

APPLICATION NO.: HEN-OR1039491

400 3rd ST S,
GATEWAY PARKING RAMP

ALTA COMMITMENT – 1982 Rev.

SCHEDULE A

APPLICATION NO.: OR1039491-H

- 1. EFFECTIVE DATE: April 12, 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:

Tract 1:

Lots 1, 2 and 8, Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, together with all that part of the vacated alley lying between the Southwest line of Lot 8 as extended across it and the Northeast line of Lot 8 as extended across it, and Northeasterly of the Northeast line of Lot 8 and the Northeast line of Lot 8 as extended Northwesterly to the Southeast line of Lot 3, Southeasterly of the Southeast line of Lots 2 and 3, Southwesterly of the Southwest line of Lot 1 and Northwesterly of the Southeast line of Lot 8 as extended Northeasterly to the most Southeasterly corner of Lot 1, except that part of the Northwesterly 6 feet of the adjoining vacated alley lying between the extensions across said vacated alley of the Northeasterly line of said Lot 3 and the Southwesterly line of said Lot 7, all lying within Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

Abstract Property

Tract 2:

Lots 3, 4, 5, 6 and 7, Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, together with that part of the Northwesterly 6 feet of the adjoining vacated alley lying between the extensions across it of the Northeasterly line of said Lot 3 and the Southwesterly line of said Lot 7.

Being registered land as is evidenced by Certificate of Title No. 618066.

Tract 3:

Lot 3, Block 48, Town of Minneapolis.

Abstract Property

Tract 4:

Lots 4 and 5, Block 48, Town of Minneapolis.

Abstract Property

Tract 5:

Parcel 1:

That part of the Northwesterly 30.5 feet of Lot 7 lying Southwesterly of the Northeasterly 10 feet thereof and lying Northeasterly of the Southwesterly 28 feet thereof.

Parcel 2:

That Southwesterly 58 feet of Lot 6, that part of the Southwesterly 28 feet of Lot 7, lying Southeasterly of the Northwesterly 45 feet thereof.

Parcel 3:

That part of Lot 7 lying Southeasterly of the Northwesterly 30.5 feet of Lot 7 and lying between the Southwesterly 28 feet thereof and Northeasterly 10 feet thereof, All in Block 48, Town of Minneapolis according to the recorded plat thereof.

Being registered land as is evidenced by Certificate of Title No. 717494.

Tract 6:

That part of Lot 6 lying Northeasterly of the Southwesterly 58 feet thereof, except the Northeasterly 10 feet of said Lot 6, all in Block 48, Town of Minneapolis, according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

Being registered land as is evidenced by Certificate of Title No. 618067.

Tract 7:

The Southwesterly 28 feet of the Northwesterly 45 feet of Lot 7 and all of Lot 8, except the Northeasterly 10 feet thereof, Block 48, Town of Minneapolis.

Abstract Property

Tract 8:

Lots 9 and 10, except the Northeasterly 10 feet thereof, Block 48, Town of Minneapolis.

Abstract Property

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.
2. Secure and record Directive from the Examiner of Titles to remove Document Nos. 683916, 1430780 and 1448682 from the Certificates of Title.

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. There are no Levied and Pending special assessments.

NOTE: Property is subject to Annual Nicollet Mall Service Charge.

The date of the special assessment search is April 26, 2006.

2. Taxes for 2006 in the amount of \$1,297.32 are not paid. (Base tax amount \$exempt.) (Tax No. 23-029-24-34-0051.)

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

3. Terms and conditions of that Skyway Agreement by and between Norwest Bank Building Company and City of Minneapolis dated July 15, 1983, filed December 8, 1988 as Document No. 5485562.

The above instrument was filed in the office of the Registrar of Titles on December 20, 1988, as Document No. 1982936.

Amendment to Skyway Agreement dated October 3, 1988, filed December 8, 1988 as Document No. 5485563.

The above instrument was filed in the office of the Registrar of Titles on December 20, 1988, as Document No. 1982937.

4. Restrictions, covenants and conditions of agreement contained in Document No. 683916, dated February 2, 1962, filed February 9, 1962, by Housing and Redevelopment Authority in and for the City of Minneapolis, which contain a forfeiture provision for breach of the terms contained therein.

APPLICATION NO.: HEN-OR1039491

NOTE: Forfeiture provision in the above restrictions and the agreement referred to therein are released by Certificate of Completion filed as Document Number 1448682.

5. Railroad easement for spur track right-of-way over the Southwesterly 8 ½ feet of Parcel 2 of Tract 5 in favor of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company set for as a Recital on the Certificate of Title.

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

BOOK 2334 PAGE 569

3333488

683916

MPLS. D.D. FORM 8A

DEED FROM

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF MINNEAPOLIS

TO

Emil B. Aslesen and Carrie Aslesen

OF

certain real estate in the Gateway Center Urban Renewal Plan, Minn. R-2.

THIS INDOENTURE, Made this 2nd day of February, 19 62, between THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF MINNEAPOLIS, a body politic and corporate, organized pursuant to Laws of Minnesota 1947, Chapter 487, (M.S.A. 462.411-462.711), party of the first part, hereinafter referred to as "THE AUTHORITY", and

Emil B. Aslesen and Carrie Aslesen

party of the second part, hereinafter referred to as "THE REDEVELOPER",

WITNESSETH, THAT:

WHEREAS, THE AUTHORITY, acting pursuant to the Minnesota Municipal Housing and Redevelopment Act (Laws 1947, Chapter 487, as amended, (M.S.A. 462.411-462.711) and to Slum Clearance and Urban Renewal Act of the United States (42 U.S.C.A. Sections 441 and following sections) on May 28, 1958, in and by its Resolution 58-344 duly adopted the Gateway Center Urban Renewal Plan, Minn. R-2, which Plan had previously been approved by the City Planning Commission of the City of Minneapolis on May 28, 1958, and was thereafter, after a public hearing as required by statute duly approved by the City Council of the City of Minneapolis, the governing body of the municipality of the area of operation of THE AUTHORITY, by a resolution adopted June 13, 1958, approved by the Mayor on June 16, 1958, and duly published in Finance and Commerce, the official publication of the City of Minneapolis, on June 17, 1958, and duly approved by the Housing and Home Finance Agency of the United States on June 24, 1958, and certain amendments in said Plan were later approved by said

Planning Commission, City Council, THE AUTHORITY and the Housing and Home Finance Agency as on file in the office of THE AUTHORITY; and further approved, together with Amendment No. 1 thereto, by the said City Council by Resolution on January 30, 1959, after public hearing upon due published notice thereof, which Resolution was duly approved by the Mayor of said City on February 3, 1959, and duly published in Finance and Commerce, the official publication of said City, on February 4, 1959; and

WHEREAS, On January 20, 1961, in and by its Resolution 61-508, THE AUTHORITY duly adopted the Gateway Center Urban Renewal Plan, Minn. R-2, Revised November 15, 1960, recorded in the office of the Register of Deeds in and for the County of Hennepin, State of Minnesota as Document No. 3313332, hereinafter referred to as the "Redevelopment Plan", which Redevelopment Plan had previously been approved by the City Planning Commission of the City of Minneapolis on January 19, 1961, and was thereafter, after a public hearing as required by statute, duly approved by the City Council of the City of Minneapolis, the governing body of the municipality of the area of operation of THE AUTHORITY, by a resolution adopted February 10, 1961, approved by the Mayor on February 13, 1961, and duly published in Finance and Commerce, the official publication of the City of Minneapolis, on February 14, 1961, and duly approved by the Housing and Home Finance Agency of the United States on April 10, 1961; and

WHEREAS, In order to enable THE AUTHORITY to achieve the objectives of the Redevelopment Plan, and particularly to make the land included in the Redevelopment Plan available (after acquisition and clearance by THE AUTHORITY) for redevelopment by private enterprise for and in accordance with the uses specified in the Redevelopment Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance to THE AUTHORITY: and

WHEREAS, THE AUTHORITY has entered into a contract with THE REDEVELOPER for the purchase of certain of said land for redevelopment, dated Feb. 2 1962, an executed copy of which is being kept by THE AUTHORITY as a permanent part of its records, hereinafter referred to as the "Contract".

NOW, THEREFORE, THE AUTHORITY, in consideration of the sum of Forty-six Thousand Four Hundred Ninety-four & No/100 - - - - - DOLLARS (\$46,494.00), to it in hand paid by THE REDEVELOPER, the receipt of which is hereby acknowledged, does hereby grant, bargain, quitclaim and convey unto THE REDEVELOPER, its successors and assigns, forever, all tracts or parcels of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to-wit:

AC 27

The Northwesterly 30.5 feet of Lot 7 except the Northeasterly 10 feet and the Southwesterly 28 feet thereof, Block 48, Town of Minneapolis.

TO HAVE

Lot 6 except the Northeasterly 10 feet and the Southwesterly 58 feet thereof, Block 48, Town of Minneapolis.

Part of...
...

TAXES PAID AND TRANSFER TAXES PAID BY A. GELAND DEF. CO. AUD.

TAXES PAID AND TRANSFER ENTERED
FEB 5 1962
ROBERT F. FITZSIMMONS, AUDITOR
HENNEPIN COUNTY MINNESOTA
BY *[Signature]*

hereinafter referred to as the "Property".

