

AGREEMENT

THIS AGREEMENT, is made and entered into as of the 1st day of January, 2005 by and between the City of Minneapolis, a Minnesota municipal corporation (hereinafter referred to as "City") and Deloris J. Fiterman, a single person, (hereinafter "Fiterman").

WITNESSETH:

WHEREAS, Fiterman is the owner of those tracts or parcels of land situated in the City of Minneapolis, County of Hennepin, Minnesota, described as:

The Northwesterly 30.00 feet of Lot 3, Block 38, St. Anthony Falls, except the Southwesterly 80.52 feet of the Southeasterly 20 feet of the Northwesterly 30 feet of Lot 3, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

Lot 4, except the Southwesterly 14 feet of the Northwesterly 58 feet thereof, and Lot 5, except the Southwesterly 14 feet thereof, all in Block 38, St. Anthony Falls, according to the plat thereof on file in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

The Southwesterly 65.00 feet of the Northeasterly 85.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

The Northeasterly 20.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on File and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

(Said tracts or parcels are hereinafter referred to as the "Fiterman Parcel" and are depicted for explanatory purposes only on the attached Exhibit A. In the event of a conflict between the legal description of the Fiterman Parcel and the depictions attached as Exhibit A, the legal description shall control); and

WHEREAS, Fiterman is also the owner of a certain commercial building located on the Fiterman Parcel known formerly as the Pillsbury Library, located at 100 University Avenue Southeast (hereinafter, "Library"); and

WHEREAS, the City is the owner of those tracts or parcels of land situated in the City of Minneapolis, County of Hennepin, Minnesota, described as:

The Southwesterly 80.52 feet of the Southeasterly 20.00 feet of the Northwesterly 30 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

The Northwesterly 28.00 feet of the Southeasterly 36 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota, except the Northeasterly 20.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet thereof; Also except the Southwesterly 65.00 feet of the Northeasterly 85.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet thereof.

(Said tracts or parcels are hereinafter referred to as the "City Parcel" and are depicted for explanatory purposes only on the attached Exhibit A. In the event of a conflict between the legal description of the City Parcel and the depictions attached as Exhibit A, the legal description shall control); and

WHEREAS, the City is also the owner of certain additional lands within said Block 38, St. Anthony Falls, described as:

Lots 1, 2, 9, and 10 of Block 38, St. Anthony Falls, and that part of Southeasterly 36 feet of Lot 3 lying Southwesterly of the Northeasterly 85 feet thereof also Southeasterly 8 feet of Northeasterly 85 feet of Lot 3.

upon which is located the St. Anthony Municipal Parking Ramp (hereinafter, "Ramp"); and

WHEREAS, the City desires to obtain certain rights as to the Fiterman Parcel which the City deems necessary in connection with its Ramp; and

WHEREAS, Fiterman desires to obtain certain rights as to the City Parcel for use in connection with the Library, and

WHEREAS, the City Parcel was acquired by the City for future expansion of the Ramp but is not presently needed for such use,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

I. EASEMENT IN FITERMAN PARCEL

Fiterman does hereby grant and convey unto City, its successors and assigns a nonexclusive appurtenant easement to enter upon and to utilize the Fiterman Parcel as necessary for the purpose of removing snow from the top level and roof of the Ramp and for the purpose of performing repairs and maintenance to the Ramp' structure, upon and subject to the terms, covenants and conditions set forth herein. The easement shall include the right of ingress and egress in, over, through and across the Fiterman Parcel by persons, vehicles and equipment to and from the Ramp as necessary and desirable of the aforesaid purposes.

II. LEASE OF CITY PARCEL

City does hereby lease and let unto Fiterman, and Fiterman does hereby hire and take from the City the City Parcel, upon and subject to the terms, covenants and conditions set forth herein. Reserving however, unto the City the rights to enter upon and utilize the City Parcel as necessary for the purposes of removing snow from the top level and roof of the Ramp and for the purposes of performing repairs and maintenance to the Ramp and its structure, as provided herein, and further reserving unto the City the right of ingress and egress in, over, through, and across the City Parcel by persons, vehicles and equipment to and from the Ramp as necessary and desirable for the aforesaid purposes.

III. USE OF CITY PARCEL BY FITERMAN

Fiterman expressly agrees that her use of the City Parcel is restricted solely to motor vehicle parking by tenants and customers of tenants of the Library, and that Fiterman shall comply with the applicable ordinances of the City of Minneapolis, including Chapter 319 of the Minneapolis Code of Ordinances relating to "Open Air Motor Vehicle Parking Lots". Fiterman

shall perform all maintenance and repair of the City Parcel and Fiterman Parcel at her own expense. Fiterman agrees that no foundation or structure of any kind is to be placed upon the City Parcel without the prior approval of the City, except the City agrees that Fiterman, at her own cost and expense, may landscape the premises, may blacktop the premises, may erect fencing and guardrails on the premises, and may erect a lighting system upon the premises acceptable to the City Engineer of the City of Minneapolis.

As of the date of the execution of this Agreement, the City observes that Fiterman may have deposited and stored on the City Parcel several substantial pieces of iron not contemplated as an allowed use as described in the preceding paragraph. In the event the City inspects its Parcel and confirms such an unallowed use has occurred, Fiterman upon written notice from the City shall promptly remove said pieces of iron from the City Parcel at her own expense.

#### IV. USE OF FITERMAN PARCEL BY CITY

The City agrees that to the extent practical its use of the City Parcel and Fiterman Parcel for removing snow from the parking facility will be confined to such periods of time that will be less apt to interfere with Fiterman's use of the Fiterman Parcel and the City Parcel ("the Parcels") for parking; provided, however, the City's rights hereunder shall be predominate in the event the City deems it necessary to disrupt Fiterman's use of the Parcels for parking. The City may not use the Fiterman Parcel in a manner that damages the Library or prevents reasonable pedestrian access to and from the Library.

