

**WHEN RECORDED RETURN TO:**  
The City of Minneapolis Department of  
Public Works, City of Lakes Building,  
309 2<sup>nd</sup> Avenue South, Minneapolis,  
Minnesota 55401  
Attn: Dennis Morris

*(Space Reserved for Recorder's Use)*

### **CITY ACCESS EASEMENT AGREEMENT**

THIS CITY ACCESS EASEMENT AGREEMENT (this "Agreement") is made and granted this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and between **RIVERVIEW APARTMENTS SENIOR HOUSING**, a Minnesota nonprofit corporation ("Grantor") and the **CITY OF MINNEAPOLIS** ("City").

#### **RECITALS**

A. Grantor is the fee owner of the following property: Lot 2, Block 1, RASA Addition to Minneapolis according to the recorded plat thereof, Hennepin County, Minnesota (the "Grantor Property").

B. As a condition of closing on its sale of the Grantor Property to Grantor, the City has required Grantor to provide a perpetual access easement for purposes of garbage pick-up and snow plowing over a portion of the Grantor Property as depicted and legally described on Exhibit A attached hereto (the "Perpetual Easement Area") and a temporary access easement for the same purposes over and across a certain portion of the Grantor Property as depicted and legally described on Exhibit B attached hereto (the "Temporary Easement Area") (collectively, the "Easement Area") in accordance with the terms and conditions provided in this Agreement.

NOW, THEREFORE, Grantor and the City, their successors and assigns do hereby covenant and agree as follows:

1. Grant of Easement. Subject to the terms and conditions hereof, Grantor hereby grants and conveys to the City and its contractors, employees, agents, licensees or invitees, a non-exclusive perpetual easement (the "Perpetual Easement") over and across the Perpetual Easement Area, for vehicular ingress, egress and access for purposes of providing garbage pick-up and snow removal by the City for those properties located at 5364 Riverview Road and 5118 54<sup>th</sup> Street E., Minneapolis, Minnesota and Lot 1, Block 1 RASA Addition to Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota (the "Impacted Properties") and a non-exclusive temporary easement for the same purposes over and across the Temporary

Easement Area (the “Temporary Easement”). This Agreement does not dedicate the Easement Area for public use or to the public in any manner whatsoever.

2. Grantor shall (at its sole cost and expense and without contribution from the City) maintain and repair the improvements in the Easement Area in a good state of repair and condition, in compliance with all applicable Federal, State and local requirements for use as described herein, for such time as the Grantee has rights in that portion of the Easement Area as described in Section 4 below.

3. Reservation. Grantor hereby reserves the right to: (a) locate and relocate electric, gas and water lines and other utilities, landscaping, streetlighting (including, without limitation, fixtures, wiring and pull boxes), lighting, and signs, so long as such uses do not substantially and unreasonably interfere with the City’s permitted use of the Easement Area; and (b) temporarily close down access to and use of the Easement Area as may be necessary in connection with the construction, maintenance or repair of the Easement Area or any other improvements located on the Grantor Property from time to time.

4. Term of Easements. The term of the Temporary Easement described herein shall begin as of the date first above written and shall continue until the driveway improvements in the Perpetual Easement Area, as depicted on Exhibit A, are completed, at which point, the term of the Perpetual Easement shall begin and the Temporary Easement shall terminate. Should the City acquire another vehicular access location to the Impacted Properties that provides substantially similar access to the Impacted Properties as evidenced by an affidavit to that effect filed by the City against the Grantor Property, then the easement granted herein shall automatically cease, terminate and be released, and the City shall have no further use, rights, claims or interest in and to the Easement Area as granted herein.

5. Insurance. The Grantor shall carry and provide liability insurance in a minimum amount of \$2,000,000 naming the City, and its successors and assigns, as an additional insured relative to liability claims arising out of the use of the Easement Area by the City, its contractors, employees, agents, licensees or invitees. The Grantor shall provide evidence of the required insurance to the City annually.

6. Indemnity. The Grantor shall indemnify and hold the City harmless from all and any claims or causes of action arising from any damage to property or injury to persons, including reasonable attorneys’ fees, resulting from or related to construction maintenance and repair of the Easement Area by the Grantor, its contractors, employees, agents, licensees or invitees.

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

8. Easement In Gross. This Agreement is for the benefit of the City and its successors and assigns and shall run with the Grantor Property.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*





EXHIBIT A

Legal Description and Depiction of Perpetual Easement Area

[To be attached]

EXHIBIT B

Legal Description and Depiction of Temporary Easement Area

[To be attached]