

GITTLEMAN

MANAGEMENT • MAINTENANCE • CONSTRUCTION

GITTLEMAN MANAGEMENT CORPORATION • GITTLEMAN CONSTRUCTION CORPORATION

October 27, 2003

Ms. Marcy Schulte
Conway+Schulte Architects
113 Washington Ave. N.
Minneapolis, MN 55401

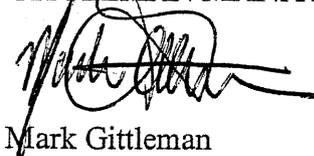
Dear Marcy:

Please find enclosed the lease agreement which governs the use of the portion of the alley owned by the 701 Building. I am going to make arrangements to have this document recorded by Best and Flanagan. We should have some follow up conversation among stakeholders about whether the lease allows for the work that we are contemplating without 701 Building approval.

Even if we determine that this requires their approval, I would think that they would support this as long as it does not adversely effect their delivery trucks.

Yours truly,

GITTLEMAN MANAGEMENT CORPORATION



Mark Gittleman

MDG: mdg

Enclosure

cc w/ enclosure: Paul Kuehn
Tony Stone
Bill Hanchow
Pete McCulloch
Walter Graff, Best and Flanagan

CONSTRUCTION AND MAINTENANCE AGREEMENT
AND COVENANT

3630
APPROVED BY CITY COUNCIL

JAN 29 1993
19
City Clerk

THIS AGREEMENT, made this 29th day of October, 1993, between the City of Minneapolis, a municipal corporation, in the County of Hennepin, State of Minnesota, herein called the "City" and Centre Village Condominium Association, a nonprofit corporation organized and existing under the laws of the State of Minnesota, and Commerce at Centre Village, a partnership under the laws of the State of Minnesota, and Minneapolis Homotel Associates Limited Partnership, a Minnesota limited partnership, herein collectively referred to as "abutting owners".

RECITALS

Centre Village Condominium Association, a nonprofit corporation organized and existing under the laws of the State of Minnesota, is the owner of certain real property located in the City of Minneapolis, County of Hennepin, State of Minnesota, legally described as follows:

All that part of the following described parcel of land lying above an elevation of 990.50 feet and below 1072.00 feet, N.G.V.D. - 1929 Sea Level Datum:

That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 29 North, Range 24 West, Minneapolis, Minnesota including the vacated portion of a city alley, lying within the following described boundaries to wit: Commencing at the intersection of the southwesterly line of Seventh Street South with the Northwesternly line of Fifth Avenue South; thence Northwesternly along the Southwesterly line of said Seventh Street South to a point which is 165.00 feet Southeasterly of the intersection of the Southwesterly line of said Seventh Street South with the Southeasterly line of Fourth Avenue South, as measured along said Southwesterly line of Seventh Street South; thence Southwesterly parallel with the Southeasterly line of said Fourth Avenue South for 155.00 feet more or less to the Northeasterly line of the city alley; thence Southeasterly along said alley line to its intersection with a line drawn parallel with and 145.00 feet Northwesternly of the Northwesternly line of Said Fifth Avenue South, as measured along the Northeasterly line of Eighth Street South; thence Southwesterly along said line parallel with Fifth Avenue South 175.00 feet more or less to the Northeasterly line of said Eighth Street South; thence Southeasterly along the Northeasterly line of said Eighth Street South 145.00 feet to its intersection with the Northwesternly line of said Fifth Avenue

South; thence Northeasterly along the Northwesterly line of said Fifth Avenue South to the point of commencement.

Part of the above parcel being registered property, as is evidenced by Certificates of Title as attached hereto and incorporated herein by this reference as C, and more particularly described as follows:

That part of the West half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section twenty-six (26) Township twenty-nine (29) North, Range twenty-four (24) West of the Fourth Principal Meridian, described as follows: Commencing at the intersection of the Northeasterly line of Eighth Street South with the Northwesterly line of Fifth Avenue south in the City of Minneapolis in said County and State; thence Northwesterly along said eighth Street South one hundred forty-five (145) feet; thence Northwesterly parallel with said Fifth Avenue South one hundred sixty-five (165) feet; thence Southeasterly parallel with said Eighth Street South one hundred forty-five (145) feet; thence Southwesterly to place of beginning, excepting the part taken for alley.

(hereinafter referred to
as "Condominium Property")

Commerce at Centre Village , a partnership organized and existing under the laws of Minnesota is the owner of certain real property located in the City of Minneapolis, County of Hennepin, State of Minnesota, legally described as follows:

All that part of the following described parcel of land lying above an elevation of 1072.00 feet, N.G.V.D. - 1929 Sea Level Datum:

That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 29 North, Range 24 West, Minneapolis, Minnesota including the vacated portion of a city alley, lying within the following described boundaries to wit: Commencing at the intersection of the Southwesterly line of Seventh Street South with the Northwesterly line of Fifth Avenue South; thence Northwesterly along the Southwesterly line of said Seventh Street South to a point which is 165.00 feet Southeasterly of the intersection of the Southwesterly line of said Seventh Street South with the Southeasterly line of Fourth avenue south, as measured along said Southwesterly line of Seventh Street South; thence Southwesterly parallel with the Southeasterly line of said Fourth Avenue South for 155.00 feet more or less to the Northeasterly line of the city alley; thence Southeasterly along said alley line to its intersection with a line drawn parallel with and 145.00 feet Northwesterly of the Northwesterly line of said Fifth Avenue South, as measured along the Northeasterly line of Eighth Street South; thence Southwesterly along said line parallel with Fifth Avenue South 175.00 feet more or less to the Northeasterly line of said Eighth Street South; thence Southeasterly along the Northeasterly line of said Eighth Street South 145.00 feet to its

intersection with the Northwesterly line of said Fifth Avenue South; thence Northeasterly along the Northwesterly line of said Fifth Avenue South to the point of commencement.

Part of the above parcel being registered property, as is evidence by Certificate of Title No. 667408, and more particularly described as follows:

That part of the West half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section twenty-six (26) Township twenty-nine (29) North, Range twenty-four (24) West of the Fourth Principal Meridian, described as follows: Commencing at the intersection of the Northeasterly line of Eighth Street South with the Northwesterly line of Fifth Avenue south in the City of Minneapolis in said County and State; thence Northwesterly along said eighth Street South one hundred forty-five (145) feet; thence Northwesterly parallel with said Fifth Avenue South one hundred sixty-five (165) feet; thence Southeasterly parallel with said Eighth Street South one hundred forty-five (145) feet; thence Southwesterly to place of beginning, excepting the part taken for alley.

