
(RESERVED FOR RECORDING DATA)

RECIPROCAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT

This Easement Agreement is entered into by the **CITY OF MINNEAPOLIS**, a Minnesota municipal corporation (the “City”), and **MILL PLACE, INC.**, a Minnesota corporation (“Mill Place”), as of the _____ day of _____ 2014.

Recitals

A. Mill Place is the owner of certain real property legally described on **Exhibit A**, attached hereto (“Mill Place Land”).

B. The City is the owner of certain real property legally described on **Exhibit B**, attached hereto (“City Land”), which is adjacent to the Mill Place Land.

C. As part of a request for an alley vacation that impacts both the Mill Place Land and the City Land, Mill Place has requested this easement agreement to maintain private vehicular access over the vacated alley and provide for ongoing maintenance needs for the improvements on the Mill Place Land and the City Land.

Now, therefore, the parties hereto agree as follows, for consideration of One Dollar (\$1.00) and other good and valuable consideration:

Agreement

1. Grant of Reciprocal Access [Easement](#). The City hereby grants to Mill Place, as owner of the Mill Place Land, for exercise by the owners of the Mill Place Land and their successors in title, the perpetual right and non-exclusive appurtenant easement to use the portion of the City Land defined on **Exhibit D-1** as the “Mill Place Easement Area” for the purpose of vehicular ingress and egress. Mill Place hereby grants to the City, as owner of the City Land, for exercise by the owners of City Land and its successors in title, the perpetual right and non-exclusive appurtenant easement to use the portion of the Mill Place Land defined on **Exhibit D-2** as the “City Easement Area” for the purpose of vehicular ingress and egress, and the installation, maintenance and use of underground utility lines.

2. Grant of Reciprocal Maintenance Easements. The City hereby grants to Mill Place and Mill Place hereby grants to the City, as owners of the Mill Place Land and City Land, respectively, for exercise by the owners of the other party’s land, and their successors in title, the perpetual right and non-exclusive appurtenant easement to use the Mill Place Easement Area and the City Easement Area, respectively, (collectively, the “Easement Area”) for the purpose of maintaining, repairing, inspecting and replacing of any building located on the Mill Place Land or the City Land (a “Building”), subject to the following conditions:

- (a) Prior to entering and using the Easement Area for a Section 2 purpose, the entering party must give the

other party no less than five (5) business days advance written notice of the need to use the Easement Area. Such notice must include, at a minimum: (i) a description of the work to be undertaken; (ii) the location or the Building where the maintenance work is to occur; (iii) the part of the Easement Area needed for the maintenance work; and (iv) the dates for the start and completion of the maintenance work.

- (b) During all periods in which the maintenance easement is used, the entering party will keep the Easement Area in a neat, clean and safe condition and will clean up trash, debris and refuse from the Easement Area on a daily basis. Upon completion of the maintenance work, the entering party will restore the Easement Area to its original condition and will replace any damaged improvements prior to exiting the Easement Area at the completion of the maintenance work.
- (c) The entering party will secure, at its sole expense and responsibility, all required insurance, permits, approvals, equipment, labor, materials, services and utilities to be used in conducting the maintenance work.

3. Easement Area. The portion of the City Land and Mill Place Land affected by this grant is depicted on **Exhibit C**, attached hereto, and legally described on **Exhibits D-1** and **D-2**.

4. Easement Use. The parties hereto will take reasonable measures not to interfere with, disrupt or disturb any tenants or users of the Mill Place Land or the City Land. The easement holders under this Agreement may extend the right to use the easement granted herein to their agents, employees, tenants, subtenants, suppliers, contractors, invitees and other persons having contact with the activities being conducted on the Mill Place Land and City Land. Use of the Easement Area by parties other than the parties hereto shall be in a manner

consistent with the above-granted rights. All use of the Easement Area will be consistent with all applicable laws, regulations and ordinances.