Subject to:

Easements for public streets, sewer and water systems, utilities and such other easements or rights of way as are of record.

Reservation to the State of Minnesota in trust for the taxing districts concerned of minerals and mineral rights in those portions of the Property, the title to which at any time heretofore may have been forfeited to the State of Minnesota for nonpayment of real estate taxes.

Taxes payable in the year and years subsequent to the year and date of this conveyance and to all special assessments and installments thereof heretofore or hereafter levied against the land conveyed by this Deed payable with said taxes and to building and zoning laws, ordinances, state and federal laws and regulations and easements of record, if any.

The terms and conditions of the Contract between the grantor and grantee herein for the purchase of Property described herein, dated Feb. 2, 1962.

1. THE REDEVELOPER covenants for itself, its successors and assigns of the Property or any part thereof, to and with THE AUTHORITY, its successors and assigns, and for the benefit of others as hereinafter stated, said covenants to run with the land and be binding upon the successors and assigns of THE REDEVELOPER and upon all persons and parties at any time during the duration of said covenants having any right, title, claim to, or estate or interest in the Property or any portion or portions thereof, and, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Contract, shall be, to the fullest extent permitted by law and equity, binding for the benefit of and in favor of the City of Minneapolis, and the owner of any other land (or of any interest in such land) which is subject to the land use requirements and restrictions of the Redevelopment Plan and enforceable by THE AUTHORITY and its successors or assigns against THE REDEVELOPER and its successors and assigns to or of the Property or any part thereof or interest therein, and any party in possession or occupancy of the Property or any part thereof, said covenants being:

a. That THE REDEVELOPER, and its successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the improvements thereon as provided in the Contract, and that such construction shall be in any event begun within 12 months from the date of this Deed and completed within 24 months from such date.

b. That THE REDEVELOPER and its successors and assigns to or of the Property or any part thereof, shall:

- (1) Devote the Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan, and as such Redevelopment Plan may be amended hereafter and extended from time to time. Amendments affecting the uses of the Property hereby conveyed shall be subject to approval of THE REDEVELOPER, its successors and assigns.
- (2) Not practice or tolerate discrimination against any persons or groups of persons on account of race, color, creed, religion, national origin or ancestry in connection with the sale, lease, sublease, transfer, use or occupancy of the Property or its development, and that in the event of the breach of any such covenant, a legal or equitable action to enforce such covenant or to obtain damage for its breach may be brought by THE AUTHORITY or its successors or assigns, by the City of Minneapolis and by any owner within the confines of said Redevelopment Plan area to enforce this covenant to the extent of such owner's right and interest.
- (3) Make no changes in the structures on said Property or in the use thereof subsequent to certificate of completion, not in full conformance with the Redevelopment Plan.
- (4) It is further covenanted and agreed that upon delivery and acceptance of this Deed the foregoing paragraph b. and all of the remedies provided herein with relation to the obligations of THE REDEVELOPER, its successors and assigns, under said paragraph b. shall be and the same are extended to and made applicable to the following described lands and premises now owned by THE REDEVELOPER, to-wit:

DEED BOOK 2334 PAGE 572

The Southwesterly 58 feet of Lot 6 and Lot 7 except the Northwesterly 30.5 feet and the Northeasterly 10 feet thereof and except the Southwesterly 14.5 feet of the Northwesterly 45 feet of the Southwesterly 28 feet of Lot 7, all in Block 48, Town of Minneapolis.

RECORDED
INDEXED
MAY 19 1964
CITY OF MINNEAPOLIS

Upon completion of the improvements upon the premises described in this subparagraph (4) to the satisfaction of THE AUTHORITY, THE AUTHORITY shall deliver to THE REDEVELOPER in recordable form an appropriate instrument showing compliance with this agreement. Such instrument shall also be and shall recite that it is a conclusive determination that the property described therein has been redeveloped in accordance with said Plan and shall conclusively prevent THE AUTHORITY from acquiring, pursuant to said Plan, the property described in such instrument.

In amplification, and not in restriction, of the provisions of the preceding subparagraph b., it is intended and agreed that THE AUTHORITY shall be deemed a beneficiary of the agreements and covenants provided in subparagraph b. of this paragraph 1. both for and in its own right and also for the purposes of protecting the interests of the City and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of THE AUTHORITY, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether THE AUTHORITY has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. THE AUTHORITY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

2. This conveyance is made upon condition subsequent that if, prior to completion of improvements by THE REDEVELOPER in accordance with the Contract, as such completion shall be certified to by THE AUTHORITY:

a. THE REDEVELOPER (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended or remedied within three (3) months (six months if the default is with respect to the date for completion of the improvements) after written demand by THE AUTHORITY so to do; or

b. THE REDEVELOPER (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Contract, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to THE AUTHORITY made for such payment, removal or discharge, within sixty (60) days after written demand by THE AUTHORITY so to do; or

c. There is, in violation of the Contract, any transfer of the Property or any part thereof, and such violation shall not be cured within ninety (90) days after written demand by THE AUTHORITY to THE REDEVELOPER;

then THE AUTHORITY shall have the right to re-enter and take possession of the Property and to terminate and re-vest in THE AUTHORITY the estate conveyed herein to THE REDEVELOPER; provided, that such condition subsequent and any re-vesting of title as a result thereof in THE AUTHORITY:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (a) the lien of any mortgage authorized by the Contract and executed for the sole purpose of obtaining funds to construct the improvements, and (b) any rights or interests provided in the Contract for the protection of the holders of such mortgages; and
- (2) Shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which there are no defaults under the terms of said Contract; and
- (3) Shall not apply after the improvements have been completed and certified to by THE AUTHORITY.

3. The covenant and restriction against discrimination or segregation set forth herein shall remain in effect perpetually, and the other conditions and covenants herein running with the land as set forth in subparagraphs 1.b. (1) and 1.b. (3) above shall remain in effect until January 1, 1990, and at the expiration of such period such agreements and covenants shall terminate; provided, however, that the covenants herein running with the land shall be binding upon THE REDEVELOPER itself and each successor in interest or assign and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession of occupancy of the Property or part thereof.

4. Promptly after compliance with the restrictions and covenants contained in subparagraph 1.a. above and paragraph 2. above, THE AUTHORITY will furnish THE REDEVELOPER with an appropriate instrument showing compliance therewith. Such instrument shall be in such form and so executed as to make it recordable in the office of the Register of Deeds or of the Registrar of Titles, as the case may be, in the county wherein the Property herein conveyed is situated. Such instrument by THE AUTHORITY shall be a conclusive determination of the satisfactory termination of the agreements and covenants of the Contract above referred to, except for specific covenants set forth in this Deed, and shall be a conclusive determination of the satisfactory termination of the covenants in this Deed with respect to the obligation of THE REDEVELOPER, its successors and assigns, to construct the improvements on the dates for the beginning and completion thereof and with respect to all of the obligations of THE REDEVELOPER, its successors and assigns, under subparagraph 1.a. and paragraph 2. above; provided that if a mortgage securing money loaned to finance the improvements, or any part thereof, is insured by the Federal Housing Administration, then such instrument and such determination shall only be withheld because of failure to carry out specific requirements of the Redevelopment Plan or to complete construction insofar as it is governed by the specific requirements of the Redevelopment Plan; provided, further, that such instrument and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of THE REDEVELOPER, its successors or assigns, to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements, or any part thereof.

5. If THE AUTHORITY shall refuse or fail to provide any instrument in accordance with the provisions of this Deed, in addition to any other remedy in law or equity of THE REDEVELOPER, its successors and assigns, THE AUTHORITY shall, within ninety (90) days after written request by THE REDEVELOPER, its successors or assigns, provide THE REDEVELOPER, its successors or assigns, with a written statement, indicating in adequate detail in what respect THE REDEVELOPER, its successors or assigns, has failed to comply with the provisions of the Contract and of this Deed or is otherwise in default and what measures and acts will be necessary, in the opinion of THE AUTHORITY, for THE REDEVELOPER, its successors or assigns, to take or perform in order to obtain such instrument.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to THE REDEVELOPER, its successors and assigns, Forever.

IN WITNESS WHEREOF, THE AUTHORITY has hereunto set its hand on the day and year first above written.

In Presence Of:

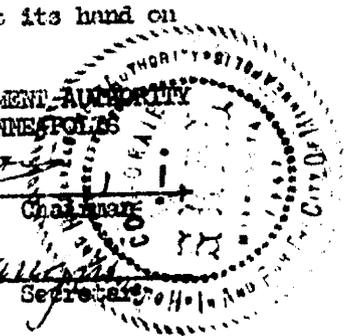
Rich [Signature]

Mark C. S. [Signature]

THE HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF MINNEAPOLIS

By [Signature]
Chairman

And [Signature]
Secretary



A. J.

3333488

Ho

Co

70

LIT. NO 341473 + 683916

REGISTERED VOL 1070 PAGE 323982

323982

2191

168-4-62 3 11 00 0 008.35

Emil B. Aelcer

**OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
COUNTY OF HENNEPIN**

I hereby certify that the within instrument was filed for record in this office on the 6 day of FEB A. D. 1962 at 12 20 o'clock P. M., and was duly recorded in book 2334 of Volume Page 569 etc

Ronald B. Bomyhoff
REGISTER OF DEEDS
John Lauriers
DEPUTY REGISTER OF DEEDS

**OFFICE OF REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF HENNEPIN**

I hereby certify that the within instrument was filed in this office on the

9 day of FEB A. D. 1962 at 10 30 o'clock M.

