

APPLICATION NO.: HEN-OR1039497

300 4th St. S.
Federal Courthouse
Parking Ramp

ALTA COMMITMENT - 1982 Rev.

SCHEDULE A

APPLICATION NO.: OR1039497-H

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

'ALTA' RESIDENTIAL OWNERS POLICY REV 1987

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

\$TO COME

PROPOSED INSURED:

TO COME

'ALTA' LOAN POLICY 10-17-92

PROPOSED INSURED:

OTHER POLICY ISSUED

PROPOSED INSURED:

OTHER POLICY ISSUED

PROPOSED INSURED:

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

The United States of America, acting by and through the General Services Administration

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

Parcel 1:

Lots 1 to 9 inclusive, Rearrangement of Part of Block 66, Minneapolis.

Parcel 2:

The Northwesterly 41 feet of Lot 7, the Southeasterly 37 feet of Lot 8, Block 66, Town of Minneapolis and those parts of the vacated alley dedicated in Block 66, Town of Minneapolis, lying Northeasterly of the centerline thereof and lying between the extensions across it of the Northwesterly line of the Southeasterly 37 feet of Lot 8 and the Southeasterly line of the Northeasterly 41 feet of Lot 7; AND

Lying Southwesterly of the centerline thereof and lying between the extensions across it of the Northwesterly line of Lot 9 and the Southeasterly line of Lot 1, all in Rearrangement of part of Block 66, Minneapolis, AND

The vacated Northeasterly-Southwesterly alley dedicated in Rearrangement of part of Block 66, Minneapolis lying between the Northeasterly and Southwesterly lines of said plat.

Being registered land as is evidenced by Certificate of Title No. 803671.

Parcel 3:

All of Lots 1, 2, 3, 9 and 10 and Lot 8 except the Southeasterly 37 feet, Block 66, Town of Minneapolis together with those parts of vacated alley dedicated in Block 66 of the Town of Minneapolis lying between the extensions across it of the Northwesterly lines of Lots 1 and 10 and the Southeasterly lines of Lots 2 and 9 and the Northeasterly lines of Lots 3 and 8 and the Southerly line of Lot 3 to the centerline and the Southeasterly lines of Lot 8 except the Southeasterly 37 feet to the centerline.

Abstract Property

Known as 300 4th Street South, Minneapolis, Minnesota

SCHEDULE B – SECTION 1

REQUIREMENTS

The following are the requirements to be complied with:

1. The Title of To Come is to be established of record.
2. Secure Directive of the Examiner of Titles to remove Document Nos. 2149874 and 2603385 from the Certificate 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.
- 2. The date of the special assessment search is April 26, 2006.

Taxes for the year 2006 are exempt. (Base tax exempt) (Tax No. 23-029-24-33-0876.)

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

- 3. Tunnel Agreement (Grain Exchange Tunnel) among the Minneapolis Community Development Agency, City of Minneapolis, and The United States of America, acting by and through the General Services Administration, dated as of January 19, 1994, recorded January 20, 1994, in the office of County Recorder as Document No. 6221880 and filed January 20, 1994 in the office of Registrar of Titles as Document No. 2668635.
- 4. Tunnel Agreement (City Hall Tunnel) among City of Minneapolis, The United States of America, acting by and through the General Services Administration and the Minneapolis Community Development Agency, dated as of January 19, 1994, recorded January 20, 1994, in the office of County Recorder as Document No. 6221879 and filed April 21, 1995 in the office of Registrar of Titles as Document No. 2468816.
- 5. Courthouse Plaza Operating and Use Agreement among The United States of America, acting by and through the General Services Administration, City of Minneapolis, and Minneapolis Community Development Agency, dated as of January 19, 1994, recorded January 20, 1994 in the office of the County Recorder as Document No. 6221878 and filed January 20, 1994 in the office of the Registrar of Titles as Document No. 2468815.

APPLICATION NO.: HEN-OR1039497

6. Easement for driveway purposes between The United States of America, acting by and through the General Services Administration and Flour Exchange Building Corp. filed December 8, 1995 as Document No. 2659625.

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

DUPLICATE

2668635

TUNNEL AGREEMENT
(Grain Exchange Tunnel)

THIS AGREEMENT is made as of January 19, 1994 among Minneapolis Community Development Agency, a body corporate and politic under the laws of the State of Minnesota ("MCDA"), City of Minneapolis, a Minnesota municipal corporation ("City"), and The United States of America, acting by and thorough the General Services Administration ("GSA").

RECITALS

A. GSA is the owner, in fee, of the tracts of land situated in the City of Minneapolis, County of Hennepin, State of Minnesota, described on Exhibit 1 (the "GSA Tract").

B. City is the owner, in fee, of the tracts of land situated in the City of Minneapolis, County of Hennepin, State of Minnesota, described on Exhibit 2 (the "Central Ramp").

C. GSA, City and MCDA are parties to a Development Agreement in Minneapolis, Minnesota, dated March 19, 1993 (the "Development Agreement") providing for, among other things, development of a new U.S. Courthouse and related plaza and structured parking (collectively, the "Project") on the GSA Tract. Capitalized terms used in this Agreement and not defined herein shall have the meanings given them in the Development Agreement.

D. In connection with the Project, MCDA, City, and GSA desire to provide for the construction and maintenance of a pedestrian tunnel and service corridor ("Grain Exchange Tunnel") running from the exterior building lines of the GSA Tract along South Fourth Street to the Central Ramp.

E. The City intends to construct the Grain Exchange Tunnel.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, MCDA, the City) and GSA hereby agree as follows:

1. MCDA or the City shall cause the Grain Exchange Tunnel to be constructed which will connect to the GSA Tract at the GSA Tract property line at the corner of Fourth Avenue South and South Fourth Street and will run along South Fourth Street to the Central Ramp. Such tunnel and connection will be at the approximate location shown on Exhibit 3 attached hereto in substantial accordance with plans and specifications to be developed by MCDA or the City. Plans and specifications for the Grain Exchange Tunnel construction shall be subject to the approval of GSA, which shall not be

1993 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

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JAN 20 1994

HENNEPIN COUNTY MINN.

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OF MERGE
CITY

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unreasonably withheld, delayed or conditioned. If within 30 days following receipt of the plans and specifications GSA has not provided MCDA or the City with notice withholding approval and specifying such adjustments GSA believes are necessary to secure approval, the plans and specifications shall be deemed to be approved. Upon execution of this Agreement, GSA shall provide MCDA or the City with all existing drawings, specifications and other documents and shall thereafter furnish any additional drawings, specifications and other documents pertaining to the buildings and improvements to be located on the GSA Tract as may be helpful in designing and constructing the Grain Exchange Tunnel connection. GSA shall construct the interior improvements on the GSA Tract, and City shall construct and restore the interior improvements in the Central Ramp, respectively, as may be necessary to provide access to the Grain Exchange Tunnel so that such access will be available upon completion of the Grain Exchange Tunnel and improvements on the GSA Tract and the Central Ramp. In particular but without limitation, GSA shall construct the improvements on the GSA Tract in such manner that there shall be direct and convenient access to and from the Grain Exchange Tunnel and the Plaza Garage and the Central Ramp.

2. GSA does hereby grant, bargain, quitclaim and convey to the City, its successors and assigns, for the benefit of the Central Ramp, and the City does hereby grant, bargain, quitclaim and convey to GSA, its successors and assigns, for the benefit of the GSA Tract, mutual easements for the period provided in Paragraph 4 below, to construct, reconstruct, repair, maintain, operate and use the Grain Exchange Tunnel all in accordance with the terms, covenants and conditions provided in this Agreement. Such easements shall include the nonexclusive right to use the public areas designated or reasonably necessary for pedestrian tunnel walkway and service corridor access between and within the buildings and improvements on the GSA Tract and in the Central Ramp, as the case may be, to provide reasonably convenient pedestrian access from the Grain Exchange Tunnel to and from such buildings and improvements and to any other tunnel or pedestrian walkways or skyways now or hereafter attached to or accessible through such buildings and improvements. City acknowledges that, except during normal Federal business hours, and except as otherwise required to carry out the intent of this Paragraph 2, GSA may restrict public pedestrian access to portions of the interior of the building and improvements on the GSA Tract which are normally closed to the public outside of normal Federal business hours. GSA and the City shall each have the right in its sole discretion to increase, decrease, alter or rearrange at its expense the public areas in its respective building for pedestrian tunnel walkway and service corridor access so long as the resulting configuration of the public areas provides such reasonably convenient access.

3. The cost of the design and construction of the Grain Exchange Tunnel shall be paid as follows:

(a) GSA shall pay the cost of all work performed, services rendered and materials furnished in designing, constructing and restoring the interior of the improvements on the GSA Tract (including the Plaza Garage) incurred by reason of the construction of the Grain Exchange Tunnel and any structural support required to support the Grain Exchange Tunnel on the GSA Tract. Such cost will be borne by GSA only, and MCDA and the City shall not pay any portion of the cost thereof.

(c) Except as provided in item (a) above, MCDA or the City shall pay all of the cost of work performed, services rendered and materials furnished in initially designing and constructing the Grain Exchange Tunnel, attachment of the Grain Exchange Tunnel at the property line of the GSA Tract at the location of the connection shown on Exhibit 3, and up to the Central Ramp, and all associated architectural fees, insurance and bonds.

4. The mutual easements referred to above shall continue in effect so long as both that portion of the existing building or improvements on the Central Ramp and that portion of the building or improvements to be erected by GSA on the GSA Tract to which the Grain Exchange Tunnel is affixed continue to exist. Upon the demolition or destruction of either that portion of the existing building or improvements on the Central Ramp or that portion of the building or improvements to be erected by GSA on the GSA Tract to which the Grain Exchange Tunnel is affixed (except where destroyed by casualty and rebuilt within 3 years), such mutual easements shall terminate, at which time the Grain Exchange Tunnel shall be promptly sealed.

5. From and after the date the Grain Exchange Tunnel is substantially complete, all repairs, maintenance, cleaning, operations, replacement and removal of the Grain Exchange Tunnel shall be performed by MCDA or the City. The Grain Exchange Tunnel shall be kept and maintained in first-class condition and repair and shall be operated in a first-class manner consistent with the highest level of standards maintained in other tunnels in the Minneapolis central business district. The Grain Exchange Tunnel shall not be replaced or removed, nor except in any emergency shall extraordinary repairs be performed without the prior written approval of the City, which approval will not be unreasonably withheld, delayed or conditioned.

6. The MCDA or the City shall maintain, at all times from and after the opening of the Grain Exchange Tunnel, (a) public liability insurance insuring GSA, MCDA and City, and the holder of any mortgage on the GSA Tract as specified from time to time by GSA, against all claims, demands or actions for injury or death, in an amount not less than \$5,000,000 combined single limit, arising from, related to or connected with the operation of the Grain Exchange Tunnel and (b) insurance on the Grain Exchange Tunnel covering those risks covered by an "All-Risk" policy of property insurance, with coverage for the full replacement cost of the Grain Exchange Tunnel, as determined annually by the property insurer, the proceeds of which shall be applied to repair and restoration of the Grain Exchange Tunnel. The aforesaid insurance shall be in form and amount reasonably satisfactory to all parties, and with an insurer reasonably satisfactory to all parties. Each policy shall provide that it will not be subject to cancellation or reduction in coverage except after 30 days' prior written notice to each of the insureds. Certificate evidence of each policy shall be deposited with the MCDA or the City prior to opening of the Grain Exchange Tunnel and for renewals, not less than 30 days prior to the expiration of the term of the expiring policy. The City may self-insure for any or all of the foregoing with the consent of GSA which consent shall not be unreasonably withheld.

7. The operation and use of the Grain Exchange Tunnel, and the availability of all pedestrian easement rights and areas described in Paragraph 2, shall be from 6:00 a.m. to 10:00 p.m., Mondays through Fridays, from 9:30 a.m. to 10:00 p.m. Saturdays and from 10:00 a.m. to 6:00 p.m. Sundays and Holidays, such other hours as the Project or the Central Ramp shall be open for business as set out by notice from time to time given by GSA or the City to the other, and any other hours as may be agreed by GE, the City and GSA. As used herein, "Holidays" means New Years Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and such other days as the GSA and the City shall mutually agree.

