

FIRST AMENDMENT TO
RESTATED RECIPROCAL EASEMENT AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 1987, by and among the City of Minneapolis, hereinafter called "City", a municipal corporation of the County of Hennepin, State of Minnesota, TGA Development, hereinafter called "TGA", a Minnesota Corporation, and Minneapolis Homotel Associates Limited Partnership, herein after called "Homotel", a Minnesota Limited Partnership.

Whereas, the City, TGA and Homotel entered into the "Restated Reciprocal Easement Agreement" on June 15, 1984, to, among other things, provide for the construction, maintenance and repair of improvements, facilities and equipment at Centre' Village; and

Whereas, certain additions and modifications to Centre' Village have been made by the City, TGA and Homotel since the execution of the Restated Reciprocal Easement Agreement; and

Whereas, all Parties wish to amend the Restated Reciprocal Easement Agreement to reflect the most current and existing installation of improvements, facilities, and equipment at Centre' Village providing for their construction, maintenance and repair;

Now, therefore in consideration of the premises and the mutual obligations of the City, TGA and Homotel contained herein, each of them does hereby agree to the following:

Article I
Creation of Additional Easements

The Party or Parties indicated herein grant to the Party or Parties designated the following easements, which easements shall be exclusive or nonexclusive, as hereinafter indicated.

Section 1.1 City easements to TGA. City hereby grants to TGA the following easements.

a. An exclusive easement for the condominium and office lobby ventilation, heating and air conditioning equipment. Such easement for installation, repair and maintenance of all mechanical equipment and associated piping, wiring, insulation, fasteners and supports located generally above the Parking ramp drive-through area on the main level.

b. An exclusive easement for the installation, repair and maintenance of all cable television lines, runs, connections and associated equipment and wiring servicing the Condominiums as located within the Parking Ramp

c. An exclusive easement for the installation, maintenance and repair of the three water main booster pumps and associated wiring and connections servicing the Condominiums and located in the Mechanical Room on Level A.

Section 1.2 City easements to Homotel. City hereby grants to Homotel the following easements.

- a. An exclusive easement for the installation, maintenance and repair of the three water main booster pumps and associated wiring and connections servicing the Hotel and located in the Mechanical Room on Level A.
- b. An exclusive easement for the installation, repair and maintenance of all cable television lines, runs, connections and associated equipment and wiring servicing the Hotel as located within the Parking Ramp.

Section 1.3 City easements to TGA and Homotel

- a. An exclusive easement for maintenance, repair, reconstruction and testing of Emergency Generator #2 (along with the room in which it is located on the main level) and associated runs, wiring, and distribution panel (located in the Mechanical Room on Level A).

Article II
Additional Common Utility Facilities

The following common utility facilities are in addition to those listed in Section 5.e of the Restated Reciprocal Easement Agreement (except with reference to the emergency generators and annunciators) and shall be maintained, repaired and reconstructed by the Party in whose Parcel the work occurs and the expense shall be shared as follows

	TGA (%)	Homotel (%)	City (%)	701
Building signage and directories ¹	33 1/3	33 1/3	33 1/3	
Chill water system	0	100	0	
Emergency Call Service	33 1/3	33 1/3	33 1/3	
Fire alarm system test & maintenance	33 1/3	33 1/3	33 1/3	
Hotel safety devices	0	100	0	
Condominium annunciator	100	0	0	
Emergency Generator #2	0	0	100	
Emergency Generator #1	50	50	0	
LOBBY		50	50	

¹Except "Embassy Suites" signage on Ramp which is sole responsibility of Homotel.

SKYWAY (2) 33 1/3 33 1/3 33 1/3

Article III
Emergency Systems

Section 3.1 TGA and Hometel will each secure, and update as necessary, a High Rise Evacuation Plan covering their respective Parcels.

This plan shall be approved by the Minneapolis Fire Department in accordance with existing requirements.

Section 3.2 The City will be responsible for maintaining a 24 hour/day central station call service with the cost thereof shared equally by all Parties as listed in Article II, above.

Section 3.3 The City will test and maintain the main fire alarm control panel, main lobby annunciator and other associated devices located within the Parking Ramp with the cost thereof shared equally by all Parties as listed in Article II, above. Hotel fire alarm devices and Hotel area annunciator located within the Hotel will be the sole responsibility of Hometel. Circuits leading to and from the main lobby annunciator to the Hotel will be the sole responsibility of the Hometel. Circuits leading to and from the main lobby annunciator to the Condominium annunciator, as well as the Condominium annunciator, will be the sole responsibility of TGA. Condominium fire alarm devices and the condominium area control panel located within the Condominium Parcel will be the sole responsibility of TGA. See attached schematic by JSF (Ellerbe Electrical Engineering dated 6/11/87, Exhibit A.

Section 3.4 Emergency Generator #2 along with the room in which it is housed and its distribution panel located in the Mechanical Room on Level A shall be maintained, repaired, serviced and tested by TGA and Hometel with the cost thereof shared on an equal basis between TGA and Hometel. Hometel will insure this generator with the cost of insurance shared equally by Hometel and TGA.

Section 3.5 The Service Switch Board servicing the Parking Ramp and Condominiums shall be maintained, repaired and tested by the City with the cost thereof shared on an equal basis between TGA and the City.

Section 3.6 The Service Switch Board servicing the Condominiums and the Hotel shall be maintained, repaired and tested by the City with the cost thereof shared on an equal basis between TGA and Hometel.

Section 3.7 Stair pressurization equipment will be maintained, serviced and tested by the Party in whose Parcel the equipment is located.