The City agrees to give notice to Fiterman prior to any use of the Parcels for repairs or maintenance of the parking facility. The City will use its best efforts to accomplish such repair or maintenance work in a reasonably expeditious manner but its failure to do so shall not give rise to any pecuniary liability nor shall the City be liable for any inconvenience or interruption of

use of the Parcels occurring to Fiterman or others claiming use of the Parcels for parking through Fiterman.

If the City's use of the Parcels for repairs or maintenance of the Ramp prevents Fiterman from using a substantial portion of the Parcels for parking purposes, the City will provide substitute parking in the Ramp to the extent of the parking spaces disrupted.

V. INDEMNITY AND INSURANCE

The City agrees to pay and to protect, indemnify and defend Fiterman from and against any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments brought by third parties for any damage to property, bodily injury or death directly and solely arising out of or related to the City's ingress and egress activities on the Fiterman Parcel pursuant to the terms of this Agreement, except to the extent of Fiterman's negligence, failure to perform under this Agreement, or intentional misconduct.

Fiterman agrees to pay and to protect, indemnify and save harmless the City from and against any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from the following:

- Any work or thing done by Fiterman or at her direction in, on, or about the City Parcel.
- Injury to, or the death of persons or damage to property located on the City Parcel or upon curbs, or in any manner growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management, or occupation of the City Parcel or resulting from the condition thereof.
- Any negligence on the part of Fiterman or any of her agents, contractors, servants, employees, licensees, or invitees in connection with her or their use of the City Parcel.
- Violation of any agreement or condition of this Agreement or of conditions, agreements, restrictions, statutes, charters, laws, rules, ordinances, or regulations affecting the City Parcel or the ownership, occupancy, or use thereof.

Fiterman shall secure and maintain Commercial Liability Insurance providing coverage not less than that of the standard Commercial General Liability insurance policy ("Occurrence Form") for operations of Fiterman or its contractors. The policy shall include contractual, personal injury, bodily injury and property damage liability coverages with total available limits not less than \$1,000,000 general aggregate and \$1,000,000 aggregate products and completed operations, and this Commercial General Liability insurance policy shall name the City as an additional insured.

The City does not represent that the above coverage and limits are adequate to protect Fiterman's or its contractors' interest and assumes no responsibility therefor.

All deductibles shall be the responsibility of Fiterman or its contractors.

All insurance secured by Fiterman under the provisions of this Article shall be issued by insurance companies acceptable to the City and admitted to do business in Minnesota. The insurance specified in this Article may be in a policy or policies of insurance, primary or excess.

Insurance required under the terms of this Agreement shall provide that the insuring company will notify the City at least thirty (30) days prior to the effective day of any policy cancellation, modification, or non-renewal. With the Commencement Date of this Agreement, Fiterman shall cause to be furnished to the City certificates of insurance on a City provided form or acceptable substitute evidence of the insurance required. The City may direct that copies of the actual insurance policies, or renewals or replacements thereof, be submitted to it. The premiums for the insurance specified above to be obtained by Fiterman will be paid for by Fiterman. Failure to obtain insurance required in this Agreement shall be deemed a material default of this Agreement.

After any natural or man made disaster including terrorist attack, or within 180 days preceding every fifth yearly anniversary of the Commencement Date, the City may change the type of insurance protection or increase the Insurance Limits required by this Agreement. Said changes or increases shall reflect standards and limits of insurance generally accepted in the Insurance Industry for parking uses as conveyed herein. The City shall provide written notice of any changes in the manner set forth herein. Fiterman shall have a reasonable period of time to meet the insurance obligations specified in the City notice.

VI. ASSIGNABILITY

Fiterman agrees and covenants not to assign her leasehold interest hereunder nor to sublet all or any part of the City Parcel without written consent of the City which consent the City agrees shall not be unreasonably withheld if the assignee or sublessee is also the purchaser from Fiterman of the fee interest in the Library property and the Fiterman Parcel and assumes the obligations and covenants of Fiterman under this Agreement.

Fiterman shall not mortgage or encumber her interest hereunder in the City Parcel without the consent of the City.

Fiterman shall not create or permit any lien to be established or to remain against the City Parcel or their interest therein.

VII. DURATION AND TERMINATION

A. Term

The term of this Agreement shall be for the period of Twenty (20) years beginning on the 1st day of January, 2005 and shall continue from such date of beginning and extend through the 31st day of December, 2024, unless otherwise terminated, revoked, or cancelled, as hereinafter provided.

B. Termination

Either party may terminate this Agreement and the rights of both parties hereunder for the reasons set forth in Sections VII(B)(1) and VII(B)(2) by giving written notice to the other party not less than thirty (30) days before the effective date of such termination. Any termination of this Agreement or the rights of one party hereunder shall also terminate the rights of the other party hereunder.

1. Termination for default

If either party shall fail to observe and perform any covenant, condition or obligation on its part under this Agreement and written notice by the other party specifying the default has been given and the default has not been remedied within the thirty day period described above, the party aggrieved giving the notice may terminate this Agreement. Upon such termination, the City may lawfully enter upon the City Parcel and repossess the same with or without process of law and Fiterman may lawfully exclude the City from the Fiterman Parcel.

2. Other Termination

(a) It is specifically agreed that Fiterman, in her sole option, may terminate this Agreement at any time if she complies with Chapter 319 of the Minneapolis Code of Ordinances (or any successor ordinances regulating surface parking) and the City refuses to grant the necessary parking lot permit.

(b) It is specifically understood and agreed that in the event the City determines at any time prior to the expiration of this Agreement that it needs the City Parcel for expansion of the Ramp, the City may terminate this Agreement. Upon notice thereof as provided herein, Fiterman agrees to quietly surrender the City Parcel to the City and sign and deliver any document of release of her rights hereunder as requested by the City, and the City agrees to sign and deliver such

document or evidence of release of its rights hereunder as requested by Fiterman to record the termination of the easement against the Fiterman Parcel.

(c) In the event the Ramp is damaged as a result of fire or other casualty or circumstances where its use is materially hindered or the Ramp is damaged to such degree the City determines it cannot be repaired, the City shall notify Fiterman of said determination and this Agreement shall be terminated in its entirety.

