

APPLICATION NO.: HEN-OR1039500

128 UNIVERSITY AVE SE
St. Anthony MAIN
PARKING RAMP

ALTA COMMITMENT - 1982 Rev.

SCHEDULE A

APPLICATION NO.: OR1039500-H

1. EFFECTIVE DATE: April 19, 2006 AT 7:00 AM
2. POLICY OR POLICIES TO BE ISSUED:

'ALTA' RESIDENTIAL OWNERS POLICY REV 1987

'ALTA' OWNER'S POLICY 10-17-92

\$TO COME

PROPOSED INSURED:

TO COME

'ALTA' LOAN POLICY 10-17-92

PROPOSED INSURED:

OTHER POLICY ISSUED

PROPOSED INSURED:

OTHER POLICY ISSUED

PROPOSED INSURED:

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE AND TITLE THERETO IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

City of Minneapolis

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

Lots 1, 2, 9 and 10, 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 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 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 Northeasterly 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.

Abstract Property

Known as 128 University Avenue Southeast, Minneapolis, Minnesota.

SCHEDULE B – SECTION 1

REQUIREMENTS

The following are the requirements to be complied with:

1. The Title of To Come is to be established of record.

SCHEDULE B – SECTION 2
STANDARD EXCEPTIONS

- A Facts which would be disclosed by a comprehensive survey of the premises described herein.
- B Rights and claims of parties in possession.
- C Mechanics', Contractors', or Materialmen's liens and lien claims, if any where no notice appears of record.
- D Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the Title Policy.
- E Easements, or claims of easements, not shown by the public records.

IN ADDITION TO THE STANDARD EXCEPTIONS, CONDITIONS, STIPULATIONS AND EXCLUSIONS FROM COVERAGE CONTAINED HEREIN AND IN THE COMPANY'S USUAL FORM OF POLICY, THE LAND REFERRED TO IS, AS OF THE EFFECTIVE DATE HEREOF, SUBJECT TO THE FOLLOWING:

- 1. Special assessments ordered from Minneapolis. Information will follow by endorsement.
- 2. Taxes for 2006 in the amount of \$1,966.24 are not paid. (Base tax amount \$exempt.) (Tax No. 23-029-24-13-0076.)

NOTE: Hennepin County tax records indicate property is non-homestead for taxes payable in the year 2006.

Taxes for the year 2006 are exempt. (Base tax exempt) (Tax No. 23-029-24-13-0067.)

NOTE: Hennepin County tax records indicate property is non-homestead for taxes payable in the year 2006.

- 3. Terms and Conditions of Easement Agreement dated July 3, 1975, filed December 12, 1975 as Document No. 4181596.
- 4. Terms and conditions of a Memorandum of Lease dated December 20, 2005, filed February 6, 2006, as Document No. 8744320, referring to that certain unrecorded lease by and between City of Minneapolis, as lessor, and VoiceStream Minneapolis, Inc., as lessee.
- 5. Terms and Conditions of Agreement by and between the City of Minneapolis and Deloris J. Fiterman dated January 1, 2005, filed March 21, 2005 as Document No. 8547734.

NOTE: If there are any questions concerning the exceptions shown on this commitment, please call Rick Zilka at (612) 371-1178.

C-22663

Memorandum Of Lease

2942 8373
Recordings Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

A

Prepared by: Kay Marie Richards

T-Mobile USA, Inc.
8550 W. Bryn Mawr, Ste. 100
Chicago, IL 60631-3201
Attn: Leasing Department

Site Number:
Site Name:
Location:

A100841A
St Anthony Male
Minneapolis

Memorandum of Lease

Assessor's Parcel Number: 23-029-24-13-0076

Between the City of Minneapolis ("Landlord") and VoiceStream Minneapolis, Inc. ("Tenant")

A Site Lease Agreement (the "Lease") by and between the City of Minneapolis, a municipality ("Landlord") and VoiceStream Minneapolis, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms..

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Minneapolis

By:

Printed Name:

Its:

Date:

[Signature]
Klara Fabry
Director of Public Works
12-20-03

29428373
Recordings Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

TENANT: Voice Stream Minneapolis, Inc.

By:

Printed Name:

Its:

Date:

[Signature]
Hossein Sepehr
Director of Engineering and Operations
11-08-05

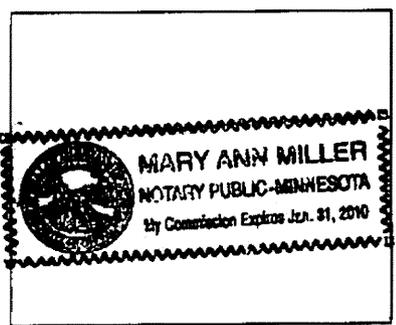
Site Number: A10841
Site Name: St Anthony Main
Market: Minneapolis

[Notary block for Landlord]

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on December 20, 2005 by Klea Fabry [title] Director of Public Works of City of Minneapolis a Municipality [type of entity], on behalf of said City of Minneapolis [name of entity].

