

EASEMENT AGREEMENT

(Downtown East LRT Line and Station Site)

THIS EASEMENT is made and granted this 23rd day of March 2001 by and between the **Minneapolis Community Development Agency**, a public body corporate and politic under Minnesota laws (herein called the "Grantor"), and the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (herein called the "Grantee").

WHEREAS, the Grantor is the fee owner of that certain real property located at 701 Fourth Street South and 424 Chicago Avenue in Minneapolis, Hennepin County, Minnesota, and legally described in Exhibit A attached hereto and incorporated herein (herein called the "Burdened Property"); and

WHEREAS, the Grantee is undertaking the Hiawatha LRT Corridor Project in order to construct, maintain, test and operate a light rail transit system in Hennepin County, Minnesota, including the City of Minneapolis (the "LRT Project"); and

WHEREAS, the Grantor acquired the Burdened Property in order to assist the Grantee in the acquisition and development of the LRT Project by providing a location for a downtown LRT Project Line and Station site (the "LRT Line and Station") and transit-oriented development, including a below surface public parking ramp (the "Public Ramp"), a public plaza (the "Plaza") and a commercial/retail building (the "Commercial Development") (collectively, the "Transit Oriented Development"); and

WHEREAS, the Grantee wants to acquire a portion of the Burdened Property for the construction, operation and maintenance of the LRT Line and Station; and

WHEREAS, the Grantor, the Grantee, the City of Minneapolis (the "City"), and the Minnesota Department of Transportation ("MnDOT") intend to enter into a Construction Interface Agreement governing the construction and testing coordination and interface between the LRT Line and Station and the Transit Oriented Development and the Grantor, Grantee and the City intend to enter into an Operations and Maintenance Interface Agreement governing the operations and maintenance coordination and interface between the LRT Line and Station and

the Transit Oriented Development (both agreements to be collectively referred to as the "Interface Agreements");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the Grantor does hereby grant, quitclaim and convey to the Grantee, its successors and assigns, a permanent easement, a temporary construction easement, a temporary construction staging easement and platform maintenance easements over and across a portion of the Burdened Property as further described in this Easement Agreement and pursuant to the terms and conditions set forth herein:

1. EASEMENT GRANT.

For good and valuable consideration as described in Section 2 herein, the Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, the following easements:

- (a) "Permanent Easement." An exclusive permanent easement running with the land, over, above and across the Burdened Property and contained within the area described in Section 3(a) herein, together with all hereditaments and appurtenances thereto and together with the right of Structural Support pursuant to Section 5 herein, for the sole purpose of constructing, testing, operating, maintaining, altering, repairing, replacing or removing the LRT Line and Station as a part of the LRT Project;
- (b) "Construction Easement." An exclusive temporary construction easement over, above, and across the Burdened Property and contained within the area described in Section 3(b) herein, for the sole purpose of constructing and testing of the LRT Line and Station as part of the LRT Project, said temporary construction easement to start on May 1, 2002, and terminate on December 31, 2004;
- (c) "Construction Staging Easement." An exclusive temporary construction staging easement over, above and across the Burdened Property and contained within the area described in Section 3(c) herein, for the sole purpose of a staging area for constructing and testing the Downtown East LRT Line and Station as part of the LRT Project, said temporary construction staging easement to start on May 1, 2002, and terminate on December 31, 2004;
- (d) "Platform Maintenance Easements." Non-exclusive maintenance easements over and across the Burdened Property and contained within the areas described in Section 3(d) herein, for the sole purpose of providing access for the maintenance of the LRT Line and Station platform and ramp areas, said maintenance easements consisting of (i) a temporary easement for the maintenance of the northwest platform area; (ii) a permanent easement for the maintenance of the southeast platform area; and (iii) a future easement, party wall agreement or other appropriate permanent right of access for the maintenance of the northwest platform after the construction of the Commercial Development; and
- (e) The Permanent Easement, the Construction Easement, the Construction Staging Easement and the Platform Maintenance Easements shall be collectively referred

to as the "LRT Easements," and the total area they comprise as the "LRT Easement Areas."

The Grantee's use and enjoyment of the LRT Easements granted in this Section 1 herein shall be limited to those lawful activities necessary and/or convenient for the construction, testing, operation, maintenance, alteration, repair, replacement and removal of the LRT Line and Station as part of the LRT Project.

2. EASEMENT PRICE.

The Grantee hereby pays to the Grantor, the receipt of which is hereby acknowledged, the sum of Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00) for the LRT Easements granted herein.

3. LRT EASEMENT AREAS.

The LRT Easement Areas shall comprise that area of the Burdened Property as described in Section 3(a), (b), (c) and (d) herein.