(d) In the event the Ramp is closed to conserve funds, in response to changing public safety needs, or by act of the Minneapolis City Council, this Agreement will be modified as follows: The easement and lease will remain in effect for a period of two (2) years from the date of the closure. If the Ramp is not reopened or construction of a new ramp is not commenced and substantially completed within said two (2) year period, then the parties hereto may negotiate an additional two year extension of this Agreement or it shall terminate in its entirety with no further obligation on the part of the City or Fiterman.

#### VIII. PRIOR AGREEMENTS AND UNDERSTANDINGS

The parties hereto agree that any prior agreements, understandings, practices, leases or easements between the two parties affecting the City Parcel or Fiterman Parcel are hereby deemed null and void with the Effective Date of this Agreement. Both parties agree this Agreement is the only agreement between the two parties affecting the City Parcel and Fiterman Parcel.

The City represents to Fiterman and Fiterman represents to the City that there are no claims against the other for any act, failure to perform, or third party claim which has arisen due to the exercise of any previous agreement affecting the City and Fiterman Parcels. Each party

hereto waives the right to assert any claim or cause of action against the other for any unknown act or failure to perform accruing prior to the Effective Date hereof.

IX. EMINENT DOMAIN

If the Ramp is condemned or taken under the power of eminent domain or conveyed under threat thereof, this Agreement shall terminate in its entirety as of the date Title passes to the condemning authority. Any awards or damages awarded due to any act of eminent domain taken against the City Parcel shall belong exclusively to the City.

X. TAXES

Fiterman shall promptly pay when due all taxes or similar charges which may be imposed on the City Parcel due to the grant of any leasehold right granted to Fiterman by this Agreement. Tax, as used herein, shall be construed to include any form of tax, assessment, license or permit fee, rent tax, sales tax, franchise tax, real estate tax, payment in lieu of taxes, or personal property tax imposed by any entity with the authority to impose a tax or charge on any interest the City or Fiterman have in their respective easement rights.

XI. MISCELLANEOUS

A. Non-Discrimination

Fiterman agrees to comply with the applicable provisions of Minnesota Statutes, Section 181.59 and of Chapter 139 of the Minneapolis Code of Ordinances which relate to civil rights and discrimination.

B. Notices

Any notice or other communication required hereunder shall be deemed given if and when sent by registered or certified mail addressed to the party as indicated herein unless the party shall designate be written notice a different address.

If to City:

City Engineer (attn: Manager of Off Street Parking)  
City of Minneapolis  
203 City Hall  
Minneapolis, Minnesota 55415-1390

With a copy to:

Director of Property Services  
Room 223 City Hall  
350 S. 5<sup>th</sup> St.  
Minneapolis, Minn. 55415-1390

If to Fiterman:

Deloris J. Fiterman  
Fiterman Fine Arts Gallery  
100 University Avenue S.E.  
Minneapolis, MN 55414

With a copy to:

Thomas L. Bray  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157

## XII. GOVERNING LAW

The laws of the State of Minnesota shall govern the validity, construction, and enforceability of this Agreement. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be in courts in the State of Minnesota.

## XIII. ESTOPPELS AND RECORDATION

Each party, upon not less than 20 day's prior written notice from the other, will execute, acknowledge and deliver a written statement certifying:

1. That this Agreement is in full force and effect subject to such modifications as may have been agreed to as provided for herein.

2. That to the certifying party's knowledge there are no defaults or if there are any defaults specifying the default claimed.
3. Other matters as may reasonably be requested.

Fiterman shall record, at her own expense, an executed copy of this Agreement as against the Parcels with the Hennepin County Records Office. The City shall cooperate with said recordation. Fiterman shall upon demand by the City provide written evidence of such recordation. Any amendments, modifications, or termination of this Agreement following its execution shall be recorded under the same manner and conditions set forth herein.

[Signature Pages Follow]







FEBRUARY 11, 2005

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That the above-entitled Resolution, as amended, be further amended by increasing the appropriation for the Police Department Agency in the Grants - Federal Fund (030-400-E017) by \$43,000 and increasing the Revenue Source (030-400-E017 - Source 3210) by \$43,000.

Adopted 2/11/05.

Absent - Johnson Lee, Lane.

The **TRANSPORTATION & PUBLIC WORKS** Committee submitted the following reports:

**T&PW** - Your Committee recommends that the proper City officers be authorized to issue a Request for Proposals (RFP) for professional training consultants to provide driver/operator assessment and training and to establish standards to elevate proficiency, enhance safety, improve productivity, and reduce equipment maintenance costs. Funds are available within the current budget.

Colvin Roy moved that the report be referred back to the Transportation & Public Works Committee. Seconded.

Adopted upon a voice vote 2/11/05.

Absent - Johnson Lee, Lane.

**T&PW** - Your Committee recommends that the proper City officers be authorized to execute an easement agreement between the City of Minneapolis and Deloris J. Fiterman conveying rights of use between the two parties for the St. Anthony Municipal Ramp and Fiterman land adjoining the former Pillsbury Library.

Your Committee further recommends that said easement shall be in effect for twenty years commencing January 1, 2005, with no annual fee for the easement.

Adopted 2/11/05.

Absent - Johnson Lee, Lane.

**T&PW** - Your Committee recommends passage of the accompanying Resolution requesting extensions or additions to the Municipal State Aid Street System within the City of Minneapolis.

Adopted 2/11/05.

Absent - Johnson Lee, Lane.

Resolution 2005R-084 requesting additions to the Municipal State Aid Street System within the City of Minneapolis, was passed 2/11/05 by the City Council. A complete copy of this resolution is available for public inspection in the office of the City Clerk.

The following is the complete text of the unpublished summarized resolution.