8. Title to the Grain Exchange Tunnel shall vest in the City.

9. From and after the day the Grain Exchange Tunnel is substantially complete, it shall be used continuously as a pedestrian walkway and a service corridor, subject to the conditions specified in Paragraphs 4 and 7 hereof, for travel to and from the buildings and improvements on the GSA Tract (including but not limited to the Plaza Garage) and to and from the Central Ramp and for no other purpose except that the City may permit on such terms as the City deems appropriate, connection of the Grain Exchange Tunnel to buildings known as the Minneapolis Grain Exchange for such purposes. At the request of the City, GSA agrees to enter into an amendment of this Agreement or such other

agreements as may be reasonably necessary to effect the connection of the Minneapolis Grain Exchange so long as no additional cost, obligation, or liability is thereby imposed upon or assumed by GSA.

10. 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 on the date the same is deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to MCDA: Minneapolis Community Development Agency
Crown Mill Suite 600
105 Fifth Avenue South
Minneapolis, MN 55401-2538
Attn: Federal Courts Project Coordinator

If to City: City of Minneapolis
Office of City Traffic Engineer
Room 233 City Hall
Minneapolis, MN 55415

If to GSA: U. S. General Services Administration
230 South Dearborn Street
Chicago, IL 60604-1503
Attn: Assistant Regional Administrator
Public Buildings Service

Any 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 parties not less than thirty (30) days prior to the effective date of change.

11. The easements and provisions of this Agreement are appurtenant to the use of GSA Tract and the Central Ramp and shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. GSA and its successors and assigns as owner of the GSA Tract shall be liable only for such obligations of GSA under this Agreement as accrue during its respective period of ownership of the GSA Tract. City and its successors and assigns shall each be liable only for such obligations of City under this Agreement as accrue to it during its respective period of ownership of the Grain Exchange Tunnel. MCDA and its successors and assigns shall each be liable only for such obligations of MCDA under this Agreement as accrue to it during its respective period of ownership of the Grain Exchange Tunnel. Nothing in this Agreement is to be interpreted to give the public, any governmental authority, or any other third party any easement upon any land.

12. This Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof. It may

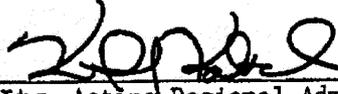
be amended or modified only by written amendment or supplement signed by the party to be bound. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Agreement.

13. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the MCDA, the City, and the GSA have executed this Agreement effective as of the date first above written.

THE UNITED STATES OF AMERICA,
acting by and through the
GENERAL SERVICES ADMINISTRATION

By 
Its Acting Regional Administrator

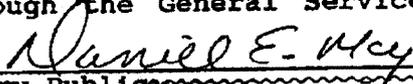
Dated January 18, 1994

This Instrument Drafted by:

McGrann Shea Franzen Carnival
Straughn & Lamb, Chartered
2200 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, Minnesota 55402-2041
(612) 338-2525

ILLINOIS
STATE OF MINNESOTA)
 COOK) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 18th day of January, 1994, by Kenneth J. Kalscheur, as the Acting Regional Administrator, Public Buildings Service, of The United States of America, acting by and through the General Services Administration.


Notary Public
OFFICIAL SEAL
DANIEL EDWARD MAY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 12/31/95

[GSA signature page to Tunnel Agreement (Grain Exchange Tunnel), between and among The United States of America, acting by and through the General Services Administration, Minneapolis Community Development Agency and the City of Minneapolis, dated as of January 19, 1994.]

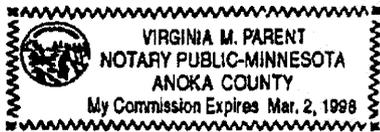
MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

By Paul J. Laska
Its Deputy Executive Director

Dated 1-19-94

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th
day of Jan, 1994, by Paul F. Fuchs as the
Deputy Executive Director of the Minneapolis Community
Development Agency, a body corporate and politic under the laws of
the State of Minnesota.



Virginia M Parent

[Minneapolis Community Development Agency signature page
to Tunnel Agreement (Grain Exchange Tunnel), between and
among The United States of America, acting by and through
the General Services Administration, Minneapolis Communi-
ty Development Agency and the City of Minneapolis dated
as of January 19, 1994.]



CITY OF MINNEAPOLIS

By Sharon Gayle Belton
Mayor

Approved as to form:

[Signature]

Countersigned

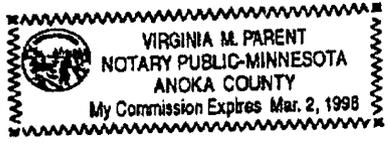
By John Meier
Finance Officer

Attested

By Mary Keefe
City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th
day of Jan, 1994, by Sharon Gayle Belton as the Mayor, and
John Meier, the Finance Officer, of the City of Minneapo-
lis, a Minnesota municipal corporation.



Virginia M Parent
Notary Public

[City of Minneapolis signature page to Tunnel Agreement (Grain Exchange Tunnel), between and among The United States of America, acting by and through the General Services Administration, Minneapolis Community Development Agency and the City of Minneapolis dated as of January 19, 1994.]

EXHIBIT 1

TO

GRAIN EXCHANGE TUNNEL AGREEMENT

DESCRIPTION OF GSA TRACT

PARCEL 1:

Lots 1, 2 and 3, Block 66, Town of Minneapolis, and the Southwesterly one-half of vacated alley adjoining said Lots 1, 2 and 3.

PARCEL 2:

Lots 1 to 7 inclusive, Rearrangement of Part Block 66, Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota.

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

PARCEL 3:

The Southwesterly 1/2 of the vacated alley dedicated in Block 66, Town of Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, which lies between the Northeasterly extension of the Southeasterly line of Lot 8, Rearrangement of Part of Block 66, and the Northwesterly line of 4th Avenue South, and together with that portion of vacated alley accruing to said Lots 1 to 7 as dedicated in the Plat of Rearrangement of Part of Block 66, Town of Minneapolis.

PARCEL 4:

The Northwesterly 41 feet of Lot 7 and the Southeasterly 37 feet of Lot 8, Block 66, Town of Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota. Together with that portion of vacated alley accruing to the Southeasterly 37 feet of Lot 8 by reason of the vacation thereof, and together with that portion of vacated alley which lies between the Southwesterly extension of the Northwesterly line of Lot 7 and the Southeasterly line of the Northwesterly 41 feet of Lot 7.

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

PARCEL 5:

The Northwesterly 29 feet front and rear of Lot 8, next to and adjoining Lot 9, and all of Lots 9 and 10 in Block 66, Town of Minneapolis, together with that part of vacated alley accruing thereto by reason of the vacation thereof.

PARCEL 6:

Lots 8 and 9, Rearrangement of Part of Block 66, Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota, together with that portion of vacated E-W and N-S alleys accruing thereto by reason of the vacation thereof.

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

PARCEL 7:

That part of Lot 8, Block 66, Town of Minneapolis, according to the plat thereof, Hennepin County, Minnesota, which lies Southeasterly of the Southeasterly line of the Northwesterly 29.00 feet of Lot 8 and lies Northwesterly of the Northwesterly line of the Southeasterly 37.00 feet of Lot 8, together with that part of the Northeast-erly 1/2 of the vacated alley accruing thereto by reason of the vacation thereof.

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EXHIBIT 2

TO

GRAIN EXCHANGE TUNNEL AGREEMENT

DESCRIPTION OF CENTRAL RAMP

PARCEL 1

Lot 6, Block 67, Town of Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

PARCEL 2

Lot 7, Block 67, Town of Minneapolis, except the rear 8 feet of said lot reserved for alley.

PARCEL 3

The Southwesterly 8 feet of the Southeasterly 44 feet of Lot 7, Block 67, Town of Minneapolis.

PARCEL 4

The Southwesterly 8 feet of that part of Lot 7, Block 67, Town of Minneapolis described as follows: Commencing at Northwest corner of said lot; thence run on Northerly line of said lot Southeasterly 22 feet; thence at right angles and parallel with Westerly line of said lot; Southwesterly to rear or Southerly line of said lot; thence at right angles Northwesterly on line of said lot, 22 feet to Southwest corner of said lot; thence at right angles on west line of said lot Northeasterly to point of beginning.

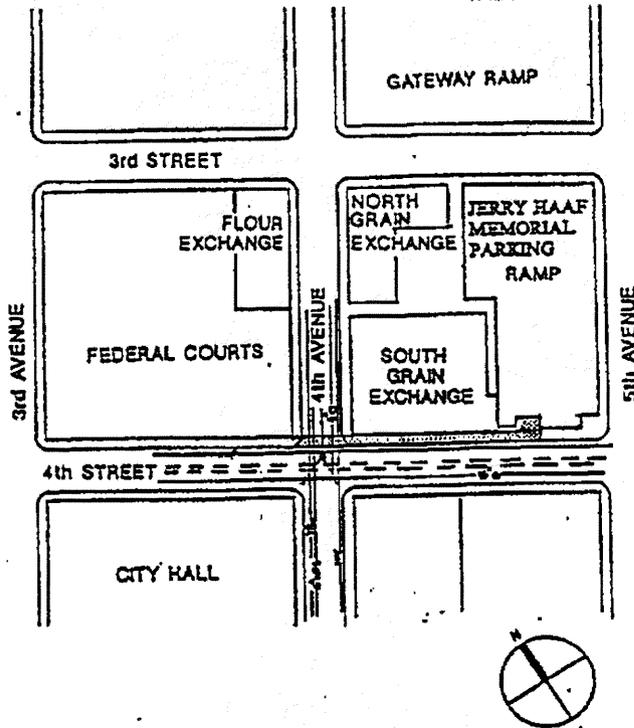
PARCEL 5

Lots 4 and 5, Block 67, Town of Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota.

PARCEL 6

Lot 8, Block 67, Town of Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

EXHIBIT 3
 TO
 GRAIN EXCHANGE TUNNEL AGREEMENT
 LOCATION OF TUNNEL AND CONNECTION



[The description herein set forth is subject to appropriate adjustment in accordance with actual construction as provided by the Development Agreement, the adjustments to be determined by an "as built" survey prepared by a registered land surveyor, the expense of which shall be shared equally by the parties.]

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 1/14/94

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RECEIVED
 COUNTY OF COVINGTON
 CLERK OF COURTS
 AT 09:30 AM JAN 14 1994
 1994 JAN 14 3:30
 RECEIVED
 COUNTY OF COVINGTON
 CLERK OF COURTS
 AT 09:30 AM JAN 14 1994

Certified
 Copy
 1/14/94

2668635

REGISTERED VOL 2694 ^V PAGE 803571

(H)

80362577
FROM MERGE

REGISTERED VOL 2793 PAGE 833577

18c
OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

JAN 11 1996

10:00 AM
R. Dan Carlson
REGISTRAR OF TITLES
BY R. Dan Carlson DEPUTY

629603
RECEIVED
JAN 11 1996
COUNTY OF HENNEPIN
REGISTERED VOL 2793

BOX 333

31-
95

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA

CERTIFIED FILED AND OR
RECORDED ON

1994 JAN 20 PM 3:30

AS DOCUMENT # 6221880

R. Dan Carlson
CO. RECORDER

BY R. Dan Carlson DEPUTY

Duplicate
Filing
Certificate

2468816

TUNNEL AGREEMENT
(City Hall Tunnel)

THIS AGREEMENT is made as of January 19, 1994 among the City of Minneapolis, a Minnesota municipal corporation ("City"), United States General Services Administration ("GSA"), and the Minneapolis Community Development Agency, a body corporate and politic under the laws of the State of Minnesota ("MCDA").

RECITALS

A. GSA is the owner, in fee, of the tracts of land situated in the City of Minneapolis, County of Hennepin, State of Minnesota, described on Exhibit 1 (the "GSA Tract").

B. City, through the Municipal Building Commission has an interest in the tract of land situated in the City of Minneapolis, County of Hennepin, State of Minnesota, described on Exhibit 2 (the "City Hall Tract").

C. GSA, City and MCDA are parties to a Development Agreement in Minneapolis, Minnesota, dated March 19, 1993 (the "Development Agreement") providing for, among other things, development of a new U.S. Courthouse and related plaza and structured parking (collectively, the "Project") on the GSA Tract.

D. In connection with the Project, GSA, City and MCDA desire to provide for the re-opening and maintenance of a currently-existing pedestrian tunnel ("City Hall Tunnel") under South Fourth Street between the City Hall Tract and GSA Tract.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, MCDA, City and GSA hereby agree as follows:

1. MCDA or the City shall cause the City Hall Tunnel to be connected between the GSA Tract and City Hall Tract on the GSA Tract property line at the approximate location shown on Exhibit 3 attached hereto in substantial accordance with plans and specifications to be developed by MCDA or the City. Plans and specifications for the City Hall Tunnel re-opening shall be subject to the approval of GSA, which shall not be unreasonably withheld, delayed or conditioned. If within 30 days following receipt of the plans and specifications, GSA has not provided the MCDA or the City with notice withholding approval and specifying such adjustments GSA believes are necessary to secure approval, the plans and specifications shall be deemed to be approved. Upon execution of this Agreement, GSA shall provide the MCDA or the City with all existing

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1/5/94

1993 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

JAN 20 1994

HENNEPIN COUNTY MINN.

