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FIRST SUPPLEMENTAL SKYWALK AGREEMENT

This First Supplemental Skywalk Agreement is made and entered into this 21<sup>st</sup> day of April, 1986 by and between the City of Des Moines, Iowa, a Municipal corporation ("City") and Equitable Life Insurance Company of Iowa, an Iowa corporation ("Equitable").

RECITALS:

WHEREAS, the City and Equitable are the parties to that certain Skywalk Agreement dated July 28, 1983 and filed for record in the Office of the Polk County Recorder in Book 5276, commencing at Page 298 ("Skywalk Agreement"); and

WHEREAS, in accordance with the terms of said Skywalk Agreement if an east-west skywalk corridor is provided in the city block bounded by Locust Street, 6th Avenue, Walnut Street and 7th Street through the Kaleidoscope at the HUB Project on the south half of this block, then Equitable will be relieved of its responsibility to provide an east-west skywalk corridor (and east-west alley in this block abutting its property); and

WHEREAS, the Kaleidoscope at the HUB has now provided said east-west skywalk corridor, the City has accepted said skywalk corridor and the parties hereto desire, in accordance with Section 5 of Article XIV of said Skywalk Agreement, to make the modifications to said Skywalk Agreement occasioned thereby in a recordable form.

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POLK COUNTY, IOWA  
FILED FOR RECORD  
MAY 14 1986  
A.M.  
P.M.  
Catherine Holchowh, Recorder  
Deputy

NOW, THEREFORE in consideration of the mutual premises hereinabove and hereinafter contained, the parties agree as follows:

1. Since an east-west skywalk corridor has been provided in the above described city block in the Kaleidoscope at the HUB Project, the obligation of Equitable to construct a skywalk corridor in Air Space 2 described in the Lease Agreement, Exhibit H-1 to the Skywalk Agreement, which would enclose an east-west skywalk corridor to be located on Skywalk Corridor Easement Area 2, shown on Exhibit 1 to Exhibit D-1, the Limited Skywalk Easements to the Skywalk Agreement, is of no further force and effect and shall be consider null and void ab initio. Said Lease Agreement, Exhibit H-1 thereto, is hereby amended to exclude Air Space 2 from said Lease Agreement. The City hereby acknowledges and agrees that Skywalk Corridor Easement Area 2 contained in said Limited Skywalk Easements is hereby terminated and said Limited Skywalk Easements is hereby amended to remove all references thereto.

2. The City has no further obligation of the City to construct or pay for the construction of a portion of a skywalk bridge or skywalk bridge equivalent over part or all of the east 17 feet of the east-west alley in Block 12, Original Town of Fort Des Moines, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa.

3. All other terms and conditions of said Skywalk Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have hereto caused this First Amendment to Skywalk Agreement to be duly executed,

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attested and sealed in their respective names, in two counter-  
parts, each of which will constitute one and the same instrument,  
as of the date and year first hereinabove written.

CITY OF DES MOINES, IOWA

By John P. Dorrian  
Mayor Pro Tempore

Attest:

Donna V. Boetel Baker  
Donna V. Boetel-Baker  
City Clerk

STATE OF IOWA )  
                  ) SS:  
COUNTY OF POLK )

On this 23<sup>rd</sup> day of April, 1986, before me,  
the undersigned, a Notary Public in and for the State of Iowa,  
personally appeared John P. Dorrian and Donna V. Boetel-Baker, to me  
personally known, who, being by me duly sworn, did state that  
they are respectively the Mayor and City Clerk of the City of Des  
Moines, Iowa, that the seal affixed hereto is the seal of said  
City; and that said instrument was signed and sealed on behalf of  
said City by authority of its City Council; and that said John P.  
Dorrian and Donna V. Boetel-Baker, acknowledged the execution of  
said instrument to be the voluntary act and deed of said City of  
Des Moines, Iowa, by it and by them voluntarily executed.

Virginia K. Peterson  
Notary Public in and for the  
State of Iowa

EQUITABLE LIFE INSURANCE COMPANY  
OF IOWA

By J. P. Foley  
Vice President

Attest:

James R. Sampel  
James R. Sampel  
Secretary

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STATE OF IOWA )  
                  ) SS:  
COUNTY OF POLK )

On this 3<sup>rd</sup> day of APRIL, 1986, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared J. P. Foley and James R. Sampel to me personally known, who, being by me duly sworn, did state that they are respectively the Vice-President and Secretary of the Equitable Life Insurance Company of Iowa, executing the within and foregoing instrument; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that J. P. Foley and James R. Sampel, as said officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Linda S. Pasa  
Notary Public in and for the  
State of Iowa

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