

3436
APPROVED BY CITY COUNCIL

APR 10 1992

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City Clerk**SKYWAY/TUNNEL AGREEMENT**

THIS AGREEMENT, made and entered into this 9th day of June, 1993, by and between the City of Minneapolis, a municipal corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as the "City"), and Minneapolis Grain Exchange, Inc., a business corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as the "Corporation").

WITNESSETH:

WHEREAS, the Corporation is the owner in fee of the land in the County of Hennepin, State of Minnesota, described as Lots One (1), Two (2), Three (3), Nine (9) and Ten (10), Block Sixty-Seven (67), Town of Minneapolis, subject to rights of the public in alley over rear of said lots, and the three buildings thereon (herein collectively referred to as the "Grain Exchange Property" and shown on the diagram attached hereto as Exhibit A); the buildings consisting of the "North Grain Exchange", the "Main Grain Exchange" and the "Grain Exchange Annex" (hereinafter collectively referred to as the "Grain Exchange Building"); and

WHEREAS, the City is the fee owner of the parcel of land as shown on Exhibit B, on which the City is constructing a structure to be known as the Jerry Haaf Memorial Parking Ramp (hereinafter referred to as the "Haaf Ramp") (the land and Haaf Ramp being hereinafter collectively referred to as the Haaf Ramp Property); and

WHEREAS, the City is the fee owner of the Gateway Municipal Parking Ramp (hereinafter called the "Gateway Ramp" which is located on Third Street and Fourth Avenue South and depicted on

Exhibit D, the Gateway Ramp and land being hereinafter collectively referred to as the "Gateway Property"); and

WHEREAS, a new Federal Courts Building is to be constructed on the tract of land on the westerly side of Fourth Avenue South across the street from the Grain Exchange Building; and

WHEREAS, the City intends to construct a Skyway across Third Street South extending from the Gateway Ramp to the Haaf Ramp, (as shown on Exhibit C) and the Corporation desires that a Skyway Link be constructed (as shown on Exhibit C) connecting the Grain Exchange Building to the Skyway; and

WHEREAS, the City foresees a need to construct a tunnel from the Haaf Ramp along the street right of way of South Fourth Street, through an Areaway belonging to the Corporation which extends into the South Fourth Street right-of-way; and

WHEREAS, the City and the Corporation desire to provide for easements and other rights necessary to facilitate the construction and maintenance of the Skyway, the Skyway Link and the Tunnel; the allocation of the costs thereof; and to set forth their agreement as to related matters;

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained, the parties do hereby agree as follows:

1. Titles to the Skyway and the Skyway Link, and the Tunnel.

The Skyway and the Tunnel shall be owned exclusively by the City, subject to the licenses and rights granted to the Corporation under this Agreement. The Skyway Link shall be owned exclusively by the Corporation, subject to the easements and rights granted to the City under this Agreement.

2. Plans and Specifications.

The City has caused Plans and Specifications to be prepared for the construction of the Skyway and the Skyway Link (The "Plans"). The Plans have been submitted to and approved by the Corporation. If the City decides to proceed with the construction of the Tunnel, it will submit the plans for the Tunnel to the Corporation for its review when the design therefor has been completed. The City shall be responsible for obtaining necessary approvals from all regulating bodies having jurisdiction to grant or deny approval to construct, operate, or maintain the Skyway, the Skyway Link and the Tunnel.

3. Construction.

The City shall act as the project manager to oversee the construction of the Skyway, the Skyway Link and the Tunnel, and does hereby assume responsibility for construction in accordance with the Plans. The City may make such changes in the Plans as are necessitated by the actual construction, provided that all change orders with respect to the construction of the Skyway Link must be approved by the Corporation, which approval shall not be unreasonably withheld. If the City proceeds to construct the Tunnel, the Corporation shall be responsible for the payment or reimbursement to the City of all costs for such construction as may be necessary to provide convenient access from the Main Grain Exchange to the Tunnel, including, without limitation, all necessary interior hallways, corridors and doors leading to the Tunnel, (hereinafter called "Tunnel Access Modifications") and for all design costs incurred in connection therewith. The City

assumes responsibility for the actual construction of the Tunnel Access Modifications if the City constructs the Tunnel. The Plans and Specifications to be prepared by the City for the Tunnel Access Modifications shall be subject to the Corporation's approval, which approval shall not be unreasonably withheld.

4. Costs of Construction.

The Corporation shall be responsible for the payment of \$200,000.00 in construction costs, which sum is based upon twenty-five percent (25%) of the Cost of Construction of the Skyway and one hundred percent (100%) of the Cost of Construction of the Skyway Link as negotiated by the parties to be the "Grain Exchange Share." In full consideration for the conveyance by warranty deed from the Corporation to the City of the parcel of land described in said warranty deed (attached as Exhibit E hereto), the Corporation is hereby granted, as a credit against the Grain Exchange Share, the sum of \$12,000.00, which shall be deemed a partial advance payment thereof, thereby reducing the Corporation's liability for the Costs of Construction to \$188,000.00 (hereinafter referred to as the "Net Grain Exchange Share"). If the City decides to construct the Tunnel, the City shall be solely responsible for all construction costs with respect to said Tunnel, except that the Corporation shall be responsible for the design and construction costs incurred in making the Tunnel Access Modifications. The City shall pay all costs of removing an existing 20,000 gallon oil storage tank from the areaway in which the Tunnel or the Tunnel Access Modifications are to be located. The Corporation shall be responsible to pay all costs for the removal of all contaminants

