

Property Agreements Summary
Skyway Agreement
Gateway Ramp

Terms and Conditions:

This agreement assigns the construction and operation costs for the skyway between Norwest Bank building and the Gateway Ramp.

Requirements of the City:

The city is responsible for to perform cleaning, maintenance, utility costs. In addition all permits and bonds are the responsibility of the city.

Scheduled Events:

The building company shall pay to the city the actual costs of for maintenance and operation times the skyway fraction (43.88/494.52).

Financial Requirements:

The building is required to carry "all-risk" casualty insurance and public liability insurance.

Rental price and schedule of payments:

The building company shall pay 1/12 of the total operating cost times the skyway fraction (43.88/494.52). This amount will be paid on the first day of each month.

Length of agreement:

The agreement will last until the expiration of the ramp lease.

Agreement renewal options:

None

Contacts for the City of Minneapolis:

City Engineer
Room 203
City Hall
Minneapolis, MN 55415

Contacts for other party:

Norwest Bank Building Company
C/O Norwest Properties, Inc.
4375 Multifoods Tower
Minneapolis, MN 55402

SKYWAY AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 1983, by and between NORWEST BANK BUILDING COMPANY, a Minnesota corporation ("Building Company") and CITY OF MINNEAPOLIS ("City").

WITNESSETH, THAT:

WHEREAS, Building Company is the fee owner of the tract of land, and the building ("Operations Center") constructed thereon, which land is legally described in Exhibit A attached hereto and made a part hereof, which tract of land and Operations Center are herein together referred to as the "Building Company Property"; and

WHEREAS, City is the fee owner of the tract of land legally described in Exhibit B attached hereto and made a part hereof, and intends to construct a parking ramp ("Parking Ramp") thereon, which tract of land and Parking Ramp are herein together referred to as the "City Property"; and

WHEREAS, Building Company and City plan to construct a skyway ("Skyway") as a pedestrian walkway and service corridor at the second floor level over and across Third Avenue South, the public alley (which is in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and 3rd Street), and Fourth Avenue South in the City of Minneapolis, Minnesota, which Skyway will enter the Operations Center at a point on the easterly wall thereof affronting Third Avenue South and will enter the Parking Ramp at a point on the westerly wall thereof affronting Fourth Avenue South; and

WHEREAS, the Skyway is intended to be part of a continuous system of skyways linking the Operations Center and the

Parking Ramp with the existing skyway system of downtown Minneapolis; and

WHEREAS, Building Company and City desire to create easements which will be required to permit the construction, reconstruction, repair, maintenance and use of the Skyway, and to set forth herein their agreement with respect to the responsibilities of the parties hereto for the construction and subsequent repair, maintenance and operation of the Skyway, and with respect to the rights of the parties hereto to use the Skyway.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, Building Company and City do hereby agree as follows:

1. DEFINITIONS.

a. Unavoidable Delay. "Unavoidable Delay" as used herein means any delay caused by acts of God, fire, windstorm, flood, explosion, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any other cause beyond the reasonable control of the party responsible; provided, however, that the delayed party shall give reasonably prompt notice to the other of the occurrence causing such delay.

b. Third Avenue Portion. "Third Avenue Portion" shall refer to the lineal footage of that portion of the Skyway from the connection of the Skyway to the Operations Center to that point of the Skyway which is above the southeasterly right of way line of Third Avenue South. The Third Avenue Portion shall be 83.88 feet.

c. Third Avenue Portion Fraction. The "Third Avenue Portion Fraction" shall be $43.88/83.88$, which is the ratio of the lineal footage of that portion of the Skyway from the connection of the Skyway to the Operations Center to that point of the

Skyway which is above the center line of the right of way of Third Avenue South (43.88 feet), to the lineal footage of the Third Avenue Portion (83.88 feet).

d. Skyway Fraction. The "Skyway Fraction" shall be $43.88/494.52$, which is the ratio of the lineal footage of that portion of the Skyway from the connection of the Skyway to the Operations Center to that point of the Skyway which is above the center line of the right of way of Third Avenue South (43.88 feet), to the lineal footage of the entire Skyway (494.52 feet).

2. [INTENTIONALLY OMITTED].

