

United States Department of the Interior  
National Park Service

441

# National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

RECEIVED 2280

MAY 26 2016

Nat. Register of Historic Places  
National Park Service

### 1. Name of Property

Historic name: Northstar Center

Other names/site number: \_\_\_\_\_

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

### 2. Location

Street & number: 625 Marquette Avenue and 608, 618, and 618 1/2 Second Avenue South

City or town: Minneapolis State: MN County: 053 Hennepin

Not For Publication:  N/A

Vicinity:  N/A

### 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this X nomination \_\_\_ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets \_\_\_ does not meet the National Register Criteria.

I recommend that this property be considered significant at the following level(s) of significance:

\_\_\_ national    \_\_\_ statewide    X local

Applicable National Register Criteria:

X A    \_\_\_ B    \_\_\_ C    \_\_\_ D

<p style="font-size: 1.2em; font-family: cursive;">Barbara Howard</p>	<p style="font-size: 1.2em; font-family: cursive;">May 24, 2016</p>
<p><b>Signature of certifying official/Title:</b> Barbara Mitchell Howard, Deputy SHPO, MNHS</p>	
<p><b>Date</b></p>	
<p>_____</p> <p><b>State or Federal agency/bureau or Tribal Government</b></p>	

<p>In my opinion, the property ___ meets ___ does not meet the National Register criteria.</p>	
<p>_____</p> <p><b>Signature of commenting official:</b></p>	<p>_____</p> <p><b>Date</b></p>
<p>_____</p> <p><b>Title :</b></p>	<p>_____</p> <p><b>State or Federal agency/bureau or Tribal Government</b></p>

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**4. National Park Service Certification**

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register
- other (explain:)

*Joe Eason H. Beall*  
Signature of the Keeper

*7-11-16*  
Date of Action

**5. Classification**

**Ownership of Property**

(Check as many boxes as apply.)

- Private:
- Public – Local
- Public – State
- Public – Federal

**Category of Property**

(Check only **one** box.)

- Building(s)
- District
- Site
- Structure
- Object



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## 7. Description

### Architectural Classification

(Enter categories from instructions.)

CORPORATE MODERNISM

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### Materials: (enter categories from instructions.)

Principal exterior materials of the property:

foundation: STONE/Granite, Limestone

walls: BRICK; STONE/Granite, Limestone; METAL/Aluminum

roof: SYNTHETICS/Rubber

### Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

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### Summary Paragraph

See continuation sheet.

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### Narrative Description

See continuation sheet.



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## 8. Statement of Significance

### Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

### Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

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**Areas of Significance**

(Enter categories from instructions.)

COMMUNITY PLANNING AND DEVELOPMENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Period of Significance**

1963–1966  
\_\_\_\_\_  
\_\_\_\_\_

**Significant Dates**

1963  
1966  
\_\_\_\_\_

**Significant Person**

(Complete only if Criterion B is marked above.)

N/A  
\_\_\_\_\_  
\_\_\_\_\_

**Cultural Affiliation**

N/A  
\_\_\_\_\_  
\_\_\_\_\_

**Architect/Builder**

Edward Baker and Associates (architect)  
Naugle-Leck (contractor)

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**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

See continuation sheet.

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**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

See continuation sheet.

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## 9. Major Bibliographical References

**Bibliography** (Cite the books, articles, and other sources used in preparing this form.)

See continuation sheet.

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### Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # \_\_\_\_\_
- recorded by Historic American Engineering Record # \_\_\_\_\_
- recorded by Historic American Landscape Survey # \_\_\_\_\_

### Primary location of additional data:

- State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other

Name of repository: Minneapolis Photograph Collection, Hennepin County Central Library Special Collections, Minneapolis, Minnesota; Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota; Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

**Historic Resources Survey Number (if assigned):** HE-MPC-9897, HE-MPC-7867, HE-MPC-9898

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## 10. Geographical Data

**Acreage of Property** 2.16 acres

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Use either the UTM system or latitude/longitude coordinates

**Latitude/Longitude Coordinates**

Datum if other than WGS84: \_\_\_\_\_

(enter coordinates to 6 decimal places)

1. Latitude: 44.976506 Longitude: -93.269704

2. Latitude: Longitude:

3. Latitude: Longitude:

4. Latitude: Longitude:

**Or**

**UTM References**

Datum (indicated on USGS map):

NAD 1927 or  NAD 1983

1. Zone: Easting: Northing:

2. Zone: Easting: Northing:

3. Zone: Easting: Northing:

4. Zone: Easting: Northing:

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**Verbal Boundary Description** (Describe the boundaries of the property.)

Tract A:

Parcel 1:

Lots 1, 2, and 3, Block 220, Brown and Jackins' Addition to Minneapolis, according to the plat thereof on file and of record in the office of the Hennepin County Recorder, together with that portion of vacated Seventh Street South, more particularly described below, lying Northwesterly of the Southwesterly extension of the Southeasterly line of said Lot 3. Said street was vacated by Resolution of the City Council, City of Minneapolis, a certified copy of which Resolution was recorded in the office of the Hennepin County Recorder, as Document No. 3257363, as amended by Resolution, as amended by Resolution, a certified copy of which Resolution was recorded as Document No. 3273026.

That part of Seventh Street South described as follows:

Commencing at the point of intersection of the Northeasterly line of Seventh Street South and the Northwesterly line of 2nd Avenue South; thence Northwesterly along the Northeasterly line of Seventh Street South 80 feet 1 1/2 inches to the actual point of commencement; thence deflecting to the left at an angle of 146 degrees a distance of 26 feet 10 inches, thence Northwesterly parallel with the Northeasterly line of Seventh Street South a distance of 168 feet; thence deflecting to the right at an angle of 135 degrees a distance of 21 feet 2 1/2 inches more or less to the Northeasterly line of Seventh Street South; thence Southeasterly along the Northeasterly line of Seventh Street South a distance of 130 feet 9 inches, more or less to the actual point of commencement and there terminating.

Parcel 2:

The Southwesterly 12 feet of Lot 10 and the Southwesterly 12 feet of that part of Lot 9 lying Northwesterly of a line drawn parallel with and 115 feet Southeasterly of the Northwesterly line of said Lot 10 and the Northeasterly extension thereof (measured along the Northeasterly line of Lot 9 and the Northwesterly extension thereof), Block 220, Brown and Jackins' Addition to Minneapolis, according to the plat thereof on file and of record in the office of the Hennepin County Recorder, Hennepin County, Minnesota.

Parcel 3:

The Southwesterly 12 feet of Lot 8 and the Southwesterly 12 feet of that part of Lot 9 lying Southeasterly of line drawn parallel with and 115 feet Southeasterly of the Northwesterly line of Lot 10, and the Northeasterly extension thereof (measured along the Northeasterly line of Lot 9 and the Northwesterly extension thereof), all in Block 220, Brown and Jackins' Addition to Minneapolis, according to the plat thereof on file and of record in the office of the Hennepin County Recorder, Hennepin County, Minnesota.



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Parcel 4:

The Southwesterly 12 feet of Lot 6 and the Southwesterly 12 feet of the Southeasterly 1/2, front and rear, of Lot 7, Block 220, Brown and Jackins' Addition to Minneapolis.

Parcel 5:

The Northwesterly one-half, front and rear, of Lot 7, Lot 8 except the Southwesterly 12 feet thereof, and except that part of Lot 9 lying Southeasterly of a line drawn parallel with and 115 feet Southeasterly of the Northwesterly line of Lot 10, and the Northeasterly extension thereof (measured along the Northeasterly line of Lot 9 and the Northwesterly extension thereof), all in Block 220, Brown and Jackins' Addition to Minneapolis, according to the plat thereof on file and of record in the office of the Hennepin County Recorder, Hennepin County, Minnesota .

Parcel 6:

Lot 6, and the Southeasterly one-half, front and rear, of Lot 7, Block 220, Brown and Jackins' Addition to Minneapolis, except the Southwesterly 12 feet thereof.

Tract B:

Lot Four (4) and Lot Five (5), Block Two Hundred Twenty (220), Brown and Jackins' Addition to Minneapolis, together with that portion of the Northeasterly one-half (Nely 1/2) of Seventh Street South lying between the center line of Second Avenue South extended and the Northwesterly line of said Lot Four (4) extended and that portion of the Northwesterly one-half (Nwly 1/2) of Second Avenue South lying between the center line of Seventh Street South extended and the Northeasterly line of said Lot Five (5) extended;

Together with that portion of vacated Seventh Street South, more particularly described below, lying between the Northwesterly line of said Lot 4 extended Southwesterly and the Southeasterly line of said Lot 5 extended Southwesterly. Said street was vacated by Resolution of the City Council, City of Minneapolis, a certified copy of which Resolution was recorded in the office of the Hennepin County Recorder, as Document No. 3257363, as amended by Resolution, a certified copy of which Resolution was recorded as Document No. 3273026.

That part of Seventh Street South described as follows:

Commencing at the point of intersection of the Northeasterly line of Seventh Street South and the Northwesterly line of 2nd Avenue South; thence Northwesterly along the Northeasterly line of Seventh Street South 80 feet 1 1/2 inches to the actual point of commencement; thence deflecting to the left at an angle of 146 degrees a distance of 26 feet 10 inches, thence Northwesterly parallel with the Northeasterly line of Seventh Street South a

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distance of 168 feet; thence deflecting to the right at an angle of 135 degrees a distance of 21 feet 2 1/2 inches more or less to the Northeasterly line of Seventh Street South; thence Southeasterly along the Northeasterly line of Seventh Street South a distance of 130 feet 9 inches, more or less to the actual point of commencement and there terminating.

**Boundary Justification** (Explain why the boundaries were selected.)

These boundaries encompass all of the parcels historically associated with the Northstar Center.

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**11. Form Prepared By**

name/title: Jessica Berglin and Charlene Roise  
organization: Hess, Roise and Company  
street & number: 100 North First Street  
city or town: Minneapolis state: MN zip code: 55401  
e-mail: berglin@hessroise.com; roise@hessroise.com  
telephone: 612-338-1987  
date: November 22, 2015

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**Additional Documentation**

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

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### Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

See continuation sheet.

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

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**DESCRIPTION**

**Summary**

The Northstar Center, developed in the early 1960s by Baker Properties, comprises two buildings that occupy most of a city block bounded by South Sixth Street, Second Avenue South, South Seventh Street, and Marquette Avenue in downtown Minneapolis.<sup>1</sup> One building, which was constructed between 1961 and 1963, has three interconnected sections. Two of these sections, the Cargill Building and a hotel, are towers that rest on the third section, a parking garage, which forms a pedestal beneath them. Shared retail space and elevator lobbies dedicated to each use are on the first floor. An eighth-story rooftop courtyard, part of the hotel, forms an interstice between the hotel and the Cargill Building. Filling in the north end of the courtyard is the south wall of the second building, the Pillsbury Building. Erected in 1916, this thirteen-story structure has a seven-story addition from the 1960s that extends west over the parking garage. The two buildings are linked via an underground loading dock on the basement level and by corridors on the first and seventh floors. Second-floor skyways and underground tunnels connect the Northstar Center to buildings on adjacent blocks.

A retail corridor on the second floor of the Cargill Building also goes to a low-rise building on the northwest corner of the block that was erected as a bank and opened in 1949. This building was not redeveloped as part of the Northstar Center, nor did it come under the ownership of Baker Properties as the rest of the block did, so it is not included in this nomination.

Designed by Edward Baker and Associates (no relation to Baker Properties), the Northstar Center is an example of Corporate Modernism. When the center opened in 1963, it was Minneapolis's first mixed-use development offering office, retail, entertainment, and hotel functions. The Northstar Center created a new property type in downtown Minneapolis during the city's mid-twentieth-century renaissance. Heralded as a city within a city, it was described as "a collection of three separate buildings [Cargill, Northstar Inn, Pillsbury], linked together by a common ownership, shared retail and pedestrian walkway areas." The popularity of the office space and hotel led to both the Cargill Building and the Northstar Inn receiving two-story additions in 1966. Today, the Northstar Center continues the historic pattern of mixed uses and displays good integrity despite some inevitable alterations to meet commercial requirements in the late twentieth century.<sup>2</sup>

**NARRATIVE DESCRIPTION**

**Exterior**

The Northstar Center is unified by the use of black granite at its base. There is also a common vocabulary of materials for the construction done in the 1960s: buff-brick panels, limestone bands, and aluminum grilles. Using this common vocabulary, augmented by a few other materials, each section of

<sup>1</sup> The streets are not aligned on cardinal points, so this nomination assumes South Sixth Street to be north, Second Avenue South to be east, etc.

<sup>2</sup> "Northstar Center: Doing Double Duty as Multi-Use Complex," *Northstar Center Stage*, December 1987, 4.

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the complex is uniquely articulated, with each design specifically related to the function of that section. Overall, the facades emphasize the verticality of the complex, with a horizontal element at the roof line serving as a cornice.

*Hotel, Cargill Building, and Parking Garage*

The hotel—historically known as the Northstar Inn and now part of the Crowne Plaza hotel group—is located at 618 1/2 Second Avenue South and occupies the southeast corner of the Northstar Center (Photograph 1). A commercial retail space and a hotel lobby are on the first floor, while the parking garage occupies the second through sixth floors. Hotel functions resume on the seventh floor and continue to the seventeenth floor.

On the east facade, the hotel entrance is in its original location but features a non-historic three-story surround made of stone, aluminum panels, and glass. This entrance is flanked by entrance and exit ramps to the parking garage. An original commercial retail space (Photograph 7) is in the southeast corner of the building on the ground level, next to the parking ramp and hotel entrance. Storefront windows alternate with tan-brick panels, and both elements are set atop a black, granite base. Buff-colored limestone “pilasters” rise from black granite bases on the first story to a flush, horizontal band at the cornice line. These vertical elements unify the facades of the six-story parking section and the eleven-story hotel section, the composition is further framed by a closer spacing of the pilasters at the corner bays. The walls between the pilasters are slightly recessed. On the garage section, they hold alternating vertical bands of tan brick and aluminum grilles. On the hotel section, dark brown brick spandrel panels separate horizontal bands of windows on floors seven through seventeen (Photograph 1). On these levels, two pairs of windows flank a brick panel except for in the end bays, which hold three windows. In all of the bays, the bands of windows and the spandrel panels extend from pilaster to pilaster. The fenestration pattern carries over to the west wall of the hotel, which overlooks the hotel’s rooftop courtyard (Photograph 11), but is interrupted by the partially projecting shaft of the hotel’s elevator. The shaft rises above the hotel’s flat roof and incorporates the elevator penthouse. On top of the penthouse is a historic metal sculpture with North Star iconography (Photograph 12) that was designed as part of the architects’ branding scheme for the center. The shaft and penthouse display original brick sheathing as well as non-historic metal panels. At the base of the tower is a historic brick-and-glass-enclosed vestibule, which is the entrance to the eighth-floor courtyard. The east facade of the Cargill Building forms the west side of the courtyard and the windowless brick south wall of the Pillsbury Building is on the courtyard’s north side. There is a metal railing along the courtyard’s open (south) side. The courtyard is paved with brick and has planters with vegetation along the perimeter.

The south facade of the hotel is visually integrated with the facade of the garage floors beneath it, with the majority of both sheathed with brick panels (Photograph 2). The brick serves as the support for a historic metal sculpture with North Star iconography (Photographs 1 and 2). Like the sculpture atop the penthouse, this sculpture was designed as part of the architects’ branding scheme for the Northstar Center. On the hotel section, a vertical row of windows and a limestone pilaster run along each edge of the tower. The pilasters extend to the garage section, and the vertical line of the windows is continued by aluminum grilles. This resumes the pattern of brick, aluminum grilles, and stone from the garage’s east



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facade. The same pattern is repeated on the south and west facades of the garage section except when it is interrupted above the main entrance of the Cargill Building (Photograph 3).

Located at 625 Marquette Avenue, the Cargill Building occupies the southwest corner of the Northstar Center (Photographs 3 and 4). Commercial retail spaces are on the first floor and part of the second floor, while the parking garage occupies part of the second and all of the third through sixth floors. The seventh floor, which is shared with the hotel, holds offices and banquet rooms. Corporate tenants occupy offices on the eighth through seventeenth floors.

The main entrance on Marquette Avenue has original metal doors and a non-historic canopy and light fixtures. Steel paneling and a stone surround are above the historic entrance and date to a 1980s renovation. A historic panel of dark brown brick fills the garage facade above the entrance bay. A historic sculpture is missing from this panel. Another Marquette Avenue entry to the north was originally vehicular access for drive-in banking; it was subsequently infilled, but the chamfered corners are still visible. A panel of dark brown brick on the second story marks the location of a former skyway, the first of its kind in Minneapolis. The skyway burned in 1982 after a department store on an adjacent block caught fire on Thanksgiving Day. The fire also claimed the Northwestern National Bank Building. When the Norwest (now Wells Fargo) Center opened in 1989, a new skyway replaced the older one over Marquette Avenue, but it was attached to the former Midwest Federal Savings and Loan Building rather than the Cargill Building. Despite this, the brick panel and evidence of the earlier skyway connection on the Cargill Building remain.

An original secondary pedestrian entrance with metal doors is on South Seventh Street (Photograph 13). The entrance is beneath a historic glass and steel skyway, the oldest that survives in the Minneapolis skyway system (Photograph 8). Storefront windows are along the first story of both the west and south walls. The storefront bays are delineated by granite piers. A historic recessed pedestrian arcade runs beneath the Seventh Street entrance and exit ramps for the parking garage (Photograph 9).

On the south and west facades, windows for second-story commercial retail spaces were originally screened with aluminum grilles, which carry over to the parking garage section of the second story. Windows on the seventh story are recessed from the wall plane, clearly delineating the office use from the parking garage below. Rectangular window openings with brown-brick spandrel panels below form a regular fenestration pattern on the eighth through sixteenth stories. They are separated by slightly projecting vertical bands of tan brick and limestone pilasters. The brick bands stop below the seventeenth-floor windows, which are in bands recessed from the wall plane. As with the hotel, the pilasters are more closely spaced at the corner bays and they continue to a flat cornice capping the composition. This architectural pattern is carried over to the north wall of the Cargill Building above the seventh floor; the lower levels of this wall are obscured or completely covered by a former bank building on the northwest corner of the block, which is not historically associated with the Northstar Center (Photograph 4). The east wall of the Cargill Building overlooks the hotel's rooftop courtyard and features the same architectural pattern as the previously described walls (Photograph 11). A penthouse and mechanical equipment are on the flat roof.



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The T-shaped parking garage extends to a section of the Northstar Center that fronts on South Sixth Street, where it forms a pedestal for the addition to the Pillsbury Building, which is described below. Entrance and exit ramps to the garage, as well as access to the basement loading dock area, are on Sixth Street (Photograph 5). The openings are trimmed with black granite. A commercial retail space with a precast-concrete storefront occupies part of the ground level of the parking garage. A doorway provided access to a bar that once occupied this space, but the unit is now vacant. The garage walls have vertical brick panels articulated by stone ribbing. Aluminum grilles fill the space between these panels. The west wall of the parking garage is obscured or completely covered by a former bank building on the northwest corner of the block, which is not historically associated with the Northstar Center (Photograph 5).

*Pillsbury Building*

The northeast corner of the Northstar Center is the Pillsbury Building, located at 608 Second Avenue South. The earliest section of the building is a thirteen-story, stone-clad, reinforced-concrete skyscraper that dates to 1916 (Photograph 6). Its design was substantially modified in the early 1960s in response to the development of the Northstar Center, so the building's appearance during the period of significance includes alterations from that renovation. In this description, the term original refers to features from the 1916 construction and the term historic refers to attributes from the 1960s update.

Elaborate stone detailing remains on the north and east facades from the original 1916 construction. Along the east facade, an original concrete and stone parapet with a pressed-metal cornice is set back from the primary wall surface (Photograph 28). Directly edging the sidewalks along South Sixth Street and Second Avenue South, two-story storefront bays from 1916 were altered by the 1940s and in the 1960s, and have been modified since. While they now hold non-historic windows and steel inserts, the storefront bays retain their original two-story configuration. The original stone piers separating the storefront bays have original granite bases (Photograph 10). The building has historically had a major entry on Second Avenue and another on Sixth Street. An entrance with original 1916 stone detailing and historic 1960s metal doors continues to serve as a primary entrance on Second Avenue South. A non-historic canopy and skyway are above this entrance (Photograph 10). The 1916 detailing has been removed from the Sixth Street entrance, which is in an original location but holds non-historic doors. Non-historic spandrel-glass windows have replaced all of the upper-story windows on both the north and east facades. In 1963, the seventh through thirteenth floors were extended to the west above the parking garage built for the Northstar Center, which was described in the previous section. The north and west facades of this addition feature historic vertical brick panels articulated by stone ribbing that rise to a flat cornice band. On the thirteenth floor, the historic stone ribbing separates a row of recessed, square windows. The floors below have vertically aligned rectangular window openings alternating with uninterrupted panels of brick (Photograph 5). Large mechanical equipment and a penthouse are on top of the Pillsbury Building's flat roof.

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**Interior**

The internal configuration provides the rationale for dividing the Northstar Center into two separate buildings. The Cargill Building and the hotel share a floor plate on the subbasement, basement, first, and seventh levels, and the T-shaped parking garage occupies part of the second floor of the Cargill Building, the entire second floor of the hotel, and the third through sixth floors of each (Figures 11–16). These interconnections functionally and structurally unite the three sections into a single building. The 1916 Pillsbury Building and its seven-story office addition, which collectively form the second building within the Northstar Center, do not have the same inner connections to the rest of the center. Although the 1916 section of the Pillsbury Building is connected to the ground-level arcade and the seventh-floor hotel lobby, the linkages are openings in the wall instead of shared floorplates (Figures 11 and 14). The height of the floorplates in the Pillsbury Building are different than the rest of the center. The seven-story office addition above the parking garage is physically integrated with the upper levels of the 1916 section of the Pillsbury Building (Figures 14–16). This integration is the result of Pillsbury's expansion in the 1960s, when an original light court was filled in to extend the office building to the west on the seventh through thirteenth floors. Original partitions were removed, leaving only the north and east facades as evidence of the earlier configuration. Although the south wall of the Pillsbury Building abuts the Cargill Building and the hotel above the seventh floor, there are no internal penetrations between them (Figures 15 and 16).

*Hotel, Cargill Building, and Parking Garage*

The hotel basement holds hotel service areas as well as retail tenants and is connected to the former Minneapolis Athletic Club across Second Avenue South via a historic underground tunnel (Photograph 14). A historic escalator runs between the basement and the first floor, and the basement elevator lobby has historic marble wall panels, baseboards, and terrazzo floors. A historic metal sign is above the elevators. An elevator lobby on the first floor has non-historic finishes that were part of a recent renovation when the hotel became part of the Crowne Plaza brand. The hotel lobby on the seventh floor was renovated under the new brand as well (Photograph 21). Hotel offices, featuring historic wood-paneled walls, are located along the southern corridor of the seventh floor (Photograph 22), while the interior of the floor is dedicated to restaurant and banquet room functions. Two features from the 1960s lounges and club rooms remain in their original locations and were incorporated into the new banquet rooms during the most recent renovation: a bar area with wood-paneled walls (Photograph 23), and a fireplace with a wood-paneled mantel flanked by bookcases (Photograph 24). Both were in a club room historically occupied by the Hennepin County Bar Association. Although the restaurant and banquet and meeting rooms date to a recent hotel upgrade under a new brand, their function and location at the center of the floor are consistent with the historic design intent for the Northstar Center. The corridor connecting the hotel lobby with the Cargill Building's elevator lobby and the leasable offices along the perimeter walls are also consistent with the original design for the center. The eighth through seventeenth floors hold guest rooms. On these floors, the historic configuration of a single double-loaded corridor remains (Photograph 25), although the finishes were renovated under the new brand. Typical finishes throughout the updated hotel include carpeted and tiled floors, wallpapered and tiled walls, and gypsum-board and acoustic-tile ceilings.

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At the ground level of the Cargill Building, the first and part of the second floors are occupied by retail tenants (Photograph 18 and 19). Part of the second floor and all of the third through sixth floors are occupied by the parking garage. The seventh floor has offices along the south and west perimeter walls and hotel banquet rooms at the interior. Floors eight through seventeen are occupied by corporate tenants.

Every floor has a central core consisting of elevators, restrooms, and a stairwell that runs from the subbasement to the roof. Elevator lobbies on the first and second floors received modifications during a 1980s renovation, but several historic materials remain. Textured steel elevator doors are historic elements, as are the tan marble wall panels, black marble base boards, triangular elevator indicator lights, and metal numbers above each door. Tiled floors, brown marble trim, and coffered ceilings with geometric pendant light fixtures are updates from the 1980s renovation (Photograph 15). Elevator lobbies on floors seven through seventeen were not updated as part of the 1980s renovation, but they have been updated since that time. Non-historic finishes include carpet flooring, gypsum-board walls that have been wallpapered, and gypsum-board or acoustic-tile ceilings. These are consistent with historic finishes on these floors, which were specified by office tenants and varied on each level.

A historic escalator (Photograph 17) near the first- and second-floor elevator lobbies connects the shared retail spaces, which were also modified in the 1980s and later in the twentieth century. The first floor was historically laid out as an arcade with a central hallway flanked by retail tenant spaces featuring floor-to-ceiling plate-glass windows and doors (Figure 11). This arrangement was modified in the 1980s, when the space was opened up as a retail and food court. Despite this change to the layout, corridors from the Pillsbury Building and entrance vestibules remain. The space was designed as an internal walkway to allow pedestrians to connect to the skyway system. Consistent with this intent, the space continues to function as a link between different sections of the Northstar Center and buildings within the skyway system.

A retail corridor on the second floor, which is also part of the skyway system, received updates to the finishes in the 1980s and later in the twentieth century. Despite these changes, the layout follows the historic configuration of a central corridor flanked by retail tenant spaces. A skyway bridge over Seventh Street is attached to the south wall of the building, while an internal doorway connects the Cargill Building to the adjacent building to the north, which was not redeveloped by Baker Properties and is not part of the Northstar Center. The linkage between the Cargill Building and the adjacent building to the north is marked by a short flight of steps because the floorplates of the two buildings are not the same height. Glass doors provide further separation between the two buildings.

The seventh floor of the Cargill Building is connected to the hotel lobby through a corridor that runs east from the elevator lobby. The shared seventh floor between the Cargill Building and the hotel has a restaurant and banquet and meeting rooms at the interior of the floor, while offices line the perimeter of the south and west walls, as described earlier.

