

TEMPORARY EASEMENT FOR CONSTRUCTION STAGING PURPOSES
FOR 1539 ROBERT STREET SOUTH, WEST ST. PAUL, MN 55118

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION STAGING PURPOSES (“Agreement”) is made, granted and conveyed this ____ day of _____, 2020 (“Effective Date”). The City of West St. Paul, a Minnesota municipal corporation (“City”), for and in consideration of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to Robert Street 2008, LLC, a Minnesota limited liability company, a temporary construction easement (“Temporary Easement”) under, over, across, through and upon the following described land situated in the County of Washington, State of Minnesota, to wit:

PROPERTY DESCRIPTION:

The City owns that certain real property in Dakota County, Minnesota, legally described as follows:

Outlot A, Robert Street Marketplace

PID: 42-64750-00-010

(the “City’s Property”).

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

The City does hereby grant and convey to Robert Street 2008, LLC, its successors and assigns, the following:

A temporary easement for parking and staging of construction equipment and materials, and parking of construction and passenger vehicles or such other kind of activities as may be required for commercial construction activities occurring on adjacent property (“Temporary Easement”), under, over, across, through and upon that real property legally described on Exhibit A, (“Temporary Easement Area”) attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of Robert Street 2008, LLC also include the right of Robert Street 2008, LLC, its contractors, agents and servants:

- (a) To enter upon the Temporary Easement Area at all reasonable times for the purposes of accessing and maintaining the Temporary Easement Area;
- (b) To remove from the Temporary Easement Area trees, brush, herbage, aggregate, and undergrowth during the use and maintenance of the Temporary Easement Area so that it complies with City Code and does not become a nuisance;
- (c) To enter onto the Temporary Easement Area as needed in order to restore the Temporary Easement Area to its original condition upon termination of this Temporary Easement.

This Temporary Easement shall expire on November 1, 2020.

Robert Street 2008, LLC shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Temporary Easement Area or the City's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Robert Street 2008, LLC or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with Robert Street 2008, LLC, its successors and assigns, that it is well seized in fee of the City's Property described above, the Temporary Easement Area described on Exhibit A and has good right to grant and convey the Temporary Easement herein to Robert Street 2008, LLC.

This Agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

Outlot A, Robert Street Marketplace.