

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of the 1st day of December, 1982, by and between the St. Anthony Athletic Club, a Minnesota corporation, hereinafter referred to as "Grantor", and the City of Minneapolis, a Minnesota municipal corporation, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, Grantor is the owner of Lot 8 and the Southeasterly 1 foot of Lot 7, Block 38, St. Anthony Falls, according to the plat on file as of record in the office of the Register of Deeds, Hennepin County, together with certain other lands located in said Block 38; and

WHEREAS, the City is the owner of Lot 9 and other certain parcels of land in Block 38, St. Anthony Falls, on which is located the St. Anthony Municipal Parking Facility; and

WHEREAS, as part of the construction of the parking facility, the City caused certain landscaping and grading work to be done on the westerly side of the parking facility, in accordance with the requests of Grantor; and

WHEREAS, as part of the parking facility, a snow chute was constructed which allows snow to be pushed from the roof of the parking facility to a concrete paved area located on the west side of the parking facility; and

WHEREAS, the City desires to obtain certain rights in the parcel of land owned by Grantor which the City deems necessary in connection with the operation and maintenance of its municipal parking facility and which rights the Grantor is willing to grant to the City;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Grantor does hereby grant and convey unto City, its successors and assigns, a right and easement in, upon, over, through and across the Southwesterly 80 feet of the Southeasterly 1 foot of Lot 7 and also the Southwesterly 80 feet of Lot 8, Block 38, St. Anthony Falls, according to the plat on file or of record in the office of the Register of Deeds, Hennepin County, (the "Easement Area") to enter upon and to utilize the Easement Area 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 right and easement granted hereby shall include the right of access by persons, vehicles and equipment as deemed necessary and desirable by the City for the aforesaid purposes.

2. The initial term of the Easement Agreement shall be for the period of Twenty (20) years commencing on the first day of December, 1982 and extending through the 1st day of December, 2002.

Grantor does hereby grant to City the right, at its option, to extend the term of this Easement Agreement for an additional period of Twenty (20) years from and after the date of the expiration of the initial term of this Easement Agreement, and so long as the parking facility is still standing, for an additional period of Twenty (20) years from and after the expiration of each and every extended term of this Agreement, upon the same terms and conditions as stated herein. Provided further that said option shall be deemed to have been exercised by City unless written notice shall have been given by City to the Grantor sixty (60) days before the expiration of the term, that the City does not desire to extend the term of this Agreement and in that event this Agreement shall terminate upon the expiration date.

3. The City agrees that to the extent practical its use of the easement area for removing snow from the parking facility will be confined to such periods of time that will be less apt to interfere with and disrupt other uses of the Easement Area by Grantor.

The City agrees to give notice to Grantor prior to any use of the Easement Area for repairs or maintenance of the Parking Facility.

The City will use its best efforts to accomplish any and all work in a reasonably expeditious manner but its failure to do so shall not give rise to any pecuniary liability nor shall the use of the Easement Area by the City cause the City to be liable for any inconvenience or interruption of use of the Easement Area by Grantor or others claiming use of the Easement Area through Grantor. The City agrees to repair or replace at its expense any part of the Easement area damaged by the City.

4. Any notice or other communication required hereunder shall be deemed given if and when delivered personally or mailed by registered or certified mail address 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 Grantor:

St. Anthony Athletic Club
113 S.E. Second Street
Minneapolis, Minnesota 55414

IN WITNESS WHEREOF, that parties have caused this Agreement to be duly executed as of the date first above written.

CITY OF MINNEAPOLIS:

ST. ANTHONY ATHLETIC CLUB

BY: _____
Mayor

BY: [Signature]

ATTEST: _____
City Clerk

ITS: President

COUNTERSIGNED:

Comptroller-Treasurer

AND: [Signature]

ITS: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by _____, the _____ of St. Anthony Athletic Club, a Minnesota corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by Donald M. Fraser, Lyall A. Schwarzkopf, and Mary Des Roches, the Mayor, City Clerk and City Comptroller-Treasurer, respectively, of the City of Minneapolis, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