**RESOLUTION 2005R-084**

**By Colvin Roy**

**Requesting additions to the "Municipal State Aid Street System" within the City of Minneapolis.**

Whereas, it appears to the City Council of the City of Minneapolis that the streets hereinafter described should be added to the system of "Municipal State Aid Streets" under the provisions of Minnesota Statutes of 1983, Chapter 162; and

Whereas, it is the desire of said City Council that said streets be added to the system of "Municipal State Aid Streets" as previously established;

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

That the streets described and numbered as follows be designated as "Municipal State Aid Streets" of said City subject to the release of the trunk highway jurisdiction and the approval of the Commissioner of Transportation of the State of Minnesota:



# CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
 12/20/2004

Mutual Service Casualty Insurance Company  
 Mailing Address: P.O. Box 44035 / St. Paul, MN 55114  
 Home Office: Two Plaza Drive / Arden Hills, MN 55118  
 (651) 441-7000

This certificate is issued as a matter of information only and grants no rights to the certificate holder. This certificate neither affirmatively nor negatively amends, alters or extends the coverage afforded by this policy(ies).

**INSURED**  
**FITERMAN, DELORIS J. (INDIVIDUAL)**  
**(DBA) FITERMAN ART GALLERY**  
 100 UNIVERSITY AVENUE SOUTHEAST  
 MINNEAPOLIS, MINNEAPOLIS, MN 55414

**COVERAGE**  
 This certifies the policy(ies) listed below has been issued to the insured (insured shown for the policy period indicated), including any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). Limits shown may have been reduced by paid claims or other policy provisions.

**POLICY NUMBER:** BMP 4 2228033      **EFFECTIVE DATE:** 12/17/2004      **EXPIRATION DATE:** 07/21/2005

<input type="checkbox"/> Property <input type="checkbox"/> Inland Marine <input type="checkbox"/> Equipment		Building or Location: _____		Limits \$ _____ \$ _____ \$ _____	
<b>General Liability</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/>		Limits General Aggregate \$ <u>3,000,000</u> Products - Comp/Op Aggr. \$ <u>2,000,000</u> Personal & Adv. Injury \$ <u>1,000,000</u> Each Occurrence \$ <u>1,000,000</u> Multi-Tier Prem. Routed to You \$ <u>100,000</u> Med. Exp. (Any one person) \$ <u>4,000</u> Liability and Med. Exp. \$ _____ Medical Expenses \$ _____ Fire Legal Liability \$ _____		<input type="checkbox"/> Umbrella General Aggr. \$ _____ Prods. - Comp/Op Aggr. \$ _____ Each Incident \$ _____ <input type="checkbox"/> Artists <input type="checkbox"/> POP General Aggregate \$ _____ Prods. - Comp/Wk Aggr. \$ _____ Personal and Adv. Injury \$ _____ Each Occurrence \$ _____ Fire Legal Liability \$ _____ Medical Payments \$ _____ Combined Single Limit (EA accident) \$ _____ Bodily Injury (Per person) \$ _____ Bodily Injury (Per accident) \$ _____ Property Damage (Per occurrence) \$ _____ Auto Only-Ca. Accident \$ _____ Other than Auto: EA Acc. \$ _____ Auto: Auto. \$ _____	
<b>Auto Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Designated Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos		<input type="checkbox"/> Comprehensive \$ _____ ded. <input type="checkbox"/> Specified Perils <input type="checkbox"/> Collision \$ _____ ded.			
<b>Damage Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> Dealer <input type="checkbox"/> Non Dealer <input type="checkbox"/> Dealers Pkwy. Num.		<input type="checkbox"/> Comprehensive \$ _____ ded. <input type="checkbox"/> Specified Perils <input type="checkbox"/> Collision \$ _____ ded.			
OTHER _____					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL ITEMS

**CORRESPONDING HOLDER**  
 CITY OF MINNEAPOLIS  
 GOVERNMENT CENTER  
 300 S. 6TH ST.  
 MINNEAPOLIS MN 55487

**CANCELLATION**  
 If any policy(ies) listed above is cancelled before the expiration date, Mutual Service Casualty Insurance Company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon Mutual Service Casualty, its agents or representatives.

Lender     
  Additional Insured     
  Loss Payee     
  Mortgagee  
 Authorized Representative: *Joseph J. Pajzda*



# CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
12/20/2004

Mutual Service Casualty Insurance Company  
Mailing Address: P.O. Box 4035 / St. Paul, MN 55114  
Home Office: Two First Trust Drive / Alden Hills, MN 55112  
(612) 431-9000

This certificate is issued as a matter of information only and grants no rights to the certificate holder. This certificate neither affirmatively nor negatively amends, alters or extends the coverage afforded by this policy(ies).

**INSURED**  
PITTMAN, DELORIS J. (INDIVIDUAL)  
(DBA) PITTMAN ART GALLERY  
100 UNIVERSITY AVENUE SOUTHEAST  
MINNEAPOLIS, HENNEPIN, MN 55414

**COVERAGES**  
This certifies the policy(ies) listed below has been issued to the insured shown for the policy period indicated, including any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and limitations of each policy(ies). Limits shown may have been reduced by paid claims or other policy provisions.

POLICY NUMBER: BMP-4 2230033 EFFECTIVE DATE: 12/17/2004 EXPIRATION DATE: 07/21/2005

Property  
 Inland Marine  
 Equipment

Building or Location: \_\_\_\_\_ Limits: \_\_\_\_\_

**General Liability**

Occurrence  
 Claims Made

Limits

General Aggregate	\$ 3,000,000
Products - Comp/Op Aggr.	\$ 2,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Multi-Tri Prem. Rented to You	\$ 100,000
Med. Exp. (Any one person)	\$ 5,000
Liability and Med. Exp.	\$ _____
Medical Expenses	\$ _____
Fire Legal Liability	\$ _____

Umbrella  
 Artisans  
 POP

General Aggr.	\$ _____
Prods. - Comp/Op Aggr.	\$ _____
Each Incident	\$ _____
General Aggregate	\$ _____
Prods. - Comp/WK Aggr.	\$ _____
Personal and Adv. Injury	\$ _____
Each Occurrence	\$ _____
Fire Legal Liability	\$ _____
Medical Payments	\$ _____

**Auto Liability**

Any Auto  
 All Owned Autos  
 Designated Autos  
 Hired Autos  
 Non-Owned Autos

Comprehensive \$ \_\_\_\_\_ ded.  
 Specified Perils  
 Collision \$ \_\_\_\_\_ ded.

