

JAN 31 1979

AMENDMENT TO GROUND LEASE

THIS AMENDMENT, made and entered into this 31st day of ~~January~~ ^{February}, 1979, by and between the City of Minneapolis, a municipal corporation in Hennepin County, Minnesota (hereinafter, "Lessor"), and Hyatt Minneapolis Corp., a Delaware corporation (hereinafter, "Tenant"),

WITNESSETH:

WHEREAS, by a Lease dated September 25, 1978, Lessor leased to Mart Plaza Hotel, Inc., a Minnesota corporation, a certain tract of land located in the City of Minneapolis upon which a hotel is to be built; and

WHEREAS, by an Assignment and Assumption agreement, dated November 7, 1978, Mart Plaza Hotel, Inc., assigned to Tenant all of its right, title and interest under said Ground Lease, which Assignment was consented to by Lessor; and

WHEREAS, the parties hereto wish now to amend said Ground Lease in order to provide for a change in the common boundary between the Hotel Parcel and the Ramp Parcel, as said Parcels are defined in said Ground Lease; and

WHEREAS, the parties hereto wish now further to amend said Ground Lease in order to provide for the exception from the Hotel Parcel of that portion thereof upon which has been constructed the bridge over LaSalle Avenue (at the corner of the Hotel Parcel where Outlot B, Loring Park Development First Addition - the Loring Greenway - intersects LaSalle Avenue), while reserving unto Tenant the right to construct the Hotel upon said excepted area and adjacent to and connected to said bridge by means of a grant of encroachment, easement and air rights, as herein set forth,

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, given by each party to the other, the receipt of which each party hereby acknowledges, the parties hereby agree with each other as follows:

1. Exhibit A, attached to and made a part of said Ground Lease, shall be deleted and the Exhibit A attached to this Amendment shall be and become Exhibit A to said Ground Lease.
2. Exhibit B, attached to and made a part of said Ground Lease, shall be deleted and the Exhibit B attached to this Amendment shall be and become Exhibit B to said Ground Lease.

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3. Exhibit A to Exhibit C (Subordination Agreement) to said Ground Lease shall be deleted and the Exhibit A to Exhibit C (Subordination Agreement) attached to this Amendment shall be and become Exhibit A to Exhibit C (Subordination Agreement) to said Ground Lease.

4. Paragraph 1.1 shall be amended by the addition thereto of the following subparagraphs 1.1.h. and 1.1.i.:

"h. Subject only to the last sentence of this subparagraph, the exclusive right to encroach upon and to use all that part of Lot 1, Block 5, Loring Park Development First Addition, described as follows: Beginning at a boundary corner of said Lot 1, Block 5, said corner also being the most Southerly corner of Outlot B, said LORING PARK DEVELOPMENT FIRST ADDITION; thence on an assumed bearing of $N75^{\circ}36'17''E$ along the dividing line between said Lot 1, Block 5 and said Outlot B a distance of 12.15 feet; thence $S20^{\circ}52'23''W$ a distance of 19.68 feet; thence $N74^{\circ}14'55''W$ a distance of 8.75 feet, more or less, to a point in a boundary line of said Lot 1, Block 5, bearing $S15^{\circ}45'05''W$ from said most Southerly corner of Outlot B, said point being 13.50 feet Southwesterly of said most Southerly corner, as measured along said boundary line; thence $N15^{\circ}45'05''E$ along said boundary line a distance of 13.50 feet to the point of beginning ("said land"), including all air space adhering to said land and all rights below, at and above grade, wherever the aforesaid bridge (including its foundations and caissons) does not exist, for the purposes of: (i) constructing and maintaining structural and nonstructural members, components and elements of the Hotel, including, without limitation, caissons, foundations, slabs, columns, walls, beams, ceilings and roof; and (ii) allowing all patrons, customers, guests, employees, agents and business invitees of the Hotel the right to pass over, across and upon said land for ingress to and egress from the Hotel. All said Hotel members, components and elements shall be constructed pursuant to plans approved by the Minneapolis City Engineers' office. Lessor reserves the right to inspect and structurally maintain the aforesaid

bridge and all its elements and Lessor may enter upon said land for said purposes.

"i. The right to insert, connect and embed into the caissons, foundations, supporting and retaining wall, and deck of the aforesaid bridge such grade beams, dowel rods and other architectural elements, at all levels, below, at and above grade, as required by Tenant, and in the manner approved by the Minneapolis City Engineers' office, all without damaging the structural integrity of said bridge caissons, foundations, wall or deck. Lessor shall not remove any said bridge caissons, foundations or wall into which are inserted, connected or embedded a said element. This right is not and shall not be construed as an easement of support for the Hotel, or any element thereof."