(hereinafter referred to

as "Commerce Property")

Minneapolis Hometel Associates Limited Partnership, a Minnesota limited partnership, is the owner of certain real property located in the City of Minneapolis, County of Hennepin, State of Minnesota, legally described as follows:

All that part of the following described parcel of land lying below an elevation of 990.50 feet, N.G.V.D. - 1929 Sea Level Datum:

That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 29 North, Range 24 West, Minneapolis, Minnesota including the vacated portion of a city alley, lying within the following described boundaries to wit: Commencing at the intersection of the southwesterly line of Seventh Street South with the Northwesterly line of Fifth Avenue South; thence Northwesterly along the Southwesterly line of said Seventh Street South to a point which is 165.00 feet Southeasterly of the intersection of the Southwesterly line of said Seventh Street South with the Southeasterly line of Fourth Avenue South, as measured along said Southwesterly line of Seventh Street South; thence Southwesterly parallel with the Southeasterly line of said Fourth Avenue South for 155.00 feet more or less to the Northeasterly line of the city alley; thence Southeasterly along said alley line to its intersection with a line drawn parallel with and 145.00 feet Northwesterly of the Northwesterly line of Said Fifth Avenue South, as measured along the Northeasterly line of Eighth Street South; thence Southwesterly along said line parallel with Fifth Avenue South 175.00 feet more or less to the Northeasterly line of said Eighth Street South; thence Southeasterly along the

Northeasterly line of said Eighth Street South 145.00 feet to its intersection with the Northwesterly line of said Fifth Avenue South; thence Northeasterly along the Northwesterly line of said Fifth Avenue South to the point of commencement.

Part of the above parcel being registered property, as is evidence by Certificate of title No. 667408, and more particularly described as follows:

That part of the West half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section twenty-six (26) Township twenty-nine (29) North, Range twenty-four (24) West of the Fourth Principal Meridian, described as follows: Commencing at the intersection of the Northeasterly line of Eighth Street South with the Northwesterly line of Fifth Avenue south in the City of Minneapolis in said County and State; thence Northwesterly along said eighth Street South one hundred forty-five (145) feet; thence Northwesterly parallel with said Fifth Avenue South one hundred sixty-five (165) feet; thence Southeasterly parallel with said Eighth Street South one hundred forty-five (145) feet; thence Southwesterly to place of beginning, excepting the part taken for alley.

(hereinafter referred to
as "Hotel Property")

The City of Minneapolis, a municipal corporation under the laws of the State of Minnesota (City), has a leasehold interest for a period of 99 years in accordance with the certain Lease by and between the City of Minneapolis and Venture 701 Limited Partnership (Lease), which lease is attached hereto and incorporated herein by this reference as Exhibit A, in and to certain real property legally described as follows:

The southeasterly 9.70 feet of the northeasterly 110.00 feet of the following described property:

That part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 29, Range 24, Hennepin County, Minnesota described as follows: Beginning at the intersection of the southwesterly line of Seventh Street South with the southeasterly line of Fourth Avenue South; thence southeasterly along said southwesterly line of Seventh Street South a distance of 165.00 feet; thence southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 165.00 feet; thence northwesterly parallel with said southwesterly line of Seventh Street South to an intersection with said southeasterly line of Fourth Avenue South; thence northeasterly along said southeasterly line of Fourth Avenue South to the point of beginning; except the following two parcels:

that part of the above described tract taken for alley purposes, as shown in Document No. 886827;

and that part of the above described tract which lies southerly of the following described line:

commencing at the intersection of the southwesterly line of Seventh Street South with the southeasterly line of Fourth Avenue South; thence southeasterly along said southwesterly line of Seventh Street South a distance of 165.00 feet; thence southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 1450.00 feet to a point hereinafter referred to as point A; thence continuing southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 10 feet; thence northwesterly parallel with said southwesterly line of Seventh Street South a distance of 10 feet, to a point hereinafter referred to as point B; thence in an easterly direction to the aforesaid point A, said point A being the actual point of beginning of the line to be described; thence westerly along a line that extends between points A and B and its extension westerly to its intersection with the line drawn parallel with and 10 feet northeasterly of, as measured at right angles to, the center line of the alley as opened by Document No. 886827, and there terminated.

Together with any and all air rights associated with said property.

(hereinafter referred to
as "Leasehold Property")

NOW, THEREFORE, the parties hereby agree as follows:

The City will provide or pay the cost of providing all labor and materials necessary to remove, replace, or alter existing bituminous or other impervious surface on the Leasehold Property, including any sidewalk, curb or gutter and to change, as necessary, any existing underground utilities within the Leasehold Property (excluding the cost of new electrical conduit, if any) so as to comply with the plan (Plan) for improvement attached hereto and incorporated by this reference as Exhibit B. The City shall be responsible for the maintenance of bituminous or other impervious surface during the term of the Lease.

The abutting owners, shall be responsible for providing the electrical, landscaping and signage components of the Plan in accordance with the Plan the requirements of the Lease.

The abutting owners shall pay to the City monthly, upon invoice, the value of six of the reserved parking stalls made available to landlord under

paragraph 4 of the Lease. Such invoices shall be at the same monthly rate as is then being charged to residents of the Centre Village Condominiums.

The abutting owners shall be responsible for reimbursing the City for any annual cash payment in an amount equal to the ad valorem and/or other taxes payable on the Leasehold Property which the City may become obligated to pay under paragraph 4 of the Lease.

The abutting owners shall be responsible for reimbursing the City for any amounts which the City may become obligated to pay for window washing under paragraph 4 of the Lease.

The abutting owners shall be responsible for providing all labor and materials necessary to maintain the Leasehold Property in accordance with paragraph 6 of the Lease. The abutting owners, jointly and severally, shall defend, indemnify and hold harmless the City for any and all claims, demands, or causes of action whatsoever arising from failure or alleged failure to maintain the Leasehold Property.

In consideration of the City's making certain improvements to the Leasehold Property as herein described and in consideration of the mutual benefits enjoyed by the abutting owners associated with the City's lease of the Leasehold Property, and in order to assure the benefits for themselves, their heirs, successors and assigns for the term of the Lease including any renewals thereof, the abutting owners hereby agree that this Agreement and Covenant may be recorded as a covenant by any party to this agreement and, in such event, shall run with the land and shall be binding upon the undersigned abutting owners as grantors, their heirs, successors and assigns, jointly and severally as the case may be. The City shall retain all rights and remedies at law or at equity for enforcement of this agreement, notwithstanding the recording of this Agreement and Covenant.

This Agreement and Covenant shall be coterminous with the Lease and any extensions or renewals thereof.

Exhibit A

LEASE

This lease is made as of the 29th day of October, 1993, by and between Venture 701 Limited Partnership ("Landlord") and the City of Minneapolis, a municipal corporation under the laws of Minnesota, ("Tenant").