Combined Single Limit (E&A accident)	\$ _____
Bodily Injury (Per person)	\$ _____
Bodily Injury (Per accident)	\$ _____
Property Damage (Per occurrence)	\$ _____
Auto Only - Cs. Accident	\$ _____
Other than Auto	Ex. Acc. \$ _____ Auto \$ _____

**Garage Liability**

Any Auto  
 Dealer  
 Non Dealer  
 Dealers Only Perm.

Comprehensive \$ \_\_\_\_\_ ded.  
 Specified Perils  
 Collision \$ \_\_\_\_\_ ded.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL ITEM(S)

**CERTIFICATE HOLDER**  
CITY OF MINNEAPOLIS  
GOVERNMENT CENTER  
300 S. 6TH ST.  
MINNEAPOLIS MN 55487

**CANCELLATION**  
If any policy(ies) listed above is cancelled before the expiration date, Mutual Service Casualty Insurance Company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon Mutual Service Casualty, its agents or representatives.

Lenderholder  
 Additional Insured  
 Loss Payee  
 Mortgagee

Authorized Representative: *Joseph J. Poyatos*

# CONTRACT SUMMARY FORM

<i>Department Contract Manager</i>			
Department Name		<i>F.W. Traffic and Parking Services</i>	
Contractor Name		<i>Debra J. Fiterman</i>	
Contractor Address		<i>Fiterman Fine Arts Gallery 100 Univ. Ave. S.E.</i>	
Contract Amount (Not Including Freight Or Sales Tax)		<i>N/A</i>	
Contract Start Date		<i>11/1/05</i>	Contract End Date <i>12/31/05</i>
Type Of Contract (Check all that apply)	<input type="checkbox"/> Result of Formal RFP <input type="checkbox"/> Result of Formal Bid <input type="checkbox"/> Real Estate Sale <input type="checkbox"/> Grant Award to City <input checked="" type="checkbox"/> Other	<input type="checkbox"/> Standard Agreement/Grant Form <input type="checkbox"/> Lease <input type="checkbox"/> Real Estate Purchase <input type="checkbox"/> Revenue (Non-Grant)	
Contract Description		<i>Easement for Rampend Library access</i>	
1. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Is the contract signed by the contractor (with contractor's signature notarized) and department head?			
2. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Are insurance certificates attached for all insurance required in the contract and will you ensure insurance certificates are current until contract close?			
3. Yes <input type="checkbox"/> No <input type="checkbox"/> Will you use federal or state funds to pay for this contract? If Yes, and the contract is with a non-profit, is this a <input type="checkbox"/> Vendor or a <input type="checkbox"/> Sub-recipient relationship? If Sub-recipient, then attach grant attachments.			
4. Yes <input type="checkbox"/> No <input type="checkbox"/> If the contract is a Standard Agreement or a Grant Form, did you change anything other than fill in the blanks?			
5. Yes <input type="checkbox"/> No <input type="checkbox"/> If you are using a Standard Agreement Form or a Grant Form, is the Exhibit A attached, filled-in and signed?			
6. Yes <input type="checkbox"/> No <input type="checkbox"/> If the contract exceeds \$50,000, was an RFP issued, SUBP goals set and Affirmative Action plan approved?			
7. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If you are not using a Standard Agreement Form or a Grant Form, is the Formal Council Action attached and has an Assistant City Attorney signed the contract?			
Department Contract Manager Name		<i>Tim Blazina</i>	
Department Contract Manager Signature		<i>[Signature]</i>	
Mailing Address	<i>31 9th St. N.</i>	Phone Number	<i>2242</i>

<i>Department Finance Staffperson</i>	
Vendor Code _____	Fund/Agency Code(s) To Pay Contract _____
<b>I CERTIFY THE ABOVE FUND-AGENCY APPROPRIATION HAS FUNDING AVAILABLE FOR THIS CONTRACT FOR THE CURRENT YEAR.</b>	
Department Finance Staff Name And Signature _____	
Send 2 copies of this form with contract originals to Contract Management. Identify commodity code below, if needed.	

<i>Contract Management Office (552 Towle)</i>	
Reviewed and approved by _____ Date _____	
FISCOL Price Agreement <b>C-21524</b>	Commodity Code _____ entered by _____ Date _____

One original contract and this form are filed in Contract Management. To have remaining documents sent elsewhere or to be called when ready for pickup, please provide name and address (or phone number) below.

Name	<i>David Sabie</i>	Address (or phone number)	<i>223 CH</i>
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MINNEAPOLIS  
TRAFFIC ENGINEERING DIVISION  
APR 11 1985

APPROVED BY CITY COUNCIL  
*city*  
May 8 1981  
City Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into as of the 1st day of January, 1985 by and between the City of Minneapolis, a Minnesota municipal corporation (hereinafter referred to as "City") and Thomas J. Blessing and Patricia M. Blessing, husband and wife, as joint tenants, residing in the City of Edina, County of Hennepin, State of Minnesota (hereinafter referred to jointly as "Blessing").

WITNESSETH:

WHEREAS, Thomas J. Blessing and Patricia M. Blessing are the owners of those tracts or parcels of land situated in the City of Minneapolis, County of Hennepin, Minnesota, described as:

The Northwesterly 30.00 feet of Lot 3, Block 38, St. Anthony Falls, except the Southwesterly 80.52 feet of the Southeasterly 20 feet of the Northwesterly 30 feet of Lot 3, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

The Southwesterly 65.00 feet of the Northeasterly 85.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

The Northeasterly 20.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on File and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

(said tracts or parcels hereinafter referred to as the "Blessing Parcel"); and

WHEREAS, Blessing is also the owner of certain additional lands within said Block 38, St. Anthony Falls, together with a certain commercial building thereon known as the former Pillsbury Library, located at 100 University Avenue Southeast; and

WHEREAS, the City is the owner of those tracts or parcels of land situated in the City of Minneapolis, County of Hennepin, Minnesota, described as:

The Southwesterly 80.52 feet of the Southeasterly 20.00 feet of the Northwesterly 30 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

The Northwesterly 28.00 feet of the Southeasterly 36 feet of Lot 3, Block 38, St. Anthony Falls, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota, except the Northeasterly 20.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet thereof; Also except the Southwesterly 65.00 feet of the Northeasterly 85.00 feet of the Southeasterly 28.00 feet of the Northwesterly 58.00 feet thereof.