and pollutants which may be found in the soil in the approximate location of the fuel oil storage tank after the tank's removal and which may be found elsewhere as a result of the spread of such contaminants or pollutants to other locations, and for the remediation of such contaminated soil. The Corporation shall not be responsible for contaminants or pollutants spread by others from other locations. The Corporation agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all liability, costs, expenses and damages resulting from such pollution or contamination of soil or water in the approximate location of said tank or elsewhere as a result of its spread as aforesaid, or the violation of any laws or regulations relating to the protection of the environment in any such case. If any such contaminants or pollutants are found, the Corporation shall be responsible only for the costs of such removal or remediation actions that are required by the Minnesota Pollution Control Agency or, if any, the federal agency having jurisdiction and the costs for the defense and indemnification of the City as aforesaid. No action shall be taken nor shall any costs be incurred in connection with the removal of any such contaminants or pollutants pursuant to this Agreement, unless the Corporation has been first given notice of the actions to be taken and the costs thereof. The Corporation shall have the right to approve any such actions if the costs thereof are estimated to exceed \$25,000.00; provided, if the Corporation fails to approve any such action, then it shall lose the right and license to connect the Main Grain Exchange to the Tunnel and to have public pedestrian access to the Tunnel directly

from the Grain Exchange Building. Nothing in this Agreement shall be construed to relieve the Corporation of any liability that it may incur independently of this Agreement in connection with any pollutants or contaminants found in the vicinity of the aforementioned storage tank or elsewhere, nor to require the City to assume any such costs or incur any such liability.

5. Special Assessments.

The Costs of Construction of the Skyway and the Skyway Link shall be initially paid for and financed by the City by the sale of municipal bonds of the City. The Net Grain Exchange Share of the Costs of Construction shall be assessed by the City as a special assessment against the Grain Exchange Property, payable over a period of twenty (20) years, with interest at a rate sufficient to pay the interest on the bonds, provided that the assessments for the first four (4) years of said twenty-year period shall include interest only, the principal being payable thereafter over the next sixteen (16) years, together with interest on the unpaid principal balance.

If and when the Tunnel is constructed, the Corporation may request that the City finance by the sale of municipal bonds and special assessments against the Grain Exchange Property, the costs incurred by the Corporation pursuant to Section 4 hereof for either or both of the following: (i) removal of contaminants and pollutants found in the vicinity of the fuel oil storage tank; (ii) the design and construction of the Tunnel Access Modifications. The City shall in the case of such a request so finance and assess said costs to the extent permitted by, and in accordance with, the

applicable laws of the State of Minnesota in force at the time such action is to be taken. If the Corporation does not request financing by special assessment or if such financing is not authorized, the Corporation shall pay to the City upon demand all costs referred to in clauses (i) and (ii) which have theretofore been paid or incurred by the City. Should the Corporation fail to pay said costs to the City upon demand, the City may, after giving thirty (30) days' written notice to the Corporation, declare the Corporation to be in default, and the City shall be entitled to exercise any or all of the following remedies: (a) recover all such costs with interest of 12% (or the highest rate allowed by law if less than 12%) together with reasonable attorneys fees and expenses incurred by the City in the recovery thereof; (b) assess such costs against the Grain Exchange Property; (c) terminate this agreement as provided in Section 17 hereof.

The Corporation hereby relinquishes its right to a project-approval public hearing and its right to appeal any assessment levied against the Grain Exchange Property hereunder. The Corporation hereby waives any and all rights to claim procedural defects or the violation of any Federal or State Constitutional rights in connection with said assessment. The Corporation further agrees that all principal, interest and late payment penalties assessed pursuant hereto shall constitute valid liens against the Grain Exchange Property for the benefit of the City from and after the levy of said assessment until the assessment has been fully paid. The sums assessable hereunder shall not be subject to any claimed right of set-off, counterclaim, abatement or deduction.

6. Licenses granted by the City.

The City, as owner of the Skyway, does hereby grant to the Corporation, its successors and assigns, for the benefit of the Grain Exchange Property (i) a non-exclusive license over, across and through the Skyway for public pedestrian access, travel and passage to and from the Gateway Ramp and to and from the Haaf Ramp, (ii) a license to connect or affix the Skyway Link to the Skyway at the location designated in Exhibit C; (iii) a license for public pedestrian access, travel and passage through the Tunnel (if and when it is constructed) to and from the Haaf Ramp and to and from the New Federal Courts Building.

7. Easements by the Corporation

The Corporation, as the owner of the Grain Exchange Property and the Skyway Link to be constructed above the Grain Exchange Property, does hereby grant, bargain, quitclaim and convey to the City, its successors and assigns, for the benefit of the Haaf Ramp, the Gateway Ramp and the Skyway (i) a non-exclusive easement for public pedestrian access, travel and passage in, on, over, across and through the Skyway Link and the public passages within the Grain Exchange Building to stairways, elevators or escalators within the Grain Exchange Building which provide access to and from the second level of the Grain Exchange at the location of the Skyway Link to and from the street level, and from there through the street level to and from the nearest public street right-of-way, and to and from the Tunnel (said easement being herein referred to as the "Public Access Easement"); (ii) an easement to connect and affix the Skyway to the Skyway Link at the location set

forth in Exhibit C, and to enter upon the Skyway Link when necessary for the purpose of repairing, maintaining or reconstructing the Skyway; (iii) an exclusive easement over, upon and through the below grade portion of the Grain Exchange Property shown on Exhibit D, for the purpose of constructing, reconstructing, maintaining, and repairing the Tunnel, if and when it is constructed, and to construct the Tunnel Access Modifications. The Public Access Easement through the Grain Exchange shall be located through those interior hallways, corridors, stairways, elevators, escalators and exterior doorways as shall from time to time be designated by the Corporation. The Public Access Easements are to permit not only public pedestrian travel to the Grain Exchange, the Gateway Ramp and the Haaf Ramp, but also to allow public pedestrian travel to other locations through skyways and tunnels to be connected between the Minneapolis Skyway System and the Skyway.

