

DECLARATION OF EASEMENTS

DATE: March 31, 2004

BY: CITY OF MINNEAPOLIS
a Minnesota municipal corporation ("Declarant")

RECITALS

- A. Declarant is the owner of the land described in Exhibit A ("Ramp Parcel") and the land described in Exhibit B ("Liner Parcel").
- B. Declarant desires to establish and confirm certain easements and other obligations on the Liner Parcel for the benefit of the Ramp Parcel and their respective owners and occupants.

DECLARATION

DECLARANT therefore declares that the Liner Parcel will be sold, conveyed, held and occupied subject to the following easements and obligations which run with the land and are binding on all parties having any right, title or interest therein:

1. Declarant hereby establishes, grants, conveys and reserves a perpetual non-exclusive easement over that part of the Liner Parcel described on Exhibit C (the "Access Easement") for the purpose of providing space to dump snow and vehicular access to clear and remove snow from the Ramp Parcel. The owner of the Liner Parcel at its expense will construct, keep and maintain the Access Easement in good order and condition, including prompt removal of snow and ice (other than snow and ice deposited in the Access Easement by the owner of the Ramp Parcel) and will not construct any above-grade improvements in the Access Easement within 16 feet six inches above finished grade. In the interim until completion of the permanent development on Lot 2, Block 1 of Mill Quarter Addition (the "Liner Development"), the Access Easement will be rough-graded and covered with a temporary paving to allow reasonable access, with full and final construction of the Access Easement to be completed no later than completion of the Liner Development. If the owner of the Liner Parcel fails to keep and maintain the Access Easement as required herein, the owner of the Ramp Parcel may perform such services on not less than ten days' prior written notice (or immediately for emergencies)

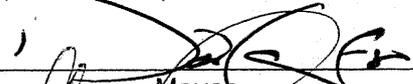
and charge the owner of the Liner Parcel the cost thereof. The owner of Ramp Parcel will coordinate snow removal with owner of Liner Parcel, complete snow removal as expeditiously as possible to minimize impact on Liner Parcel and will not be allowed to use the Access Easement for storage of snow. The owner of the Ramp Parcel (directly or through its contractors/agents) will indemnify the owner of the Liner Parcel for any claims relating to the Ramp Parcel owner's use of the Access Easement, and the owner of the Ramp Parcel will repair any damage caused by the Ramp Parcel owner's use of the Access Easement. If the owner of the Ramp Parcel fails to repair the Access Easement as required herein, the owner of the Liner Parcel may perform such repair on not less than ten days' prior written notice (or immediately for emergencies) and charge the owner of the Ramp Parcel the cost thereof. If the owner of the Ramp Parcel or Liner Parcel has commenced repair or maintenance activities within any such ten day notice period and thereafter carries out said repair or maintenance with reasonable diligence, then the owner of the other parcel shall not have the right to complete such repair or maintenance except in an emergency.

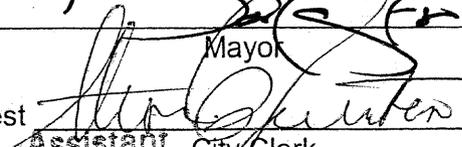
2. Declarant hereby establishes, grants, conveys and reserves a perpetual non-exclusive easement over that portion of the Liner Parcel described in Exhibit D (the "No Build Area") for the purpose of providing an open space area adjoining the southwest side of the Ramp Parcel wherein no buildings that interfere with the code-required open air ventilation system for the Ramp Parcel will be constructed or maintained. Nothing herein will limit the right of the owner of the Liner Parcel from constructing and maintaining surface parking facilities, walkways, driveways, landscaping, lighting, signage, and similar ground-level improvements that do not interfere with the snow removal access provided in section #1 above..

IN WITNESS OF this Declaration, Declarant has executed it as of the date set out at its head.

DECLARANT:

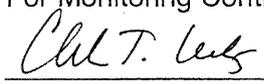
CITY OF MINNEAPOLIS

By 
Mayor

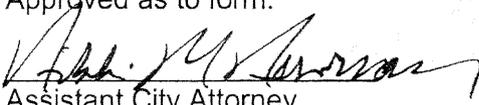
Attest 
Assistant City Clerk

Countersigned 
Finance Officer

Department Head Responsible
For Monitoring Contract:



Approved as to form:


Assistant City Attorney

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by R.T. Rybak, as Mayor, by Patrick P. Born, as Finance Officer, and by Steve Ristuben as _____ City Clerk of the City of Minneapolis, a Minnesota municipal corporation, on behalf of the municipal corporation.

Diana Saenger
Notary Public

Instrument Drafted By:

Minneapolis City Attorney's Office (NMN)
105 Fifth Avenue South #405
Minneapolis, MN 55401-2534
612.673.5273

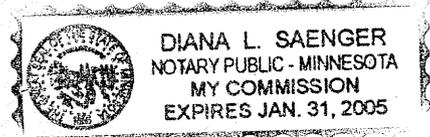


EXHIBIT A

DESCRIPTION OF RAMP PARCEL

Tract B, Registered Land Survey No. 1740, Hennepin County, Minnesota.

EXHIBIT B

DESCRIPTION OF LINER PARCEL

Lot 2, Block 1, MILL QUARTER ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT C
ACCESS EASEMENT

A strip of land 15.00 feet in width over Lot 2, Block 1, MILL QUARTER ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota. The northeast line of said strip is described as beginning at the most southerly corner of Tract B, Registered Land Survey No. 1740, Hennepin County, Minnesota; thence North 59 degrees 10 minutes 29 seconds West, assumed bearing along the southwest line of said Tract B and its extension a distance of 319.82 feet to the northwest line of said Lot 2 and said line there terminating.

EXHIBIT D

OPEN SPACE AREA

A strip of land 10.00 feet in width over Lot 2, Block 1, MILL QUARTER ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota. The northeast line of said strip is described as beginning at the most southerly corner of Tract B, Registered Land Survey No. 1740, Hennepin County, Minnesota; thence North 59 degrees 10 minutes 29 seconds West, assumed bearing along the southwest line of said Tract B a distance of 248.58 feet and said line there terminating.