- (a) Permanent Easement Area. The Permanent Easement Area shall comprise that area of the Burdened Property as described in Section 3(a)(i) and (ii) herein, which description shall also define the horizontal and vertical dimensions of the Permanent Easement Area. The Initial Description is based on the design of the Public Ramp and its estimated location on the Burdened Property. The Initial Description is an approximation of the Permanent Description and shall be subject to the Permanent Description. The Permanent Description will be the "as built" dimensions of the Permanent LRT Easement Area as it will actually be constructed on top of and within the roof structure of the Public Ramp.
- (i) Initial Description. The Initial Description of the Permanent Easement Area shall be that 3 dimensional area traversing the Burdened Property in a diagonal angle on top of and within the roof structure of the Public Ramp as noted and depicted on Exhibit B-1 attached hereto and incorporated herein, having a horizontal dimension of 57 feet wide, with a northwest boundary line beginning at a point 25 feet north of the 5th Street South and Park Avenue corner property line, then extending easterly for a distance of 34 feet, and then running in a southeasterly direction a diagonal line distance of 395 feet 3 inches, to a point 52 feet 6 inches north of the 4th Street South and Kirby Puckett Place corner property line, with the southwest boundary line being 57 feet from and running parallel to the northwest boundary line, beginning at a point 89 feet 3 inches south of the 5th Street South and Park Avenue corner property line, and running a southeasterly diagonal line distance of 393 feet to a point 26 feet 1 inch west of the 4th Street South and Kirby Puckett Place corner property line (the "LRT Surface Area"), and having a vertical dimension over the LRT Surface Area beginning at a surface elevation on top of and within the roof structure of the Public Ramp, approximately 840.43 feet above sea level

(the "LRT Surface Elevation"), and rising to a parallel height of 35 feet above the LRT Surface Elevation (the "LRT Ceiling Elevation").

- (ii) Permanent Description. Upon completion of construction of the Public Ramp, the Permanent Description shall be made based upon the "as built" dimensions of the LRT Surface Area, LRT Surface Elevation and LRT Ceiling Elevation, and will be described on Exhibit B-3 and depicted on Exhibit B-4, to be attached hereto and incorporated herein.
- (iii) Measurement. Measurement of the Permanent Description will be from the cross section of which shall at a minimum be measured from the outside edge of the southbound platform across to the outside edge of the northbound platform and including, where applicable, the Plaza to platform access ramp, containing, but not limited to the following LRT components: tracks, platform and platform surface, light poles, station signs, platform benches, information kiosks, canopy structures, systems components, ticket vending machines, electrical cabinets, telephone kiosks, hose bid, windscreens, overhead contact system poles and wire, fences, railings and rail cars. In the event that the as-built dimensions show minor de minimis encroachments outside of the stated dimensions of the Initial Description, the minor encroachments shall become part of the Permanent Description.
- (b) Construction Easement Area. The Construction Easement Area shall comprise that 77 foot wide area of the Burdened Property as noted and depicted on Exhibit B-2 attached hereto and extending 10 feet in width from and running parallel to the northwest boundary line, and extending 10 feet in width from and running parallel to the southeast boundary line of the Permanent LRT Easement Area.
- (c) Construction Staging Easement Area. The Construction Staging Easement Area shall comprise that area of the Burdened Property as noted and depicted on Exhibit B-2 attached hereto and located adjacent to and directly to the northwest of the Permanent and Construction Easement Areas.
- (d) Platform Maintenance Easement Areas. The Platform Maintenance Easement Areas shall comprise those areas of the Burdened Property as noted and depicted on Exhibit B-1 attached hereto, with (i) the temporary northwest platform maintenance easement area extending 10 feet in width from and running parallel to the northwest boundary line of the Permanent Easement Area; and (ii) the permanent southeast platform maintenance easement area extending 5 feet in width and running parallel to the southeast boundary line of the Permanent Easement Area.

4. EASEMENT TERM.

- (a) Permanent Easement. The term of the Permanent Easement granted herein shall be from the date of this Agreement and shall continue for so long as the LRT

Project or a replacement transit system is operated within the Permanent Easement Area. The Grantee shall not enter, except as provided in Section 15, or take possession of the Permanent Easement Area or begin construction of the LRT Line and Station improvements until May 1, 2002 (the "Easement Entry Date"). Upon such time as the LRT Project or a replacement transit system cease operation within the Permanent LRT Easement Area, or the LRT Line and Station improvements are destroyed, demolished or damaged to such an extent that the improvements cannot or will not be repaired, rebuilt or replaced, then the Permanent Easement granted herein shall cease, terminate and be released, and the Grantee shall have no further use, rights, claims or interest in and to the easement granted herein or to the Permanent Easement Area.