8. Duration of Easements.

The licenses and easements provided for in Sections 6 and 7 of this Agreement shall continue in force and effect in perpetuity, subject, however, to termination and/or relocation upon the occurrence of the following events:

- a. The Skyway licenses provided for in Section 6(i) and (ii) shall cease and terminate, in the event that the City, for any reason, chooses to permanently cease maintaining the Skyway or removes the Skyway and permanently elects not to replace it.

- b. The Tunnel license and easements provided for in Section 6(iii) and 7(iii) respectively shall cease and terminate in the event that the City permanently elects to remove or abandon the Tunnel or if any portion of the Tunnel is damaged and the City permanently elects to close the Tunnel.
- c. The Public Access Easement (Section 7(i)) and the connection easement provided for in Section 7(ii) shall cease and terminate if the North Grain Exchange Building ceases to exist for any reason.

9. Areaway.

There is presently annexed to the Main Grain Exchange Building a below grade structure extending into the below-grade portion of the Fourth Street South public right-of-way (the "Areaway"). The Corporation hereby grants, bargains, quitclaims and conveys to the City the ownership of said Areaway, to be effective automatically upon commencement of construction of the Tunnel. The City may use the Areaway as a part of the structure of the Tunnel.

10. Mutual Cooperation.

The Corporation and the City do hereby agree to mutually cooperate in order to obtain Plan approval, to coordinate the construction of the Skyway and Skyway Link, the Tunnel and the Tunnel Access Modifications, and to design and construct the foregoing improvements at the lowest reasonable cost.

11. Effects of Haaf Ramp Construction.

In consideration of the covenants and undertakings of the City as provided herein, the Corporation agrees that the City's plans relating to the construction of the Haaf Ramp have been reviewed and approved by the Corporation; that the Corporation waives any and all claims or causes of action it may now or in the future have with respect to any interference with, or diminution of, light, view or air of, to or from the Grain Exchange Building; the Corporation further agrees to defend, indemnify and hold harmless the City from and against any such claims, suits or causes of action and from and against any costs, expenses and damages resulting from claims or suits by tenants of the Grain Exchange Building arising or alleged to arise from, or based upon, any deprivation or elimination of, or interference with their light, view or air.

The Corporation further agrees to indemnify the City from any costs, expenses and damages resulting from claims made by tenants of the Grain Exchange Building for relocation benefits as a result of the removal or displacement of tenants resulting from the construction and use of the Tunnel or the Tunnel Access Modifications required hereunder, or from any other condition contemplated by this Agreement.

12. Operation and Maintenance; Costs.

(a) The City shall be responsible for the operation and maintenance of the Skyway, the Skyway Link and the Tunnel and for the payment of the costs thereof including, but not limited to, the costs for light, heat, ventilation, repairs, replacements of

carpet, painting, monitoring of security cameras and security patrols (hereinafter called "Maintenance Costs"). The Corporation shall be obligated to reimburse the City for a portion of the Maintenance Costs (hereinafter called the "Grain Exchange Portion"). The Grain Exchange Portion of the Maintenance Costs shall consist of twenty-five percent (25%) of the Maintenance Costs of the Skyway; one hundred percent (100%) of the Maintenance Costs of the Skyway Link and twelve and one-half percent (12.5%) of the Maintenance Costs of the Tunnel. For purposes of the Corporation's twenty-five percent (25%) of the Maintenance Costs of the Skyway, the "Skyway" is defined as limited to that portion of the Skyway corridor from "E.7" to "exist. grid 2" as shown on the attached drawing marked "Exhibit C Skyway."

(b). During 1993, after the Skyway Link is first opened to pedestrian travel, the City shall bill the Corporation on or about the first day of each calendar month for the Grain Exchange Portion of the Maintenance Costs and the Corporation shall pay the City the amount so billed within thirty (30) days. Prior to January First of each calendar year thereafter, the City shall deliver to the Corporation an itemized statement of the estimated costs to be incurred during such calendar year as Maintenance Costs. The Corporation shall pay one-twelfth (1/12) of the Grain Exchange Portion of such estimated Maintenance Costs on the first day of each month of the calendar year. Within ninety (90) days after the close of each calendar year, the City shall submit to the Corporation an itemized statement of the actual costs incurred during the calendar year as Maintenance Costs, and promptly after

such submission, a cash adjustment shall be made between the parties hereto, so that the amount paid shall equal the Grain Exchange Portion of the Maintenance Costs actually incurred. The failure of the Corporation to pay any amount becoming due hereunder within thirty (30) days after written notice thereof by the City to the Corporation shall constitute a default hereunder. The Corporation shall be liable for interest on all payments of Maintenance Costs delinquent for more than 30 days at the lower rate of either 12% or the highest rate allowed by law, together with reasonable attorneys fees and expenses incurred by the City in the collection thereof. Both the estimated Maintenance Costs and the actual Maintenance Costs shall be subject to review and challenge by the Corporation. If a dispute arises regarding these costs, such dispute shall be resolved by non-binding arbitration through the American Arbitration Association. Any such dispute that the parties are unable to resolve in this manner shall be submitted to the Hennepin County District Court and it is hereby agreed that the decision of the arbitration shall be made available to the District Court Judge assigned to hear the dispute for such use as the judge may deem appropriate.

13. Damage or Destruction; Insurance.

(a). The City shall not be required to carry property insurance on the Skyway nor on the Tunnel. In the event that the Skyway or the Tunnel is damaged or destroyed, the City shall reconstruct or repair the Skyway or the Tunnel at the City's sole cost and expense, unless the City shall determine to permanently remove the damaged Skyway or to abandon or close the Tunnel.

(b). The Corporation, or its successors in title to the Grain Exchange Property, shall be required to insure the Skyway Link against damage by fire and other perils commonly covered under an extended coverage endorsement to its full insurable value. The proceeds of such insurance shall be used to repair or rebuild the damaged Skyway Link.

