

6266

AUG 9 1985

18
City Clerk**SKYWAY AGREEMENT****(Sixth Street and Seventh Street Skyways)**

THIS AGREEMENT, made and entered into on the ____ day of December, 1985, by and between the CITY OF MINNEAPOLIS, a Minnesota municipal corporation (hereinafter called the "City") and LUTHERAN BROTHERHOOD, a Minnesota corporation (hereinafter called the "Company");

WITNESSETH

WHEREAS, Company is the fee owner of the tract of land bounded by Fourth Avenue and Fifth Avenue and Sixth Street and Seventh Street in the City of Minneapolis, and the building and appurtenances (the "Company Building") constructed thereon, which tract of land and Company Building are legally described in Exhibit A, attached hereto and made a part hereof, referred to as "Company Property"; and

WHEREAS, the Company Building was designed and constructed with a pedestrian concourse at the second floor (hereinafter called "Company Skyway Corridor") which was installed for the purpose of linking the Company Building with the existing skyway system; and

WHEREAS, City is the fee owner of the tract of land comprising generally the easternmost one-half of the block bounded by Fourth Avenue and Fifth Avenue and Fifth Street and Sixth Street in the City of Minneapolis, and the building and appurtenances ("Government Center Ramp") constructed thereon,

which tract of land and building are legally described in Exhibit B, attached hereto and made a part hereof, referred to as "Government Center Ramp Property"; and

WHEREAS, City is the fee owner of the tract of land comprising generally the easternmost one-half of the block bounded by Fourth Avenue and Fifth Avenue and Seventh Street and Eighth Street in the City of Minneapolis, and the building and appurtenances ("Centre Village Ramp") constructed thereon, which tract of land and building are legally described in Exhibit C, attached hereto and made a part hereof, referred to as "Centre Village Property"; and

WHEREAS, Company proposes to construct a skyway ("Sixth Street Skyway") to become a part of the existing skyway system in downtown Minneapolis and as a pedestrian walkway and service corridor over and across the public right-of-way of Sixth Street in the City of Minneapolis, which skyway will join the Company Building and the Government Center Ramp and will enter the Company Building at the northerly wall of the Company Skyway Corridor and will enter the southerly wall of the Government Center Ramp at the second floor level. Said Sixth Street Skyway will be constructed before or in conjunction with a proposed skyway between the Government Center Ramp and the Hennepin County Government Center and will be linked thereby to the existing skyway system; and

WHEREAS, City proposes to construct a skyway ("Seventh Street Skyway") to become a part of the existing skyway system in downtown Minneapolis and as a pedestrian walkway and service

corridor over and across the public right-of-way of Seventh Street in the City of Minneapolis, which skyway will join the Company Building and the Centre Village Ramp and will enter the Company Building at the southerly wall of the Company Skyway Corridor and will enter the northerly concourse of the Centre Village Ramp at the second floor level. Said Seventh Street Skyway will be constructed when funds become available to the City for such purpose and will connect the Centre Village Ramp with the existing skyway system through the Company Skyway Corridor, the Sixth Street Ramp and the proposed skyway from the Government Center Ramp to the Hennepin County Government Center; and

WHEREAS, City and Company desire to enter into this contract to set forth herein their agreements with respect to the responsibilities of the parties for the construction and ownership of the skyways.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, City and Company agree as follows:

ARTICLE I

CONSTRUCTION OF THE SKYWAY

1.1. The Architect. Company shall engage the services of Skidmore, Owings & Merrill, hereinafter referred to as the "Architect", for the development of preliminary and final plans and specifications for each skyway. The plans and specifications shall separately detail construction of the Sixth Street Skyway and the Seventh Street Skyway and the fees for all architectural services shall be paid separately; City paying for all services

as to the Seventh Street Skyway and Company paying for services as to the Sixth Street Skyway. In addition the Company shall hire Peterson Clark Associates to provide on site observation during construction and to assist the architect in the preparation of the bidding documents. The plans and specifications for each skyway shall be coordinated with, and subject to the reasonable approval of the Company and the Director of Public Works for the City. The Architect's fee and reimbursable expenses to the City shall not exceed \$124,209.13.

The Architect shall be required to provide a complete set of final plans and specifications required by the City and the Company to take bids and successfully hire a contractor to accomplish the construction of the Sixth Street Skyway and the Seventh Street Skyway. The bidding procedure as to the Centre Village Ramp shall conform to law as to bidding of public improvements. In addition, the Architect or Peterson Clark Associates shall provide weekly on-site supervision, or such on-site visits as may be necessary to properly supervise the project, continuous contract administration, review and approve all shop drawings, change orders, and be responsible to see that a set of "as built" drawings is prepared and submitted by the contractors.