3. RESPONSIBILITY OF CONSTRUCTION. Building Company and City shall each provide, at its sole cost and expense, for design and construction of (i) suitable corridors (or, in the Parking Ramp, nonenclosed pedestrian passageways) within its respective building for public pedestrian access to the Skyway from any other skyway serving such building, (ii) vertical access within its respective buildings for public pedestrian access to the Skyway from and at the point of public entrances to public streets, including at least one means of vertical access which shall be a mechanical facility satisfying requirements for the handicapped, (iii) any structural work necessary to support the Skyway within its respective building, and (iv) the breach and necessary closure of the exterior wall of its respective building where it connects with the Skyway. The corridor (or passageway) through the Parking Ramp shall be at least 11.5 feet clear in width except for the Skyway entrance into the Parking Ramp, which, with respect to the entrance, shall in the aggregate be at least 10 feet in width. The corridor through the Operations Center has been constructed as shown on the final plans and specifications of the Operations Center in the location shown on Exhibit C of this Agreement. None of the foregoing shall

constitute Construction Cost. The corridor through the Operations Center shall at all times be devoted exclusively to pedestrian travel and to no other purpose in accordance with the terms and conditions of this Agreement. The parties shall cause their architects to meet promptly to coordinate design criteria and materials for use in such corridors and points of connection with the Skyway.

City shall be responsible for the construction of the Skyway. City has provided, at its sole cost and expense, for the preparation of final plans and specifications for the construction of the Skyway, dated February 1, 1982 ("Plans and Specifications"). Such plans and specifications have been submitted to and approved by the Building Company.

The Skyway shall be constructed in accordance with the Plans and Specifications. Provided, however, that the Plans and Specifications may be changed by either party delivering to the other party a written, detailed recitation of the requested change which specifies the total increase or decrease in Construction Cost. If the other party approves such change order, such approval not to be unreasonably withheld, and redelivers it to the requesting party, it shall be effective, but not otherwise. City shall expeditiously execute the work directed in such change order after it becomes effective. The cost of any work directed in such change order shall be the responsibility of the requesting party. Notwithstanding anything herein to the contrary, the approval of Building Company shall not be required for any change order providing for the connection of buildings other than the Parking Ramp and the Operations Center to the Skyway.

Building Company shall cooperate with City in causing construction of the Skyway to proceed expeditiously. Without limitation of the foregoing, Building Company shall make avail-

able to City and its architects and contractors plans and specifications for the pertinent portions of the Operations Center.

4. CONSTRUCTION COST. The cost of construction of the Skyway ("Construction Cost") shall include expenses incurred in connection with the Skyway for (i) all work, including labor and materials, done between the exterior walls of the Operations Center and the Parking Ramp, (ii) any structural work necessary to support the Skyway not within either building, and (iii) all insurance bonds and permits necessary or incidental to the construction of the Skyway; provided, all such work is done pursuant to the architectural plans and change orders approved by Building Company. Construction Cost shall not include expenses incurred for engineering, architectural or legal services or financing in connection with the design and construction of the Skyway.

The Building Company shall contribute to the Construction Cost as follows:

- a. \$37,700 cash on the date of this Agreement, receipt of which is hereby acknowledged; and
- b. \$37,700 cash upon the date of substantial completion of the construction of the Skyway in accordance with the Plans and Specifications.

Except as otherwise provided in Article 3 hereof as to corridors, supports and connections to the Skyway and in Article 4 hereof as to Building Company's contribution to Construction Cost, City shall be responsible for the expense of construction of the Skyway. City intends to finance its share of Construction Cost without mortgaging or otherwise encumbering its interest in the Skyway.

5. BUILDING COMPANY EASEMENT. For the period provided in Article 7 hereof, Building Company does hereby grant, bargain, quitclaim and convey to City, its successors and assigns, for the

benefit of the City and the City Property, a non-exclusive easement in, on, over and through the Skyway and the corridor constructed within the Operations Center (the approximate location of which corridor is shown on Exhibit C attached hereto and made a part hereof) to construct, reconstruct, repair, maintain, provide support for and use of the Skyway and to provide passage for pedestrians to and from the Operations Center and any other Skyway at any time connected to the Operations Center and to and from other buildings which may in the future be connected to the Skyway and to and from the public streets, all in accordance with the terms, covenants and conditions provided in this Agreement. If Building Company elects, or for any reason is required, to relocate such corridor, it may do so, so long as such corridor, as relocated, will (i) be located on the second level of the Operations Center, (ii) except for location, comply with the terms and conditions of this Agreement and be at least 12 feet clear in width, and (iii) permit the continuity of the Skyway system in downtown Minneapolis, Minnesota. Upon any relocation of such corridor through the Operations Center, the location of that portion of the easement granted in this Article 5 over and through such corridor shall, without further act of the parties, be modified so that the new location of such portion of the easement is over and through such relocated corridor, and the easement granted in this Article 5 shall continue to encumber the Building Company Property with the same priority and in accordance with the terms and conditions of this Agreement; provided, however, that Building Company shall execute and deliver for recordation such documents as may reasonably be requested by the City to evidence the relocation of such corridor.