5. The references to subparagraphs a. through g. (of Paragraph 1.1) in Paragraph 1.1 (on page 6), in Paragraph 1.5.a. (on page 9), in Paragraph 1.5.c. (on page 10), and in Paragraph 1.9 (on page 16) shall all be amended to also include subparagraphs h. and i. above; and said references shall hereafter be to subparagraphs a. through i. of Paragraph 1.1.

6. Tenant shall indemnify and save Lessor harmless for any damage to the aforesaid bridge arising as a result of any exercise by Tenant of its rights under Paragraph 1.1.h. and 1.1.i. above and shall indemnify and save Lessor harmless with respect to any event or occurrence upon said land to the same extent as if said land were a part of the Hotel Parcel.

7. Except as hereinbefore amended, said Ground Lease shall continue in full force and effect, in accordance with all of its terms, conditions and covenants.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

CITY OF MINNEAPOLIS

By

Mayor

LESSOR

ATTEST:

City Clerk

APPROVED AS TO LEGALITY

DATE

2-9-79

Donald H. Lemmer
ASST. CITY ATTORNEY

COUNTERSIGNED:

Mary Des Roches
City Comptroller/Treasurer

HYATT MINNEAPOLIS CORP.

By Joseph J. Harrison
Its CEO TENANT

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of ~~January~~ February, 1979, by Albert J. Hofstede, Mayor of the City of Minneapolis, a municipal corporation, and by Lyall A. Schwartzkopf, City Clerk, and by Mary Des Roches, City Comptroller/Treasurer, on behalf of the City.

Gloria N. Witherspoon
Notary Public
GLORIA N. WITHERSPOON
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 5, 1985

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 31st day of January, 1979, by Joseph J. Harrison, the President of Hyatt Minneapolis Corp., a Minnesota corporation, on its behalf.

Victoria L. Nelson
Notary Public

VICTORIA L. NELSON
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Sep. 25, 1982

EXHIBIT A

All of Lot 1, Block 5 and Outlot C, and that part of Lot 1, Block 6 which lies Northerly of the following described line to wit: Beginning at a point on the Easterly line of said Lot 1, Block 6, distant 75.69 feet Northerly of the Southeasterly corner of said Lot 1, Block 6, as measured along said Easterly line thereof, thence Northwesterly to a point on the Northwesterly line of said Lot 1, Block 6, said point being 59.80 feet Southwesterly of the most Northerly corner of said Lot 1, Block 6, as measured along the Northwesterly line of said Lot 1, Block 6, and there terminating; all in LORING PARK DEVELOPMENT FIRST ADDITION, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

Except that part of said Lot 1, Block 5 described as follows: Beginning at a boundary corner of said Lot 1, Block 5, said corner also being the most Southerly corner of Outlot B, said LORING PARK DEVELOPMENT FIRST ADDITION; thence on an assumed bearing of $N75^{\circ}36'17''E$ along the dividing line between said Lot 1, Block 5 and said Outlot B a distance of 12.15 feet; thence $S20^{\circ}52'23''W$ a distance of 19.68 feet; thence $N74^{\circ}14'55''W$ a distance of 8.75 feet, more or less, to a point in a boundary line of said Lot 1, Block 5, bearing $S15^{\circ}45'05''W$ from said most Southerly corner of Outlot B, said point being 13.50 feet Southwesterly of said most Southerly corner, as measured along said boundary line; thence $N15^{\circ}45'05''E$ along said boundary line a distance of 13.50 feet to the point of beginning;

EXHIBIT B

That part of Lot 1, Block 6, LORING PARK DEVELOPMENT FIRST ADDITION, according to the plat on file and of record in the office of the County Recorder, Hennepin County, Minnesota, lying Southwesterly of the following described line to wit: Beginning at a point on the Easterly line of said Lot 1, distant 75.69 feet Northerly of the Southeasterly corner of said Lot 1, as measured along said Easterly line thereof; thence Northwesterly to a point in the Northwesterly line of said Lot 1, said point being 59.80 feet Southwesterly of the most Northerly corner of said Lot 1, as measured along the Northwesterly line of said Lot 1, and there terminating.