(said tracts or parcels hereinafter referred to as the "City Parcel"); and

WHEREAS, the City is also the owner of certain additional lands within said Block 38, St. Anthony Falls, upon which is located the St. Anthony Municipal Parking Facility; and

WHEREAS, the City desires to obtain certain rights as to the Blessing Parcel which the City deems necessary in connection with its municipal parking facility; and

WHEREAS, Blessing desires to obtain certain rights as to the City Parcel for use in connection with the former Pillsbury Library Building, and

WHEREAS, the City Parcel was acquired by the City for future expansion of the parking facility but is not presently needed for such use.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

I. EASEMENT IN BLESSING PARCEL

Blessing does hereby grant and convey unto City, its successors and assigns a right and easement to enter upon and to utilize the Blessing Parcel as necessary for the purpose of removing snow from the top level and roof of the St. Anthony Municipal Parking Facility, and for the purpose of performing repairs and maintenance to the parking facility structure, upon and subject to the terms, covenants and conditions set forth herein. The easement shall include the right of ingress and egress in, over, through and across the Blessing Parcel by persons, vehicles and equipment to and from the parking facility as necessary and desirable for the aforesaid purposes.

II. LEASE OF CITY PARCEL

City does hereby lease and let unto Blessing, and Blessing does hereby hire and take from the City the City Parcel, upon and subject to the terms, covenants and conditions set forth herein.

Reserving however, unto the City the rights to enter upon and to utilize the City Parcel as necessary for the purposes of removing snow from the top level and roof of the St. Anthony Municipal Parking Facility and for the purposes of performing repairs and maintenance to the parking facility structure, as provided herein, and further reserving unto the City the right of ingress and egress in, over, through, and across the City Parcel by persons, vehicles and equipment to and from the parking facility as necessary and desirable for the aforesaid purposes.

III. USE OF CITY PARCEL BY BLESSING

It is expressly agreed by Blessing that the use of the City Parcel shall be restricted solely to motor vehicle parking by tenants and customers of tenants of the said Pillsbury Library building, and that Blessing shall comply with the applicable ordinances of the City of Minneapolis, including Chapter 319 of the Minneapolis Code of Ordinances relating to "Open Air Motor Vehicle Parking Lots".

All maintenance of the parcel shall be performed by Blessing at their own expense. Blessing agrees that no foundation or structure of any kind is to be placed upon the City Parcel without the prior approval of the City, except the City agrees that Blessing at their own cost and expense may landscape the premises, may blacktop the premises, may erect fencing and guardrails on the premises, and may erect a lighting system upon the premises acceptable to the City Engineer of the City of Minneapolis.

IV. The City agrees that to the extent practical its use of the City Parcel and Blessing Parcel for removing snow from the parking facility will be confined to such periods of time that will be less apt to interfere with the use of the Parcels for parking by Blessing provided however, the City's rights hereunder shall be predominate in the event the City deems it necessary to disrupt other uses of the Parcels.

The City agrees to give notice to Blessing prior to any use of the Parcels for repairs or maintenance of the parking facility. The City will use its best efforts to accomplish such repair or maintenance work in a reasonably expeditious manner but its failure to do so shall not give rise to any pecuniary liability nor shall the City be liable for any inconvenience or interruption of use of the Parcels occurring to Blessing or others claiming use of the Parcels through Blessing.

If the repairs or maintenance of the parking facility by the City shall prohibit the use of a substantial portion of the Parcels being used for parking purposes, the City will provide substitute parking in the St. Anthony Parking Facility to the extent of the parking spaces disrupted.

V. INDEMNITY AND INSURANCE

Blessing agrees to protect, indemnify and hold the City, its officers and employees harmless from any and all claims, actions, liability, costs and expenses of any kind or nature for loss or damages arising out of the use, possession or occupancy by Blessing of the City Parcel hereunder.

Blessing shall procure and maintain continuously in effect during the term of this Agreement a policy of insurance covering liability arising from the use and condition of the City Parcel with limits of at least \$100,000 for any one claimant and \$300,000 for any number of claims arising out of a single

occurrence, with a responsible insurance company licensed to transact business in the State of Minnesota, and wherein the City is an additional insured. A certificate of insurance evincing the coverage required hereunder shall be furnished to the City.

VI. ASSIGNABILITY

Blessing agrees and covenants not to assign their leasehold interest hereunder nor to sublet all or any part of the City Parcel without written consent of the City which consent the City agrees shall not be unreasonably withheld if the assignee or sublessee is also the purchaser from Blessing of the fee interest in the former Pillsbury Library building property and the Blessing Parcel and assumes the obligations and covenants of Blessing under this Agreement. Blessing shall not mortgage or encumber their interest hereunder in the City Parcel without the consent of the City.

Blessing shall not create or permit any lien to be established or to remain against the City Parcel or their interest therein.

VII. MISCELLANEOUS

A. Non-Discrimination

Blessing agrees to comply with the applicable provisions of Minnesota Statutes, Section 181.59 and of Chapter 139 of the Minneapolis Code of Ordinances which relate to civil rights and discrimination.

B. Notices

Any notice or other communication required hereunder shall be deemed given if and when sent by registered or certified mail addressed to the party as indicated herein unless the party shall designate by written notice a different address.

If to City:

City Engineer  
City of Minneapolis  
203 City Hall  
Minneapolis, Minnesota 55415

If to Blessing:

Thomas J. Blessing  
Patricia M. Blessing  
4501 Andover Rd.  
Edina, MN 55435

VIII. DURATION AND TERMINATION

A. Terms

The term of this Agreement shall be for the period of Twenty (20) years beginning on the 1st day of January, 1985 and shall continue from such date of beginning and extend through the 31st day of December, 2004, unless otherwise terminated, revoked, or cancelled, as hereinafter provided.