1.2. Construction of the Sixth Street Skyway. As soon as reasonably possible Company shall exercise all reasonable efforts to obtain from governmental authorities, including the City of Minneapolis, permits or other approvals necessary to construct, maintain and use the Sixth Street Skyway. City shall cooperate

to the extent necessary to obtain such permits and approvals, however, nothing contained in this Agreement shall act as a waiver of any authority City has as a governmental regulatory unit.

Either before or in conjunction with the construction of the proposed skyway between the Government Center Ramp and the Hennepin County Government Center, Company shall construct at its own expense the Sixth Street Skyway. Company shall pay all cost and expense of construction of the Sixth Street Skyway including, but not being limited to, any and all structural support and necessary structural modifications to the Government Center Ramp, any and all heating, ventilation and electrical requirements of the skyway. The construction shall be done without significant modification from the approved preliminary plans and specifications. In no event shall construction begin later than one year after beginning of construction on the proposed skyway between the Government Center Ramp and the Hennepin County Government Center.

1.3. Construction of the Seventh Street Skyway. As soon as reasonably possible after construction of the Sixth Street Skyway, City shall exercise all reasonable efforts to obtain from governmental authorities, including agencies and departments of the City of Minneapolis, permits or other approvals necessary to construct, maintain and use the Seventh Street Skyway. Company shall cooperate to the extent necessary to obtain such permits and approvals. Nothing contained in this Agreement shall act as a waiver of any authority any agency or department of the City of Minneapolis has as a governmental regulatory unit.

As soon after construction of the Sixth Street Skyway as funds become available to the City, it shall construct at its own expense the Seventh Street Skyway. City shall pay all cost and expense of construction of the Seventh Street Skyway including, but not being limited to, any and all structural support and necessary structural modifications to the Company Building, any and all heating, ventilation and electrical requirements within the Seventh Street Skyway. The Company shall provide at its expense and within the Company Building all necessary systems for providing heat, ventilation and electricity to the Seventh Street Skyway. The construction shall be done without significant modification from the approved preliminary plans and specifications.

ARTICLE II

OWNERSHIP AND EASEMENT

2.1. Ownership. It is understood and agreed between the parties that the ownership of, or title to, the entire Sixth Street Skyway shall be in the Company and that the ownership of, or title to, the entire Seventh Street Skyway shall be in the City.

2.2. Easements. For the period provided in paragraph 2.3 hereof Company does hereby grant, bargain, quit claim and convey to City, its successors and assigns, for the benefit of the City property, a non-exclusive easement in, on, over and through the Sixth Street Skyway, the Company Skyway Corridor and the Seventh Street Skyway as they pass elevated over portions of Company's

property generally from north to south for purposes of construction, reconstruction, repair, maintenance, support, removal and use of the skyways all in accordance with the terms and conditions of this Agreement.

For the period provided in paragraph 2.3 hereof the City does hereby grant, bargain, quit claim and convey to Company, its successors and assigns, for the benefit of the Company, a non-exclusive easement in, on, over and through the Sixth Street Skyway and the Seventh Street Skyway as it passes elevated over or rests upon portions of City's property generally from north to south for purposes of construction, reconstruction, repair, maintenance, support, removal and use of the skyways all in accordance with the terms and conditions of this Agreement.

For the purposes of construction, reconstruction, repair, removal or maintenance of the skyways, all in accordance with and subject to, the terms and provisions of this Agreement, each party shall have reasonable access on, over and across the property of the other to the portion of such property occupied (or to be occupied) by the skyways.

Each party shall deliver to the other party such additional documents as the other party shall reasonably request confirming the ownership and easement rights herein granted.

2.3. Duration of Easements. The easements granted in this Article shall continue in effect for so long as the buildings to which the respective skyway is affixed continue to exist and all necessary permits and approvals to maintain and use the skyways remain in effect. Upon the demolition of any of the buildings to

which either skyway is attached the respective easements shall terminate and the skyway shall be removed.

2.4 Use of Easements. The skyways shall be used as, and only as, pedestrian walkways and service corridors by the parties hereto, their respective invites and successors and assigns. During such time as each skyway shall remain open to the public under the provisions of this Agreement, the City and Company shall provide suitable corridor access for pedestrian traffic from the skyway as it enters their respective buildings, to all suitable public pedestrian accesses within the respective building and shall provide suitable vertical access to exits on the street level of each of the respective buildings. Nothing contained in this Agreement shall prevent the temporary closure of the skyways or such corridors, when reasonable and necessary, to permit repairs and maintenance of the skyways, to prevent the public from acquiring prescriptive rights to the skyways, or permit repairs, maintenance or alterations to the respective buildings owned by the parties. It is specifically understood and agreed that Company may, in its sole discretion, reroute, alter, temporarily close or remove all or any portions of the skyway to accommodate Company's construction projects. Further, nothing contained in this Agreement shall prevent the Company from altering the course and route of the Company Skyway corridor as it passes through Company property so long as the Company provides suitable skyway corridor and additional easements as necessary which meet the approval of the City which said approval shall not be unreasonably withheld. Further, nothing contained

in this Agreement shall prevent the Company from using the Company Skyway corridor for providing such minor service and retail conveniences which do not unreasonably hinder the flow of pedestrian traffic through said corridor.