DEPUTY

drawings, specifications and other documents and shall thereafter furnish any additional drawings, specifications and other documents pertaining to the buildings and improvements to be located on the GSA Tract as may be helpful in re-opening the City Hall Tunnel connection. Except for reasons beyond MCDA's and City's reasonable control, construction of the City Hall Tunnel will be substantially complete no later than the Completion Date of the Project as set out in the Development Agreement. MCDA or the City shall construct and restore the interior of the improvements on the City Hall Tract, and GSA shall construct the interior of the improvements on the GSA Tract, as may be necessary to provide access to the City Hall Tunnel so that such access will be available upon completion of the City Hall Tunnel and improvements on the GSA Tract. In particular but without limitation, GSA shall construct the improvements on the GSA Tract in such manner that there shall be direct and convenient access to and from the City Hall Tunnel and the Plaza Garage and the Grain Exchange Tunnel (as defined in the Development Agreement).

2. City does hereby grant, bargain, quitclaim and convey to GSA, its successors and assigns, for the benefit of the GSA Tract, and GSA does hereby grant, bargain, quitclaim and convey to the City, its successors and assigns, for the benefit of the City Hall Tract, mutual easements for the period provided in Paragraph 4 below, to construct, reconstruct, repair, maintain, operate and use the City Hall Tunnel all in accordance with the terms, covenants and conditions provided in this Agreement. Such easements shall include the nonexclusive right to use the public areas designated or reasonably necessary for pedestrian City Hall Tunnel walkway and service corridor access between and within the buildings and improvements on the City Hall Tract and the GSA Tract, as the case may be, to provide reasonably convenient pedestrian access from the City Hall Tunnel to and from such buildings and improvements and to any other tunnel or pedestrian walkways or skyways now or hereafter attached to or accessible through such buildings and improvements. City acknowledges that, except during normal Federal business hours, and except as otherwise required to carry out the intent of this Paragraph 2, GSA may restrict public pedestrian access to portions of the interior of buildings and improvements on the GSA Tract which are normally closed to the public outside of normal Federal business hours. City and GSA shall each have the right in its sole discretion to increase, decrease, alter or rearrange at its expense the public areas in its respective building for pedestrian City Hall Tunnel walkway and service corridor access so long as the resulting configuration of the public areas provides such reasonably convenient access.

3. The cost of the design and construction of the City Hall Tunnel shall be paid as follows:

- (a) MCDA or the City shall pay the cost of all work performed, services rendered and materials furnished in designing, constructing and restoring the interior of the improvements on the City Hall Tract incurred by reason of the re-opening of the City Hall Tunnel. Such cost will be borne by MCDA or the City only, and GSA shall not pay any portion of the cost thereof.
- (b) MCDA or the City shall pay the cost of all work performed, services rendered and materials furnished by reason of the re-opening of the City Hall Tunnel from the City Hall Tract to the GSA Tract property line. Such cost will be borne by MCDA or the City only, and GSA shall not pay any portion of the cost thereof.
- (c) MCDA or the City shall pay all of the cost of work performed, services rendered and materials furnished in connecting the City Hall Tunnel to the GSA Tract at the GSA Tract property line at the approximate location shown on Exhibit 3 attached hereto, and all associated architectural fees, insurance and bonds including the costs of designing and installing all heating and ventilation equipment and lighting.
- (d) GSA shall pay the cost of all work performed, services rendered and materials furnished in designing and constructing the improvements on the GSA Tract to permit and facilitate the connection of the City Hall Tunnel to the GSA Tract at the GSA Tract property line at the approximate location shown on Exhibit 3 attached hereto.

4. The mutual easements referred to above shall continue in effect so long as both that portion of the existing building or improvements on the City Hall Tract to which the City Hall Tunnel is affixed and that portion of the building or improvements to be erected by GSA on the GSA Tract to which the City Hall Tunnel is affixed or provides access continue to exist. Upon the demolition or destruction of either that portion of the existing building or improvements on the City Hall Tract to which the City Hall Tunnel is affixed or that portion of the building or improvements to be erected by GSA on the GSA Tract to which the City Hall Tunnel is affixed or provides access (except where destroyed by casualty and rebuilt within 3 years), such mutual easements shall terminate, at which time the City Hall Tunnel shall be promptly sealed.

5. From and after the date the City Hall Tunnel is substantially complete, all repairs, maintenance, cleaning, operations,

replacement and removal of the City Hall Tunnel (a) not within the GSA Tract shall be performed by MCDA or the City, and (b) within the GSA Tract shall be performed by GSA. The City Hall Tunnel shall be kept and maintained in a first-class condition and repair and shall be operated in a first-class manner consistent with the highest level of standards maintained in other tunnels in the Minneapolis central business district. The City Hall Tunnel shall not be replaced or removed, nor except in any emergency shall extraordinary repairs be performed without the prior written approval of MCDA or the City, which approval will not be unreasonably withheld, delayed or conditioned.

6. The City shall maintain, at all times from and after the opening of the City Hall Tunnel, (a) public liability insurance insuring GSA, MCDA and City, and the holder of any mortgage on the GSA Tract or City Tract as specified from time to time by GSA or MCDA or the City, against all claims, demands or actions for injury or death, in an amount not less than \$5,000,000 combined single limit, arising from, related to or connected with the operation of the City Hall Tunnel and (b) insurance on that part of the City Hall Tunnel not within the GSA Tract covering those risks covered by an "All-Risk" policy of property insurance, with coverage for the full replacement cost of such portion of the City Hall Tunnel. The aforesaid insurance shall be in form and amount reasonably satisfactory to all parties, and with an insurer reasonably satisfactory to all parties. Each policy shall provide that it will not be subject to cancellation or reduction in coverage except after 30 days' prior written notice to each of the insureds. Certificate evidence of each policy shall be deposited with GSA prior to opening of the City Hall Tunnel and for renewals, not less than 30 days prior to the expiration of the term of the expiring policy. The City may self-insure for any or all of the foregoing with the consent of GSA which consent shall not be unreasonably withheld.

7. The operation and use of the City Hall Tunnel, and the availability of all pedestrian easement rights and areas described in Paragraph 2, shall be from 6:00 a.m. to 10:00 p.m., Mondays through Fridays, from 9:30 a.m. to 10:00 p.m. Saturdays and from 10:00 a.m. to 6:00 p.m. Sundays and Holidays, and any other hours as may be agreed by the City and GSA. As used herein, "Holidays" means New Years Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and such other days as GSA and the City shall mutually agree.

8. Title to the City Hall Tunnel shall vest in the City, its successors and assigns.

9. From and after the day the City Hall Tunnel is substantially complete, it shall be used continuously as a pedestrian tunnel and a service corridor, subject to the conditions specified

in Paragraphs 4 and 7 hereof, for travel to and from the buildings on the City Hall Tract and the GSA Tract, and for no other purpose. No advertising signs will be permitted on the City Hall Tunnel, except that directional and identification signs and special decorations as agreed upon between the parties hereto may be permitted.

10. 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 on the date the same is deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to MCDA: Minneapolis Community Development Agency
Crown Mill, Suite 600
105 Fifth Avenue South
Minneapolis, MN 55401
Attn: Federal Courts Project Coordinator

If to City: City of Minneapolis
Office of City Traffic Engineer
Room 233 City Hall
Minneapolis, MN 55415

If to GSA: U. S. General Services Administration
230 South Dearborn Street
Chicago, IL 60604-1503
Attn: Assistant Regional Administrator,
Public Buildings Service

Any 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 parties not less than thirty (30) days prior to the effective date of change.

11. The easements and provisions of this Agreement are appurtenant to the use of City Hall Tract and GSA Tract and shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. GSA and its successors and assigns as owner of the GSA Tract shall each be liable only for such obligations of GSA under this Agreement as accrue during its respective period of ownership of the GSA Tract. City and its successors and assigns shall each be liable only for such obligations of City under this Agreement as accrue to it during its respective period of ownership of the City Hall Tract. MCDA and its successors and assigns shall each be liable only for such obligations of MCDA under this Agreement as accrue to it during its respective period of ownership of the City Hall Tract. Nothing in this Agreement is to be interpreted to give the public, any governmental authority, or any other third party any easement upon any land.

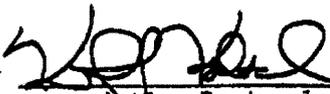
12. This Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof. It may be amended or modified only by written amendment or supplement signed by the party to be bound. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Agreement.

13. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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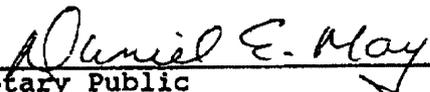
IN WITNESS WHEREOF, the City, MCDA and the GSA have executed this Agreement effective as of the date first above written.

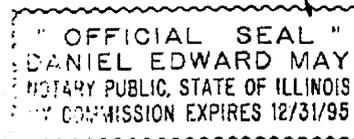
THE UNITED STATES OF AMERICA,
acting by and through the
GENERAL SERVICES ADMINISTRATION

By 
Its Acting Regional Administrator

Dated January 18, 1994
ILLINOIS
STATE OF MINNESOTA)
COOK) SS.
COUNTY OF HENNERIN)

The foregoing instrument was acknowledged before me this 18th day of January, 1994, by Kenneth J. Kalscheur, as the Acting Regional Administrator, Public Buildings Service, of The United States of America, acting by and through the General Services Administration.

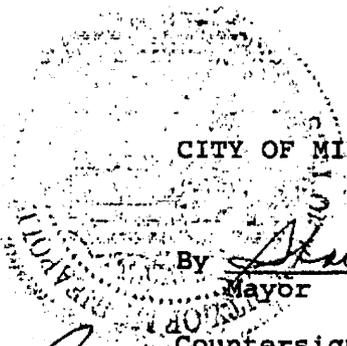

Notary Public



This Instrument Drafted by:

McGrann Shea Franzen Carnival
Straughn & Lamb, Chartered
2200 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, Minnesota 55402-2041
(612) 338-2525

[GSA signature page to Tunnel Agreement (City Hall Tract), between and among The United States of America, acting by and through the General Services Administration, Minneapolis Community Development Agency, and the City of Minneapolis, dated as of January 19, 1994].



CITY OF MINNEAPOLIS

By Sharon Sayos Belton
Mayor

Approved as to form:

[Signature]

Countersigned

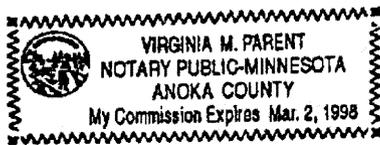
By John Muir
Finance Officer

Attested

By Merry Kege
City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th
day of Jan, 1994, by Sharon Sayos Belton, as the Mayor, and
John Muir, as the Finance Officer, of the City of
Minneapolis, a Minnesota municipal corporation.



Virginia M Parent
Notary Public

[City of Minneapolis signature page to Tunnel Agreement
(City Hall Tract), between and among The United States of
America, acting by and through the General Services
Administration, Minneapolis Community Development Agency,
and the City of Minneapolis, dated as of January 19,
1994]

EXHIBIT 1
TO
CITY HALL TUNNEL AGREEMENT
DESCRIPTION OF GSA TRACT

The following described real property situate in Hennepin County, Minnesota:

PARCEL 1:

NT
Lots 1, 2 and 3, Block 66, Town of Minneapolis, and the Southwest-
erly one-half of vacated alley adjoining said Lots 1, 2 and 3.

PARCEL 2:

OLD
OFF #
655617
Lots 1 to 7 inclusive, Rearrangement of Part Block 66, Minneapolis,
Files of Registrar of Titles, County of Hennepin, State of
Minnesota.

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

PARCEL 3:

NEED
AIRSIDE
The Southwesterly 1/2 of the vacated alley dedicated in Block 66,
Town of Minneapolis, according to the recorded plat thereof, and
situate in Hennepin County, Minnesota, which lies between the
Northeasterly extension of the Southeasterly line of Lot 8,
Rearrangement of Part of Block 66, and the Northwesterly line of
4th Avenue South, and together with that portion of vacated alley
accruing to said Lots 1 to 7 as dedicated in the Plat of Rearrange-
ment of Part of Block 66, Town of Minneapolis.

