

SK 17 & 11

Town Square/Bremer

AGREEMENT

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MAY 28 3 14 PM '80

THIS AGREEMENT made and entered into this 1st day of May, 1980, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA", the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City", A. C. CLASEMAN & ASSOC., INC., a Minnesota corporation, hereinafter referred to as "Claseman", ANB REALTY CORPORATION, a Minnesota corporation, hereinafter referred to as "ANB", AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, hereinafter referred to as "American Bank", BREMER TOWERS, a Minnesota limited partnership, hereinafter referred to as "Bremer Towers", OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter referred to as "Oxford", and ST. PAUL JOINT VENTURE, a Minnesota partnership consisting of Capital Hospitality Corporation, a Minnesota corporation, as a general partner, and SPH Hotel Company, a Minnesota corporation, as a general partner, hereinafter referred to as "Venture", whose new building, i.e., the Radisson Plaza Hotel, hereinafter being referred to as "Hotel".

WITNESSETH:

WHEREAS, the City and the HRA, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District, hereinafter referred to as the "System"; and

WHEREAS, the City, pursuant to Chapter 764, Laws of Minnesota 1973, is authorized to operate the System; and

WHEREAS, upon a portion of the Block bounded by Cedar, Minnesota, Sixth and Eighth Streets, as described in that certain Contract for the Sale of Land by and between Oxford Properties U. S. Ltd., HRA, and City dated August 26, 1977, Oxford is to complete a multi-use office and retail development, which shall hereinafter be referred to as "Town Square", and, upon Parcel A-2 of the Block, as described in that certain Contract For Sale of Land

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by and between Venture and HRA dated November 1, 1977, Venture is to complete a hotel, the Radisson Plaza, referred to hereinafter as "Hotel", and on the block bounded by Seventh, Eighth, Minnesota and Robert Streets, there exist certain improvements owned by ANB, that the portion thereof on the land described in Exhibit A attached hereto shall hereinafter be referred to as the "Bremer Property"; and

WHEREAS, an extension of the System over Minnesota Street between East Sixth Street and East Seventh Place (formerly East Seventh Street) from Town Square and Hotel on the west, to the Bremer property on the east, has been approved as part of the Seventh Place Redevelopment Project Plan, which plan was approved by the Council of the City of Saint Paul on December 5, 1978, in Council File 272155, and has been filed with the City Clerk of the City of Saint Paul; and

WHEREAS, the extension of the System over Minnesota Street necessitates pedestrian ingress, egress and transit through certain portions of Town Square, Hotel and the Bremer Building; and

WHEREAS, all parties hereto are desirous of the construction of the skyway bridge over Minnesota Street; and

WHEREAS, substantial public monies will be expended for the design and construction of said skyway bridge over Minnesota Street; and

WHEREAS, a benefit will inure to the respective property owners by virtue of being linked to the System; and

WHEREAS, the City by Ordinance No. 16617, Council File No. 274205, granted the HRA permission to construct and operate a skyway bridge across Minnesota Street between Sixth Street and East Seventh Place, which Ordinance is attached hereto as Exhibit B.

NOW THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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BRIDGE CONSTRUCTION

1. The HRA agrees to design, construct and pay for a skyway bridge connecting Town Square and Hotel with the Bremer property in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, dated November 30, 1979, also known as Bid No. A 8448-S, and reviewed by Oxford, Venture and Claseman. Said skyway bridge shall include: support structures; related mechanical/electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage tied into the respective systems of Hotel; aluminum and glass doors at the Bremer property end of the skyway bridge; finishing at skyway bridge ends; and insulated glass to the extent glass is used to enclose said skyway bridge. HRA, as part of its bridge cost, will build a raised platform at the easterly end of the skyway bridge (approximately 12' x 14') and an adjacent ramp (approximately 5' x 6' in length) to meet a platform to be built by Claseman, and will construct all necessary foundation structures within the building on the Bremer property to support the skyway bridge. The platform and ramp built by HRA and Claseman will serve as the transition from the skyway bridge end to the existing floor level of the Bremer property (see drawing dated August 12, 1979 by Reeve Hutchinson). HRA will accomplish and pay for any mechanical and electrical system installations and connections which are shown in the approved plans and specifications to be part of the HRA construction contract.

2. HRA will include a provision in its contract for the construction of the skyway bridge, whereby the contractor consents to the assignment of warranties to the owners of the buildings abutting the bridges, and HRA shall assign such warranties to them upon approved completion, without relinquishing its own rights under such warranties, and, if necessary, HRA will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) and/or architects or others arising from faulty design or construction of the skyway bridge.

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CONSTRUCTION AND COST RESPONSIBILITIES

3. HRA shall be responsible for and shall pay up to \$50,000.00 for the costs which have been incurred by Claseman for (i) demolition within the Bremer property which was necessitated by the new construction, and (ii) the construction and completion of such new pedestrian concourse in accordance with this Agreement and the plans as follows:

- a. HRA will, as part of said \$50,000.00, reimburse up to one-half of the cost of new partition walls along said concourse limited to standard drywall in all areas and finishing on the public side (which shall not include any portion of wall finishing facing private areas).
- b. Claseman will be responsible for installing (i) the ramps and platforms not described in paragraph 1. above, creating transition from the skyway bridge to the existing floor level, (ii) installing all finished floor material, including areas over all platforms and ramps, and (iii) making revisions necessitated to ceilings over ramps and platforms. This work performed by Claseman shall be reimbursed as part of the up to \$50,000.00 sum paid by HRA to Claseman.
- c. Such funds shall be available to reimburse only costs incurred in the referenced demolition work and construction and completion of the new 12-foot wide pedestrian concourse between the skyway bridge herein and the existing north-south pedestrian concourse in the Bremer property, and may include all work necessary to provide a completely finished pedestrian concourse environment with proper levels of lighting, heating, cooling and ventilation.