- (b) Construction Easement. The Construction Easement granted herein shall begin on the Easement Entry Date and shall terminate on December 31, 2004.
- (c) Construction Staging Easement. The Construction Staging Easement granted herein shall begin on the Easement Entry Date and shall terminate on December 31, 2004.
- (d) Platform Maintenance Easements. The Platform Maintenance Easements shall begin on January 1, 2005, and shall terminate on the date the Permanent Easement terminates as provided in Section 4(a) herein. The temporary maintenance easement for the northwest platform shall terminate at the time construction of the Office Development begins, at which time a permanent replacement maintenance agreement shall become effective.

5. STRUCTURAL SUPPORT.

- (a) LRT Easements Support. As of the Easement Entry Date, the Grantor will deliver the LRT Easements with a below surface structural support system built into the Public Ramp capable of supporting the construction, testing, operation, maintenance, repair, replacement or removal of the LRT Line and Station, in accordance with and to the Grantee's specifications as provided in Exhibit C attached hereto (the "Structural Specifications").
- (b) Load Limits. During the construction, testing, operation, maintenance, repair, replacement or removal of the LRT Line and Station, the Grantee shall observe and not exceed, the load limit requirements as provided in the Structural Specifications.
- (c) Support Maintenance. Both the Grantor and the Grantee represent and warrant that they will, or cause their agents or contractors to, operate and maintain their respective Public Ramp or LRT Line and Station in accordance with the Structural Specifications and that they will not knowingly undertake any actions that will adversely affect, damage, deteriorate, harm or destroy the Public Ramp structural support system necessary to support the LRT Line and Station.

- (d) Support Verification. Prior to the Easement Entry Date, the Grantor will provide to the Grantee written verification that the structural support system built into the Public Ramp has been built to and meets the Structural Specifications. The Grantee may request at reasonable times, but no more than once per year, that the Grantor provide written verification that the structural support system built into the Public Ramp continues to meet the Structural Specifications.

6. PROXIMITY EFFECTS OF LRT LINE AND STATION.

- (a) Notice and Acknowledgment. The Grantee represents to the Grantor, and the Grantor acknowledges such representation, that the operation of the LRT Line and Station will involve, at times, noise, vibration, drainage, corrosion and stray electrical current effects that could, over time, adversely deteriorate and damage any infrastructure or improvements within close proximity of the LRT Line and Station, including the Public Ramp and the Commercial Development. The Grantee advises the Grantor to undertake mitigating actions in order to protect the Transit Oriented Development from the negative effects of the LRT Line and Station described in this Section 6(a) herein.
- (b) Stray Current Mitigation. In order to protect the LRT Line and Station and the Public Ramp from the adverse effects of stray electrical current, the Grantor and the Grantee agree to undertake the following mitigating actions: (i) the Grantee will provide electrically continuous reinforcing steel in the LRT track slab for a distance of 500 feet on both sides of the parking structure to provide a stray electrical current mat at this location; (ii) the Grantor will install a rubberized waterproofing roof membrane over the entire Public Ramp roof; (iii) the Grantee, within the LRT track trench area, will provide protection board on top of the Grantor's waterproofing membrane upon which a dielectric membrane will be placed in accordance with the Isolation Slab details shown in the Hiawatha LRT contract documents titled Sheet 32 of 1382, dated March 30, 2000, prepared by MnDOT, and such protection boards will be placed over the rubberized roof membrane prior to the Grantee's design/build contractor beginning any other work on the LRT station and tracks; (iv) the Grantor will use epoxy coated reinforcing steel in the plaza level and roof of the Public Ramp to mitigate possible stray electrical current effects on the Public Ramp; and (v) the Grantor will provide, at the plaza level and roof of the Public Ramp, full continuity and grounding of all reinforcing steel and post tensioning tendons, or such other method as reasonably determined by the Grantor and the Grantee, to mitigate possible stray electrical current effects.

7. ENVIRONMENTAL CONDITIONS.

- (a) Notice. As of the date of this Agreement, the Grantor has received no notice or communication from any local, State of Minnesota or federal agency or official stating that the activities of the Grantor on the Burdened Property may or will be in violation of any local, state or federal environmental law, regulation or review procedure, except as described in the environmental reports listed on Exhibit D

attached hereto (the "Environmental Reports"), and that the Grantor is aware of no facts, the existence of which would cause it to be in violation of any local, State of Minnesota or federal environmental law, regulation or review procedure, or which would give any person a valid claim under the Minnesota Environmental Rights Act, except as described in the Environmental Reports. That relative to the Environmental Reports, a petroleum release has been identified on the Burdened Property pursuant to Minnesota Pollution Control Agency ("MPCA") Leak #00013494, and that the Grantor will take the required action to obtain closure from the MPCA regarding MPCA Leak #00013494. That upon such closure, the MCDA shall assist the Grantee to obtain an MPCA "Assurance" letter regarding MPCA Leak #00013494.