Ronald B. Bomyhoff
REGISTRAR OF TITLES
By *W. B. Sturtevant*
DEPUTY REGISTRAR OF TITLES

REC 8.25
TRACT 11

4684295

CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

1448682

WHEREAS, The Housing and Redevelopment Authority In and For the City of Minneapolis, a body politic and corporate, by a Deed recorded in the Office of the County Recorder and the Registrar of Titles In and For the County of Hennepin and State of Minnesota, as Deed Document Number (S) 6-3916 and 3773/28 respectively, has conveyed to Emil B. Aslesen and Carrie Aslesen

(to whomsoever), the following described land in the County of Hennepin and State of Minnesota, to wit:

The Northwesterly 30.5 feet of Lot 7 except the Northeasterly 10 feet and the Southwesterly 28 feet thereof, Block 48, Town of Minneapolis.

Lot 6 except the Northeasterly 10 feet and the Southwesterly 58 feet thereof, Block 48, Town of Minneapolis.

The Southwesterly 58 feet of Lot 6 and Lot 7 except the Northwesterly 30.5 feet and the Northeasterly 10 feet thereof and except the Southeasterly 14.5 feet of the Northwesterly 45 feet of the Southwesterly 28 feet of Lot 7, all in Block 48, Town of Minneapolis.

and

WHEREAS, said Deed contained certain covenants and restrictions, the breach of which by Grantee(s), (their heirs and assigns), would result in a forfeiture and right of re-entry by Grantor, its successors and assigns, said covenants and restrictions being set forth in Sections 1 and 2 of said Deed; and

WHEREAS, said Grantee(s) (has) (have) fully and duly performed all of said covenants and conditions insofar as (they) (~~he~~) (are) able:

NOW THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by purchaser of the area have been completed and all of the above covenants and conditions in said Deed have been duly and fully performed by the Grantee(s) therein and that the provisions for forfeiture of title and right to re-entry for breach of condition subsequent by the Grantor therein is hereby released absolutely and forever insofar as it applies to the land described herein, and the County Recorder and the Registrar of Titles In and For the County of Hennepin and State of Minnesota (is) (are) hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of the contract referred to in said Deed, the breach of which would result in a forfeiture and right of re-entry, but the covenants created by Section 3 of said Deed shall remain in full force and effect.

DATED: 10 October 1979

IN THE PRESENCE OF:

Mary J. McLaughlin

Honey S. Thurber

THE HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF MINNEAPOLIS

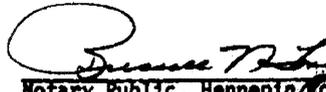
BY Richard K. [Signature]
Richard K. [Name] [Title]

BY Dorlan W. [Signature]
Dorlan W. [Name] Vice Chairperson

Approved as to
Form and Execution

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } SS

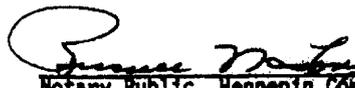
On this 10 day of October, 1979, before me,
a Notary Public within and for said County, personally appeared
Richard H. Jefferson, to me personally known, who, being by me duly
sworn, did say that (X)he is the Chairperson of the corporation named in the
foregoing instrument; that the seal affixed to said instrument is the corporate seal
of said corporation; that said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Commissioners; and said
Richard H. Jefferson acknowledged said instrument to be the free act
and deed of said corporation.

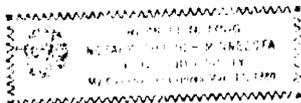

Notary Public, Hennepin County, Minnesota
My Commission Expires _____



STATE OF MINNESOTA }
COUNTY OF HENNEPIN } SS

On this 10 day of October, 1979, before me,
a Notary Public within and for said County, personally appeared Dorian W. Zecko
Dorian W. Zecko, to me personally known, who, being by me duly
sworn, did say that (X)he is the 2nd Vice Chairperson of the corporation
named in the foregoing instrument; that the seal affixed to said instrument is
the corporate seal of said corporation; that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Commissioners,
and said Dorian W. Zecko acknowledged said instrument
to be the free act and deed of said corporation.


Notary Public, Hennepin County, Minnesota
My Commission Expires _____



This instrument was drafted by the Minneapolis Housing and Redevelopment Authority,
217 South Third Street, Minneapolis, Minnesota 55401.

99 ✓

4684295

1448682

REGISTERED VOL 1645 PAGE 496333 ✓

Registered Vol 2050 Page 618067 ✓

618067

NOV 13-81 4 2 9 5 \$ 005.000

OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

NOV 24 1981
11 A.M.

R. Dan Carlson
REGISTRAR OF TITLES
BY *L. Daley* DEPUTY

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED AND EX-
HIBITED

NOV 13 AM 11: 15

AS DOCUMENT 4684295
R. Dan Carlson CO. RECORDER
BY *L. Daley* DEPUTY

X

GUARANTY TITLE CO.
BOX 152

TR 7542

SKE: 092863

4013

1982936

APPROVED BY CITY COUNCIL
JUL 15 198319
City Clerk

5485562

SKYWAY AGREEMENT

THIS AGREEMENT, made and entered into as of the 15th day of July, 1983, by and between NORWEST BANK BUILDING COMPANY, a Minnesota corporation ("Building Company") and CITY OF MINNEAPOLIS ("City").

WITNESSETH, THAT:

WHEREAS, Building Company is the fee owner of the tract of land, and the building ("Operations Center") constructed thereon, which land is legally described in Exhibit A attached hereto and made a part hereof, which tract of land and Operations Center are herein together referred to as the "Building Company Property"; and

WHEREAS, City is the fee owner of the tract of land legally described in Exhibit B attached hereto and made a part hereof, and intends to construct a parking ramp ("Parking Ramp") thereon, which tract of land and Parking Ramp are herein together referred to as the "City Property"; and

WHEREAS, Building Company and City plan to construct a skyway ("Skyway") as a pedestrian walkway and service corridor at the second floor level over and across Third Avenue South, the public alley (which is in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and 3rd Street), and Fourth Avenue South in the City of Minneapolis, Minnesota, which Skyway will enter the Operations Center at a point on the easterly wall thereof affronting Third Avenue South and will enter the Parking Ramp at a point on the westerly wall thereof affronting Fourth Avenue South; and

WHEREAS, the Skyway is intended to be part of a continuous system of skyways linking the Operations Center and the

AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

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MINNEAPOLIS COUNTY MINE
D. W. Malachuk DEPUTY

Parking Ramp with the existing skyway system of downtown Minneapolis; and

WHEREAS, Building Company and City desire to create easements which will be required to permit the construction, reconstruction, repair, maintenance and use of the Skyway, and to set forth herein their agreement with respect to the responsibilities of the parties hereto for the construction and subsequent repair, maintenance and operation of the Skyway, and with respect to the rights of the parties hereto to use the Skyway.

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

1. DEFINITIONS.

a. Unavoidable Delay. "Unavoidable Delay" as used herein means any delay caused by acts of God, fire, windstorm, flood, explosion, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any other cause beyond the reasonable control of the party responsible; provided, however, that the delayed party shall give reasonably prompt notice to the other of the occurrence causing such delay.

b. Third Avenue Portion. "Third Avenue Portion" shall refer to the lineal footage of that portion of the Skyway from the connection of the Skyway to the Operations Center to that point of the Skyway which is above the southeasterly right of way line of Third Avenue South. The Third Avenue Portion shall be 83.88 feet.

c. Third Avenue Portion Fraction. The "Third Avenue Portion Fraction" shall be 43.88/83.88, which is the ratio of the lineal footage of that portion of the Skyway from the connection of the Skyway to the Operations Center to that point of the

Skyway which is above the center line of the right of way of Third Avenue South (43.88 feet), to the lineal footage of the Third Avenue Portion (83.88 feet).

d. Skyway Fraction. The "Skyway Fraction" shall be $43.88/494.52$, which is the ratio of the lineal footage of that portion of the Skyway from the connection of the Skyway to the Operations Center to that point of the Skyway which is above the center line of the right of way of Third Avenue South (43.88 feet), to the lineal footage of the entire Skyway (494.52 feet).

2. [INTENTIONALLY OMITTED].

3. RESPONSIBILITY OF CONSTRUCTION. Building Company and City shall each provide, at its sole cost and expense, for design and construction of (i) suitable corridors (or, in the Parking Ramp, nonenclosed pedestrian passageways) within its respective building for public pedestrian access to the Skyway from any other skyway serving such building, (ii) vertical access within its respective buildings for public pedestrian access to the Skyway from and at the point of public entrances to public streets, including at least one means of vertical access which shall be a mechanical facility satisfying requirements for the handicapped, (iii) any structural work necessary to support the Skyway within its respective building, and (iv) the breach and necessary closure of the exterior wall of its respective building where it connects with the Skyway. The corridor (or passageway) through the Parking Ramp shall be at least 11.5 feet clear in width except for the Skyway entrance into the Parking Ramp, which, with respect to the entrance, shall in the aggregate be at least 10 feet in width. The corridor through the Operations Center has been constructed as shown on the final plans and specifications of the Operations Center in the location shown on Exhibit C of this Agreement. None of the foregoing shall

constitute Construction Cost. The corridor through the Operations Center shall at all times be devoted exclusively to pedestrian travel and to no other purpose in accordance with the terms and conditions of this Agreement. The parties shall cause their architects to meet promptly to coordinate design criteria and materials for use in such corridors and points of connection with the Skyway.