Provided further however that this Agreement and the term thereof shall terminate at any time that Blessing shall no longer be the owner of the former Pillsbury Library building property and the Blessing Parcel unless the City has consented to an assignment or sublease of the rights and interest of Blessing hereunder as provided by Article VI of this Agreement.

B. Termination

This Agreement and the rights of the parties hereto under this Agreement may be cancelled and terminated as hereafter provided by giving written notice to the other party not less than thirty (30) days before the effective date of such cancellation and termination. Any termination or cancellation of this Agreement or the rights of one party hereunder shall be a cancellation and termination of the rights of the other party hereunder.

C. Termination for default

If either party shall fail to observe and perform any covenant, condition or obligation on its part under this Agreement and written notice by the other party specifying the default has been given and the default has not been remedied, the party aggrieved giving the notice may cancel and terminate this Agreement. Upon such termination, the City may lawfully enter upon the City Parcel and repossess the same with or without process of law.

D. Other Termination

- (a) It is specifically agreed that Blessing, at their sole option, may cancel and terminate this Agreement in the event they shall comply with Chapter 319 of the Minneapolis Code of Ordinances and the City shall refuse to grant the necessary parking lot permit.
- (b) It is specifically understood and agreed that the City may have a need and use for the City Parcel prior to the expiration of this agreement. In the event the City in its sole discretion shall determine at any time prior to the expiration of this Agreement that it needs the City Parcel for expansion of the St. Anthony Municipal Parking Facility the City may cancel and terminate this agreement. Upon notice thereof as provided herein, Blessing agrees to quietly surrender the City Parcel to the City and sign and deliver any document of release of their rights hereunder as requested by the City.

IX. PREVIOUS AGREEMENTS

That certain easement as created in easement agreement dated July 3, 1975, filed December 12, 1975 as Document No. 4181596 is hereby terminated by mutual consent of the parties hereto.



CONSENT

The undersigned First National Bank in Anoka, a national banking association, with its principal office at Anoka, Minnesota, the holder of an interest in the premises referred to as the Blessing Parcel and described in the above Agreement by virtue of a mortgage dated June 27, 1983, recorded as Document No. 4804046, files of the County Recorder, Hennepin County, does hereby execute and deliver this consent in order to acknowledge the terms contained in the above Agreement and to consent to the rights granted therein.

First National Bank  
in Anoka

By: \_\_\_\_\_

its: \_\_\_\_\_

STATE OF MINNESOTA )  
  )ss  
COUNTY OF ANOKA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1985, by \_\_\_\_\_, the \_\_\_\_\_ of First National Bank of Anoka, a national banking association, on behalf of First National Bank of Anoka.

\_\_\_\_\_  
Notary Public

This Instrument was drafted by:

Minneapolis City Attorneys Office  
A-1700 Government Center  
Minneapolis, Minnesota 55487



CONSENT

The undersigned First National Bank in Anoka, a national banking association, with its principal office at Anoka, Minnesota, the holder of an interest in the premises referred to as the Blessing Parcel and described in the above Agreement by virtue of a mortgage dated June 27, 1983, recorded as Document No. 4804046, files of the County Recorder, Hennepin County, does hereby execute and deliver this consent in order to acknowledge the terms contained in the above Agreement and to consent to the rights granted therein.

First National Bank  
in Anoka

By: \_\_\_\_\_

its: \_\_\_\_\_

STATE OF MINNESOTA )  
  )ss  
COUNTY OF ANOKA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1985, by \_\_\_\_\_, the \_\_\_\_\_ of First National Bank of Anoka, a national banking association, on behalf of First National Bank of Anoka.

\_\_\_\_\_  
Notary Public

This Instrument was drafted by:

Minneapolis City Attorneys Office  
A-1700 Government Center  
Minneapolis, Minnesota 55487

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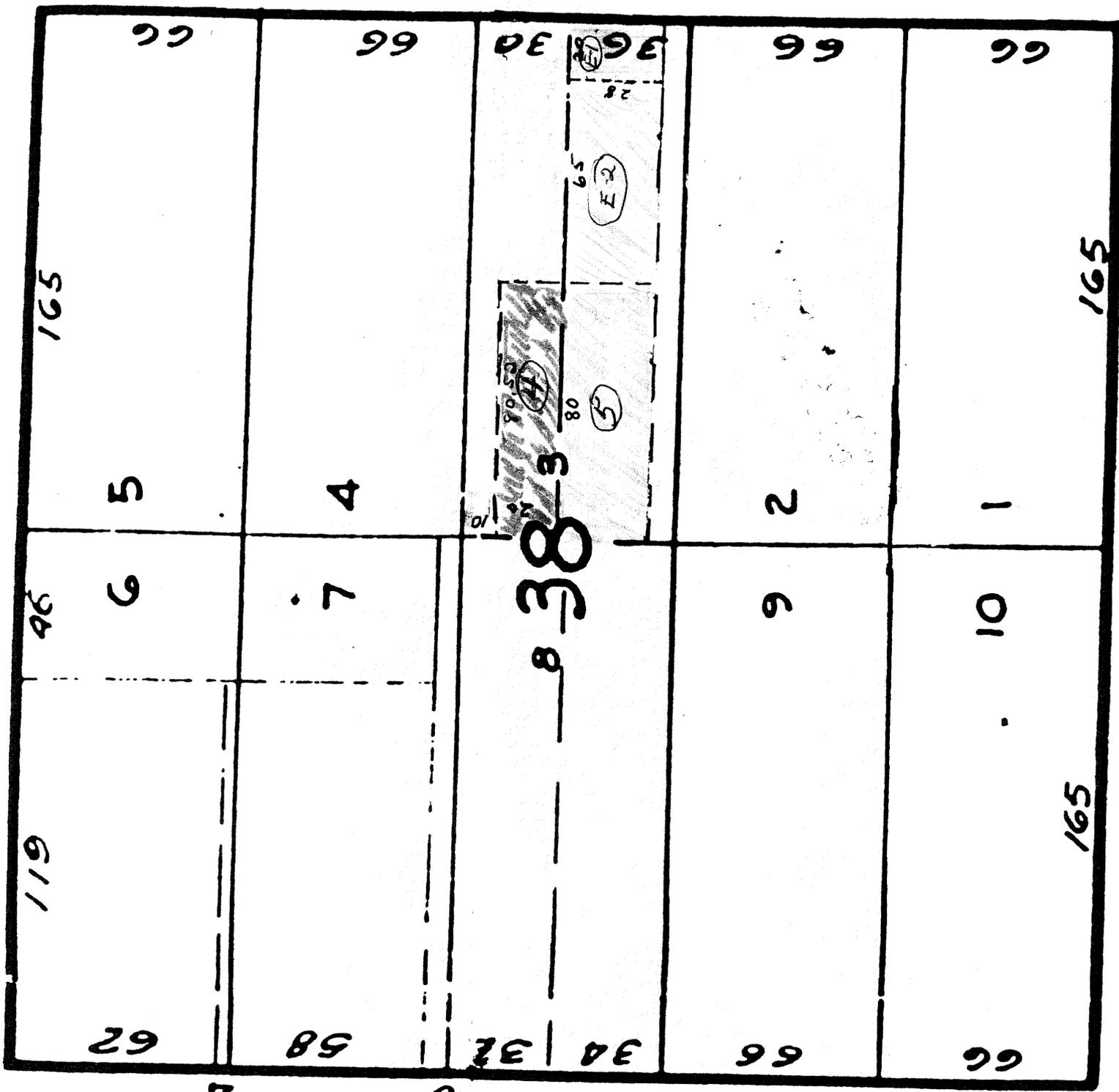
SW + NE