WITNESSETH THAT:

1. Premises. Landlord, subject to the terms and conditions hereof, hereby leases to Tenant certain real property ("Property"), legally described as follows:

The southeasterly 9.70 feet of the northeasterly 110.00 feet of the following described property:

That part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 29, Range 24, Hennepin County, Minnesota described as follows: Beginning at the intersection of the southwesterly line of seventh Street South with the southeasterly line of Fourth Avenue South; thence southeasterly along said southwesterly line of Seventh Street South a distance of 165.00 feet; thence southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 165.00 feet; thence northwesterly parallel with said southwesterly line of Seventh Street South to an intersection with said southeasterly line of Fourth Avenue South; thence northeasterly along said southeasterly line of Fourth Avenue South to the point of beginning; except the following two parcels:

that part of the above described tract taken for alley purposes, as shown in Document No. 886827;

and that part of the above described tract which lies southerly of the following described line:

commencing at the intersection of the southwesterly line of seventh Street South with the southeasterly line of Fourth Avenue South; thence southeasterly along said southwesterly line of Seventh Street South a distance of 165.00 feet; thence southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 145.00 feet to a point hereinafter referred to as point A; thence continuing southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 10 feet; thence northwesterly parallel with said southwesterly line of Seventh Street South a distance of 10 feet, to a point hereinafter referred

to as point B; thence in an easterly direction to the aforesaid point A, said point A being the actual point of beginning of the line to be described; thence westerly along a line that extends between points A and B and its extension westerly to its intersection with the line drawn parallel with and 10 feet northeasterly of, as measured at right angles to, the center line of the alley as opened by Document No. 886827, and there terminating.

together with any and all air rights associated with said property.

2. Term. Tenant leases the Property from Landlord, upon the terms and conditions contained herein for the term of 99 years. Such term shall commence on the ____ day of _____, 1993, and shall end on the ____ day of _____, 2092.

Term of Lease.

If Tenant remains in possession of the Premises after the Term without Landlord's consent, Landlord shall be entitled to all remedies available at law or in equity, including the right to elect to treat Tenant as a tenant from month to month, subject to all provisions of this Lease but with Base Rent at twice the rate charged during the previous Lease Year.

3. Use of Property. The Property shall be used for a landscaped pedestrian walkway and for such other activity which Landlord shall permit in writing. Permission for other activities may be withheld by Landlord in its sole discretion. Tenant shall not use or occupy the same or knowingly permit them to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would cause structural injury to the Improvements on the adjoining premises or cause the value of usefulness of the Property or the adjoining premises or any portion thereof substantially to diminish

(reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall not use the Property for the production, storage, emission, deposit or disposal of toxic, dangerous or hazardous substances or pollutants, which substances or pollutants, if found on the Property, might subject Landlord to any damages, penalties or liabilities under applicable federal, state or law or which might adversely affect Landlord's adjoining property. Tenant agrees that it will promptly, upon discovery of any such use (1) take all necessary steps to compel the discontinuance of such use and (2) promptly remediate any harm or damage that may have occurred to the Property or Landlord's adjoining property.

4. Rent. In consideration for the use of the Property, Tenant agrees that such Property shall be used for essential public and governmental purposes which use will qualify the Property to be exempt from all ad valorem taxes pursuant to Minn. Stat. §459.14 Subdivision 8. In the event the Property fails to qualify for such exemption at any time during this lease, tenant agrees to pay Landlord an annual cash payment in an amount equal to the ad valorem and/or any other taxes payable with respect to the Property. In addition to the foregoing covenant, Landlord shall receive the use of nine reserved parking stalls located on the first basement level below the first floor of the Centre Village Ramp (all as shown as attached Exhibit B) without cost to the Landlord, to be used by the Landlord in its sole discretion. Tenant shall also pay to Landlord upon request from time to time

the additional cost of window washing, if any, on the east side of the Craig Hallum Center resulting from Tenant's improvements to the Property as set forth in Exhibit A.

It being the intention and purpose of the respective parties hereto that this Lease shall be a "Net Lease" and that all rental shall be paid to Landlord without diminution, the parties agree that all cost or expense of whatever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen and of every kind and nature whatsoever that may be necessary or appropriate in connection with the operation of the Property and all improvements erected thereon and the Tenant's authorized use thereof during the entire term of this Lease Agreement, shall be paid by Tenant and all provisions of this Lease Agreement relating to impositions, charges or other expenses are to be construed in light of such intention and purpose that this Lease Agreement be a "Net Lease".

5. Covenants of Parties.

A. Tenant agrees that Landlord, its employees, and any other pedestrians shall have free access to and from the common area accessways from time to time existing in the building adjacent to the west side of the Property, which building is commonly known and herein referred to as the "Craig Hallum Center" during such times as those common areas are otherwise open. Free access includes the use of the Property as a walkway leading to the east entrance of the Craig Hallum Center. Such walkway and entrance are specified in detail in Exhibit A incorporated herein by reference.

B. Tenant agrees that no completed improvements made to the subject Property nor any other post-construction activity of Tenant shall interfere with Landlord's access and use of a loading dock located near the Property. Upon completion of the improvements the alleyway shall remain one-way from 7th Street to 4th Avenue South.

C. Tenant agrees to allow Landlord to bring onto the Property any materials, equipment and laborers which may be necessary in order for Landlord to wash the windows or perform other maintenance, repair or rebuilding of the Craig Hallum Center or the improvements associated therewith. Landlord may bring such materials, equipment and laborers onto the property for such purposes at any time. Landlord agrees to use commercially diligent efforts to avoid damage to the Property in the performance of activities under this paragraph.

D. Tenant agrees that all damages to Craig Hallum Center caused by any activity of Tenant in connection with the improvement and repair of the Property shall be the liability of Tenant and Tenant shall promptly repair such damages upon 20 days written notice from Landlord. If Tenant does not commence and complete such repairs promptly after receiving notice Landlord may make the repairs and Tenant shall, upon billing, immediately reimburse Landlord for the reasonable cost thereof, together with an additional 15% of such costs to cover Landlord's costs associated with supervising such work.

6. Maintenance.

A. Tenant, shall be responsible for all cost and expense, throughout the Term of this Lease Agreement, of maintaining the Property and all improvements thereon in good order and condition, and making all necessary repairs thereto, ordinary and extraordinary, foreseen and unforeseen of every nature, kind and description. When used in this Article the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. The necessity for or adequacy of repairs shall be measured by the standards which are appropriate for buildings of similar construction and class to the Craig Hallum Center, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to any building or other improvement erected on the Property including repairs on the property necessary to prevent damage to the improvements on Landlord's adjoining property.

B. Tenant shall put, keep and maintain all portions of the Property and the Parking areas, sidewalks, curbs, entrances, passageways and all areas adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

C. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Property or any improvements erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the

Property and the Improvements and Tenant hereby waives any rights created by any law now or hereafter in force to make repairs to the Property or Improvements at Landlord's expense.

D. Landlord shall have the right to enter the Property to make periodic inspections during normal business hours as it deems necessary or appropriate.

7. Utilities. From and after the effective date of this Lease, Tenant will pay for all charges for utilities, including, but not limited to, water, electricity, light, heat, gas, power, sewer, steam or other utilities furnished to the Property.