City shall be responsible for the construction of the Skyway. City has provided, at its sole cost and expense, for the preparation of final plans and specifications for the construction of the Skyway, dated February 1, 1982 ("Plans and Specifications"). Such plans and specifications have been submitted to and approved by the Building Company.

The Skyway shall be constructed in accordance with the Plans and Specifications. Provided, however, that the Plans and Specifications may be changed by either party delivering to the other party a written, detailed recitation of the requested change which specifies the total increase or decrease in Construction Cost. If the other party approves such change order, such approval not to be unreasonably withheld, and redelivers it to the requesting party, it shall be effective, but not otherwise. City shall expeditiously execute the work directed in such change order after it becomes effective. The cost of any work directed in such change order shall be the responsibility of the requesting party. Notwithstanding anything herein to the contrary, the approval of Building Company shall not be required for any change order providing for the connection of buildings other than the Parking Ramp and the Operations Center to the Skyway.

Building Company shall cooperate with City in causing construction of the Skyway to proceed expeditiously. Without limitation of the foregoing, Building Company shall make avail-

able to City and its architects and contractors plans and specifications for the pertinent portions of the Operations Center.

4. CONSTRUCTION COST. The cost of construction of the Skyway ("Construction Cost") shall include expenses incurred in connection with the Skyway for (i) all work, including labor and materials, done between the exterior walls of the Operations Center and the Parking Ramp, (ii) any structural work necessary to support the Skyway not within either building, and (iii) all insurance bonds and permits necessary or incidental to the construction of the Skyway; provided, all such work is done pursuant to the architectural plans and change orders approved by Building Company. Construction Cost shall not include expenses incurred for engineering, architectural or legal services or financing in connection with the design and construction of the Skyway.

The Building Company shall contribute to the Construction Cost as follows:

- a. \$37,700 cash on the date of this Agreement, receipt of which is hereby acknowledged; and
- b. \$37,700 cash upon the date of substantial completion of the construction of the Skyway in accordance with the Plans and Specifications.

Except as otherwise provided in Article 3 hereof as to corridors, supports and connections to the Skyway and in Article 4 hereof as to Building Company's contribution to Construction Cost, City shall be responsible for the expense of construction of the Skyway. City intends to finance its share of Construction Cost without mortgaging or otherwise encumbering its interest in the Skyway.

5. BUILDING COMPANY EASEMENT. For the period provided in Article 7 hereof, Building Company does hereby grant, bargain, quitclaim and convey to City, its successors and assigns, for the

benefit of the City and the City Property, a non-exclusive easement in, on, over and through the Skyway and the corridor constructed within the Operations Center (the approximate location of which corridor is shown on Exhibit C attached hereto and made a part hereof) to construct, reconstruct, repair, maintain, provide support for and use of the Skyway and to provide passage for pedestrians to and from the Operations Center and any other Skyway at any time connected to the Operations Center and to and from other buildings which may in the future be connected to the Skyway and to and from the public streets, all in accordance with the terms, covenants and conditions provided in this Agreement. If Building Company elects, or for any reason is required, to relocate such corridor, it may do so, so long as such corridor, as relocated, will (i) be located on the second level of the Operations Center, (ii) except for location, comply with the terms and conditions of this Agreement and be at least 12 feet clear in width, and (iii) permit the continuity of the Skyway system in downtown Minneapolis, Minnesota. Upon any relocation of such corridor through the Operations Center, the location of that portion of the easement granted in this Article 5 over and through such corridor shall, without further act of the parties, be modified so that the new location of such portion of the easement is over and through such relocated corridor, and the easement granted in this Article 5 shall continue to encumber the Building Company Property with the same priority and in accordance with the terms and conditions of this Agreement; provided, however, that Building Company shall execute and deliver for recordation such documents as may reasonably be requested by the City to evidence the relocation of such corridor.

6. CITY EASEMENT. For the period provided in Article 7 hereof, City does hereby grant, bargain, quitclaim and convey to Building Company, its successors and assigns, for the benefit of the Building Company Property, a non-exclusive easement in, on, over and through (x) the Skyway, (y) the corridor to be constructed within the Parking Ramp (the approximate location of which corridor is shown on Exhibit D attached hereto and made a part hereof) to construct, reconstruct, repair, maintain, provide support for and use of the Skyway and to provide passage for pedestrians to and from the Parking Ramp and to and from other buildings which may in the future be connected to the Skyway and to and from the public streets, and (z) any non-enclosed pedestrian passageway designed to provide access between the Skyway and any other skyway which may hereafter be connected to the Parking Ramp, all in accordance with the terms, covenants and conditions provided in this Agreement. If City elects to relocate such corridor (or passageway), it may do so, so long as such corridor (or passageway), as relocated, will (i) be located on the third level of the Parking Ramp, (ii) except for location, comply with the terms and conditions of this Agreement and the Plans and Specifications discussed in Article 3 hereof, and (iii) permit the continuity of the skyway system in downtown Minneapolis, Minnesota. Upon any relocation of such corridor through the Parking Ramp, the location of that portion of the easement granted in this Article 6 over and through such corridor shall, without further act of the parties, be modified so that the new location of such portion of the easement is over and through such relocated corridor, and the easement granted in this Article 6 shall continue to encumber the City Property with the same priority and in accordance with the terms and conditions of this Agreement.

D
THIS DOCUMENT WAS RECORDED WITHOUT EXHIBIT ATTACHED L.A.C.

7. DURATION OF EASEMENTS.

a. Subject to Article 10 hereof, the easement granted in Article 5 hereof shall terminate only if the skyway system in downtown Minneapolis, Minnesota, is abandoned, vacated or discontinued in accordance with law, but shall otherwise be perpetual; provided, that such easement shall be temporarily suspended in the event the Third Avenue Portion no longer connects to the Skyway or a building or skyway located on a lot abutting Third Avenue South and in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and 3rd Street, Minneapolis, Minnesota, until such time as the Third Avenue Portion may be so reconnected. At all times that the Third Avenue Portion is so connected, Building Company shall comply with Articles 3(i), (ii), (iii) and (iv) hereof. Nothing contained in this Article 7a shall impose on the Building Company any additional obligation to maintain, operate, repair, restore or reconstruct the Skyway or the corridor within the Operations Center beyond those obligations imposed in other articles of this Agreement.

b. Subject to Article 10 hereof, the portion of the easement granted in Article 6 hereof which includes the corridor (or any passageway) through the Parking Ramp shall terminate upon (i) substantial damage to or demolition of the Parking Ramp, unless the City elects within nine months of such destruction or demolition to rebuild the Parking Ramp and to reconnect it to the Skyway and proceeds with due diligence thereafter to do so, (ii) substantial damage or destruction of any portion of the Skyway, other than the Third Avenue Portion, as a result of fire or other casualty, unless City elects within nine months after its occurrence to restore such damage or destruction and proceeds with due diligence thereafter to do so, or (iii) revocation of any neces-

sary permit to maintain and use any portion of the Skyway; provided, however, that if any necessary permit is suspended or temporarily revoked with the intention of issuing a replacement permit upon performance of the conditions of such suspension or revocation, such suspension or revocation shall not constitute good cause for termination of such portion of such easement. Subject to Article 10 hereof, the portion of the easement granted in Article 6 hereof in, on, over and through the Skyway shall terminate only if the skyway system in downtown Minneapolis, Minnesota, is abandoned, vacated or discontinued in accordance with law, but shall otherwise be perpetual; provided, that such portion of such easement shall be temporarily suspended in the event the Skyway no longer connects to the Operations Center until such time as the Skyway may be so reconnected. Nothing contained in this Article 7b shall impose on the City any additional obligation to maintain, operate, repair, restore or reconstruct the Skyway beyond those obligations imposed in other articles of this Agreement.

8. REVOCATION OF PERMITS.

a. In the event removal of the Third Avenue Portion is necessitated by permanent revocation of any necessary permits, other than as a result of damage to or demolition of the Operations Center or the Parking Ramp or the Skyway, (i) City shall cause removal of the Third Avenue Portion, (ii) Building Company shall reimburse City in the amount of the cost of such removal times the Third Avenue Fraction, (iii) Building Company shall, at its sole cost and expense, provide for the restoration of the exterior of the Operations Center, and (iv) neither Building Company nor City shall have any further obligation under this Agreement to construct or to contribute to the construction of the Third Avenue Portion or the connection of the Skyway to the

Operations Center or any other building which may be constructed on the Building Company Property.

b. In the event removal of the remainder of the Skyway is necessitated by permanent revocation of any necessary permits, other than as a result of damage to or demolition of the Operations Center or the Parking Ramp or the Skyway, (i) City shall, at its sole cost and expense, cause removal of the remainder of the Skyway and (ii) neither Building Company nor City shall have any further obligation under this Agreement to construct or to contribute to the construction of the remainder of the Skyway or to the connection of the Skyway to the Parking Ramp or any other building which may be constructed on the City Property.