ARTICLE III

DESTRUCTION AND REMOVAL

3.1. Destruction. In the event that either skyway or any portion thereof shall be damaged or destroyed as a result of fire or other casualty, which destruction leaves the adjacent building standing and publicly operating, the owner of the damaged or destroyed skyway shall be obligated to restore the skyway to comply with the provisions of construction in this Agreement.

3.2. Removal. In the event that removal of either of the skyways is necessitated by revocation of any permit or approval required to maintain the skyway, the removal shall be accomplished by and at the expense of the owner of that skyway. In the event that removal of either of the skyways is necessitated by demolition of any one of the buildings to which the skyway is affixed, the party whose building is to be demolished shall cause removal of the skyway or skyways and restoration of the exterior of the other party's building or buildings to a state commensurate with that of the remainder of the exterior of such buildings, the cost of such removal, and restoration to be borne by the party whose building is to be removed.

ARTICLE IV

INSURANCE AND INDEMNITY

4.1. Insurance. During the construction phase of each skyway referenced herein, the party responsible under this Agreement to construct the skyway shall require its contractor to procure and maintain insurance policies during the life of the contract and until the work to be performed has been fully accepted, as follows:

a. Public Liability and Property Damage Insurance:

For and in behalf of himself, a general liability policy protecting against claims or damages for personal injuries, including accidental death, as well as against claims for property damage which may arise from operations under the contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them; provided that the contractor may require each of its subcontractors to procure and maintain, during the life of its subcontract, public liability coverage as provided herein. Said Public Liability and Public Property Damage insurance policy shall provide that the insurance company waives the right to assert the immunity of any governmental entity as a defense to any claim made under said insurance. The amount of said insurance will be as follows: Public Liability Insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to, or death of one person and subject to the same limit for each person in a total amount of not less than Three Hundred Thousand

Dollars (\$300,000.00) on account of one occurrence and property damage insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages to or destruction of property in any one occurrence.

The liability policies shall additionally name the City and Company as insured parties.

Property Damage Liability Coverage shall include coverage for hazards of explosion, collapse and damage to underground property and broad form property damage. Completed Operations Coverage shall be maintained in effect during construction and for a period of not less than one year after date of substantial completion of the work. The Contractor shall be responsible for all deductions or retentions which may apply to any of the insurance coverages.

b. Worker' Compensation Insurance: For all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor to provide Workers' Compensation Insurance for all his employees.

4.2. The Company agrees to defend, indemnify the City and save and keep it from any and all liability, claims, demands, actions or causes of actions or costs, including attorney's fees arising out of, directly or indirectly, the acts or omissions of the Company, its officers, agents, contractors or employees with respect to any work, improvement, inspection, modification, maintenance or repair relative to the Sixth Street Skyway, the Company Skyway Corridor or any obligation of Company under this Agreement relating to the Seventh Street Skyway.

The City agrees to defend, indemnify the Company and save and keep it from any and all liability, claims, demands, actions or causes of actions or costs, including attorney's fees arising out of, directly or indirectly, the acts or omissions of the City, its officers, agents, contractors or employees with respect to any work, improvement, inspection, modification or repair relative to the Seventh Street Skyway.

ARTICLE V

MAINTENANCE

5.1. **Maintenance by Company.** After the construction of each skyway span, Company, except as otherwise expressly provided herein, shall be responsible for all of the maintenance, ventilation, security, heating and electricity of the Sixth Street Skyway, the Company Skyway Corridor and the Seventh Street Skyway and all cost attributable to such maintenance thereof, which shall be done in a good and workmanlike manner and in accordance with all applicable laws and ordinances, permits and regulations of insurance underwriters. City shall reimburse Company for all such costs incurred by the Company for the Sixth Street Skyway and the Seventh Streets Skyway. The Company shall submit to the City a budget of estimated costs of maintenance for the succeeding year. The City will pay the Company one-twelfth (1/12) of the estimated annual cost of the maintenance of the Sixth and Seventh Street Skyways each month.

By May 1st of each year, Company shall calculate actual costs for the preceding year. If actual costs exceed the budgeted costs, City shall pay to the Company such excess. If

budgeted costs exceed actual costs Company will pay to the City such excess.

"Maintenance" as used herein shall mean the repair, periodic inspection, maintenance, cleaning and security including provision of forced air ventilation, heating and electricity and pro-rate share of property and: liability insurance. Any item or repair to the Seventh Street Skyway in excess of \$1,000 shall be first approved by the City.

