

3 1 4 0

APPROVED BY CITY COUNCIL
OCT 30 1981
_____, 19____
City Clerk

SECOND AMENDMENT TO CONTRACT FOR DEVELOPMENT
BY AND BETWEEN
CITY OF MINNEAPOLIS
AND
TED GLASRUD ASSOCIATES, INC.

THIS AGREEMENT is made and entered into as of the 28th day of October, 1981, by and between the City of Minneapolis, a municipal corporation, of the County of Hennepin, State of Minnesota, hereinafter called "City"; and Ted Glasrud Associates, Inc., a Minnesota corporation, hereinafter called "Developer".

WHEREAS, the City and Developer have entered into a contract dated December 8, 1980, calling for the construction of a Public Parking Facility by the City, the construction of a hotel by the Hotel Developer, and the construction of residential condominium units by the Developer; and

WHEREAS, the parties now wish to amend that contract;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties contained herein, each of them does hereby represent, covenant and agree with the other as follows:

The City and the Developer wish to change the type of development to be undertaken by the Developer to provide that the Developer will build 138 residential condominium units and six floors of office space and that the gross floor area of the office space will be at least 155,250 square feet or a net of 120,400 square feet. It is the intent of the parties that the definition of Improvements - Developer Improvements contained in Article I, paragraph 1.1(q) be amended to reflect the foregoing changes in the type of construction to be undertaken by the Developer. The Developer shall however retain the right to construct 319 condominium units in accordance with the Plans as originally approved. If Developer chooses to construct the 319 condominium units as originally approved it shall notify the City of its intentions prior to the date of Leasing.

Article III of the contract has provisions for approval of amendment of construction plans. At the time of this amendment to the contract, construction on the site is underway and therefore it is agreed by the parties that approval of the changes in the construction plans to accommodate a change in the elevator configuration necessary for the contemplated office space will be approved and dated at a date even with the date of the amendment to this contract.

Article III, paragraph 3.4 of the original contract provides for reservation of a certain number of parking spaces for the Developer condominium owners. That section is amended to provide that the City in its Public Parking Facility will reserve up to 138 leased continuing monthly parking permits to the condominium owners and will reserve up to 102 leased continuing monthly parking permits to owners of the office space in addition to parking space leased to the general public as provided in the original contract.

Article VII also provides for certain times within which changes in the construction plan are to be approved by the parties. Due to the shortness of time and cost of any potential delays, it is hereby agreed that the parties will give their signed approval to changes in the Construction Plan and Contract on a date even with the date of this amendment to the original contract.

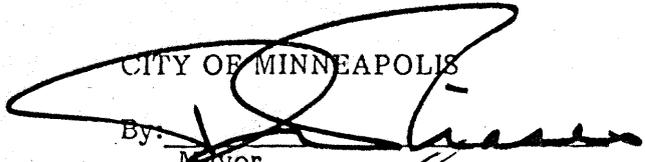
The Developer agrees to bear the cost of any architectural charges and construction costs in connection with the change in configuration necessary to accommodate the office space within the building and as security for the City in making the additional changes in construction to the Public Parking Facility will provide to the City a letter of credit to cover those costs in the amount of \$130,000 on the date of signing this agreement. Said letter of credit will be an irrevocable letter of credit in favor of the City of Minneapolis and shall remain in force and effect until the Developer has in fact paid all architectural, engineering and construction costs incurred by the City as a result of the change in construction plans and any change in the time of completion of the construction according to those changes to accommodate the new configuration for office space in the Developer's Improvements. The Developer agrees to pay for actual costs incurred by the City prior to the execution of the Lease between Developer and City.

It is contemplated that this change in the Development Contract will require certain changes in the Lease, which is attached to the Development Contract as an Exhibit, and certain changes in the Easement Agreement, which is attached to the Lease Agreement, which changes will be made at an appropriate time to the execution of those documents. However, it is agreed and understood that the term of the Lease and the rent to be paid under the Lease Agreement as attached to the Development Contract will not be changed by this amendment.

All other provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this agreement to be executed in its name and behalf and its seal to be affixed hereunto, and the Developer has caused this agreement to be duly executed in its name and behalf as of the day and year first written above.

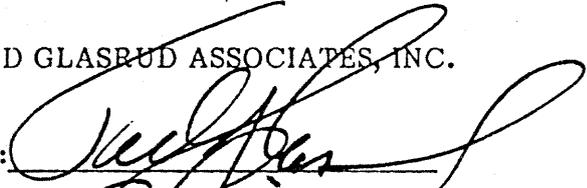
CITY OF MINNEAPOLIS

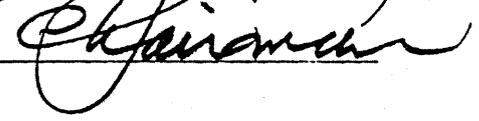
By: 
Mayor

Attest: 
City Clerk

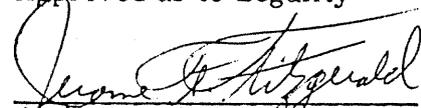
Countersigned: 
City Comptroller-Treasurer

TED GLASRUUD ASSOCIATES, INC.

By: 

Its: 
Chairman

Approved as to Legality


Assistant City Attorney