As noted in paragraph 21. herein, HRA shall purchase the typical directional signs and Claseman shall at its cost install such signs. Claseman will be responsible to install and pay for the entire cost of refinishing the metal panel wall at the west facade, without reimbursement from HRA therefor.

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All other costs for the construction and completion of the pedestrian concourse areas within the Bremer property, except as otherwise specifically provided for herein, shall be borne by Claseman. Claseman shall submit to HRA for review and approval an itemized account of all actual costs and expenses incurred in construction and completion of its new pedestrian concourses.

EASEMENTS

4. Subject to payment required of HRA in paragraph 3. above, Claseman, ANB and American Bank hereby agree to grant to the City a public easement for the pedestrian skyway system through the Bremer property, all in accordance with Exhibit C attached hereto. Said easement to be granted by Claseman, ANB and American Bank shall be in the form attached hereto as Exhibit D, and shall grant to the public the right of use of said pedestrian skyway system through the Bremer property for purposes of pedestrian ingress, egress and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse through their property as the City may, by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. It is agreed by all parties that the skyway bridge herein and the Bremer property new pedestrian concourse provided for herein, shall be open so as to at least conform to the Town Square general retail hours, but in no event less than 7:00 a.m. to 10:00 p.m. Monday through Friday, and 7:00 a.m. to 7:00 p.m. on Saturday, all subject to further agreement by City.

5. That said easement to be granted through the Bremer property shall be in accordance with the attached Exhibit B and shall commence at the westerly property line of the Bremer property where the skyway bridge from Town Square and Hotel over Minnesota Street connects with the Bremer property and shall extend easterly through the Bremer property on the second level to the existing north-south pedestrian concourse through the Bremer property, together with such vertical access easement as is provided in such Exhibit C, including that over a stairway and portions of the ground floor to Minnesota Street.

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6. The public easement provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, or where escalators, stairways, or the structural design of the building is such that a width of 12 feet is impossible.

7. Said easement shall be more particularly described, at HRA expense, after survey of the completed pedestrian concourse public easement area by a registered land surveyor.

8. Claseman, ANB and American Bank agree that the pedestrian concourse within the easement herein described and the adjacent access public easements shall be designated as public easements and that all ordinances of the City applicable to the System shall govern.

9. The HRA and City hereby waive any right they may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Bremer property by condemnation or under the threat of condemnation. Said waiver applies to the easement through the property, but not to the skyway bridge.

10. It is agreed by and between the parties hereto that the skyway bridge shall at all times be owned by the City and/or HRA, and said skyway bridge shall not constitute property leased, loaned or otherwise made available to second parties, or any one of them (within the meaning of Chapter 272.01(2) of Minnesota Statutes), it being understood that said skyway bridge is intended to benefit the public generally.

OPERATION AND MAINTENANCE

11. Oxford, Venture and Claseman agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in repair in a reasonably safe condition for pedestrian travel, reasonably clean and free of litter and debris.

12. Oxford, Venture and Claseman further agree to provide the necessary repair, operation and maintenance of the skyway bridge and its integral parts at their sole expense, without cost to the City or HRA. Such maintenance shall include, but not be limited to,

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 glass, floor, hardware and metal trim cleaning, polishing, repair and replacement, roof maintenance, repainting, light bulb replacement and light fixture cleaning. HRA and City shall be furnished with plans and specifications for all additions, alterations or major repair and replacements to the skyway bridge, which plans and specifications shall be subject to their reasonable and timely approval before commencement of the work contemplated therein. Lack of approval or disapproval within 14 days shall be deemed approval.

13. Oxford, Venture, Claseman, ANB and American Bank shall enter into a separate written agreement for sharing the maintenance, operation and repair costs and responsibility for said skyway bridge, its integral parts and related equipment. It is agreed that Venture will provide, at no cost to Oxford, Claseman, ANB, American Bank, HRA or City, all initial necessary systems and equipment to supply all HVAC, electrical and other operating utilities for said skyway bridge.

14. Claseman hereby agrees to provide all repairs and maintenance to maintain the new pedestrian concourse in or on the Bremer property to a reasonable standard of safety and cleanliness, and to provide operating costs for the said pedestrian concourse. HRA and City shall be furnished with plans and specifications for all additions, alterations or major repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval before commencement of the work contemplated therein. Lack of approval or disapproval within 14 days shall be deemed approval.

15. If Oxford, Venture and Claseman fail to adequately maintain, repair and operate the said skyway bridge to a reasonable standard of safety, or Claseman shall fail to undertake reasonable maintenance, operation or repair of the new pedestrian concourse area through its property within 30 days after receipt by the affected party or parties of written demand from the City, the City may undertake said reasonable necessary maintenance, repair and operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting property owner(s) or their sureties, as applicable; provided, however, that the City retains the right to assess such costs against the party(ies) as a local improvement in the manner provided by law.

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16. The skyway bridge and pedestrian concourse which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or for any other commercial purposes other than for or on store fronts in the pedestrian concourse, such store front signage shall not project out from the wall into the easement area, subject, however, to the reasonable advance approval of HRA. Nothing herein contained shall prevent the installation and maintenance of directional sign(s) identifying the building names.