The building was designed with a regular grid of square reinforced-concrete columns to accommodate a variety of layouts and provide maximum adaptability for office tenants on floors seven through

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seventeen (Photograph 26). Typical finishes in the office spaces include gypsum-board walls that have been painted or wallpapered; carpet or tile flooring; and gypsum-board or acoustic-tile ceilings. These finishes are consistent with historic finishes in the building, which were specified by individual tenants and varied on each level.

The reinforced-concrete parking garage has access ramps from grade on the north, east, and south sides of the Northstar Center. It occupies part of the second level and all of the third through six levels of the building it shares with the hotel and Cargill Building. The garage is accessed internally through dedicated elevators that run from the basement to the seventh floor. The garage elevators are next to the elevators for the Cargill Building and the hotel. Beneath part of the garage is the Northstar Center's underground loading dock.

*Pillsbury Building*

The Pillsbury Building is thirteen floors above a basement and a subbasement. Originally U-shaped, the light court was filled in and the elevators and lobbies reconfigured during the Northstar Center development in the 1960s. The upper levels of the building, floors seven through thirteen, are extended to the west and sit atop the parking garage. The building features a regular grid of square, reinforced-concrete columns sheathed in gypsum board to accommodate a variety of layouts and provide maximum adaptability for tenants (Photograph 27). Every floor has a central core consisting of six elevator bays, restrooms, and maintenance closets, as well as an original stairwell along the south wall that runs from the basement to the roof. The elevator lobby on the first floor received modifications during a 1980s renovation; the lobbies on the upper levels were updated along with tenant transitions in the 1990s and early 2000s. In the first-floor lobby, stainless-steel elevator doors are historic 1960s elements, as are the black marble wall panels, black marble base boards, and the triangular elevator indicator lights. A tiled floor, white marble pilasters and trim around the elevators, mirrored wall panels, and a coffered ceiling with geometric pendant lights are from the 1980s renovation (Photograph 16). The Northstar Center's shared retail space is accessed through the west end of the first-floor lobby of the Pillsbury Building (Photograph 20). On the seventh floor, a corridor running south from the elevator lobby terminates at steps that go into the hotel lobby.

A non-historic skyway lobby was added to the second floor in the 1990s when a skyway bridge was installed over Second Avenue to the new Capella Tower across the street. The non-historic lobby replaced commercial office spaces. It expanded the footprint of the historic second-floor elevator lobby with the addition of a non-historic escalator, which connects retail spaces next to the first- and second-floor skyway lobbies.

On the upper levels of the Pillsbury Building, typical finishes in the commercial office spaces include gypsum-board walls that have been painted or wallpapered, carpet or vinyl-tile flooring, and gypsum-board or acoustic-tile ceilings (Photograph 27). These finishes are consistent with historic finishes in the building, which were specified by individual tenants and varied on each level.



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**INTEGRITY**

The Northstar Center has good integrity despite alterations from the late twentieth century. The property has never been moved and remains at the heart of Minneapolis's business district, so its integrity of location and setting are intact. The Northstar Center has excellent material integrity on the exterior through the retention of original stone, brick, granite, and metal features, which are characteristic of the 1960s. The external arrangement of these materials visually distinguishes internal functions, a hallmark of the center's Corporate Modern design. Historic sculptural features with North Star iconography are intact, further underscoring the property's integrity of design. These elements contribute to the property's integrity of workmanship as well. Historic metal doors are intact at several entrances, and many of the elevator lobbies retain Modern design elements such as triangular elevator indicator lights and metal signage that were original to the 1960s scheme. Although the interior's material integrity has been affected by tenant customization, as is to be expected with this building type, the original design intent remains intact. The layout of the shared retail space on the first floor was altered in the 1980s and later in the twentieth century, but corridors from the Pillsbury Building and entrance vestibules remain. The space was designed as an internal walkway to allow pedestrians to connect to the skyway system and buildings within that system. Despite alterations to the layout, the shared retail space continues to serve this function and complements the architects' intent of creating a space flexible enough to remain commercially competitive in the ever-evolving downtown economic climate. The interiors of the office buildings were historically designed to have open floor plates with a central core to maximize flexibility in tenant arrangements (and rearrangements), while the hotel was designed with a central double-loaded corridor. These spatial relationships have not been severed despite alterations from tenant transitions and hotel updates over the years. The spatial relationships on the shared seventh floor—offices along the south and west perimeter walls with meeting rooms at the interior of the floor—also remain. Some historic materials are extant in these spaces including original wood furniture and millwork from one of the 1960s club rooms, and wood-paneled walls and plate-glass windows at the hotel offices. The historic pool, restaurants, and lounges were replaced with a new restaurant and hotel meeting and banquet rooms in the late twentieth century. Despite this, the seventh floor remains the center of banquet and conference events and continues to serve as a connecting link between the Pillsbury Building and the rest of the Northstar Center. Several historic circulation features including original skyway connections and escalators between the skyway, ground-level arcade, and underground tunnel are intact. As the birthplace of the Minneapolis skyway system, these connections were critical to the Northstar Center's design and functionality and they allow the building to continue operating as the multi-function, multi-building city-within-a-city its creators imagined. All of these considerations contribute to the integrity of feeling and association for the Northstar Center, an icon of Minneapolis's Modern renaissance in the 1960s.

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**STATEMENT OF SIGNIFICANCE SUMMARY PARAGRAPH** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The history of the multi-building Northstar Center is intertwined with the evolution of downtown Minneapolis in the mid-twentieth century. The Northstar Center is locally significant under Criterion A in the area of Community Planning and Development for its key role in successfully reviving the city's commercial core, which was threatened by blight in the decades after World War II as businesses moved to suburbia. The period of significance is 1963 to 1966, beginning in the year the center opened and ending in the year that the Cargill Building and Northstar Inn each received two-story additions because demand had exceeded their original capacities.

**NARRATIVE STATEMENT OF SIGNIFICANCE** (Provide at least one paragraph for each area of significance.)

The history of the Northstar Center is intertwined with the evolution of downtown Minneapolis in the mid-twentieth century.<sup>1</sup> According to historians Judith Martin and Antony Goddard, the city needed to reinvent itself as a "corporate city" to remain economically competitive after its milling and manufacturing industries started declining in the 1920s. This transition "greatly accelerated after the Depression and World War II," according to the authors of *Past Choices/Present Landscapes: The Impact of Urban Renewal on the Twin Cities*. They described the conditions of both downtown Minneapolis and Saint Paul as "cramped" and "worn," noting that "with a few exceptions . . . almost nothing new had been built in either downtown since the late 1920s." Martin and Goddard affirmed that "creating a corporate city required new, modern buildings" to serve the needs of a growing professional sector that replaced the industrial mainstays that built Minneapolis in the nineteenth century.<sup>2</sup>

### **Clearing the Way for a Modern Minneapolis**

The biggest threat to Minneapolis's success in the first decades of the twentieth century was the "lower loop," an area roughly centered at the intersections of Hennepin, Nicollet, and Washington Avenues at the northern edge of downtown. Initially known as Bridge Square—and later the Gateway—the district was the heart of the business community in the city's pioneer days since it was at the foot of the Hennepin Avenue Bridge, the birthplace of Minneapolis in the mid-nineteenth century. As a journalist later noted, however, the city "was already pressing south at a rapid rate" by the 1890s "and the 'spit and polish' along Washington Avenue was doomed to decay." Writing in 1953, the journalist summarized the district's downward spiral as it became the "skid row" of Minneapolis:

The department stores . . . led the southward parade and a few years later an electrified street car

<sup>1</sup> Parts of this section have been adapted from Charlene Roise and Erin Hanafin Berg, "Farmers and Mechanics Savings Bank," National Register of Historic Places nomination, July 2005.

<sup>2</sup> Judith Martin and Antony Goddard, *Past Choices/Present Landscapes: The Impact of Urban Renewal on the Twin Cities* (Minneapolis: Center for Urban and Regional Affairs, 1989), 58–60.



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system cemented the trend. But the Gateway itself stood still. New elements began to move in and make use of the still sturdy buildings. On their heels came the migratory workers, harvest hands in summer, lumberjacks on their way to the woods in winter. Railroads recruited their section hands from offices set up near their depots. Inevitably, too, a new crop of shopkeepers moved into the district to cater to the wants of the migrants. There were saloons a-plenty, pawnshops, burlesque theaters and flophouses. Red lights began to wink through drawn shades. And, as the horseless carriage began to displace the traditional pair of spanking bays, members of the family-out-for-a-drive-on-Sunday began to become increasingly conscious of the idle men filling the streets of the lower loop, and of their rough clothes and rougher speech.<sup>3</sup>

Throughout the early twentieth century, civic groups and government officials developed a series of improvement projects to combat the plummeting condition of the lower loop, but these only achieved piecemeal results and did not have the widespread effects they desired. The leaders were not deterred, however, and by the mid-twentieth century they had the mechanisms in place to produce the changes they had long envisioned. In 1947, the state legislature established the Minneapolis Housing and Redevelopment Authority (HRA), which had the power to condemn privately owned properties for the public good. With condemnation power, the HRA could cut through the maze of property titles that impeded previous redevelopment efforts. As one newspaper explained, instead of seeing "tax title after tax title held in the name of a real estate firm or a security house acting as agent" for "dead buildings owned by dead people," the HRA could go to court for permission to take a property. Through the process, an appraiser would set the property's value, eliminating the need for "half-a-dozen heirs to agree on a purchase price," the article continued. If the court approved the taking, the housing authority received the property's title and it was "up to the old owners to carry the burden of court action, if they [sought] higher awards."<sup>4</sup>

Although this tool was meant to expedite acquisitions, years passed before any real signs of progress were visible in the lower loop due to a cumbersome bureaucratic process. First, the city planning commission would have to develop and adopt an urban renewal plan, which would then be submitted to the HRA so that agency could carry out an independent study of the subject area to ensure the proposed work met the program's urban renewal requirements. As Martin and Goddard describe, the HRA's renewal goals for downtown "were different from those strictly associated with [neighborhood] slum clearance. The primary focus was not on better housing or an improved social climate, but on *economic* redevelopment." If the city's proposed plan demonstrated that it could boost the stagnating economic climate of downtown, the housing authority would then request a subsidy from funds that Congress had earmarked for urban renewal initiatives. At that point, the federal government would then conduct another survey to evaluate the city's plan. Only after federal funds were committed could the HRA ask the court to condemn properties necessary to executing the plan.<sup>5</sup>

Minneapolis's urban renewal plan followed models from similar programs in Pittsburgh, Philadelphia, Chicago, and Saint Louis, as well as the recommendations of Robert Cerny, a prominent local architect.

<sup>3</sup> Frank Murray, "Gateway Built Too Well, Just Won't Give Up," *Minneapolis Star*, September 22, 1953.

<sup>4</sup> Frank Murray, "New Agency May Get Action," *Minneapolis Star*, September 26, 1953.

<sup>5</sup> Ibid; Martin and Goddard, *Past Choices/Present Landscapes*, 59.

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Cerny, a principal at Thorshov and Cerny, was also a professor of architecture at the University of Minnesota and served as chairman of the Chamber of Commerce's Lower Loop Committee and executive secretary of the Civic Center Association. A disciple of renowned modernists Le Corbusier and Mies van der Rohe, Cerny envisioned the lower loop filled with curtain-wall high-rise buildings that were interlaced with pedestrian plazas and dedicated automobile networks. Central to the plan was a new civic center—complete with a public library, a federal courts building, a city hall annex, and a public health building—that would be placed along Fourth Street. Nearby, a 3,000-car parking garage would cover a two-block area and directly connect to a new sunken freeway running parallel to Washington Avenue South. Approximately 300 buildings would need to be demolished to carry out the city's proposed \$85-million plan, which would be paid over the next twenty years with half of the money coming from private funds and the rest from federal, state, and local government sources. The plan was adopted by the city in 1952 and submitted to the HRA, which began its independent survey in early 1953 to evaluate whether the proposed work could be justified for the common good. The plan's review—first by the HRA and subsequently by the federal government—lasted six years before the first building in downtown Minneapolis was razed in the name of slum clearance. In the meantime, downtown's civic and business leaders presented a united front to garner support from the public and lobby for the plan's approval.<sup>6</sup>

Although the urban renewal initiative was led by the public sector, city officials knew they needed commitments from private developers and the business community to make their aggressive proposal a success. A concerted effort could also better demonstrate to federal reviewers the plan's value to the public, so the *Minneapolis Star* announced in September 1953 that “city hall and Marquette avenue [the heart of the business district] have at last joined hands in a broad objective. Their joint target is permanent improvement of an area roundly condemned by firemen as a ‘potential holocaust’; by police as a stronghold of petty vice and crime; by medical men as a ‘vicious health menace’; and by engineers as a ‘house of cards, ready to collapse in the next big wind.’” No specifics were given, but the article affirmed that “mighty changes” were in the works.<sup>7</sup>

Civic and business leaders were initially slow to collaborate, but two major developments jolted them into action. In July 1955, General Mills—a long-time economic mainstay in downtown—announced that it would be relocating to a new corporate headquarters in Golden Valley, a western suburb of Minneapolis. Meanwhile, construction for Southdale Center—one of the first enclosed shopping malls in the nation—was underway in Edina, just southwest of the city. Determined to keep Minneapolis from following in the footsteps of so many other declining American cities, the united community leaders launched offensive strategies to keep an urban exodus at bay.<sup>8</sup>

Shortly after the General Mills announcement, business executives formed the Downtown Council to develop priorities for reinvigorating downtown. The group was soon collaborating with city hall on

<sup>6</sup> “Lower Loop Plan Adopted,” *Minneapolis Journal*, September 19, 1952; Abe Altowitz, “Lower Loop Plan to Cost \$85,000,000,” *Minneapolis Star*, February 15, 1952; Murray, “New Agency.”

<sup>7</sup> Martin and Goddard, *Past Choices/Present Landscapes*, 18; Frank Murray, “Shadow of Doom Again Hovering over Gateway,” *Minneapolis Star*, September 21, 1953.

<sup>8</sup> Linda Mack, “Gateways of Change,” *Architecture Minnesota* 17 (May/June 1991): 36-39, 64-65.

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recruiting new progressive thinkers to the planning department to address the issues that plagued downtowns in the modern era: increasing automobile congestion within older street networks, inadequate parking infrastructure, new freeway systems that were being planned, and suburban development that drastically outpaced construction in the city. As one writer described, “new construction in the central area . . . had been as scarce as snowballs in July. Within the past 11 years the amount of downtown office space had increased at an average rate of less than 1% a year (about 38,000 sq. ft. annually). At the same time, a very conservative estimate of growth for outlying areas showed an average rate of over 100% per year (75,000 sq. ft. annually).” Over the course of four years, the department’s budget was increased over 300 percent to attract the brightest planning minds from leading universities across the country. Lawrence Irvin, the city’s planning director, described the transformation as “a renaissance in planning for Minneapolis,” which also brought two landscape architects, an engineer, and an expert in business administration and law to the team.<sup>9</sup>

With a progressive planning department in place, officials also took to the local newspapers to arouse public interest while the city’s urban renewal plan was still undergoing review. A series of editorials in the *Minneapolis Star* appealed to readers’ sensibilities. In the first article of the series, Mayor Eric Hoyer was quoted as saying “our first problem is to get people together, in agreement, on a plan of procedure” for clearing up “skid row,” which was painted as a haven for transient criminals and panhandlers. Two weeks later, Robert Cerny warned readers that blight could spread and conditions worsen if no actions were taken. But he also described a positive alternative, calling the lower loop “potentially one of the most exciting and valuable areas in the region,” and presented a redevelopment model as one potential solution for reinventing the district. A description of his proposal read: “The removal of blighted buildings in the lower loop and clearing a large unencumbered land area will provide a breathing space for the entire loop, and will provide areas for reorganizing traffic, for parking, for green areas and the construction of modern buildings planned organically in relation to each other.”<sup>10</sup>

Both articles were published in July 1955. A month later, A. C. Godward, the executive director of the HRA, submitted to his board the agency’s independent survey report, which recommended a 32-acre redevelopment area. The board, however, voted to double that size and suggested that the riverfront area—including Nicollet Island and the east bank—also be considered within the renewal district.<sup>11</sup>

Details were scrutinized for an additional three years before the HRA submitted an application to the federal urban renewal program. Federal reviewers dissected the plan even further, prompting a group of Minneapolis leaders to lobby their case in Washington, D.C. Their efforts were successful and the group returned to Minnesota with a commitment for funding. In December 1958, the front page of the *Minneapolis Star* proclaimed “New ‘Gateway Center’ Area Plan Revealed,” both announcing the long-anticipated renewal plan and rechristening the twenty-two-block district, which was roughly bounded by Hennepin Avenue, South Fourth Street, Third Avenue South, and South First Street. According to

<sup>9</sup> Lawrence Irvin, “A Renaissance in Planning for Minneapolis,” *Northwest Architect* 23 (March/April 1959): 31, 53-55; “Minneapolis Faces the Future,” *Buildings* 55 (June 1961): 32-35.

<sup>10</sup> Jay Edgerton, “Can We Clear Up City’s Skid Row?,” *Minneapolis Star*, July 11, 1955; Robert Cerny, “Minneapolis Must Revitalize Its Lower Loop,” *Minneapolis Star*, July 25, 1955.

<sup>11</sup> Paul Veblen, “Expansion of the Lower Loop Plan Asked,” *Minneapolis Tribune*, September 2, 1955.



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Robert Fischer, chairman of the Downtown Council's development committee, leaders hoped that rebranding the lower loop would bring a "psychological newness" to the area. In contrast to the predominantly small-scale commercial and retail blocks that lined the streets, planners announced that, after redevelopment, the neighborhood would be characterized by "large institutional office buildings, . . . hotels or motels, and multi-level parking ramps," in addition to the civic center that was already in the works. They reported: "Although there could well be some service and retail shops in the Gateway Center, we do not believe that major stores should be centered in this area. . . . Nor do we contemplate rental office buildings in the Center."<sup>12</sup>

With a commitment of federal funds in place, the HRA started to assemble property in the urban renewal district in February 1959. By the end of the year, the wrecking ball was set in motion as the Vendome Hotel at 17 South Fourth Street was reduced to rubble. One publication reported: "In one fell stroke 40% of Minneapolis' downtown area will be razed and built anew. The project . . . is billed as the nation's biggest single downtown development project." Altogether, the urban renewal area totaled sixty-eight acres, thirty-five of which were earmarked for private development. At the onset of demolition, it was anticipated that "more than \$65 million in private funds and \$16 million of public funds [with approximately three-quarters of that sum coming from the federal government] will be spent to redevelop the rundown area."<sup>13</sup>

The effects of this investment within the Gateway Center extended outside the boundaries of the district as well. As wrecking crews were getting into full swing in the lower loop, new developments throughout the greater downtown area were being announced. For the most part, the projects ranged from \$350,000 to \$8,000,000, but it was a new \$20-million multi-use development that "assured downtown Minneapolis of a banner construction year in 1960."<sup>14</sup>

### Private Urban Renewal at Its Best

On January 2, 1960, Baker Properties—one of the largest property owners in the central business district—announced conceptual plans for an innovative new project that would unite "four of the best blocks in downtown Minneapolis," according to Leslie Park, president of the firm and the mastermind of the new project. The proposed development (Figure 1) was located on the block between Marquette and Second Avenues South, and South Sixth and Seventh Streets, two blocks away from the nearby Gateway District. It consisted of a sixteen-story office tower that was dubbed the Cargill Building, a fifteen-story hotel and luxury apartment building, a 1,000-car parking garage, and a "glass-enclosed plaza and restaurant above the intersection of 7th and Marquette, connecting the four buildings at the corners" of the block. The plan was hailed as a "constructive approach to the problem of circulating people

<sup>12</sup> "City to Ask Grant for Lower Loop," *Minneapolis Star*, April 3, 1958; Randall Hobart, "New 'Gateway Center' Area Plan Revealed," *Minneapolis Star*, December 18, 1958; Martin and Goddard, *Past Choices/Present Landscapes*, 60.

<sup>13</sup> Abe Altowitz, "City Starts Buying Lower Loop Area," *Minneapolis Star*, February 20, 1959; Daniel M. Upham, "Wrecking Crews Start Lower Loop Work This Week," *Minneapolis Tribune*, December 6, 1959; "Paul Bunyan Redevelopment Project: Gateway Center," *Buildings* 55 (June 1961): 36–38, 41; Charles Hanna, "Half of Land Acquired for Gateway Project," *Minneapolis Tribune*, July 8, 1960.

<sup>14</sup> Richard Saunders, "Downtown Enjoys 69-Million-Dollar Building Boom," *Minneapolis Tribune*, January 10, 1960.

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efficiently through the heart of the loop,” which was plagued with traffic congestion from increasing automobile use. More importantly, though, civic leaders praised it as “among the most important steps ever taken in strengthening the whole of downtown” and one that would “attract more interest” in the Gateway, where demolition was fully underway.<sup>15</sup>

Cargill, founded in 1865, grew from a small grain trading business into a diversified conglomerate that marketed and processed grain and other commodities. In the 1950s, it aggressively expanded internationally from its Minnesota headquarters. By the mid-1960s, the privately held company had a workforce of more than 5,000 worldwide and claimed gross sales of almost two billion dollars.<sup>16</sup>

Community leaders offered accolades for the project, which was “sparked by Cargill’s need for new, long-term central office space,” according to an article in the *Minneapolis Star*. David Roe, a representative for the Minneapolis Building and Construction Trades Council, commented on the importance of keeping this large corporation downtown during a time when suburban corporate campuses were growing in popularity: “The announcement of any new construction in downtown Minneapolis is always good news. But when it encompasses the fact that an established firm is placing its confidence in our city by expanding within the city, it carries even greater significance.” One option that Cargill considered was to follow in the footsteps of General Mills and relocate its 650 downtown employees to the suburbs, but after reviewing “extensive studies of such factors as transportation surveys, location of employees’ homes, availability of services and supplies, and real estate trends,” the firm secured its position as the namesake tenant of the new office building. According to Cargill MacMillan, Jr., administrative officer for the company, downtown Minneapolis was “by far the best answer, all factors considered.”<sup>17</sup>

George Martens, a city alderman, called the project “a wonderful thing for Minneapolis, . . . the kind of thinking we need to keep large firms in our downtown area.” In addition to Cargill, Baker Properties secured leases with Campbell-Mithun—an advertising agency that ranked among the largest in the nation—and the Minnesota and Ontario Paper Company—a manufacturer of paper products that was headquartered in Minneapolis—to relocate from their existing offices in downtown to the Cargill Building once construction was complete. Campbell-Mithun and the Minnesota and Ontario Paper Company were each slated to occupy two floors, while Cargill would fill three or four floors. Northwestern National Bank, which was headquartered directly across Marquette Avenue, also announced plans for a drive-in banking facility on the ground level of the Cargill Building that would double its existing drive-through capacities.<sup>18</sup>

<sup>15</sup> “Civic Leaders Hail 20-Million-Dollar Downtown Building Project,” *Minneapolis Star*, January 4, 1960.

<sup>16</sup> “A Summary of Cargill’s History,” *Cargill Corporation*, <http://www.cargill.com/wcm/groups/public/@ccom/documents/document/doc-cargill-history-summary.pdf> (accessed December 3, 2015).

<sup>17</sup> Leonard Inskip, “\$20,000,000 Project Planned Downtown,” *Minneapolis Tribune*, January 3, 1960; “Civic Leaders Hail 20-Million-Dollar Downtown Building Project,” *Minneapolis Star*, January 4, 1960. According to Inskip, Cargill executives would maintain offices in a “remodeled estate near Lake Minnetonka,” but the company would “move about 650 employees into the new [Cargill] building from other downtown locations.”

<sup>18</sup> *Ibid.*

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When Baker Properties released the conceptual plans in January 1960, the development filled only the southern half of the block along South Seventh Street. The northern half was occupied by the Pillsbury Building in the northeast corner and the Minnesota Federal Savings and Loan Building in the northwest corner, with a smaller brick commercial building and a surface parking lot situated between the two. Baker Properties modified its development plans over the course of the year, however, in response to costs, the company's acquisition of the smaller commercial building and the surface parking on the northern half of the block, and Pillsbury's decision to join the project after it was initially conceived.<sup>19</sup>

Pillsbury's headquarters had been at the corner of Second Avenue and South Sixth Street since 1942, and the company's plan for a five-million-dollar renovation of its thirteen-story facility was a welcome complement to the project envisioned by Baker Properties. Like Cargill, Pillsbury had started in the grain business in the nineteenth century, but its specialty was flour milling rather than grain trading. Pillsbury, along with General Mills, was a major force in making Minneapolis the nation's flour-milling capital by the 1880s. During the twentieth century, Pillsbury had diversified into an array of processed food and other products.<sup>20</sup>

By January 1961, Baker's development had finally been "christened with a name" and had received "a new architectural face" that was strikingly different from the concepts that were released a year earlier. The name—Northstar Center—"immediately identifies the project with Minnesota, the North Star State," according to O. Harold Swanson, the company's vice president. Swanson also commented on the emblematic nature of the new designation: "Since the North Star is one of the oldest aids to navigation, the name symbolizes worldwide aspects of Minneapolis business and participating companies" such as Pillsbury and Cargill.<sup>21</sup>

Baker and Associates, a local architectural firm spearheaded by Edward Baker (no relation to Baker Properties), provided designs for the reimagined Northstar Center (Figures 2 and 3). Compared to the conceptual designs presented in 1960, Baker's designs included the "bold use of aluminum and limestone to provide . . . closer cohesion . . . to the major components of the block," according to the newspaper. The project received widespread media attention, with frequent articles in local news outlets. A model of the multi-building development appeared in the *Minneapolis Star*, which described the individual components of the Northstar Center as "the new 15-story Cargill Building, the Pillsbury Building plus a 13-story addition, a 200-room motel [Northstar Inn], a 1,000-car parking ramp, and a drive-in facility for Northwestern National Bank." The *Minneapolis Tribune* reported that the "buildings in the North Star [*sic*] block . . . will be connected by ground-floor arcades. . . . They also will be connected at the seventh or top parking level, since the T-shaped ramp extends through the entire new portion of the . . . block." The glass-enclosed plaza over the intersection of Marquette Avenue and South Seventh was "dropped as impractical," according to the article, but new pedestrian bridges were

<sup>19</sup> "\$25,000,000 Downtown Office Project to Start," *Minneapolis Tribune*, January 15, 1961.