6. CITY EASEMENT. For the period provided in Article 7 hereof, City does hereby grant, bargain, quitclaim and convey to Building Company, its successors and assigns, for the benefit of the Building Company Property, a non-exclusive easement in, on, over and through (x) the Skyway, (y) the corridor to be constructed within the Parking Ramp (the approximate location of which corridor is shown on Exhibit D attached hereto and made a part hereof) to construct, reconstruct, repair, maintain, provide support for and use of the Skyway and to provide passage for pedestrians to and from the Parking Ramp and to and from other buildings which may in the future be connected to the Skyway and to and from the public streets, and (z) any non-enclosed pedestrian passageway designed to provide access between the Skyway and any other skyway which may hereafter be connected to the Parking Ramp, all in accordance with the terms, covenants and conditions provided in this Agreement. If City elects to relocate such corridor (or passageway), it may do so, so long as such corridor (or passageway), as relocated, will (i) be located on the third level of the Parking Ramp, (ii) except for location, comply with the terms and conditions of this Agreement and the Plans and Specifications discussed in Article 3 hereof, and (iii) permit the continuity of the skyway system in downtown Minneapolis, Minnesota. Upon any relocation of such corridor through the Parking Ramp, the location of that portion of the easement granted in this Article 6 over and through such corridor shall, without further act of the parties, be modified so that the new location of such portion of the easement is over and through such relocated corridor, and the easement granted in this Article 6 shall continue to encumber the City Property with the same priority and in accordance with the terms and conditions of this Agreement.

7. DURATION OF EASEMENTS.

a. Subject to Article 10 hereof, the easement granted in Article 5 hereof shall terminate only if the skyway system in downtown Minneapolis, Minnesota, is abandoned, vacated or discontinued in accordance with law, but shall otherwise be perpetual; provided, that such easement shall be temporarily suspended in the event the Third Avenue Portion no longer connects to the Skyway or a building or skyway located on a lot abutting Third Avenue South and in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and 3rd Street, Minneapolis, Minnesota, until such time as the Third Avenue Portion may be so reconnected. At all times that the Third Avenue Portion is so connected, Building Company shall comply with Articles 3(i), (ii), (iii) and (iv) hereof. Nothing contained in this Article 7a shall impose on the Building Company any additional obligation to maintain, operate, repair, restore or reconstruct the Skyway or the corridor within the Operations Center beyond those obligations imposed in other articles of this Agreement.

b. Subject to Article 10 hereof, the portion of the easement granted in Article 6 hereof which includes the corridor (or any passageway) through the Parking Ramp shall terminate upon (i) substantial damage to or demolition of the Parking Ramp, unless the City elects within nine months of such destruction or demolition to rebuild the Parking Ramp and to reconnect it to the Skyway and proceeds with due diligence thereafter to do so, (ii) substantial damage or destruction of any portion of the Skyway, other than the Third Avenue Portion, as a result of fire or other casualty, unless City elects within nine months after its occurrence to restore such damage or destruction and proceeds with due diligence thereafter to do so, or (iii) revocation of any neces-

sary permit to maintain and use any portion of the Skyway; provided, however, that if any necessary permit is suspended or temporarily revoked with the intention of issuing a replacement permit upon performance of the conditions of such suspension or revocation, such suspension or revocation shall not constitute good cause for termination of such portion of such easement. Subject to Article 10 hereof, the portion of the easement granted in Article 6 hereof in, on, over and through the Skyway shall terminate only if the skyway system in downtown Minneapolis, Minnesota, is abandoned, vacated or discontinued in accordance with law, but shall otherwise be perpetual; provided, that such portion of such easement shall be temporarily suspended in the event the Skyway no longer connects to the Operations Center until such time as the Skyway may be so reconnected. Nothing contained in this Article 7b shall impose on the City any additional obligation to maintain, operate, repair, restore or reconstruct the Skyway beyond those obligations imposed in other articles of this Agreement.