9. DESTRUCTION OR REMOVAL OF SKYWAY.

a. If the Third Avenue Portion is damaged or destroyed as a result of fire or other casualty and the Operations Center or the Parking Ramp is not substantially damaged, Building Company and City shall promptly proceed to determine the cost of reconstruction and restoration of the Third Avenue Portion and to negotiate an insurance award. If the estimated cost of reconstruction or restoration exceeds the sum of the insurance proceeds, Building Company shall deposit the amount of such excess times the Third Avenue Portion Fraction, and City shall deposit the remaining portion of such excess, with a mutually acceptable escrow agent. The escrow agreement shall provide that the escrowed funds shall be disbursed in accordance with prudent construction disbursement procedures. If either party fails to deposit any funds which may be required hereunder, the other party may enforce its right to contribution as provided herein.

Upon depositing of such excess in escrow or if the insurance proceeds are greater than or equal to the estimated

cost of reconstruction or restoration, City shall proceed promptly, subject to Unavoidable Delay, to cause the Third Avenue Portion to be reconstructed or restored according to the Plans and Specifications discussed in Article 3 hereof, subject to any modifications thereto requested by the City and approved in writing by Building Company, such approval not to be unreasonably withheld; provided, however such reconstruction shall not be required unless and until the remainder of the Skyway is intact and connected to the Parking Ramp. If the Skyway is not intact and connected to the Parking Ramp, but there is a building or skyway located on a lot abutting Third Avenue South and in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and Third Street, Minneapolis, Minnesota, Building Company shall, at its sole cost and expense, provide such reconstruction of the Third Avenue Portion and in such event City shall waive any claim to the insurance proceeds collected as a result of such damage.

b. If at any time the Operations Center is damaged or demolished, Building Company shall, at its sole cost and expense, remove any portion of the Third Avenue Portion to the extent required by law, including any revocation of any necessary permits, or deemed necessary by the Building Company. After restoration, reconstruction or construction of the Operations Center or any other building on the Building Company Property and the reissuance of all necessary permits, Building Company shall, with any available insurance proceeds and thereafter at its sole cost and expense, reconstruct (i) the portion of the Third Avenue Portion so removed and, (ii) connection of the Third Avenue Portion to the Operations Center or any other building which may be constructed on the Bank Building Property.

c. If at any time any portion of the Skyway, other than the Third Avenue Portion, is substantially damaged or destroyed as a result of fire or other casualty, City shall at its sole cost and expense, either (i) elect within nine months after such damage or destruction to restore any portion of the Skyway and shall proceed with due diligence thereafter to do so, or (ii) remove any portion of the Skyway, other than the Third Avenue Portion, to the extent required by law or deemed necessary by City. Nothing contained herein shall be construed as a waiver of any claim the City may have against the Building Company for its negligent acts or omissions.

d. If at any time removal of any portion of the Skyway, other than the Third Avenue Portion, is necessitated by damage to or demolition of the Parking Ramp, City shall either (i) elect within nine months after such demolition, damage or destruction to restore the Skyway and shall proceed with due diligence thereafter to do so, or (ii) remove any portion of the Skyway, other than the Third Avenue Portion, to the extent required by law, including revocation of any necessary permits, or deemed necessary by City.

10. TERMINATION. If a third party constructs a building on the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and 3rd Street, Minneapolis, Minnesota, which results in the removal of a portion of the Skyway and the construction of a building connecting the remaining portions of the Skyway, this Agreement shall continue in effect until such time as Building Company enters into an agreement with such third party for the reconstruction, alteration, maintenance and operation of the Third Avenue Portion which substantially conforms to this Agreement and City enters into an agreement with such third party for the reconstruction, alteration, maintenance and opera-

tion of the remainder of the Skyway which substantially conforms to this Agreement, at which time this Agreement shall terminate. Both Building Company and City shall use reasonable effort to negotiate and execute such agreements with such third party. Any such agreement between Building Company and such third party shall contain reciprocal easements in favor of each other which substantially conform to those contained in Articles 5 and 6 of this Agreement; any such Agreement between City and such third party shall contain reciprocal easements in favor of each other which substantially conform to those contained in Articles 5 and 6 of this Agreement.

11. FUTURE DEVELOPMENT. If third parties desire to connect into the remainder of the Skyway other than the Third Avenue Portion, City shall enter into agreements with such third parties requiring them to (a) provide doors from their buildings or corridors connecting to the Skyway which shall remain closed at all times, except for pedestrian access, and (b) maintain a similar temperature level in their buildings or corridors connecting to the Skyway as is maintained by Building Company and City in the Skyway to prevent the escape of heated and cooled air from the Skyway.

12. HOURS OF OPERATION. From and after the date that the Skyway is completed, the Skyway shall remain open from 6:00 a.m. to 6:00 p.m. on all days except Sundays and holidays. Building Company and City may mutually agree to other or additional days and hours. During the hours the Skyway is not open, Building Company shall be permitted to own and operate a card access system in the Skyway at its point of connection to the Parking Ramp which will permit access to the Skyway by employees working in the Operations Center, such card access system (i) to be subject to the approval of City, such approval not to be

unreasonably withheld, (ii) to be installed, operated and maintained at the Building Company's sole cost and expense, and (iii) not to preclude other users of the Skyway from installing similar card access systems. Building Company agrees to hold harmless and indemnify the City from and against any loss liability or damage resulting from or arising out of the use of the card access system.

13. USE OF EASEMENTS. The Skyway shall be used as, and only as, a pedestrian walkway and service corridor by the parties hereto, their respective invitees and their respective successors and assigns. During such time as the Skyway shall remain open to access pursuant to Article 12, the Building Company and City shall provide a suitable corridor (or non-enclosed pedestrian passageway) access for pedestrian traffic from the Skyway as it enters their respective buildings, to all public accesses within their respective buildings and to public streets and other skyways. Nothing contained in this Agreement shall prevent the temporary closing of the Skyway or such corridors, when necessary, to permit required repairs and maintenance of the Skyway, to prevent the public from acquiring prescriptive rights in the Skyway, or to permit repairs, maintenance or alterations to the Parking Ramp or the Operations Center.

14. MAINTENANCE AND OPERATION. City shall provide for the (a) cleaning and maintenance, including washing windows of the Skyway, (b) heat, electricity, fresh air ventilation (but not air conditioning) and electronic surveillance for the Skyway, and (c) payment for all permits and bonds incidental to the maintenance and operation of the Skyway. City shall provide that the Skyway is operated and maintained in the same manner as other skyways in downtown Minneapolis, Minnesota.

Prior to the commencement of each calendar year, City shall deliver to Building Company an itemized statement of the estimated cost to be incurred during such calendar year for such maintenance and operation. Building Company shall pay one-twelfth of such estimated cost times the Skyway Fraction on the first day of each month during the calendar year. Within 90 days after the close of such calendar year, City shall submit to Building Company an itemized statement of the actual costs incurred during such calendar year for such maintenance and operation, and promptly after such submission a cash adjustment shall be made between the parties hereto to the end that Building Company shall pay to City the actual costs incurred during such calendar year for such maintenance and operation times the Skyway Fraction.

If Building Company is of the reasonable opinion that the Skyway is not being operated and maintained in the same manner as other skyways in downtown Minneapolis, Minnesota, (i) Building Company and City shall mutually agree on the operation and maintenance specifications for the Skyway, and (ii) Building Company may request that City contract with other persons for the performance of such operation and maintenance, provided, the cost of such maintenance is not unreasonably and substantially increased and Building Company shall have the right of approval of such new persons, such approval not to be unreasonably withheld.

15. REPAIR, IMPROVEMENT AND ALTERATION. City shall provide, as it deems reasonable and necessary, for repair, improvement and alteration of the Third Avenue Portion, and Building Company upon receipt of a statement of the cost of any items of repair, improvement or alteration shall promptly reimburse City for the cost of such repair, improvement or alteration times the Third Avenue Portion Fraction. Provided, however, that

in the event the cost of any item of repair, improvement or alteration is more than \$500 and not necessary to insure the health and safety of the pedestrians using the Skyway, Building Company shall have approved in writing such items of repair, improvement or alteration.

Subject to Article 9 hereof, City shall provide, at its sole cost and expense, for the repair, improvement and alteration of the remainder of the Skyway.

16. INSURANCE. Building Company shall obtain and cause to be kept in place while this Agreement is in effect the following insurance on the Third Avenue Portion:

- (a) a policy of "all-risk" casualty insurance covering the Third Avenue Portion in the amount of the full replacement value thereof.
- (b) a policy of public liability insurance with limits of not less than \$5,000,000 per occurrence for personal injury or death and \$500,000 for property damage.