<sup>20</sup> "Pillsbury Buys Headquarters, Takes Over Metropolitan Building," *Minneapolis Daily Times*, November 11, 1946; William J. Powell, *Pillsbury's BEST: A Company History from 1869* (Minneapolis: Pillsbury Company, 1985), 141. Although Pillsbury relocated its headquarters to 608 Second Avenue South in 1942, the company did not purchase the building until 1946.

<sup>21</sup> "\$25,000,000 Downtown Office Project," January 15, 1961.



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proposed “in its place” to provide elevated connections to the Northwestern National Bank Building and the Roanoke Building on the neighboring blocks. The *Tribune* also described an underground tunnel that would connect the Northstar Inn to the Minneapolis Athletic Club across Second Avenue South. An article in the *Minneapolis Daily Herald* underscored the importance of these connections, noting that “when the project is completed, approximately 15,000 people employed in 10 large downtown office buildings will have access to the largest indoor parking facilities in Minneapolis, plus indoor access to restaurants, a motor hotel, shopping area of great magnitude, and the Minneapolis Athletic Club without having to set foot out of doors.” The author reported that “the total four blocks tied together in this one convenient hub are valued at more than \$75,000,000.”<sup>22</sup>

Construction on the massive undertaking began in spring 1961, starting with the renovations to the original Pillsbury Building. This was followed by the parking garage, the addition to the Pillsbury Building over the garage, the Cargill Building, and finally the Northstar Inn, which was the “last major component to be completed in the Northstar Center.” The multi-building development was labeled a “25 Million Dollar Superblock” by one publication, which also considered the project “evidence of the tremendous vitality of the city’s private enterprise.” It was “the loop’s largest . . . building project” at the time.<sup>23</sup>

It was not only the largest undertaking in the downtown loop but in all of Hennepin County, according to data compiled by the Minneapolis Chamber of Commerce’s Economic Research Department. In 1962, the group projected \$177,236,827 in new construction throughout Minneapolis and the surrounding suburbs. Eight other projects were categorized as office buildings alongside the Northstar Center. Altogether, these totaled \$40,925,000, with Northstar’s \$25-million price tag accounting for more than the other eight combined. The second-largest expense in any category was for new government-funded highways, which amounted to approximately \$13.5 million for the year.<sup>24</sup>

News of the sophisticated project spread across the country, as *Buildings*, a national trade journal heralded Northstar Center as “private urban renewal at its best.” After construction was complete in 1963, an extensive full-color advertising supplement was included in the *Sunday Tribune* to announce the opening of Minneapolis’s new “city-within-a-city.” A headline on the front cover proclaimed: “Minneapolis has today what other cities will have someday.” The Northstar Center “offer[ed] a complete spectrum of business, dining, lodging, entertainment, parking, and service facilities . . . with the conveniences of everything tied together under one roof.” At a time when new suburban corporate campuses and shopping malls lured companies outside the urban core, the Northstar Center was

<sup>22</sup> Ibid.; “Model, Plans for 25-Million-Dollar Northstar Center Shown,” *Minneapolis Star*, June 6, 1961; “Northstar Center Ready This Fall,” *Minneapolis Daily Herald*, July 9, 1962.

<sup>23</sup> Minneapolis Building Permit No. A34399, March 8, 1961; Northstar Center construction photographs dated October 30, 1961, February 15, 1962, March 22, 1962, and April 13, 1962, Norton and Peel Photograph Collection, Minnesota Historical Society; *Minneapolis Tribune*, February 8, 1963; First National Bank of Minneapolis, Industrial Development Department, *Implosion in Minneapolis: An Invitation to Share in this Dynamic Market* (Minneapolis: The Bank [1962?]), n.p.;

<sup>24</sup> Minneapolis Chamber of Commerce Economic Research Department, General Economic and Market Data for Minneapolis-Saint Paul Standard Metropolitan Statistical Area, September 1962, Hennepin County Minneapolis Central Library Government Documents.

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marketed as “more than a building”: It was “an idea . . . a vote of confidence . . . in the future of Downtown Minneapolis.”<sup>25</sup>

### A Modern Paradigm

Part of that confidence came from Northstar Center’s progressive design, which ushered in a new development pattern for downtown Minneapolis. The city’s first mixed-use mega-block, Northstar Center united multiple buildings and a parking garage through interconnected retail arcades on the first, second, and seventh floors (Figures 4–6). True to its “city within a city” moniker, the Northstar Center created a place where professionals could conduct business and entertain visiting executives, who could stay right on site, without having to set foot outdoors. Service and retail tenants were located on the first and second floors, while the seventh floor provided an entertainment and dining hub for the center. Nicknamed the Northstar Seven Arcade, the floor featured a swimming pool that was surrounded by floor-to-ceiling windows. Dining rooms and lounges for multiple restaurants overlooked the pool area. The Rosewood Room, Rosewood Lounge, Copper Hearth, and Knife, Fork, and Spoon provided varied experiences ranging from upscale fine dining to after-work cocktails to comfortable counter service. The swimming pool and restaurants, as well as banquet and meeting rooms, filled the interior of the floor while leasable offices lined the south and west perimeter walls. Many of the tenants were smaller financial and legal firms that did not need the floor space required by the larger corporate enterprises that filled the upper levels.<sup>26</sup>

The Northstar Center was also connected to adjacent blocks via elevated pedestrian bridges, which were the first of their kind in Minneapolis. These above-street connections fostered the creation of retail arcades on the second floors of buildings connected to the skyway system, a pattern that still guides downtown development today. In conjunction with construction of the Northstar Center, the Minnesota Federal Savings and Loan Building, the center’s immediate neighbor on the block, joined the skyway system through an internal second-floor connection to the Cargill Building. Although the bank became connected to the Cargill Building, the building never came under the ownership of Baker Properties and was redeveloped separately from the Northstar Center.<sup>27</sup>

Underground tunnels were also connective elements within the network, and a tunnel beneath Second Avenue South linked Northstar Inn to the Minneapolis Athletic Club. A similar tunnel was in place between the Northwestern National Bank Building and its neighbor, Donaldson’s Department Store, thereby connecting the Northstar Center to the retailer by both elevated and below-grade features.<sup>28</sup> As

<sup>25</sup> “Northstar Center,” *Buildings* 55 (June 1961): 48; “Northstar Center: City-within-a-City,” *Minneapolis Tribune*, October 20, 1963, 1–12.

<sup>26</sup> “Northstar Seven Arcade Leads to Fine Restaurants, Inn, and Swimming Pool,” *BP News: Of Buildings and People*, February 1963, 3.

<sup>27</sup> John Patrick Byers, “Breaking the Ground Plane: The Evolution of Grade-Separated Cities in North America (PhD diss., University of Minnesota, 1998), 108–110; Hennepin County, Minnesota, Recorder’s Office, Mortgage Book 3223:257–266; Easement Agreement 3269389, December 23, 1960, Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

<sup>28</sup> Byers, “Breaking the Ground Plane,” 108–110.

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the birthplace of the skyway system, the Northstar Center became the hub of this elaborate network, “providing employment to some 5,000 persons and forming a core-area nucleus in connecting three surrounding blocks by overhead or underground passageways,” according to the *Minneapolis Tribune*. The article continued: “A man can walk the two blocks from the Minneapolis Athletic Club on 2nd Av. S. to Nicollet Av. [the heart of the city’s shopping district] without venturing out of doors.” A ribbon-cutting ceremony was held to commemorate the completion of the Northstar Center’s two skyways (Figure 7). Photographs of the event show developer Leslie Park alongside city officials and women wearing sashes that designated them as honorary representatives of the connected buildings. “Miss Pillsbury Building” joined “Miss Cargill Building” and others in celebrating the momentous occasion.<sup>29</sup>

Public officials touted the efficiency of the Northstar Center’s linked arcades and skyways, saying they would “go a long way toward helping Minneapolis straighten out its traffic problems by demonstrating a practical method of harmonizing the flow of pedestrian and vehicular traffic.” The skyways created a modern paradigm for downtown Minneapolis that its designers hoped would allow the inner city to better compete with suburbia. As one European scholar remarked, the skyways in Minneapolis were constructed “to counteract suburbanisation and to re-urbanise downtown” because “the city faced a serious decline and skyways would be *the* instrument to make downtown attractive for car traffic as well as for pedestrians.”<sup>30</sup>

Shortly before the Northstar Center was completed, rival sister city Saint Paul claimed the metropolitan area’s first skyway by opening an elevated pedestrian bridge between the Golden Rule Department Store and its private parking ramp across the street. The significance of Saint Paul’s accomplishment, however, is diminished by that skyway’s limited function. As author Maurice Hartevelde explains in *Interior Public Space: on the Mazes in the Network of an Urbanist*, the Golden Rule’s bridge only served customers of the department store, whereas Northstar Center’s skyways were designed “intentionally to be used publicly; for all. The interior concourses on both sides of the skyway gave access to a variety of public facilities, rather than just one store, as was the case in Saint Paul.” According to Hartevelde, the skyways at Northstar Center were planned “to regenerate a larger part of downtown.”<sup>31</sup>

They did just that. Nearly ten years after the center opened, Edward Baker was profiled in a publication appropriately titled *Skyway News*. The sketch relayed several of his various skyway projects, including his involvement with the Crystal Court at the nearby IDS Center, but the article underscored the Northstar Center’s central role in the business district’s mid-century renaissance: “Construction of the Northstar Center and its Skyways was the major catalyst for rejuvenation of the Downtown area. . . . It was the first new office building complex to be built in the center city business district, which influenced several key companies, employing large numbers of people, to keep their offices Downtown and thereby

<sup>29</sup> Pat McCarty, “Northstar Inn to Climax New Downtown ‘City within a City,’” *Minneapolis Tribune*, January 13, 1963; “Skyway opening; attended by Minneapolis officials and women representing various downtown buildings,” photograph dated 1963, Norton and Peel Photograph Collection, Minneapolis Historical Society.

<sup>30</sup> “Civic Leaders,” January 4, 1960; Maurice Hartevelde, *Interior Public Space: on the Mazes in the Network of an Urbanist* (Delft, the Netherlands: Delft University of Technology, 2014), 394.

<sup>31</sup> Hartevelde, *Interior Public Space*, 397–398.



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averted what could have been a major economic loss to the area.”<sup>32</sup>

Other elements of the Northstar Center’s design added to the project’s success as well. As one reporter noted shortly before construction of the center was complete: “By providing spacious offices for some national companies headquartered in Minneapolis, the Northstar Center has been credited with helping discourage flight to the suburbs. Many feel that keeping the big, home-based companies downtown is important in maintaining a dynamic and responsive metropolis.” By 1968, four of the twenty-four companies headquartered in downtown Minneapolis that employed more than five hundred workers were based out of the Northstar Center.<sup>33</sup>

These “spacious offices” were part of the Northstar Center’s Corporate Modern design aesthetic. Architectural drawings for the center illustrate large open floor plates on the upper levels of both the Cargill Building and the Pillsbury Building that could accommodate a variety of modular office arrangements (Figures 11–16). Centered within each building was a core of elevators, restrooms, and service closets. Stairwells that ran from the basement to the roof were placed along perimeter walls. These principal facilities provided maximum flexibility to suit the evolving needs of current and future tenants. Public spaces such as first-floor elevator lobbies (Figure 8) received higher-quality finishes including marble and rosewood wall panels, terrazzo flooring, and illuminated ceilings. Internal floor-to-ceiling plate-glass windows were found throughout the retail arcades and restaurants in the hotel as well (Figures 9–10). Baker specified the materials found throughout these public spaces, but materials on the upper levels were customized by tenants. For the most part, finishes included “resilient” materials such as plywood paneling, vinyl fabric wall coverings, acoustic-tile ceilings, tile flooring, and carpet. This flexibility allowed tenants the ability to tailor their offices to meet their individual space needs and aesthetic preferences.<sup>34</sup>

This transition to Corporate Modernism is exemplified by changes made to the Pillsbury Building in the 1960s. Originally constructed in 1916 for the Metropolitan National Bank, the Pillsbury Building was a typical early-twentieth-century skyscraper: a thirteen-story, stone-clad, reinforced-concrete building with a U-shaped footprint to maximize natural light. The building’s standard floor plate featured a primary corridor that followed this U shape. Architectural details included elaborate bronze grilles, marble floor inlays, decorative plaster, and intricate wood moldings. These elements were removed, however, as the Pillsbury Company abandoned its heavily ornamental aesthetic of old and adopted a Modern palette of smooth stone, metal, and glass surfaces when it joined the Northstar Center. Another major change that demonstrated Pillsbury’s shift to Corporate Modernism came as the company filled the original light well in its building in exchange for additional floor space. By the mid-twentieth century, advanced lighting technologies made such features obsolete, and filling the light well along its western wall allowed the company to open its floor plans and expand its offices. The west and south

<sup>32</sup> “Downtown Profile,” *Skyway News*, June 21, 1972.

<sup>33</sup> Pat McCarty, “City Sparkles Below New Skyline,” *Minneapolis Tribune*, January 13, 1963; Minneapolis Chamber of Commerce Economic Research Department, General Economic and Market Data for Minneapolis-Saint Paul Standard Metropolitan Statistical Area, 1968, Hennepin County Minneapolis Central Library Government Documents.

<sup>34</sup> Edward F. Baker and Associates, Drawings for The Center, 1962, Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota; “Northstar Center: city-within-a-city,” 7.

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exterior walls and interior partitions were removed, creating an open floor plate on the seventh through thirteenth floors above the new parking garage.<sup>35</sup>

In an era when both the volume of traffic and the size of automobiles were rapidly increasing, the availability of parking in close proximity to the workplace became a primary concern for large employers. Suburban office parks alongside newly mapped freeways could entice companies with their extensive surface parking lots and easy access routes. Within the urban core, however, land was at a premium and older street networks proved cumbersome to commuters. Safely separating vehicular and pedestrian traffic was also a considerable challenge for urban developments. The design for the Northstar Center's parking garage exhibited sophistication in all of these regards. The garage filled six levels, occupying an area of roughly ten acres that could accommodate up to 3,500 cars in a day. Its T-shape footprint created a pedestal for the upper levels of the Cargill Building, the Northstar Inn, and the addition to the Pillsbury Building, efficiently maximizing land use on the block. Because of this footprint, entrance and exit ramps were located on both Sixth and Seventh Streets, as well as on Second Avenue, to seamlessly access downtown's one-way street pattern. Furthermore, the ramp on Seventh Street featured a unique safety feature, a grade separation "in the form of a pair of scissors," that allowed automobiles to pass over a recessed pedestrian arcade without endangering anyone on the sidewalk.<sup>36</sup>

If connectivity, flexibility, and accessibility were measures of success for modern buildings, then the Northstar Center was a triumph. This victory was exemplified by two additions that came within three years of the mega-block's opening. In December 1965, Baker Properties announced its plans to expand both the Cargill Building and the Northstar Inn from fifteen to seventeen floors because each building had reached maximum capacity. An article in the *Minneapolis Tribune* relayed the necessity of both additions: "Demand for office space prompted the expansion of the 3 1/2-year-old Cargill Building, now 100 percent rented. . . . One hundred percent occupancy is actually more than building managers want, since it leaves no room for expansion by tenants. The addition to the Northstar Inn will increase its rooms from 180 to 230. Since it opened in February 1963, the inn has been the most successful hostelry in Minneapolis. Baker Properties said it is filled from Monday through Thursday and has a high weekend occupancy compared with other downtown hotels and motels." Construction on the addition to the Cargill Building was set to begin in January 1966, with work on the inn starting the following month. Each project was anticipated to take five months.<sup>37</sup>

In fall 1966, following completion of the two additions to the Northstar Center, Leslie Park retired from his long-time position as president of Baker Properties. In October, he received that year's Distinguished Citizen Award from the Minnesota Chapter of the Public Relations Society of America. His role in keeping corporate firms in downtown Minneapolis placed him among the ranks of Dr. Charles Mayo,

<sup>35</sup> Hewitt and Brown Architects, Drawings for the Metropolitan National Bank Building, 1916, Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota; Drawings for the Pillsbury Building, 1960, Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota. Drawings for the Pillsbury Building from 1960 indicate the building still largely followed a central-corridor arrangement that was carried over from its original design as the Metropolitan National Bank Building.

<sup>36</sup> "Northstar Center: City-within-a-City," 5-6; Baker and Associates, Drawings for The Center, 1962.

<sup>37</sup> Timothy Blodgett, "Northstar Center Will Add 2 Floors," *Minneapolis Tribune*, December 5, 1965.



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one of the founding members of the Mayo Clinic, and George Dayton II, executive of the Dayton Corporation and grandson of the retail company's founder, who were both previous recipients of the award. The *Minneapolis Star* profiled Park, commenting that he "and the company he has headed since 1955 have enjoyed a close rapport with many of the most substantial and fast-growing companies in Minneapolis." Park was quoted as saying: "If I have played any role at all in the city . . . I think it has been to sell these companies on the advantages of downtown and the services our company can offer." Northstar Center was highlighted as Park's "brainchild" and "the proudest achievement of his working years." Parks, who modestly considered himself a "salesman," could "remember skeptics watching the steamshovels at work and betting the project would never get off the ground."<sup>38</sup>

But get off the ground it did, inspiring a new model of mixed-use urban development in downtown Minneapolis and cities across the nation. Within years, existing buildings near the Northstar Center were retrofitting their first and second floors to create public concourses and link with one another in a network of skyways. Baker Properties was purchased by Investors Diversified Services, which had provided \$20 million in mortgage financing for the construction of the Northstar Center in the early 1960s and established its headquarters on an adjacent block in the following decade.<sup>39</sup>

Downtown construction soared skyward after the completion of Philip Johnson's iconic fifty-seven-story IDS Tower and the Northstar Center was soon eclipsed by lofty new buildings going up around it. One such project lured away one of the Northstar Center's signature tenants. In the 1970s, Pillsbury executives faced the same decision they did a decade earlier when the company's rapid expansion outpaced its available space: build in downtown Minneapolis, select a suburban site, or relocate to a different state. According to William Powell, author of *Pillsbury's BEST: A Company History from 1869*, the company was once again "motivated . . . by the desire to help maintain the vitality of the Minneapolis downtown area," so it decided to stay put. Instead of expanding its existing headquarters, however, Pillsbury signed an agreement to become the primary tenant of a new two-towered Pillsbury Center (now U.S. Bank Plaza), located diagonally across South Sixth Street and Second Avenue from the company's long-time post. Ground was broken in the summer of 1978 and the new Pillsbury headquarters opened in 1981.<sup>40</sup>

The Northstar Center suffered another blow in 1982 when a fire broke out at Donaldson's Department Store on Thanksgiving Day. The fire also claimed the neighboring Northwestern National Bank Building and the skyway that connected the bank to the Northstar Center. When the Norwest (now Wells Fargo) Center opened in 1989, a new skyway replaced the older one over Marquette Avenue, but it was attached to the former Midwest Federal Savings and Loan Building rather than the Cargill Building.<sup>41</sup>

Amidst these changes, Trizec Properties purchased the Northstar Center in 1986 and set out on a three-

<sup>38</sup> Dick Caldwell, "Leslie Park to Retire with 'Distinguished Citizen' Rank," *Minneapolis Star*, October 25, 1966.

<sup>39</sup> Byers, "Breaking the Ground Plane," 108–112; Harteveld, *Interior Public Space*, 401–411; "Leslie Park's Contributions," *Minneapolis Tribune*, November 29, 1973; "Northstar Center: City-within-a-City," 12.

<sup>40</sup> Powell, *Pillsbury's BEST*, 209–211.

<sup>41</sup> Larry Millett, *AIA Guide to the Twin Cities* (Saint Paul: Minnesota Historical Society Press, 2007), 32–33.

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phase renovation plan to keep the multi-use block competitive in the shifting downtown market. New finishes in the elevator lobbies, pedestrian arcades, entrances, and storefronts date to this campaign in the late 1980s. Along with the alterations, the former Pillsbury Building—which had been renamed the 608 Building when the Pillsbury Company moved across the street—and the Cargill Building were rebranded as Northstar East and Northstar West, respectively. The hotel retained its original Northstar moniker throughout the rebranding process and is now part of the Crowne Plaza hotel group. The pool, restaurants, and lounges on the seventh floor were replaced with a new restaurant and banquet rooms in the late twentieth century. Despite this, the floor remains a hub for business meetings, conferences, banquets, and special events, and it continues to serve as a connecting link between the Pillsbury Building and the rest of the Northstar Center. Above this level, the rooftop courtyard continues to provide a unique outdoor amenity for guests.<sup>42</sup>

Despite the changes from the late 1980s and subsequent alterations, the Northstar Center retains good integrity and continues to operate as the multi-function, multi-building, city-within-a-city its creators imagined, proving its lasting legacy as an icon of Modern Minneapolis.

<sup>42</sup> Ann K. Ryan, "Developers Working to Make Northstar Center of Attention," *Skyway News*, July 5, 1988; Patrick Boulay, "Omni Northstar May Undergo Upgrade," *Skyway News*, September 9, 1988.

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Section number 9 Page 2

**Newspapers**

Altowitz, Abe. "City Starts Buying Lower Loop Area." *Minneapolis Star*, February 20, 1959.

———. "Lower Loop Plan to Cost \$85,000,000." *Minneapolis Star*, February 15, 1952.

Blodgett, Timothy. "Northstar Center Will Add 2 Floors." *Minneapolis Tribune*, December 5, 1965.

Boulay, Patrick. "Omni Northstar May Undergo Upgrade." *Skyway News*, September 9, 1988.

Caldwell, Dick. "Leslie Park to Retire with 'Distinguished Citizen' Rank." *Minneapolis Star*, October 25, 1966.

Cerny, Robert. "Minneapolis Must Revitalize Its Lower Loop." *Minneapolis Star*, July 25, 1955.

"City to Ask Grant for Lower Loop." *Minneapolis Star*, April 3, 1958.

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Edgerton, Jay. "Can We Clear Up City's Skid Row?" *Minneapolis Star*, July 11, 1955.

Hanna, Charles. "Half of Land Acquired for Gateway Project." *Minneapolis Tribune*, July 8, 1960.

Hobart, Randall. "New 'Gateway Center' Area Plan Revealed." *Minneapolis Star*, December 18, 1958.

Inskip, Leonard. "\$20,000,000 Project Planned Downtown." *Minneapolis Tribune*, January 3, 1960.

"Leslie Park's Contributions." *Minneapolis Tribune*, November 29, 1973.

"Lower Loop Plan Adopted." *Minneapolis Journal*, September 19, 1952.

McCarty, Pat. "City Sparkles Below New Skyline." *Minneapolis Tribune*, January 13, 1963.

———. "Northstar Inn to Climax New Downtown 'City within a City.'" *Minneapolis Tribune*, January 13, 1963.

"Model, Plans for 25-Million-Dollar Northstar Center Shown." *Minneapolis Star*, June 6, 1961.

Murray, Frank. "Gateway Built Too Well, Just Won't Give Up." *Minneapolis Star*, September 22, 1953.

———. "New Agency May Get Action." *Minneapolis Star*, September 26, 1953.

———. "Shadow of Doom Again Hovering over Gateway." *Minneapolis Star*, September 21, 1953.

"Northstar Center: City-within-a-City." *Minneapolis Tribune*, October 20, 1963.

"Northstar Center Ready This Fall." *Minneapolis Daily Herald*, July 9, 1962.

**United States Department of the Interior**  
**National Park Service**

**National Register of Historic Places**  
**Continuation Sheet**

Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
Name of multiple listing (if applicable)

Section number 9 Page 3

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Ryan, Ann K. "Developers Working to Make Northstar Center of Attention." *Skyway News*, July 5, 1988.

Saunders, Richard. "Downtown Enjoys 69-Million-Dollar Building Boom." *Minneapolis Tribune*, January 10, 1960.

"\$25,000,000 Downtown Office Project to Start." *Minneapolis Tribune*, January 15, 1961.

Upham, Daniel M. "Wrecking Crews Start Lower Loop Work This Week." *Minneapolis Tribune*, December 6, 1959.

Veblen, Paul. "Expansion of the Lower Loop Plan Asked." *Minneapolis Tribune*, September 2, 1955.



United States Department of the Interior  
National Park Service

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Continuation Sheet

Northstar Center

Name of Property  
Hennepin, Minnesota

County and State  
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Name of multiple listing (if applicable)

Additional Documentation Page 1

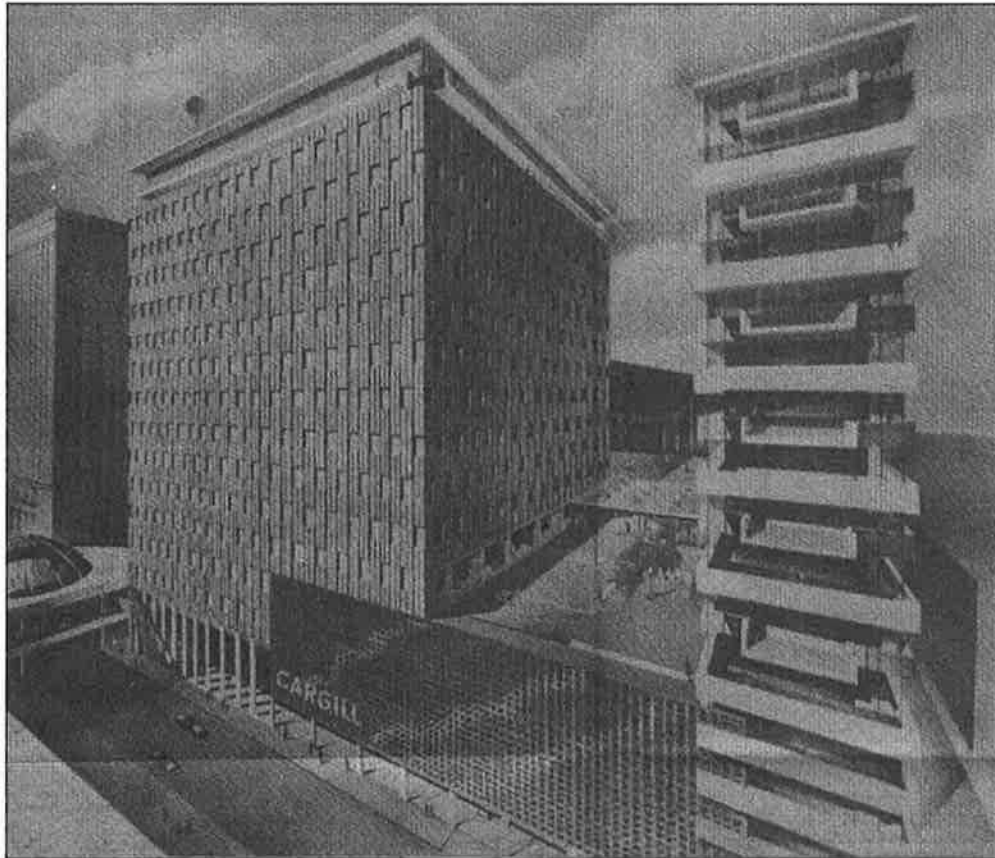


Figure 1: This futuristic conceptual drawing for a new multi-use development proposed by Baker Properties was featured in the *Minneapolis Tribune* in January 1960 under the headline “\$20,000,000 Project Planned Downtown.” The Cargill Building is to the left and the hotel is to the right. The project was initially slated to occupy only the southern half of the block between Marquette and Second Avenues South along South Seventh Street, but this arrangement changed after Baker Properties acquired land on the northern half of the block and Pillsbury announced it would join the Northstar Center in July 1960.