5. Indemnity.

- (a) City agrees to defend, indemnify and hold harmless Mill Place against any and all claims, liability, loss, damage or expense arising out of the City's use of the easement rights granted hereunder and caused by the negligent acts or omissions of the City or its employees; provided, however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of the owner of the Mill Place Land, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.
- (b) Mill Place agrees to defend, indemnify and hold harmless City against any and all claims, liability, loss, damage or expense arising out of the Mill Place's use of the easement rights granted hereunder and caused by the negligent acts or omissions of Mill Place or its employees; provided, however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of the owner of the City Land, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

Neither party shall allow any liens or encumbrances to be placed on the portion of the Easement Area on the other party's land.

6. Insurance.

- (a) Liability Insurance. The parties hereto shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence, with the owner of the City Land named as an "additional insured" under such policy as it applies to the easement areas. Notwithstanding the foregoing, Mill Place acknowledges that the City of Minneapolis is self-insured and that for as long as the City is the owner of the City Land, the above insurance requirement shall not apply to the City.
- (b) Evidence. Each party agrees to furnish the other with evidence that the insurance required to be carried is in full force and effect upon request.
- (c) Notice. The insurance required pursuant to this section shall provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Agreement, nor shall such policy be allowed to expire without at least thirty (30) days'

prior written notice by the insurer to each insured; and the insured agrees to timely provide the other party direct notice of any such cancellation or reduction.

7. Maintain and Repair Improvements. Each party shall (for so long as it owns either the City Land or the Mill Place Land and at its sole cost and expense and without contribution from the other party) maintain and repair the improvements in that portion of the Easement Area that such party owns in fee in compliance with all applicable Federal, State and local requirements for use as described herein.

8. Reservations. The City hereby reserves the right to temporarily close down access to and use of the Mill Place Easement Area as may be reasonably necessary in connection with the construction, maintenance or repair of the Mill Place Easement Area or any other improvements located on the City Land from time to time. Mill Place hereby reserves the right to temporarily close down access to and use of the City Easement Area as may be reasonably necessary in connection with the construction, maintenance or repair of the City Easement Area or any other improvements located on the Mill Place Land from time to time. Except in the case of an emergency, any such closure shall be initiated after at least five (5) business days advance written notice which indicates the dates for the start and termination of such closure.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be

deemed an original but all of which together shall constitute one and the same instrument.

10. **Binding Agreement.** The easements, covenants and agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Governing Laws.** This easement shall be governed by the laws of the State of Minnesota and shall be binding upon the parties hereto and their successors and assigns.

(Signature pages follow.)

IN WITNESS WHEREOF, the City of Minneapolis and Mill Place, Inc. have caused this Reciprocal Access and Maintenance Easement Agreement to be executed this _____ day of _____ 2014.

CITY OF MINNEAPOLIS

By: _____

Its: Finance Officer

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____ 2014 by Kevin Carpenter, the Finance Officer of the City of Minneapolis, a Minnesota municipal corporation, on behalf of the municipal corporation.

NOTARIAL STAMP OR SEAL (OR
OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR
OTHER OFFICIAL

*(Signature page to Reciprocal Access and Maintenance Easement Agreement
between City of Minneapolis and Mill Place, Inc.)*

MILL PLACE, INC.

By: _____

Its: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____
2014 by _____, the _____ of
Mill Place, Inc., a Minnesota corporation, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR
OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR
OTHER OFFICIAL

Drafted by:

City of Minneapolis

City Attorney's Office (SAR)

105 Fifth Avenue South, Suite 200

Minneapolis, MN 55401

(612) 673-5086

021584/314001/1849146_23

*(Signature page to Reciprocal Access and Maintenance Easement Agreement
between City of Minneapolis and Mill Place, Inc.)*

EXHIBIT A

LEGAL DESCRIPTION OF MILL PLACE LAND

Parcel 1

Lots 8, 9, and 10, Block 18, Town of Minneapolis.