All such policies shall be issued by financially responsible insurance companies licensed to do business in Minnesota, shall name as insured parties Building Company and City and any mortgagees of the Building Company Property or the City Property so long as such mortgagees have given written notice to Building Company specifying their address and the duration of their interest as insureds, and shall provide for at least thirty (30) days written notice to Building Company and City, and any such mortgagees, prior to cancellation, non-renewal or material modification thereof.

17. OWNERSHIP AND LIABILITY. Title to an undivided one-half (1/2) interest in the Third Avenue Portion shall vest in Building Company, its successors and assigns, and title to the remaining undivided one-half (1/2) interest in the Third Avenue

Portion shall vest in City, its successors and assigns. Title to the remainder of the Skyway shall vest in City, its successors and assigns.

The liability of Building Company and City with respect to the Third Avenue Portion shall also be equally divided, and each party shall indemnify, defend and hold harmless the other party for liability incurred with respect to the Third Avenue Portion by such other party beyond its one-half liability, provided that this sentence shall not inure to the benefit of any insurer of either party. Subject to Building Company's ownership and liability concerning the card access system installed in the Skyway pursuant to Article 12, City shall indemnify, defend and hold harmless Building Company for liability incurred by Building Company with respect to the remainder of the Skyway, provided the occurrence giving rise to such liability is not caused by the willful or negligent conduct of the Building Company, its officers, agents or employees and further provided that this sentence shall not inure to benefit of any insurer of the Building Company.

18. NOTICES. If at any time it is necessary or permissible to give any notice under the terms of this Agreement to any party hereto, such notice shall be deemed to have been given or served when presented personally or deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Building Company: Norwest Bank Building Company
C/O Norwest Properties, Inc.
4375 Multifoods Tower
Minneapolis, Minnesota 55402

If to City: City Engineer
Room 203
City Hall
Minneapolis, Minnesota 55415

The parties hereto may change the address to which notice is to be given to it by giving written notice thereof to the other parties hereto not less than fifteen (15) days prior to the effective date of change.

19. SUCCESSORS AND ASSIGNS. The provisions hereof and the burdens and benefits imposed and conferred on the Building Company Property and City Property hereby 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.

20. ENCUMBRANCES. Building Company and City represent and warrant that as of the date hereof the only encumbrances against their respective properties are set forth in Exhibit A or Exhibit B, as the case may be. If any mortgage shall now or hereafter encumber the Building Company Property or the City Property or any portion thereof and, with respect to future mortgages, if the mortgagee gives written notice to City and Building Company specifying its address and the duration of its interest, this Agreement, the rights and obligations herein contained, and the interests herein created may not be amended or terminated voluntarily by either Building Company or City or both without the prior written consent of the mortgagee under any such mortgage encumbering the property of the party or parties who propose to terminate this Agreement voluntarily.

21. SIGNS. No signs shall be installed on or about the Skyway without the mutual consent of City and Building Company, such consent not to be unreasonably withheld. Each party shall provide signs in its respective building indicating the location of the Skyway and means of public access in its respective building to and from the Skyway, which signs shall be

similar to other such signs provided in the remainder of the skyway system of downtown Minneapolis, Minnesota.

22. CERTIFICATES. Each party hereto agrees to execute and deliver within ten (10) days after written request therefor, a statement certifying: (i) that this Agreement is in full force and effect, represents the entire agreement between the parties as to the subject matter hereof, and has not been assigned, modified, supplemented or amended in any way, or if there has been any assignment, modification, supplement or amendment, identifying the same; and (ii) there is no default under this Agreement by any of the parties hereto, or if there is any default, identifying the same.

23. DEFAULT. If either Building Company or City shall default hereunder, by not performing its obligations hereunder according to the terms and conditions hereof, the non-defaulting party may, immediately in the case of emergencies and after 30 days written notice to the defaulting party in all other cases, cure the default, reimbursement for which will be due immediately with interest thereon at the lower rate of either 12% per annum or the highest rate allowed by applicable law. The non-defaulting party at its option may also exercise any other remedy available at law or in equity. In addition to any other remedy hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

24. SECTION 139.50 OF MINNEAPOLIS CODE OF ORDINANCES. The parties hereto shall comply with the provisions of Chapter 139 of the Minneapolis Code of Ordinances and Section 181.59 of the Minnesota Statutes in performance of their obligations hereunder which relate to the construction, maintenance, operation, repair and replacement of the Skyway, as such term is defined herein.

25. CONTINGENCY. This Agreement shall be contingent upon execution by New York Life Insurance Company of a Consent of Mortgagee, substantially in the form of Exhibit E attached hereto and made a part hereof, within 30 days of the date of this Agreement. If such condition is not so satisfied, this Agreement, shall be null and void and the obligations and covenants of Building Company and City hereunder shall terminate.

26. COOPERATION. Each of the parties shall cooperate with the other in obtaining all governmental approvals for the construction, maintenance, operation, relocation and restoration of the Skyway, including without limitation the execution of necessary petitions and other documents and attendance at all necessary meetings. The parties hereto shall execute such further documents as shall be reasonably required to perfect or place of record any of the matters herein agreed to or any of the easements herein granted.

27. GOVERNING LAW. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Agreement.

28. CAPTIONS. The captions of the articles of this Agreement are inserted only for convenience and do not define, limit or construe the contents of such articles.

29. ENTIRE AGREEMENT. This Agreement is the entire agreement between Building Company and City with respect to the subject matter hereof.

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

NORWEST BANK BUILDING
COMPANY

By *John J. Curran*
Its *Pres*

And *J. Daugherty*
Its *Vice President*

CITY OF MINNEAPOLIS

By *D. Haren*
Its Mayor

Countersigned:

By *Melvin Mendelsohn*
Its Assistant *Controller*
Treasurer

Attest:

By *Lydia [Signature]*
Its Assistant *Clerk*

APPROVED AS TO LEGALITY

DATE *9/29/83*

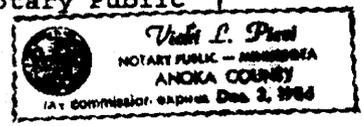
Greg J. [Signature]
ASST. CITY ATTORNEY



STATE OF MINNESOTA)
COUNTY OF Anoka) ss.

The foregoing instrument was acknowledged before me
this 5 day of October, 1983, by John Greenman
the president and by John Daugherty (a.k.a. J.R. Daugherty,
vice president) the per LFC
of Norwest Bank Building Company, a
Minnesota corporation, on behalf of said corporation.

Vicki L. Pieni
Notary Public



STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me
this 27th day of October, 1983, by Dun Fraser,
the Mayor and by Melvin Woodorf, the
Assist. Comptroller-Treasurer of City of Minneapolis, on behalf of said
city.

Bernard E. Maciej
Notary Public

This instrument was drafted by:
Faegre & Benson
2300 Multifoods Tower
33 South Sixth Street
Minneapolis, Minnesota 55402



EXHIBIT A

Description of Bank Building Property

1879/56660
Part Abstract
Same as LAND
IN D.C. NO. 1406034

Lots 1 through 22, Noble's Subdivision of a part of Block Fifty, Minneapolis. Lots 25 through 35, Auditor's Subdivision Number 156, Hennepin County, Minnesota, including vacated alleys adjoining said lots. Except: The Northeasterly 10 feet of Lots 28, 29, 30, 31, 32, 33, and 34, Auditor's Subdivision Number 156, Hennepin County, Minnesota, and the Northeasterly 10 feet of Lots 1, 2, 3, 4, 5, and 6, Noble's Subdivision of a part of Block Fifty, Minneapolis, all according to the recorded plat thereof and on file at the office of the Register of Deeds, Hennepin County, Minnesota.

Subject to:

1. Real Estate Taxes and installments of Special Assessments not yet due and payable.
2. Lease dated July 7, 1980, by and between Northwestern Bank Building Company, a Minnesota corporation, as landlord, and Northwestern National Bank of Minneapolis, a national banking association, as tenant, as amended by Amendment to and Restatement of Lease dated December 2, 1980 recorded as Document No. 1406034 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609544 in the office of the County Recorder, Hennepin County, Minnesota.
3. Sublease dated July 7, 1980 by and between Northwestern National Bank of Minneapolis, a national banking association, as sublandlord, and Northwest Computer Services, Inc., as tenant, as amended by Amendment to Sublease dated December 2, 1980, a Memorandum of Sublease having been recorded as Document No. 1406035 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609545 in the office of the Hennepin County Recorder, Hennepin County, Minnesota.
4. Assignment of Lease and Agreement dated December 2, 1980, by and among Northwestern Bank Building Company, a Minnesota corporation, Northwestern National Bank of Minneapolis, a national banking association, and New York Life Insurance Company, a New York corporation, recorded as Document No. 1406037 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609547 in the office of the County Recorder, Hennepin County, Minnesota.
5. Terms, conditions and restrictions contained in Gateway Center Urban Renewal Plan recorded as Document No. 3313332 in the office of the County Recorder, Hennepin County, Minnesota, and of the Municipal Housing and Redevelopment Act (M.S.A. Section 462.411 to 462.716).
6. Covenants, restrictions, reservations and conditions (excluding any right of re-entry and forfeiture of title upon default) as contained in Quit Claim Deed dated May 3, 1978, by and between the Housing and Redevelopment Authority in and for the City of Minneapolis, a body politic and corporate created pursuant to the laws of Minnesota, and Northwestern Bank Building Company, a Minnesota corporation, recorded as Document No. 1270615 in the office of the Registrar of Titles, Hennepin County, Minnesota, and as Document No. 4375002 in the office of the County Recorder, Hennepin County, Minnesota.