SURETY BONDS AND INSURANCE

17. Oxford, Venture and Claseman shall together furnish and maintain a surety bond in the amount of \$50,000.00 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said property owners shall indemnify and hold harmless the City in accordance with said Ordinance against all expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the skyway bridge, its integral parts and related equipment, and, further conditioned upon the property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation, repair and/or removal of the skyway bridge, which surety bond shall be in such form as shall be reasonably approved by the Director of Finance and Management Services for the City. The HRA shall procure from the general contractor and provide to the parties, documentation evidencing that the general contractor is maintaining throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1. herein, naming the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4. General Conditions and Section 6. Special Conditions of the construction contract, copies of which are attached hereto as Exhibits E-1 and E-2.

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18. Insurance required by paragraph 20. hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Oxford, Venture and Claseman and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Oxford, Venture and Claseman shall enter into as provided herein.

19. Insurance required hereunder for hazard and liability for the area designated as easement for the pedestrian concourse shall be a maintenance cost to be assumed by Claseman.

20. Oxford, Venture and Claseman shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge and Claseman shall do so as to liability insurance for the said new pedestrian concourse, with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds, said insurance containing the following minimum coverages: for personal injuries, including death, \$500,000.00 for each occurrence; for property damage to the extent of \$200,000.00 in any single accident. Such minimum amounts shall be subject, upon 60 days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

21. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined jointly by the HRA and Claseman. HRA shall pay the cost of purchase as to signs located on the Bremer property as shown on Exhibit C. The cost of installing, operating, maintaining and repairing the signs herein shall be borne by Claseman. If the location of the pedestrian concourse public easement is changed, the signs shall be removed accordingly, and the cost of moving and re-installing signs to a new

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easement area shall be borne by Claseman. If the sign moving requires a change in the sign face, this shall be done at the property owner's expense and consistent with the graphic design system established for skyway signs.

BINDING OBLIGATIONS

22. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16617, as adopted by the Council of the City of Saint Paul, and all its terms and conditions are incorporated herein by reference. All parties hereto, other than HRA and City and Bremer Towers, are considered to be permittee's successors under the terms of said Ordinance, except with respect to the obligations of the permittee to construct said bridge under Sections 2(a) and 2(n) of said Ordinance.

23. The parties agree that in the construction, maintenance, repair and operation of the pedestrian concourses, they shall be bound by all City codes and ordinances governing the System insofar as applicable.

24. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force until such time as said System or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

25. It is understood that this Agreement does not govern the relationships and agreements by and among Oxford, Venture, Claseman, ANB, American Bank and Bremer Towers themselves to each other, other than the requirements of paragraph 13. above.

26. The Bremer property is presently owned by ANB and leased to American Bank; Claseman occupies the building pursuant to a sublease agreement. Thus, where rights, duties and responsibilities hereunder accrue to Claseman, ANB and American Bank shall also be deemed responsible therefor; however, this shall not in any way affect the rights and duties of ANB, American Bank and Claseman among themselves. Bremer Towers, lessee of the property described as Lots 6 and 7, Block 4, St. Paul Proper according to the plat thereof on file and of record with the Register of Deeds in and for Ramsey County, hereinafter

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referred to as Bremer Towers property, is interested as an assignee of the lessee's interest in a certain lease agreement dated March 12, 1927 between Albert I. Shapira, Annie R. Shapira, Moses Shapira and Gertrude Shapira, as lessors, and Ralph N. Cardozo and Hart N. Cardozo as lessees; Claseman, ANB, American Bank and Bremer Towers have entered into a certain Easement Agreement providing for easements of ingress and egress to the skyway level between the Bremer Towers property and the Bremer property, dated October 16, 1979, and as to the relationship among the parties to said Easement Agreement, the terms of the Easement Agreement have control; Bremer Towers shall maintain in accordance with its terms direct access from the Bremer Towers property to the skyway system through the Bremer property.

27. It is understood and agreed that in the event of any default in the performance hereof by Claseman, its successors or assigns, that ANB and American Bank, their successor or assigns, shall become fully and immediately obligated to perform such duties and obligations.

28. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein and shall not be considered merged therein.

29. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. For purposes of this paragraph, "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees, and shall include, therefor, Oxford, Venture, Claseman, Bremer Towers, ANB and American Bank.

30. Seven (7) days after substantial completion of the skyway bridge, and the furnishing to Venture, Oxford, and Claseman of an architect's certificate so stating, the obligations and duties contained in paragraphs 11, 12, 15, 17 and 20, herein above, as to said skyway bridge, shall become operative.

31. Seven (7) days after substantial completion of the pedestrian concourse, the obligations and duties contained in paragraphs 4, 7, 14, 15 and 20, herein above, as to said pedestrian concourse, shall become operative.