City may at any time in its sole discretion act to terminate the agreement in this Article providing for maintenance of the Seventh Street Skyway upon ninety (90) days written notice to Company. From and after such termination of the maintenance agreement, City shall pay to Company any cost of forced air ventilation and heating and electricity still attributable to the Seventh Street Skyway.

Further, it is understood that the Company has entered into negotiation and an agreement with Clarel Corporation to assure the agreement of Clarel Corporation and the City as to Lease of air right so that the skyways which are the subject of this skyway agreement will be connected to the downtown skyway system. In connection with negotiations between itself and Clarel Corporation, Company has incurred expense and will in the future be obligated to pay an annual rental payment to Clarel Corporation. The City agrees to pay to Company the sum of Twenty Thousand, four hundred and forty five dollars and sixty cents (\$20,445.60) in repayment of the annual rental payment paid by Company through June 30, 1985. After payment of this amount City

will annually reimburse Company for annual rental payment to Clarel Corporation. Such reimbursement shall not exceed \$3,000.00 per year through the year 2000.

5.2 Hours of Operation. From and after the date that the Sixth Street Skyway is completed, the completed portion of skyways covered by this Agreement shall remain open from 6:30 a.m. to 6:30 p.m. on those days that the Hennepin County Government Center is open to the general public and such other hours as may be mutually agreeable. Each party shall retain the right to regulate access to its building or buildings as security may require.

5.3. Company as Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Company as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Company is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Any and all personnel of Company or other persons, while engaged in the performance of any work or services required by Company under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other person while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment

or alleged employment including, without limitation, claims of discrimination against the Company, its officers, agents, contractors or employees shall in no way be the responsibility of City.

ARTICLE VI

MISCELLANEOUS

6.1. Successors and Assigns. The provisions hereof shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.2. Waiver of Condemnation Awards. Company, for itself and its successors and assigns, hereby waives in favor of City any rights which it would otherwise have in any condemnation awards payable with respect to the City Property or the Seventh Street Skyway by reason of any easements or rights in that property granted or created by or arising out of this Agreement. City, for itself and its successors and assigns, hereby waives in favor of Company any rights it would otherwise have in any condemnation award payable with respect to the Company Property or the Sixth Street Skyway by reason of any easements or rights in that property granted or created by or arising out of this Agreement.

6.3. Signs. No signs shall be installed on or about the Sixth Street Skyway and/or Seventh Street Skyway without mutual consent of City and Company.

6.4. Non-discrimination. The provisions of Minnesota Statutes, Section 181.59 and of Chapter B9 of the Minneapolis Code of Ordinances, are made a part of this Agreement as though wholly set forth herein.

6.5. Notices. If at any time it is necessary or permissible to give any notice under the terms of this Agreement to either party hereto, such notice shall be served as follows:

To City: Department of Public Works
City of Minneapolis
Attention: Traffic Engineer
Room 203 City Hall
Minneapolis, MN 55415

To Company: Lutheran Brotherhood
Attention: Law Division
625 Fourth Avenue South
Minneapolis, MN 55415

6.5. Events of Termination. It is specifically understood and agreed between the parties that if, in the event prior to commencement of actual construction of the skyway, either of the following shall occur:

a. Governmental permits or approvals are not obtained, or if obtained, are revoked; or

b. Either party hereto determines that the estimated costs are unacceptable and notifies the other party;
the obligations and rights of the parties under this Agreement shall terminate. In the event of termination all architects fees and reimbursable expenses to the date of termination which are attributable to each party under Article 1.1 shall be paid by each party respectively.

Either party hereto may change the address or addresses to which notice is to be given to it by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

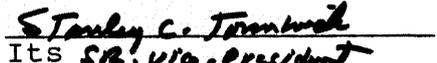
CITY OF MINNEAPOLIS

By: 
Donald R. Fraser, Mayor

Attest: 
Assistant City Clerk

Countersigned: 
Finance Officer

LUTHERAN BROTHERHOOD

By: 
Its SR. Vice-President

This instrument was drafted by:

WILLIAM C. DUNNING,
Assistant City Attorney
A-1700 Government Center
Minneapolis, MN 55487

5 1985

Your Committee recommends that permission be granted to Rudolphs Bar-B-Que, its successors and assigns to plant trees and shrubs within the public r/w of E Henn Av that is adjoining the building at 815 E Henn Av; also known as that part of Lot 3, Blk 37, Mill Co's Add to the Town of St Anthony Falls that is lying Nly of E Henn Av. Said trees and shrubs to be planted in such manner and location as shall be approved by the Dir of Public Works and the Minneapolis Park and Recreation Board and said trees to be planted in cut out sections of the public sidewalk and to be covered with a grating that is to be flush with the elev of said existing sidewalk. All encroachments are to be according to Plan No LA-5 of 5 that was prepared by Dahlgren, Shardlow and Uban and is attached to Petition No 236157 on file in the office of the City Clerk.

