APPROVED BY CITY COUNCIL
OCT 28 1984
City Clerk

AMENDMENT TO SKYWAY AGREEMENT

THIS AMENDMENT dated this 3rd day of October, 1988, by and between Norwest Bank Building Company, a Minnesota Corporation ("Building Company") and City of Minneapolis ("City").

RECITALS

A. Building Company and City entered into that certain Skyway Agreement, dated July 15, 1983, recorded as Document No._____ in the Office of the Registrar of Titles, Hennepin County, Minnesota, and as Document No._____ in the Office of the County Recorder, Hennepin County, Minnesota.

B. Building Company and City desire to amend the Skyway Agreement.

NOW THEREFORE, Building Company and City agree as follows:

1. The last paragraph of Article 17 of the Skyway Agreement shall be deleted and the following substituted in its place:

The liability of Building Company and City with respect to the Third Avenue Portion shall also be equally divided, and each party shall indemnify, defend and hold harmless the other party for liability incurred with respect to the Third Avenue Portion by such other party beyond its one-half liability, provided that this sentence shall not inure to the benefit of any insurer of either party. Subject to Building Company's ownership and liability concerning the card access system installed in the Skyway pursuant to Article 12, City shall indemnify, defend and hold harmless Building Company, and its mortgagee, New York Life Insurance Company, with respect to the remainder of the Skyway, provided the occurrence giving rise to such liability is not caused by the willful or negligent conduct of the Building Company, or its mortgagee, New York Life Insurance Company, or either of their officers, agents or employees and further provided that this sentence shall not inure to benefit of any insurer of the Building Company or its mortgagee, New York Life Insurance Company.

2. Article 25 of the Skyway Agreement shall be deleted and the following substituted in its place:

25. CONTINGENCY. This Agreement shall be contingent upon execution by New York Life Insurance Company of a Consent of Mortgagee, substantially in the form of Exhibit E attached hereto and made a part hereof, prior to November 15, 1988. If such condition is not so satisfied, this Agreement shall be null and void and the obligations and covenants of Building Company and City hereunder shall terminate.

3. Article 14 of the Skyway Agreement shall be changed as follows:

Clause (b) of the first paragraph of Article 14 is amended as follows:

b. Heat, electricity, fresh air ventilation (but not air conditioning), and electronic surveillance for the Skyway at the entry to the Parking Ramp during the hours that the Skyway is open to Public.

4. Exhibit E to the Skyway Agreement shall be deleted and the Exhibit E attached to this Amendment shall be substituted in its place.

5. Except as specifically provided herein, the terms and conditions of the Skyway Agreement are hereby confirmed and shall be deemed to have been in full force and effect since July 15, 1983 and shall continue in full force and effect hereafter.

IN WITNESS WHEREOF, The parties hereto have caused this Amendment to be duly executed as of the date first above written.

NORWEST BANK BUILDING COMPANY

By Richard F. Werner

Its Vice Pres

And _____

Its _____

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, N.A.
Now Norwest Bank Mn, N.A.

By Norwest Properties Inc

Its Agent

By Harold P. Rickey V.P.

CITY OF MINNEAPOLIS

By _____
Its Mayor

Countersigned:

By _____
Its Finance Officer

Attest:

By _____
Its Assistant City Clerk

Approved as to form
and execution.

Larry F. Crippen
Asst. City Attorney

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

3rd The foregoing instrument was acknowledged before me this
3rd day of October, 1988, by Richard F. Weber, the
Vice-President of Norwest Bank Building Company, a Minnesota
corporation, on behalf of said Corporation.

Elizabeth M. Engstrom
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Oct. 31, 1990

Elizabeth M. Engstrom
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

3rd The foregoing instrument was acknowledged before me this
3rd day of October, 1988, by Richard F. Weber, the
Vice-President of Norwest Properties Inc., a Minnesota
Corporation, as agent for Norwest Bank MN, N.A.

Elizabeth M. Engstrom
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires Oct. 31, 1990

Elizabeth M. Engstrom
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
30 day of December, 1988, by Don Fraser, the
Mayor and by John Gunyou, the City
Finance Officer of the City of Minneapolis, on behalf of said
City.

