

APPROVED BY CITY COUNCIL  
MAY 19 2000

CITY CLERK

2000 AND PRIOR TAXES PAID  
TAXPAYER SERVICES  
TRANSFER ENTERED

7332870

OFFICE OF COUNTY RECORDER  
HENNEPIN COUNTY, MINNESOTA

AUG 3 2000

CERTIFIED FILED AND OR  
RECORDED ON

HENNEPIN COUNTY MINN.  
DEPUTY

00 AUG -3 AM 9:17

AS DOCUMENT # 7332870  
CO. REC.

BY *[Signature]* DEPUTY

34-029-24-33-0104

EASEMENT AGREEMENT 015548

THIS AGREEMENT, made this 31<sup>st</sup> day of May 2000 by and among the CITY OF MINNEAPOLIS, a Minnesota municipal corporation ("Grantor"), and HANWEST PROPERTIES, LLC, a Minnesota limited liability company ("Grantee").

RECITALS

- A. Grantor is the fee owner of property commonly known as the Garfield Municipal Parking Lot and legally described as Lots 5, 6 and 7, except the westerly 60 feet thereof, Block 9, Lots 1, 2, 3, and 4, Block 9, and Lots 5, 6, 7, and 8, Block 8, all in Excelsior Addition, Hennepin County, Minnesota (the "Public Lot").
- B. Grantee is the fee owners of property adjacent to the Public Lot and legally described as the Westerly 60 feet of Lots 5, 6 and 7, Block 9, Excelsior Addition, Hennepin County, Minnesota (the "Benefited Property").
- C. Grantee desires to obtain from Grantor and Grantor desires to convey to Grantee certain easements upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Easements. Grantor hereby grants to Grantee a permanent easement over, across and through the portion of the Public Lot legally described as follows:

That part of Lots 5 and 6, Block 9, Excelsior Addition, Hennepin County, Minnesota described as follows:

Commencing at the southwest corner of Lot 7, said Block 9; thence easterly along the South line of said Lot 7 a distance of 60.00 feet; thence northerly parallel with the West line of Lots 5, 6, and 7, said Block 9 a distance of 53.26 feet to the actual point of beginning of the easement to be described; thence continuing northerly along the last course a distance of 55.00 feet; thence easterly at a right angle a distance of 15.00 feet; thence southerly at a right angle a distance of 55.00

feet; thence westerly at a right angle a distance of 15.00 feet to the actual point of beginning;

(the "Patio Easement Area") for purposes of constructing and maintaining an outdoor patio and related improvements thereon (the "Patio"). Grantor hereby grants to Grantee a permanent easement over, across and through the portion of the Public Lot legally described as follows:

The southerly 100.00 feet of the easterly 5.00 feet of the westerly 65.00 feet of Lots 5, 6 and 7, Block 9, Excelsior Addition, Hennepin County, Minnesota;

(the "Gas Line Easement Area") for purposes of installing, reinstalling, operating and maintaining an underground gas line (the "Gas Line"). Grantor hereby grants to Grantee a permanent easement over, across and through the portion of the Public Lot legally described as follows:

Lot 7, Block 9, Excelsior Addition, Hennepin County, Minnesota, except the westerly 60.00 feet thereof;

(the "Sanitary Sewer Easement Area") for purposes of installing, reinstalling, operating and maintaining a sanitary sewer line (the "Sewer").

2. Duration. The Patio, Gas Line, and Sewer easements described in this Agreement shall remain in full force and effect in perpetuity.
3. Patio Conditions. Grantee shall construct, at their sole expense and within the Patio Easement Area, a protective barrier between the Patio and the Public Lot that protects restaurant patrons from automobile traffic. Grantee, at their sole expense, shall cause the Patio to be properly maintained and repaired. Grantee shall not damage, penetrate or remove any pavement in the Patio Easement Area without the prior written consent of the Grantor. Grantee shall obtain all licenses and permits necessary to use the Patio.
4. Gas Line and Sewer Conditions. Grantee, at their sole expense, shall repair and maintain the Gas Line and Sewer. Grantee shall coordinate all maintenance and repairs with Grantor so as to minimize disruptions to the operation of the Public Lot. Grantee shall maintain access to the Public Lot at all times. Following completion of any repairs, maintenance or work on the Gas Line or Sewer, Grantee agrees to restore to its former condition any portion of Grantor's property that is excavated, damaged or disturbed by reason of such maintenance, repair or work on the Gas Line or Sewer.
5. Indemnification. Grantee hereby indemnifies and agrees to defend and hold harmless Grantor from and against any and all damages, liability, fees (including reasonable attorney's fees), penalties and claims of any nature whatsoever, including those for personal injury, wrongful death, or property damage, arising out of or related to the negligent or willful acts or omissions of Grantee and their agents, employees, contractors and invitees, relative to use of the Patio Easement Area, the Gas Line Easement Area and the Sewer Easement Area by Grantee and their agents, employees, contractors and invitees.