That part of Lots 4, 5, 6, and 7, Block 18, Town of Minneapolis, and that part of Lots 1, 2, 3, and 4, Block 17, said plat, and that part of vacated 4th Avenue South, dedicated in said plat as California St., described as follows:

Commencing at the most northerly corner of Lot 7, said Block 18; thence southwesterly along the northwesterly line of said Lot 7 a distance of 38.89 feet to the point of beginning of the land to be described; thence southeasterly, deflecting to the left 39 degrees 27 minutes 53 seconds, a distance of 47.74 feet; thence southwesterly, deflecting to the right 89 degrees 20 minutes 09 seconds, a distance of 1.22 feet; thence southeasterly, deflecting to the left 85 degrees 13 minutes 12 seconds, a distance of 47.37 feet, being the point of curvature of a 521.44 foot radius curve, concave to the east, said curve intersects the southwesterly line of said Block 17 at a point distant 130.30 feet northwesterly from the most southerly corner of said Block 17; thence southeasterly along said curve to said southwesterly line of said Block 17; thence northwesterly along said southwesterly line and its northwesterly extension to the centerline of said vacated 4th Avenue South; thence northeasterly along said centerline a distance of 29.13 feet; thence northwesterly in a straight line to a point on the southeasterly line of said Block 18 distant 57 feet northeasterly from the most southerly corner of said Block 18; thence northwesterly in a straight line to a point on the northwesterly line of Lot 5, said Block 18, distant 114 feet northeasterly from the most westerly corner of said Lot 5; thence northerly along a curve, concave to the west, having a radius of 297 feet, said curve intersects the northeasterly line of Lot 4, said Block 18, distant 10 feet southeasterly from the most northerly corner of said Lot 4; thence northwesterly along said northeasterly line of said Lot 4 to said most northerly corner of said Lot 4; thence northeasterly along said northwesterly line of Lot 7, said Block 18, to the point of beginning.

Parcel 2

That part of Lot 10, Block 17, Town of Minneapolis, and that part of Lots 6 and 7, Block 18, said plat, and that part of vacated 4th Avenue South, dedicated in said plat as California St., described as follows:

Beginning at the most northerly corner of Lot 7, said Block 18; thence on an assumed bearing of South 30 degrees 26 minutes 20 seconds West, along the northwesterly line of said Lot 7, a distance of 38.89 feet; thence South 09 degrees 01 minutes 33 seconds East a distance of 11.24 feet; thence South 59 degrees 35 minutes 28 seconds East a distance of 75.98 feet; thence North 30 degrees 24 minutes 32 seconds East a distance of 5.00 feet; thence South 59 degrees 35 minutes 28 seconds East a distance of 32.40 feet; thence North 30 degrees 24 minutes 32 seconds East a distance of 17.70 feet; thence South 59 degrees 35 minutes 28 seconds East a distance of 141.50 feet; thence North 30 degrees 24 minutes 32 seconds East a distance of 24.80 feet to a point in the northeasterly line of said Block 17 distant 257 feet southeasterly of the point of beginning; thence northwesterly, along the northeasterly line of said Block 17 and its northwesterly extension, and along the northeasterly line of said Block 18, to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF CITY LAND

That part of Block 18, (original) Town of Minneapolis, described as follows:

Lots 1, 2 and 3 and that part of Lots 4 and 5 lying Westerly of the following described line:

Commencing at the Southeasterly corner of Lot 5; thence North 30 degrees 26 minutes 30 seconds East, grid bearing, Minneapolis coordinate system, along the Easterly line of Lot 5, a distance of 57.00 feet to the point of beginning of the line to be described; thence North 18 degrees 49 minutes 42 seconds West, 87.27 feet to a point in the Westerly line of Lot 5 distant 114.00 feet Northerly of the Southwesterly corner of Lot 5; thence Northwesterly 76.20 feet along a non-tangential curve, concave to the West, having a radius of 297.00 feet, a central angle of 14 degrees 41 minutes 59 seconds, and the chord of said curve bears North 17 degrees 10 minutes 44 seconds West; thence North 59 degrees 35 minutes 57 seconds West, not tangent to said curve, said line is also the Northerly line of Lot 4, a distance of 10.00 feet to the Northwesterly corner of Lot 4 and said line there terminating; along with the Northwesterly ½ of vacated 4th Avenue adjoining that portion of the Southeasterly line of said Lot 5 included in the foregoing.

EXHIBIT C

DEPICTION OF EASEMENT AREA

(See attached.)