- (b) Not a Responsible Party. The Grantor shall not hold the Grantee responsible for any environmental conditions pre-existing on the Burdened Property prior to May 1, 2002, and to the extent that any such pre-existing environmental conditions are found on the Burdened Property that will require any response or remedial action, monitoring or reporting requirements under any local, State of Minnesota or federal law, the Grantor shall handle all such matters, and shall have the responsibility to apply for and shall have Grantee named as easement holder beneficiary in any and all no association letters, no action/no further action letters and other environmental regulatory assurances required for or applicable to the Burdened Property. The provisions of this paragraph shall survive the termination of this Agreement.
- (c) Limited Indemnification. Grantor shall defend, indemnify and hold harmless, Grantee and its members, employees, agents, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to attorney's fees related to the remediation of MPCA Leak #00013494. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Grantor and the Grantee. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Grantor of any immunities or limits on liability provided by Minnesota Statutes Chapter 466, or other applicable state or federal law.

8. DELAY.

- (a) Delay. The Grantor has agreed to provide delivery of the LRT Easement Areas for possession by the Grantee by the Easement Entry Date. The Grantee represents to the Grantor and the Grantor acknowledges such representation, that if the Grantor is unable to deliver possession of the LRT Easement Areas to the Grantee by the Easement Entry Date, that the Grantee and the Grantee's contractors may suffer actual damages because of the Grantor's delay.
- (b) Unavoidable Delays. The Easement Entry Date will be extended for delays that are the result of unforeseen or unavoidable events caused by acts of God, unusual

or severe weather, fire or casualties, strikes or labor disputes, civil disturbances, war or other causes beyond the control of the Grantor or Grantor's contractors (the "Unavoidable Delays").

- (c) Delay Damages. Subject to Unavoidable Delays, if the Grantor fails to deliver possession of the LRT Easement Areas by the Easement Entry Date, the Grantor will reimburse the Grantee for any payments the Grantee is required by law or contract to make to Grantee's contractors that are demonstrated to be solely caused by the failure of the Grantor to deliver possession of the LRT Easement Areas by the Easement Entry Date. The Grantee will affirmatively take all reasonable actions to mitigate any delay damages between the Grantee and Grantee's contractors that may be imposed upon the Grantor pursuant to this Section 8 herein.
- (d) The Design Build Contractor ("D/B Contractor") for the LRT Project is under contract to MnDOT. If the D/B Contractor is delayed due to the Grantor's failure to provide Grantee access to the LRT Easement Areas by the Easement Entry Date, the Grantor will reimburse MnDOT for any payments MnDOT is required by law or contract to make to the D/B Contractor that are demonstrated to be solely caused by the failure of the Grantor to deliver possession of the LRT Easement Areas by the Easement Entry Date. Grantor's liability hereunder shall be limited to the extent that MnDOT and the D/B Contractor are unable to reasonably mitigate any delay damages.

9. **PUBLIC RAMP EQUIPMENT AND FACILITIES PLACEMENT AND ACCESS.**

The Public Ramp will include within or underneath its roof structure multiple conduits for the Grantee to locate and run traction electrification, LRT signals and communications systems, electrical wires, plumbing and drainage required for the operation of the LRT Line and Station. The Grantor will require the City, through the Public Ramp Easement and the Interface Agreements, to construct the conduit and to allow the Grantee permanent access pursuant to the Operations and Maintenance Agreement to the conduit and any other equipment or facilities that Grantee may locate, pursuant to the Construction Interface Agreement, within the Public Ramp, for maintenance and repair.

10. **SIDEWALK RESERVATION.**

The Grantor is going to grant the City a pedestrian right-of-way over and across the southeast corner of the Burdened Property, including the southeast entry way of the Permanent Easement, within the area as described and depicted in Exhibit B-1, attached hereto. The permanent description will be based on the "as built" location of the pedestrian right-of-way and will be depicted as Exhibit B-4. The Grantor reserves the right to grant the City this pedestrian right-of-way paramount and superior to the LRT Easements.