32. Any notice to the parties hereunder shall be considered sufficiently delivered if mailed, by registered or certified mail, postage prepaid, as follows:

a. To: City of Saint Paul
Donald Nygaard, Director
Department of Public Works
City of Saint Paul
6th Floor, City Hall Annex
25 W. 4th Street
St. Paul, Minnesota 55102

And

HRA/City of Saint Paul, Minnesota
Renewal Administrator
HRA/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 W. 4th Street
St. Paul, Minnesota 55102

And

City of Saint Paul
Bernard J. Carlson, Director
Department of Finance and Management Services
Room 113, City Hall
St. Paul, Minnesota 55102

b. To: Oxford Development Minnesota, Inc.
628 North Central Tower
445 Minnesota Street
St. Paul, Minnesota 55101
Attn: St. Paul Town Square Property Manager

And

Oxford Development Minnesota, Inc.
400 Baker Building
706 Second Avenue So.
Minneapolis, Minnesota 55402

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- c. To: A. C. Claseman & Assoc., Inc.
A. C. Claseman
310 Bremer Building
419 No. Robert Street
St. Paul, Minnesota 55101
 - d. To: Bremer Towers
A. C. Claseman
310 Bremer Building
419 No. Robert Street
St. Paul, Minnesota 55101
 - e. To: ANB Realty Corporation
William S. Fallon
Fifth & Minnesota Streets
St. Paul, Minnesota 55101
 - f. To: American National Bank & Trust Company
William S. Fallon
Fifth & Minnesota Streets
St. Paul, Minnesota 55101
 - g. To: St. Paul Joint Venture
John R. Heim
12755 State Highway 55
Minneapolis, Minnesota 55441

And

St. Paul Joint Venture
Milton H. Altman
711 Degree of Honor Building
St. Paul, Minnesota 55101

A party may, by written notice, designate a different address to which notices to it shall be directed.

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By James Sheuwater
its Mayor

APPROVED AS TO FORM

Philip B. Burns
Assistant City Attorney

CITY OF SAINT PAUL

By George Johnson
its Mayor

By Robert M. [unclear]
its Director, Department of Planning
and Economic Development

By Barbara [unclear]
its Director, Department of Finance
and Management Services

By Steve [unclear]
its City Clerk

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OXFORD DEVELOPMENT MINNESOTA, INC.

By J. McDonald
its VP

By W. J. Sullivan
its att. v. p.

ST. PAUL JOINT VENTURE

Capital Hospitality Corporation

By James R. Kline
its VP

SPH Hotel Company

By P. M. M. M. M.
its Pres,

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By
Its

By Thomas P. Mahan
Its Sec.

By

~~its VP~~

ITS

By

W. S. Tan
its

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By

Res *General Barker*

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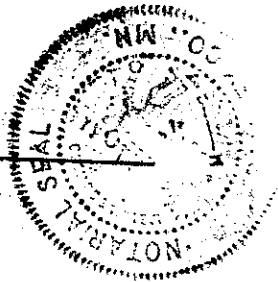
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STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 2nd day of May, 1980, before me, a Notary Public within
and for said County, appeared A. C. Claseman, to me personally known, who, being by
me duly sworn, did say that he is the general partner of BREMER TOWERS, a Minnesota
limited partnership, and said A. C. Claseman acknowledged that said instrument was the
free act and deed of said limited partnership.

Herbert P. Held

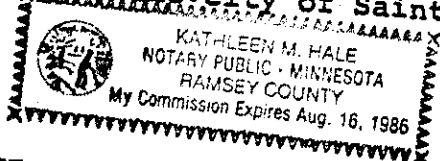
HERBERT P. HELD
Notary Public, Ramsey County, Minn.
My commission expires Dec. 10, 1985.



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STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 20 day of May, 1980, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



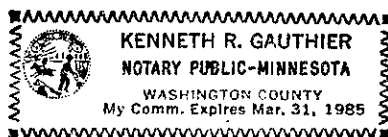
Kathleen M. Hale

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 23rd day of May, 1980, by GARY E. STOUT, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

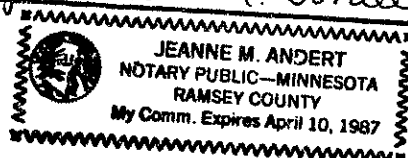
Kenneth R. Gauthier

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.



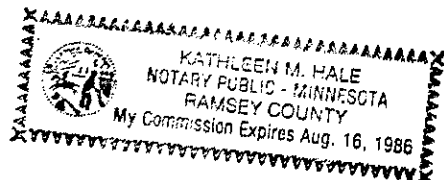
The foregoing instrument was acknowledged before me this 21st day of May, 1980, by BERNARD J. CARLSON, Director of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Jeanne M. Andert



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 20 day of May, 1980, by ROSE MIX, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

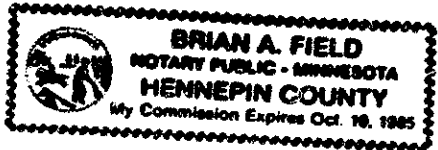


Kathleen M. Hale

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STATE OF MINNESOTA)
COUNTY OF Hennepin) SS.
~~RAMSEY~~

On this 1st day of May, 1980, before me, a Notary Public within and for said County, appeared L.C. Deardorff and G.L. Lindstrom, to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice President and Assistant Vice President of OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said L.C. Deardorff and G.L. Lindstrom acknowledged said instrument was the free act and deed of said corporation.

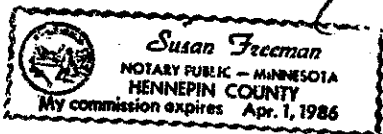


Brian A. Field

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS.
~~RAMSEY~~

On this 9th day of May, 1980, before me, a Notary Public within and for said County, appeared John R. Freeman, to me personally known, who being by me duly sworn, did say that he (she) is the Vice President of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, and a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, that said instrument was signed by authority of its Board of Directors, and he (she) acknowledged that said instrument was the free act and deed of said corporation.