8. Assignment and Sublease. The Tenant shall not assign this Lease, either in whole or in part, or sublet, mortgage, encumber or otherwise transfer the leasehold interest of Tenant or any interest therein without the Landlord's prior written consent thereto, which consent may be withheld in Landlord's sole discretion. Landlord shall have the right to sell, convey, transfer and assign, in whole or in part, all its rights and obligations hereunder and in the project and Property referred to herein, and in such event, no further liability or obligations shall thereafter accrue against Landlord hereunder. Tenant agrees to attorn to such transferee.

9. Subordination.

A. This Lease shall be subject and subordinate to the lien of any mortgage which may be placed upon the Property or any portion thereof by Landlord, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instruments of subordination

need be requested by any mortgagee; provided, however, that Tenant's obligation to subordinate its leasehold interest hereunder to the lien of any such mortgage shall be subject to the mortgagee thereunder agreeing that in the event of foreclosure or assignment of deed in lieu of foreclosure thereof, said mortgagee shall continue the rights of Tenant pursuant to this Lease and shall not terminate or disturb Tenant's rights hereunder except after a default by Tenant and then only in accordance with the provisions hereof. In confirmation of such subordination, however, Tenant shall at Landlord's request execute promptly any appropriate certificate, instrument or other document that Landlord may request. In the event of the enforcement by the mortgagee under any such mortgage of the remedies provided for by law or by such mortgage, Tenant will, upon request of any person or parties succeeding to the interest of Landlord as a result of such enforcement, automatically attorn to and become the Tenant of such successor interest without change in the terms of other provisions of this Lease. Tenant shall execute and deliver any instrument or instruments confirming the attornment herein provided for.

B. At Landlord's request, Tenant will, from time to time, execute and deliver either an estoppel certificate addressed to any mortgagee, assignee, or transferee of Landlord or any other agreement certifying as to information required by such mortgagee, assignee or transferee and agreeing to such notice provisions and other matters as any mortgagee may reasonably require in connection with Landlord's financing. If Tenant shall fail to respond within

ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have granted Landlord a power of attorney to prepare such an estoppel certificate and Tenant shall be deemed to have admitted the accuracy of any information supplied by Landlord to any such mortgagee, including that this Lease is in full force and effect and, that there are no uncured defaults in Landlord's performance under this Lease.

10. Compliance with Laws. Throughout the Demised Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly remove any violation of, and shall promptly comply with, any and all present and future laws and ordinances and the orders, rules, regulations and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulation of the State or local fire marshall where the Property is situated or any other body hereafter constituted and exercising similar functions, which may affect or be applicable to the Property or any part thereof, or the sidewalks, curbs, passageways, alleys, entrances the use or manner of use of the Property or any part thereof, and whether the correction or removal so necessitated shall have been foreseen or unforeseen, or whether or not the same shall involve extraordinary construction or other disposition.

11. Mechanic's Liens. Tenant agrees to keep the Property free from any liens or claims for damages arising from any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant shall indemnify and hold harmless

Landlord from any such liens or claims. Tenant shall reimburse Landlord for any legal costs incurred by Landlord in connection with any such lien or claim.

12. Insurance. Landlord hereby acknowledges that Tenant is a self-insured municipal corporation.

13. Liability and Indemnity. Except for individuals occupying the Property at the direction of or authorized by Landlord, Landlord shall not be responsible or liable to Tenant for any loss or damage which occurs through the acts or omissions of any persons occupying the Property for any reason. Nor shall Landlord be held liable for any loss or damage resulting to Tenant, its agents, servants, employees, contractors, licensees, or invitees, or Tenant's personal property from any cause whatsoever. Tenant shall be liable for any damage or claim which may result to the Craig hallum Center from the improvement, maintenance repair of the subject Property. Tenant shall defend, indemnify and save Landlord harmless from all liability which may be imposed against Landlord for any reason save the gross negligence or willful misconduct of Landlord. Nothing herein shall be deemed to waive the applicable limitations and immunities of Minn. Stat. Chapter 466.

14. Default.

If: Tenant shall fail to pay any payment required under this Lease within five (5) days of the date the same is due, Tenant shall pay a monthly late fee to offset the additional expenses incurred by Landlord in dealing with late payments. The monthly late fee shall be equal to five percent (5%) of the late payment.

If: (i) Tenant's interest in the premises is sold under execution or similar legal process, or (ii) Tenant is adjudicated a bankrupt or insolvent and such adjudication is not vacated within thirty (30) days, or (iii) a receiver or trustee is appointed for Tenant's business or property and such appointment is not vacated within thirty (30) days, or (iv) a reorganization of Tenant or any arrangement with its creditors is approved by a court under the Federal Bankruptcy Act, or (v) Tenant makes an assignment for the benefit of creditors, or (vi) Tenant's interest under this Lease shall pass to another by operation of law, then Tenant shall be deemed to have breached a material covenant of this Lease and Landlord may re-enter the Premises and declare this Lease to be terminated.

If: (i) Tenant fails to pay any amount due under this Lease within five (5) days after the date the payment is due, or (ii) Tenant fails to keep or perform any of the other terms, conditions or covenants of the Lease for more than thirty (30) days after notice of such failure shall have been given to Tenant; (however, where a cure is not reasonably possible within that period Tenant shall be entitled to additional time to effect a cure, but not beyond thirty (30) additional days, so long as Tenant promptly commences acts reasonably calculated to effect a cure and thereafter diligently prosecutes those acts to completion); then Landlord, besides any other rights or remedies it may have at law or in equity, may either (a) terminate this Lease upon the expiration of five (5) days after written notice is given to

Tenant, in which event the Term shall end on the date set forth in that notice, or (b) re-enter the Premises in accordance with applicable law, dispossess Tenant and/or other occupants of the Premises, remove all property from the Premises and store the same in a public warehouse or elsewhere at Tenant's expense, and hold the Premises without becoming liable for any loss or damage which may be occasioned thereby. Tenant agrees that such re-entry by Landlord shall not be construed as an election on Landlord's part to terminate this Lease, that right, however, being continuously reserved by Landlord. Landlord shall not be deemed to have elected to terminate this Lease unless Landlord provides Tenant with written notice of that election.

If Landlord elects to re-enter the Premises, Landlord may make such alterations and repairs as may be reasonably necessary in order to relet the Premises, and relet all or part of the Premises for such period (which may extend beyond the Term of this Lease), at such rental and upon such other terms and conditions as Landlord in its reasonable discretion believes appropriate. All sums received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage and attorneys' fees and of costs of such alterations and repairs; third, to the payment of Rent, and other charges due and unpaid hereunder; and the residue, if any, shall be applied in payment of future payments for which Tenant is responsible as they become due hereunder. If the

sums so received during any month are less than the amounts due during that month, Tenant shall pay the deficiency; if such sums are greater, Tenant shall have no right to the excess. The deficiency shall be calculated and paid monthly. Notwithstanding any such re-entry by Landlord, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

No waiver by Landlord or Tenant of performance by the other party shall be considered a continuing waiver or shall preclude Landlord or Tenant from exercising its rights in the event of a subsequent default. No acceptance by Landlord of a partial payment tendered by Tenant shall be deemed to be a waiver of the balance of the amount due even if the tender states that acceptance will constitute payment in full.