8. REVOCATION OF PERMITS.

a. In the event removal of the Third Avenue Portion is necessitated by permanent revocation of any necessary permits, other than as a result of damage to or demolition of the Operations Center or the Parking Ramp or the Skyway, (i) City shall cause removal of the Third Avenue Portion, (ii) Building Company shall reimburse City in the amount of the cost of such removal times the Third Avenue Fraction, (iii) Building Company shall, at its sole cost and expense, provide for the restoration of the exterior of the Operations Center, and (iv) neither Building Company nor City shall have any further obligation under this Agreement to construct or to contribute to the construction of the Third Avenue Portion or the connection of the Skyway to the

Operations Center or any other building which may be constructed on the Building Company Property.

b. In the event removal of the remainder of the Skyway is necessitated by permanent revocation of any necessary permits, other than as a result of damage to or demolition of the Operations Center or the Parking Ramp or the Skyway, (i) City shall, at its sole cost and expense, cause removal of the remainder of the Skyway and (ii) neither Building Company nor City shall have any further obligation under this Agreement to construct or to contribute to the construction of the remainder of the Skyway or to the connection of the Skyway to the Parking Ramp or any other building which may be constructed on the City Property.

9. DESTRUCTION OR REMOVAL OF SKYWAY.

a. If the Third Avenue Portion is damaged or destroyed as a result of fire or other casualty and the Operations Center or the Parking Ramp is not substantially damaged, Building Company and City shall promptly proceed to determine the cost of reconstruction and restoration of the Third Avenue Portion and to negotiate an insurance award. If the estimated cost of reconstruction or restoration exceeds the sum of the insurance proceeds, Building Company shall deposit the amount of such excess times the Third Avenue Portion Fraction, and City shall deposit the remaining portion of such excess, with a mutually acceptable escrow agent. The escrow agreement shall provide that the escrowed funds shall be disbursed in accordance with prudent construction disbursement procedures. If either party fails to deposit any funds which may be required hereunder, the other party may enforce its right to contribution as provided herein.

Upon depositing of such excess in escrow or if the insurance proceeds are greater than or equal to the estimated

cost of reconstruction or restoration, City shall proceed promptly, subject to Unavoidable Delay, to cause the Third Avenue Portion to be reconstructed or restored according to the Plans and Specifications discussed in Article 3 hereof, subject to any modifications thereto requested by the City and approved in writing by Building Company, such approval not to be unreasonably withheld; provided, however such reconstruction shall not be required unless and until the remainder of the Skyway is intact and connected to the Parking Ramp. If the Skyway is not intact and connected to the Parking Ramp, but there is a building or skyway located on a lot abutting Third Avenue South and in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and Third Street, Minneapolis, Minnesota, Building Company shall, at its sole cost and expense, provide such reconstruction of the Third Avenue Portion and in such event City shall waive any claim to the insurance proceeds collected as a result of such damage.

b. If at any time the Operations Center is damaged or demolished, Building Company shall, at its sole cost and expense, remove any portion of the Third Avenue Portion to the extent required by law, including any revocation of any necessary permits, or deemed necessary by the Building Company. After restoration, reconstruction or construction of the Operations Center or any other building on the Building Company Property and the reissuance of all necessary permits, Building Company shall, with any available insurance proceeds and thereafter at its sole cost and expense, reconstruct (i) the portion of the Third Avenue Portion so removed and, (ii) connection of the Third Avenue Portion to the Operations Center or any other building which may be constructed on the Bank Building Property.

c. If at any time any portion of the Skyway, other than the Third Avenue Portion, is substantially damaged or destroyed as a result of fire or other casualty, City shall at its sole cost and expense, either (i) elect within nine months after such damage or destruction to restore any portion of the Skyway and shall proceed with due diligence thereafter to do so, or (ii) remove any portion of the Skyway, other than the Third Avenue Portion, to the extent required by law or deemed necessary by City. Nothing contained herein shall be construed as a waiver of any claim the City may have against the Building Company for its negligent acts or omissions.

d. If at any time removal of any portion of the Skyway, other than the Third Avenue Portion, is necessitated by damage to or demolition of the Parking Ramp, City shall either (i) elect within nine months after such demolition, damage or destruction to restore the Skyway and shall proceed with due diligence thereafter to do so, or (ii) remove any portion of the Skyway, other than the Third Avenue Portion, to the extent required by law, including revocation of any necessary permits, or deemed necessary by City.