Merry Keefe
Notary Public

This instrument was drafted by:
Norwest Properties Inc.
33 South Sixth Street
1375 Multifoods Tower
Minneapolis, MN 55402

MERRY KEEFE
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires May 7, 1993

EXHIBIT E

CONSENT OF MORTGAGEE

THE UNDERSIGNED, holder of that certain mortgage dated December 2, 1980, between Northwestern Bank Building Company, as Mortgagor, and the undersigned, as Mortgagee recorded December 9, 1980, as Doc. No. 4609546 in the Office of the County Recorder, Hennepin County, Minnesota, and on December 4, 1980 as Doc. No. 1406036 in the Office of the Registrar of Titles, Hennepin County, Minnesota (the "Mortgagee"), hereby consents to that certain Skyway Agreement between Norwest Bank Building Company formerly known as Northwestern Bank Building Company, and the City of Minneapolis, dated July 15, 1983, and amended by Amendment to Skyway Agreement, dated October 3, 1988 (the "Skyway Agreement") and agrees that, in the event and only in the event of the succession by the undersigned through foreclosure to the interest of Norwest Bank Building Company as owner of the property encumbered by the Mortgage, the Skyway Agreement and all of the terms and provisions thereof will be binding upon the undersigned and its successors and assigns and further agrees that any easement created thereunder which may be relocated in accordance with the provisions of the Skyway Agreement, shall retain its original priority over the Mortgage notwithstanding such relocation.

NEW YORK LIFE INSURANCE COMPANY

By William K. Bailey

Its Assistant Vice President

By William J. Butler

Its Assistant Secretary

STATE OF New York)
)ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 3 day of October, 1988 by William R. Brinley and William J. Butler, the ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY of NEW YORK LIFE INSURANCE COMPANY, a New York Corporation, on behalf of the corporation.

Barbara A. Curci
Notary Public

BARBARA A. CURCI
Notary Public, State of New York
No. 01-4812067
Qualified in New York County
Commission Expires 12/15/88

OCT 26 1984

T&PS — Your Committee recommends that the proper City Officers be authorized to execute an amendment to the Skyway Agreement with Norwest Bank relating to the skyway connecting Gateway Municipal Parking Ramp and Norwest Computer Operations Center to include the indemnification of New York Life Insurance Company in addition to Norwest Bank as set forth in Petn No 233500 on file in the office of the City Clerk.

Adopted. Passed by final roll call as hereinafter noted.

Passed October 26, 1984.

Approved November 1, 1984.
Donald M. Fraser, Mayor.

Attest: Lyall A. Schwarzkopf, City Clerk.

OCT 26 1984

T&PS — Your Committee recommends passage of the accompanying ordinances amending the Minneapolis Code of Ordinances:

a) Naming the street now known as "Nicollet Avenue" between 10th St S and W Grant St as "Nicollet Mall";

b) Adjusting fees charged for the hooding of parking meters.

The Committee on Transportation & Property Services introduced, as per above report, the following ordinances:

An ordinance amending an ordinance entitled "An Ordinance designating and fixing the names of the several streets in the City of Minneapolis"; passed August 18, 1887, as amended; and

An ordinance amending Title 5, Chapter 93 of the Minneapolis Code of Ordinances relating to **Building Code: Safety Precautions: Protection of Public Property**; each of which was given its first reading.

Council Member Coyle asked unanimous consent that said ordinances be given their second readings for amendment and passage. Unanimous consent was granted and said ordinances were given their second readings for amendment and passage. There being no amendments and the question being "Shall the Ordinance pass?" there were on each of said ordinances —

Yeas, 13; Nays, none, as follows:

Yeas — Council Members Scallon, Niemiec, Cramer, Schulstad, Hoyt, Dziedzic, O'Brien, Hilary, White, Coyle, Carlson, Sayles Belton, President Rainville — 13.

The Ordinances passed. (See Ordinances.)

OCT 26 1984

T&PS — Your Committee recommends passage of the accompanying resolution rescinding Resolution No. 84R-278 granting permission to Rogers Cablesystems to construct a vault under the public r/w of 5th St S bet Nic Mall & Marquette Av.