Image dated January 3, 1960. Source: Minneapolis Collection, Hennepin County Central Library Special Collections, Minneapolis, Minnesota.

United States Department of the Interior  
National Park Service

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Name of Property
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Additional Documentation Page 2



Figure 2: The redesigned and newly christened Northstar Center was announced in the *Minneapolis Tribune* in January 1961.

Image dated January 15, 1961. Source: Minneapolis Collection, Hennepin County Central Library Special Collections, Minneapolis, Minnesota.

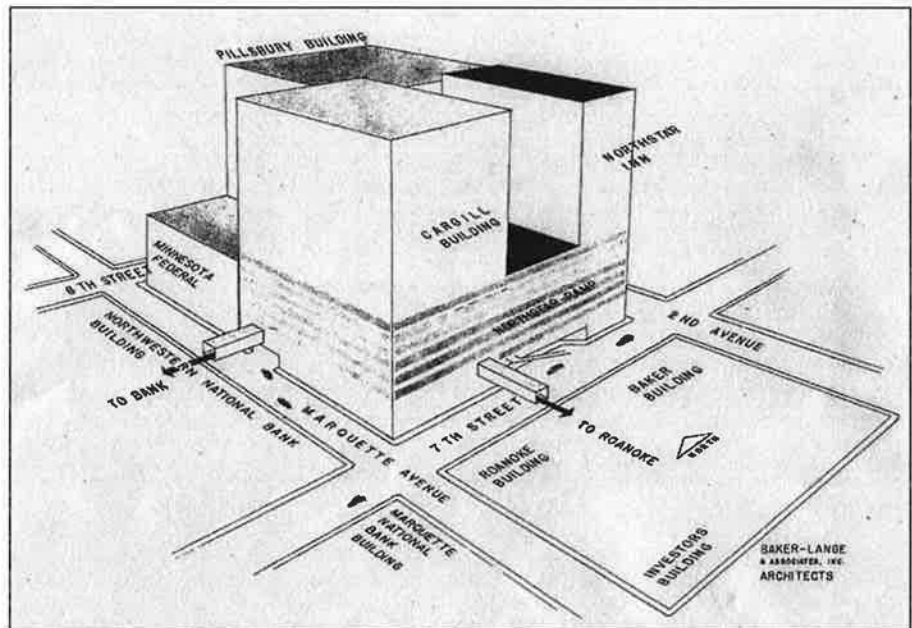


Figure 3: This circa 1961 diagram illustrates the relationship of the individual components of the Northstar Center—the Cargill Building, the Northstar Inn, the Pillsbury Building, and the parking garage. The diagram also shows the locations of the first two skyways built in Minneapolis.

Image dated circa 1961. Source: Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

United States Department of the Interior  
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Additional Documentation Page 3



Figure 4: The Pillsbury Building after the Northstar Center was completed in 1963.

Image dated 1963. Source: Minnesota Historical Society, Saint Paul, Minnesota.



Figure 5: The Cargill Building after the Northstar Center was completed in 1963.

Image dated 1963. Source: Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota.



Figure 6: The Northstar Inn after the Northstar Center was completed in 1963.

Image dated 1963. Source: Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota.

**United States Department of the Interior  
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Northstar Center
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Figure 7: The ribbon-cutting ceremony celebrating the completion of the first two skyways in Minneapolis in 1963. Leslie Park, the development mastermind behind the Northstar Center, is the man on the left. He is joined by city officials and women representing buildings joined by the new skyways including Miss Pillsbury Building, Miss Northwestern National Bank Building, and Miss Cargill Building.

Image dated 1963. Source: Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota.



Figure 8: The first-floor elevator lobby of the Cargill Building.

Image dated 1964. Source: Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota.

**United States Department of the Interior  
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Northstar Center
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Figure 9: The first-floor retail arcade showing the lobby to the Northstar Inn in the center and the corridor to the Pillsbury Building on the left.

Image dated 1965. Source: Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota.



Figure 10: The Rosewood Room at the Northstar Inn. This popular restaurant and other lounges and banquet rooms were located off of the hotel lobby on the seventh floor.

Image dated 1963. Source: Norton and Peel Photograph Collection, Minnesota Historical Society, Saint Paul, Minnesota.



United States Department of the Interior  
National Park Service

National Register of Historic Places  
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Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
Name of multiple listing (if applicable)

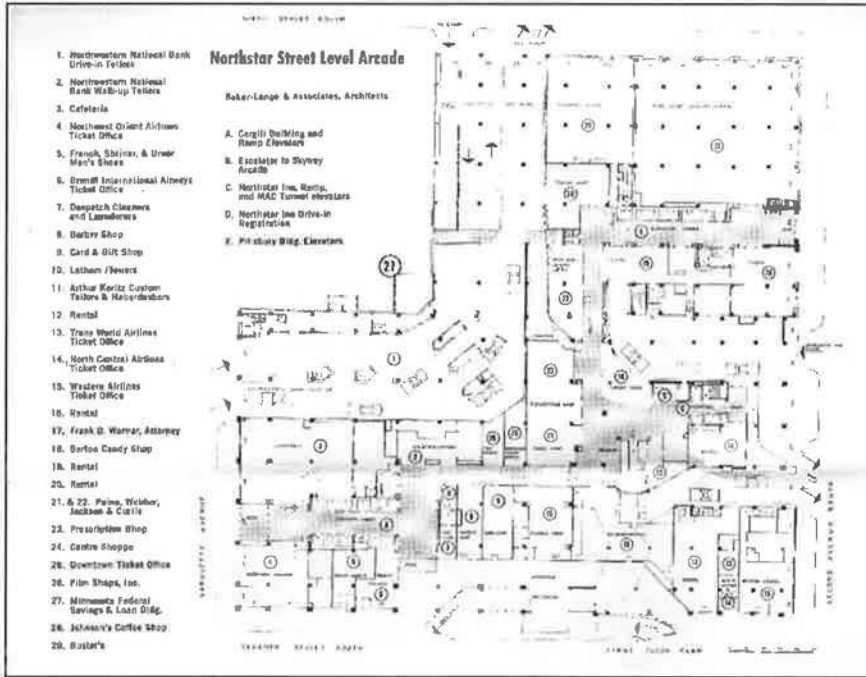


Figure 11: Diagram of the first-floor retail arcade at the Northstar Center, showing the connections between each of the buildings and the parking garage.

Image dated circa 1963. Source: Minneapolis Collection, Hennepin County Central Library Special Collections, Minneapolis, Minnesota.

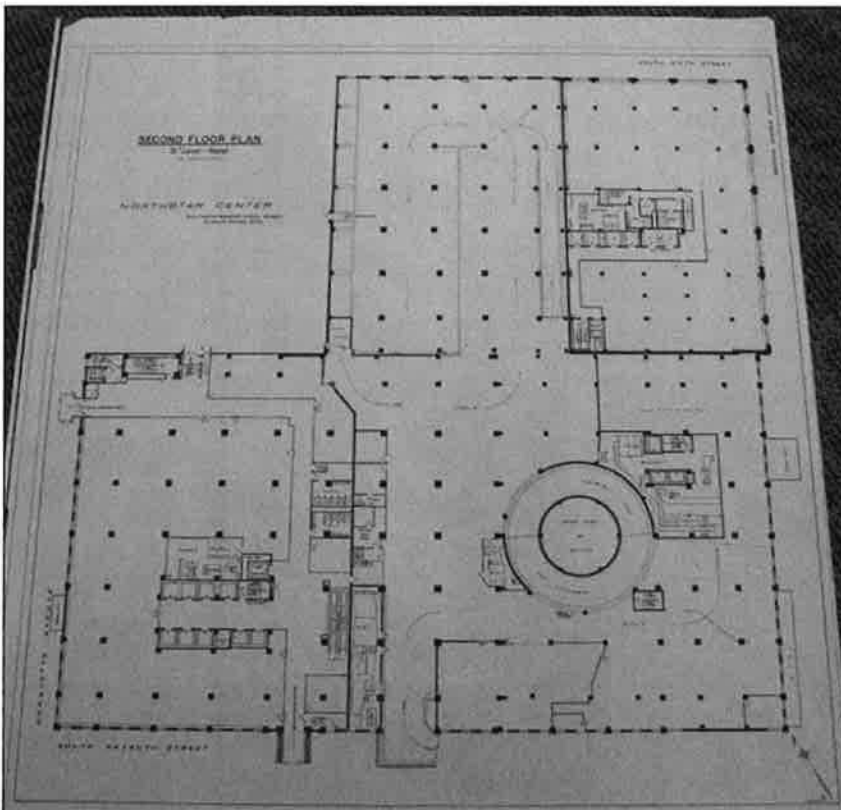


Figure 12: As-built drawing of the second floor, showing the skyway connections in the Cargill Building in lower left, the parking garage in the center and lower right, and the Pillsbury Building in the upper right.

Drawing dated 1969. Source: Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

United States Department of the Interior  
National Park Service

National Register of Historic Places  
Continuation Sheet

Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
Name of multiple listing (if applicable)

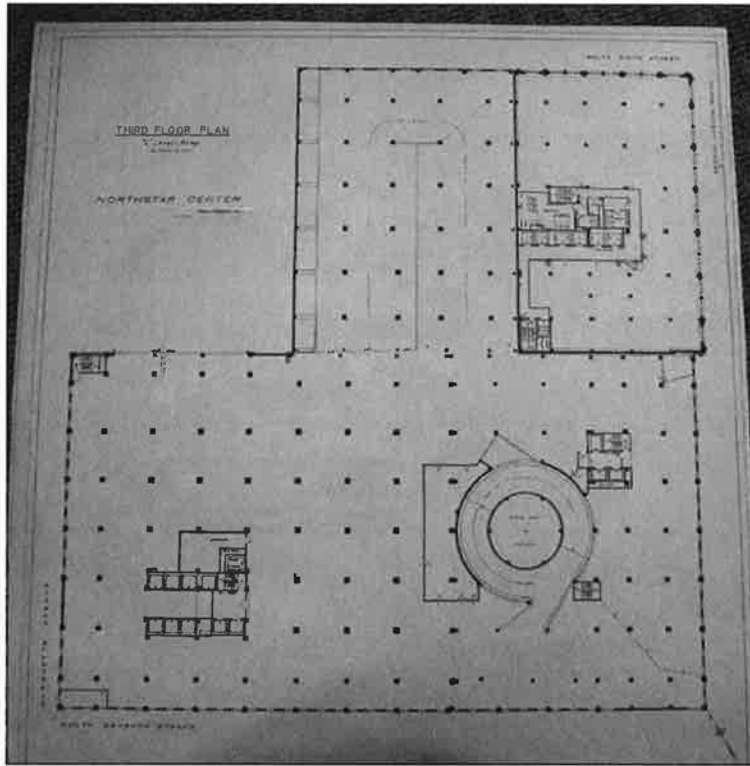


Figure 13: As-built drawing of the third floor, showing typical floor plans for the third through sixth floors of the Northstar Center, which is primarily the parking structure. The Pillsbury Building is in the upper right.

Drawing dated 1969. Source: Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

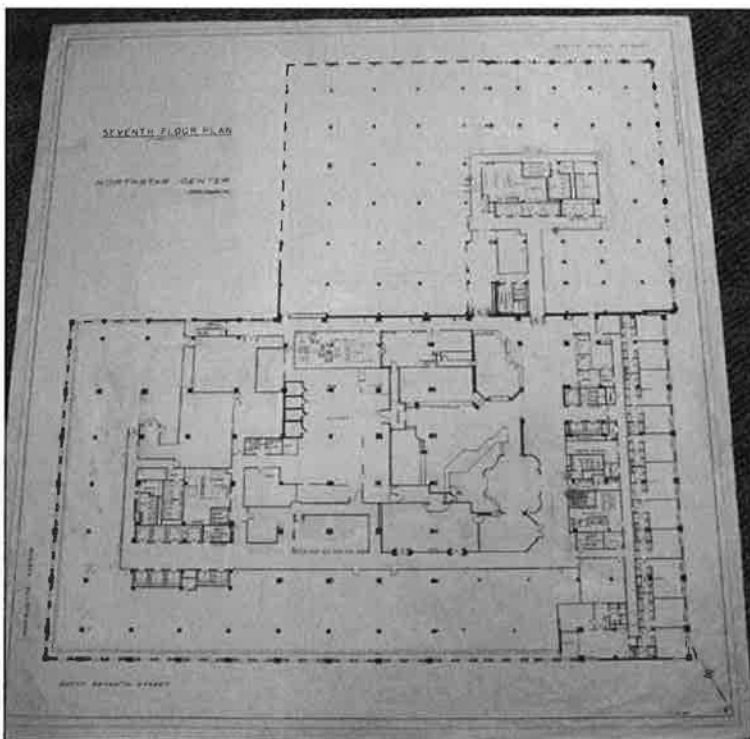


Figure 14: As-built drawing of the seventh floor. The Pillsbury Building is at the top. Hotel guest rooms are along the eastern wall of the Northstar Inn (lower right), while restaurants and banquet rooms occupy the interior of the floor.

Drawing dated 1969. Source: Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

United States Department of the Interior  
National Park Service

National Register of Historic Places  
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Northstar Center
Name of Property
Hennepin, Minnesota
County and State
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Name of multiple listing (if applicable)

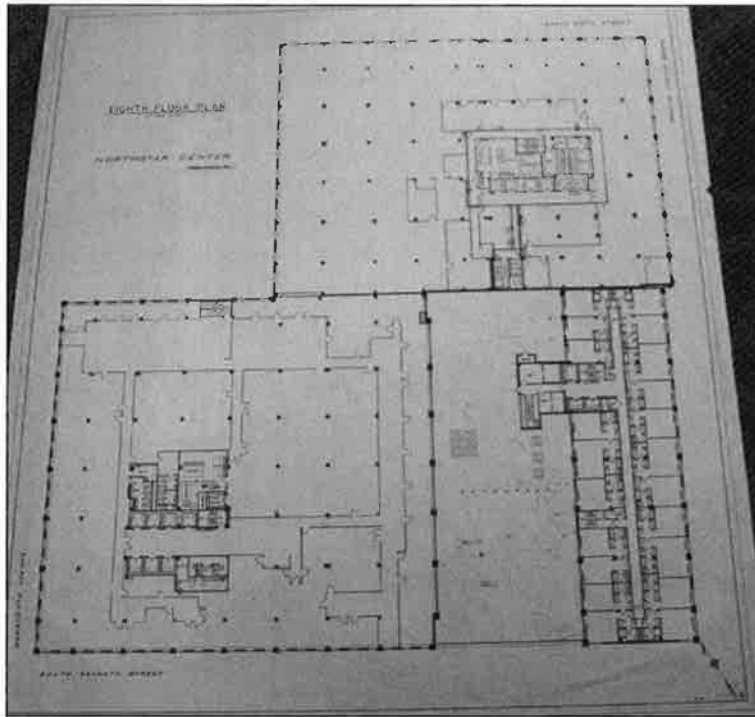


Figure 15: As-built drawing of the eighth floor, with the Pillsbury Building at the top, Cargill Building at the lower left, and Northstar Inn at the lower right. The hotel’s rooftop courtyard—dubbed the Skygarden—fills the interstice between the buildings.

Drawing dated 1969. Source: Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

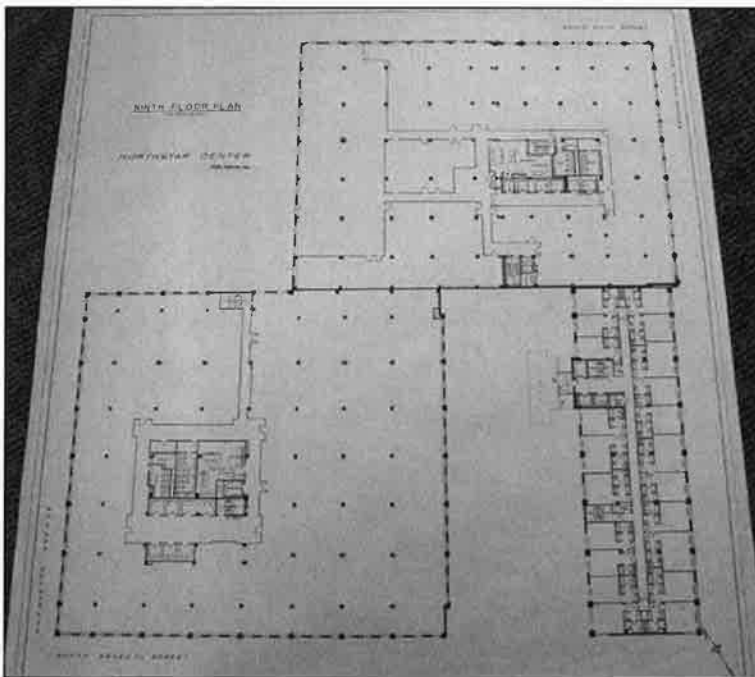


Figure 16: As-built drawing showing typical floor plates of the ninth floor and the levels above. The Pillsbury Building only has thirteen floors, while the Cargill Building and the hotel each have seventeen floors.

Drawing dated 1969. Source: Northstar Center Management Files, Northstar Center, Minneapolis, Minnesota.

**United States Department of the Interior  
National Park Service**

**National Register of Historic Places  
Continuation Sheet**

Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
Name of multiple listing (if applicable)

Additional Documentation Page 9

**Northstar Center**  
Geographical Information  
Datum: WGS84  
Coordinates: 44.976506, -93.269704



2.50 miles



**United States Department of the Interior  
National Park Service**

**National Register of Historic Places  
Continuation Sheet**

Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
Name of multiple listing (if applicable)

Additional Documentation Page 10

**Northstar Center**  
Geographical Information  
Datum: WGS84  
Coordinates: 44.976506, -93.269704



500 feet





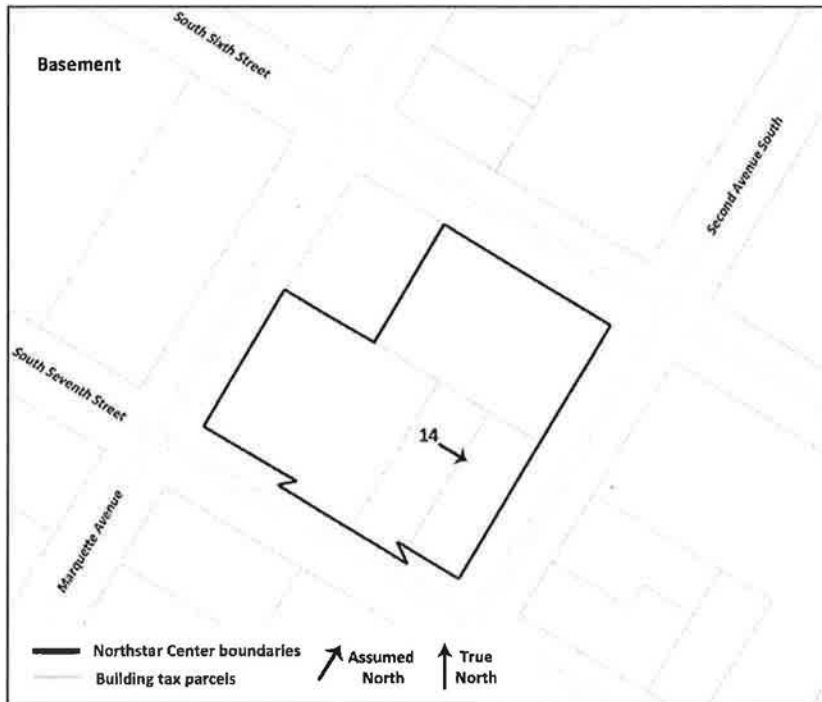
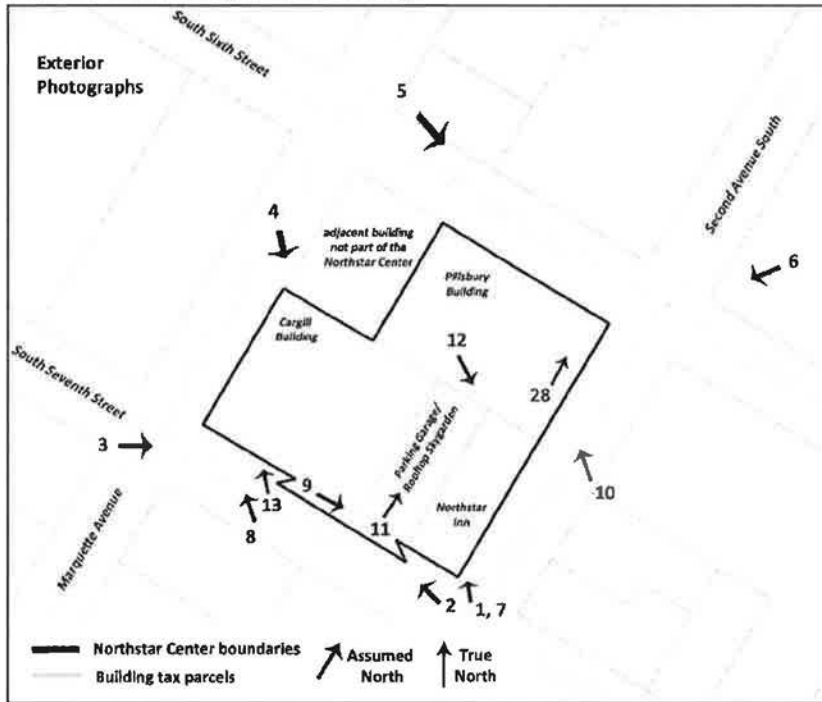
United States Department of the Interior  
National Park Service

National Register of Historic Places  
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Northstar Center
Name of Property
Hennepin, Minnesota
County and State
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Northstar Center  
National Register Nomination Sketch Map and Photo Keys



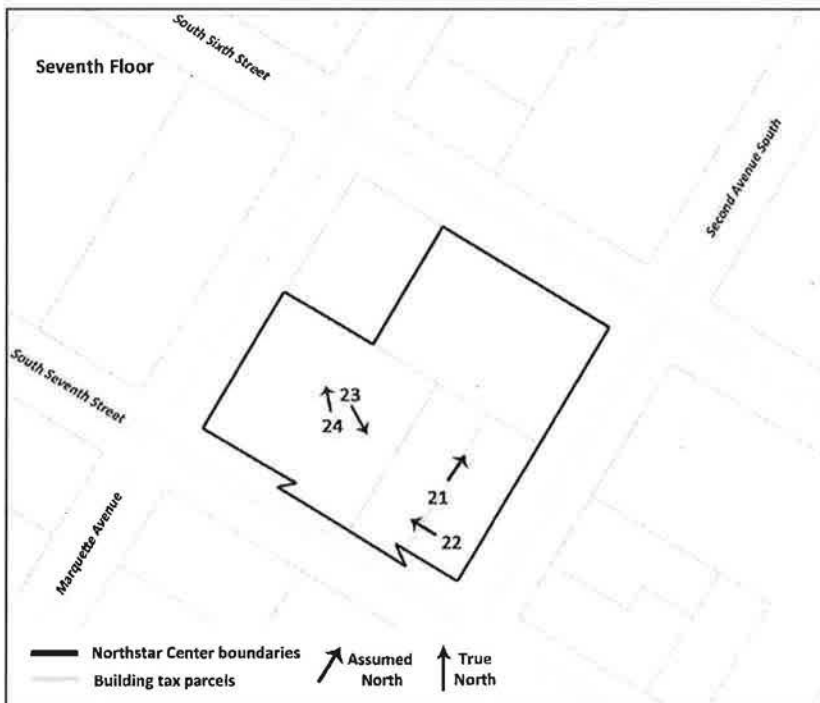
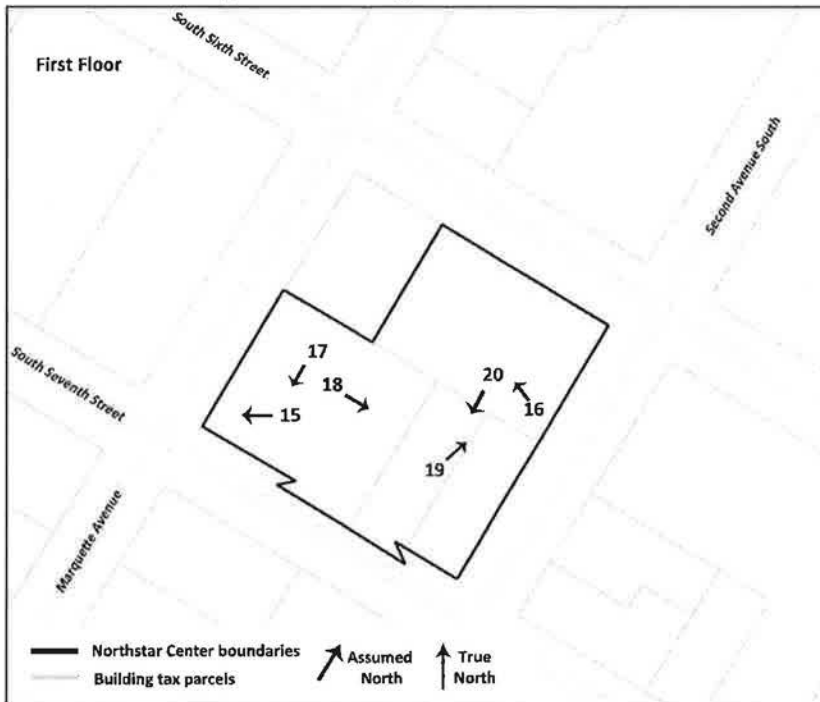
United States Department of the Interior  
National Park Service

National Register of Historic Places  
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Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
Name of multiple listing (if applicable)

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Northstar Center  
National Register Nomination Sketch Map and Photo Keys



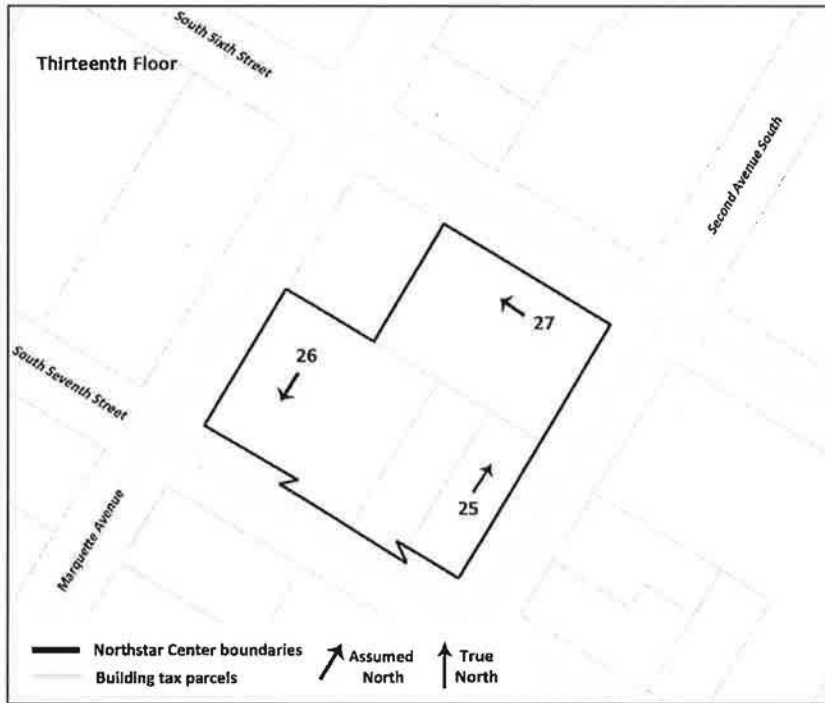
**United States Department of the Interior  
National Park Service**

**National Register of Historic Places  
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Northstar Center
Name of Property
Hennepin, Minnesota
County and State
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Additional Documentation Page 13

**Northstar Center**  
National Register Nomination Sketch Map and Photo Keys



United States Department of the Interior  
National Park Service

National Register of Historic Places  
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Northstar Center
Name of Property
Hennepin, Minnesota
County and State
N/A
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Additional Documentation Page 14

The Northstar Center comprises two buildings:

1. Pillsbury Building
2. Cargill Building/Hotel/Parking Garage/Retail

Ownership interests are illustrated below. Note: Demarcation lines are approximate.