10. TERMINATION. If a third party constructs a building on the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and 3rd Street, Minneapolis, Minnesota, which results in the removal of a portion of the Skyway and the construction of a building connecting the remaining portions of the Skyway, this Agreement shall continue in effect until such time as Building Company enters into an agreement with such third party for the reconstruction, alteration, maintenance and operation of the Third Avenue Portion which substantially conforms to this Agreement and City enters into an agreement with such third party for the reconstruction, alteration, maintenance and opera-

tion of the remainder of the Skyway which substantially conforms to this Agreement, at which time this Agreement shall terminate. Both Building Company and City shall use reasonable effort to negotiate and execute such agreements with such third party. Any such agreement between Building Company and such third party shall contain reciprocal easements in favor of each other which substantially conform to those contained in Articles 5 and 6 of this Agreement; any such Agreement between City and such third party shall contain reciprocal easements in favor of each other which substantially conform to those contained in Articles 5 and 6 of this Agreement.

11. FUTURE DEVELOPMENT. If third parties desire to connect into the remainder of the Skyway other than the Third Avenue Portion, City shall enter into agreements with such third parties requiring them to (a) provide doors from their buildings or corridors connecting to the Skyway which shall remain closed at all times, except for pedestrian access, and (b) maintain a similar temperature level in their buildings or corridors connecting to the Skyway as is maintained by Building Company and City in the Skyway to prevent the escape of heated and cooled air from the Skyway.

12. HOURS OF OPERATION. From and after the date that the Skyway is completed, the Skyway shall remain open from 6:00 a.m. to 6:00 p.m. on all days except Sundays and holidays. Building Company and City may mutually agree to other or additional days and hours. During the hours the Skyway is not open, Building Company shall be permitted to own and operate a card access system in the Skyway at its point of connection to the Parking Ramp which will permit access to the Skyway by employees working in the Operations Center, such card access system (i) to be subject to the approval of City, such approval not to be

unreasonably withheld, (ii) to be installed, operated and maintained at the Building Company's sole cost and expense, and (iii) not to preclude other users of the Skyway from installing similar card access systems. Building Company agrees to hold harmless and indemnify the City from and against any loss liability or damage resulting from or arising out of the use of the card access system.

13. USE OF EASEMENTS. The Skyway shall be used as, and only as, a pedestrian walkway and service corridor by the parties hereto, their respective invitees and their respective successors and assigns. During such time as the Skyway shall remain open to access pursuant to Article 12, the Building Company and City shall provide a suitable corridor (or non-enclosed pedestrian passageway) access for pedestrian traffic from the Skyway as it enters their respective buildings, to all public accesses within their respective buildings and to public streets and other skyways. Nothing contained in this Agreement shall prevent the temporary closing of the Skyway or such corridors, when necessary, to permit required repairs and maintenance of the Skyway, to prevent the public from acquiring prescriptive rights in the Skyway, or to permit repairs, maintenance or alterations to the Parking Ramp or the Operations Center.

14. MAINTENANCE AND OPERATION. City shall provide for the (a) cleaning and maintenance, including washing windows of the Skyway, (b) heat, electricity, fresh air ventilation (but not air conditioning) and electronic surveillance for the Skyway, and (c) payment for all permits and bonds incidental to the maintenance and operation of the Skyway. City shall provide that the Skyway is operated and maintained in the same manner as other skyways in downtown Minneapolis, Minnesota.

Prior to the commencement of each calendar year, City shall deliver to Building Company an itemized statement of the estimated cost to be incurred during such calendar year for such maintenance and operation. Building Company shall pay one-twelfth of such estimated cost times the Skyway Fraction on the first day of each month during the calendar year. Within 90 days after the close of such calendar year, City shall submit to Building Company an itemized statement of the actual costs incurred during such calendar year for such maintenance and operation, and promptly after such submission a cash adjustment shall be made between the parties hereto to the end that Building Company shall pay to City the actual costs incurred during such calendar year for such maintenance and operation times the Skyway Fraction.

If Building Company is of the reasonable opinion that the Skyway is not being operated and maintained in the same manner as other skyways in downtown Minneapolis, Minnesota, (i) Building Company and City shall mutually agree on the operation and maintenance specifications for the Skyway, and (ii) Building Company may request that City contract with other persons for the performance of such operation and maintenance, provided, the cost of such maintenance is not unreasonably and substantially increased and Building Company shall have the right of approval of such new persons, such approval not to be unreasonably withheld.

15. REPAIR, IMPROVEMENT AND ALTERATION. City shall provide, as it deems reasonable and necessary, for repair, improvement and alteration of the Third Avenue Portion, and Building Company upon receipt of a statement of the cost of any items of repair, improvement or alteration shall promptly reimburse City for the cost of such repair, improvement or alteration times the Third Avenue Portion Fraction. Provided, however, that

in the event the cost of any item of repair, improvement or alteration is more than \$500 and not necessary to insure the health and safety of the pedestrians using the Skyway, Building Company shall have approved in writing such items of repair, improvement or alteration.