11. INTERFACE AGREEMENTS.

- (a) Construction Interface Agreement. As soon as possible and no later than April 30, 2002, the Parties agree to enter into the Construction Interface Agreement (“Construction Interface Agreement”) between themselves and the City and MnDOT which will:
- (i) govern the entry upon and use of Grantee’s Permanent, Temporary Construction and Temporary Construction Staging LRT Easement Areas by the parties to the Construction Interface Agreement, their employees, agents, contractors, successors and assigns for so long as the LRT Easements are in effect; and
 - (ii) govern the construction and testing coordination and interface between the LRT Project and the Transit Oriented Development and any other public projects interacting with the LRT Project.
 - (iii) The executed Construction Interface Agreement will become part of and is hereby incorporated into this Easement Agreement as Exhibit E.
- (b) Operations and Maintenance Interface Agreement. As soon as possible and no later than April 30, 2003, the Parties agree to enter into an Operations and Maintenance Interface Agreement (“Operations and Maintenance Interface Agreement”) between themselves and the City of Minneapolis which will:
- (i) govern the entry upon and use of Grantee’s Permanent, Construction, Construction Staging and Platform Maintenance Easement Areas by the parties to the Operations and Maintenance Interface Agreement, their employees, agents, contractors, successors and assigns for so long as the LRT Easements are in effect; and
 - (ii) govern the operations and maintenance coordination and interface between the LRT Project and the Transit Oriented Development and any other public projects interacting with the LRT Project;
 - (iii) The executed Operation and Maintenance Interface Agreement will become part of and is hereby incorporated into this Easement Agreement as Exhibit F.

12. GRANTEE USE CONDITIONS.

Upon the Easement Entry Date, the Grantee will have the free use and enjoyment and possession of the LRT Easement Areas, subject to the following conditions:

- (a) Costs. The Grantee will be responsible for and pay, when due, all costs, expenses, fees, permits, licenses, utilities, taxes and governmental charges in connection with the construction, operation and maintenance of the LRT Line and Station, and the use and possession of the LRT Easement Areas.

- (b) Permits and Approvals. The Grantee will secure, at Grantee's sole cost, all permits, licenses and approvals necessary and required for the Grantee's permitted use and possession of the LRT Easement Areas.
- (c) No Liens or Encumbrances. The Grantee, in its use and possession of the LRT Easement Areas, will not permit or grant any security interest in, or create or allow to exist, any liens, charges or encumbrances in or to the LRT Easement Areas.
- (d) Applicable Laws. The Grantee will comply with all applicable federal, state and local laws, ordinances and regulations in the Grantee's use and possession of the LRT Easement Areas.
- (e) Construction of Improvements. The Grantee will, or cause its contractors to, construct the LRT Line and Station improvements entirely within the LRT Permanent Easement Area, and such improvements will not encroach upon, or overhang, or penetrate or unduly interfere with or into the Burdened Property or the Transit Oriented Development.
- (f) Insurance. The Grantee is a self-insured public entity subject to the public entity tort liability limits of Minnesota Statutes, Section 466. The Grantee for the construction and testing of the LRT Line and Station has obtained an Owner Controlled Insurance Program insurance policy, providing commercial general liability and "all-risk" builders risk property coverage for Grantee's use and possession of the LRT Easement Areas. The Grantee will provide the Grantor with a copy of this insurance policy and with respect to this Agreement name the Grantor and the City of Minneapolis as additional insureds under the policy. The Grantor, or its agents or contractors, will provide statutorily required workers compensation insurance for all employees working within the LRT Easement Areas.
- (g) Hazardous Waste. The Grantee, in its use and possession of the LRT Easement Areas, will not, nor cause to be, nor allow any other person to, deposit, store, dispose of, place or otherwise locate or allow to be located on or within the LRT Easement Areas, any hazardous substances, hazardous wastes, pollutants or contaminants, including petroleum-based products, as those terms are defined under any federal, State of Minnesota or local statute, ordinance, code or regulation, except such hazardous substances as are ordinarily used in and necessary for the construction, operation and maintenance of the LRT Line and Station, provided that such use is in accordance with all applicable laws and regulations.

13. GRANTOR RESERVATION OF RIGHTS.

The Grantor hereby reserves for itself, its successors and assigns, the following rights within the Easement:

- (a) Reciprocal Rights. The Grantor shall have the reciprocal right to the full use and enjoyment of the Permanent Easement Area as a member of the public subject to the ordinary condition and restriction the Grantee may establish for the LRT Easement Areas.
- (b) Improvements. Subject to the terms of the Interface Agreements, the Grantor has the right to construct and maintain, within the Permanent Easement Area, certain improvements that are necessary and required to support the Transit Oriented Development, including, but not limited to, HVAC systems, structural columns and supports, and ingress and egress access. Upon the effective date of the Permanent, Temporary Construction and Temporary Construction Staging LRT Easements, Grantor, its employees, agents, contractors, successors and assigns shall have no right to enter upon or use in any way the Grantee's LRT Easements except (a) with the written permission of Grantee or (b) in accordance with the terms and conditions of the Interface Agreements. The construction and maintenance of any Transit Oriented Development improvements within the Permanent Easement Area shall not unduly interfere with or disrupt or impede the Grantee's use and possession of the Permanent Easement Area, or with the construction, operation and maintenance of the LRT Line and Station. In the construction, inspection, maintenance, repair or replacement of any Transit Oriented Development improvements within the Permanent Easement Area, the Grantor, its employees, agents or contractors shall: (i) remove all equipment, materials and other personal property placed upon the Permanent Easement Area; (ii) remove all debris resulting therefrom; and (iii) generally restore any disturbance to the Permanent Easement Area as near to its original condition as possible, except for the permitted improvements constructed or placed thereon.
- (c) Air and Below Surface Rights. The Grantor has the right to construct, operate and maintain Transit Oriented Development improvements in those areas of the Burdened Property that lie adjacent to, over, under and around, including air and below surface rights, the Permanent Easement Area, so long as such improvements do not unduly interfere with or disrupt or impede the Grantee's use and possession of the Permanent Easement Area, or the LRT Line and Station and provided that the construction, operation and maintenance of the Transit Oriented Development improvements are in accordance with terms of the Interface Agreements.
- (d) Consultation and Notice. Prior to undertaking any construction or maintenance as described in Section 13(a) herein, the Grantor shall consult with the Grantee regarding the construction or maintenance work to be undertaken by the Grantor. The Grantor, its employees, agents, contractors, successors and assigns will have no right to enter upon or use in any way the Permanent Easement Area except (a) with the written permission of Grantee, or (b) in accordance with the terms and conditions of the Interface Agreements.

14. LIABILITY.

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. Grantor's and Grantee's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

Grantor and Grantee each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and have minimum coverage consistent with the liability limits contained in Minnesota Statutes, Chapter 466.

15. RIGHT OF ENTRY.

The Grantor hereby grants to the Grantee a right of entry to enter upon the LRT Easement Areas between May 1, 2001, and the Easement Entry Date for the purpose of undertaking site investigation, surveying and engineering analysis. The Grantee shall (i) obtain the Grantor's approval twenty-four (24) hours prior to any entry; (ii) meet the Section 12 conditions, including insurance and indemnification; and (iii) not unduly interfere with, disrupt or impede the Grantor's use and possession of the Burdened Property.

16. COVENANT OF OWNERSHIP.

Grantor covenants that it is the Owner of and is in possession of the above-described premises and has the lawful right and authority to convey and grant the easements and right of entry described herein.

17. MISCELLANEOUS.

- (a) Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Grantee, at: Metropolitan Council
230 East Fifth Street
St. Paul, Minnesota 55101-1626
Attention: Regional Administrator

If to Grantor, at: Minneapolis Community Development Agency
105 Fifth Avenue South
Minneapolis, Minnesota 55401-2534
Attention: Executive Director

- (b) Governing Law. This Agreement may be construed and enforced according to and governed by the laws of the State of Minnesota.

- (c) Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.
- (d) Time. Time is of the essence in the performance of this Agreement.
- (e) Entire Agreement. This Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by any party or by any employees, officer, or agent of any party hereto that is not in writing and signed by all the parties to this Agreement shall be binding.
- (f) Severability. In any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.
- (g) No Joint Venture. The relationship between Grantor and Grantee is solely that of Grantor and Grantee and is not, nor shall it be deemed to create, a partnership or joint venture in the Project.

18. COVENANT RUNNING WITH THE LAND.

The Permanent Easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Grantee and the Grantor, and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK]

SCHEDULE OF EXHIBITS

- Exhibit A Legal Description of Burdened Property
- Exhibit B-1 Initial Depiction of Permanent Easement
- Exhibit B-2 Depiction of Construction Easement and Construction Staging Easement
- Exhibit B-3 Permanent Description of Permanent Easement (Future Exhibit)
- Exhibit B-4 Permanent Depiction of Permanent Easement (Future Exhibit)
- Exhibit C Structural Specifications
- Exhibit D Environmental Reports
- Exhibit E Construction Interface Agreement (Future Exhibit)
- Exhibit F Operations and Maintenance Interface Agreement (Future Exhibit)