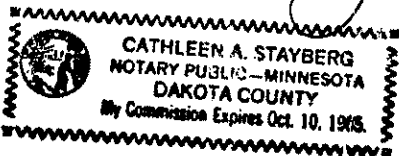
Susan Freeman



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 12th day of May, 1980, before me, a Notary Public within and for said County, appeared P. Aaron, to me personally known, who being by me duly sworn, did say that he (she) is the President of SPH HOTEL COMPANY, a Minnesota corporation, and a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, that said instrument was signed by authority of its Board of Directors, and he (she) acknowledged that said instrument was the free act and deed of said corporation.

Cathleen A. Stayberg



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STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 2ND day of MAY, 1980, before me, a Notary Public within and for said County, appeared A.C. CLASEMAN and T.C. MAHAN, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Secretary of A.C. CLASEMAN & ASSOC., INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said A.C. CLASEMAN and T.C. MAHAN acknowledged that said instrument was the free act and deed of said corporation.

Herbert P. Held
HERBERT P. HELD

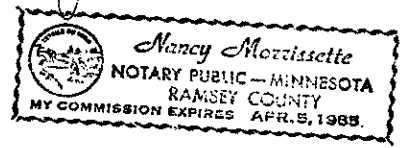
Notary Public, Ramsey County, Mn.
My commission expires Dec. 10, 1985



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 5th day of May, 1980, before me, a Notary Public within and for said County, appeared E. E. Dell and George B. Beng, to me personally known, who, being each by me duly sworn, did say that they are respectively the VP and VP of ANB REALTY CORPORATION, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said E. E. Dell and George B. Beng acknowledged that said instrument was the free act and deed of said corporation.

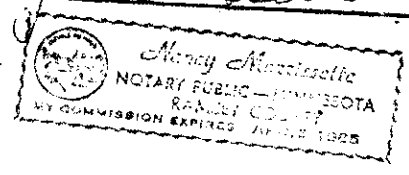
Nancy Morrissette



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 5th day of May, 1980, before me, a Notary Public within and for said County, appeared Wm S. Fallon and George B. Beng, to me personally known, who, being each by me duly sworn, did say that they are respectively the VP and VP of the AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, that said instrument was signed by authority of its Board of Directors, and said Wm S. Fallon and George B. Beng acknowledged that said instrument was the free act and deed of said banking corporation.

Nancy Morrissette

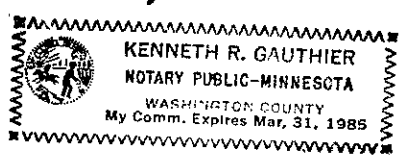


2050224

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 23rd day of May, 1980, before me, a Notary Public within and for Washington County, appeared Joanne Showalter and George R. McMahon to me personally known, who, being each by me duly sworn, did say that they are respectively the Chairperson and Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, that said instrument was signed by authority of its Board of Commissioners, and said Joanne Showalter and George R. McMahon acknowledged said instrument was the free act and deed of said corporation.

Kenneth R. Gauthier



BREMER PROPERTY

Description

A tract of land located in Ramsey County, Minnesota, described as follows:

Lots 4, 5 and 8, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the SE¹/₄ 5 feet thereof for alley.

The North 1/2 of the South 1/3 of Lots 1, 2 and 3, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the easterly 20 feet thereof.

CITY OF SAINT PAUL

Council File NO. 274025

Ordinance NO. 16617

Ordinance

2080224
Introduced By J. R. M. H.

Referred To _____

Out of Committee By _____

Committee: _____

Date _____

Date _____

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE THE FOLLOWING OVERHEAD PEDESTRIAN PASSAGEWAYS OVER PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL; AND

1) ACROSS EAST SIXTH STREET BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND CEDAR STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING NORTHWESTERN NATIONAL BANK (NORTHWEST CROSSING) ON THE SOUTH SIDE OF EAST SIXTH STREET TO THE RADISSON HOTEL/TOWN SQUARE COMPLEX ON THE NORTH SIDE OF EAST SIXTH STREET. (SK# 117)

2) ACROSS MINNESOTA STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EAST SIXTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE RADISSON HOTEL/TOWN SQUARE COMPLEX ON THE WEST SIDE OF MINNESOTA STREET TO THE BREHER BUILDING ON THE EAST SIDE OF MINNESOTA STREET. (SK# 11)

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority hereby are granted to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota corporation and/or its successors in interest to construct, maintain and operate the following overhead pedestrian passageways over public streets within the corporate limits of the City of Saint Paul; and

COUNCILMEN

Nays

Butler
Hozza
Hunt
Levine
Maddox
Snowalter
Tedesco

_____ In Favor

_____ Against

Adopted by Council: _____

Date _____

Adopted by Council Secretary _____

Adopted by Mayor: _____

Date _____

EXHIBIT B

Requested by Department of: _____

By _____

Form Approved by City Attorney _____

By _____

Approved by Mayor for Submission to Council _____

Exh. B

14617
274025

- 208024
- 1) across East Sixth Street between the intersection therewith of Minnesota Street and Cedar Street, said overhead pedestrian passageway to be extended from the existing Northwestern National Bank (Northwest Crossing) on the south side of East Sixth Street to the Radisson Hotel/Town Square Complex on the north side of East Sixth Street.
 - 2) across Minnesota Street between the intersection therewith of East Seventh Place and East Sixth Street, said overhead pedestrian passageway to be extended from the Radisson Hotel/Town Square Complex on the west side of Minnesota Street to the Bremer Building on the east side of Minnesota Street.

Section 2.