Subject to Article 9 hereof, City shall provide, at its sole cost and expense, for the repair, improvement and alteration of the remainder of the Skyway.

16. INSURANCE. Building Company shall obtain and cause to be kept in place while this Agreement is in effect the following insurance on the Third Avenue Portion:

(a) a policy of "all-risk" casualty insurance covering the Third Avenue Portion in the amount of the full replacement value thereof.

(b) a policy of public liability insurance with limits of not less than \$5,000,000 per occurrence for personal injury or death and \$500,000 for property damage.

All such policies shall be issued by financially responsible insurance companies licensed to do business in Minnesota, shall name as insured parties Building Company and City and any mortgagees of the Building Company Property or the City Property so long as such mortgagees have given written notice to Building Company specifying their address and the duration of their interest as insureds, and shall provide for at least thirty (30) days written notice to Building Company and City, and any such mortgagees, prior to cancellation, non-renewal or material modification thereof.

17. OWNERSHIP AND LIABILITY. Title to an undivided one-half (1/2) interest in the Third Avenue Portion shall vest in Building Company, its successors and assigns, and title to the remaining undivided one-half (1/2) interest in the Third Avenue

Portion shall vest in City, its successors and assigns. Title to the remainder of the Skyway shall vest in City, its successors and assigns.

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 for liability incurred by Building 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, its officers, agents or employees and further provided that this sentence shall not inure to benefit of any insurer of the Building Company.

18. NOTICES. If at any time it is necessary or permissible to give any notice under the terms of this Agreement to any party hereto, such notice shall be deemed to have been given or served when presented personally or deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Building Company: Norwest Bank Building Company
C/O Norwest Properties, Inc.
4375 Multifoods Tower
Minneapolis, Minnesota 55402

If to City: City Engineer
Room 203
City Hall
Minneapolis, Minnesota 55415

The parties hereto may change the address to which notice is to be given to it by giving written notice thereof to the other parties hereto not less than fifteen (15) days prior to the effective date of change.

19. SUCCESSORS AND ASSIGNS. The provisions hereof and the burdens and benefits imposed and conferred on the Building Company Property and City Property hereby shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. ENCUMBRANCES. Building Company and City represent and warrant that as of the date hereof the only encumbrances against their respective properties are set forth in Exhibit A or Exhibit B, as the case may be. If any mortgage shall now or hereafter encumber the Building Company Property or the City Property or any portion thereof and, with respect to future mortgages, if the mortgagee gives written notice to City and Building Company specifying its address and the duration of its interest, this Agreement, the rights and obligations herein contained, and the interests herein created may not be amended or terminated voluntarily by either Building Company or City or both without the prior written consent of the mortgagee under any such mortgage encumbering the property of the party or parties who propose to terminate this Agreement voluntarily.

21. SIGNS. No signs shall be installed on or about the Skyway without the mutual consent of City and Building Company, such consent not to be unreasonably withheld. Each party shall provide signs in its respective building indicating the location of the Skyway and means of public access in its respective building to and from the Skyway, which signs shall be

similar to other such signs provided in the remainder of the skyway system of downtown Minneapolis, Minnesota.

22. CERTIFICATES. Each party hereto agrees to execute and deliver within ten (10) days after written request therefor, a statement certifying: (i) that this Agreement is in full force and effect, represents the entire agreement between the parties as to the subject matter hereof, and has not been assigned, modified, supplemented or amended in any way, or if there has been any assignment, modification, supplement or amendment, identifying the same; and (ii) there is no default under this Agreement by any of the parties hereto, or if there is any default, identifying the same.

23. DEFAULT. If either Building Company or City shall default hereunder, by not performing its obligations hereunder according to the terms and conditions hereof, the non-defaulting party may, immediately in the case of emergencies and after 30 days written notice to the defaulting party in all other cases, cure the default, reimbursement for which will be due immediately with interest thereon at the lower rate of either 12% per annum or the highest rate allowed by applicable law. The non-defaulting party at its option may also exercise any other remedy available at law or in equity. In addition to any other remedy hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

24. SECTION 139.50 OF MINNEAPOLIS CODE OF ORDINANCES. The parties hereto shall comply with the provisions of Chapter 139 of the Minneapolis Code of Ordinances and Section 181.59 of the Minnesota Statutes in performance of their obligations hereunder which relate to the construction, maintenance, operation, repair and replacement of the Skyway, as such term is defined herein.

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, within 30 days of the date of this Agreement. 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.