15. Waiver. Waiver by Landlord of any default in performance by Tenant of any of the terms or conditions of this lease agreement shall not be deemed a continuing waiver of that default or subsequent default.

16. Termination. In the event that the Craig Hallum Center is damaged or destroyed by fire, casualty or at the will of the owner thereof to an extent greater than 50% of its full replacement value during the Term of this Lease, Landlord may elect to terminate this Lease by giving to Tenant a written notice within sixty (60) days after such damage or destruction. In the event that Landlord elects to terminate this Lease, as set forth in this paragraph, all

of Tenant's obligations under the Lease, including, but not limited to, the obligation to pay rent, shall cease.

17. Condemnation.

A. If, during the Demised Term of this Lease, the entire Property shall be taken as the result of the exercise of the power of eminent domain (hereinafter referred to as the "Proceedings"), this Lease and all right, title and interest of the Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings. Any award made pursuant to the Proceedings shall be (1) made as though this lease were deemed to be terminated prior to the taking and (2) apportioned between the land and the Improvements thereon, including fixtures and equipment, as follows: Landlord shall be entitled to the portion of the award attributed to the land and Tenant shall be entitled to the balance of the award.

B. If, during the Demised Term of this Lease, less than the entire Property, but more than 20% of the land area of the Property shall be taken in any such Proceedings, this Lease shall upon vesting of title in the proceedings, terminate as to the portion of the Property so taken, and Landlord may terminate this Lease as to the remainder of the Property. Such termination as to the remainder of the Property shall be effected by notice in writing given not more than 60 days after the date of vesting of title in such Proceedings, and shall specify a date not more than sixty (60) days after the giving of such notice as the date for termination. Upon the date specified in such notice, the term of this Lease and

all right, title and interest of the Tenant hereunder shall cease and come to an end. If this Lease is terminated as in this paragraph provided, the award made in such Proceedings shall be apportioned as set forth in paragraph 17A.

18. Notices. Any notices required or desired to be served by either party upon the other shall be deemed to be served when delivered personally, or one day after the date when deposited by United States certified or regular mail, postage prepaid, return receipt required, addressed to Tenant at City of Minneapolis Department of Public Works, Transportation and Special Projects, 233 City Hall, Minneapolis, MN 55415 or to Landlord, as the case may be, at Venture 701 Limited Partnership, Attention John Maney, 701 4th Avenue South, Minneapolis, MN 55415.

19. Holding Over. In the event Tenant shall hold over and remain in possession of the Property with consent of Landlord, such holding over shall be deemed from month to month subject to all the conditions and terms applicable to this lease agreement.

20. Miscellaneous.

A. The covenants and agreements herein contained shall bind and inure to the benefit of the Landlord, its successors and assigns, and the Tenant and its permitted successors and assigns.

B. The captions of this Lease Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

C. This Lease Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any

association between Landlord and Tenant and the sole relationship between Landlord and Tenant being that of Landlord and Tenant.

21. Signs. Tenant may not erect any signs on the Property, except as agreed to in writing by Landlord. At the termination of the Lease Tenant shall remove all of said signs and shall repair any damage to the Property resulting from the erection or removal of the signs.

22. Environmental Matters. Tenant shall comply with all laws, governmental standards and regulations applicable to Tenant or to the Property in respect of occupational health and safety, hazardous waste and substances and environmental matters. Tenant shall promptly notify Landlord of its receipt of any notice of a violation of any such law, standard or regulation.

Tenant, its successors and assigns, shall, subject to the limitations of Minn. Stat. Chapter 466 where applicable, bear, pay and discharge when and as the same become due and payable, any and all claims, demands, judgments, damages, actions, orders, liabilities, penalties, costs, and expenses arising from activities of tenant, its agents or invitees, during the term of this lease against the Property, shall hold Landlord harmless therefrom and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description, arising therefrom or out of the actual, alleged or threatened release, storage, treatment, generation, disposal or escape on or from the Property of any hazardous or regulated substances, polychlorinated biphenyls, asbestos or related materials and also

includes, but is not limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec.9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Secs. 1471, 1472, 1655, 1801, et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq., or as "hazardous substance," "hazardous waste" or "'pollutant or environmental pollution" under Minn. Stat. § 115B.02, Subd. 8, as amended. The term "hazardous substance" does include petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures thereof.

In addition to Tenant's obligation to use the Premises in a careful and reputable manner and subject to an obligation to commit no waste, Tenant shall comply with all laws, statutes, ordinances, rules and regulations respecting the use of the Premises and Tenant shall not bring onto the Premises or suffer or permit others to bring on to the Premises any hazardous or regulated substances and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, actions, liability and damages of every kind and nature and against all costs and expenses, including reasonable attorneys' fees, arising out of any failure by Tenant to perform in accordance with the terms of this paragraph.

23. Applicable law. This lease shall be governed by the laws of the State of Minnesota.

24. Attorneys' Fees. If Landlord employs an attorney in connection with the contest of mechanic's lien by Tenant or in connection with a request for approval by Landlord of a proposed assignment of subletting, Tenant shall be responsible for the reasonable attorneys' fees incurred by Landlord.

CITY OF MINNEAPOLIS

By: Alan Dayle Belt
Mayor

Approved as to form
and execution:

By: James C. Moore
Assistant City
Attorney

Attest: [Signature]
Assistant City Clerk

Countersign: John Mair
Finance Officer

LANDLORD

Venture 701
Limited Partnership,
a Minnesota limited
partnership by
Venture 701
Investors, Inc., A
Minnesota
Corporation,

By: [Signature]

Its: [Signature]

701 BUILDING

REMOVE EXISTING STEEL BARBERS IN THIS AREA. INSTALL NEW BRICKS AND CLADDING OVER TO MATCH BUILDING SIDE DRIVE AREA

PARKING FOR THREE CARS

UNITS (N)

INSTALL EVEN NEW DECIDUOUS TREES BEHIND THE EXISTING CURB. CUT OUT EXISTING CONCRETE AND INSTALL STEEL CLADDING AROUND TREES. TREES WILL BE LIT FROM BELOW WITH LANDSCAPE LIGHTS (AND CHILDREN TYPE LIGHTS IN SECTION).