That the Director of Public Works is hereby authorized to issue necessary permits to said permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, for the construction, maintenance, and operation of said overhead pedestrian passageways according to the plans and specifications approved by the Department of Public Works and at the separate cost and expense of said permittee, upon said permittee's compliance with the following conditions.

- a. That said permittee and/or its successors in interest shall, at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain, and operate said overhead pedestrian passageways hereunder;
- b. That said permittee shall pay the costs for the publication of this Ordinance;
- c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works due to this undertaking, said costs are estimated to be a sum of Six Hundred Dollars (\$600.00) for each overhead pedestrian passageway noted above and shall be accounted for under separate Department of Public Works Project Number(s);
- d. That said permittee shall furnish the Department of Public Works all documents of record for each overhead pedestrian passageway above, that are a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;
- e. That said permittee shall construct each overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works.

Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;

- f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless, and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims of whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of each overhead pedestrian passageway hereunder; and that supplemental to all other obligations, on their part, jointly and/or severally, hereunder, said permittee and/or its successors in interest shall furnish and maintain and pay all premiums and other expenses therefor, Casualty Insurance Coverage, with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident, and to the extent of \$200,000.00 for damage to property in any single accident, indemnifying the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structures hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul;
- g. That said permittee shall not proceed with construction unless and until said permittee shall have fully complied with the provisions regarding insurance and indemnification contained in the City of Saint Paul, Department of Public Works "Standard Supplemental Specifications for Highway Construction", dated June 1, 1978, Section numbered 1305.2. For the purpose of this Ordinance, the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word "contractor" wherever same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction" dated June 1, 1978 is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim.
- h. That said permittee and/or its successors in interest, shall among other things, at their own cost and expense make adequate and effective provisions therefor and drain all moisture, rain and snow which shall accumulate thereon by proper devices through each overhead pedestrian passageway and in a manner so that the flowing and/or spilling of same on any part of said sections of said Public Streets shall be prevented at all times. Said permittee and/or its

208022

successors in interest shall maintain and operate each overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel, such maintenance to include, but shall not be limited to, glass, floor, metal trim, and hardware cleaning, polishing, and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within each bridge to maintain temperatures comparable to that normally maintained within heated and air-conditioned office spaces;

- i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all of the supports of each overhead pedestrian passageway noted above entirely within the lines of the subject private real estate and entirely without public street rights-of-way;
- j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of each overhead pedestrian passageway shall make necessary the closing of Minnesota/East Sixth Streets or any part thereof; all expenses incurred by the Traffic Bureau in furnishing, installing, or removing barricades, signs, and other control devices shall be paid by the permittee;
- k. That said permittee and/or its successors in interest shall not use any part of either overhead pedestrian passageway for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;
- l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance, and operation of each overhead pedestrian passageway hereunder, provide a minimum vertical clearance of at least 17 feet 4 inches between and throughout the course of the bottom of each structure and the surface of each section of Minnesota/East Sixth Streets, except as may be altered by the City's future street work in each case;
- m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;
- n. That said permittee and/or its successors in interest shall complete the construction and erection of each overhead pedestrian passageway by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under Paragraph (o) below;

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- d. That said permittee shall notify the City Bridge Engineer of the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection of each overhead pedestrian passageway hereunder.
- e. That each overhead pedestrian passageway shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of either structure from said location;
- f. That said permittee shall, within the period of ten (10) days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;
- g. That upon the execution of an Agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the applicable building/property owners respecting the aforesaid pedestrian passageways noted above, the permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, the applicable building/property owners, shall be responsible for paying the insurance premiums of each overhead pedestrian passageway connecting their buildings and shall also be responsible for providing the maintenance and operation of same;
- h. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for each overhead pedestrian passageway (bridge) hereunder, made and executed by said permittee's successors in interest as Principal, and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as Surety, to and in favor of the City of Saint Paul as obligee, conditioned upon the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain or repair each overhead pedestrian passageway to a reasonable standard of safety, or fail to remove either overhead pedestrian passageway hereunder upon order by the Council, the City of Saint Paul may undertake the maintenance, repair or removal thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in full force and effect as long as each overhead pedestrian passageway or any part thereof remains in that portion of public rights-of-way as shown on plans on file with the Department of Public Works. The Surety Bond shall be in such form as shall be

Ordinance

File NO. _____

Ordinance NO. 166017

Presented By E. W. Maher

Referred To _____

Out of Committee By _____

Committee: _____

Date _____

Date _____

-6-

approved by the City Attorney, and shall have such surety as shall be approved by the Director of Finance and Management Services;

- t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on each bridge, before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same;
- u. That the successors in interest to the permittee in each instance shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be filed with the Director of Finance & Management Services of the City of Saint Paul.

Section 3.

That this Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication.