(c). The Corporation, or its successors in title to the Grain Exchange Building, shall maintain comprehensive public liability insurance against claims on account of bodily injury, death or property damage arising from the ownership, construction, repair, operation, or use of the Skyway Link. Such insurance shall have limits of not less than \$1,000,000 per occurrence in respect to bodily injury or death and not less than \$1,000,000 per occurrence in respect to property damage.

(d). The City shall be named as an additional insured in all policies providing the insurance referred to in Subsections (b) and (c) above and shall be furnished a certificate of insurance evidencing such coverage. The insurance contracts required herein shall provide that the City must receive a Notice of Cancellation or Termination at least thirty (30) days prior to cancellation or termination of any insurance contract.

14. Use and Hours of Operation.

The Skyway, the Skyway Link and the Tunnel shall be used exclusively as pedestrian walkways. The use of the Skyway, the Skyway Link and the Tunnel shall be subject to, and limited by the following provisions and restrictions:

(a). The Skyway Link and Tunnel Access Modifications (if and when the Tunnel is constructed), shall remain open during normal operating hours of the Grain Exchange Property, but not less than the followings days and hours:

Monday thru Friday 6:30 a.m. to 6:00 p.m.

and at such other times as the Corporation deems appropriate or as the City and the Corporation may, from time to time, mutually agree.

(b). The Skyway and the Tunnel shall remain open on a schedule to be determined by the City, but at a minimum shall include the hours 6:30 a.m. to 6:00 p.m. on Mondays through Fridays.

(c). The City shall be entitled to temporarily close the Skyway, the Skyway Link and the Tunnel in its discretion during any of the times set forth above as may reasonably be required to make repairs and maintenance with respect to the Skyway, the Skyway Link or the Tunnel. The City, at the request of the Corporation shall temporarily close the Skyway Link when necessary in order for the Corporation to make repairs to its building.

15. Parking Rights

When the Haaf Ramp is opened for public parking, the City agrees, at the Corporation's request, to offer to the Corporation's employees and tenants 100 parking spaces on demand in the Haaf Ramp and, immediately, upon the Corporation's request, fifty (50) spaces in the Gateway Ramp. All of the parking spaces shall be offered on the same terms and conditions and at the same parking rate as similar parking spaces are made available on a monthly basis to the

general public. The terms and conditions under which parking in the ramps is offered to the general public, including the monthly parking fee, are subject to modification from time to time in the City's discretion and the terms and conditions under which the parking is offered hereunder shall be subject to the same modifications.

16. Lien for Maintenance Costs.

If, pursuant to Section 12(b) hereof, the Corporation shall, at any time, be in default for failure to pay Maintenance Costs to the City, then, in addition to any right the City may have to bring an action against the Corporation, the City shall have a lien against the Grain Exchange Property. Such lien shall continue in full force and effect until such Maintenance Costs, together with interest, are paid in full. Such lien shall arise immediately upon the giving of notice by the City to the Corporation demanding payment of such sum of money by the Corporation and asserting said lien against the Grain Exchange Property. If the Corporation shall, fail, upon demand, to pay the City such sum of money, the City may bring an action against the Corporation to foreclose the lien in the same manner as mechanics liens as provided in Minnesota Statutes, Chapter 514, as now enacted or hereafter amended, and costs of such action of foreclosure and reasonable attorneys' fees shall be added to the amount due the City by the Corporation.

17. Termination

Upon sixty (60) days' Written Notice after a default hereunder, a non-defaulting party may terminate this Agreement if

the defaulting party has not by that time cured the default, subject to the following:

(a) Upon termination by the City (i) the Corporation shall promptly detach the Skyway Link from the Skyway and reimburse the City for the costs of restoring and repairing the Skyway at the place of connection, provided that if the Corporation fails to do so within a reasonable time, the City may detach the Skyway Link from the Skyway at the cost and expense of the Corporation, which shall reimburse the City therefor; (ii) the City shall seal the access from the Grain Exchange Building to the Tunnel, and the Corporation shall reimburse the City for the costs thereof.

18. Conveyance.

The Corporation has, by warranty deed, a copy of which is attached hereto as Exhibit E, conveyed to the City the parcel of land described therein, in full consideration for which the City has agreed to credit \$12,000.00 as a partial advance payment of the Grain Exchange Share, as provided in Section 4 of this Agreement. The City has acquired said parcel of land so that a new alley, which extends southerly from Third Street South, may be opened and connected to the existing alley which runs easterly from Fourth Avenue South.

19. Notices

If at any time it is necessary or permissible to give any notice under the terms of this Agreement to the other party, such notice shall be deemed to have been given or served on the third

day after the date it is sent by Certified United States Mail, postage prepaid, addressed as follows:

If to City: City Engineer
Room 203 City Hall
350 South 5th Street
Minneapolis, MN 55415

If to the Corporation: Minneapolis Grain Exchange, Inc.
400 South 4th Street, Suite 130
Minneapolis, MN 55415
Attention: Corporate Secretary

20. Easements Run with The Land

The terms of this Agreement and the easements created hereby shall constitute covenants and easements running with and appurtenant to the land affected, and all such terms and easements shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns and all those who become and remain owners of any portion of the Grain Exchange Property. The term "owner" shall not include any tenant of the Grain Exchange Building, but shall include the holder of any Mortgage of the Grain Exchange Property who now has, or who shall in the future, acquire any interest in the Grain Exchange Property.

21. No Joint Enterprise Formed None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the undersigned in their respective activities and/or businesses or otherwise, nor shall this Agreement cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered to be a separate owner of its own tract of real estate, and neither of the undersigned

shall have the right to act as agent for the other, unless expressly authorized to do so herein or by separate written instrument signed by the person or entity to be charged.