SMYWAY ABOVE S

INSTALL NINE NEW EXPOSED REINFORCED CONCRETE PLANTERS

ONEWAY

EXISTING CURB TO REMAIN

INSTALL TWO NEW WALL OUTLETS FOR CHRISTMAS LIGHTS
INSTALL TWO NEW WALL LIGHTS (N)

INSTALL TWO NEW PLANTERS WITH ACROBATIC VITAE TREES

OFFICE TOWER ENTRY

INSTALL NEW HANDICAP APPROACHES (STANDARD SIZES)

EXISTING COLUMN AND CURB

INSTALL NEW CURB

INSTALL NEW CURB APPROACH

NEW ACROBATIC TREES FOR CHILDREN WITH GROUND COVER IN FRONT

INSTALL NEW WALKWAY

INSTALL NEW WALKWAY

EXISTING HANDICAP APPROACH

EXISTING LIGHT FIXTURES

EXISTING CABINA

ADJUNCTION USE ENTRY

PLAN VIEW

HOTEL ENTRY

Exhibit B

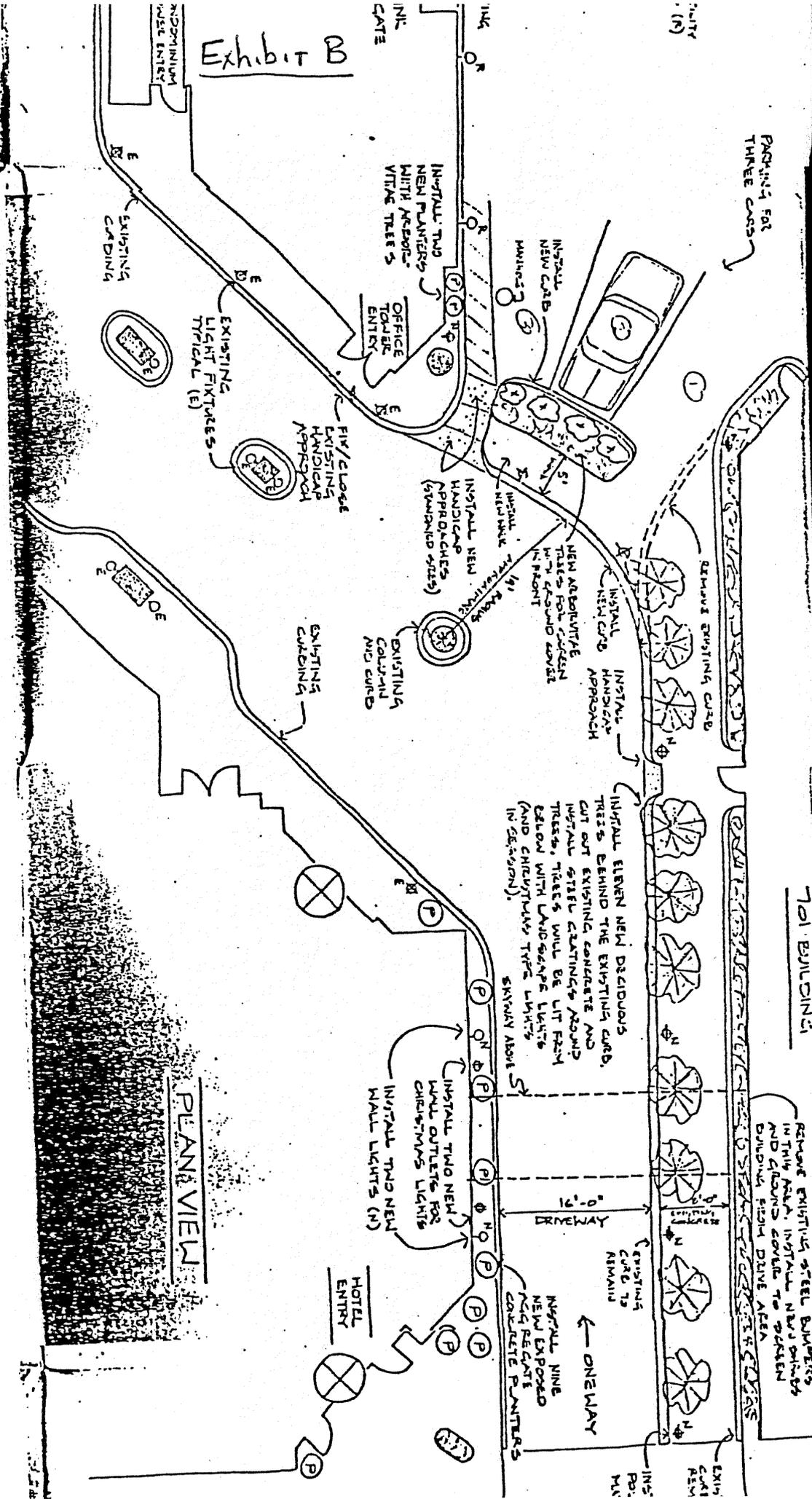


EXHIBIT C

<u>UNIT NO.</u>	<u>CERTIFICATE OF TITLE</u>	<u>UNIT NO.</u>	<u>CERTIFICATE OF TITLE</u>
1502	788721	1601	755399
1504	667411	1602	704197
1507	704029	1603	717877
1508	771550	1604	758115
1509	672695	1605	782526
1510	715101	1608	755398
1511	698355	1609	748079
1512	725313	1610	702479
1514	743624	1611	782410
1517	789173	1612	718019
1518	672400	1613	693442
1519	686133	1614	729297
1520	701820	1615	783703
1522	669560	1616	750674
1521	704202	1617	716228
1523	672401	1618	771255
1524	685328	1619	726295
1525	759366	1620	755399
1526	691238	1621	764504
1527	675140	1622	718289
1528	675594	1623	791284
		1624	680093
		1625	746775
		1626	746467
		1627	757396
		1628	706968
1701	779654	1801	760649
1702	750998	1802	680020
1703	762452	1803	672405
1704	785070	1804	717118
1705	682731	1805	734140
1707	672402	1807	788484
1708	750998	1808	707251
1709	722303	1809	720690
1710	672403	1810	741960
1711	677108	1811	773275
1712	725703	1812	747145
1713	725481	1813	672409
1714	715883	1814	672410
1715	750997	1815	792116
1716	728762	1816	674871
1717	726287	1817	715392
1718	750998	1818	693237
1719	729013	1819	735473
1720	729935	1820	789162
1721	677106	1821	745852
1722	672404	1822	723613
1723	776852	1823	716190
1724	789230	1824	752302
1725	723755	1825	724913
1726	740668	1826	781990
1727	669350	1827	792115
1728	730597	1828	731500

<u>UNIT NO.</u>	<u>CERTIFICATE OF TITLE</u>	<u>UNIT NO.</u>	<u>CERTIFICATE OF TITLE</u>
1901	673183	2001	676654
1902	715270	2002	784857
1903	773746	2003	675016
1904	687307	2004	683635
1905	734730	2005	672414
1907	749695	2007	784964
1908	740419	2008	667416
1909	672397	2009	672415
1910	687490	2010	672416
1911	679091	2011	793964
1912	726300	2012	672417
1913	770700	2013	790296
1914	768449	2014	708501
1915	779706	2015	792254
1916	738457	2016	735597
1917	702683	2017	781911
1918	692792	2018	704544
1919	672413	2019	761953
1920	687092	2020	787912
1921	719392	2021	676655
1922	702682	2022	697453
1923	696987	2023	761734
1924	702683	2024	732731
1925	728763	2025	784963
1926	695903	2026	672905
1927	746616	2027	672419
1928	744967	2028	754352
2101	672926	2201	672927
2102	716229	2202	792661
2103	784557	2203	743462
2104	672420	2204	783390
2105	734947	2205	729012
2107	702680	2207	705368
2108	726647	2208	752545
2109	704467	2209	705091
2110	786570	2210	672423
2111	683533	2211	696335
2112	672422	2212	717796
2113	675593	2213	690825
2114	706961	2214	783391
2115	722434	2215	764829
2116	757802	2216	686135
2117	750260	2217	746465
2118	726449	2218	753467
2119	753894	2219	696870
2120	684164	2220	758909
2121	716189	2221	776192
2122	736916	2222	747891
2123	687490	2223	743779
2124	784557	2224	676656
2125	768058	2225	690326
2126	673826	2226	737921
2127	774772	2227	733728
2128	723458	2228	717878