<b>KEY:</b>
Dashed line indicates property owned by PCCP NNN Northstar, LLC
Diagonal lines indicate property owned by The 2YQ LLC
Shaded area (green) is Pillsbury Building

**United States Department of the Interior**  
**National Park Service**

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Northstar Center
Name of Property
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County and State
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Photographs Page 1

**PHOTOGRAPHS**

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0001

South (left) and east (right) facades of the hotel, located in the southeast corner of the Northstar Center, looking northwest.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0002

View of the Northstar Center along South Seventh Street, looking northwest.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0003

West (left) and south (right) facades of the Cargill Building, located in the southwest corner of the Northstar Center, looking northeast.



**United States Department of the Interior  
National Park Service**

**National Register of Historic Places  
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Northstar Center
Name of Property Hennepin, Minnesota
County and State N/A
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Photographs Page 2

Name of Property: Northstar Center  
City or Vicinity: Minneapolis  
County: Hennepin  
State: Minnesota  
Name of Photographer: Jessica Berglin  
Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0004

North wall (center) and west facade (right) of the Cargill Building behind a low-rise condominium building with a curtainwall penthouse and a skyway that are not part of the Northstar Center, looking southeast.

Name of Property: Northstar Center  
City or Vicinity: Minneapolis  
County: Hennepin  
State: Minnesota  
Name of Photographer: Jessica Berglin  
Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0005

North (left) and west (right) walls of the parking garage and the office addition to the Pillsbury Building, looking southeast.

Name of Property: Northstar Center  
City or Vicinity: Minneapolis  
County: Hennepin  
State: Minnesota  
Name of Photographer: Jessica Berglin  
Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0006

North (right) and east (left) facades of the Pillsbury Building, looking southwest.

Name of Property: Northstar Center  
City or Vicinity: Minneapolis  
County: Hennepin  
State: Minnesota  
Name of Photographer: Jessica Berglin  
Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0007

Historical commercial space in the southeast corner of the Northstar Center, looking northwest.

**United States Department of the Interior**  
**National Park Service**

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Northstar Center
Name of Property Hennepin, Minnesota
County and State N/A
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Photographs Page 3

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0008

Commercial storefronts and 1963 skyway along South Seventh Street, looking northwest.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0009

Pedestrian arcade recessed behind ramp to parking garage along South Seventh Street, looking east.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0010

Storefront openings and non-historic skyway along Second Avenue South, looking northeast.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0011

Rooftop courtyard with the Cargill Building to the left, the hotel to the right, and the windowless wall of the Pillsbury Building in the background, looking north.

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Name of Property Hennepin, Minnesota
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Photographs Page 4

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0012

View of hotel tower with historic North Star sculpture, looking southeast.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0013

Historic entrance on South Seventh Street with typical historic metal doors, looking northwest.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0014

Basement elevator lobby with historic wall and floor finishes, looking east.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: September 2015

MN\_Hennepin County\_Northstar Center\_0015

Cargill Building elevator lobby on the first floor, looking southwest.

**United States Department of the Interior**  
**National Park Service**

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Name of Property Hennepin, Minnesota
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Photographs Page 5

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0016  
 Pillsbury Building elevator lobby on the first floor, looking northwest.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0017  
 Historic escalators in the retail arcade, looking south.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0018  
 Retail arcade on the first floor, looking southeast.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0019  
 Retail arcade on the first floor, looking northeast.

**United States Department of the Interior  
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Name of Property Hennepin, Minnesota
County and State N/A
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Photographs Page 6

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0020  
 Retail arcade on the first floor, looking south.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: January 2016

MN\_Hennepin County\_Northstar Center\_0021  
 Seventh-floor hotel lobby, with stairs and doorway to Pillsbury Building in the background, looking north.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: January 2016

MN\_Hennepin County\_Northstar Center\_0022  
 Corridor connecting the seventh-floor hotel lobby to the Cargill Building, looking west.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: January 2016

MN\_Hennepin County\_Northstar Center\_0023  
 Hotel banquet room with historic bar and wood-paneled walls, looking southeast.



**United States Department of the Interior**  
**National Park Service**

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County and State N/A
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Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: January 2016

MN\_Hennepin County\_Northstar Center\_0024

Hotel banquet room with historic fireplace, mantel, and bookcases, looking northwest.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: January 2016

MN\_Hennepin County\_Northstar Center\_0025

Typical hotel corridor, looking north.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0026

Typical office space in the Cargill Building, looking south.

Name of Property: Northstar Center  
 City or Vicinity: Minneapolis  
 County: Hennepin  
 State: Minnesota  
 Name of Photographer: Jessica Berglin  
 Date of Photograph: October 2015

MN\_Hennepin County\_Northstar Center\_0027

Typical office space in the Pillsbury Building, looking west.

**United States Department of the Interior**  
**National Park Service**

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Photographs Page 8

Northstar Center

Name of Property  
Hennepin, Minnesota

County and State  
N/A

Name of multiple listing (if applicable)

Name of Property: Northstar Center  
City or Vicinity: Minneapolis  
County: Hennepin  
State: Minnesota  
Name of Photographer: Jessica Berglin  
Date of Photograph: July 2015

MN\_Hennepin County\_Northstar Center\_0028

Parapet set back from the east wall of the Pillsbury Building, looking north.



CONVENTION  
CITY PARKING

ORBITAL

ORBITAL













ROAD WORK AHEAD

SIDEWALK CLOSED  
←  
USE OTHER SIDE

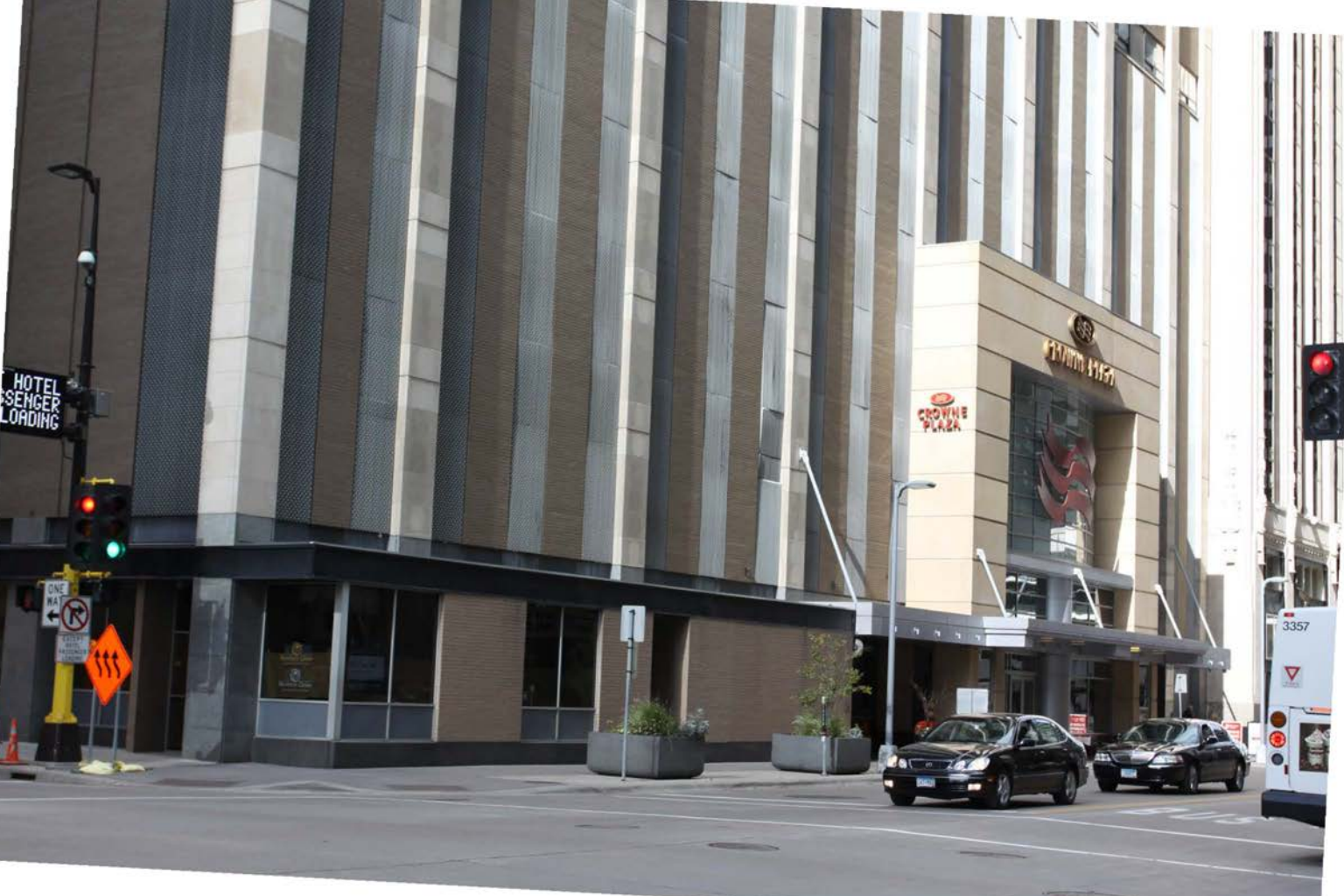
↑↑↑↑

BENEY









HOTEL PASSENGER & LOADING

CROWNE PLAZA

HYATT

3357

ONE WAY  
NO LEFT TURN  
AHEAD

ROAD WORK AHEAD





1151

PEOPLE'S CHOICE

WINDING





Norristar Center



T  
G

Starbucks

Starbucks

Starbucks East















41

EXIT

UPPER LEVEL ELEVATOR



LL

LL

PLEASE USE  
ELEVATOR  
FOR  
ACCESS













CROWNE PLAZA



To Hotel, Retail Shops,  
Skyway & Northstar West

To Hotel, Retail Shops, Skyway  
& Northstar West

MUSEUM MUSEUM MUSEUM MUSEUM MUSEUM





ELEVATORS

GARDEN VIEW























National Register of Historic Places  
Memo to File

# Correspondence

The Correspondence consists of communications from (and possibly to) the nominating authority, notes from the staff of the National Register of Historic Places, and/or other material the National Register of Historic Places received associated with the property.

Correspondence may also include information from other sources, drafts of the nomination, letters of support or objection, memorandums, and ephemera which document the efforts to recognize the property.

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES  
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY Northstar Center  
NAME:

MULTIPLE  
NAME:

STATE & COUNTY: MINNESOTA, Hennepin

DATE RECEIVED: 5/26/16 DATE OF PENDING LIST:  
DATE OF 16TH DAY: DATE OF 45TH DAY: 7/11/16  
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 16000441

REASONS FOR REVIEW:

APPEAL: N DATA PROBLEM: N LANDSCAPE: N LESS THAN 50 YEARS: N  
OTHER: N PDIL: N PERIOD: N PROGRAM UNAPPROVED: N  
REQUEST: N SAMPLE: N SLR DRAFT: N NATIONAL: N

COMMENT WAIVER: N

ACCEPT  RETURN  REJECT 7.11.16 DATE

ABSTRACT/SUMMARY COMMENTS:

RECOM./CRITERIA \_\_\_\_\_

REVIEWER \_\_\_\_\_ DISCIPLINE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.



**Minneapolis**  
City of Lakes

**Community Planning &  
Economic Development**

**Planning Division**  
250 South 4<sup>th</sup> Street – Room 110  
Minneapolis MN 55415

Office 612-673-2597  
Fax 612-673-2728  
TTY 612-673-5154

May 5, 2016

Barbara Mitchell Howard  
Deputy State Historic Preservation Officer  
345 Kellogg Blvd. W.  
St. Paul, MN 55102

**Re: National Register of Historic Places Nomination – Northstar Center**

Dear Ms. Mitchell Howard,

Thank you for the opportunity to comment on the National Register of Historic Places (NRHP) nomination for Northstar Center at 625 Marquette Avenue and 608, 618, and 618 ½ Second Avenue South in Minneapolis. These comments are being submitted as an interested party by staff of the Minneapolis Department of Community Planning and Economic Development (CPED) on behalf of the Minneapolis Heritage Preservation Commission who considered the nomination during a meeting on May 3, 2016. The Commission voted unanimously to move forward the staff recommendation that is outlined here:

*Staff recommends the Commission adopt the CPED report, approve the nomination to the National Register of Historic Places, and direct staff to transmit a letter summarizing the report to the State Historic Preservation Officer.*

The Commission agrees with the nomination report that the Northstar Center is significant due to its contribution to economically revitalizing Downtown Minneapolis at a time when large corporations and retailers were moving to the suburbs. The Northstar Center is credited with creating a new model of mixed-use urban development that continues to be prevalent in today's Downtown environment.

Thank you for the opportunity to comment. Please do not hesitate to contact me if you have any questions or require further clarification.

Sincerely,

Beth Elliott, AICP  
Principal City Planner  
105 5<sup>th</sup> Avenue South, Suite 200  
Minneapolis, MN 55401  
Direct: (612) 673-2442  
Fax: (612) 673-2728  
[beth.elliott@minneapolismn.gov](mailto:beth.elliott@minneapolismn.gov)

Cc: Charlene Roise, Hess, Roise and Company  
Jessica Berglin, Hess, Roise and Company





81 South Ninth Street • Minneapolis, MN 55402  
(612) 333-6128  
FAX (612) 344-1693

May 16, 2016

**VIA E-MAIL AND MESSENGER**

State Historic Preservation Officer  
c/o Barbara Mitchell Howard  
Deputy State Historic Preservation Officer  
345 Kellogg Blvd. W.  
St. Paul, MN 55102  
[mnshpo@mnhs.org](mailto:mnshpo@mnhs.org)

Re: Nomination of Northstar Center (“Northstar Center”), Minneapolis, MN, to the National Register of Historic Places (the “Northstar Center Nomination”)

Dear Barbara:

The 2YQ LLC (“2YQ”), a Minnesota limited liability company, is the fee owner of a portion of the land lying beneath Northstar Center, which portion is legally as Tract B (“Tract B”) on the National Park Service / National Register of Historic Places Registration Form, dated November 22, 2015, prepared by Jessica Berglin and Charlene Roise, found on SHPO’s website. 2YQ’s managing member is The 614 Company (“614”), a Minnesota corporation.

2YQ is submitting this notarized letter as fee owner of Tract B and requests that you add this letter and its attachments to the public record for the Northstar Center Nomination. 2YQ did not become aware of the Northstar Center Nomination until several months after the date of the Northstar Center Nomination. Please note that neither 2YQ nor 614 is a partner of, nor is either entity affiliated in any way with, PCCP NNN Northstar LLC (“PCCP”), the party which we understand engaged Jessica Berglin and Charlene Roise to prepare the Northstar Center Nomination. Your letters to Hon. Betsy Hodges, Mayor of Minneapolis, and Ms. Laura Faucher, Chair, Minneapolis Heritage Preservation Commission, both dated February 29, 2016, indicate that 2YQ was cc’d; however, the address stated for 2YQ (608 Second Ave. So., #725, Minneapolis, MN 55402) in each letter is the address for PCCP, not 2YQ. As a result, 2YQ did not receive these letters until PCCP forwarded them to 2YQ.

2YQ and 614 are both Minneapolis based, locally owned businesses. Robert Greenberg is the chief executive of both 2YQ and 614. Either 2YQ or 614 has owned Tract B since the 1950’s, before most of what now constitutes Northstar Center was constructed. Prior to the inclusion of Tract B as a part of the assemblage for the development of Northstar Center, 614 owned and operated a parking facility on the site (Shirley’s Parking Ramp).

On August 30, 1960, 614, as lessor, entered into a ground lease (the “Original Ground Lease”) with The Center, Inc., as tenant, regarding Tract B. The Original Ground Lease was executed in contemplation of the development of Northstar Center. The Center, Inc. was the original developer of Northstar Center.

On December 28, 2006, 2YQ, as successor to 614, as lessor, and BRE/TZ Properties, L.L.C., as successor to The Center, Inc., as tenant, entered into an Amended and Restated Ground Lease (the “Restated Ground Lease”), a redacted copy of which is attached as Exhibit A to this letter. On February 26, 2007, 2YQ, as lessor, and BRE/TZ Properties, L.L.C., as tenant, entered into a First Amendment to Amended and Restated Ground Lease (the “First Amendment”), a copy of which is attached as Exhibit B to this letter. The Restated Ground Lease and the First Amendment are referred to collectively in this letter as the “Ground Lease.” According to Hennepin County’s website and the Fifth Amendment of Tunnel Agreement (defined below), BRE/TZ Properties, L.L.C. has transferred its interest under the Ground Lease to PCCP. The term of the Ground Lease expires December 31, 2106.

614 and 2YQ have had a long history of involvement in the operation of Northstar Center. 614 managed the parking ramp located in Northstar Center from its original construction until December 31, 2011, a period of approximately 50 years. 614 is also a party to the Tunnel Agreement, dated August 16, 1961 (the “Tunnel Agreement”), governing the tunnel connecting Northstar Center with the Minneapolis Athletic Club, which is now operated as the Grand Hotel Minneapolis and the Minneapolis Life Time Athletic Club. A copy of the latest amendment to the Tunnel Agreement, the Fifth Amendment of Tunnel Agreement, dated April 30, 2011 (the “Fifth Amendment of Tunnel Agreement”), among 2YQ, PCCP and Gator Owner LLC, is attached as Exhibit C to this letter. 2YQ anticipates the parties will enter into another amendment to the Tunnel Agreement, to extend the term beyond the current expiration date of April 30, 2021.

2YQ is submitting this letter to notify all interested parties of 2YQ’s fee ownership of Tract B and the existence of the Ground Lease and the Tunnel Agreement, as amended. In particular, as provided in Section 37 of the Ground Lease, 2YQ’s interest in the Ground Lease is unsubordinated. PCCP is not authorized to do anything which would subordinate 2YQ’s fee ownership in any manner. In addition, as provided in Section 5 of the Ground Lease, “[a]t the expiration or earlier termination of this Lease, Lessor may, at Lessor’s option, require Tenant to promptly remove all Improvements from the Premises, at Tenant’s sole cost, or allow the Improvements to remain.” Given 2YQ’s right to require PCCP to remove all improvements from Tract B upon a termination of the Ground Lease, it is critical to the continued existence of the historic Northstar Center that PCCP perform all of its obligations under the Ground Lease so that the Ground Lease remains in effect until its natural expiration date of December 31, 2106. We believe that the right of 2YQ at the termination of the Ground Lease to require that all improvements on the ground be removed may impact the Northstar Center nomination process and we want to assure that all parties are aware of the legal ownership structure of the Northstar Center and the rights of 2YQ under the Ground Lease.

Please feel free to contact Mr. Greenberg directly (612-333-6128) if you have any questions or comments on the matter at hand. Thank you.



AMENDED AND RESTATED  
GROUND LEASE

between

THE 2YQ LLC, a Minnesota limited liability company,

as Lessor

and

BRE/TZ PROPERTIES, L.L.C., a Delaware limited liability company,

as Tenant

Dated as of December 28, 2006



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Exhibit A      Legal Description of Premises

AMENDED AND RESTATED  
GROUND LEASE

THIS AMENDED AND RESTATED GROUND LEASE (this "Lease") is made and entered into as of December 28, 2006 ("Effective Date") between THE 2YQ LLC, a Minnesota limited liability company ("Lessor"); and BRE/TZ PROPERTIES, L.L.C., a Delaware limited liability company ("Tenant").

Lessor's predecessor in title, The 614 Company, as lessor, and Tenant's predecessor in title, The Center, Inc., as tenant, entered into that certain ground lease, dated August 30, 1960 (the "Original Ground Lease"), with respect to the Premises (defined below). Lessor and Tenant desire to amend and restate the Original Ground Lease according to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the rents and covenants and under the terms and conditions set forth herein, Lessor and Tenant agree as follows:

1. Premises. Lessor does hereby demise and lease unto Tenant, and Tenant does hereby hire and take from Lessor, all that certain tract or parcel of land situated in the City of Minneapolis, County of Hennepin and State of Minnesota more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto (the "Premises"). Tenant accepts the Premises and all appurtenances thereto "as is", in their present condition and state of repair, without any representation or warranty, express or implied, having been made by Lessor or by any person on Lessor's behalf with respect thereto.

2. Term. The term (the "Term") of the Original Ground Lease is hereby extended through and including December 31, 2106 (one hundred (100) years from and after January 1, 2007), with no extension options, so that the Term shall be from May 1, 1961 through December 31, 2106.

3. Definitions.. For purposes of this Lease the following terms shall have the following meanings.

"**Base Rent**" shall mean the amount of base rent payable per year as defined in, and payable pursuant to, Section 4.A hereof.

"**Commencement Date**" shall mean May 1, 1961.

"**Constant Dollars**" shall mean the adjusted value of a given dollar amount, as follows: An adjustment shall occur on January 1, 2012, and thereafter at five year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index and the denominator of which is the Base Index. The "Base Index" shall be the level of the Index for December, 2006. The "Current Index" shall be the level of the Index for the month of December of the year preceding the adjustment year. The "Index" shall be the Consumer Price Index for



All Urban Consumers, U.S. City Average, All items published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then Lessor may substitute (and give notice of such substitution to Tenant) for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result that would have been achieved by the Index.

**"Fair Market Value"** of the Premises shall mean the most probable price which the Premises are likely to bring under all the following conditions:

1. The determinations occur as of the specified Revaluation Date.
2. An open and competitive market exists for the real property interest appraised.
3. Lessor and Tenant are each acting prudently and knowledgeably.
4. The price is not affected by undue stimulus.
5. Lessor and Tenant are typically motivated.
6. Lessor and Tenant are acting in what they consider their best interest.
7. Marketing efforts were adequate and a reasonable time was allowed for exposure in the open market.
8. Payment is made in cash in U.S. dollars.
9. The price, represents the normal consideration for the Premises, unaffected by special or creative financing or concessions or brokerage costs granted by anyone associated with the transaction.
10. The most probable price must consider the highest and best use of the Premises as if vacant and unencumbered and free and clear of all leases (including this Lease), taking into account then current economic conditions, applicable zoning, costs of construction, the real estate marketplace and all other conditions having an effect on the fair market value of the Premises. The Premises as vacant requires that the then existing Improvements shall not in any way be considered a negative burden on the value of the Premises (and accordingly, no deduction shall be taken for any assumed vacancy in any Improvements on the Premises).

**"Fair Rental Value"** of the Premises as of the applicable Revaluation Date means the Fair Market Value of the Premises as of such Revaluation Date multiplied by the current annual return on comparable investments as of such Revaluation Date, taking into consideration the Term of this Lease.