PARCEL 4:

OLD
OFF
793527
NEED
DIRECTIONS
The Northwesterly 41 feet of Lot 7 and the Southeasterly 37 feet of
Lot 8, Block 66, Town of Minneapolis, Files of Registrar of Titles,
County of Hennepin, State of Minnesota. Together with that portion
of vacated alley accruing to the Southeasterly 37 feet of Lot 8 by
reason of the vacation thereof, and together with that portion of
vacated alley which lies between the Southwesterly extension of the
Northwesterly line of Lot 7 and the Southeasterly line of the
Northwesterly 41 feet of Lot 7.

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

PARCEL 5:

NT
The Northwesternly 29 feet front and rear of Lot 8, next to and adjoining Lot 9, and all of Lots 9 and 10 in Block 66, Town of Minneapolis, together with that part of vacated alley accruing thereto by reason of the vacation thereof.

PARCEL 6:

OWD OFF #473321
NEED DIRECTOR E
Lots 8 and 9, Rearrangement of Part of Block 66, Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota, together with that portion of vacated E-W and N-S alleys accruing thereto by reason of the vacation thereof.

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

PARCEL 7:

NT
That part of Lot 8, Block 66, Town of Minneapolis, according to the plat thereof, Hennepin County, Minnesota, which lies Southeasterly of the Southeasterly line of the Northwesternly 29.00 feet of Lot 8 and lies Northwesternly of the Northwesternly line of the Southeast-erly 37.00 feet of Lot 8, together with that part of the Northeast-erly 1/2 of the vacated alley accruing thereto by reason of the vacation thereof.

EXHIBIT 2
TO
CITY HALL TUNNEL AGREEMENT
(South Fourth Street)

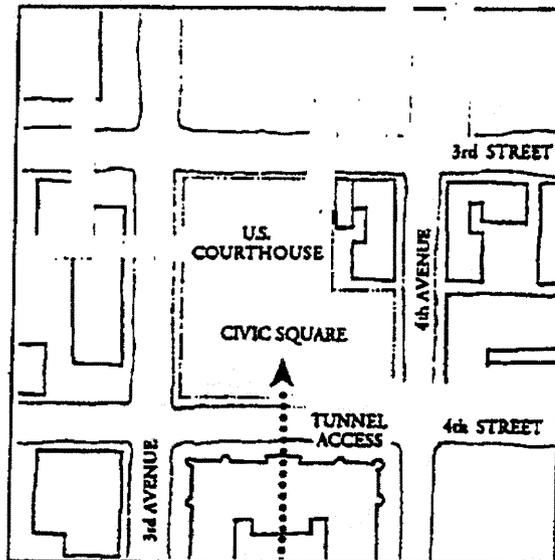
DESCRIPTION OF CITY HALL TRACT

The following described real property situate in Hennepin
County, Minnesota:

Block 77, Town of Minneapolis.

NT

EXHIBIT 3
TO
CITY HALL TUNNEL AGREEMENT
LOCATION OF TUNNEL AND CONNECTION



[The description herein set forth is subject to appropriate adjustment in accordance with actual construction as provided by the Development Agreement, the adjustments to be determined by an "as built" survey prepared by a registered land surveyor, the expense of which shall be shared equally by the parties.]

2468816

REGISTERED VOL 2694 PAGE 203671

803671

(5)

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

JAN 20 1994

upm

R. Dean Cochran
REGISTRAR OF TITLES
DEPUTY

629603

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Sch

BOOK 120

FILE

(5)

2468815

COURTHOUSE PLAZA
OPERATING AND USE AGREEMENT

DATE: January 19, 1994

AMONG: THE UNITED STATES OF AMERICA,
acting by and through the
General Services Administration ("Owner")

AND: CITY OF MINNEAPOLIS
a Minnesota municipal corporation ("City")

AND: MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY
a Minnesota body corporate and politic ("MCDA")

RECITALS:

- A. Pursuant to the Development Agreement ("Development Agreement") dated March 19, 1993, among Owner, City, and MCDA, Owner has acquired or will acquire from the MCDA the property described in Exhibit A on which the Owner intends to construct a federal courthouse and other improvements (such land and improvements being the "Project").
- B. In the Development Agreement, Owner has agreed to construct a parking garage as part of the Project and lease the completed Garage to the City under a 99-year lease (such leasehold interest being the "Garage").
- C. City through the Municipal Building Commission has an interest in the property described in Exhibit B on which is located the City Hall and Court House (such land and improvements being the "City Hall").
- D. Pursuant to the Development Agreement, Owner, City and MCDA desire that a portion of the Project described in Exhibit C ("Plaza") be constructed, used and operated as a public plaza, open space and park area for the mutual benefit and enhancement of the Project, Garage and City Hall. X
- E. City, with the participation of Owner and MCDA, has prepared and adopted pursuant to the Development Agreement a Master Plan ("Master Plan") which sets out design objectives and criteria regarding the general location, character, appearance

mcdafederal/operat5.use
1/5/94

1

1993 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

JAN 20 1994

HENNEPIN COUNTY MINN.

DEPUTY

and other design and physical characteristics of the Project, including the Urban Design Criteria (the "Urban Design Criteria"). The Urban Design Criteria are in form, manner and detail acceptable to Owner.

- F. Owner, City and MCDA desire to enter into this Agreement setting out their rights and obligations regarding the operation and use of the Plaza.

AGREEMENT:

In consideration of the foregoing and the terms and conditions of this Agreement, Owner, City and MCDA agree as follows:

1. Operation. Owner will at its cost operate and maintain the Plaza as a public plaza, open space and park area in accordance with all applicable Federal laws and regulations and with standards from time to time prevailing for first-class public plazas and open areas in downtown Minneapolis. Pursuant thereto Owner will
 - (a) provide cleaning services as reasonably required to keep and maintain the Plaza in a clean and wholesome condition, free of newspapers, bottles, cans, miscellaneous paper and other debris, including placement of an adequate number of refuse containers in the Plaza and emptying of such containers as required to encourage cleanliness by the users of the Plaza,
 - (b) provide landscaping services as reasonably required to keep the grass, trees, shrubs, and flowers and plants in good condition, including mowing of grass, trimming of trees and shrubs, removal of dead plants, trees and shrubs, and watering, fertilization and mulching as required,
 - (c) keep and maintain all sidewalks and walkways in good and safe condition, including prompt removal of snow and ice,
 - (d) provide lighting of the Plaza with such light standards and other lighting sources as will keep the sidewalks, walkways and other parts of the Plaza lit in such a manner as will discourage improper activities, including replacement of light bulbs as required,
 - (e) provide such security and safety measures as will optimize the security of persons utilizing the Plaza and discourage vandalism, including use of security cameras and security guards, all in cooperation with such general police security as the City may provide,

- (f) operate and maintain any water features in the Plaza, including water treatment, cleaning, and maintenance of all piping and plumbing,
- (g) install, maintain and preserve any works of art which are procured by Owner (or which may be procured by the City or MCDA, or any other person, and as approved and accepted by Owner) for use in the Plaza,
- (h) maintain, repair and replace as needed all mechanical, electrical and plumbing systems, facilities and equipment in or serving the Plaza,
- (i) make such other repairs and replacements as needed to keep and maintain the Plaza in first-class order and condition.

In carrying out its obligations hereunder, Owner will, in accordance with applicable Federal laws and regulations, negotiate and enter into contracts with such suppliers of goods and services and employ such professional and other assistance as may be necessary or desirable to perform its obligations hereunder, and to coordinate and observe the work performed pursuant to such contracts, and to review and settle accounts therefor.

2. Urban Design Criteria. Except as otherwise mutually agreed among the Owner, City and MCDA, the Plaza shall be operated, used, refurbished and renovated in accordance with the Urban Design Criteria as they may be amended or revised from time to time under the provisions of the Development Agreement.
3. Alterations. Owner shall not reconfigure, add to, reconstruct, redevelop, or change the use of the Plaza (each, an "Alteration") except in accordance with the Urban Design Criteria (or pursuant to a planning process substantially similar to that described in Article III of the Development Agreement, as they may be amended from time to time), and with the approval of the City and MCDA.

The cost of all Alterations shall be borne by the Owner, subject to such funds as may be provided by the City or MCDA or by public grants or private donations (but nothing herein shall obligate the Owner, City or MCDA to provide funds therefor).

The provisions of this paragraph 3 (and the term "Alteration") do not apply to ordinary and routine maintenance by Owner, nor to security measures carried out by the Owner in case of an emergency, nor to activities of the Owner carried out pursuant

to and in accordance with the Federal Art-in-Architecture program.

4. Notices. All notices and other communications given under this Agreement shall be in writing and shall be deemed duly served if delivered personally to an officer of the party being served or if deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed

if to Owner:

U. S. General Services Administration
230 South Dearborn Street
Room 3600
Chicago, IL 60604-1503
Attn: Assistant Regional Administrator,
Public Buildings Service

if to City:

City of Minneapolis
City Hall, Room 203
Minneapolis, MN 55415
Attn: City Coordinator

if to MCDA:

Minneapolis Community Development Agency
Crown Mill, Suite 600
105 Fifth Avenue South
Minneapolis, MN 55401-2538
Attn: Federal Courts Project Coordinator

or such other address or addresses as the party being addressed shall have designated in writing to the others. Notices which are mailed shall be deemed to have been given on the date received as evidenced by the customary registered or certified mail receipt.

5. Covenants Run with the Land. The rights and obligations of this Agreement are appurtenant to the Project, Garage and City Hall and shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Relationship. Nothing contained in this Agreement shall create any joint venture, partnership or agency relationship among the parties.

7. Waiver. No failure or delay by any party in enforcing any restriction, condition or obligation of this Agreement shall constitute a waiver or abrogation thereof.
8. Entirety. This Agreement contains all representations and the entire agreement between the parties with respect to the subject matter hereof. The parties acknowledge that they have not relied upon any statement, representations, agreements or warranties except as are expressed in this Agreement.
9. Law. This Agreement shall be governed by and construed under the laws of The United States of America, except that Minnesota law related to real property shall apply to the extent contemplated by (or in the absence of applicable) Federal law.
10. Severability. If any term of this Agreement or application of it to any person or is invalid or unenforceable, the remainder of this Agreement or the application of it to other persons or circumstances shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.
11. Duration. This Agreement and all rights and obligations created hereunder shall be perpetual for so long as either the Project or the City Hall and any replacements thereof shall remain standing.

IN WITNESS OF THIS AGREEMENT, the parties have properly executed it as of the date set out at its head.

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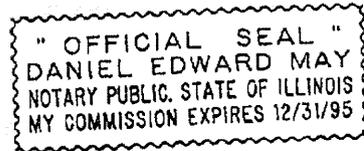
THE UNITED STATES OF AMERICA,
acting by and through the General
Services Administration

By *[Signature]*
Its Acting Regional Administrator

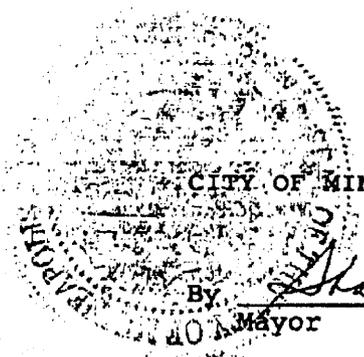
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 18th
day of January, 1994, by Kenneth J. Kalscheur,
as Acting Regional Administrator of the General Services Administration,
acting on behalf of The United States of America.

[Signature]
Notary Public



[GSA signature page to Courthouse Plaza Operating and Use Agreement
between and among the United States of America, acting by and
through the General Services Administration, the Minneapolis
Community Development Agency, and the City of Minneapolis.]



CITY OF MINNEAPOLIS

By Sharon Saylor Belt
Mayor

Approved as to form:

[Signature]
Assistant City Attorney

Countersigned

By John Moir
Finance Officer

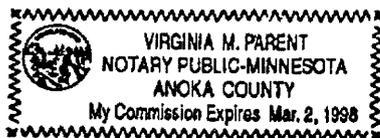
Attested

By Merry Keefe
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of Jan, 1994, by Sharon Saylor Belt, John Moir, Merry Keefe, as mayor, finance officer, city clerk of the City of Minneapolis, a Minnesota municipal corporation.

Virginia M Parent
Notary Public



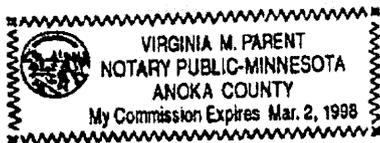
[City of Minneapolis signature page to Courthouse Plaza Operating and Use Agreement between and among The United States of America, acting by and through the General Services Administration, the Minneapolis Community Development Agency, and the City of Minneapolis.]