UNIT NO.CERTIFICATE OF TITLE

2301	673563
2302	677109
2303	716238
2304	675464
2305	667419
2307	793200
2308	730834
2309	769599
2310	757548
2311	727343
2312	717947
2313	760628
2314	672427
2315	667419
2316	780054
2317	716239
2319	672428
2320	731435
2321	675473
2322	731435
2323	718018
2324	707249
2325	718290
2326	696880
2327	673669
2328	729014

GRE9

DEPARTMENT OF PUBLIC WORKS
203 City Hall
Minneapolis MN 55415-1390

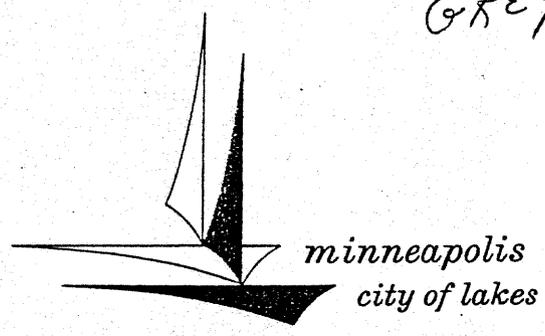
(612) 673-2352

RICHARD L. STRAUB
CITY ENGINEER - DIRECTOR OF PUBLIC WORKS

MARVIN A. HOSHAW
DEPUTY CITY ENGINEER

- J.M. GARBER, DIRECTOR, ADMINISTRATION
- J.F. HAYEK, DIRECTOR, WATER WORKS
- R. KANNANKUTTY, DIRECTOR, ENGINEERING DESIGN
- M.J. KROENING, DIRECTOR, GENERAL SERVICES
- B.J. LOKKESMOE, DIRECTOR, OPERATIONS
- A.E. MADISON, MANAGER, FINANCE
- M.J. MONAHAN, DIRECTOR, TRANSPORTATION & SPECIAL PROJECTS
- T.B. SADLER, SUPERINTENDENT, EQUIPMENT
- R.H. SMITH, DIRECTOR, MANAGEMENT SUPPORT
- S.A. YOUNG, DIRECTOR, SOLID WASTE & RECYCLING

January 15, 1993



The Honorable Tony Scallon, Chair
Transportation and Public Works Committee
Room 307 City Hall
Minneapolis, Mn 55415

Re: Request Authorization for the City Attorney and City Engineer to negotiate and execute Agreements related to the skyway and the property abutting alley adjacent to Centre Village Municipal Parking Ramp with the 701 Building

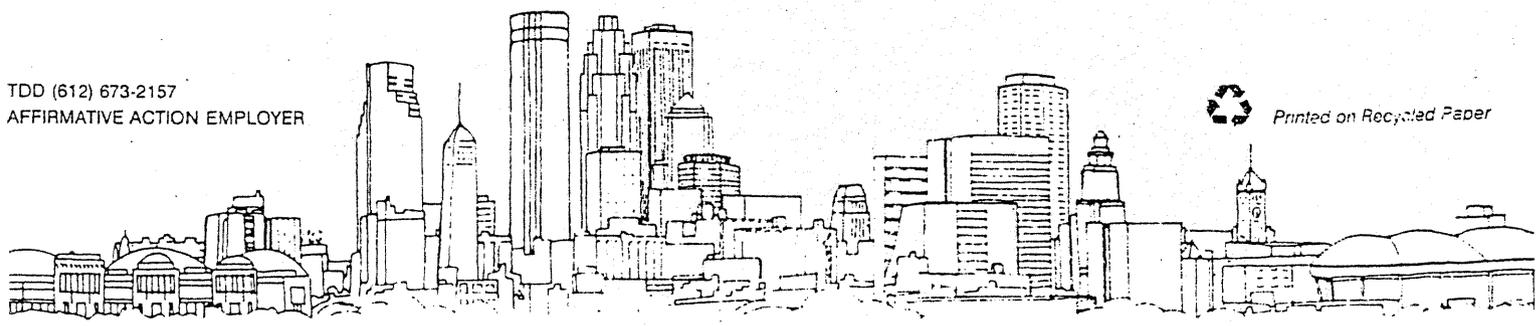
Dear Council Member Scallon:

We are requesting the authority for the City attorney and City Engineer to negotiate and execute the agreements related to the skyway connecting the 701 Building, now called Craig Hallum Building, to the Centre Village Building and the lease of a 10' strips of land to the city adjacent to the alley between Centre Village and 701 Building. The agreements have been under negotiation for some time pending the outcome of selling the building. Venture 701 Limited Partnership is now the owner of the 701 Building, and we are finalizing negotiations on the agreements with them.

The lease of land adjacent to the 701 Building is required to improve the entrance to Centre Village via new and increased lighting, plantings, new sidewalk treatment, and signage. I have attached for your review a plan

TDD (612) 673-2157
AFFIRMATIVE ACTION EMPLOYER

 Printed on Recycled Paper



of the proposed improvements prepared by Mel Gittleman's staff on behalf of the owners of Centre Village. This plan is acceptable to the 701 Building and the Centre Village owners. It is estimated that the improvements will cost approximately \$60,000. The City will provide for demolition and removal of existing concrete a sidewalk and construction of new sidewalks and curbs, estimated to cost \$20-\$25,000. This work will be accomplished by City Restoration and Repair personnel. The Centre Village Hotel and Condominium owners will provide and pay for plantings, lighting, signage and other improvements. Six of the nine parking spaces required to be provided to the 701 Building which are being removed to accommodate these improvements will be paid for at the condominium rate by the Centre Village condominiums and hotel. The remaining three parking stalls will be provided by the City. The on-going maintenance and repair of the new sidewalk, plantings, lighting and signage will be paid for by the Centre Village Condominium and Hotel.

The Covenant outlines the agreement between the City and the other Centre Village owners and requires execution prior to entering into the Lease with the 701 Building. This Covenant provides for the hotel and condominium owners to pay for their prorated share of the construction cost related to the improvements, six parking spaces with Centre Village Ramp, and all on-going maintenance and repair costs for the improvements. The Lease of property by the city results in a tax exempt parcel, however, in the future for some unknown reason or circumstance, it becomes taxable, the Centre Village Hotel and Condominium will pay the cost to reimburse the 701 Building for the expense of these taxes.