Dated: 12/20/05



Mary Ann Miller
Notary Public
Print Name Mary Ann Miller
My commission expires January 31, 2010

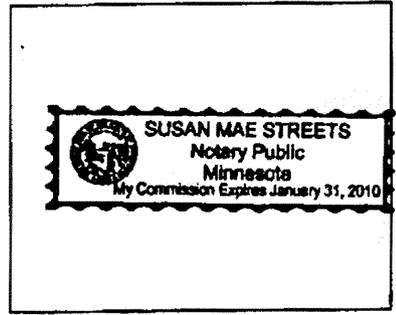
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director Engineering And Operations of VoiceStream Minneapolis, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 8, 2005



Susan Mae Streets
Notary Public
Print Name Susan Mae Streets
My commission expires January 31, 2010

(Use this space for notary stamp/seal)

Site Number: A100841
Site Name: St Anthony Main
Market: Minneapolis

FEBRUARY 11, 2005

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 55105
Home Office: Two First Trust Plaza / Arden Hills, MN 55112
(612) 831-9999

This certificate is issued as a matter of information only and does not constitute a contract. The certificate neither affirms nor negatively denies, alters or changes the coverage afforded by this policy(ies).

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

COVERAGE
This certificate (the policy) here below has been issued in the amount insured shown for the policy period indicated, including, wherever 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 each policy(ies). Limits shown may have been reduced by paid claims or other policy provisions.

POLICY NUMBER: BNP 4 223033

EFFECTIVE DATE: 12/17/2004

EXPIRATION DATE: 07/21/2005

- Property
- Inland Marine
- Equipment

Building or Location

Limit

General Liability

Limits

General Aggregate \$ 1,000,000
 Products - Comp/Op Aggr. \$ 2,000,000
 Personal & Adv. Injury \$ 1,000,000
 Each Occurrence \$ 1,000,000
 Med. Exp. (Any one person) \$ 5,000
 Liability and Med. Exp.
 Medical Payments
 Fire Legal Liability

Umbrella

General Aggr.

Products - Comp/Op Aggr.
Auto Collision

Automobile

General Aggregate

Products - Comp/Adv Aggr.
Personal and Adv. Injury
Each Occurrence
Net Legal Liability
Medical Payments

Auto Liability

- Any Auto
- All Owned Autos
- Non-Owned Autos
- Hybrid Autos
- Non-Owned Autos

Personal and Adv. Injury

Medical Payments

Collision

Comprehensive

Uninsured Motorist

Damage Liability

Any Auto

Dealer

Non Dealer

Dealers Play Perm.

Comprehensive

Specified Perils

Collision

OTHER

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

CERTIFICATE HOLDER
CITY OF MINNEAPOLIS
GOVERNMENT CENTER
300 S. 5TH 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 30 days written notice to the certificate holder named in 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.

- Licensed
- Additional Licensed
- Local Physic
- Non-Resident

Authorized Representative

Joseph J. Liggett

200-1114 (D 06)



CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
12/28/2004

Mutual Service Casualty Insurance Company
 Mailing Address: P.O. Box 44025 / St. Paul, MN 55104
 Home Office: Two First Trust Drive / Eden Hill, MN 55112
 (612) 451-4700

This certificate is issued as a matter of information only and does not constitute a contract. This certificate neither insures nor represents an insurable interest or coverage afforded by this policy(ies).

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

DESCRIPTION
 This certificate (the policy(ies)) listed below has been issued in the amount insured shown for the policy period indicated, subject to the requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance provided by the policy(ies) described herein is subject to all the terms, exclusions and conditions 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 Building or Location Umbrella General Aggr. Personal - Comp/Up Aggr. Auto Liability Garage Liability Other

General Liability
 Limits:
 Occurrences General Aggregate \$ **3,000,000**
 Claims Made Products - Comp/Up Aggr. \$ **3,000,000**
 Personal & Adv. Injury \$ **3,000,000**
 Each Occurrence \$ **1,000,000**
 Each Prem. Reported to You \$ **100,000**
 Med. Exp. (Any one person) \$ **5,000**
 Auto-Part Liability and Med. Exp. \$ _____
 Business-Meal and Expenses \$ _____
 Professional Liability \$ _____

Auto Liability
 Any Auto Non-Owned Autos Hired Autos Non-Owned Autos
 Dealer Non-Dealer Dealer/Plg. Parts
 Comprehensive Specified Parts Collision

Garage Liability
 Any Auto Dealer Non-Dealer Dealer/Plg. Parts
 Comprehensive Specified Parts Collision

OTHER

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

DECLARANT HOLDER
 CITY OF MINNEAPOLIS
 GOVERNMENT CENTER
 300 S. 6TH ST.
 MINNEAPOLIS MN 55407

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 in accordance with the law, but failure to mail such notice shall impose no obligation or liability of any kind upon Mutual Service Casualty, its agents or representatives.