EXHIBIT A TO EXHIBIT C (SUBORDINATION AGREEMENT)

All of Lot 1, Block 5 and Outlot C, and that part of Lot 1, Block 6 which lies North-easterly of the following described line to wit: Beginning at a point on the Easterly line of said Lot 1, Block 6, distant 75.69 feet Northerly of the Southeasterly corner of said Lot 1, Block 6, as measured along said Easterly line thereof, thence Northwesterly to a point on the Northwesterly line of said Lot 1, Block 6, said point being 59.80 feet Southwesterly of the most Northerly corner of said Lot 1, Block 6, as measured along the Northwesterly line of said Lot 1, Block 6, and there terminating; all in LORING PARK DEVELOPMENT FIRST ADDITION, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

Except that part of said Lot 1, Block 5 described as follows: Beginning at a boundary corner of said Lot 1, Block 5, said corner also being the most Southerly corner of Outlot B, said LORING PARK DEVELOPMENT FIRST ADDITION; thence on an assumed bearing of N75°36'17"E along the dividing line between said Lot 1, Block 5 and said Outlot B a distance of 12.15 feet; thence S20°52'23"W a distance of 19.68 feet; thence N74°14'55"W a distance of 8.75 feet, more or less, to a point in a boundary line of said Lot 1, Block 5, bearing S15°45'05"W from said most Southerly corner of Outlot B, said point being 13.50 feet Southwesterly of said most Southerly corner, as measured along said boundary line; thence N15°45'05"E along said boundary line a distance of 13.50 feet to the point of beginning (hereinafter, "the Hotel Parcel").

Together with the following easement rights:

a. The right to encroach onto Outlot B, Loring Park First Addition, for the piers, foundations, columns and footings of the most northerly wall of the Improvements, for so long as the Improvements shall stand and as the same may be altered, modified or reconstructed from time to time.

b. The exclusive rights (i) to encroach onto that part of Lot 1, Block 6, Loring Park First Addition which lies Southwesterly of the following described line, to wit: Beginning at a point on the Easterly line of said Lot 1, Block 6, distant 75.69 feet Northerly of the Southeasterly corner of said Lot 1, Block 6, as measured along said Easterly line thereof; thence Northwesterly to a point in the Northwesterly line of said Lot 1, Block 6, said point being 59.80 feet Southwesterly of the most Northerly corner of said Lot 1, Block 6, as measured along the Northwesterly line of said Lot 1, Block 6, and there terminating (hereinafter, "the Ramp Parcel") for the piers, foundations, columns, and footings of the southwesterly wall of the Improvements (which may be common with or separate from the piers, foundations, columns or footings for the north-easterly wall of the improvements on the Ramp Parcel, hereinafter, "the Ramp"), and for any other building

component or building element of the Improvements which may overhang or encroach unto the Ramp Parcel, from time to time, including without limitation, the flashings, cornices, fascia, mechanical equipment, pipes or drains of the Improvements, for so long as the Improvements shall stand and as the same may be altered, modified or reconstructed from time to time, and (ii) to connect, embed or insert and maintain any said component or element to or into the northeasterly wall of the Ramp, for so long as the Ramp and any alteration, modification or reconstruction thereof shall stand and the structural integrity thereof is not impaired. The right created in (ii) is not an easement of support in the Ramp for the benefit of the Hotel Parcel.

c. The non-exclusive right, for so long as the Improvements shall stand, as the same may be altered, modified or reconstructed from time to time, for all patrons, customers, guests, employees, agents and business invitees at the hotel and related facilities which are a part of the Improvements (hereinafter, collectively, "Hotel Guests") and their motor vehicles to use and to pass over, across and upon all driveways which are existing from time to time on the Ramp Parcel, without hindrance, limitation or restriction, in order to have free ingress and egress from, to and between the Improvements, the Ramp, Grant Street and LaSalle Avenue, or the public streets replacing Grant Street and LaSalle Avenue, by whatever name called.

d. The non-exclusive right for Hotel Guests to use and to pass over, across and upon all public hallways, corridors, stairways and stairwells of the Ramp; all public passages between the Ramp and the Improvements; all public elevator lobbies connecting the Ramp and the Improvements; and other public areas as shall be constructed or which are existing from time to time in the Ramp, for so long as the Ramp shall stand, as the same may be altered, modified or reconstructed from time to time, and the right to use all public

elevators, escalators or other means provided for elevation to the roof thereof, all without hindrance, limitation or restriction (except as herein provided), in order to have free ingress and egress from, to and between the Improvements, the Ramp and the roof of the Ramp. Nothing in the subparagraph d. shall limit the right of the City to impose such restrictions on pedestrian use of the Ramp public areas as may reasonably be required for safety and for security purposes.