**“Fair Market Value”** and **“Fair Rental Value”** and **“Market Rate of Increase”** shall be determined as follows: Lessor and Tenant shall have thirty (30) days after the date (each, a **“Revaluation Date”**) (i) that is six (6) months prior to the beginning of the 26<sup>th</sup>, 51<sup>st</sup> and 76<sup>th</sup> Lease Years, or (ii) the Premises are acquired by a condemning authority, to attempt to agree upon the Fair Market Value and Fair Rental Value of the Premises as of such Revaluation Date, and, with respect to the 51<sup>st</sup> and 76<sup>th</sup> Lease Years only, the Market Rate of Increase for an annual Base Rent that increases every year for 25 years at the same rate, compounded annually. If Lessor and Tenant agree on an amount or amounts, such amount shall be the Fair Market Value or Fair Rental Value, as applicable, of the Premises as of the relevant Revaluation Date and the Market Rate of Increase, if applicable. If Lessor and Tenant do not agree upon such Fair Market Value or Fair Rental Value, as applicable, or the Market Rate of Increase, if applicable, within such thirty (30) day period, then such Fair Market Value or Fair Rental Value, as applicable, and the Market Rate of Increase, if applicable, shall be determined by appraisal by a panel of appraisers consisting of three reputable real estate appraisers (each an **“Expert”**), each of whom is a member of the Appraisal Institute with the designation of **“MAI.”** The Fair Market Value or Fair Rental Value, as applicable, and the Market Rate of Increase, if applicable, shall be determined using the professional standards of the Appraisal Institute. One Expert will be appointed by Lessor and a second Expert will be appointed by Tenant, both within thirty (30) days after the expiration of the period for Lessor and Tenant to attempt to agree on an amount or amounts, as described above. The third Expert will be appointed by the first two Experts. If the first two Experts are unable to agree on a third Expert within twenty (20) days after the appointment of the first two Experts, then Lessor or Tenant may petition any judge of the Hennepin County District Court for appointment of the third Expert. The three Experts shall independently appraise the Premises within sixty (60) days after the appointment of the third appraiser. If determinations of Fair Market Value or Fair Rental Value, as applicable, and the Market Rate of Increase, if applicable, of at least two of the Experts are identical in amount, that amount will be determined to be the Fair Market Value or Fair Rental Value, as applicable, and the Market Rate of Increase, if applicable. If the determinations of Fair Market Value or Fair Rental Value, as applicable, or Market Rate of Increase, if applicable, of all three Experts are different in amount, the highest appraised value or amount will be averaged with the middle value (that average being referred to as **“Average A”**) and the lowest appraised value or amount will be averaged with the middle value (that average being referred to as **“Average B”**). The Fair Market Value or Fair Rental Value, as applicable, and Market Rate of Increase, if applicable, will be determined as follows: (i) if neither Average A nor Average B differs from the middle appraised value or amount by more than 10% of the middle appraised value or amount, then the Fair Market Value or Fair Rental Value, as applicable, and Market Rate of Increase, if applicable, will be the average of the three appraisals, (ii) if either Average A or Average B (but not both) differs from the middle appraised value or amount by more than 10% of the middle appraised value or amount, then the Fair Market Value or Fair Rental Value, as applicable, and Market Rate of Increase, if applicable, will be the average of the middle appraised value or amount and the appraised value closer in amount to the middle appraised value or amount, and (iii) if both Average A and Average B differ from the middle appraised value or amount by more than 10% of the middle

appraised value or amount, then the Fair Market Value or Fair Rental Value, as applicable, and Market Rate of Increase, if applicable, will be equal to the middle appraised value or amount. Once the Fair Market Value or Fair Rental Value, as applicable, and Market Rate of Increase, if applicable, have been determined, the Experts shall promptly give notice to Lessor and Tenant and such determinations will be binding and conclusive on them. Each party will bear its own expenses in connection with the appraisal process, including the fees of the Expert chosen by such party, but the fees of the third Expert will be shared equally.

**"First Year Alternative Rent"** means the rent ("**First Year Rent**") that would be payable for the first year of the First Revaluation Period, if the present value as of the first day of the First Revaluation Period, using a discount rate of 8% per annum, of such First Year Rent, payable monthly for 25 years, increasing however, as of each annual anniversary date of such first day by 2% per annum compounded, were equal to the Discounted Present Value for the First Revaluation Period. First Year Alternative Rent does not apply to the Second Revaluation Period or Third Revaluation Period.

**"Improvements"** means all improvements located on the Premises from time to time.

**"Lease Year"** shall mean a period of 12 consecutive calendar months commencing on January 1 of each year during the Term, beginning January 1, 2007, and ending the following December 31. Accordingly: the 26<sup>th</sup> Lease Year shall be the 12 month period commencing January 1, 2032 and ending December 31, 2032; the 51<sup>st</sup> Lease Year shall be the 12 month period commencing January 1, 2057 and ending December 31, 2057; and the 76<sup>th</sup> Lease Year shall be the 12 month period commencing January 1, 2082 and ending December 31, 2082.

**"Market Rate of Increase"** means the annual compounded percentage rate of increase in the base rent, if any, generally negotiated at or about the time of the relevant Revaluation Date for ground leases of land in the Minneapolis area having a term of at least 25 years commencing at or about the time of such Revaluation Date, and otherwise having terms and conditions similar to this Lease; provided, however, in no event shall the "Market Rate of Increase" be less than 1% per annum nor greater than 6% per annum. For example, if at the time of the relevant Revaluation Date, lessors and lessees generally agree that on ground leases as described above, an annual compounded percentage increase in base rent of 3% per annum after the first lease year of the term of such ground lease is appropriate, then the "Market Rate of Increase" shall be 3% per annum.

**"Occupants"** shall mean tenants or subtenants of Tenant who occupy the Improvements and conduct business therein.

**"Premises"** shall have the meaning set forth in Section 1 above.

**"Present Value"** means the discounted value as of the first day of the First Revaluation Period, using a discount rate of 8% per annum, of the monthly rent that would be payable for the First Revaluation Period, if such monthly rent were equal to one-twelfth of the

annual Fair Rental Value of the Premises as of the Revaluation Date which is six months prior to the commencement of the First Revaluation Period.

“**Revaluation Period**” means each of the following twenty-five year periods: January 1, 2032 through December 31, 2056 (“**First Revaluation Period**”); January 1, 2057 through December 31, 2081 (“**Second Revaluation Period**”); and January 1, 2082 through December 31, 2106 (“**Third Revaluation Period**”).

“**Rent**” shall mean Base Rent, plus all other amounts payable by Tenant pursuant to this Lease.

4. Rent.

A. Base Rent. Tenant shall pay to Lessor minimum annual rental amounts (the “**Base Rent**”) as follows:

(i) For the period from the Commencement Date through December 31, 2006, Base Rent shall be the net rent set forth in the Section entitled “**Rental**” in the Original Ground Lease. Lessor acknowledges that the Base Rent accruing prior to the date of this Amendment has been paid in full.

(ii) For the period commencing January 1, 2007, until and including December 31, 2031, Tenant agrees to pay Lessor each Lease Year as Base Rent the amount set forth in the following schedule:

<u>From and After:</u>	<u>Until and Including:</u>	<u>Annual Base Rent:</u>	<u>Monthly Base Rent:</u>
January 1, 2007	December 31, 2007		
January 1, 2008	December 31, 2008		
January 1, 2009	December 31, 2009		
January 1, 2010	December 31, 2010		
January 1, 2011	December 31, 2011		
January 1, 2012	December 31, 2012		
January 1, 2013	December 31, 2013		
January 1, 2014	December 31, 2014		
January 1, 2015	December 31, 2015		
January 1, 2016	December 31, 2016		
January 1, 2017	December 31, 2017		
January 1, 2018	December 31, 2018		
January 1, 2019	December 31, 2019		
January 1, 2020	December 31, 2020		
January 1, 2021	December 31, 2021		
January 1, 2022	December 31, 2022		
January 1, 2023	December 31, 2023		
January 1, 2024	December 31, 2024		
January 1, 2025	December 31, 2025		
January 1, 2026	December 31, 2026		



<u>From and After:</u>	<u>Until and Including:</u>	<u>Annual Base Rent:</u>	<u>Monthly Base Rent:</u>
January 1, 2027	December 31, 2027	[REDACTED]	[REDACTED]
January 1, 2028	December 31, 2028	[REDACTED]	[REDACTED]
January 1, 2029	December 31, 2029	[REDACTED]	[REDACTED]
January 1, 2030	December 31, 2030	[REDACTED]	[REDACTED]
January 1, 2031	December 31, 2031	[REDACTED]	[REDACTED]

(iii) For the period commencing January 1, 2032, until and including December 31, 2056 (i.e., the First Revaluation Period), Tenant agrees to pay Lessor each Lease Year as Base Rent an amount calculated as follows:

(1) The first step in resetting the Base Rent will be to determine the annual Fair Rental Value of the Premises, exclusive of any Improvements, as of the First Revaluation Date (i.e. July 1, 2031), using the procedure set forth in Section 3 above.

(2) The next step will be to calculate the Present Value as of January 1, 2032.

(3) The next step is to determine the First Year Alternative Rent for the calendar year 2032.

If the annual Base Rent determined under step (3) above is equal to or greater than the annual Base Rent for calendar year 2031 [REDACTED] then the annual Base Rent for the First Revaluation Period will be the amount determined under step (3), increasing by 2% per annum, compounded annually. If, however, the amount determined under step (3) is less than the annual Base Rent for calendar year 2031, then Lessor has the option of accepting as the annual Base Rent for the First Revaluation Period, either (a) the higher of (i) the annual Base Rent determined under step (1) above (i.e. the annual Fair Rental Value of the Premises as of the First Revaluation Date), or (ii) the annual Base Rent for calendar year 2031, in each case without any annual increase, or (b) the annual Base Rent determined under step (3) above (including the 2% compounded annual increase), i.e. the First Year Alternative Rent for the calendar year 2032, increasing annually by 2% per annum compounded. Lessor shall notify Tenant in writing of its election under the preceding sentence within thirty (30) days after the Fair Rental Value has been determined.

(iv) For the period commencing January 1, 2057, until and including December 31, 2081 (i.e. the Second Revaluation Period), Tenant agrees to pay Lessor each Lease Year as Base Rent an amount calculated as follows: the annual Fair Rental Value of the Premises, exclusive of any Improvements, as of the "Second Revaluation Date" (i.e. July 1, 2056), will be determined using the procedure set forth in Section 3 above ("Second Revaluation Date Fair Rental Value"). If the Second Revaluation Date Fair Rental Value, as so determined, is equal to or greater than the annual Base Rent for calendar year 2056, then the

annual Base Rent for the Second Revaluation Period will be the Second Revaluation Date Fair Rental Value, as so determined, increasing each Lease Year after the calendar year 2057 by a percentage amount equal to the Market Rate of Increase as determined as of the Second Revaluation Date as aforesaid, compounded annually. If, however, the Second Revaluation Date Fair Rental Value, as so determined, is less than the annual Base Rent for the calendar year 2056, then the annual Base Rent for the Second Revaluation Period shall be an amount equal to the annual Base Rent for calendar year 2056, increasing each Lease Year after the calendar year 2057 by a percentage amount equal to the Market Rate of Increase as determined as of the Second Revaluation Date as aforesaid, compounded annually.

(v) For the period commencing January 1, 2082, until and including December 31, 2106 (i.e. the Third Revaluation Period), Tenant agrees to pay Lessor each Lease Year as Base Rent an amount calculated as follows: the annual Fair Rental Value of the Premises, exclusive of any Improvements, as of the "Third Revaluation Date" (i.e. July 1, 2081), will be determined, using the procedure set forth in Section 3 above ("Third Revaluation Date Fair Rental Value"). If the Third Revaluation Date Fair Rental Value, as so determined, is equal to or greater than the annual Base Rent for calendar year 2081, then the annual Base Rent for the Third Revaluation Period will be the Third Revaluation Date Fair Rental Value, as so determined, increasing each Lease Year after the calendar year 2082 by a percentage amount equal to the Market Rate of Increase as determined as of the Third Revaluation Date as aforesaid, compounded annually. If, however, the Third Revaluation Date Fair Rental Value, as so determined, is less than the annual Base Rent for calendar year 2081, then the annual Base Rent for the Third Revaluation Date shall be an amount equal to the annual Base Rent for calendar year 2081, increasing each Lease Year after the calendar year 2082 by a percentage equal to the Market Rate of Increase as determined as of the Third Revaluation Date as aforesaid, compounded annually.

The annual Base Rent for each Lease Year shall be payable in equal monthly installments, each in an amount equal to 1/12 of the annual Base Rent for such Lease Year, payable in advance on or before the first day of each month during such Lease Year.

B. Place and Manner of Payment. All Base Rent and other amounts payable to Lessor hereunder shall be paid in lawful money of the United States of America, without any deduction or setoff whatsoever, to Lessor at 81 Ninth Street, Suite 210, or at such other place as Lessor shall designate in writing.

C. Late Charge and Interest. If Tenant fails to pay any Base Rent within five (5) business days after the same shall be due, then, in addition to the Base Rent, Tenant shall pay Lessor a late charge equal to four percent (4%) of the amount that was due to compensate for the administrative expense of monitoring and collecting Base Rent. In addition, if Lessor does not receive Base Rent within 10 business days after the date when such Base Rent is due, Tenant shall pay interest on the unpaid amount from the date when it was due until it is paid at an

interest rate of five percent (5%) in excess of that rate from time to time reported by *The Wall Street Journal* as the "Prime Rate".

5. Title to Improvements. The Improvements now or hereafter located upon the Premises from time to time are and shall be and remain the property of Tenant until the expiration of the Term or the earlier termination of this Lease. Upon the expiration of the Term or the earlier termination of this Lease, as the case may be (except as otherwise herein provided), the Improvements then remaining on the Premises shall automatically and without further act on the part of Tenant or Lessor become the property of Lessor and shall be surrendered to Lessor, free and clear of all liens and encumbrances (including taxes and assessments). Nothing in this Section 5 shall limit Lessor's rights in the event of a default by Tenant under any of the provisions of this Lease. Tenant agrees that, upon the expiration or earlier termination of this Lease by any cause whatsoever, to execute and deliver to Lessor such evidence of title to the Improvements as Lessor may reasonably request. At the expiration or earlier termination of this Lease, Lessor may, at Lessor's option, require Tenant to promptly remove all Improvements from the Premises, at Tenant's sole cost, or allow the Improvements to remain.

6. Use. Tenant may use the Premises for any lawful use.

7. Taxes and Assessments. During the Term, Tenant shall pay or cause to be paid, before penalty attaches, all taxes, assessments, fees and other charges of any nature (ordinary or extraordinary) levied, assessed or imposed by the State of Minnesota or political subdivisions thereof, or other governmental authorities, against the Premises, the leasehold estate created hereby, the reversionary estate in the Premises, and any Improvements now or hereafter located thereon or on the ownership thereof, which are payable during the Term, commencing with those payable in the calendar year in which the Term commences, and concluding with those payable in the calendar year in which the Term expires; provided, however, that the taxes, fees and other charges payable in the calendar year in which the Term expires shall be apportioned between Lessor and Tenant according to the number of days during such calendar year that are included in the Term. Tenant shall pay all special assessments levied against the Premises after the Commencement Date; provided, however, to the extent said special assessments may be paid over a period of time, Tenant's obligation with regard to special assessments shall be met so long as any then current installment shall be paid before it becomes delinquent; provided, however, Tenant shall pay any unpaid special assessments remaining on the Premises as of the expiration of the Term or the earlier termination of this Lease. If, at any time, any taxes, assessments, fees or other charges payable during the Term, commencing with those due and payable in the calendar year in which the Term commences and concluding with those payable in the calendar year in which the Term expires, shall be levied by the State of Minnesota or any political subdivision thereof against Lessor with respect to its interests in the Premises, or rent payable by Tenant hereunder in lieu of, or in substitution in whole or in part for, any taxes, assessments fees or other charges that might otherwise be levied or assessed by such taxing authority against the Premises or any part thereof and any Improvements thereon, Tenant shall pay, or cause to be paid, when due, any and all such taxes, assessments fees and other charges. If any substitute taxes, assessments, fees or other charges are based on income, Tenant's obligations hereunder shall be calculated as if Lessor had no income other than that payable to it under the terms of this Lease. Promptly upon payment, Tenant shall deliver to Lessor a paid receipt evidencing payment of all amounts to be paid by Tenant pursuant to this Section. Nothing in this Lease

contained shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of Lessor, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by Tenant under this Lease, except to the extent hereinabove provided. Tenant shall deliver to Lessor duplicate receipts of all taxes, assessments, fees or other charges paid as required above within sixty (60) days after the respective dates when due.

8. Utilities. Tenant shall pay or cause to be paid, all charges for gas, water, steam, chilled water, electricity, light, heat, air conditioning, power, telephone, cable television, other communication, snow plowing, cleaning, sanitary sewer, storm sewer, or any other service or utility used, rendered or supplied upon, or in connection with, the Premises or Improvements thereon during the Term, and shall save Lessor harmless against any liability or expense for any such charge.

9. Hazardous Substances. The term "**Hazardous Substances**," as used in this Lease, shall include, without limitation, medical waste, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any state, local or federal authorities (the "**Authorities**"). Tenant agrees to the following with regard to Hazardous Substances and environmental laws:

A. Tenant shall not cause or suffer to exist any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use, alteration or occupancy of the Premises, including, but limited to, soil and ground water conditions.

B. Tenant shall not cause or suffer to occur the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, to the extent any such activity is prohibited by, or results in liability under, any law regulating the use, generation, release, storage, transportation, or disposal of Hazardous Substances ("**Laws**").

C. Should any Authority demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the Premises, Tenant shall, whether or not such release of Hazardous Substances was caused by Tenant or persons under Tenant's direction or control, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such clean-up plans. Nothing contained in this Section 9 shall limit Tenant's rights against any third party.

D. Tenant shall promptly provide all information regarding the use, generation, release, storage, transportation, or disposal of Hazardous Substances that is known to Tenant reasonably requested by Lessor. If Tenant fails to fulfill any duty imposed under this Section 9 within a reasonable time, Lessor may, without obligation, do so, after ten day's prior



notice to Tenant, enter the Premises to fulfill Tenant's duty, and upon demand by Lessor, Tenant shall reimburse Lessor for all costs in connection therewith, including without limitation reasonable attorneys' fees, as additional Rent; and in such case, Tenant shall cooperate with Lessor to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 9.

E. Tenant shall indemnify, defend, and hold harmless Lessor and its officers, directors, members, managers, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occur during the Term, at or from the Premises, or which arise at any time from Tenant's use, alteration or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws, whether or not such release of Hazardous Substances was caused by Tenant or persons under Tenant's direction or control.

F. Tenant's obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

10. Compliance With Laws. In addition to Tenant's obligations under Section 9 above, Tenant shall, at its sole cost and expense, indemnify Lessor and its members, officers, agents and employees against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for any failure of Tenant to comply with all applicable laws, ordinances and regulations of any nature whatsoever now or hereafter in any manner affecting the Premises or Improvements or the use thereof. Tenant shall not commit any unlawful occupation, business or trade to be conducted on the Premises or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto, and shall protect Lessor and the Premises against any tax, fine, fee or other charge or penalty imposed or levied against the Premises on account of any failure to comply with any such law, ordinance or regulation, whether or not any such laws, ordinances or regulations which may hereafter be enacted involve a change of policy on the part of the governmental body enacting the same, and Tenant will do any work or make any alteration to the Premises, including the Improvements, which is required to make the Premises conform with the requirements and standards of all laws, ordinances and regulations, now and hereafter applicable to the Premises, whether the work involved is structural or otherwise. Tenant shall maintain in force and effect all permits, licenses and similar authorizations necessary for it to use and operate the Premises; provided that neither this clause nor any other provision in this Lease shall be construed as granting or allowing any uses other than the uses expressly permitted under this Lease.

11. Liens. Tenant shall not permit any mechanics', laborers' or materialmen's liens or claims thereof to stand against the Premises by reason of any cause whatsoever, including, without limitation, the construction of any Improvements, unless appropriate bond is posted covering any loss resulting from such lien. At least 30 days before commencing demolition of

any existing Improvements upon the Premises and at least 30 days prior to commencing the erection of any building or other improvements, either wholly or partially upon the Premises, and at least 30 days prior to commencing any alteration or improvement of any building or other improvement, either wholly or partially upon the Premises, the cost of which is estimated by Tenant at in excess of \$2,500,000, adjusted to Constant Dollars (or prior to commencing demolition if demolition work will precede construction work), Tenant will notify Lessor of such proposed work, accompanied by such details regarding such proposed work as Lessor shall reasonably request. Lessor, by notice to Tenant within 30 days after receipt of Tenant's notice, may elect to require Tenant to furnish to Lessor a bond in a sum at least equal to the estimated cost of construction, alteration, improvement and demolition, if any, as the same shall be estimated by Tenant, which bond shall be executed by Tenant as principal and by a responsible surety company authorized to do business in the State of Minnesota as surety and shall be conditioned upon the performance of the following covenants, which covenants the Tenant agrees to keep and perform:

- (a) To pay for all labor performed and material furnished in and about the construction, alteration, improvement and demolition, if any; and
- (b) To keep the Premises free and clear of all liens for labor performed or material furnished for the construction, alteration, improvement and demolition, if any, and to defend, without cost or expense to Lessor, each and every lien asserted or filed against the Premises or any part thereof, and to pay each and every judgment entered against the Premises or any part thereof on account of such lien.

The bond, in addition to the conditions for the performance of the covenants above specified, shall also provide that no judgment entered against the Premises or any part thereof on account of any such lien or claim shall constitute a breach of the conditions of said bond until said judgment shall become final because of Tenant's failure to appeal therefrom or the affirmation thereof by the highest court to which said judgment may be appealed. In addition, before any work commences in the Premises as described in this Section 11, Tenant shall, for Lessor's benefit, post notices of nonresponsibility on the Premises as provided by law, notifying all contractors, subcontractors and material suppliers that they will not have lien rights against Lessor's fee simple interest in the Premises. Tenant shall indemnify and save harmless Lessor from each and every claim, demand, action and cause of action and all expense, including reasonable attorneys' fees, arising out of, or connected with, any act or omission or any alleged act or omission of Tenant or of any agents, employees or contractors of Tenant in or about the construction, alteration, improvement or demolition, if any.

12. Right to Contest. Notwithstanding the provisions of Sections 7, 9, 10 and 11 hereof, Tenant shall not be in default hereunder with respect to the payment of any tax, assessment, fee, or charge referred to in Section 7 or with respect to compliance with any ordinance, restriction or regulation referred to in Sections 9 or 10, or with respect to any lien referred to in Section 11, as long as: (i) Tenant contests in good faith the validity or enforceability of the tax, assessment, fee, charge, ordinance, restriction, regulation or lien referred to in any of said Sections; and (ii) Lessor will not, as a result of such contest, forfeit any interest in the Premises that cannot be redeemed simply by the payment of money. If required by Tenant, Lessor shall join in any such contest, provided such joinder is without cost or expense to

Lessor. Tenant shall complete any such contest as soon as is reasonably possible, and promptly upon completion of such contest, Tenant shall keep and perform its obligations under Section 7, Section 9, Section 10 and/or Section 11 as qualified by the results of such contest.

13. Lessor's Right to Inspect. Subject to reasonable notice, Tenant shall permit Lessor's authorized representatives to enter the Premises and all Improvements located thereon at all times, both during and after construction of any Improvements, during reasonable business hours for the purpose of inspecting the same; provided, however, that Lessor shall not unreasonably interfere with the conduct of Tenant's business.

14. Indemnification Tenant agrees to indemnify and hold Lessor harmless from any and all claims, demands and actions, and all costs and expenses relating thereto (including reasonable attorneys' fees), for damage, injury, death, disability or illness of or to any persons or property, arising out of, or as a result of, Tenant's possession of the Premises, demolition or construction of any Improvements, or Tenant's use of the Premises or any breach or default of Tenant in the performance of any of its covenants hereunder. Tenant hereby expressly releases Lessor, its agents and employees, from any claim or cause of action for any loss or damage whatsoever to the Premises or Tenant's property therein or business conducted therefrom except to the extent arising out of the intentional acts or omissions or gross negligence of the Lessor, its agents or employees.

15. Insurance

A. Builder's Risk Insurance. During the construction of any Improvements, and at Tenant's sole cost and expense, Tenant shall maintain builder's risk insurance, written on the so-called "Builder's Risk --Completed Value Basis," in an amount equal to 100% of the replacement costs of the Improvements and any building, buildings or other improvements located on adjacent premises but which are connected to the Improvements as of the date of completion, naming Lessor as an additional insured, with coverage on the so-called "special perils," or equivalent, form of policy. Such policy shall include a "Soft Costs" endorsement insuring loss of income resulting from a delay caused by an insured loss during construction. Lessee shall be named insured and Lessor additional insured for the Soft Costs portion of the policy, as their respective interests may appear.

B. Property Insurance. During the Term, at Tenant's sole cost and expense, Tenant shall keep all Improvements now or hereafter located on the Premises and any building, buildings or other improvements located on adjacent premises but which are connected to the Improvements insured at all times throughout the Term against loss or damage by fire and "special perils" coverage form or equivalent, in an amount not less than 100% of the replacement cost thereof. Lessee shall be named insured and Lessor additional insured on such insurance, as their respective interests may appear.

C. Liability Insurance. During the Term, at Tenant's sole cost and expense, Tenant shall maintain commercial general liability insurance with respect to accidents occurring on or about the Premises or arising out of the use thereof in reasonable amounts, but not less than \$1,000,000.00 per occurrence and aggregate for all claims. During the Term, if alcoholic beverages are sold or served in any portion of the Premises, Tenant shall maintain, at Tenant's



sole cost and expense, liquor liability insurance in reasonable amounts, but not less than \$1,000,000.00 per occurrence and aggregate for all claims. During the Term, at Tenant's sole cost and expense, Tenant shall maintain automobile liability insurance in reasonable amounts, but not less than \$1,000,000.00 per occurrence and aggregate for all claims. Lessor shall be named as an additional insured on all such liability policies.

D. Umbrella Coverage. During the Term, at Tenant's sole cost and expense, Tenant shall maintain umbrella coverage in an amount of not less than \$10,000,000 providing excess coverage over the general liability, automobile liability and employer's liability insurance. During any period of major construction on the Premises, Lessor may, at its election, require umbrella coverage higher than \$10,000,000 up to an amount which is reasonable and consistent with normal business practice in the area with respect to similar construction. Lessor shall be named as an additional insured on all such umbrella coverage.

E. Workers' Compensation Insurance. During the Term, at Tenant's sole cost and expense, Tenant shall maintain workers' compensation insurance.

F. Business Interruption Insurance. During the Term, at Tenant's sole cost and expense, Tenant shall maintain business interruption insurance in reasonable amounts, but not less than coverage for 12 months. Lessee shall be named insured and Lessor named as additional insured on such insurance, as their respective interests may appear.