SE

2ND ST. SE.

UNIVERSITY AVE

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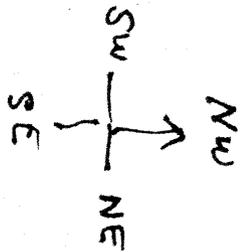
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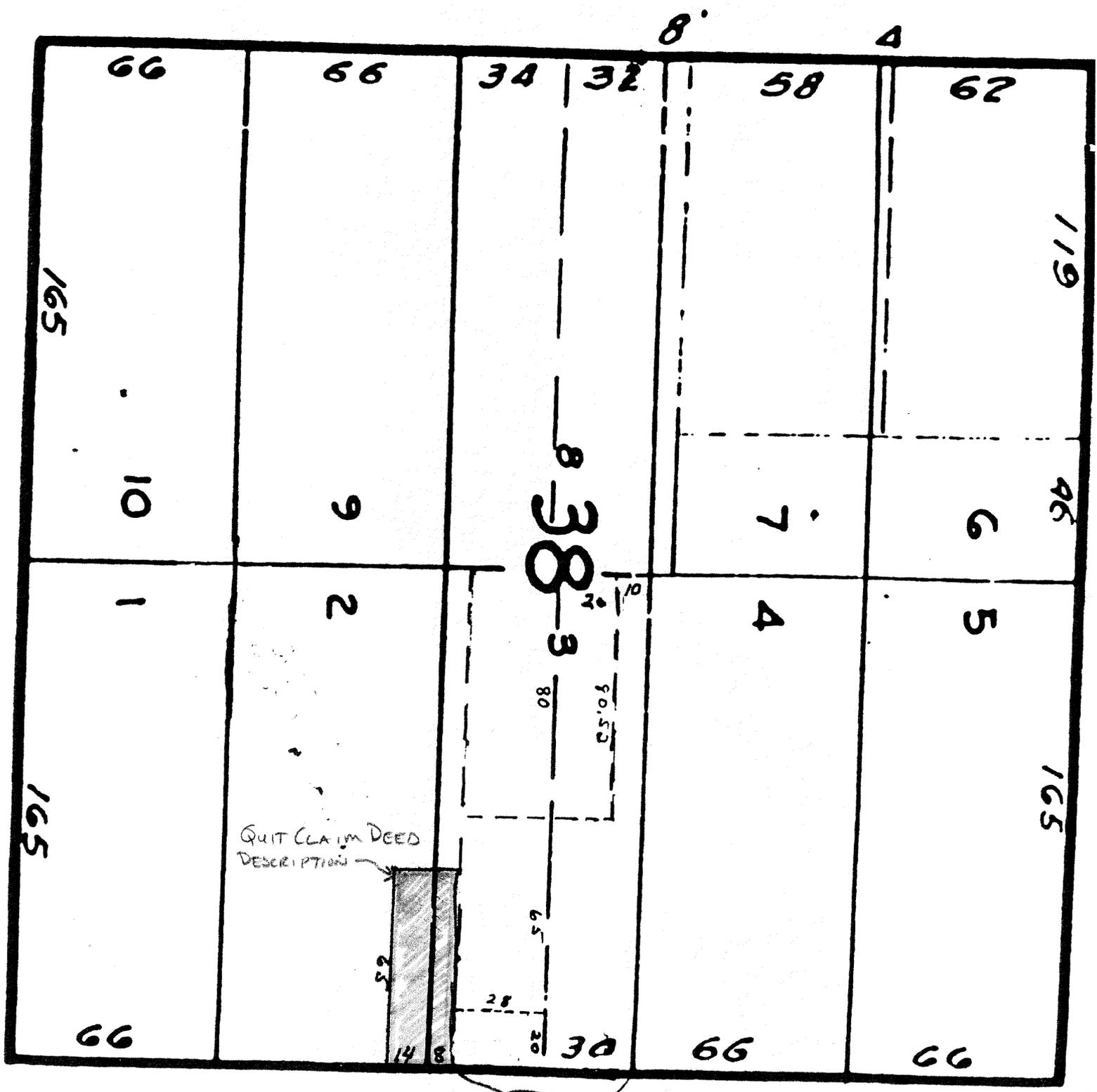
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QUIT CLAIM DEED  
DESCRIPTION



2ND ST. S.E.



UNIVERSITY AVE

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