7. Easement for steam lines in favor of Third Avenue Development Company as created by Easement dated September 24, 1979, recorded September 24, 1979 as Document No. 4506929 in the office of the County Recorder, Hennepin County, Minnesota.

8. Easement for general utility purposes in favor of Northern States Power Company as created by Easement Agreement dated November 9, 1979, recorded December 19, 1979 as Document No. 4530767 in the office of the County Recorder, Hennepin County, Minnesota.

9. Easement for city walkway purposes in favor of the City of Minneapolis as created by Easement Deed dated November 29, 1979, recorded December 28, 1979 as Document No. 4532730 in the office of the County Recorder, Hennepin County, Minnesota and as Document No. 1364438 in the office of the Registrar of Titles, Hennepin County, Minnesota.

10. Mortgage in favor of New York Life Insurance Company dated December 2, 1980 and recorded December 9, 1980 as Document No. 1406036 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609546 in the office of the County Recorder, Hennepin County, Minnesota.

EXHIBIT B

DESCRIPTION OF CITY PROPERTY

Tract 1

Legal Description

NT
Lots 1, 2 and 8, Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, together with all that part of the vacated alley lying between the Southwest line of Lot 8 as extended across it and the Northeast line of Lot 8 as extended across it, and Northeasterly of the Northeast line of Lot 8 and the Northeast line of Lot 8 as extended Northwesterly to the Southeast line of Lot 3, Southeasterly of the Southeast line of Lots 2 and 3, Southwesterly of the Southwest line of Lot 1 and Northwesterly of the Southeast line of Lot 8 as extended Northeasterly to the most Southeasterly corner of Lot 1, except that part of the Northwesterly 6 feet of the adjoining vacated alley lying between the extensions across said vacated alley of the Northeasterly line of said Lot 3 and the Southwesterly line of said Lot 7, all lying within Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

Tract 2

Legal Description

NT
2050
6/8066
23-029-24-34-0051
Lots 3, 4, 5, 6 and 7, Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, together with that part of the Northwesterly 6 feet of the adjoining vacated alley lying between the extensions across it of the Northeasterly line of said Lot 3 and the Southwesterly line of said Lot 7, all according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

Tract 3

Legal Description

NT
Lot 3, Block 48, Minneapolis.

Tract 4

Legal Description

NT
Lots 4 and 5, Block 48, Minneapolis.

Tract 5

Legal Description

Parcel 1:

par 1
717494

That part of the Northwesterly 30.5 feet of Lot 7 lying Southwesterly of the Northeasterly 10 feet thereof and lying Northeasterly of the Southwesterly 28 feet thereof.

Parcel 2:

2406
par 2-717494

That Southwesterly 58 feet of Lot 6, that part of the Southwesterly 28 feet of Lot 7, lying Southeasterly of the Northwesterly 45 feet thereof.

Parcel 3:

par 3-717494

That part of Lot 7 lying Southeasterly of the Northwesterly 30.5 feet of Lot 7 and lying between the Southwesterly 28 feet thereof and Northeasterly 10 feet thereof.

Parcel 4:

2050
618067

That part of Lot 6 lying Northeasterly of the Southwesterly 58 feet thereof, except the Northeasterly 10 feet of said Lot 6, all in Block 48, Town of Minneapolis, according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

All in Block 48, Town of Minneapolis according to the recorded plat thereof.

Tract 6

Legal Description

NT

The Southwesterly 28 feet of the Northwesterly 45 feet of Lot 7 and all of Lot 8, except the Northeasterly 10 feet thereof, Block 48, Minneapolis.

Tract 7

Legal Description

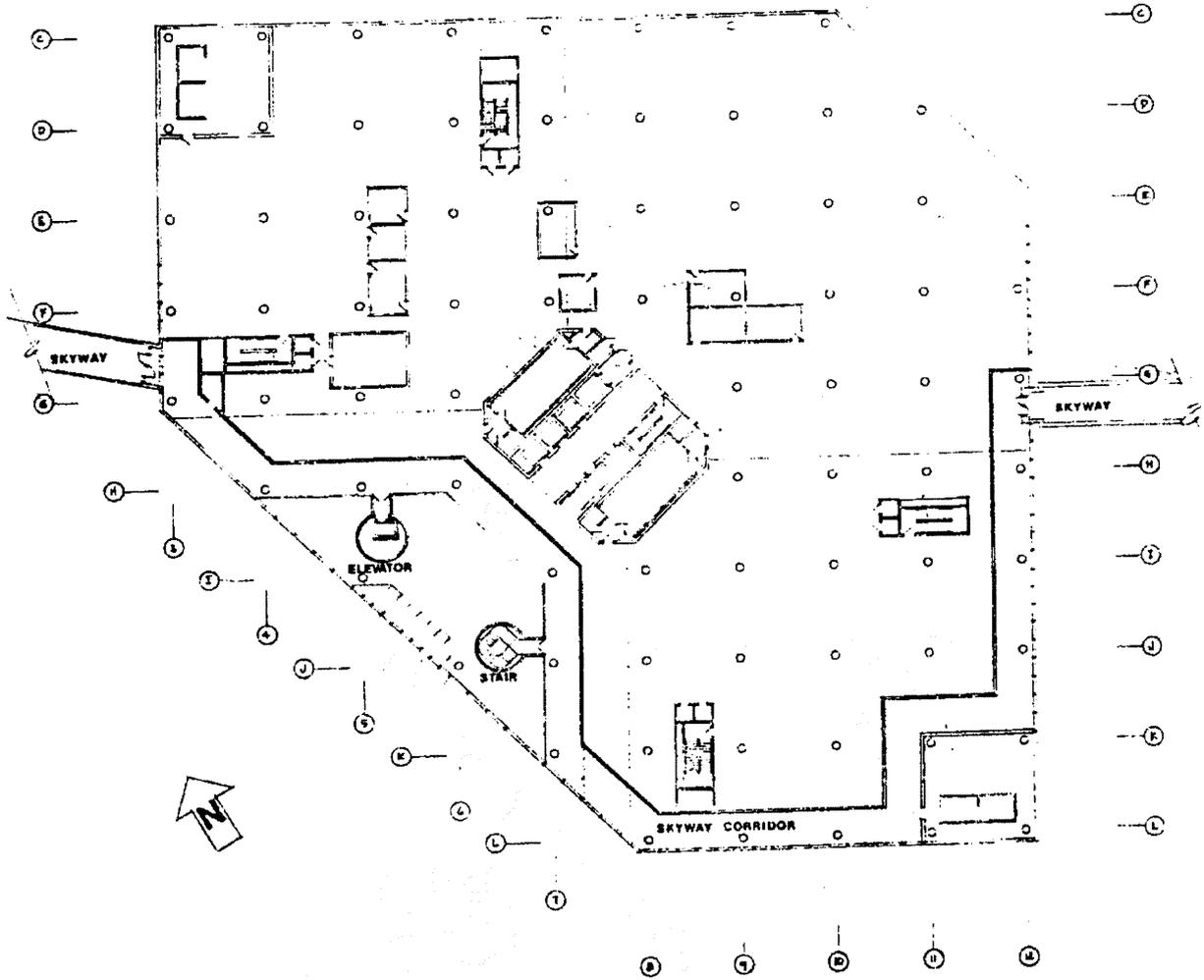
NT

Lots 9 and 10, except the Northeasterly 10 feet thereof, Block 48, Minneapolis.

Subject to an unrecorded agreement with the Metropolitan Transit Commission, whereby the City has agreed to lease a portion of the ground level of the Parking Ramp to the Metropolitan Transit Commission to be used as a transit layover facility and for purposes related to the operation of a para-transit or public transportation system.

EXHIBIT C

Location of Skyway through Operations Center



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OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON 22c

DEC 20 1988 10 AM

BY *[Signature]*
REGISTERAR
OF TITLES
HENNEPIN COUNTY

40-



LARRY F. COOPERMAN
ASSISTANT CITY ATTORNEY

OFFICE OF CITY ATTORNEY
A-1700 HENNEPIN COUNTY
GOV'T. CENTER
MINNEAPOLIS, MINNESOTA 55487
AN EQUAL OPPORTUNITY EMPLOYER

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PROPERTY RECORDS
MINNEAPOLIS, MN
BY *[Signature]* COUNTY CLERK

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8437

AMENDMENT TO SKYWAY AGREEMENT

THIS AMENDMENT dated this 3rd day of October, 1988, by and Between Norwest Bank Building Company, a Minnesota Corporation ("Building Company") and City of Minneapolis ("City").