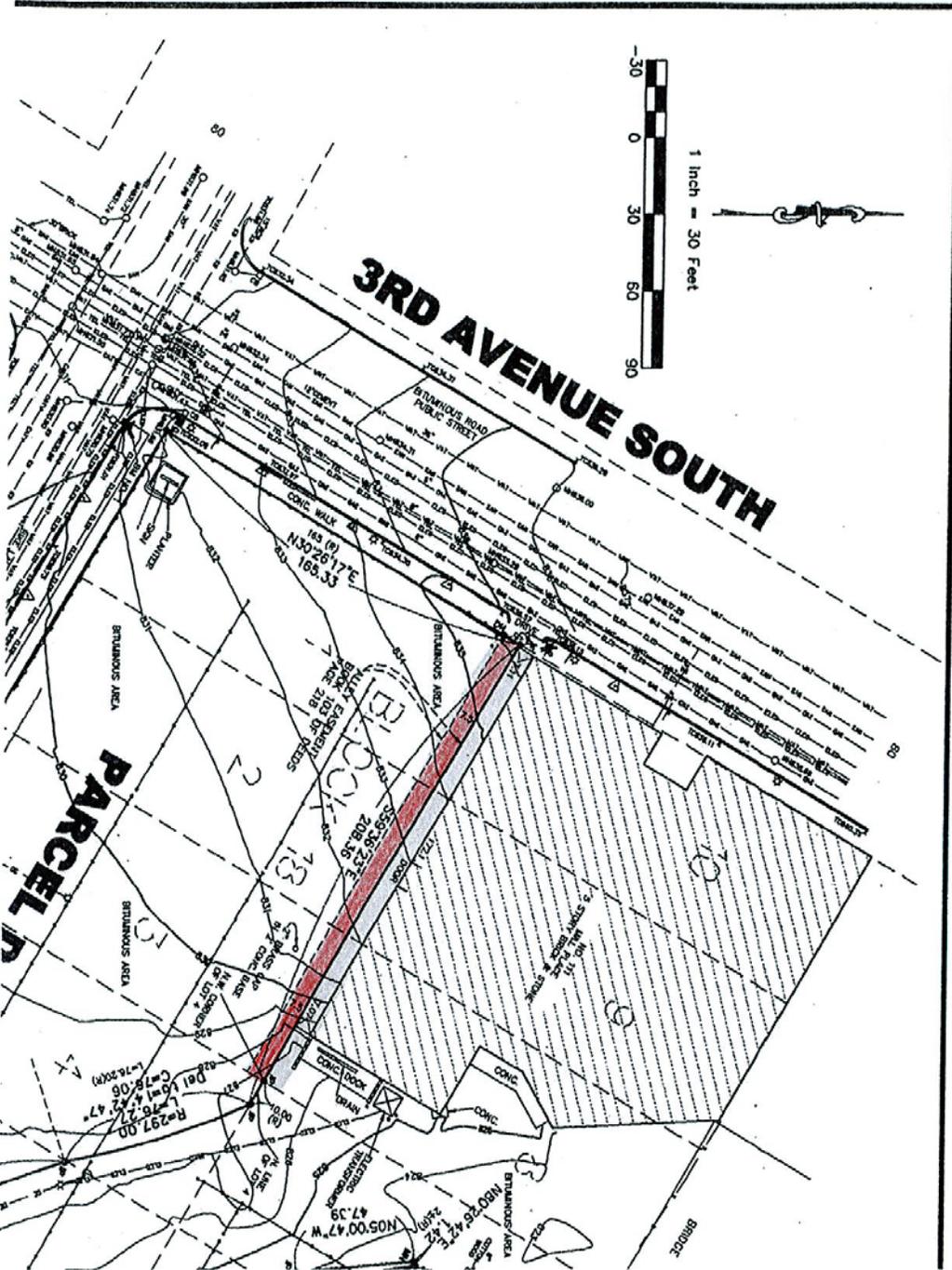


EXHIBIT D-1

LEGAL DESCRIPTION OF MILL PLACE EASEMENT AREA

The rear 7.5 feet of lots 1, 2, and 3, Block 18, Town of Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT D-2

LEGAL DESCRIPTION OF CITY EASEMENT AREA

The rear 7.11 feet of lots 8, 9 and 10, Block 18, Town of Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota.

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Document 2 ID	PowerDocs://DOCS/1849146/3
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Insertion	
Deletion	
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Padding cell	

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