G. Miscellaneous. All insurance required to be maintained by Tenant hereunder shall be effected under valid and enforceable policies issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, with a general policyholder rating of at least A VIII in the most current Best's Insurance Report available, or if Best's Insurance Report is discontinued, a comparable publication selected by Lessor. Upon the commencement of the Term, and thereafter not less than 10 days prior to the expiration of any current policy, Tenant shall deliver to Lessor the original, or certificates thereof, of all insurance policies which Tenant is required to maintain hereunder. All policies of insurance required to be maintained by Tenant hereunder shall provide that any loss shall be payable notwithstanding any act of negligence of Lessor, Tenant, or any sublessee or other occupant of the Premises which might otherwise result in a forfeiture of said insurance. The loss, if any, under any insurance policies required to be maintained by Tenant hereunder shall be adjusted with the insurance companies by Tenant, but Lessor shall have the right to confer with Tenant in adjusting any such loss. Each policy required to be maintained by Tenant hereunder shall contain an agreement by the insurer that such policy shall not be cancelled, modified or allowed to lapse without at least 30 days prior written notice to Lessor and Tenant. Nothing in this Lease shall prevent Tenant from taking out the insurance required to be maintained by Tenant hereunder under a blanket insurance policy or policies which may cover other properties as well as the Premises; provided, however, that any such policy or policies of blanket insurance shall specify therein, or Tenant shall furnish Lessor with a written statement from the insurers under such policy or policies, specifying the amount of the total insurance allocated to the Premises, which amount shall not be less than the amounts required hereunder. In no event may Tenant's deductible or retention on any policy of insurance exceed \$50,000.00. All dollar amounts set forth in this Section 15 shall be adjusted to Constant Dollars.



16. Damage or Destruction.

A. Restoration. In case of damage to or destruction of the Improvements now or hereafter included within the Premises by fire or otherwise, Tenant shall, at Tenant's sole cost and expense, restore, repair, replace, rebuild, or alter the same as nearly as possible to the condition the same were in immediately prior to such damage or destruction or construct a new building or buildings with a value of the Improvements within the Premises at least equal to the value of the Improvements within the Premises immediately before the damage or destruction. Such restoration, repairs, replacements, rebuilding, or alterations shall be commenced promptly and prosecuted with reasonable diligence, subject to delays caused by labor disputes, fire, fuel or material shortages or unavailability, legal acts of public authorities, war, inclement weather, delays or defaults by public or private carriers, acts of God, or other causes beyond the control of Tenant. In no event shall Tenant have any right to terminate this Lease based on any damage or destruction of all or any portion of the Premises. Notwithstanding the foregoing, if any damage or destruction occurs during the last five (5) years of the Term of this Lease, Tenant may elect to either (i) restore, repair, replace, rebuild or alter the Improvements or construct a new building or buildings, as provided above in this subsection A, or (ii) demolish the Improvements, including, without limitation, all footings and foundations, and leave the Premises in a condition reasonably acceptable to Lessor and also in accordance with all applicable building and zoning codes.

B. Insurance Proceeds. All insurance money received by Lessor and Tenant on account of such damage or destruction shall be applied to the payment of the cost of restoration, repairs, replacements, rebuilding or alterations, including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repair, replacements, rebuilding or alterations to the Premises (herein called the "Work After Casualty"). If such insurance money shall be insufficient to pay the entire cost of the Work After Casualty, Tenant shall pay the deficiency.

C. No Abatement. Tenant's obligation to make payment of Base Rent and other amounts becoming due and payable by Tenant to Lessor or third parties hereunder, and Tenant's obligation to perform all other covenants on the part of Tenant to be performed hereunder, shall not be affected by any such destruction or damage.

17. Condemnation.

A. Entire Premises. If all or substantially all of the Premises (or if less than substantially all, but the remaining portion cannot be operated as an economic venture without material expenditure of funds), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation, then at Tenant's election, the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rentals shall be paid up to that date. If less than substantially all of the Premises shall be so acquired, but the parties fail to agree upon whether the remaining portion can be operated as an economic venture without material expenditure of funds within thirty (30) days after the acquisition by the condemning authority, then such question shall be determined by arbitration in accordance with Section 25 hereof.

B. Partial Taking. In the event of a partial taking or condemnation which takes less than substantially all of the Premises, then, unless the Lease shall be terminated pursuant to subsection A above, Tenant shall, at Tenant's sole cost and expense, promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect but with a pro rata reduction of the Base Rent as provided in paragraph D of this Section. Notwithstanding the foregoing, if a condemnation occurs during the last five (5) years of the Term of this Lease, Tenant may elect to either (i) restore the Premises as provided above in this subsection B, or (ii) demolish the Improvements, including, without limitation, all footings and foundations, and leave the Premises in a condition reasonably acceptable to Lessor and also in accordance with all applicable building and zoning codes.

C. Rights to Award. In the event of any condemnation, taking or sale as aforesaid, whether whole or partial, Tenant shall be entitled to receive and retain the value of its leasehold estate which is taken plus that portion of the total award which compensates for the taking or diminution in value of the Improvements and Lessor shall be entitled to receive and retain the balance of the award; except that if the Premises shall be restored as herein provided, Tenant shall first be entitled to recover the costs and expenses incurred in such restoration out of any such award, and the balance shall be allocated as aforesaid. Termination of this Lease shall not affect the right of the respective parties to such awards. In no event shall Tenant be entitled to any award for consequential damages to the portion of the Premises or adjacent premises not taken, or the diminution of the assemblage value of the Premises or adjacent premises not taken, or for any portion of such award which by law or custom belongs to Lessor.

D. Effect on Rent. Except as provided otherwise in this Section 25, Tenant's obligation to pay Base Rent and other amounts becoming due and payable by Tenant to Lessor hereunder shall not be affected by such condemnation, except that the Base Rent payable hereunder shall, effective as of the date of taking of possession by the condemnor, be reduced proportionately based upon the actual number of square feet of the land contained within the Premises which remains before and after such condemnation proceedings.

18. Repair and Maintenance. Tenant, at Tenant's sole cost and expense, shall take good care of the Premises and the Improvements during the Term and shall maintain the same in good condition, including all sidewalks, curbs and parking areas located on the Premises, and Tenant shall make all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, all as may be necessary to keep the Premises and Improvements in good order and condition. When used in this Lease, the term "repairs" shall include all replacements, renewals, alterations, additions and betterments, when necessary and appropriate. All repairs made by Tenant shall be equal in quality and class to the original work. Tenant shall use its best efforts to keep the Improvements adequately heated during all months of the year when temperatures are below freezing to prevent damage to the Improvements by freezing or heating. Tenant shall also keep and maintain the Premises free of accumulated dirt, rubbish, snow and ice, and any unlawful obstructions. Lessor shall not be required to make any repairs to the Improvements during the Term. Tenant further agrees to take care of any landscaping and grounds on the Premises, including the mowing of grass, care of shrubs and general landscaping. The Premises shall not be maintained as, nor shall Tenant permit the Premises to become, a public or private nuisance, Tenant shall not maintain any nuisance upon

the Premises, and Tenant shall not permit or commit any waste or damage to the Premises. The necessity for and adequacy of repairs shall be measured by the standard which is appropriate for proper and adequate maintenance of buildings of similar construction, class and required standards of use in the vicinity of the Premises. At the end or other termination of this Lease, Tenant shall surrender the Premises, including the Improvements thereon, in good repair and condition, loss by casualty, condemnation and ordinary wear and tear excepted, and all Improvements on the Premises shall become the property of Lessor without any obligation on the part of Lessor to compensate Tenant therefor.

19. Covenant Against Waste. Tenant covenants, subject to the terms of this Lease, not to do or suffer any waste or damage to or impairment of the value of the Premises, including the Improvements now or hereafter located on the Premises.

20. Alterations. Subject to the other terms of this Lease and provided no Event of Default then remains uncured pursuant to the terms of this Lease, Tenant shall have the right at any time during the Term, at its sole cost and expense, to demolish Improvements, construct new Improvements, or make such changes in, and additions and alterations, structural or otherwise, to the Improvements now or hereafter located within the Premises as Tenant shall deem necessary or desirable in connection with the operation of its business; provided, however that:

A. The work is done in a good and workerlike manner, in compliance with all applicable laws, ordinances, rules and regulations.

B. The cost of the work is fully paid for by Tenant.

Nothing herein contained shall be construed to prevent Tenant or any subtenant or other Occupant claiming under or through Tenant from removing from the Premises or the Improvements now or hereafter located thereon, trade fixtures, furniture and equipment installed by it on the condition, however, that Tenant shall promptly, at its own cost and expense, repair, or cause to be repaired, any and all damage to the Premises and the Improvements resulting from, or caused by, the removal thereof. Notwithstanding the foregoing, Tenant shall not demolish all or any substantial part of the Improvements then located within the Premises during the last five (5) years of the Term without Lessor's prior written approval, which shall not be unreasonably withheld.

21. Assignment and Subletting. Tenant shall have the right to assign, in whole, or sublet, in whole or in part, the Premises without the Lessor's consent; provided, however, Tenant shall give notice to Lessor of any assignment or any subletting of the entire Premises; and, provided, further, no such subletting shall release Tenant from its obligations under this Lease and no such assignment shall be valid until the assignee assumes and agrees to keep and perform all obligations of Tenant under this Lease from and after the date of the assignment and such assumption agreement, in form reasonably acceptable to Lessor, is executed by the assignee and delivered to Lessor.

22. Net Lease. It is the intention and purpose of the respective parties hereto that this Lease shall be a "net lease" to Lessor, all cost or expense of whatever character or kind, general and special, ordinary and extraordinary, foreseen and unforeseen and of every kind and nature

whatsoever that may be necessary in or about the operation of the Premises and Tenant's authorized use thereof during the entire Term to be paid by Tenant. All provisions of this Lease relating to expenses are to be construed in light of such intention and purpose to construe this Lease as a "net lease."

23. Assignment by Lessor. Lessor's interest in this Lease shall be freely assignable, and the obligations of Lessor arising or accruing under this Lease after an assignment by Lessor shall be enforceable only against the assignee. Any such assignment shall be subject to the rights of Tenant hereunder and the rights of all persons or entities claiming through Tenant. Lessor shall endeavor to notify Tenant before Lessor begins to market its interest in the Premises for sale to unrelated third parties. In no event shall the preceding sentence be construed to constitute an option to purchase, right of first refusal, right of first offer or any other right on Tenant's part to purchase the Premises or any part thereof. Lessor shall not be liable for a breach of this Lease if Lessor fails to provide the notice set forth in this Section 23.

24. Default. For purposes of this Lease, the term "Event of Default" shall mean and include any of the following:

A. Base Rent. A default in the payment of any Base Rent when due hereunder, which default continues for a period of 10 days after written notice of such default from Lessor to Tenant.

B. Other Amounts. A default in the payment of any additional rent or other amounts becoming due from Tenant to Lessor or others hereunder, which default continues for a period of 10 days after written notice of such default from Lessor to Tenant.

C. Other Defaults. A default in the performance or observance by Tenant of any of the covenants, obligations, agreements or conditions of this Lease not described in paragraphs A or B above to be performed or observed by Tenant under this Lease, which default continues for a period of 30 days after written notice of such default by Lessor to Tenant, or if such default cannot reasonably be cured within a period of 30 days, which default is not cured within the time reasonably necessary to cure such default, not to exceed 90 days.

D. Insolvency. Tenant shall admit in writing its inability to pay its debts as they become due, or shall commence any proceeding or file a petition under the provisions of the Federal Bankruptcy Code for liquidation, reorganization, or adjustment of debts, or under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in any such proceeding, or an order for relief shall be entered by a Federal Bankruptcy Court in any such proceeding, or Tenant shall not, within 60 days after the commencement of any such proceeding or the filing of any such petition without its consent, have the same dismissed or vacated, or shall consent to the appointment of a custodian (as that term is defined in the Federal Bankruptcy Code), or assignment to a custodian of the whole or any substantial part of its properties, or shall not, within 60 days after such an appointment or assignment without its consent or acquiescence, have such appointment or assignment vacated or set aside.



Upon occurrence of an Event of Default, Lessor may elect, at its option and at any time thereafter while such default or defaults shall continue (i) to terminate this Lease and enter into and upon the Premises and take possession of the same, either with or without process of law, and to expel, remove and put out Tenant, the Occupants and any person or persons occupying the same, and remove all property and effects therefrom, using such force as may be necessary to repossess and enjoy the Premises, without liability to any party for damages sustained by reason of such removal and without prejudice to Lessor's rights and remedies to recover accrued indebtedness of Tenant as well as damages on account of Tenant's breach of this Lease; or (ii) as Tenant's representative, without terminating this Lease, to enter upon and rent the Premises without advertisement or by private negotiations and for any term and on such conditions as Lessor deems proper. Except insofar as inconsistent with, or contrary to, any provisions of this Lease, no right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. Except to the extent that Lessor may have otherwise agreed in writing, no waiver by Lessor of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same, or any other obligation, agreement or covenant, nor shall any forbearance by Lessor to seek a remedy for such breach by Tenant be deemed a waiver by Lessor of its rights or remedies with respect to such breach. Reasonable attorneys' fees and other expenses incurred by Lessor by reason of any default of Tenant, or by others holding under Tenant, in complying with any requirement of this Lease shall be payable upon demand. This Section 24 is subject to Minn. Stat. § 504B.291, Subd. 2 and all amendments thereto so long as such statute remains in force.

25. Arbitration. Should Lessor and Lessee disagree upon any question as to the true construction of any provision of this Lease or concerning any violation of any such provision, or should there be any dispute of any kind or character between the parties hereto (other than a question to be determined by the appraisal procedures set forth in Section 3 above), such question shall be submitted to a Board of Arbitration of three disinterested, experienced Twin Cities (Minneapolis-St. Paul) commercial real estate lawyers. The arbitration shall be conducted under the rules of the American Arbitration Association, or if such organization ceases to exist, a comparable organization reasonably agreed upon by Lessor and Tenant. The party demanding such arbitration shall give to the other party written notice of such demand, stating specifically the question or questions to be submitted for decision and nominating a person to act as one arbitrator. Within ten (10) days after the receipt of such notice, the recipient thereof shall appoint the second arbitrator and give notice of such appointment to the other party. Within ten (10) days after the appointment of the second arbitrator, the two arbitrators shall appoint a third arbitrator, and the three arbitrators so appointed shall constitute a Board of Arbitration.

In event the party receiving notice of any such demand for arbitration has not notified in writing the party demanding the arbitration of its nomination of a second arbitrator having the required qualifications within the ten days provided above, the party demanding such arbitration may apply to the senior judge of the Hennepin County District Court (if such Court does not exist, then to the senior judge of an existing court of comparable jurisdiction), and such judge shall appoint the second arbitrator within ten days after application is made. In the event the third arbitrator is not appointed within the time herein allowed, either party hereto may apply to the

senior judge of the Hennepin County District Court (or of such alternative court as may then exist), and such judge shall appoint the third arbitrator within ten days after application is made.

The third arbitrator shall have the power to fix the time and place when and at which the arbitration shall proceed but, in doing so, shall give due consideration to the reasonable convenience of the parties and their witnesses.

Upon such Board of Arbitration being constituted, it shall proceed with reasonable diligence to inquire into the question or questions at issue as disclosed in such notice and may take such evidence as it may deem reasonable or as either party may submit without requiring witnesses to be sworn and may hear argument of counsel or others. After the parties have been heard, it shall proceed to make its award in writing, and the same, when signed by two or more of the arbitrators, shall be final, binding and conclusive upon the parties. The books and papers of the parties, so far as they relate to any matter subject to arbitration, shall be open to the examination of the arbitrators. In addition, the Board of Arbitration shall determine the amount and methods of discovery permitted by the parties. In event the arbitrators are unable to formulate a majority report within four months after the appointment of the third arbitrator, either party hereto may make application to the senior judge of the Hennepin County District Court (or such alternative court as may then exist), and such judge shall prepare a report after taking such evidence as he or she deems necessary and proper and, in such event, the report of such judge shall be conclusive upon the parties hereto.

The fees and expenses of the arbitrators and all fees and expenses of witnesses and counsel shall be paid by the non-prevailing party, as determined by the Board of Arbitrators.

If either party hereto shall refuse to perform any award, the adverse party may enforce the same by proper proceedings in any court of law or equity.

In no event may Tenant cease payment of Rent during the pendency of any arbitration proceeding for any reason whatsoever. Notwithstanding anything contained in this Section 25, Tenant may not arbitrate an Event of Default under Sections 24A or 24B and Lessor reserves all remedies available at law or in equity in connection with such Events of Default.

26. Lessor's Right to Cure. If Tenant shall fail to make any payment or perform any act required to be made or performed hereunder, or shall fail to make any payment or perform any act required to be performed by Tenant under any lease or sublease from Tenant, Lessor, without waiving or releasing any obligation or default, may, but shall be under no obligation to, make such payment or perform such act for the account and at the expense of Tenant, and may enter upon the Premises or any part thereof for such purposes and take such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. In the event of an emergency, such actions may be taken at any time and without any notice. In the event of a nonemergency, at any time after such failure continues for more than 10 days after written notice thereof from Lessor (or if the failure is of such a character as to require more than 10 days to cure and Tenant has commenced the cure and is continuing to use reasonable diligence in curing such failure, at any time after that period of time reasonably necessary to cure such failure, not to exceed 90 days). No such entry shall be deemed an eviction of Tenant. All sums so paid by Lessor and all

reasonable costs, fees and expenses so incurred shall constitute additional rent hereunder and shall be paid by Tenant immediately upon demand.

27. Quiet Enjoyment. So long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy and enjoy the Premises during the Term.

28. No Personal Liability. Notwithstanding any provision herein to the contrary, Lessor and Tenant agree that if either party is in default of this Lease, that the other party shall look solely to the interest of the defaulting party in the Premises, and that neither Lessor nor Tenant, nor their shareholders, directors, officers, members, managers, partners, employees, agents or representatives, shall have any personal liability to pay any indebtedness hereunder or to perform any covenant contained herein, and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Lessor, Tenant, or their shareholders, directors, officers, members, managers, partners, employees, agents or representatives. Each party and all persons claiming by, through or under such party hereby expressly waive and release all such personal liability. The terms "Lessor" and "Tenant" as used in this Lease shall mean, at a given time, the person, firm or corporation who is the owner or owners, collectively, for the time being of the fee or leasehold estate in the Premises, and any successor or assignee thereof. In the event of a transfer of Lessor's or Tenant's interest in all or any portion of the Premises, each prior Lessor and Tenant shall be entirely freed and relieved of and from all covenants and obligations on the part of Lessor or Tenant accruing or maturing after such transfer, the same to be deemed and construed to have been assumed and agreed to by each successor to Lessor's or Tenant's interest hereunder for the limited period herein specified.

29. Holding Over. In the absence of any written agreement to the contrary, should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, such tenancy shall be, at Lessor's option, either from month-to-month, subject to all of the conditions, provisions and obligations of this Lease, or at sufferance, subject to all of the conditions, provisions and obligations of this Lease, except that the Base Rent due and payable for each month or part thereof during any holdover period shall, in either event, be 200% of the monthly Base Rent payable hereunder for the month of the Term immediately preceding the expiration or termination of the Term.

30. Notices. Any notice or election herein required or permitted to be given or served by either party hereto upon the other, shall be deemed given or served in accordance with the provisions of this Lease if delivered to an officer of such other party hereto and his or her receipt obtained therefor, or if mailed in a sealed wrapper by United States registered or certified mail, postage prepaid, properly addressed to such other party at the address hereinafter specified or if delivered to a nationally recognized overnight courier service. Unless and until changed by notice as herein provided, notices and communications shall be addressed as follows:

If to Lessor:

The 2 YQ LLC  
c/o The 614 Company  
Young Quinlan Building  
81 South 9<sup>th</sup> Street  
Minneapolis, MN 55402

Attn: Robert Greenberg  
Fax: 612-344-1693

With a copy to:

Dorsey & Whitney LLP  
50 South 6<sup>th</sup> Street  
Minneapolis, MN 55402  
Attn: Mark E. Hamel  
Fax: 612-340-2644

If to Tenant:

c/o Blackstone Real Estate Advisors  
345 Park Avenue  
New York, New York 10154  
Attention: Mr. David A. Roth  
Telecopier: (212) 583-5202  
Telephone: (212) 583-5000

With Copy To:

Pircher, Nichols & Meeks  
1925 Century Park East, Suite 1700  
Los Angeles, California 90067  
Attention: Real Estate Notices: (LJP)  
Telecopier: (310) 201-8922  
Telephone: (310) 201-8900

Each such mailed notice or communication shall be deemed to have been given to, or served upon, the party to which addressed, on the date one day after the same is deposited in the United States registered or certified mail, postage prepaid, or to such nationally recognized overnight courier service, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to, or served upon, the party to whom delivered upon delivery thereof in the manner above provided. Either party may change the address and/or person to whom directed to which mailed notice is to be sent to it by giving to the other party hereto not less than 10 days advance written notice thereof.

31. Captions. The Section headings incorporated in this Lease are for convenience only, are not a part of this Lease, and shall not be considered in the interpretation of this Lease.

32. Estoppel Certificates. Lessor and Tenant agree at any time and from time to time, upon not less than 10 days prior written notice, to execute, acknowledge and deliver to the other a statement which may be relied upon by a third party, certifying: (a) that this Lease is in full force and effect without modification (or if not in full force and effect or if modified or amended stating the nature of the default, modification or amendment, as the case may be), (b) the dates to which rent and other charges have been paid hereunder, (c) the current Base Rent, (d) the dates on which the Term begins and ends, (e) that the other party is not in default under this Lease (or specifying any default), and (g) such other information as the third party may reasonably request.

33. Memorandum of Lease. Lessor and Tenant agree that, at the request of either party, a memorandum of lease shall be prepared in form and substance reasonably satisfactory to



each of the parties hereto, and shall be executed by each of the parties hereto in duplicate, such lease to be filed for record in the proper office for Hennepin County, Minnesota.

34. Modifications. This Lease contains the entire agreement between Lessor and Tenant regarding the subject matter hereof. Tenant agrees that it has not relied on any statement, representation or warranty of any person except as set out in this Lease. None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Tenant shall be in any manner modified, waived or abandoned, except by written instrument duly signed and delivered by Lessor and Tenant with the same formalities as this Lease has been executed.

35. Severability. If any term, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Lease and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permitted by law.

36. Binding Effect. All of the terms, covenants, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

37. Lessor's Interest Not Subordinate to Mortgages of Tenant's Leasehold Estate. Lessor's interest in the Premises shall not be subordinated to the lien of any mortgage or mortgages or other encumbrances created or suffered to be created by Tenant. Lessor shall have the right, at any time and from time to time during the Term, to mortgage the fee title and Lessor's interest herein, provided that such mortgage is made subject to this Lease. Tenant shall have the right to mortgage and pledge its interest under this Lease subject, however, to the limitations herein contained. Any such mortgage or pledge shall be subject and subordinate to the rights of Lessor hereunder, and the holder of any mortgage or deed of trust of the fee in and/or upon which the Premises is located (the "Mortgagee"). No holder of a mortgage on Tenant's interest under this Lease ("Leasehold Mortgage" and/or "Leasehold Mortgagee") shall have the rights or benefits mentioned in this Section, nor shall the provisions of this Section be binding upon the Lessor or a Mortgagee unless and until an executed counterpart of such Leasehold Mortgage or a copy certified by the holder of the Leasehold Mortgage or by the recording officer to be true shall have been delivered to Lessor, notwithstanding any form of notice, actual or constructive.

If Tenant shall mortgage Tenant's interest in this Lease in compliance with the provisions of this Section, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

A. Lessor, upon serving Tenant any notice of default pursuant to the terms of this Lease, shall also serve a copy of such notice upon the holder of such Leasehold Mortgage, at the last address which Lessor is given by said Leasehold Mortgagee.

B. Any holder of such Leasehold Mortgage, in case Tenant shall be in default hereunder, shall, within the period and otherwise as herein provided, and in any event, a period of not less than 30 days after its receipt of notice of such default pursuant to subsection A above, have the right to remedy such default, or cause the same to be remedied, and Lessor shall accept such performance by or at the instance of such holder as if the same had been by Tenant.

C. For the purposes of this Section, no event of default shall be deemed to exist under the terms of this Lease in respect of the performance of work required to be performed, or of acts to be done, or of conditions to be remedied, if steps shall, diligently and in good faith, have been commenced and completed by or for the Leasehold Mortgagee within the time permitted therefor to rectify the same and shall be prosecuted to completion with diligence and continuity as provided in this Lease; provided, however, that in any event, the Leasehold Mortgagee shall have such additional time as it reasonably needs in order to cure such default so long as it proceeds with reasonable diligence; provided further, that for any default that cannot be cured without possession of the Premises or at all, Lessor shall allow such additional time as Leasehold Mortgagee shall reasonably need to prosecute and complete a foreclosure or equivalent proceeding and obtain possession of the Premises. If a Leasehold Mortgagee completes a foreclosure of this Lease or it or its assignee otherwise acquires the Tenant's interest under this Lease, then Lessor shall waive any non-curable defaults.

D. In the event of the termination of this Lease by Lessor or by reason of a bankruptcy prior to the expiration of the Term, except by eminent domain as herein provided, Lessor shall serve upon the holder of such Leasehold Mortgage notice that this Lease has been terminated together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and all other defaults, if any, under this Lease then known to Lessor. The holder of a Leasehold Mortgage shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

Upon the written request of the holder of such Leasehold Mortgage, within 30 days after service of such notice that this Lease has been terminated, Lessor shall enter into a new lease of the Premises with such holder, or its designee, as follows:

Such new lease shall be effective as of the date of termination of this Lease, and shall be for the remainder of the Term of this Lease and at the rent and upon all agreements, terms, covenants and conditions hereof as if the Lease had not terminated (and accordingly, notwithstanding the provisions of Section 5 hereof, the Improvements shall be deemed to be the Property of the lessee of such new lease). Such new lease shall require the tenant to perform any unfulfilled obligations of Tenant under this Lease (excluding, however, any default of Tenant that such new tenant cannot reasonably cure). Upon the execution of such new lease, the tenant named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease, but for such termination and shall pay all expenses including, but not limited to, reasonable counsel fees, court costs and disbursements incurred by Lessor in connection with

such defaults and termination, the recovery of possession of said Premises, and the preparation, execution and delivery of such new lease.