RECITALS

A. Building Company and City entered into that certain Skyway Agreement, dated July 15, 1983, recorded as Document No. 1982936 in the Office of the Registrar of Titles, Hennepin County, Minnesota, and as Document No. 5485562 in the Office of the County Recorder, Hennepin County, Minnesota. *

B. Building Company and City desire to amend the Skyway Agreement.

NOW THEREFORE, Building Company and City agree as follows:

1. The last paragraph of Article 17 of the Skyway Agreement shall be deleted and the following substituted in its place:

The liability of Building Company and City with respect to the Third Avenue Portion shall also be equally divided, and each party shall indemnify, defend and hold harmless the other party for liability incurred with respect to the Third Avenue Portion by such other party beyond its one-half liability, provided that this sentence shall not inure to the benefit of any insurer of either party. Subject to Building Company's ownership and liability concerning the card access system installed in the Skyway pursuant to Article 12, City shall indemnify, defend and hold harmless Building Company, and its mortgagee, New York Life Insurance Company, with respect to the remainder of the Skyway, provided the occurrence giving rise to such liability is not caused by the willful or negligent conduct of the Building Company, or its mortgagee, New York Life Insurance Company, or either of their officers, agents or employees and further provided that this sentence shall not inure to benefit of any insurer of the Building Company or its mortgagee, New York Life Insurance Company.

2. Article 25 of the Skyway Agreement shall be deleted and the following substituted in its place:

25. CONTINGENCY. This Agreement shall be contingent upon execution by New York Life Insurance Company of a Consent of Mortgagee, substantially in the form of Exhibit E attached hereto and made a part hereof, prior to November 15, 1988. If such condition is not so satisfied, this Agreement shall be null and void and the obligations and covenants of Building Company and City hereunder shall terminate.

3. Article 14 of the Skyway Agreement shall be changed as follows:

Clause (b) of the first paragraph of Article 14 is amended as follows:

b. Heat, electricity, fresh air ventilation (but not air conditioning), and electronic surveillance for the Skyway at the entry to the Parking Ramp during the hours that the Skyway is open to Public.

4. Exhibit E to the Skyway Agreement shall be deleted and the Exhibit E attached to this Amendment shall be substituted in its place.

5. Except as specifically provided herein, the terms and conditions of the Skyway Agreement are hereby confirmed and shall be deemed to have been in full force and effect since July 15, 1983 and shall continue in full force and effect hereafter.

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

NORWEST BANK BUILDING COMPANY

By Richard J. Warner
Its Vice Pres

And _____

Its _____

Approved as to form
and execution.

James J. Copeland
Asst. City Attorney

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, N.A.
now Norwest Bank Minn., N.A.

By Norwest Properties Inc

Its Agent

By Harold J. Beckley V.P.

CITY OF MINNEAPOLIS

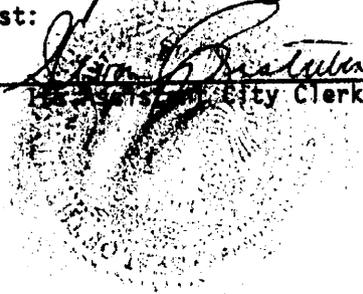
By [Signature]
Its Mayor

Countersigned:

By [Signature]
Its Finance Officer

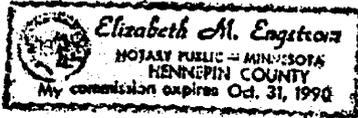
Attest:

By [Signature]
City Clerk



STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

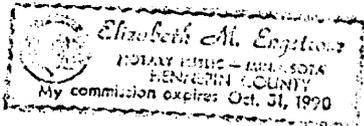
3rd The foregoing instrument was acknowledged before me this day of October, 1988, by Richard F. Werner, the Vice-President of Norwest Bank Building Company, a Minnesota corporation, on behalf of said Corporation.



Elizabeth M. Engstrom
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

3rd The foregoing instrument was acknowledged before me this day of October, 1988, by David F. Cahney, the Vice-President of Norwest Properties Inc., a Minnesota Corporation, as agent for Norwest Bank MN, N.A.



Elizabeth M. Engstrom
Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this 30 day of November, 1988, by Don Fraser, the Mayor and by John Gunnan, the City Finance Officer of the City of Minneapolis, on behalf of said City.

Merry Keefe
Notary Public

This instrument was drafted by:
Norwest Properties Inc.
33 South Sixth Street
1375 Multifoods Tower
Minneapolis, MN 55402

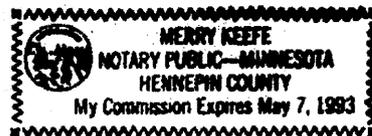
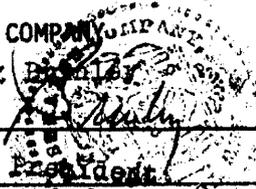


EXHIBIT E

CONSENT OF MORTGAGEE

THE UNDERSIGNED, holder of that certain mortgage dated December 2, 1980, between Northwestern Bank Building Company, as Mortgagor, and the undersigned, as Mortgagee recorded December 9, 1980, as Doc. No. 4609546 in the Office of the County Recorder, Hennepin County, Minnesota, and on December 4, 1980 as Doc. No. 1406036 in the Office of the Registrar of Titles, Hennepin County, Minnesota (the "Mortgage"), hereby consents to that certain Skyway Agreement between Norwest Bank Building Company formerly known as Northwestern Bank Building Company, and the City of Minneapolis, dated July 15, 1983, and amended by Amendment to Skyway Agreement, dated October 3, 1988 (the "Skyway Agreement") and agrees that, in the event and only in the event of the succession by the undersigned through foreclosure to the interest of Norwest Bank Building Company as owner of the property encumbered by the Mortgage, the Skyway Agreement and all of the terms and provisions thereof will be binding upon the undersigned and its successors and assigns and further agrees that any easement created thereunder which may be relocated in accordance with the provisions of the Skyway Agreement, shall retain its original priority over the Mortgage notwithstanding such relocation.

NEW YORK LIFE INSURANCE COMPANY

By William K. Butler  KMS
Its Assistant Vice President

By William J. Butler
Its Secretary KMS

STATE OF New York }
COUNTY OF New York } ss.

The foregoing instrument was acknowledged before me this 3
day of October, 1988 by William R. Brinley and
William J. Butler, the ASSISTANT VICE PRESIDENT
and ASSISTANT SECRETARY of NEW YORK LIFE INSURANCE COMPANY, a
New York Corporation, on behalf of the corporation.

Barbara A. Circi
Notary Public

BARBARA A. CIRCI
Notary Public, State of New York
No. 01-4338067
Qualified in New York County
Commission Expires 12/31/91



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BARBARA A. CIRCI

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HENNEPIN COUNTY

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HENNEPIN COUNTY

CALL LARRY COOPERMAN
8437

Certificate of Title

Certificate Number: **717494**

Transfer From Certificate Number: **496333**

Originally registered the 23rd day of June, 1959.
Also originally registered the 17th day of April, 1963.

Book: **995** Page: **301497**
Book: **1183** Page: **357794**

Dist. Court No.: **13876**
Dist. Court No.: **15274**

State of Minnesota
County of Hennepin

} s.s.

REGISTRATION

This is to certify that

City of Minneapolis, a Minnesota municipal corporation, 3rd Avenue & Fifth Street, City of Minneapolis, County of Hennepin, State of Minnesota is now the owner of an estate in fee simple

in the following described land situated in the County of Hennepin and State of Minnesota, to wit:

Par 1: That part of the Northwesterly 30.5 feet of Lot 7 lying Southwesterly of the Northeasterly 10 feet thereof and lying Northeasterly of the Southwesterly 28 feet thereof;

Par 2: The Southwesterly 58 feet of Lot 6.
That part of the Southwesterly 28 feet of Lot 7 lying Southeasterly of the Northwesterly 45 feet thereof;

Par 3; That part of Lot 7 lying Southeasterly of the Northwesterly 30.5 feet of Lot 7 and lying between the Southwesterly 28 feet thereof and the Northeasterly 10 feet thereof;

all in Block 48, Town of Minneapolis.

Subject to covenants, restrictions, reservations and conditions subsequent, including a right of re-entry and forfeiture of title upon default, as contained in deed Doc No. 683916, as to Par 1. (See Inst)

Subject to restrictions as contained in deed Doc No. 683916, as to Par 2.

Subject to a railroad easement for spur track right-of-way over the Southwesterly 8 1/2 feet of said Par 2 in favor of Chicago, Milwaukee, St. Paul and Pacific Railroad Company;

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws or the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment for which a sale of the land has not been had at the date of the certificate of title;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. Such right of appeal or right to appear and contest the application as is allowed by law;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under Minnesota statutes sections 514.01 to 514.17.

MEMORIALS

Document Number	Document Type	Date of Registration Month Day, Year Time	Amount (\$)	Running in Favor of
1430780	Notice of Lis Pendens	Jul 06, 1981 11:00 AM		The City of Minneapolis. To acquire above land by eminent domain.
1448682	Certificate of Completion & Release of Forfeiture	Nov 24, 1981 11:00 AM		Certifying that Covenants & Conditions in Doc No. 683916 have been released except Covenants in Sec 3. (See Inst) On Par 1
1982936	Skyway Agreement	Dec 20, 1988 10:00 AM		Between Norwest Bank Building Company, (a MN corp) and City of Minneapolis (See Inst)
1982937	Amendment to Skyway Agreement	Dec 20, 1988 10:00 AM		Between Norwest Bank Building Company, (a MN corp) and City of Minneapolis (See Inst) Amending document no(s). 1982936.0