MINNEAPOLIS COMMUNITY DEVELOPMENT
AGENCY

By Paul J. Huber
Its Deputy Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th
day of Jan, 1994, by Paul F. Fuchs
as Deputy Executive Director of the Minneapolis Community
Development Agency, a Minnesota body corporate and politic.



Virginia M Parent
Notary Public

[MCDA signature page to Courthouse Plaza Operating and Use Agreement between and among The United States of America, acting by and through the General Services Administration, the Minneapolis Community Development Agency, and the City of Minneapolis.]

This instrument was drafted by:

McGRANN SHEA FRANZEN CARNIVAL
STRAUGHN & LAMB, CHARTERED
2200 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402-2041
(612) 338-2525

EXHIBIT A

TO COURTHOUSE PLAZA OPERATING AND USE AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA,
acting by and through the General Services Administration
and
CITY OF MINNEAPOLIS
and
MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

LEGAL DESCRIPTION OF THE PROJECT

PARCEL 1:

NT
Lots 1, 2 and 3, Block 66, Town of Minneapolis, and the Southwest-
erly one-half of vacated alley adjoining said Lots 1, 2 and 3.

PARCEL 2:

655617
Lots 1 to 7 inclusive, Rearrangement of Part Block 66, Minneapolis,
Files of Registrar of Titles, County of Hennepin, State of
Minnesota.

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

PARCEL 3:

NEED
DIRECTIONAL
The Southwesterly 1/2 of the vacated alley dedicated in Block 66,
Town of Minneapolis, according to the recorded plat thereof, and
situate in Hennepin County, Minnesota, which lies between the
Northeasterly extension of the Southeasterly line of Lot 8,
Rearrangement of Part of Block 66, and the Northwesterly line of
4th Avenue South, and together with that portion of vacated alley
accruing to said Lots 1 to 7 as dedicated in the Plat of Rearrange-
ment of Part of Block 66, Town of Minneapolis.

PARCEL 4:

793527
NEED
DIRECTIONAL
The Northwesterly 41 feet of Lot 7 and the Southeasterly 37 feet of
Lot 8, Block 66, Town of Minneapolis, Files of Registrar of Titles,
County of Hennepin, State of Minnesota. Together with that portion
of vacated alley accruing to the Southeasterly 37 feet of Lot 8 by
reason of the vacation thereof, and together with that portion of
vacated alley which lies between the Southwesterly extension of the
Northwesterly line of Lot 7 and the Southeasterly line of the
Northwesterly 41 feet of Lot 7.

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

PARCEL 5:

NT
The Northwesternly 29 feet front and rear of Lot 8, next to and adjoining Lot 9, and all of Lots 9 and 10 in Block 66, Town of Minneapolis, together with that part of vacated alley accruing thereto by reason of the vacation thereof.

PARCEL 6:

473324
NEED
DIRECTIVE
Lots 8 and 9, Rearrangement of Part of Block 66, Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota, together with that portion of vacated E-W and N-S alleys accruing thereto by reason of the vacation thereof.

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

PARCEL 7:

NT
That part of Lot 8, Block 66, Town of Minneapolis, according to the plat thereof, Hennepin County, Minnesota, which lies Southeasterly of the Southeasterly line of the Northwesternly 29.00 feet of Lot 8 and lies Northwesternly of the Northwesternly line of the Southeast-erly 37.00 feet of Lot 8, together with that part of the Northeast-erly 1/2 of the vacated alley accruing thereto by reason of the vacation thereof.

EXHIBIT B

**TO COURTHOUSE PLAZA OPERATING AND USE AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA,
acting by and through the General Services Administration
and
CITY OF MINNEAPOLIS
and
MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY**

LEGAL DESCRIPTION OF CITY HALL

**Block 77, Town of Minneapolis,
Hennepin County, Minnesota**

NT

EXHIBIT C

TO COURTHOUSE PLAZA OPERATING AND USE AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA,
acting by and through the General Services Administration
and
CITY OF MINNEAPOLIS
and
MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

DESCRIPTION OF PLAZA

[The Plaza to be described is the public plaza, open space or park to be developed by GSA within and upon the Plaza Area as part of the Project. The Plaza shall extend over and occupy the entire Plaza Area. The dimensions, character, appearance and other design and physical characteristics of the Plaza will be determined by the Design/Build Contractor but will be within the parameters of the Urban Design Criteria.]

[The Description of Plaza herein set forth is subject to appropriate adjustment in accordance with the actual construction of the Project as provided by the Development Agreement, the adjustments to be determined by an "as built" survey prepared by a registered land surveyor, the expense of which shall be shared equally by the parties.]

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

JAN 20 1994

HP
BY *R. Dean Lindberg*
REGISTRAR OF TITLES
DEPUTY

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FILE (11)

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EASEMENT AGREEMENT

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

DEC 8 1995

9 AM

BY Blair C. Carlson
REGISTRAR
OF TITLES
DEPUTY

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REGISTRATION UNIT
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THIS EASEMENT AGREEMENT (the "Agreement") is made as of the 7 day of July, 1995 by and between the Flour Exchange Building Corp., a Minnesota corporation ("Flour"), and the General Services Administration ("GSA"), on behalf of the United States of America.

RECITALS

WHEREAS, Flour is the Owner of that certain parcel of real property (the "Flour Exchange Parcel") that is legally described on Exhibit "A" attached hereto;

WHEREAS, GSA is the Owner of that certain parcel of real property (the "Courthouse Parcel") that is legally described on Exhibit "B" attached hereto;

WHEREAS, GSA desires to obtain, and Flour desires to grant, certain easements and rights that are appurtenant to the Courthouse Parcel and that shall be utilized by the Owner of the Courthouse Parcel in the construction, maintenance, repair, operation, demolition and reconstruction of the Courthouse Improvements; and

WHEREAS, Flour desires to obtain, and GSA desires to grant, in accordance with Title 40 U.S. Code Sections 319 and 319a, certain revocable easements and rights that are appurtenant to the Flour Exchange Parcel and that shall be utilized by the Owner of the Flour Exchange Parcel in the construction, maintenance, repair, operation, demolition and reconstruction of all or certain parts of the Flour Exchange Improvements.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In addition to the words and phrases defined in the foregoing recitals, which are hereby incorporated, the following words and phrases shall have the following meanings:

(a) "Common Driveway" shall refer to the vacated alley that formerly existed between the southern boundary of the Flour Exchange Parcel and the Courthouse Parcel and that is legally described on Exhibit "C" attached hereto.

(b) "Courthouse Improvements" shall refer to the following improvements presently being constructed upon the Courthouse Parcel and all alterations thereof and

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GRANTS EASEMENTS
OVER LAND IN BOTH
CFs FOR BENEFIT
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DEC FILE
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replacements thereto: A fifteen-story courthouse facility consisting of approximately 485,000 square feet, and including a landscaped pedestrian plaza and an underground parking facility containing approximately 525 parking spaces plus room for auxiliary parking.

(c) "Flour Exchange Improvements" shall refer to the following improvements presently located upon the Flour Exchange Parcel and all alterations thereof and replacements thereto: A composite of three commercial buildings, including a twelve-story masonry structure that is commonly known as the Flour Exchange Building, and adjoining six-story annex and an adjoining one-story annex.

(d) "Parcel" shall mean the Courthouse Parcel and/or Flour Exchange Parcel, as the context may require, each of which being a separate Parcel.

(e) "Total Site" shall collectively refer to the Courthouse Parcel and the Flour Exchange Parcel.

(f) "Supports" shall mean structural and foundation support elements including, without limitation, any and all foundations, footings, pilings, columns, beams, girders, and slabs, built as part of the Courthouse Improvements.

(g) "Mortgagee" means any entity that holds a mortgage or other lien against a Parcel or any portion thereof.

(h) "Owner" means the record owner, whether one or more persons or entities, of a fee simple interest in a Parcel, but excluding in all cases any party holding such an interest as security for the performance of an obligation. If a Parcel is sold under a recorded executory contract for deed or installment sales contract, and the contract specifically so provides, then the purchaser (rather than the owner of legal title) will be considered the Owner.

(i) "Occupant" means an Owner's employees, invitees, licensees, agents, contractors, subcontractors, suppliers, tenants, subtenants, concessionaires and other persons authorized by an Owner to enter upon or occupy any part of the Owner's Parcel.

(j) "Skyway" means an enclosed pedestrian walkway approximately one story above the street level of the size, design, and type typically found throughout downtown Minneapolis, Minnesota.

(k) "Tunnel" shall be defined in a manner set forth in Section 3(c).

2. Easements and Covenants Burdening Flour Exchange Parcel. The Flour Exchange Parcel shall be subject to the following easements and covenants for the benefit of the Courthouse Parcel:

(a) Roof Protection. A non-exclusive easement shall exist over and upon the roofs and adjoining portions of the Flour Exchange Improvements to permit the Owner of the Courthouse Parcel, at its sole cost, to install, maintain, repair and replace barriers to protect the roof of the Flour Exchange Improvements, and any equipment situated thereon, from damage or destruction during any period in which construction, repair or demolition activities are occurring with respect to the Courthouse Improvements.

(b) Retention System. A non-exclusive easement shall exist under the foundation along the southerly side of the Flour Exchange Improvements to permit the Owner of the Courthouse Parcel, at its sole cost, to install, maintain, repair and replace a tie back retention system to provide support to the Flour Exchange Improvements during the course of construction of the Courthouse Improvements. It is acknowledged that that portion of said tie back retention system that is installed upon the Flour Exchange Parcel in connection with the initial construction of the Courthouse Improvements shall not be removed subsequent to the completion of said construction.

(c) Common Driveway Construction. An exclusive easement shall exist upon that portion of the Common Driveway that is situated upon the Flour Exchange Parcel to permit the Owner of the Courthouse Parcel to conduct such construction activities and install such temporary improvements as are deemed by said Owner of the Courthouse Parcel to be reasonably necessary to the construction, repair and replacement of the Courthouse Improvements including, without limitation, the following: (i) the installation of temporary barriers to protect pedestrians from falling debris or to prevent others from using the Common Driveway while it is being used by the Owner of the Courthouse Parcel; (ii) the installation, maintenance and removal of a construction fence; and (iii) access for the installation, maintenance, repair and replacement of the foundation of the Courthouse Improvements, which foundation shall be situated solely upon the Courthouse Parcel. It is anticipated that such use of the Common Driveway may include the removal by the Owner of the Courthouse Parcel of all or any portions of the concrete surface presently situated upon the Common Driveway. Upon the substantial completion of the construction or repair that is the subject of any such use of the Common Driveway by the Owner of the Courthouse Parcel in accordance with the provisions of this Paragraph 2(c), the Owner of the Courthouse Parcel shall, at its sole cost, restore the surface conditions of the Common Driveway to substantially the conditions that existed prior to the occurrence of such use.

(d) Common Driveway Easement. Subject to the foregoing provisions of Section 2(c), a non-exclusive easement shall exist upon that portion of the Common Driveway that is situated upon the Flour Exchange Parcel to permit vehicular and pedestrian access to and from, and to conduct activities relating to the repair, maintenance and operation of, the Courthouse Improvements; provided, the Owner of the Flour Exchange Parcel shall have the right to construct or install structural supports for the Skyway that may be constructed pursuant to Section 3(c).

(e) Air Space. A non-exclusive easement shall exist upon that portion of the air space located upon the Flour Exchange Parcel, including, without limitation, that portion of such air space that is situated above the Flour Exchange Improvements, to the extent reasonably necessary to permit the Owner of the Courthouse Parcel to operate a construction crane or other equipment therein during periods in which the Courthouse Improvements are being constructed, maintained, repaired or replaced, including, without limitation, during periods in which routine window washing services are being performed.

(f) Flashing/Expansion Joints. A non-exclusive easement shall exist in and around the area between and upon the east face of the Courthouse Improvements and the adjacent face of the Flour Exchange Improvements for the purpose of permitting the Owner of the Courthouse Parcel to install, maintain, repair and replace flashing/expansion joint material in a manner deemed appropriate by the Owner of the Courthouse Parcel in its sole discretion, which flashing/expansion joint material shall be affixed to both said west face of the Flour Exchange Improvements and the immediately adjacent face of the Courthouse Improvements.