Authorized Representative *Joseph J. Ligister*

Lender Additional Insured Loss Payee Mortgagee



Doc No 8744320 02/06/2006 12:12 PM
Certified filed and or recorded on above date:
Office of the County Recorder
Hennepin County, Minnesota
Michael H. Cunniff, County Recorder

Deputy 11 TransID 188999

Fees

\$35.50 DOC

\$10.50 SUR

\$46.00 Total

EXHIBIT A

Legal Description

Lots 1, 2, 9, and 10, 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 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 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 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.

Subject to the covenants, conditions and restrictions set forth in Document Nos. 4041180, 4181596, and 4028626.

PIN: 23.029.24.13.0076

PROPERTY TYPE: ABSTRACT



U29428373-01T04

MEMORANDUM OF LE
LOAN# MINNEAPOLIS
US Recordings



Doc No 8547734 03/21/2005 01:27 PM
Certified filed and or recorded on above date:
Office of the County Recorder
Hennepin County, Minnesota
Michael H. Cunniff, County Recorder
Deputy 18 TransID 101742

Fees
\$18.00 DOC
\$4.50 SUR
\$1.00 COPY
\$10.00 NS
\$33.50 Total

S
18-
copy

EW
Kerry Engler

AGREEMENT

8547734 C-21524

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. 720011

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

~~Metre~~ ~~VICES Inc.~~

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 by 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. 5th 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 Recorders 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]

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

CITY OF MINNEAPOLIS

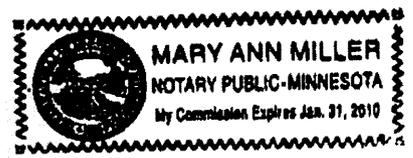
BY: *Klara Foley*
DIRECTOR OF PUBLIC WORKS

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 7th day of March, 2005, by Klara Foley, the Director of Public Works of the City of Minneapolis.

Mary Ann Miller
Notary Public

BY: *P. Bon*
FINANCE OFFICER



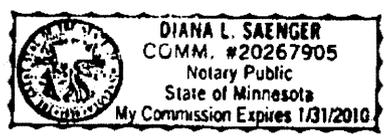
STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 7th day of March, 2005 by Patrick P. Bon, the Finance Officer of the City of Minneapolis.

Diana Saenger
Notary Public

APPROVED AS TO FORM:

Edward A. Bachtman
ASSISTANT CITY ATTORNEY



[Signature Page to Easement Agreement (Fiterman)]

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EASEMENT AGREEMENT

THIS AGREEMENT, Made this 3rd day of July, 1975, by and between NORTHLAND MILK AND ICE CREAM COMPANY, a Delaware corporation (hereinafter called "Northland"), and DOCTORS DIAGNOSTIC LABORATORIES, a Minnesota corporation, (hereinafter called "Doctors");

W I T N E S S E T H :

WHEREAS, Doctors owns a parcel of land lying in the County of Hennepin, State of Minnesota, described as follows, to-wit:

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,

(hereinafter called "Parcel A"); and

WHEREAS, Northland owns a parcel of land lying and being in the County of Hennepin, State of Minnesota, described as follows, to-wit:

That part of the Northeasterly 65.00 feet of Lot 3, lying Southeasterly of the Northwesterly 58.00 feet thereof and the Northwesterly 14.00 feet of the Northeasterly 65.00 feet of Lot 2, all in 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,

(hereinafter called "Parcel B"); and

WHEREAS, Northland has agreed to grant an easement or right-of-way to Doctors over Parcel B;

NOW, THEREFORE, in consideration of the grant contained herein, the parties hereto agree as follows:

1. Northland hereby grants unto Doctors, for successors and assigns, an easement and right-of-way, for the purpose of pedestrian and vehicular ingress and egress to and from Parcel A, to pass and repass along and over Parcel B.

STATE OF MINNESOTA
RUSHERSON IS

2. Doctors agrees that Northland shall have the right at any time to terminate the easement granted herein by the giving of 90 days' written notice thereof to it, said notice to be delivered to Doctors by registered or certified mail addressed to it at 102 University Avenue Southeast, Minneapolis, Minnesota. Doctors agrees that 90 days after the receipt of a notice terminating this easement as aforesaid, it will execute and deliver to Northland a quit claim deed releasing any right, title and interest it may have in said property by reason of this agreement.

3. Northland hereby represents and warrants that it has no present intention to exercise the right to terminate the easement granted herein and that it is intended by the grant of this easement that Doctors be able to use said easement for the purposes specified herein until such time as said easement in some way has an effect upon Northland's ability to use Parcel B or property owned by Northland which is contiguous to Parcel B.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be duly executed the day and year first above written.

NORTHLAND MILK AND ICE CREAM COMPANY

By *[Signature]*
Its *[Signature]*

By *[Signature]*
Its *[Signature]*

SEAL

STATE OF Minnesota
DEED
STAMP
TAX
DEPT. OF TAXES
02.20