26. COOPERATION. Each of the parties shall cooperate with the other in obtaining all governmental approvals for the construction, maintenance, operation, relocation and restoration of the Skyway, including without limitation the execution of necessary petitions and other documents and attendance at all necessary meetings. The parties hereto shall execute such further documents as shall be reasonably required to perfect or place of record any of the matters herein agreed to or any of the easements herein granted.

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

28. CAPTIONS. The captions of the articles of this Agreement are inserted only for convenience and do not define, limit or construe the contents of such articles.

29. ENTIRE AGREEMENT. This Agreement is the entire agreement between Building Company and City with respect to the subject matter hereof.

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

NORWEST BANK BUILDING
COMPANY

By *John J. McManus*

Its *Pres*

And *J. J. Daugherty*

Its *Vice President*

CITY OF MINNEAPOLIS

By *J. J. Hansen*

Its Mayor

Countersigned:

By *Melvin Monday*

Its Assistant Comptroller-
Treasurer

Attest:

By *Lyle R. Lund*

Its Assistant City Clerk

APPROVED AS TO LEGALITY

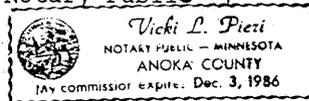
DATE *9/29/83*

John J. McManus
ASST. CITY ATTORNEY

STATE OF MINNESOTA)
COUNTY OF Anoka) ss.

The foregoing instrument was acknowledged before me
this 5 day of October, 1983, by John Greenman
the President and by John Daugherty the
Vice President of Norwest Bank Building Company, a
Minnesota corporation, on behalf of said corporation.

Vicki L. Pini
Notary Public



STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me
this 27th day of October, 1983, by Don Fraser,
the Mayor and by Melvin Weadorf, the
Assist. Comptroller-Treasurer of City of Minneapolis, on behalf of said
city.



Bernard E. Maciej
Notary Public

This instrument was drafted by:
Faegre & Benson
2300 Multifoods Tower
33 South Sixth Street
Minneapolis, Minnesota 55402

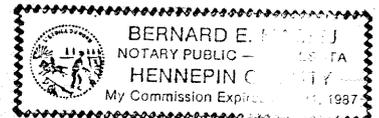


EXHIBIT A

Description of Bank Building Property

Lots 1 through 22, Noble's Subdivision of a part of Block Fifty, Minneapolis. Lots 25 through 35, Auditor's Subdivision Number 156, Hennepin County, Minnesota, including vacated alleys adjoining said lots. Except: The Northeasterly 10 feet of Lots 28, 29, 30, 31, 32, 33, and 34, Auditor's Subdivision Number 156, Hennepin County, Minnesota, and the Northeasterly 10 feet of Lots 1, 2, 3, 4, 5, and 6, Noble's Subdivision of a part of Block Fifty, Minneapolis, all according to the recorded plat thereof and on file at the office of the Register of Deeds, Hennepin County, Minnesota.

Subject to:

1. Real Estate Taxes and installments of Special Assessments not yet due and payable.
2. Lease dated July 7, 1980, by and between Northwestern Bank Building Company, a Minnesota corporation, as landlord, and Northwestern National Bank of Minneapolis, a national banking association, as tenant, as amended by Amendment to and Restatement of Lease dated December 2, 1980 recorded as Document No. 1406034 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609544 in the office of the County Recorder, Hennepin County, Minnesota.
3. Sublease dated July 7, 1980 by and between Northwestern National Bank of Minneapolis, a national banking association, as sublandlord, and Northwest Computer Services, Inc., as tenant, as amended by Amendment to Sublease dated December 2, 1980, a Memorandum of Sublease having been recorded as Document No. 1406035 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609545 in the office of the Hennepin County Recorder, Hennepin County, Minnesota.
4. Assignment of Lease and Agreement dated December 2, 1980, by and among Northwestern Bank Building Company, a Minnesota corporation, Northwestern National Bank of Minneapolis, a national banking association, and New York Life Insurance Company, a New York corporation, recorded as Document No. 1406037 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609547 in the office of the County Recorder, Hennepin County, Minnesota.
5. Terms, conditions and restrictions contained in Gateway Center Urban Renewal Plan recorded as Document No. 3313332 in the office of the County Recorder, Hennepin County, Minnesota, and of the Municipal Housing and Redevelopment Act (M.S.A. Section 462.411 to 462.716).
6. Covenants, restrictions, reservations and conditions (excluding any right of re-entry and forfeiture of title upon default) as contained in Quit Claim Deed dated May 3, 1978, by and between the Housing and Redevelopment Authority in and for the City of Minneapolis, a body politic and corporate created pursuant to the laws of Minnesota, and Northwestern Bank Building Company, a Minnesota corporation, recorded as Document No. 1270615 in the office of the Registrar of Titles, Hennepin County, Minnesota, and as Document No. 4375002 in the office of the County Recorder, Hennepin County, Minnesota.