This permission is granted subject to all requirements and conditions set forth in Chapter 95 of the Minneapolis Code of Ordinances and in addition the following:

1. All work done is subject to the acceptance of the Director of Public Works and to obtaining the necessary permits.
2. The rights and privileges herein granted shall at all times be subject to all ordinances of the City of Minneapolis now existing or which may hereafter be passed relative to the use or maintenance of such encroachments.

Within 60 days after the publication of this action the applicant shall file with the City Clerk a written acceptance of the conditions stated above and the conditions set forth in said Chapter 95 of the Minneapolis Code of Ordinances, together with public liability insurance in the amount of \$500,000 and a surety bond in the amount of \$500. Failure to file such acceptance, bond and certificate of insurance within the time specified shall render the permission granted herein null and void. (PID 23-029-24-11-0110) (Vic 815 E Henn Av) (60299)

Passed August 9, 1985.
Approved August 15, 1985.
Donald M. Fraser, Mayor.
Attest: Lyle D. Lund, Assistant City Clerk.

GAF

Your Committee recommends that the proper City Officers be authorized to execute an agreement with Lutheran Brotherhood for development of the skyways crossing 6th & 7th Sts to include reimbursement of Lutheran Brotherhood's expenses related to design and construction of the 7th St Skyway and for reimbursement of expenses incurred in negotiations related to the Clarel Agreement for perpetual air rights easement in an amt of \$144,654.73 and further, that the annual fee charged by the Clarel Corporation per agmt with Lutheran Brotherhood in the amt of \$3,000 per year for the perpetual easement required to construct the 4th Av Skyway be reimbursed to Lutheran Brotherhood from the operation and maintenance expenses of the Government Center Municipal Parking Ramp (75-6892).

Your Committee further recommends that the City pay its prorated share of the operation and maintenance expenses of the 6th & 7th St Skyways defined as the operation and maintenance costs of the 6th St Skyway Street Crossing.

Your Committee further recommends that the proper City Officers be directed to negotiate with Embassy Suites Hotel, Ted Glasrud and Associates and Travelers Insurance Companies, owners of the 701 Building, for payment of the operation and maintenance expenses of the 7th St Skyway, to be equally divided between said parties. Funds are available in the Centre Village Project Fund (BW).

Adopted. Passed by final roll call as hereinafter noted.
Passed August 9, 1985.
Approved August 15, 1985.
Donald M. Fraser, Mayor.
Attest: Lyle D. Lund, Assistant City Clerk.

T&PS - Your Committee, having under consideration the start date of August 1, 1985 for the new Impound Towing contracts and that two of the four contractors that were to have had their contracts in place and to begin towing on August 1, 1985, were unable to meet the due date for various reasons as set forth in Petn No 235154 on file in the office of the City Clerk.

Your Committee therefore recommends that the deadline for execution of the Impound Towing Contracts be extended from August 1, to August 31, 1985.

Your Committee further recommends that the Purchasing Agent be authorized to issue purchase orders to two of the current towing companies to continue providing services to the City for one month (until Sept 1, 1985) at the same price and conditions as their current contracts.

Adopted. Passed by final roll call as hereinafter noted.
Passed August 9, 1985.
Approved August 15, 1985.
Donald M. Fraser, Mayor.

T&PS & W&M/BUDGET - Your Committee, having under consideration the funding for the 3rd Av / 5th St Parking Ramp, recommends: AUG - 9 1985

That the City Finance Officer be authorized to solicit proposals (RFP) for an underwriter and that the general funding concept be approved as a basis for selection of an underwriter and that all of the various funding mechanisms be included;

That the City Engineer negotiate with the Minn Commissioners of Transportation for a signed agreement setting the 3rd Av / 5th St Parking Ramp as the No. 3 priority for the Federal Aid Interstate Funding.

That the State authorize reimbursement to the City from Trunk Highway Funds if the federal government should default on repayment of the bonds; and

That the 1st Avenue Merchants and other interested persons be asked for their help in contacting the Commissioner of Transportation and the Governor for a guarantee of the funding for the 3rd Av / 5th St Parking Ramp.

Upon a voice vote, the Chair declared the report adopted.

Council Member Hoyt, at her request, recorded as declining to vote.
Passed August 9, 1985.
Approved August 15, 1985.
Donald M. Fraser, Mayor.
Attest: Lyle D. Lund, Assistant City Clerk.

AUG - 9 1985

T&PS & W&M/BUDGET - Your Committee recommends that the Traffic Engineering Division be authorized to advertise and receive bids for replacement of the computer system and modification of the software of the Computerized Traffic Signal Control System.