Section 3.8 Hotel atrium smoke purging systems will be maintained, serviced and tested by Hometel.

Elect.
Procedur
Maint



Section 3.9 All other electrical equipment, distribution panels, automatic transfer switches and switch boards will be maintained, repaired, serviced and tested by the Party in whose Parcel the work is done. See attached schematic by JSF (Ellerbe Electrical Engineering) dated 6/2/86, Exhibit B.

Article IV
Amended Skyway Agreement

Review →

The skyway maintenance, cleaning, and repair including all glass, doors, carpeting, woodwork, hardware, lighting, and mechanical, heating, electrical and air conditioning systems will be carried out by the City and two thirds (2/3) of the cost thereof will be the obligation of TGA and Hometel from the northerly boundary of the Seventh Street Skyway to the closure point of the skyway just south of the Condominium elevators. Although not a party to this agreement, it is anticipated that the owners of the building located at 701 4th Avenue South will be obligated for the remaining one third (1/3) of this cost.

In witness whereof, this agreement has been executed and delivered as of the date first written above.

CITY OF MINNEAPOLIS

By: _____
Mayor

ATTEST: _____
City Clerk

COUNTERSIGNED: _____
Finance Officer

MINNEAPOLIS HOMETEL ASSOCIATES
LIMITED PARTNERSHIP

BY: _____
Managing Partner

TGA DEVELOPMENT, INC.

BY: _____
President

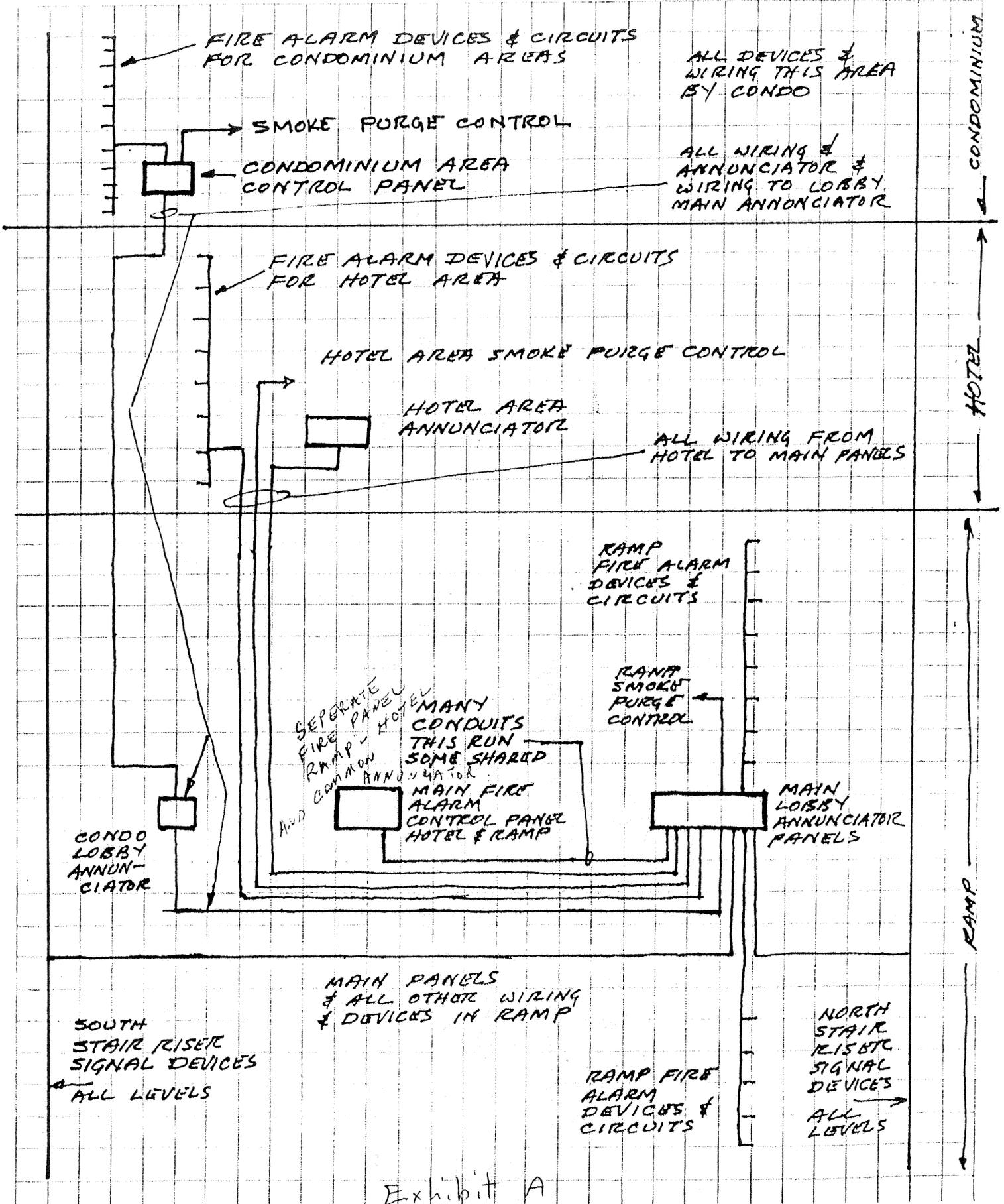


Exhibit A

Ellerbe Electrical Engineering

PROJECT: CENTRE VILLAGE

FILE CODE: _____

COMM. NO.: 8106-842

BY: JSF

DATE: ~~5-8-86~~
6-2-86