COUNCILMEN

McMAHON Nays

~~Burke~~

~~Hunt~~

Hunt

Levine

Maddox

Showalter

Tedesco

6

In Favor

0

Against

Date DEC 11 1979

Passed by Council Secretary [Signature]

Approved by Mayor: [Signature] Date DEC 13 1979

PUBLISHED DEC 22 1979

Requested by Department of:

Public Works

By Donald E. Nygaard
Donald E. Nygaard, Director (TJE/RAH)

Form Approved by City Attorney

By [Signature]

Approved by Mayor for Submission to Council

By [Signature]

28

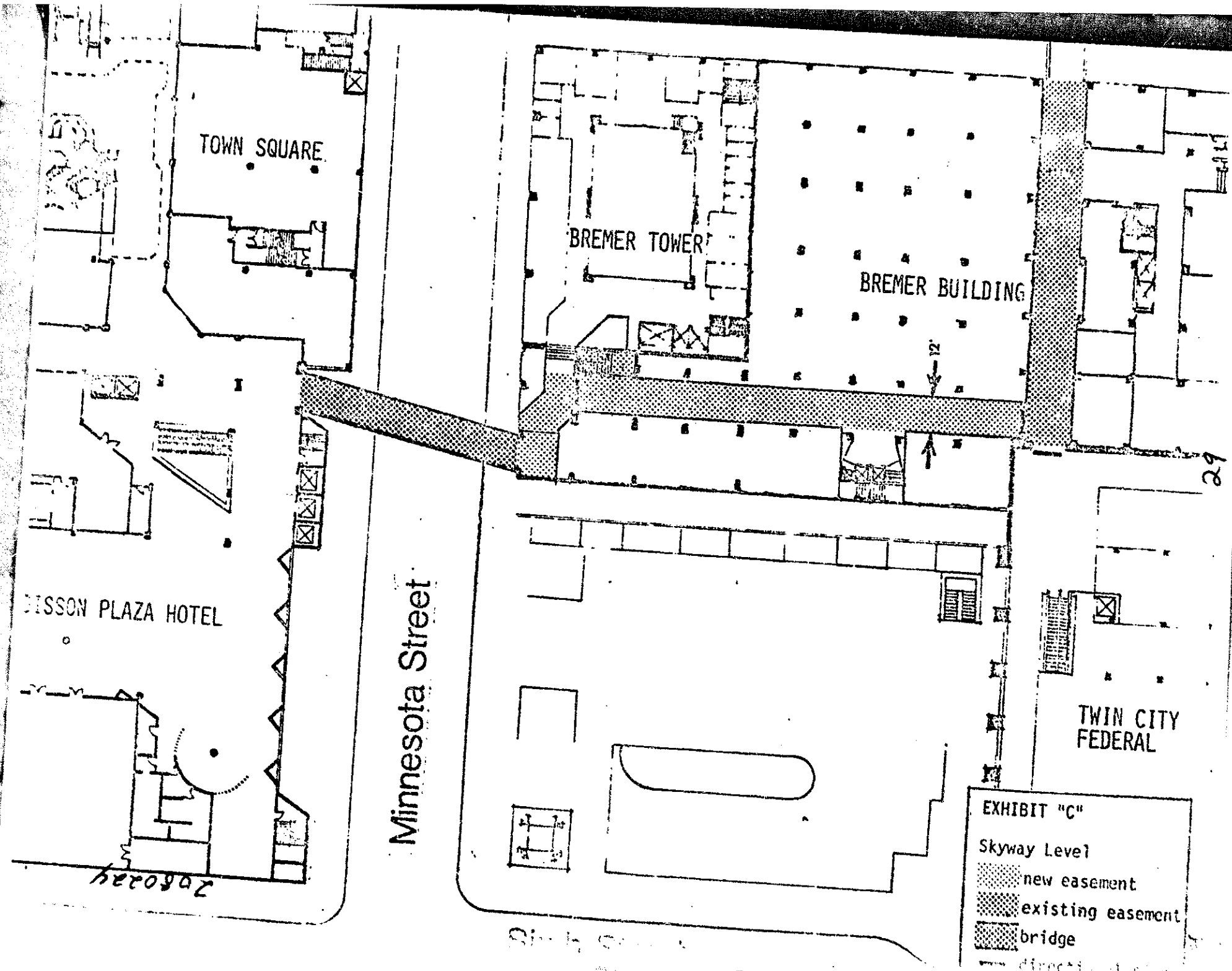


EXHIBIT "C"