Your Committee further recommends that the following unspent balances of Traffic project appropriations in the Permanent Improvement Tax Fund (40) be reprogrammed to the Computerized Signal Control System:

- 1980 Miscellaneous Elec-trical (cash on hand) \$49,500
- 1981 Miscellaneous Elec-trical (cash on hand) 60,000
- 1982 Miscellaneous Elec-trical (cash on hand) 26,000
- 1983 Signal Systems 20,000
- TOTAL \$155,500

Adopted. Passed by final roll call as hereinafter noted.
Passed August 9, 1985.
Approved August 15, 1985.
Donald M. Fraser, Mayor.
Attest: Lyle D. Lund, Assistant City Clerk.

(A)

EXHIBIT A

"COMPANY PROPERTY"

Lots 1 through 10, inclusive, Block 217,
Town of Minneapolis, according to the
recorded plat thereof on file and of
record in the office of the Register
of Deeds of Hennepin County.

EXHIBIT B

"GOVERNMENT CENTER RAMP DESCRIPTION"

Lots 3 to 8 inclusive, Block 91, Town of Minneapolis.

EXHIBIT C

"RAMP DESCRIPTION 4A CENTRE VILLAGE"

All that part of the following described property which lies below an elevation of 925.00 feet, NGVD-1929 Sea Level Datum, to wit:

That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 29 North, Range 24 West, Minneapolis, Minnesota and that part of the city alley to be vacated which lies within the following described boundaries to wit: Commencing at the intersection of the Southwesterly line of Seventh Street South with the Northwesterly line of Fifth Avenue South: thence Northwesterly along the Southwesterly line of said Seventh Street South to a point which is 165.00 feet Southeasterly of the intersection of the Southwesterly line of said Seventh Street South with the Southeasterly line of Fourth Avenue South, as measured along said Southwesterly line of Seventh Street South: thence Southwesterly parallel with the Southeasterly line of said Fourth Avenue South for 155.00 feet more or less to the Northeasterly line of the city alley: thence Southeasterly along said alley line to its intersection with a line drawn parallel with and 145.00 feet Northwesterly of the Northwesterly line of said Fifth Avenue South, as measured along the Northeasterly line of Eighth Street South: thence Southwesterly along said line parallel with Fifth Avenue South 175.00 feet more or less to the Northeasterly line of said Eighth Street South: thence Southeasterly along the Northeasterly line of said Eighth Street South 145.00 feet to its intersection with the Northwesterly line of said Fifth Avenue South: thence Northeasterly along th Northwesterly line of said Fifth Avenue South to the point of commencement.

4th A.V.S.
skyway

minneapolis

city of lakes

May 6, 1985

DEPARTMENT OF PUBLIC WORKS

PERRY D. SMITH, P.E.
CITY ENGINEER-DIRECTOR
MINNEAPOLIS, MINNESOTA 55415

JAMES H. LIND - DEPUTY CITY ENGINEER
J. M. ELLES - DIRECTOR, ADMINISTRATION
J. F. HAYEK - DIRECTOR, WATER WORKS
M. A. HOSHAU - DIRECTOR, ENGRG. DESIGN
D. R. KOSKI - DIRECTOR, TRAFFIC ENGRG.
M. J. KROENING - DIRECTOR, GEN. SERVICES
B. J. LOKKESMOE - DIRECTOR, OPERATIONS
A. E. MADISON - MANAGER, FINANCE
T. B. SADLER - SUPERINTENDENT, EQUIPMENT

Mr. Stan Townswick
Senior Vice President
Lutheran Brotherhood
625 Fourth Avenue South
Minneapolis, Minnesota 55415

Mr. Jeffrey G. Jonswold
General Manager
The Travelers
P.O. Box 35
Minneapolis, Minnesota 55440

Mr. Cornell Moore, President
Lease-Moore Equipment Inc.
2318 Park Avenue South
Minneapolis, Minnesota 55404