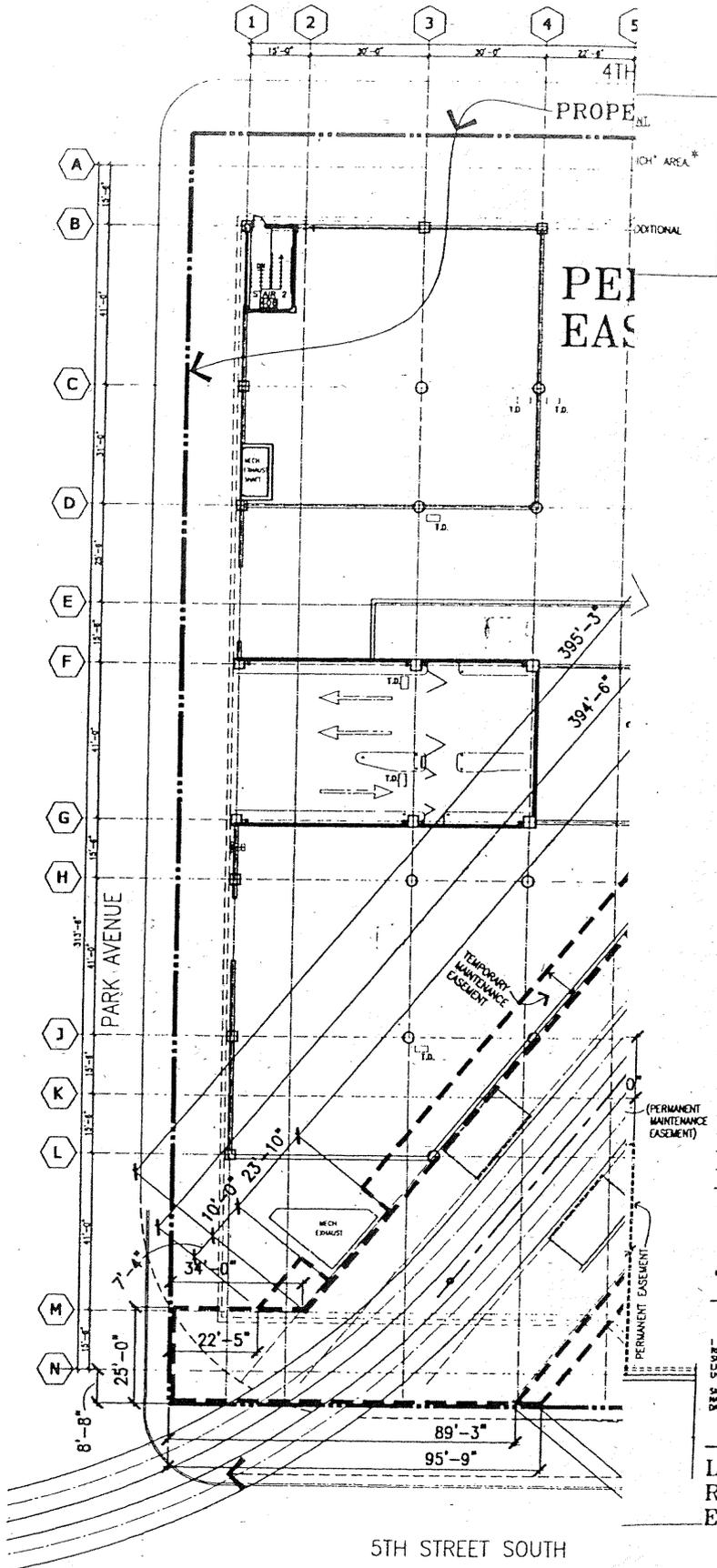
**EXHIBIT A TO
EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF BURDENED PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 73, Town of Minneapolis, and that part of the Southeasterly 6 feet of Seventh Avenue vacated, lying between extensions across said strip of land of the Southwesterly line of said Lot 1 and the Northeasterly line of said Lot 10, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

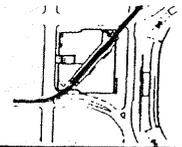
Being registered land.

DOWNTOWN
EAST LRT
STATION
PARKING
RAMP



1 PLAZA LEVEL FLOOR PLAN
1/16" = 1'-0"

KEY PLAN



Project Sponsors

MCDA

Metropolitan Council
Downtown Development Authority



WALKER
PARKING CONSULTANTS

2275 Hennepin Boulevard
Suite 400
Minneapolis, MN 55402
TEL: 612.338.1111

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

REVISION HISTORY



Architecture | Engineering | Planning
Hammel, Green and Abrahamson, Inc.
2225 Reform Place • Minneapolis, Minnesota 55402-1001
Telephone 612.337-6100 Facsimile 612.337.3012