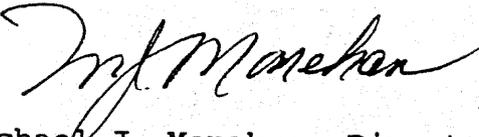
The skyway agreement defines the cross easements and maintenance responsibilities of Centre Village and the 701 Building related to the skyway connecting these buildings and the adjacent skyways crossing 7th Street and the internal skyways with each building. Costs of skyway maintenance within Centre Village will be paid by the City and the 7th Street skyway costs will be shared one third by the 701 Building and two thirds by the City. The skyway maintenance costs for the skyway between Centre Village and 701 Building will be shared on the basis of the City paying 1/3 the cost and 701 paying 2/3 the cost. Hours of operation of these skyways comply with the existing hours as recommended by the Skyway Advisory Committee with a provision to modify these hours of operations based on mutual agreement of the parties.

We therefore request authorization for the City Engineer and City Attorney to finalize negotiations and execute the lease between the City and 701 Building, Covenant, between City and Centre Village Hotel and Condominium including Ted Glasrud Associates and Centre Village Condominium Association and Skyway Agreement between City and 701 Building.

Sincerely,

Richard L. Straub
City Engineer-Director of Public Works

By



Michael J. Monahan, Director
Transportation and Special Projects

MJM:GAF:dr

Attach

cc: John Maney
Mel Gittleman
Larry Berg
Jim Moore
Larry Cooperman
Tim Blazina
Jim Koll
Al Sawallich

T&PW - Your Committee recommends that the proper City Officers be authorized to finalize negotiations and execute a lease and Skyway Agreement with the 701 Building and a Covenant with Centre Village Hotel and Condominium including Ted Glasrud Associates and Centre Village Condominium Association relating to skyway easements and maintenance responsibilities and improvements to the property abutting the alley adjacent to Centre Village Municipal Parking Ramp with the 701 Building, as set forth in Petn No 257211.

Adopted. Yeas, 11; Nays none.
Absent - Dziedzic - 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW - Your Committee recommends approval of leasehold improvements to old Fire Station #13, estimated to cost \$44,200, to be occupied by the Hennepin County Ambulance Service, payable from Transportation & Special Projects - Capital Improvements (40-9430), with the understanding that said improvements will be reimbursed by Hennepin County through a lease.

Your Committee further recommends that the proper City Officers be authorized to execute a lease with Hennepin County to provide for said leasehold improvements plus a prorated cost of building maintenance for the facility.

Adopted. Yeas, 11; Nays none.
Absent - Dziedzic - 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW - Your Committee, having under consideration new Fire Station #27 at 54th St and Nicollat Av, recommends that the proper City Officers be authorized to execute a Stipulation Agreement with Diamond Lake Properties for easement rights along with payment of \$1,000 in attorney's fees to grant the City ingress, egress and storm sewer rights for the private drive which runs from the rear of the fire station parking lot to Diamond Lake Road, payable from Special Projects - Capital Improvements (40-9490).

Adopted. Yeas, 11; Nays none.
Absent - Dziedzic - 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW - Your Committee, having under consideration the I-394 Third Avenue North Distributor Parking Garages, recommends that the proper City Officers be authorized to execute an amendment to the Management Agreement to include snow removal and sweeping activities on entrance and exit ramps to and from the TAD Garages; further, to allow use of the land adjacent to the 4th Street Garage for access to the rear loading dock for businesses along 3rd Avenue North and City ramp maintenance operations.

Adopted. Yeas, 11; Nays none.
Absent - Dziedzic - 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW - Your Committee recommends that the proper City Officers be authorized to increase Purchase Order #30593 with Patent Scaffolding to \$45,000 for the rental of concrete panel forms to construct two pumping stations and outlet structures on the Minnehaha Creek Project, payable from Sewers-Capital Improvements - Storm Drains (41-9329). Further, that the proper City Officers be authorized to proceed with the Purchase Order Agreement.

Adopted. Yeas, 11; Nays none.
Absent - Dziedzic - 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW - Your Committee recommends passage of the accompanying Resolution designating the areas and streets to be improved in the 1993 Residential Paving Program.

RESOLUTION 93R-020
By Scallon
1993 RESIDENTIAL
PAVING PROGRAM SPECIAL
IMPROVEMENT OF EXISTING
STREET NOS 2826, 2880, 2883

Designating the improvement of certain existing streets within the following Residential Paving Areas, with their boundaries described by commencing in the most NWly corner continuing in a clockwise direction: Snelling Av (2826) bounded by 42nd St E, NW-SE alleys bet Snelling and Minnehaha Avs and their SEly extensions, 46th St E, NW-SE alleys bet Snelling

Av and Soo Line RR r/w and their NWly extensions, 44th St E, NW-SE alley bet Snelling Av and Soo Line RR r/w and its NWly extension, 43rd St E and Dight Av; Lind (2880) bounded by 53rd Av N, W Lyndale Av N, Ely extension of 50th Av N, Sly extension of N-S alley Ely of 6th St N, 49th Av N and Humboldt Av N; Farview N (2883) bounded by Lowry Av N, I-94, 26th Av N and N-S alleys bet Dupont and Emerson Avs N and their Nly extensions.

Resolved by The City Council of The City of Minneapolis: That the following existing streets within the City of Minneapolis are hereby designated to be improved, pursuant to the provisions of Chapter 10, Section 8 of the Minneapolis City Charter, by street paving with plant mix asphalt with concrete curb and gutter all on a stabilized base, providing vitrified clay sanitary sewers as needed and providing cast iron water mains as needed:

Snelling Av (2826)

Snelling Av from 42nd to 46th Sts E;
Lind (2880)
4th St N from 52nd to 53rd Avs N;
6th St N from 50th to 53rd Avs N;
Camden, Aldrich, Dupont, Emerson, Fremont and Girard Avs N from 49th to 53rd Avs N;
Colfax Av N from 51st to 53rd Avs N;
50th Av N from N-S alley Ely of 6th St N to Bryant Av N and from Dupont to Humboldt Avs N;
51st and 52nd Avs N from W Lyndale Av N (as located and constructed Wly of I-94) to Humboldt Av N;
Farview N (2883)
3rd and 4th Sts N from 26th to Lowry Avs N;
6th St N from 29th to Lowry Avs N;
Aldrich, Colfax and Dupont Avs N from 26th to Lowry Avs N;
Bryant Av N from 26th to 30th Avs N;
27th Av N from 3rd to 4th Sts N and from Lyndale to Dupont Avs N;
28th Av N from 3rd to 4th Sts N;
29th, 30th and 31st Avs N from 3rd St N to Dupont Av N.

Adopted. Yeas, 11; Nays none.
Absent - Dziedzic - 1.
Passed January 29, 1993.
Sharon Sayles Belton, President of Council.

Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

JAN 29 1993

JAN 29 1993

JAN 29 1993