22. Limited Dedication

Nothing in this Agreement shall be deemed to be a dedication of any portion of any of the real estate described herein to the general public, or for the general public, or for any public use whatsoever, save and except as specifically provided for herein. Except as provided for herein, neither the City nor the State nor any other public entity shall by reason of this Agreement, exercise or attempt to exercise any control over the rules and regulations promulgated from time to time for the Grain Exchange Building respecting the presence of the general public within the Building. It is agreed, however, that such rules and regulations shall not unreasonably restrict the ability of pedestrians to pass through the Grain Exchange Building.

23. Due Diligence

Whenever performance is required of any of the undersigned, such entity shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by "Unavoidable Delays", then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this paragraph shall not operate to excuse either of the undersigned from the prompt payment of any monies required by this Agreement. For the purposes of this Agreement, "Unavoidable Delays" means acts of God, war,

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original,

27. Counterparts.

All headings are provided for reference and convenience only and are not intended to be binding or to have any legal effect. The use of the words "herein", "hereof", "hereinafter" or similar words shall be deemed to refer to this Agreement as a whole and not to any particular section or portion of the Agreement, unless otherwise expressly stated.

26. Headings, etc.

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

25. Governing Law

The parties agree to execute such further documents as shall be necessary to perfect or place of record any of the matters herein agreed to.

24. Necessary Documentation

All other causes or events which are beyond any of the undersigned's reasonable control (but unavailability of funds to either of the undersigned is not a cause beyond the undersigned's reasonable control).
civil commotion, embargo, riots, strikes, picketing or other labor disputes, unavailability to any party of labor or materials or damage to work in progress by reason of fire or other casualty and

and all of such counterparts shall together constitute but one and the same instrument.

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

MINNEAPOLIS GRAIN EXCHANGE, INC.

By

President

James H. ...

Approved as to form and Execution:

CITY OF MINNEAPOLIS

By

Mayor

Don ...

Attest

City Clerk

Countersigned:

Finance Officer

Mome ...

John ...

Larry A. ...
Assistant City Attorney

This instrument was drafted by:

Minneapolis City Attorney's Office
300 Lincoln Centre
333 South Seventh Street
Minneapolis MN 55402

EXHIBIT A

The Grain Exchange Property as located by the following addresses:

North Grain Exchange
301 - 4th Avenue South
Mpls., MN

Main Exchange
400 South 4th Street
Mpls., MN

Grain Exchange Annex
412 South 4th Street
Mpls., MN

EXHIBIT B

JERRY HAAF MEMORIAL PARKING RAMP

AREA

TOTAL AREA = 54,595.33 SQ. FT.

1.25 ACRES

PARCEL 1 = 10,916.40 SQ. FT.
0.25 ACRES

PARCEL 2 = 10,388.23 SQ. FT.
0.24 ACRES

PARCEL 3 = 352.00 SQ. FT.
0.01 ACRES

PARCEL 4 = 176.00 SQ. FT.

PARCEL 5 = 21,843.71 SQ. FT.
0.50 ACRES

PARCEL 6 = 10,918.02 SQ. FT.
0.25 ACRES

GAP = 0.98 SQ. FT.

EXHIBIT B

DESCRIPTION

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.

Revised 8-6-91

I hereby certify that this survey and survey plat was performed by me or under my direct supervision and that this survey is a true plat and plan of such survey performed and the information shown is correct to the best of my knowledge and belief. I further certify that I am a duly registered Land Surveyor in the State of Minnesota.