6. Insurance. This Agreement shall be effective only upon receipt by Grantor of evidence of the insurance detailed below. Grantee shall secure such insurance from insurance companies acceptable to Grantor and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Grantee shall maintain the insurance continuously in force for the duration of this Agreement.

Grantee shall secure and maintain the following insurance:

- a. Workers' compensation insurance that meets the statutory obligations with Coverage B – Employer's liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.
- b. Commercial general liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products – completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage, and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage, and shall name Grantor an additional insured.
- c. Commercial automobile liability insurance covering all owned, nonowned and hired automobiles with limits of at least \$500,000 per accident.

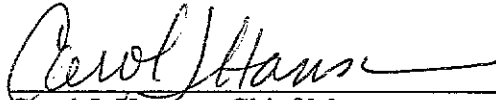
All policies of insurance shall provide that the insurance company will notify Grantor at least thirty (30) days prior to the effective date of any policy cancellation, modification or nonrenewal.

Acceptance of the insurance by Grantor shall not relieve, limit or decrease the liability of Grantee. Any policy deductibles or retention shall be the responsibility of Grantee. Grantee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. Grantor does not represent that the insurance requirements are sufficient to protect Grantee's interest or provide adequate coverage.

7. Governing Law. This Agreement shall be governed by Minnesota law.
8. Amendments. This Agreement may be terminated, extended, modified or amended only by express written agreement of the parties.
9. Counterparts. This Agreement may be executed in counterparts.
10. Binding Effect. This Agreement shall run with the Public Lot, be a servitude thereon, benefit the Benefited Property, and be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and devisees.

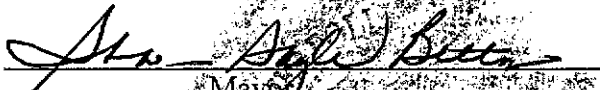
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

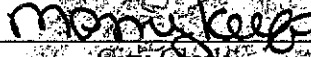
HANWEST PROPERTIES, LLC




Carol J. Hanson, Chief Manager

CITY OF MINNEAPOLIS

By   
Mayor

Attest   
City Clerk

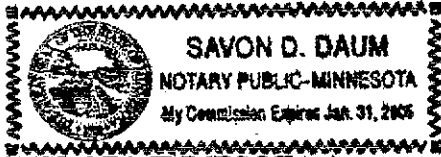
Countersigned   
Assistant Finance Officer

Approved as to form:

  
Assistant City Attorney

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 2nd day of August, 2000 by Carol J. Hanson, Chief Manager of HANWEST PROPERTIES, LLC on behalf of said limited liability company.



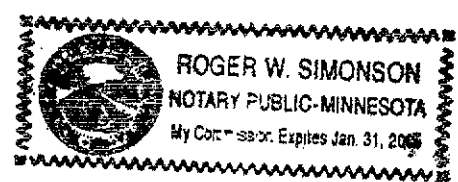
Savon D. Daum  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