E. Any notice or other communication which Lessor shall desire or is required to give to or serve upon the holder of a Leasehold Mortgage shall be in writing and shall be served by certified mail, addressed to such holder at such address as shall be designated by such holder by notice in writing given to Lessor by certified mail. Any notice or other communication which the holder of a Leasehold Mortgage on this Lease shall desire or is required to give or serve upon Lessor shall be deemed to have been duly given or served if sent by certified mail addressed to Lessor at Lessor's address as set forth in this Lease or at such other address as shall be designated by Lessor by notice in writing given to such holder by certified mail.

F. Nothing herein contained shall be deemed to obligate Lessor to deliver possession of the Premises to the tenant under any new Lease entered into pursuant to Subsection D hereof, due to Tenant's holdover.

G/ No union of the interests of Lessor and Tenant herein shall result in a merger of this Lease in the fee interest.

If any Leasehold Mortgagee shall acquire title to Tenant's interest in this Lease, by foreclosure of a Leasehold Mortgage thereon or by assignment in lieu of foreclosure or by an assignment from a designee or wholly owned subsidiary corporation of such Leasehold Mortgagee, or under a new lease pursuant to this Section, such Leasehold Mortgagee shall be otherwise bound by this Lease, but may assign this Lease or such new lease in accordance with the provisions of Section 21 hereof and shall thereupon be released from all liability for the performance or observance of the covenants and conditions in this Lease or such new lease contained on tenant's part to be performed and observed from and after the date of such assignment, provided that (i) Lessor shall have received an executed counterpart of said assignment, together with the name and address of the assignee, (ii) Lessor shall also be sent an assumption of liability by the assignee in accordance with said Section 21, all in recordable form.

Notwithstanding the foregoing, the rights of any Leasehold Mortgagee pursuant to this Section 37 are conditioned upon Lessor's continued receipt of monthly Base Rent during any period when any Leasehold Mortgagee is exercising any of its remedies against Tenant arising out of any Tenant default under any Leasehold Mortgage.

38. Tenant to Physically Separate the Premises. In the event one or more buildings are situated partially on the Premises and partially on adjoining premises (excluding the southwesterly twelve feet (SWly 12 ft.) of Lot six (6) and the southwesterly twelve feet (SWly 12 ft.) of the Southeasterly One-half, front and rear, of Lot Seven (7), all in Block Two Hundred Twenty (220), said Brown & Jackin's Addition to Minneapolis (the "Twelve Foot Strip")) on the date this Lease expires or is otherwise terminated, Tenant shall, if then or thereafter requested to do so by Lessor, at any time Lessor desires, promptly thereafter, at its expense, physically separate the Improvements on the Premises and the Twelve Foot Strip from the improvements adjoining the Improvements on the Premises and Twelve Foot Strip as Lessor may then designate. In such event, Tenant agrees that it will, at the request of Lessor, physically separate

such Improvements from the improvements on the adjoining premises in such manner as will permit Lessor safely to demolish such Improvements without physical damage to the improvements upon the adjoining premises. In addition, Tenant shall grant to Lessor, for the benefit of such Improvements, such easements and other appurtenant rights over Tenant's property as reasonably required by Lessor to serve such Improvements and to permit such Improvements to be operated as a separate building or buildings, including, without limitation, easements for ingress and egress for all applicable uses, utilities, building systems, elevator access, skyway access, loading docks, parking, party walls, lateral and subjacent support and otherwise, provided the grant of such easements and other appurtenant rights shall not materially impair the use of Tenant's property. For purposes of this Section 38 and Section 39 hereof, in the event a Leasehold Mortgagee shall enter into a new lease of the Premises pursuant to Section 37D hereof, then this Lease will not be deemed to have terminated but instead will be deemed to have continued.

39. Title Etc. to Portion of Building on Twelve Foot Strip. If, at the expiration or earlier termination of this Lease, a part of one or more buildings then located primarily on the Premises extends over, under or upon all or a portion of the Twelve Foot Strip, title to such part of such building or buildings shall automatically, without action on the part of either of the parties hereto, vest in Lessor, its successors and assigns, free from all liens and encumbrances (including taxes and assessments) which may have been placed thereon or permitted to have been placed thereon by Tenant, and Lessor, its successors and assigns, shall have the right to use and maintain such part of such building or buildings over, under and upon the Twelve Foot Strip until such part of such building or buildings is demolished; provided, however, that Lessor, its successors and assigns, shall pay all real estate taxes and installments of assessments payable therewith, levied against such part of such building or buildings and the portion of the Twelve Foot Strip occupied thereby which become payable from and after the expiration or earlier termination of this Lease to and including the year in which such part of such building or buildings is demolished, prorated to the date demolition commences. Lessor agrees to indemnify and hold Tenant harmless from any and all claims for damage or injury asserted against Tenant by anyone for any reason whatsoever arising out of, or as a result of, Lessor's use of the Twelve Foot Strip or the use by anyone of the portions of the Twelve Foot Strip occupied by the building or buildings of Lessor. Without limiting the liability of Lessor hereunder, Lessor agrees, at its sole cost and expense, to cause Tenant to be named as an additional insured with respect to all liability insurance maintained by Lessor with respect to said building or buildings partially on the Twelve Foot Strip after the expiration or earlier termination of this Lease. It is understood, however, that nothing herein contained shall be construed to limit any of the rights of Lessor in the event of a default by Tenant under any of the provisions of this Lease. Tenant covenants and agrees that, upon the expiration or termination of this Lease by any cause whatsoever, it will execute and deliver to Lessor such evidence of title to such part of such building or buildings together with the right to use and maintain the same as Lessor may reasonably request.

40. No Termination By Tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have no rights to terminate this Lease for any reason whatsoever. Without limiting the generality of the foregoing, to the fullest extent permitted by law, Tenant waives any rights to terminate this Lease that may now or hereafter be available at common law or by statute or judicial decision. This Lease may only be terminated by Lessor pursuant to Section 24 (due to Tenant's default) or by operation of Section 17.A.



41. Counterparts. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

42. Contingency. This Lease is contingent upon Lessor and Tenant entering into a management agreement for the parking ramp located partially within the Premises simultaneously with the execution hereof. This Lease is also contingent upon Lessor receiving at the time of execution hereof, an endorsement to its title policy, in form and substance satisfactory to Lessor, at Lessor's expense, insuring the priority of this Lease against all mortgages, leases and encumbrances, except such easements as Lessor shall approve.

43. Mutual Releases. Lessor and Tenant each acknowledge and agree that as of the Effective Date, there are no existing or uncured defaults or breaches by the other party under the Original Ground Lease or this Lease. Lessor and Tenant, for themselves and their predecessors in title, release the other and its predecessors in title from any liability for acts or omissions under the Original Ground Lease on or prior to the Effective Date.

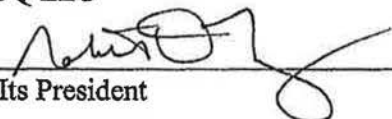
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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

THE 2YQ LLC

By:

  
Its President

TENANT:

BRE/TZ PROPERTIES, L.L.C.


By:   
Its: Managing Director & Vice President

EXHIBIT "A"

The Land referred to is situated in the State of Minnesota, County of Hennepin, and is described as follows:

Lots 4 and 5, Block 220, Brown & Jackin's Addition to Minneapolis according to the recorded plat thereof, Hennepin County, Minnesota.

Together with that portion of vacated 7th Street South, more particularly described below, lying between the Northwesterly line of said Lot 4 extended Southwesterly and the Southeasterly line of said Lot 5 extended Southwesterly. Said street was vacated by Resolution of the City Council, City of Minneapolis, a certified copy of which Resolution was recorded in the office of the Hennepin County Recorder in Book 872 of Miscellaneous, page 409 as Document Number 3257363, as amended by Resolution, a certified copy of which was recorded in Book 879 of Miscellaneous, page 303 as Document Number 3273026.

That part of vacated 7th Street South is described as follows:

Commencing at the point of intersection of the Northeasterly line of 7th Street South and the Northwesterly line of 2nd Avenue South; thence Northwesterly along the Northeasterly line of 7th Street South 80 feet 1 ½ inches to the actual point of commencement; thence deflecting to the left at an angle of 146 degrees a distance of 26 feet 10 inches; thence Northwesterly parallel with the Northeasterly line of 7th Street South a distance of 168 feet; thence deflecting to the right at an angle of 135 degrees a distance of 21 feet 2 ½ inches more or less to the Northeasterly line of 7th Street South; thence Southeasterly along the Northeasterly line of 7th Street South a distance of 130 feet 9 inches, more or less to the actual point of commencement and there terminating.



## EXHIBIT B

### FIRST AMENDMENT TO AMENDED AND RESTATED GROUND LEASE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED GROUND LEASE (this "Amendment") is made as of the 26th day of February, 2007, by and among between THE 2YQ LLC, a Minnesota limited liability company ("Lessor"), and BRE/TZ PROPERTIES, L.L.C., a Delaware limited liability company ("Tenant").

#### RECITALS:

A. Lessor's predecessor in title, The 614 Company, as lessor, and Tenant's predecessor in title, The Center, Inc., as tenant, entered into that certain ground lease, dated August 30, 1960, with respect to that certain tract or parcel of land situated in the City of Minneapolis, County of Hennepin and State of Minnesota, as more particularly described therein. Said lease was amended and restated by that certain Amended and Restated Ground Lease, dated December 28, 2006, between Lessor and Tenant. Said lease as amended and restated prior to the date hereof will be herein called the "Lease".

B. Lessor and Tenant desire to amend the Lease according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Amendment of Section 34 of the Lease. Section 34 of the Lease is hereby amended so that the following shall be added after the last sentence of said section:

No voluntary termination, cancellation or surrender of this Lease shall be made without the prior written consent of any Leasehold Mortgagee, and any such action without Leasehold Mortgagee's consent shall not be binding on it or its successors and/or assigns. No amendment or modification of this Lease shall be made at any time prior to January 1, 2027 without the prior written consent of any Leasehold Mortgagee, and any such action without Leasehold Mortgagee's consent shall not be binding on it or its successors and/or assigns; provided, however, that Leasehold Mortgagee's consent to any amendment or modification of this Lease shall not be unreasonably withheld or delayed; provided, further, that if Leasehold Mortgagee fails to reject a written request from Lessor and Lessee for consent to an amendment or modification of this Lease within twenty (20) days after the delivery to Leasehold Mortgagee of such written request, Leasehold Mortgagee shall be deemed to have consented to such request.

2. Amendment and Restatement of the first paragraph of Section 37. The first paragraph of Section 37 of the Lease is hereby amended and restated to read in its entirety as follows:

37. Lessor's Interest Not Subordinate to Mortgages of Tenant's Leasehold Estate. Lessor's interest in the Premises shall not be subordinated to the lien of any mortgage or mortgages or other encumbrances created or suffered to be created by Tenant. Lessor shall have the right, at any time and from time to time during the Term, to mortgage the fee title and Lessor's interest herein, provided that such mortgage is made subject to this Lease. Tenant shall

have the right to mortgage and pledge its interest under this Lease subject, however, to the limitations herein contained. Any such mortgage or pledge shall be subject and subordinate to the rights of Lessor hereunder and its successors and assigns. No holder of a mortgage on Tenant's interest under this Lease ("**Leasehold Mortgage**" and/or "**Leasehold Mortgagee**") shall have the rights or benefits mentioned in this Section, nor shall the provisions of this Section be binding upon the Lessor or the holder of any mortgage or deed of trust of the fee in and/or upon which the Premises is located unless and until an executed counterpart of such Leasehold Mortgage or a copy certified by the holder of the Leasehold Mortgage or by the recording officer to be true shall have been delivered to Lessor, notwithstanding any form of notice, actual or constructive.

3. Full Force and Effect. Except as expressly modified herein, the Lease remains in full force and effect, and the parties hereby ratify and affirm the terms thereof.

4. Conflict. If there is a conflict between a provision of this Amendment and any provision of the Lease, the provisions of this Amendment shall control.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

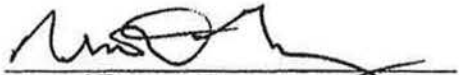
6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Ground Lease as of the day and year first above written.

**LESSOR:**

THE 2YQ LLC

By:   
Its President

**TENANT:**

BRE/TZ PROPERTIES, L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Ground Lease as of the day and year first above written.

**LESSOR:**

**THE 2YQ LLC**

By: \_\_\_\_\_

Its \_\_\_\_\_

**TENANT:**

**BRE/TZ PROPERTIES, L.L.C.**

By: \_\_\_\_\_

Its: Managing Director & Vice President



**EXHIBIT C**



**Doc No A9710206**

Certified filed and/or recorded on  
11/1/11 4:00 PM

Office of the County Recorder  
Hennepin County, Minnesota  
Michael H. Cunniff, County Recorder  
Jill L. Alverson, County Auditor and Treasurer

Deputy 65

Pkg ID 746959

**Doc Name: Amendment**

Document Recording Fee	\$46.00
Attested Copy or Duplicate	\$2.00
Original	
<hr/>	
<b>Document Total</b>	<b>\$48.00</b>

COPY

**FIFTH AMENDMENT  
OF  
TUNNEL AGREEMENT**

THIS FIFTH AMENDMENT OF TUNNEL AGREEMENT (this "Fifth Amendment"), effective as of April 30, 2011, by and between PCCP NNN NORTHSTAR, LLC, a Delaware limited liability company ("Northstar"); THE 2YQ LLC, a Minnesota limited liability company ("2YQ"); and GATOR OWNER LLC, a Delaware limited liability company ("Grand").

**RECITALS:**

A. 2YQ is the owner in fee simple of the following described premises (the "Northstar Tract") situated in Hennepin County, Minnesota:

Lots 4 and 5, Block 220, Brown & Jackins' Addition to Minneapolis, according to the recorded plat thereof,

Together with that portion of vacated 7th Street South, more particularly described below, lying between the Northwesterly line of said Lot 4 extended Southwesterly and the Southeasterly line of said Lot 5 extended Southwesterly. Said street was vacated by Resolution of the City Council, City of Minneapolis, a certified copy of which Resolution was recorded in the office of the Hennepin County Recorder in Book 872 of Miscellaneous, page 409 as Document Number 3257363, as amended by Resolution, a certified copy of which was recorded in Book 879 of Miscellaneous, page 303 as Document Number 3273026.

That part of vacated 7th Street South is described as follows:

Commencing at the point of intersection of the Northeasterly line of 7th Street South and the Northwesterly line of 2nd Avenue South; thence Northwesterly along the Northeasterly line of 7th Street South 80 feet 1 ½ inches to the actual point of commencement; thence deflecting to the left at an angle of 146 degrees a distance of 26 feet 10 inches; thence Northwesterly parallel with the Northeasterly line of 7th Street South a distance of 168 feet; thence deflecting to the right at an angle of 135 degrees a distance of 21 feet 2 ½ inches more or less to the Northeasterly line of 7th Street South; thence Southeasterly along the Northeasterly line of 7th Street South a distance of 130 feet 9 inches, more or less to the actual point of commencement and there terminating.

subject to a leasehold estate created by a lease dated August 30, 1960, between The 614 Company ("614"), as Lessor, and The Center, Inc. ("Center"), as Lessee; filed of record in the office of the Register of Deeds for said Hennepin County on January 26, 1961, as Document No. 3274507, as amended by that certain Amended and Restated Ground Lease, dated as of December 28, 2006, between 2YQ, as Lessor, and BRE/TZ Properties, L.L.C. ("BRE/TZ"), as Lessee, a memorandum of which was filed of record in the office of the Hennepin County Recorder on January 12, 2007, as Document No. 8920627, as amended by that certain First Amendment to Amended and Restated Ground Lease; dated as of February 26, 2007, between 2YQ, as Lessor, and BRE/TZ, as Lessee, which leasehold estate is currently owned by Northstar.

B. Grand is the owner in fee simple of the following described premises (the "Grand Tract") situated in Hennepin County, Minnesota:

That part of Lots 1, 2 and 3, Block 219, Brown & Jackins' Addition to Minneapolis, described as: Beginning at the most Northerly corner of said Lot 1; thence Southwesterly along the Northwesterly line of said Lot 1 to a point 70.00 feet Northeasterly from the most Westerly corner of said Lot 1; thence Southeasterly, parallel with Southwesterly line of said Lots 1 and 2, a distance of 100.00 feet; thence Northeasterly, parallel with the Northwesterly line of said Lot 1, a distance of 30.00 feet; thence Southeasterly, parallel with the Southwesterly line of said Lots 2 and 3, to the Southeasterly line of the Northwesterly half of said Lot 3; thence Northeasterly along said Southeasterly line to the Northeasterly

line of said Lot 3; thence Northwesterly along the Northeasterly line of said Lots 3, 2 and 1 to the point of beginning, except the Northeasterly 7 feet thereof, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

Together with the Southeasterly half of Lot 3, lying next to and adjoining Lot 4, and the Northwesterly half of Lot 4, lying next to and adjoining Lot 3, except the Northeasterly 7 feet thereof, Block 219, Brown and Jackins' Addition to Minneapolis, according to the plat thereof on file or of record in the office of the Registrar of Deeds in and for the Hennepin County, Minnesota.

C. Center, 614 and the Minneapolis Athletic Club (the "Club") entered into a Tunnel Agreement, dated as of August 16, 1961 (the "Agreement") regarding a tunnel between the basement of the building on the Northstar Tract and the basement of the building on the Grand Tract.

D. Oxford Development Minnesota, Inc. ("Oxford"), successor to Center; 614 and Club entered into an Amendment of Tunnel Agreement, dated as of May, 1982 (the "First Amendment") which, among other things, extended the original termination date of the Agreement from May 31, 1982 to May 31, 1992.

E. Oxford, 614 and the Club entered into an Addendum to Amendment of Tunnel Agreement, dated as of May 31, 1982 (the "Second Amendment").

F. T.H.S. Northstar Associates Limited Partnership ("THS"), successor to Oxford; 614; and 679 East Third Street Investors Company ("Wirth"), successor to the Club, entered into a Third Amendment of Tunnel Agreement, dated as of February 10, 1999 (the "Third Amendment") which, among other things, further extended the termination date of the Agreement to May 31, 2004.



G. THS; 2YQ, successor to 614; and Wirth entered into a Fourth Amendment of Tunnel Agreement, dated as of November 9, 2004 (the "Fourth Amendment") which, among other things, further extended the termination date of the Agreement to April 30, 2011.

H. Northstar has been assigned and has succeeded to all rights and interests of Center, Oxford, THS and BRE/TZ in the Northstar Tract and under the Agreement, as amended.

I. Grand has been assigned and has succeeded to all rights and interests of the Club and Wirth in the Grand Tract and under the Agreement, as amended.

J. Northstar, 2YQ and Grand wish to further amend the Agreement to extend it beyond the original termination date of May 31, 1982, as amended to May 31, 1992; May 31, 2004 and April 30, 2011, and to amend it in certain other respects.

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto that the Agreement, as previously amended, is further amended as follows:

1. On and after the date Northstar obtained its leasehold estate in the Northstar Tract, all rights and obligations of Center, Oxford, THS and BRE/TZ under the Agreement, as amended, arising from and after the date Northstar obtained title, shall be deemed the rights and obligations of Northstar, and the "Center Tract" referred to in the Agreement, the "Oxford Tract" referred to in the First Amendment, and the "Partnership Tract" referred to in the Third Amendment and the Fourth Amendment, shall be deemed to be the "Northstar Tract" herein described. Nothing contained in the preceding sentence is intended to release Center, Oxford, THS or BRE/TZ from any obligations under the Agreement, as amended.

2. On and after the date Grand obtained title to the Grand Tract, all rights and obligations of the Club and Wirth under the Agreement, as amended, arising from and after the

date Grand obtained title, shall be deemed the rights and obligations of Grand, and the "Club Tract" referred to in the Agreement, as amended by the First Amendment, and the "Wirth Tract" referred to in the Third Amendment and the Fourth Amendment, shall be deemed to be the "Grand Tract" herein described. Nothing contained in the preceding sentence is intended to release the Club or Wirth from any obligations under the Agreement, as amended.

3. Section 8 of the Agreement, as amended, is amended to read as follows:

"8. This Agreement shall terminate on the earlier of the following two dates:

- (a) April 30, 2021;
- (b) The date the City of Minneapolis prohibits the maintenance, use and operation of the tunnel under Second Avenue South;

provided, however, this Agreement may be extended beyond April 30, 2021 by the mutual agreement of the parties hereto."

4. The first paragraph only of Section 11 of the Agreement, as amended, is amended to read as follows:

"11. Any notice permitted or required under the provisions of this Agreement shall be deemed to have been given or served, if mailed by United States Certified Mail, postage prepaid, return receipt requested, addressed as follows:

If to Northstar:

PCCP NNN Northstar, LLC  
c/o Daymark Realty Advisors, Inc.  
1551 North Tustin Avenue, Suite 300  
Santa Ana, CA 92705  
Attention: Real Estate Notice Department

with copy to:

PCCP NNN Northstar, LLC  
608 Second Avenue South, Suite 725  
Minneapolis, MN 55402  
Attention: Property Management Office

If to 2YQ:

The 2YQ LLC  
c/o The 614 Company  
81 South Ninth Street  
Minneapolis, MN 55402

with copy to:

Dorsey & Whitney LLP  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402  
Attention: Mark E. Hamel, Esq.

If to Grand:

Gator Owner LLC  
c/o Pebblebrook Hotel Trust  
2 Bethesda Metro Center  
Suite 1530  
Bethesda, Maryland 20814  
Attention: THOMAS C. FISHER

If any party hereto desires to change the address to which notices to it shall be mailed, it may do so by giving to the other parties hereto written notice thereof not less than thirty (30) days prior to the effective date of the address change."

5. This Fifth Amendment may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Fifth Amendment. Northstar, 2YQ and Grand agree that the delivery of an executed copy of this Fifth Amendment by facsimile or by attachment to an e-mail shall be legal and binding on the transmitting party and shall have the same full force and effect as if an original executed copy of this Fifth Amendment had been delivered.

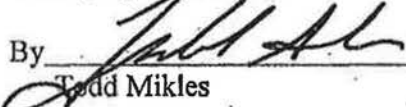
6. Except to the extent herein expressly modified or amended, the Agreement, as previously amended, shall remain in full force and effect, without other modification or amendment. Notwithstanding Section 5 above, this Fifth Amendment shall not be binding on any party hereto until executed by each of Northstar, 2YQ and Grand.

IN WITNESS WHEREOF, each of the parties hereto has caused this Fifth Amendment to be duly executed as of the day and year first above written.

PCCP NNN NORTHSTAR, LLC

By PCCP NNN Northstar Holdings, LLC, its  
Managing Member

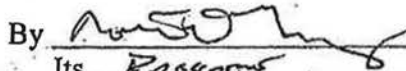
By Triple Net Properties, LLC, its  
Managing Member

By   
Todd Mikles

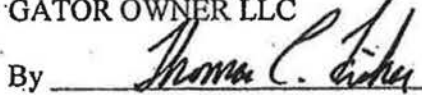
Its President and CEO

2YQ LLC

By The 614 Company, its Managing Member

By   
Its President

GATOR OWNER LLC

By 

Its Vice President



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Orange }  
 On 10/10/11 before me, Lora Lee Farve, an Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Todd Mikles  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lora Lee Farve  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

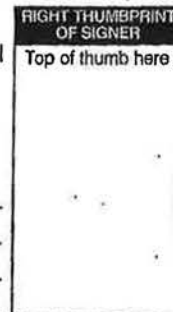
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

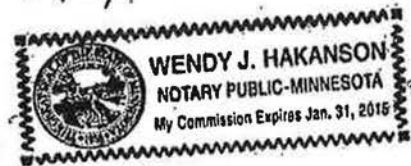
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Todd Mikles, the President and CEO of Triple Net Properties, LLC, a Virginia limited liability company and the Managing Manager of PCCP NNN NORTHSTAR HOLDINGS, LLC, a Delaware limited liability company and the Managing Member of PCCP NNN NORTHSTAR, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 26 day of October, 2011, by Robert D. Muehlen the President of THE 614 COMPANY, a Minnesota corporation, the Managing Member of THE 2YQ LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Wendy J. Hakanson  
Notary Public



STATE OF Maryland )  
 ) ss.  
COUNTY OF Montgomery )

The foregoing instrument was acknowledged before me this 19th day of October, 2011, by Thomas C. Fisher the Vice President of GATOR OWNER LLC, a Delaware limited liability company, on behalf of the limited liability company.

Susan K. Patterson  
Notary Public



THIS DOCUMENT WAS DRAFTED BY:  
Dorsey & Whitney LLP (MEH)  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402

Minnesota Historical Society  
State Historic Preservation Office  
345 Kellogg Blvd West, St. Paul, Minnesota 55102  
651-259-3451

RECEIVED 2280

MAY 26 2016

Nat. Register of Historic Places  
National Park Service

**TO:** Stephanie Toothman, Keeper  
National Register of Historic Places

**FROM:** Ginny Way

**DATE:** May 24, 2016

**NAME OF PROPERTY:** Northstar Center

**COUNTY AND STATE:** Hennepin County, Minnesota

**SUBJECT:** National Register:  
 Nomination  
 Multiple Property Documentation Form  
 Request for determination of eligibility  
 Request for removal (Reference No. )  
 Nomination resubmission  
 Boundary increase/decrease (Reference No. )  
 Additional documentation (Reference No. )

**DOCUMENTATION:**

- Original National Register of Historic Places Registration Form
- Multiple Property Documentation Form
- Continuation Sheets
- Removal Documentation
- Photographs
- CD w/ image files
- Original USGS Map
- Sketch map(s)
- Correspondence
  - Owner Objection
    - The enclosed owner objections
    - Do  Do not  constitute a majority of property owners

**STAFF COMMENTS:**

The Minnesota Historic Preservation Office (MnHPO) received a substantial correspondence packet regarding this property from representatives of the 614 Company. The correspondence may be due to a second owner's (the PCCP NNN Northstar LLC) interest in the historic tax credit program. MnHPO has been in contact with Technical Preservation Services regarding various ownership questions. At this time a Part 1 application has not been filed.

The correspondence refers to the notification process and a perceived error in notification. We want to assure the NPS that all notification requirements were met for this property. The address provided to the office for initial notification for the 2YC LLC was incorrect. Initial notification letters were dated February 29, 2016. When the error was rectified by the preparer MnHPO re-notified 2YQ LLC at the updated address, the letter is dated March 8, 2016. The 2YC LLC was also sent a courtesy copy of the notification letters sent to the Mayor of Minneapolis and the Minneapolis Heritage Preservation Commission on February 16. A second courtesy copy was not mailed to 2YC LLC at the updated address.