INFORMATION O
SURVEY ORIGIN

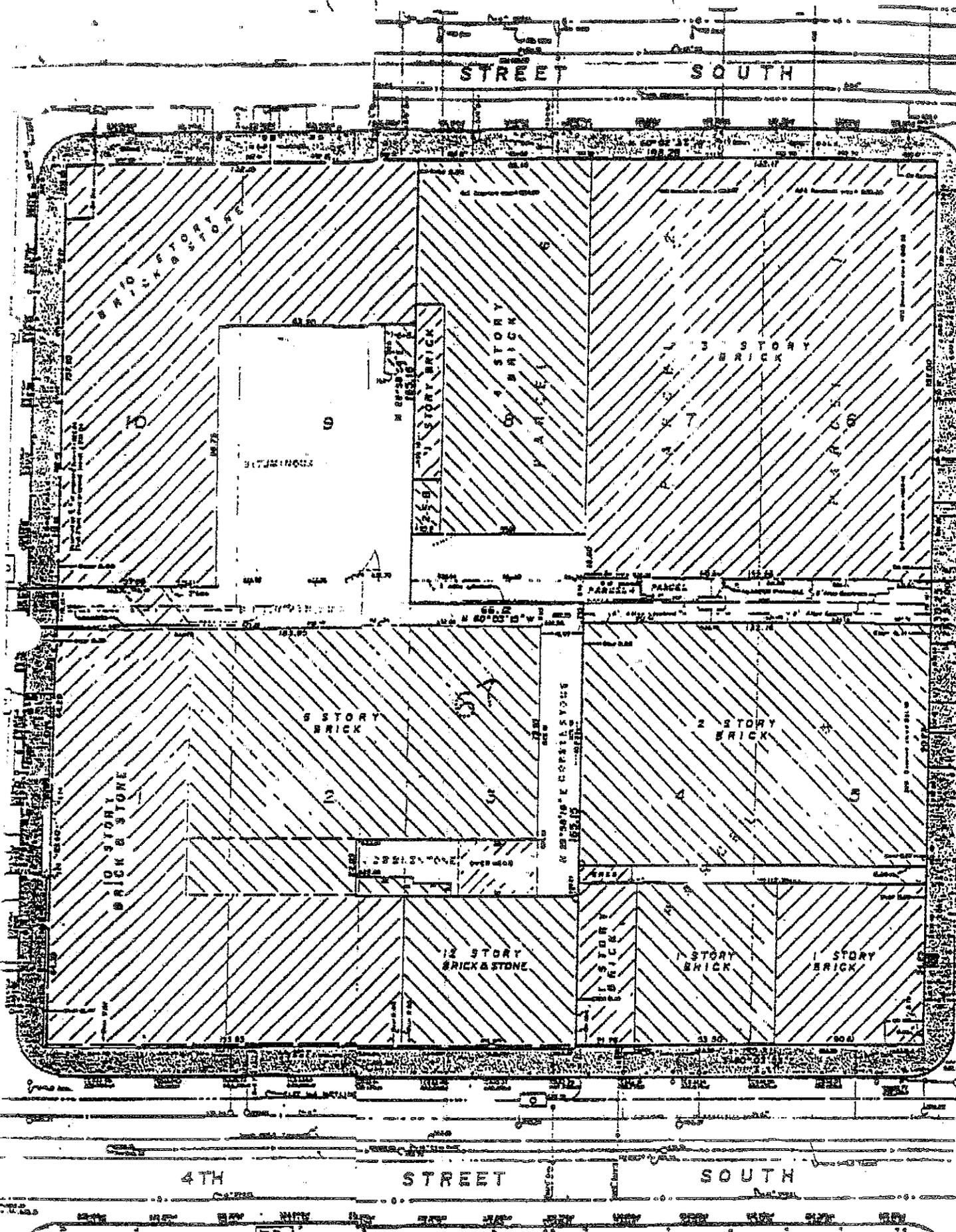
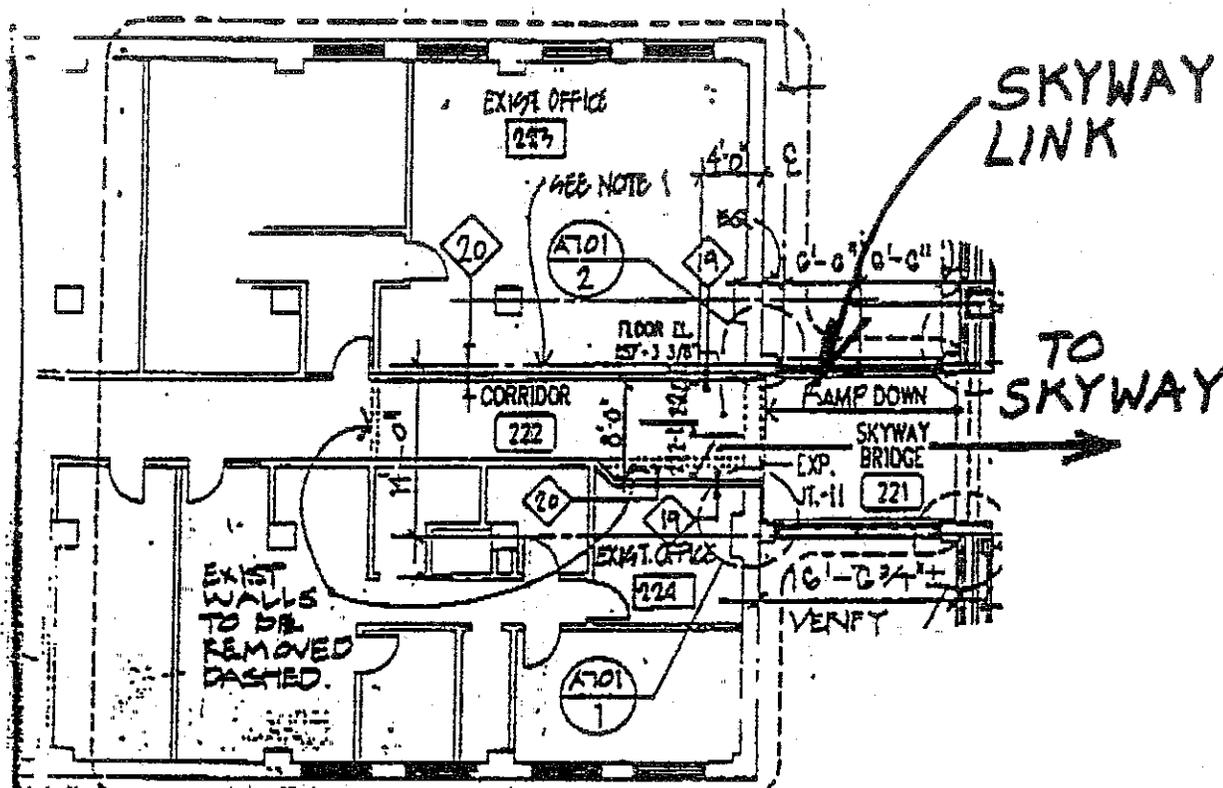