(g) Closure of Windows. A non-exclusive easement shall exist in and around the Flour Exchange Improvements to the extent reasonably necessary to permit the Owner of the Courthouse Parcel to permanently close all windows on the six-story, most westerly face of the Flour Exchange Improvements. Such windows may be permanently closed by the Owner of the Courthouse Parcel, at its sole cost and with its own labor and materials, through the installation of concrete masonry units, with the interior surface thereof finished with plaster or with gypsum board that has been taped and sanded, and otherwise in a manner which shall as closely as is practicable match existing wall conditions in the Flour Exchange Building.

(h) Drainage. A non-exclusive easement shall exist on the Flour Exchange Parcel, and on the roof and exterior of all Flour Exchange Improvements, to permit incidental run-off of rain and snow from the "plan" east vertical face of the Courthouse Improvements. Without limiting the generality of the foregoing, it is acknowledged by the Owner of the Flour Exchange Improvements that the existence of the Courthouse Improvements may contribute to an increase in wind and water loads and in the drifting of

snow, and consequent increased snow loads, upon the roofs of portions of the Flour Exchange Improvements. The Owner of the Flour Exchange Parcel hereby waives any claims against the Owner of the Courthouse Parcel and its contractors, subcontractors and agents, relating to said increase in drainage, wind, water, and snow loads, and the Owner of the Courthouse Parcel and its contractors, subcontractors and agents shall not be liable to the Owner of the Flour Exchange Parcel in connection with, any damage to any roof structure, roof membrane, or other portion of the Flour Exchange Improvements caused by any such drainage, snow loads, water loads or wind loads. The contractors, subcontractors and agents contemplated in this Section 2(h) are intended third-party beneficiaries of the waiver provisions of this Section 2(h).

(i) Additional Easements. It is the intent of this Agreement that the Owner of the Flour Exchange Parcel has granted the Owner of the Courthouse Parcel all easements reasonably necessary to construct the Courthouse Improvements. If, however, additional temporary construction easements are reasonably necessary to construct the Courthouse Improvements which have not been specifically described in this Agreement, the parties agree that this Agreement shall be interpreted as if the omitted easements have been included herein. Notwithstanding the foregoing provisions of this Section 2(i), except in an emergency that constitutes an imminent threat of substantial property damage, and except to the extent of easements that are reasonably necessary for the efficient completion of the initial construction of the Courthouse Improvements utilizing prudent engineering and construction practices and that do not materially adversely affect the beneficial use of the Flour Exchange Improvements, it shall be a condition precedent to the right to use any of the additional easements contemplated in this Section 2(i) that the Owner of the Courthouse Parcel deliver written notice of its intent to use any such easement (the "Additional Easement Notice") to the Owner of the Flour Exchange Improvements at least twenty (20) business days prior to the date that such use is commenced, which Additional Easement Notice shall designate the specific nature of the proposed easement and use thereof and the schedule for such use.

3. Easements and Covenants Burdening Courthouse Parcel. In accordance with Title 40 U.S. Code Sections 319 and 319a, the Courthouse Parcel shall be subject to the following revocable easements and covenants for the benefit of the Flour Exchange Parcel:

(a) Common Driveway Easement. Subject to the foregoing provisions of Section 2(c), a non-exclusive easement shall exist upon that portion of the Common Driveway that is situated upon the Courthouse Parcel to permit vehicular and pedestrian access to and from, and to conduct activities relating to the repair, maintenance, construction, and operation of, the Flour Exchange Improvements; provided, that the Owner

of the Flour Exchange Parcel shall not construct or install any fixtures or other improvements (as distinguished from the temporary placement of tables, chairs, and similar trade fixtures) within the Common Driveway, other than the Skyway and Tunnel that may be constructed pursuant to Section 3(c) herein. It is acknowledged that the easement contemplated by this Section 3(a) includes the right to permit commercial tenants or other occupants of the Flour Exchange Improvements temporary, non-exclusive use of the Common Driveway for commercial purposes including, without limitation, the temporary placement of tables and chairs therein by any such tenant or occupant that is operating a restaurant in an adjacent portion of the Flour Exchange Improvements; provided, in the event of any such commercial use of the Common Driveway the Owner of the Flour Exchange Parcel shall, at its sole cost, at all times keep and maintain the Common Driveway in a clean and sanitary condition.

(b) Air Space. A non-exclusive easement shall exist upon that portion of the air space located upon the Courthouse Parcel, including, without limitation, that portion of air space that is situated above the Courthouse Improvements to the extent reasonably necessary to permit the Owner of the Flour Exchange Parcel to operate a construction crane or other equipment therein during periods in which the Flour Exchange Improvements are being constructed, maintained, repaired or replaced, including, without limitation, during periods in which routine window washing services are being performed.

(c) Skyway and Tunnel. A non-exclusive easement shall exist permitting the Owner of the Flour Exchange Parcel to construct, maintain, repair and replace one (1) Skyway that adjoins with the skyway or general pedestrian walkway that is presently designed to be located in the southeast corner of the Courthouse Improvements in a manner that is as direct as is reasonably practicable, which Skyway shall permit pedestrian access between the Courthouse Improvements and the Flour Exchange Improvements; provided, the area of this easement for the construction, maintenance, repair and replacement of the Skyway shall be limited to the air rights on the Courthouse Parcel in which the Skyway is to be situated and that portion of the structure of the second story of the Courthouse Improvements to which the Skyway is to be physically attached, and in no event shall said easement be construed to permit the Owner of the Flour Exchange Parcel to install or construct any structural supports for said Skyway on any other portion of the Courthouse Parcel. Subject to the condition precedent that a "Vertical Transportation Node" is constructed by the Owner of the Courthouse Parcel in an area adjacent to the southeast corner of the Common Driveway as part of the initial construction of the Courthouse Improvements, a non-exclusive easement shall exist permitting the Owner of the Flour Exchange Parcel to construct, maintain, repair and replace one (1) below grade enclosed pedestrian walkway (the "Tunnel") in the vicinity of the southeast corner of the Common

Driveway that is immediately adjacent to the location of any such Vertical Transportation Node permitting pedestrian access between the Courthouse Improvements and the Flour Exchange Improvements; provided, the area of this easement for the construction, maintenance, repair, and replacement of the Tunnel shall be limited to that portion of the Courthouse Parcel that is situated below the grade of the Common Driveway and that portion of the foundation of the Courthouse Improvements to which the Tunnel is physically attached, and in no event shall said easement be construed to permit the Owner of the Flour Exchange Parcel to install or construct any tunnel or below grade connection on any other portion of the Courthouse Parcel. The specific location(s) and size(s) of such connection(s) shall be subject to the approval of both Owners, which approval shall not be unreasonably withheld or delayed. The Owner of the Flour Exchange Parcel shall be solely responsible for all costs of designing, constructing, operating, maintaining, repairing and replacing any such pedestrian connection(s) and shall bear all risk of loss in connection therewith. It shall be a condition precedent to the construction or replacement of any such pedestrian connection(s) that plans and specifications for all aspects of the construction thereof have been approved, in advance, by the Owner of Courthouse Parcel, which plans and specifications shall include the proposed construction schedule(s). The Owner of the Courthouse Parcel shall promptly review all plans, drawings, specifications, and the construction schedule submitted to it by the Owner of the Flour Exchange Parcel. The Owner of the Courthouse Parcel shall deliver a written response to the Owner of the Flour Exchange Parcel within thirty (30) business days concerning such plans, drawings, specifications, and schedule. Approval thereof shall not be unreasonably delayed or denied. It shall also be a condition precedent to the construction, renovation, or replacement of any of such connections that the Owner of the Flour Exchange Parcel shall obtain, at its sole cost, all permits, licenses, approvals, and reviews for the construction of the Skyway and Tunnel that may be required under applicable laws and ordinances including, but not limited to, those enforced, administered or reviewed by the Minneapolis City Council, the Minneapolis Heritage Preservation Commission, the State Historic Preservation Office. The easements relating to the Skyway and Tunnel that are set forth herein shall not be construed as any representation or other assurance by the Owner of the Courthouse Parcel that any such approvals, licenses or permits have been granted or will be forthcoming. All construction activities relating to any such Skyway or Tunnel shall be performed by the Owner of the Flour Exchange Parcel with due diligence, in accordance with all applicable laws and ordinances, and in accordance with the construction schedule proposed by the Owner of the Flour Exchange Parcel and approved by the Owner of the Courthouse Parcel in conjunction with the submittal and approval of said plans and specifications. Notwithstanding the foregoing, during the course of the construction or repair of any such pedestrian access and during all periods thereafter, the Owner of the Courthouse Parcel shall be able to restrict or prohibit the use thereof during non-business hours and otherwise in the same manner, and to the same extent, that access by the general public to the Courthouse Improvements is restricted in other pedestrian entrances to the Courthouse Improvements.

In the event of any casualty damage to said connection(s), the Owner of the Courthouse Parcel shall have the right to close such access until plans and specifications for the repair or replacement thereof have been submitted and approved in accordance with the foregoing provisions of this Section 3(c).

(d) Additional Easements. It is the intent of this Agreement that the Owner of the Courthouse Parcel has granted the Owner of the Flour Exchange Parcel all easements reasonably necessary to construct the Flour Exchange Improvements. If, however, additional temporary construction easements are reasonably necessary to construct the Flour Exchange Improvements which have not been specifically described in this Agreement, the parties agree that this Agreement shall be interpreted as if the omitted easements have been included herein. Notwithstanding the foregoing provisions of this Section 3(d), except in an emergency that constitutes an imminent threat of substantial property damage, and except to the extent of easements that are reasonably necessary for the efficient completion of the construction of the Skyway or Tunnel Connection utilizing prudent engineering and construction practices and that do not materially adversely affect the beneficial use of the Courthouse Improvements, it shall be a condition precedent to the right to use any of the additional easements contemplated in this Section 3(d) that the Owner of the Flour Exchange Parcel deliver written notice of its intent to use any such easement (the "Additional Easement Notice") to the Owner of the Courthouse Improvements at least twenty (20) business days prior to the date that such use is commenced, which Additional Easement Notice shall designate the specific nature of the proposed easement and use thereof and the schedule for such use.

(e) Cooperative Use of Easements. It is acknowledged that the Owner of the Courthouse Parcel is presently engaged in the initial construction of the Courthouse Improvements (the "Initial Construction"). In the event that the Owner of the Flour Exchange Parcel desires to exercise any of the easements granted by this Agreement prior to the substantial completion of the initial construction of the Courthouse Improvements, the Owner of the Flour Exchange Parcel shall deliver written notice to that effect to the Owner of the Courthouse Parcel (the "Easement Use Notice"), which Easement Use Notice shall identify the easement(s) that the Owner of the Flour Exchange Parcel desires to use and shall designate the specific nature and schedule of such use. Notwithstanding any contrary provision herein, the Owner of the Flour Exchange Parcel shall not have the right to exercise any of the easements contemplated by this Agreement prior to the date of the substantial completion of the initial construction of the Courthouse Improvements without the prior written consent of the Owner of the Courthouse Parcel, which consent shall not unreasonably withheld or delayed so long as the use of such easement or easements that is designated by the Owner of the Flour Exchange Parcel in such Easement Use Notice is not reasonably likely to constitute a material risk of delay to, or increased cost of, the Initial Construction.

4. Indemnification, Hold Harmless, and Insurance. The Owner of the Flour Exchange Parcel shall indemnify and hold harmless the Owner of the Courthouse Parcel from and against any and all claims, demands, liabilities, costs, and causes of action, including reasonable attorneys' fees, arising in connection with any personal injury or property damage or death occurring in said Skyway or in said Tunnel, regardless of whether such injury, damage or death occurs upon the Courthouse Parcel or the Flour Exchange Parcel. The Owner of the Flour Exchange Parcel shall, at its sole cost, purchase and, during all periods in which this Agreement is in force, maintain a policy of comprehensive general liability insurance in the minimum amount of \$2,000,000.00 (combined single limit) naming the Owner of the Courthouse Parcel as an additional insured and insuring against the risks of the damages, injuries, or deaths occurring in the Skyway and Tunnel that are included within the scope of the indemnity set forth in the immediately preceding sentence. Said policy shall provide that the Owner of the Courthouse Parcel shall receive at least thirty (30) days written notice prior to any termination or expiration of such policy. The owner of the Courthouse Parcel retains the right to request the Owner of the Flour Exchange Parcel to increase the minimum amount of comprehensive general liability insurance based upon its quadrennial review of the Consumer Price Index (CPI). Said increase in the above minimum insurance will be predicated upon an increase in the CPI. Such policy shall be written on an "occurrence," as distinguished from a "claims made" basis, and shall be primary and not participating with any other policy of liability insurance which may provide coverage to the Owner of the Courthouse Parcel in such circumstances. Notwithstanding the foregoing, in no event shall the Owner of the Flour Exchange Parcel be obligated to indemnify the Owner of the Courthouse Parcel in connection with any such injury, death or damage that may be caused by the tortious conduct of persons other than the Owner of the Flour Exchange Parcel to the extent that the costs and liabilities associated therewith are not, or would not have been, covered by the policy of liability insurance required to be maintained pursuant to this Paragraph 4.