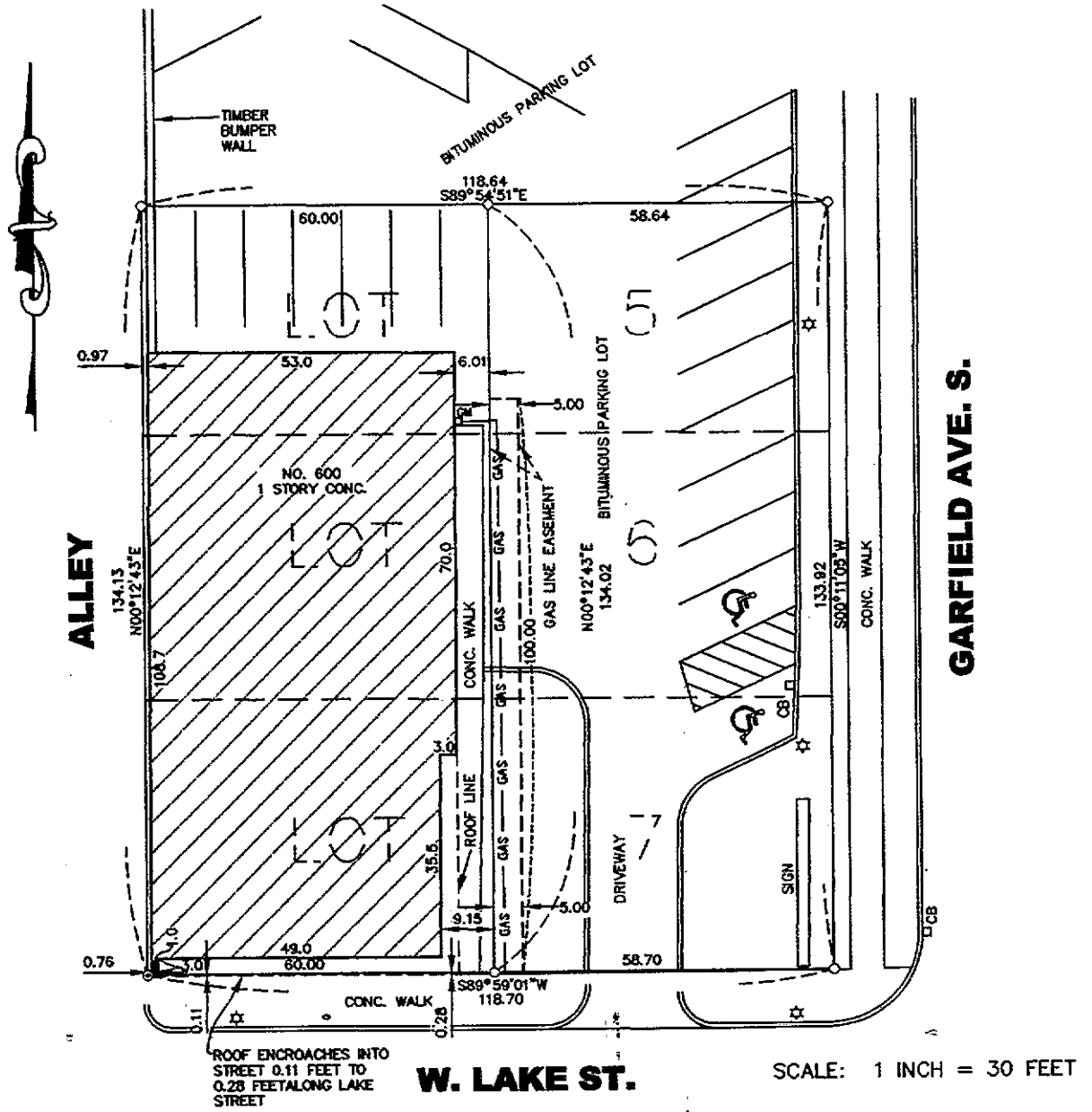
The foregoing instrument was acknowledged before me this 31st day of May 2000, by Sharon Sayles Belton, the mayor, Merry Keefe the      city clerk, and Mary Fox-Stroman, the assistant finance officer of the City of Minneapolis, a Minnesota municipal corporation, on behalf of said municipal corporation.

Roger W. Simonson  
Notary Public

This instrument drafted by:  
Minneapolis City Attorney's Office (NMN)  
405 Crown Roller Mill  
105 Fifth Avenue S  
Minneapolis, MN 55401-2534  
(612) 673-5273



# Proposed Gas Line Easement



## Gas Line Easement

The southerly 100.00 feet of the easterly 5.00 feet of the westerly 65.00 feet of Lots 5, 6 and 7, Block 9, Excelsior Addition, Hennepin County, Minnesota.

THE BASIS OF BEARINGS IS THAT USED ON THE CITY OF MINNEAPOLIS TOPOGRAPHICAL SURVEY OF THE AREA.