EXHIBIT C

SKYWAY



EXISTING GRAIN EXCHANGE BUILDING



ALL WORK THIS AREA
TO ALTERNATE NO. 13



GRAIN EXCHANGE BUILDING

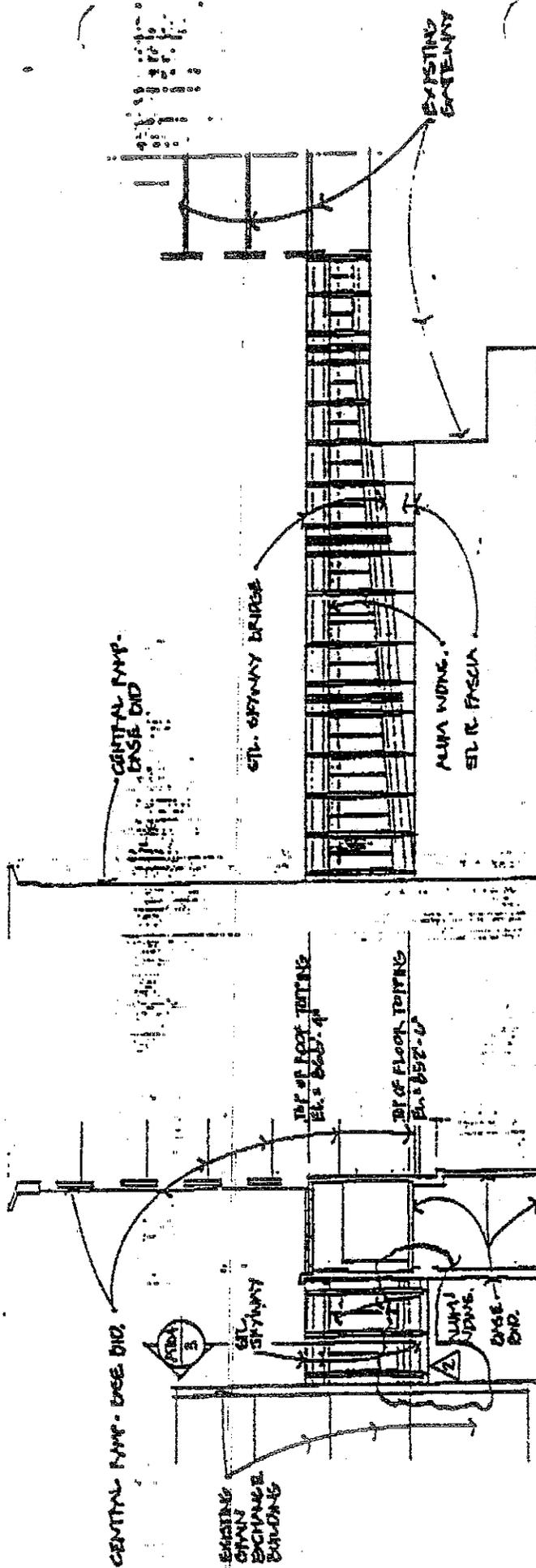
EXHIBIT C

EXISTING GRIDS
1 2

A

2

1



1 NORTH ELEVATION / SECTION
MAY 11 1994

2 EAST ELEVATION
MAY 11 1994

EXHIBIT C

SENT BY:MPLS TRAFFIC ADMIN. ; 1-18-94 ; 1:58PM ;

233 CITY HALL→

8126735013:11

EXHIBIT D

TUNNEL

Form No. 9-M - WARRANTY DEED

Minnesota Uniform Conveyancing Blanks (1978)

Miller-Davis Co Minneapolis

Corporation or Partnership to
Corporation or Partnership

EXHIBIT E

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed () not required
Certificate of Real Estate Value No. _____

_____, 19_____

County Auditor

by _____ Deputy

STATE DEED TAX DUE HEREON: \$ 39.60

Date: _____, 19_____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, Minneapolis Grain Exchange
Minnesota, a non profit corporation under the laws of
Grantor, hereby conveys and warrants to The City of Minneapolis
municipal corporation under the laws of Minnesota, Grantee, a
Hennepin County, Minnesota, described as follows:

The Southeasterly 16.50 feet of the Northeasterly 8.50 feet of the Southwesterly
16.50 feet of Lot 9, Block 67, TOWN OF MINNEAPOLIS, according to the plat of record
thereof.

The Seller certifies that the Seller does not know of any wells on the
described real property.

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Affix Deed Tax Stamp Here

Minneapolis Grain Exchange

By [Signature]
Its President

By _____
Its _____

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

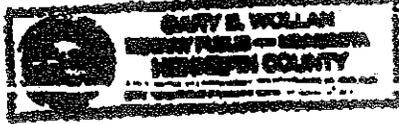
The foregoing was acknowledged before me this 9th day of June, 1993,
by James H. Lindau ~~X~~
the President ~~X~~
of Minneapolis Grain Exchange, a non profit corporation
under the laws of Minnesota, on behalf of the corporation.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