e. The exclusive right for any tenant of the Improvements, its agents and employees to enter upon the Ramp, for so long as the Ramp shall stand, as the same may be altered, modified or reconstructed from time to time, and onto the Ramp Parcel without hindrance, limitation or restriction, except as herein provided, when necessary in order to maintain, repair, alter, reconstruct or modify (i) any building component or building element of the Improvements (as the same may be altered, modified or reconstructed from time to time) including, without limitation, their structural parts, their elevators, and their foundations, and (ii) any tennis or other facility located on the roof of the Ramp (as the same may be altered, modified or reconstructed from time to time). The right set forth in this subparagraph e. does not include the right to park or store motor vehicles, without charge, except as needed for said maintenance, repair, alteration, reconstruction or modification. Any said entry upon the Ramp or Ramp Parcel shall be in a manner which does no damage or injury to the Ramp and does not unreasonably interfere with business at the Ramp or with the customers, employees, agents and business invitees at the Ramp, and each entry, except for an emergency situation, shall be only upon thirty (30) days' prior notice, or more.

f. The exclusive rights, for so long as the Ramp shall stand, as the same may be altered, modified or reconstructed from time to time, (i) to use the roof of the Ramp and the air space over the Ramp to construct and maintain thereon tennis courts and/or other facilities, and

(ii) to insert : embed into said roof and the Ramp and to maintain thereon or therein such anchors and other construction elements and fixtures as may be required for said tennis courts or facilities, including, without limitation, protective fencing, anchors for the surface of said tennis courts, canopies, awnings, other enclosures, mechanical and utility systems and equipment, lights, pipes and drains, so long as the structural integrity of the Ramp is not impaired.

g. The exclusive right to connect, embed or insert and maintain any tie, connection or other building component or building element of the Improvements into the elevated walkway structure over LaSalle Avenue, which structure shall abut the Improvements at approximately Outlot C, Loring Park Development First Addition, so long as the structural integrity of said walkway is not impaired.

h. Subject only to the last sentence of this subparagraph, the exclusive right to encroach upon and to use all that part of Lot 1, Block 5, Loring Park Development First Addition, described as follows: Beginning at a boundary corner of said Lot 1, Block 5, said corner also being the most Southerly corner of Outlot B, said LORING PARK DEVELOPMENT FIRST ADDITION; thence on an assumed bearing of $N75^{\circ}36'17''E$ along the dividing line between said Lot 1, Block 5 and said Outlot B a distance of 12.15 feet; thence $S20^{\circ}52'23''W$ a distance of 19.68 feet; thence $N74^{\circ}14'55''W$ a distance of 8.75 feet, more or less, to a point in a boundary line of said Lot 1, Block 5, bearing $S15^{\circ}45'05''W$ from said most Southerly corner of Outlot B, said point being 13.50 feet Southwesterly of said most Southerly corner, as measured along said boundary line; thence $N15^{\circ}45'05''E$ along said boundary line a distance of 13.50 feet to the point of beginning ("said land"), including all air space adhering to said land and all rights below, at and above grade, wherever the bridge over LaSalle Avenue (said bridge located at the intersection of Outlot B - the Loring Greenway - and LaSalle Avenue), including bridge foundations and caissons, does not exist, for the purposes of: (i) constructing and maintaining structural and nonstructural members, components and

elements of the Hotel, including, without limitation, caissons, foundations, slabs, columns, walls, beams, ceilings and roof; and (C) allowing all patrons, customers, guests, employees, agents and business invitees of the Hotel the right to pass over, across and upon said land for ingress to and egress from the Hotel. Said right shall exist for so long as the Hotel shall stand and as the same may be altered, modified or reconstructed from time to time. Lessor reserves the right and shall have the duty to inspect and structurally maintain the aforesaid bridge and all its elements and Lessor may enter upon said land for said purposes.

- i. The right to insert, connect and embed into the caissons, foundations, supporting and retaining wall, and deck of the aforesaid bridge such grade beams, dowel rods and other architectural elements, at all levels, below, at and above grade, as required by Tenant, and in the manner approved by the Minneapolis City Engineers' office, all without damaging the structural integrity of said bridge caissons, foundations, wall or deck. Said right shall extend for so long as the Hotel shall stand and as the same may be altered, modified or reconstructed from time to time, and, while said right shall exist, Lessor shall not remove any said bridge caissons, foundations or wall into which are inserted, connected or embedded a said element. This right is not and shall not be construed as an easement of support for the Hotel, or any element thereof.