- GM GAS METER
- CB CATCH BASIN
- ☆ LIGHT
- PARKING METER
- IRON MONUMENT SET
- ⊙ DRILL HOLE WITH MAG NAIL - SET

**COMSTOCK & DAVIS, INC**

1446 COUNTY ROAD J  
MINNEAPOLIS, MN 55432

PHONE: 612-784-9346  
FAX: 612-784-9395

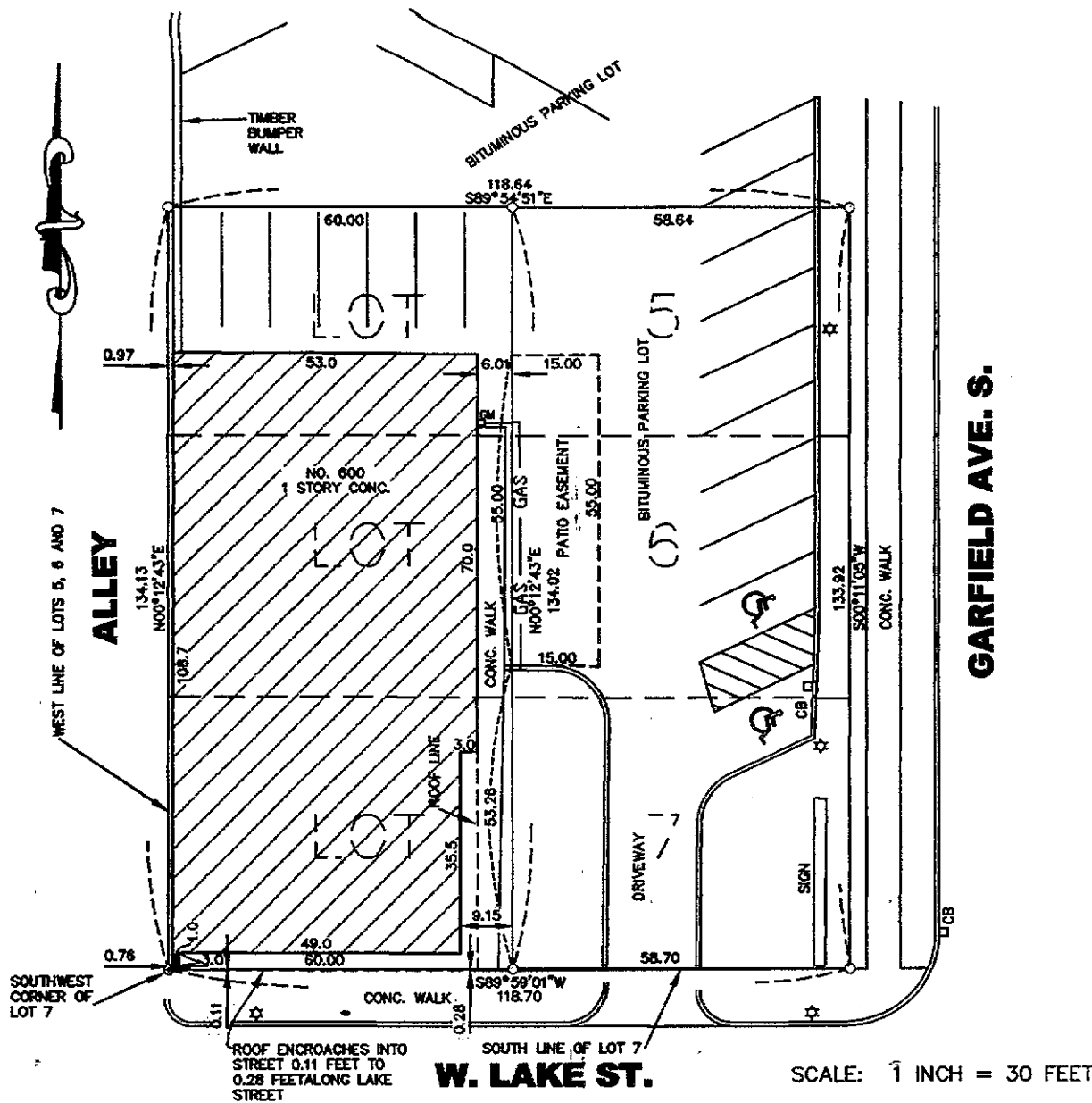
CONSULTING ENGINEERS & LAND SURVEYORS

© COMSTOCK & DAVIS, INC. 2000

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, PLAT OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
COMSTOCK & DAVIS, INC.

BY *Ron Murphy* DATE *May 3, 2000*  
MINNESOTA REGISTRATION NO. *10032*

# Proposed Patio Easement



**GARFIELD AVE. S.**

**W. LAKE ST.**

SCALE: 1 INCH = 30 FEET

**Patio Easement**

That part of Lots 5 and 6, Block 9, Excelsior Addition, Hennepin County, Minnesota described as follows:

Commencing at the southwest corner of Lot 7, said Block 9; thence easterly along the South line of said Lot 7 a distance of 60.00 feet; thence northerly parallel with the West line of Lots 5, 6 and 7, said Block 9 a distance of 53.26 feet to the actual point of beginning of the easement to be described; thence continuing northerly along the last course a distance of 55.00 feet; thence easterly at a right angle a distance of 15.00 feet; thence southerly at a right angle a distance of 55.00 feet; thence westerly at a right angle a distance of 15.00 feet to the actual point of beginning.

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**COMSTOCK & DAVIS, INC.**  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 1446 COUNTY ROAD J  
 MINNEAPOLIS, MN 55432  
 PHONE: 612-784-9346  
 FAX: 612-784-9395  
 © COMSTOCK & DAVIS, INC. 2000

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, PLAT OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 COMSTOCK & DAVIS, INC.  
 BY Ron Murphy DATE 5/3/2000  
 MINNESOTA REGISTRATION NO. 10832