7. Easement for steam lines in favor of Third Avenue Development Company as created by Easement dated September 24, 1979, recorded September 24, 1979 as Document No. 4506929 in the office of the County Recorder, Hennepin County, Minnesota.

8. Easement for general utility purposes in favor of Northern States Power Company as created by Easement Agreement dated November 9, 1979, recorded December 19, 1979 as Document No. 4530767 in the office of the County Recorder, Hennepin County, Minnesota.

9. Easement for city walkway purposes in favor of the City of Minneapolis as created by Easement Deed dated November 29, 1979, recorded December 28, 1979 as Document No. 4532730 in the office of the County Recorder, Hennepin County, Minnesota and as Document No. 1364438 in the office of the Registrar of Titles, Hennepin County, Minnesota.

10. Mortgage in favor of New York Life Insurance Company dated December 2, 1980 and recorded December 9, 1980 as Document No. 1406036 in the office of the Registrar of Titles, Hennepin County, Minnesota and as Document No. 4609546 in the office of the County Recorder, Hennepin County, Minnesota.

EXHIBIT B

DESCRIPTION OF CITY PROPERTY

Tract 1

Legal Description

Lots 1, 2 and 8, Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, together with all that part of the vacated alley lying between the Southwest line of Lot 8 as extended across it and the Northeast line of Lot 8 as extended across it, and Northeasterly of the Northeast line of Lot 8 and the Northeast line of Lot 8 as extended Northwesterly to the Southeast line of Lot 3, Southeasterly of the Southeast line of Lots 2 and 3, Southwesterly of the Southwest line of Lot 1 and Northwesterly of the Southeast line of Lot 8 as extended Northeasterly to the most Southeasterly corner of Lot 1, except that part of the Northwesterly 6 feet of the adjoining vacated alley lying between the extensions across said vacated alley of the Northeasterly line of said Lot 3 and the Southwesterly line of said Lot 7, all lying within Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

Tract 2

Legal Description

Lots 3, 4, 5, 6 and 7, Bovey's Subdivision of Lots 1 and 2, Block 48, Minneapolis, together with that part of the Northwesterly 6 feet of the adjoining vacated alley lying between the extensions across it of the Northeasterly line of said Lot 3 and the Southwesterly line of said Lot 7, all according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

Tract 3

Legal Description

Lot 3, Block 48, Minneapolis.

Tract 4

Legal Description

Lots 4 and 5, Block 48, Minneapolis.

Tract 5

Legal Description

Parcel 1:

That part of the Northwesterly 30.5 feet of Lot 7 lying Southwesterly of the Northeasterly 10 feet thereof and lying Northeasterly of the Southwesterly 28 feet thereof.

Parcel 2:

That Southwesterly 58 feet of Lot 6, that part of the Southwesterly 28 feet of Lot 7, lying Southeasterly of the Northwesterly 45 feet thereof.

Parcel 3:

That part of Lot 7 lying Southeasterly of the Northwesterly 30.5 feet of Lot 7 and lying between the Southwesterly 28 feet thereof and Northeasterly 10 feet thereof.

Parcel 4:

That part of Lot 6 lying Northeasterly of the Southwesterly 58 feet thereof, except the Northeasterly 10 feet of said Lot 6, all in Block 48, Town of Minneapolis, according to the recorded plat on file or of record in the office of the County Recorder (formerly Register of Deeds) in and for Hennepin County, Minnesota.

All in Block 48, Town of Minneapolis according to the recorded plat thereof.

Tract 6

Legal Description

The Southwesterly 28 feet of the Northwesterly 45 feet of Lot 7 and all of Lot 8, except the Northeasterly 10 feet thereof, Block 48, Minneapolis.

Tract 7

Legal Description

Lots 9 and 10, except the Northeasterly 10 feet thereof, Block 48, Minneapolis.

Subject to an unrecorded agreement with the Metropolitan Transit Commission, whereby the City has agreed to lease a portion of the ground level of the Parking Ramp to the Metropolitan Transit Commission to be used as a transit layover facility and for purposes related to the operation of a para-transit or public transportation system.

EXHIBIT C

Location of Skyway through Operations Center