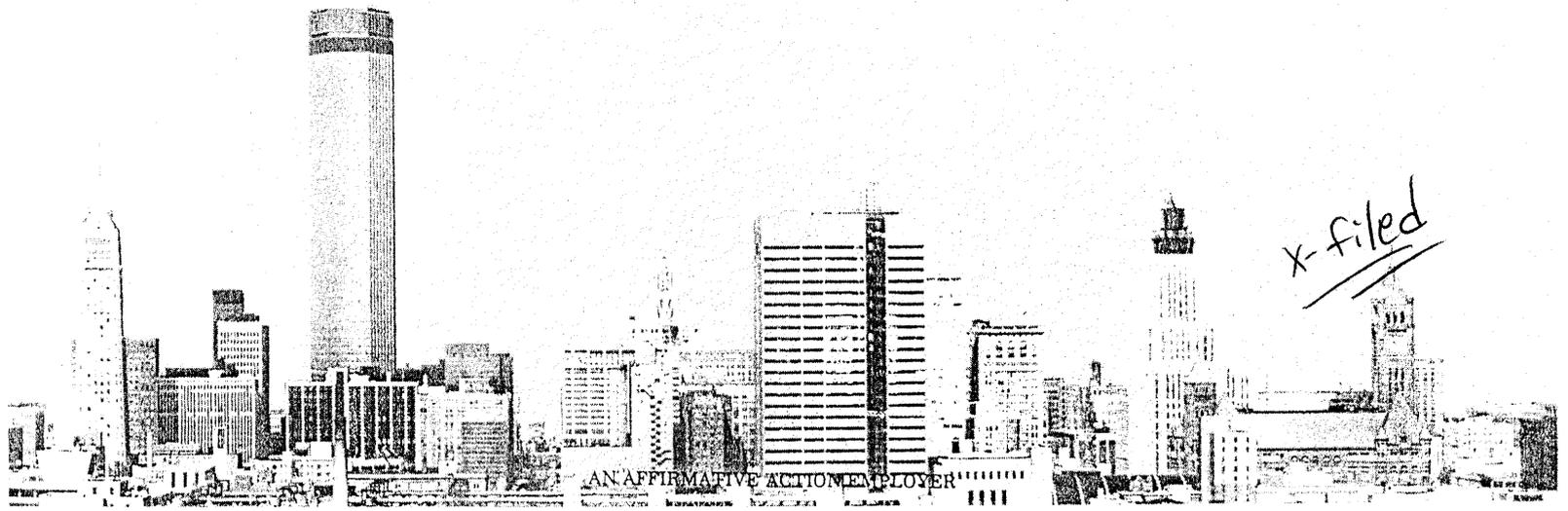
Ted Glasrud
Ted Glasrud Associates Inc.
151 E. County Road B2
Little Canada, Minnesota 55117

Re: Skyway System Agreement related to skyways
connecting Government Center to Centre
Village Complex

Dear Gentlemen:

I have attached to this letter a map and description of the skyways connecting the Government Center to the Government Center Municipal Parking Ramp, Lutheran Brotherhood Building, and the Centre Village Complex.

I believe the description defines the basic terms of agreement between all concerned parties to allow for the City to enter into and/or modify existing agreements to allow for the construction, operation and maintenance of all the skyways described. The formal acceptance