5. Waiver of Claims. Notwithstanding any contrary provision herein, each Owner hereby releases the other, and their respective contractors, subcontractors and agents, from any and all liability or responsibility to the other, or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other perils which are insured in policies of insurance which may cover such property, even if such loss or damage shall have been caused by the fault or negligence of the other Owner or such Owner's contractor, subcontractor or agent, or anyone for whom such party may be responsible; provided, such waiver shall apply only to the extent that compensation for such loss or damage is payable pursuant to the terms of any such policy or policies. The contractors, subcontractors and agents contemplated in this Paragraph 5 are intended third-party beneficiaries of the waiver provisions of this Paragraph 5

6. Term. The term of this Agreement shall be perpetual, and this Agreement shall be binding upon the parties hereto and their respective successors and assigns to the extent set forth in Paragraph 9(k).

7. Force Majeure. If the performance of any action by any Owner is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such Owner, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause.

8. No Dedication. This Agreement is intended to benefit the Owners and their respective successors, assigns and mortgagees to the extent provided herein and is, except as expressly provided herein, not intended to give any person who is not an Owner any rights as a third party beneficiary hereunder.

9. Miscellaneous. It is further agreed as follows:

(a) Notices. Any notice, communication or demand to be given under this Agreement shall be deemed to have been given:

(1) In the case of notice by letter, when received; and

(2) In the case of notice by telefax, when receipt of transmission has been acknowledged by the answerback of the telefax machine of the receiving party, addressed in each case, as follows:

a. Mary E. Walsh, Project Manager
General Services Administration, Region 5
230 South Dearborn Street, Room 3516
Chicago, Illinois 60604
Telephone: (312) 353-3704
Telefax: (312) 353-9186

b. Deil O. Gustafson, President
Flour Exchange Building Corp.
The Flour Exchange Building
310 Fourth Avenue South, Suite 1210
Minneapolis, Minnesota 55415
Telephone: (612) 339-3535
Telefax: (612) 339-6550

(b) Amendments. This Agreement shall be amended only in a written instrument executed by all the Owners; provided, however, that no such amendment shall be binding upon any Mortgagee unless it has been consented to by such Mortgagee in writing.

(c) Estoppel Certificates. Each Owner shall, at any time and from time to time within fifteen (15) days after written request from the other Owner or a Mortgagee, execute and deliver to such requesting Owner or Mortgagee an acknowledged estoppel certificate, in a form reasonably satisfactory to such requesting Owner and/or Mortgagee certifying and stating as follows: (i) this Agreement has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Agreement (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Owner has no offsets or defenses to its performance of the terms and provisions of this Agreement (or if there are any such defenses or offsets, specifying the same); and (iv) any other accurate statements reasonably required by such requesting Owner and/or Mortgagee.

(d) Attorneys' Fees. If any Owner institutes any action or proceeding against another Owner relating to the provisions of this Agreement or any default hereunder, the prevailing party may request an award in the amount of its reasonable expenses, attorneys' fees and disbursements.

(e) Waiver of Default. No waiver of any default by any Owner will be implied from the failure of any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provisions of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative. No right or remedy permitted hereunder will be exclusive of any other and the exercise by any Owner of any right or remedy permitted hereunder will not impair such Owner's standing to exercise any other right or remedy permitted hereunder.

(f) No Partnership. Nothing contained in this Agreement and no action by the Owners will be deemed or construed by the Owners or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among any of the Owners.

(g) Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(h) Governing Law. This Agreement shall be construed in accordance with applicable Federal law and its interpretation of the law of the situs.

(i) Alternate Dispute Resolution. Any controversy or claim arising out of or related to this Easement Agreement, or any breach thereof, shall be submitted for resolution in accordance with the Administrative Dispute Resolution Act of 1990, Title 5 U.S. Code Sections 581 et seq. Nothing herein precludes the parties from mutually agreeing to other means of dispute resolution.

(j) Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

(k) Time. Subject to Paragraph 7 hereof, time is of the essence of this Agreement.

(l) Legal Effect. Except to the extent of the rights of the intended third-party beneficiaries that are designated herein, each of the easements and rights created by this Agreement are appurtenant to each Parcel and may not be transferred, assigned or encumbered except as an appurtenance to such properties, and each covenant contained in this Agreement: (i) constitutes a covenant running with the land; (ii) binds every Owner now having or hereafter acquiring an interest in any portion of the Total Site; and (iii) will inure to the benefit of each Owner and each Owner's successors, assigns and Mortgagees. Each Owner agrees that a conveyance of all or any portion of the fee title to the Total Site, the grantee, by accepting such conveyance, will thereby become a new party to, and be bound by, this Agreement. On such conveyance by a grantee and the giving of notice thereof, the conveying Owner will thereafter be released from any obligation under this Agreement arising thereafter with respect to the portion of the Total Site so conveyed. Each Owner agrees, on the written request of the conveying Owner, to execute and deliver any appropriate documents or assurances to evidence such release.

(m) Entire Agreement. This Agreement contains the entire agreement of the parties on the matters covered. Any agreement, statement or promise made by the parties, or by any employee, officer or agent of any party, as to the matters covered in this Agreement, as of the date

GENERAL SERVICES ADMINISTRATION

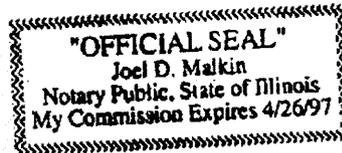
By: William C. Burke
William C. Burke

Its: _____
Regional Administrator, Great Lakes Region

STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3rd day of July, 1995, by William C. Burke, the Regional Administrator, Great Lakes Region of the General Services Administration, on behalf of the United States of America.

Joel D. Malkin
Notary Public



Reviewed as to legal sufficiency: Harry Gerdy

~~1994~~ - AND PRIOR TAXES PAID
TAXPAYER SERVICES
TRANSFER ENTERED

JUL 18 1995

HENNEPIN COUNTY MINN.
Andrew DEPUTY

EXHIBIT "A"

Legal Description of Flour Exchange Parcel

Lots 6 and Lot 7 except the Northwesterly 41 feet thereof, Block 66,
Town of Minneapolis, Hennepin County, Minnesota, according to
the recorded plat thereof on file and of record in the Office of the
Registrar of Titles in and for Hennepin County Minnesota.

LS 768760
JPS

ALL OF
OF 203671

EXHIBIT "B"

Legal Description of Courthouse Parcel

PARCEL 1:

Lots 1, 2 and 3, Block 66, Town of Minneapolis and the Southwesterly one-half of vacated alley adjoining said Lots 1, 2 and 3.

Abstract Property

PARCEL 2:

Lots 1 to 7 inclusive, Rearrangement of Part Block 66, Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota.

Registered Property

PARCEL 3:

The Southwesterly 1/2 of the vacated alley dedicated in Block 66, Town of Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota, which lies between the Northeasterly extension of the Southeasterly line of Lot 8, Rearrangement of Part of Block 66, and the Northwesterly line of 4th Avenue South, and together with that portion of vacated alley accruing to said Lots 1 to 7 as dedicated in the Plat of Rearrangement of Part of Block 66, Town of Minneapolis.

Abstract Property

PARCEL 4:

The Northwesterly 41 feet of Lot 7 and the Southeasterly 37 feet of Lot 8, Block 66, Town of Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota. Together with that portion of vacated alley accruing to the Southeasterly 37 feet of Lot 8 by reason of the vacation thereof, and together with that portion of vacated alley which lies between the Southwesterly extension of the Northwesterly line of Lot 7 and the Southeasterly line of the Northwesterly 41 feet of Lot 7.

Registered Property

PT
203671

PT
203671

NEED
DELETED

PARCEL 5:

The Northwesternly 29 feet front and rear of Lot 8, next to and adjoining Lot 9, and all of Lots 9 and 10 in Block 66, Town of Minneapolis, together with that part of vacated alley accruing thereto by reason of the vacation thereof.

Abstract Property

PARCEL 6:

RA
203671
NEED
DIRECTIVE
Lots 8 and 9, Rearrangement of Part of Block 66, Minneapolis, Files of Registrar of Titles, County of Hennepin, State of Minnesota, together with that portion of vacated E-W and N-S alleys accruing thereto by reason of vacation thereof.

Registered Property

PARCEL 7:

That part of Lot 8, Block 66, Town of Minneapolis, according to the plat thereof, Hennepin County, Minnesota, which lies Southeasterly of the Southeasterly line of the Northwesternly 29.00 feet of Lot 8 and lies Northwesternly of the Northwesternly line of the Southeasterly 37.00 feet of Lot 8, together with that part of the Northeasterly 1/2 of the vacated alley accruing thereto by reason of the vacation thereof.

Abstract Property

EXHIBIT "C"

Legal Description of Common Driveway

Easement No. 1

NEED
DIRECTIVE

That part of the southwesterly half of the alley, as vacated by Document No. 6265125, in Block 66, Town of Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota lying southeasterly of the southwesterly prolongation of the southeasterly line of the Northwesterly 41.00 feet of Lot 7, said Block 66.

This easement is for the benefit of Lot 6 and that part of Lot 7 lying southeasterly of the northwesterly 41.00 feet of Lot 7, said Block 66 and the vacated alley adjoining thereto.

Easement No. 2

NEED
DIRECTIVE

That part of the southwesterly 8.7 feet of the northeasterly half of the alley, as vacated by Document No. 6265125, in Block 66, Town of Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota lying southeasterly of the southwesterly prolongation of the southeasterly line of the northwesterly 41.00 feet of Lot 7, said Block 66.

This easement is for the benefit of said Block 66 except Lot 6 and that part of Lot 7, said Block 66 lying southeasterly of the northwesterly 41.00 feet of said Lot 7 and the vacated alley adjoining thereto.

As depicted on the attached sketch.

EXHIBIT "D"

CONSENT
OF
EARLE BROWN FARM DEVELOPMENT CORP.

THIS CONSENT is attached to that certain Easement Agreement between the Flour Exchange Building Corp. and General Services Administration that is dated as of _____, 1995 (the "Agreement").

THE UNDERSIGNED acknowledges that it is the holder of the following two mortgages (collectively, the "Mortgages"), each of which constitutes a lien against the real property defined in the foregoing Agreement as the Flour Exchange Parcel: (i) that certain mortgage executed by Flour Exchange Building, Inc., a Minnesota corporation, in favor of the Manhattan Savings Bank, dated March 28, 1977, filed March 29, 1977 as Document No. 1213755, which mortgage was modified by a certain Modification of Mortgage dated June 30, 1977, filed March 5, 1979 as Document No. 1319808, and which mortgage was further modified by a certain Modification and Consolidation Agreement (the "Consolidation Agreement") dated December 30, 1982, filed January 3, 1983, as Document No. 1495524; and (ii) that certain mortgage executed by Summit Mortgage Corporation, a Minnesota corporation, in favor of the undersigned, dated December 30, 1982, filed January 3, 1983, as Document No. 1495523, which mortgage was modified by said Consolidation Agreement. On or about October 7, 1991, said Mortgages were purchased by Earle Brown Development Corp. The undersigned hereby consents to and subordinates its rights in the Mortgages to the covenants, conditions, easements and restrictions in the Agreement and agrees to be bound by the terms thereof to the end that such easements, covenants, restrictions and conditions are binding upon the undersigned's interest in the Mortgage and all present and future holders of the undersigned's interest in the Mortgages. For purposes of giving full force and effect to this Consent, the undersigned agrees to execute and deliver, in recordable form, such confirming documentation as any party to the Agreement, or their successors and such successor's mortgages, may reasonably request.