Council Member Coyle offered a resolution, as per above report, rescinding Resolution 84R-278 "Granting permission to Rogers Cablesystems to construct a vault under the public r/w of 5th St S between Nicollet Mall and Marquette Av", passed July 27, 1984.

Adopted. Yeas, 13; Nays, none, as follows:

Yeas — Council Members Scallon, Niemiec, Cramer, Schulstad, Hoyt, Dziedzic, O'Brien, Hilary, White, Coyle, Carlson, Sayles Belton, President Rainville — 13.

(See Resolution)

OCT 26 1984

T&PS — Your Committee having considered the request of Hillcrest Development Limited Partnership to substitute a bond dated July 8, 1984, Bond Number KO. 0774807 executed by Gary L. Tankenoff and James C. Tankenoff its General Partners, as Principal, and Insurance Company of North America of Pennsylvania, as Surety, for $5,000.00, indemnifying the City in connection with permission to encroach to lay, maintain and use an electric cable in 3-inch galvanized pipe not less than 2 feet under the surface in Kennedy Street between Cleveland Street and McKinley Place in place of an existing bond dated July 18, 1949, Bond Number 5060235, covering the same cable, in the same amount, in the same location, executed by Land O'Lakes, Inc., as Principal, and Fidelity Deposit Company of Maryland as Surety, and it appearing that said new bond has been approved by the City Attorney as to form and execution; recommends that said Bond Number 5060235 be cancelled and that new Bond Number KO 0774807, dated July 8, 1984, be substituted therefor, except as to any claim or cause of action on the part of the City, or on the part of a third party, which has heretofore arisen under the conditions of the Bond Number 5060235, irrespective of whether it has as yet been asserted.

Adopted. Passed by final roll call as hereinafter noted.

Passed October 26, 1984.

Approved November 1, 1984.
Donald M. Fraser, Mayor.

Attest: Lyall A. Schwarzkopf, City Clerk.

OCT 26 1984

T&PS — Your Committee recommends that permission be granted to Westford Properties of Minneapolis Limited Partnership and its successors and assigns to construct, maintain and use 2 electrical equipment vaults, 3 existing well water access rooms, existing tunnel, an areaway and footings within the public r/ws that adjoin the proposed new Norwest Center being constructed on Blk 221, of the Town of Minneapolis and of Brown and Jackin's Addn and also on Lots 1 thru 9 of Aud Subd No 255; said streets being the SEly side of Nicollet Mall bet 6th and 7th Sts S, the NWly side of Marquette Av bet 6th and 7th Sts S, the SWly side of 6th St S bet Nicollet Mall and Marquette Av, and the NEly side of 7th St S bet Nicollet Mall and Marquette Av. Said encroachments are described as follows:

A. Said 2 electrical equipment vaults are described as follows: the SWly 15' of the NWly 130' of 6th St S bet Nicollet Mall and Marquette Av; also the NWly 15' of the NEly 115' of Marquette Av bet 6th and 7th Sts S.

B. Said 3 well water access rooms are described as follows: the SEly 12' of the NEly 15' of the SWly 134' of Nicollet Mall bet 6th and 7th Sts S; also the NWly 15' of SEly 128' of the NEly 15' of 7th St S bet Nicollet Mall and Marquette Av; also the NEly 15' of Marquette Av bet 6th and 7th Sts S.

C. Said existing tunnel is crossing under Marquette Av bet 6th and 7th Sts S and the center line of said tunnel being parallel with and 176' 6" distant SWly from the SWly line of 6th St S, extending from Lot 6, Aud Subd No 255 to Lot 1, Blk 220, Brown and Jackins' Addn and having inside dimensions of approx 18' wide and approx 8' high.

D. Said areaway to project NWly 12' into and under the Mall and is described as the SEly 12' of Nicollet Mall bet 6th and 7th Sts S. Said areaway to be used for below grade parking and truck dock facilities.

E. Said footing projections may project into and under the adjoining r/ws and the applicant shall furnish to the City all necessary drawings and data showing the actual location and size of all footings that project into said r/ws on completion of said construction.

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