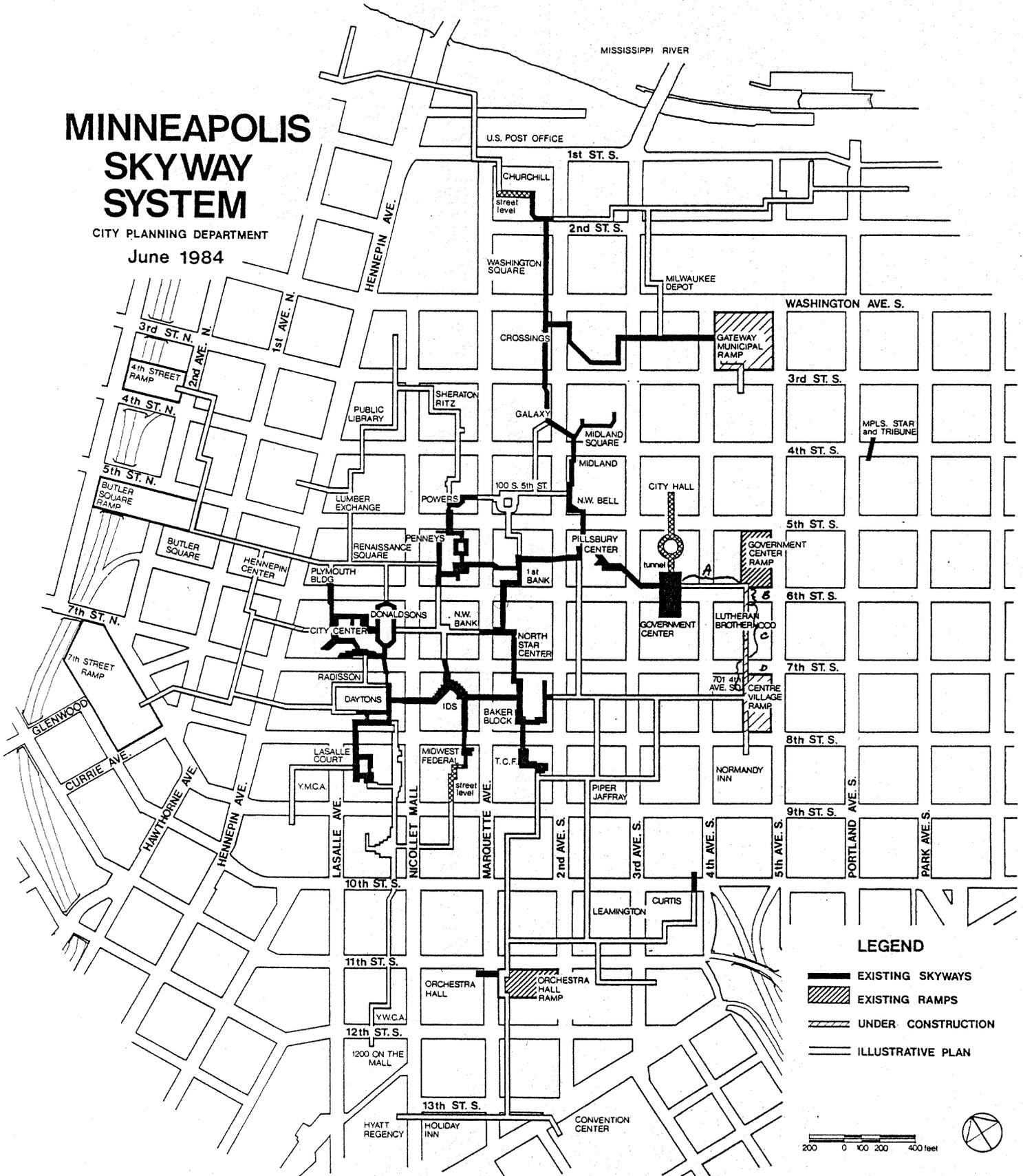


AN AFFIRMATIVE ACTION EMPLOYER

X-filed

MINNEAPOLIS SKYWAY SYSTEM

CITY PLANNING DEPARTMENT
June 1984



LEGEND

-  EXISTING SKYWAYS
-  EXISTING RAMPS
-  UNDER CONSTRUCTION
-  ILLUSTRATIVE PLAN

200 0 100 200 400 feet



TERMS OF AGREEMENT BETWEEN CITY OF MINNEAPOLIS AND LUTHERAN BROTHERHOOD, EMBASSY SUITES HOTEL, TED GLASRUD ASSOCIATES, AND TRAVELERS INSURANCE RELATED TO SKYWAY SYSTEM CONNECTING THE GOVERNMENT CENTER TO THE CENTRE VILLAGE COMPLEX

SKYWAY A

Is defined as the skyway connecting the Government Center to the Government Center Municipal Parking Ramp. The operation, and maintenance costs will be provided and paid 100% by City of Minneapolis.

SKYWAY B

Is defined as the skyway connecting the Government Center Municipal Parking Ramp crossing Sixth St. and connecting to the Lutheran Brotherhood Building. The operation and maintenance costs for this skyway will be provided by Lutheran Brotherhood, but will be paid 100% by the City of Minneapolis. Lutheran Brotherhood will pay 100% of the cost to construct the Sixth St. Skyway.

SKYWAY C

Is defined as the skyway constructed along the east face of the Lutheran Brotherhood Building between the south property line of 6th St. S. and the north property line of 7th St. S. and/or the building lines of the Lutheran Brotherhood Building. The operation and maintenance costs for this skyway will be provided by Lutheran Brotherhood and paid for 100% by Lutheran Brotherhood. Lutheran Brotherhood paid 100% of the cost of constructing this skyway.

SKYWAY D

Is defined as the skyway connecting to the Lutheran Brotherhood skyway at the north property line of 7th St. S. crossing 7th St. S. and that portion of the skyway within the Centre Village Municipal Parking Ramp from the south property line of 7th St. S. to the condominium elevators with the Center Village Complex. The operation and maintenance costs for this skyway will be shared equally by Travelers Insurance, owners of the 701 Building, Cornell Moore, general partner and owner of Embassy Suites Hotel, and Ted Glasrud, owner of the Centre Village Condominiums. This skyway will have the maintenance and operation being provided by Lutheran Brotherhood for the 7th St. crossing, with the City providing for operation and maintenance from the south property line of 7th St. to the condominium elevators. The City will pay 100% of the construction cost of the 7th St. Skyway crossing and the skyway within Centre Village.

Mr. Townswick, Mr. Jonswold,
Mr. Moore, and Mr. Glasrud

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of the agreement described will be the execution of individual agreements between the City and Lutheran Brotherhood, Embassy Suites, Ted Glasrud Associates and Travelers Insurance. I request that each party respond in writing approving the agreement so we may proceed with finalizing the individual agreements and the construction of the 7th St. S. skyway crossing.

Please contact me if you should have any questions.

Sincerely,

Greg Finstad
(enf)

Greg Finstad, Municipal
Parking and Transit Systems Engineer
Traffic Engineering Division
Room 211 City Hall
Minneapolis, Minnesota 55415
348-2411

GAF:jr

Attachment

cc: P. D. Smith
D. R. Koski
L. Schwarzkopf
G. Kissinger