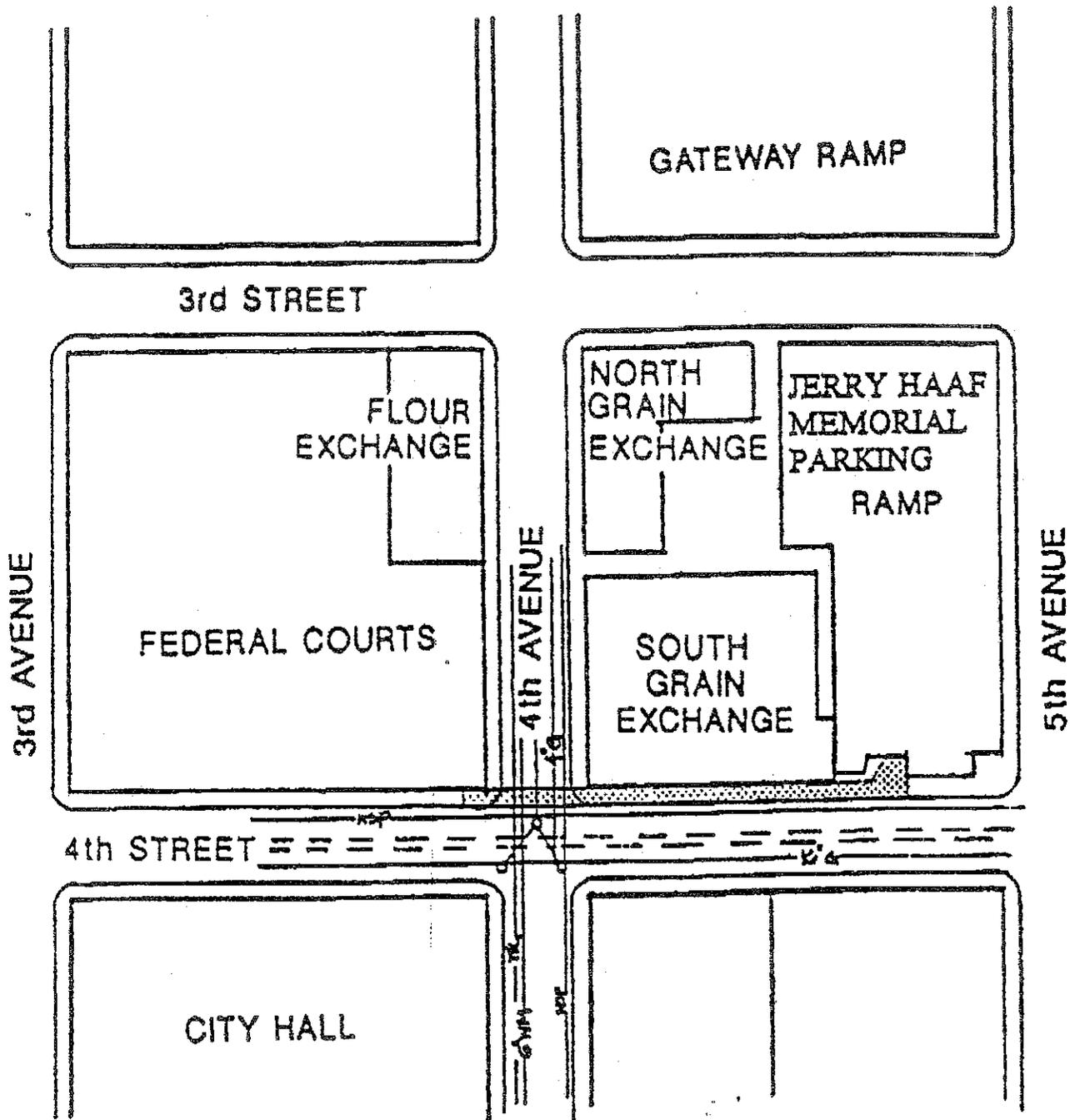
The City of Minneapolis
C/O Department of Public Works/Real Estate
309 2nd Avenue South, Room 300
Minneapolis, MN 55401-2268

NOTARIAL PUBLIC OF MINNESOTA



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

City of Minneapolis
Department of Public Works
309 2nd Avenue South, Room 300
Minneapolis, MN 55401-2268



PROPOSED TUNNEL FROM
 JERRY HAAF MEMORIAL PARKING RAMP
 TO CITY HALL

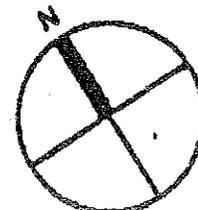


EXHIBIT D

APPENDIX TO SKYWAY/TUNNEL AGREEMENT (CITY CONTRACT NO 3436)1994 MONTHLY SKYWAY AND LINK MAINTENANCE COSTS

	<u>SKYWAY</u>	<u>LINK</u>
I. UTILITIES		
Heating/Cooling	\$129.26	\$37.44
Doors	\$1.30	\$1.73
Lighting	\$48.15	\$7.77
II. MAINTENANCE		
Janitorial	\$35.21	\$35.20
Window Washing	\$33.33	\$16.66
Painting	\$0.00	\$0.00
Carpet Shampoo	\$6.00	\$4.00
Carpet Replacement	\$0.00	\$0.00
Light Bulbs	\$0.00	\$0.00
III. SECURITY		
Security Cameras	\$2.08	\$4.16
Security Patrol	\$59.44	\$47.56
Subtotals	\$314.76	\$154.52
Total		\$469.29

Billing/Payment Schedule
Skyway Tunnel Agreement

1993 Schedule of Payment

<u>Billing Date</u>	<u>Due Date</u>	<u>Month's Actuals</u>
10/6/93	11/3/93	To 10/1
11/3/93	12/1/93	October
12/3/93	1/1/94	November
1/7/94	2/4/94	December

1994 Schedule of Payment

<u>Billing Date</u>	<u>Due Date</u>	<u>Month's Estimated Cost</u>
1/1/94	1/1/94	January
2/1/94	2/1/94	February
3/1/94	3/1/94	March
4/1/94	4/1/94	April
5/1/94	5/1/94	May
6/1/94	6/1/94	June
7/1/94	7/1/94	July
8/1/94	8/1/94	August
9/1/94	9/1/94	September
10/1/94	10/1/94	October
11/1/94	11/1/94	November
12/1/94	12/1/94	December

Maintenance Items

I. Utilities

- A. Heating
- B. Cooling
- C. Electricity
- D. Mechanical Servicing

II. Maintenance

A. Cleaning

- 1. Carpets
- 2. Cleanup
- 3. Windows
- 4. Walls

B. Repairs

- 1. Doors
- 2. Carpets
- 3. Painting
- 4. Lights (including replacement)
- 5. Breakage

III. Security

A. Patrols

B. Cameras (Including Maintenance)

Maintenance of Skyway Link at 100%

Maintenance of Skyway at 25%

Clerk.

T&PW - Your Committee recommends that the proper City Officers be authorized to negotiate and execute a skyway connection agreement with representatives of the Grain Exchange Building for connection of a skyway with the Central Parking Ramp, and that this feature be included in the design and construction of the Ramp.

Adopted. Yeas, 12; Nays none.

Absent - Sayles Belton - 1.

Passed April 10, 1992.

Approved April 16, 1992.

Donald M. Fraser, Mayor.

Attest: Merry Kaefe, City Clerk.

Post-It™ brand fax transmittal memo 7671 # of pages > 38

To <i>Bob Chong</i>	From <i>Greg Finsted</i>
Co.	Co.
Dept.	Phone # <i>673-2411</i>
Fax #	Fax #