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: _____
NAME: _____
DATE: MAR. XX, 2001 REGISTRATION NUMBER: XXXXXX

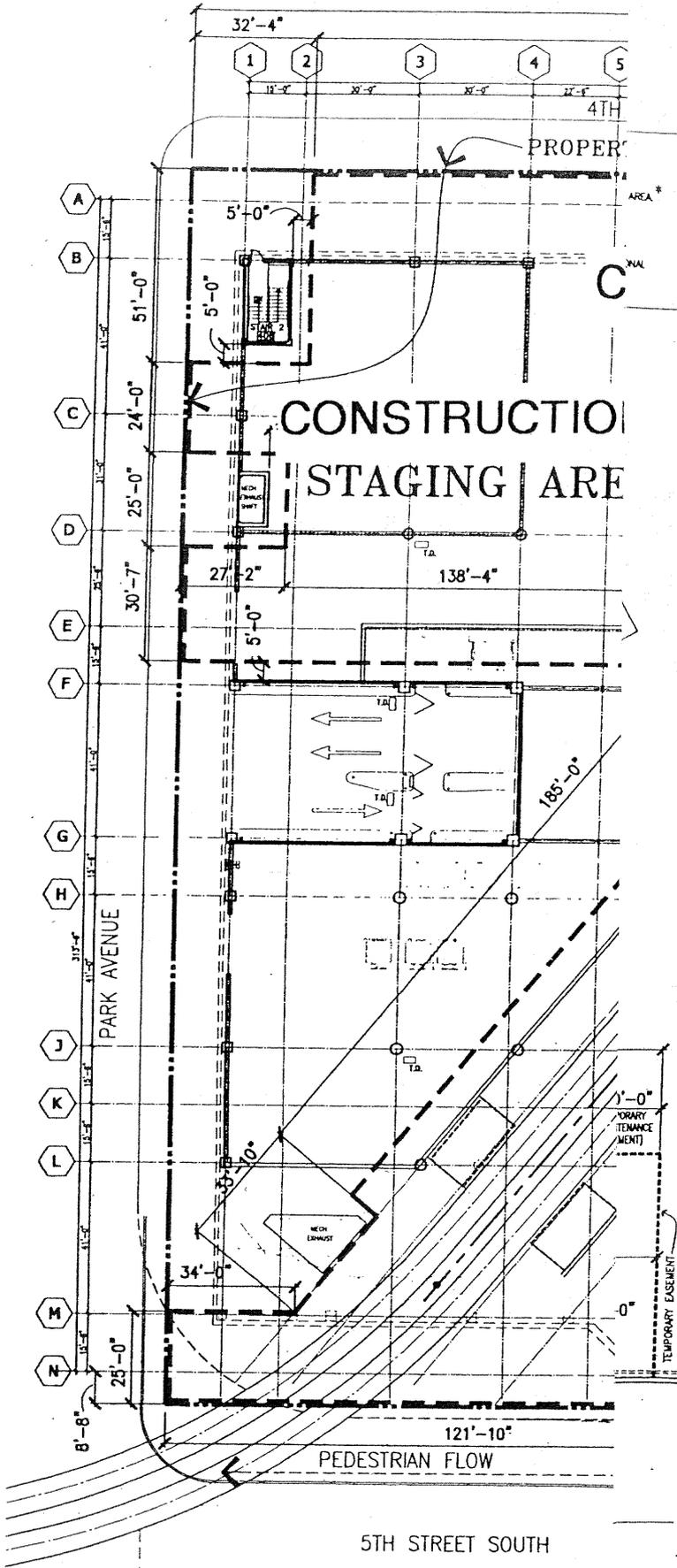
LRT
RIGHT OF WAY
EASEMENTS

CORR. NO. 0781-012-01
SCALE
DATE MARCH XX, 2001
DRAWN

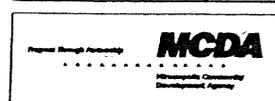
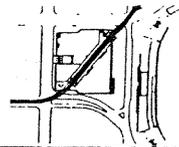
CP2 - PARKING RAMP

A001

DOWNTOWN
EAST LRT
STATION
PARKING
RAMP



KEY PLAN



NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

REVISION HISTORY



Architecture | Engineering | Planning
Hornum, Brown and Abrahamson, Inc.
1201 Harmon Place - Minneapolis, Minnesota USA 55409-1808
Telephone 612.337.4100 Facsimile 612.333.9613

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: _____
NAME: _____
DATE: MAR. XX, 2001 REGISTRATION NUMBER: XXXXX

LRT
RIGHT OF WAY
EASEMENTS

COMM. NO. 0781-012-01
SCALE _____
DATE MARCH XX, 2001
DRAWN _____

CP2 - PARKING RAMP

A001

1 PLAZA LEVEL FLOOR PLAN
1/16" = 1'-0"