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STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT

95 MAR 29 PM 12:18

FOURTH JUDICIAL DISTRICT

Bea B. Kline

CASE TYPE: Condemnation
Court File No. CD 2295

IN THE MATTER OF CONDEMNATION BY)
THE MINNEAPOLIS COMMUNITY)
DEVELOPMENT AGENCY OF CERTAIN)
LANDS IN THE CITY OF MINNEAPOLIS)

FINAL CERTIFICATE

This is to certify that:

1. A petition was filed by the Minneapolis Community Development Agency (the "MCDA") with the above-named court on May 1993, which stated the necessity of acquiring certain interests in lands described on Exhibit A attached hereto;
2. Commissioners were duly appointed by the Court to ascertain and report the amount of damages sustained by the owners on account of such taking;
3. Said Commissioners qualified and made their award in those three separate Commissioners' Awards, filed with the Court on January 3, 1994;
4. Upon appeal of one of the Commissioners' Awards in Hennepin County District Court, the jury awarded respondent Court Park Co. the sum of Four Million Two Hundred Fifty Thousand and no/100 Dollars (\$4,250,000.00);
5. Petitioner has paid respondent Court Park Co. pursuant to the jury award total consideration of \$4,250,000.00, plus the sum of \$86,384.56 for the Court's award of costs and interest to the respondent Court Park;
6. The amounts so paid represent the full amount due and owing as damages arising from the condemnation to be paid to any interested party as a result of the taking herein of the property interests herein described;

EXHIBIT "A"

Parcel 1:

Lots 8 and 9, Rearrangement of Part Block 66, Minneapolis, according to the recorded plat thereof, County of Hennepin, State of Minnesota.

(Registered Land - Certificate of Title No. 473324)

Together with any and all streets and alleys adjacent thereto, vacated or to be vacated, that would accrue to said lots, and together with any and all appurtenant easements, gaps or overlaps, all according to the maps and plats thereof on file and of record in the office of the County Recorder, in and for Hennepin County, Minnesota.

Parcel 2:

Lots 1, 2 and 3, Block 66, Town of Minneapolis, and the southwesterly one-half of vacated alley adjoining said Lots 1, 2 and 3, County of Hennepin, State of Minnesota.

(Abstract)

Together with any and all streets and alleys adjacent thereto, vacated or to be vacated, that would accrue to said lots, and together with any and all appurtenant easements, gaps or overlaps, all according to the maps and plats thereof on file and of record in the office of the County Recorder, in and for Hennepin County, Minnesota.

Parcel 3:

That part of Lot 8, Block 66, TOWN OF MINNEAPOLIS according to the plat thereof Hennepin County Minnesota which lies southeasterly of the southeasterly line of the northwesterly 29.00 feet of Lot 8 and lies northwesterly of the northwesterly line of the southeasterly 37.00 feet of Lot 8.

(Abstract).

SOME AS
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REGISTERED NO. 2694 PAGE 803671
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OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

APR 21 1995

R. C. L. Jam
REGISTRAR OF TITLES
DEPUTY

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CONTRACT FOR DEED

THIS AGREEMENT, made and entered into this 10th
day of April, 1979, by and between The W. F. & H. H.
Andrews Company, a corporation organized under the laws of
the State of Minnesota, (the "Seller") and Bigos Properties,
a partnership, (the "Buyer"); 322 So 4th St
Minneapolis, MN

WITNESSETH, that the Seller, in consideration of
the covenants and agreements of the Buyer, hereinafter
contained, hereby sells and agrees to convey unto the Buyer,
its successors and assigns, by a warranty deed (except for
the easement described below, which shall be conveyed by
quit-claim deed), upon the prompt and full performance by
the Buyer of its part of this contract for deed, the tract
of land lying and being in the County of Hennepin and State
of Minnesota, described as follows (said land and the buildings
and other improvements located thereon being hereinafter
referred to as the "Premises"):

Lots 8 and 9, Rearrangement of Part Block 66,
Minneapolis, according to the recorded plat thereof,
together with an easement created by easement deed
dated August 14, 1959 given by the City of Minneapolis,
a municipal corporation under the laws of Minnesota, to
St. Anthony Holding Company, a Minnesota corporation,

together with all fixtures and personal property of the
Seller that are located in the building now existing on the
Premises and that are used or usable in connection with said
building.

90
AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED
JAN 18 1991
HENNEPIN COUNTY MINN.
[Signature] DEPUTY

C. V. FILED NOT REQ.
JAN 18 1991
[Signature] DEPUTY

And the Buyer, in consideration of the premises, hereby agrees to pay the Seller at 529 South 7th Street, Minneapolis, Minnesota 55415, as and for the purchase price of the Premises, the sum of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00), in the manner and at the times following:

\$45,000.00	Cash in hand paid, receipt of which is hereby acknowledged.
\$305,000.00	Together with interest from and after the date hereof at the rate of eight and one-half percent (8-1/2%) per annum on so much thereof as shall, from time to time, remain unpaid, said principal and interest being payable in consecutive, monthly installments as follows: \$2,500 on the first day of each month commencing March ^{90, 5/1/79} 1979 and ending November, 1983, and \$3,000 on the first day of each month commencing December, 1983 and continuing every month thereafter until the entire outstanding principal balance hereof, together with all accrued interest thereon, has been paid in full. All such installments shall be applied first to the payment of accrued interest and then to the reduction of the principal balance.

The Buyer shall have the right on and after January 1, 1980 to prepay, without premium or penalty, any portion of the purchase price unpaid hereunder together with the interest accrued on the amount prepaid, any such prepayment to be applied to the remaining installments due hereunder in the inverse order of their maturity.

Upon and subject to the prompt and full payment and performance of this Contract for Deed by the Buyer, the Seller agrees to convey the Premises and the fixtures and personal property sold herein to the Buyer by a Warranty Deed (except for the easement described above, which shall be conveyed by quit-claim deed) subject to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Reservation of any minerals or mineral rights to the State of Minnesota.
- (c) Restrictions, reservations, rights, rights-of-way, and easements or record, if any.
- (d) Existing easements and rights-of-way.
- (e) Real estate taxes and installments of special assessments, if any, due and payable in 1979 and subsequent years.
- (f) The lien of all unpaid special assessments and interest thereon.
- (g) Matters which would be disclosed by an accurate survey of the Premises.
- (h) Liens, incumbrances, and other matters created or suffered to be created on or after the date hereof, due, wholly or partially, to the act or omission of the Buyer, its successor or assigns.

The Buyer agrees to keep the Premises insured in an amount not less than full insurable value against loss or damage by fire and other "extended coverage" risks, in a company licensed to do business in Minnesota and approved by the Seller, for the benefit of the Seller as its interest may appear, and further to pay all premiums therefor, and to deliver all policies and renewals thereof, together with evidence of payment of the premiums therefor, to the Seller and, in case of loss, should there be any surplus over and above the amount then owing the Seller, or its successors or assigns, the balance shall be paid over to the Buyer as its interest shall appear. In addition, throughout the entire term of this contract for deed, the Buyer shall, at its own expense, keep and maintain in force and effect comprehensive public liability insurance with respect to the Premises,

with such limits of liability, and with such insurance companies, and with such available coverages, as are reasonably acceptable to the Seller, it being understood that in no event shall such coverage be less than \$500,000 for personal injury or death to any one person in any one occurrence, or less than \$1,000,000 for personal injury or death of all persons in any one occurrence and not less than \$500,000 for property damage in any one occurrence. The Buyer shall name the Seller as a co-insured with respect to such insurance, and shall keep the Seller at all times furnished with a memorandum copy of the policy or a certification of such insurance, together with evidence of the payment of the premiums therefor and shall keep the Seller advised of all insurance contract changes, renewal dates and cancellation notices. Each policy of such comprehensive public liability insurance, as well as each policy of fire and extended coverage risk insurance, required to be maintained by the Buyer hereunder shall include a requirement that the insurer give the Seller notice in writing at least fifteen (15) days prior to the termination or cancellation thereof.

Should the Buyer fail to pay any item to be paid by the Buyer under the terms of this contract for deed, the same may be paid by the Seller and shall be forthwith payable by the Buyer to the Seller, with interest thereon, as an additional amount due the Seller under this contract for deed.

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The Seller shall not be deemed to have authorized any alterations, repair or improvement to be made to the Premises insofar as to subject the Seller's interest to liens therefor, and the Seller shall be permitted to post notice to such effect on the Premises pursuant to M.S.A. Section 514.06. The Buyer agrees to cooperate with the Seller in maintaining any notices so posted.

If any lien for labor or material shall be filed for record during the term of this contract for deed upon or against the Premises, the Buyer will, within thirty (30) days after the date of its filing for record, either pay the amount secured by said lien and secure its satisfaction of record or protect the Seller against any loss or damage arising out of its enforcement by depositing with the Seller 150% of the amount secured by said lien or by furnishing a bond for the same amount in the form and with sureties acceptable to the Seller. If the validity of said lien shall be established either by agreement of the lienor and the Buyer, or by a legal adjudication, the Seller may use so much of the money deposited with it, as aforesaid, as may be necessary for the purpose to pay off and discharge said lien, the interest thereon, if any, and any costs incurred by the Seller in connection therewith, returning any surplus to the Buyer.

The Buyer covenants and agrees that it takes the Premises in the condition that they now are, that no representations of any kind have been made by the Seller to the Buyer regarding the condition of the Premises, or any part

thereof, or the income or profits therefrom, or the cost of maintenance thereof or with respect to any other facts concerning the Premises, and that the Buyer has agreed to purchase the Premises as a result of its own inspection and investigation thereof.

The Buyer further covenants and agrees as follows: to pay before penalty attaches thereto, a fraction of all taxes and unpaid installments of special assessments due and payable in the year 1979 equal to the fractional part of 1979 remaining after the execution hereof and to pay, before penalty attaches thereto, all taxes and unpaid installments of special assessments due and payable in subsequent years, and all special assessments hereafter levied; also that any buildings and improvements now on the Premises, or which shall hereafter be erected, placed, or made thereon, shall not be removed therefrom, but shall be and remain the property of the Seller until this contract for deed shall be fully performed by the Buyer.

The Buyer will not, without the written consent of the Seller, directly or indirectly, sell or transfer the Premises or any part thereof or the possessory rights therein (except by lease to tenants occupying space as such and except to any partner or partners of the Buyer or any corporation wholly-owned by the partners of the Buyer or any of them) or create or permit or suffer to be created or to remain, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Premises or any part thereof other than

(a) this Contract for Deed, (b) liens of mechanics and materialmen incurred in the ordinary course of constructing improvements for sums which under the terms of the related contracts are not yet delinquent and (c) the lien of real estate taxes or installments of special assessment with respect to which no penalty or interest is yet payable.

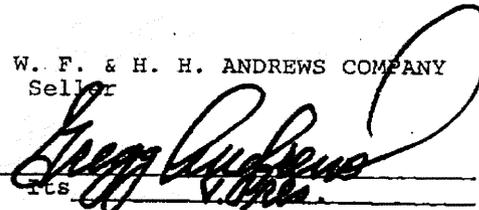
Should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be paid by the Buyer, or should the Buyer fail to pay the taxes or assessments upon the Premises, premiums upon the insurance required hereunder, or to perform any other of the covenants, agreements, terms or conditions herein contained to be by the Buyer kept or performed, the Seller may, at its option, by at least 30 days written notice as required by law, declare this contract for deed cancelled and terminated, and all right, title and interest acquired hereunder by the Buyer shall thereupon cease and terminate, and all buildings and improvements made upon the Premises and all payments made hereunder shall belong to the Seller as liquidated damages for breach of this contract for deed by the Buyer, said notice to be in accordance with the statute in such case made and provided. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the Seller of its rights to declare this contract for deed forfeited by reason of any breach thereof, shall in any manner affect the right of the Seller to cancel this contract for deed because of defaults subsequently maturing, and no extension of time shall be valid unless

evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, the Buyer hereby specifically agrees, upon demand of the Seller, quietly and peaceably to surrender to the Seller possession of the Premises, and every part thereof, it being understood that until such default, the Buyer is to have possession of the Premises.

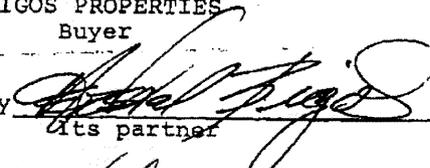
IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all the covenants and agreements herein contained shall run with the land and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the Seller has caused these presents to be executed in its corporate name by its officers thereunto duly authorized, and the Buyer has caused these presents to be executed in its corporate name by its officers thereunto duly authorized the day and year first above written.

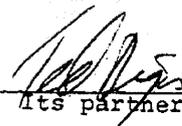
THE W. F. & H. H. ANDREWS COMPANY
Seller

By 
its President

BIGOS PROPERTIES
Buyer

By 
its partner

and

By 
its partner

2149874

REGISTERED VOL. 1568 PAGE 41324

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AN

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

JAN 18 1991

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BY *[Signature]*
REGISTRAR
DEPUTY

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