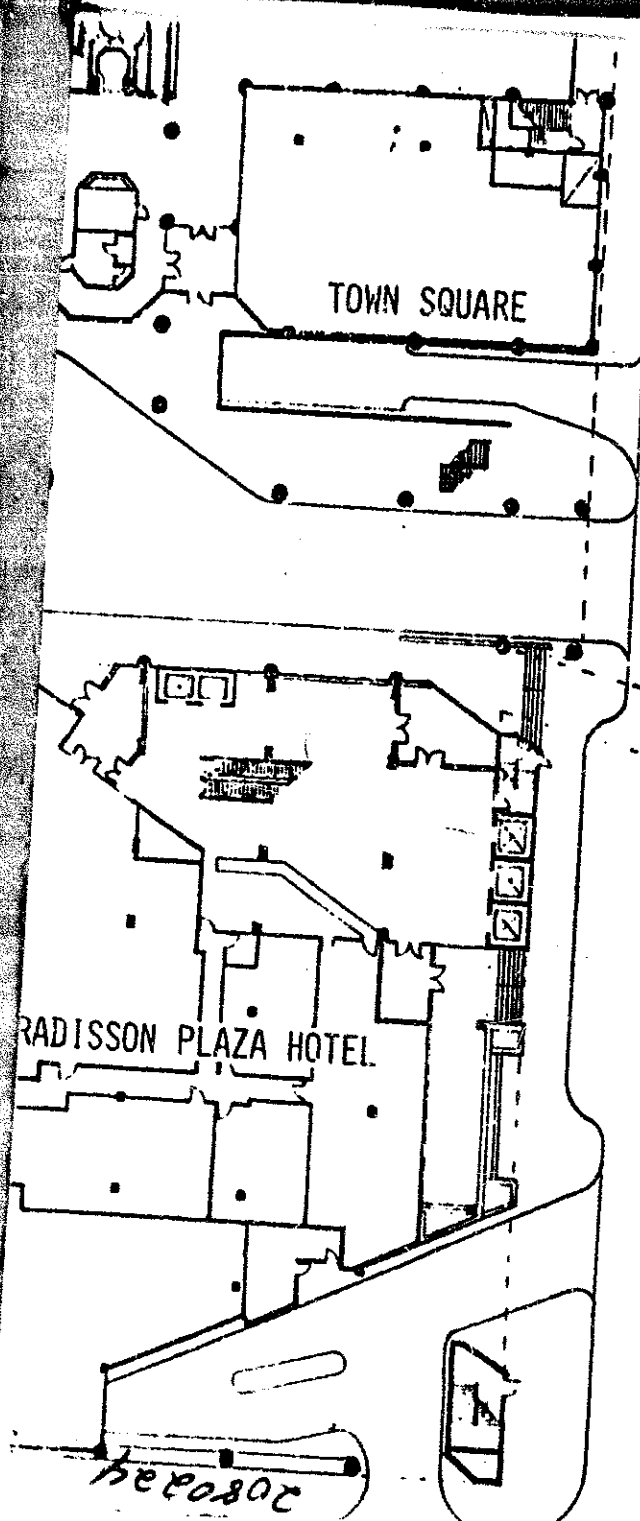
Skyway Level

new easement

existing easement

bridge

direction of travel



Minnesota Street

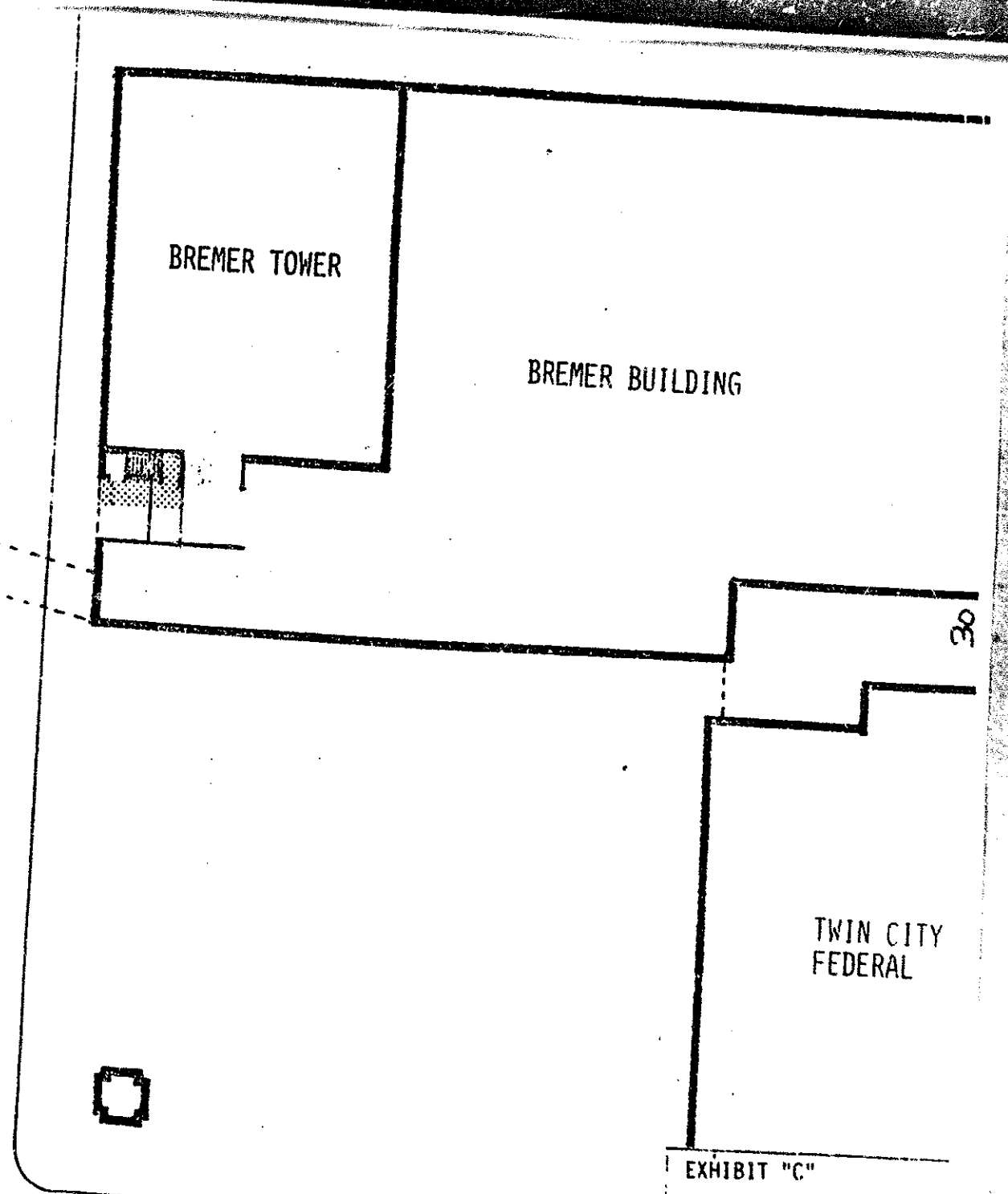


EXHIBIT "C"

2080224

GRANT OF EASEMENT

WHEREAS, ANB REALTY CORPORATION, a Minnesota corporation, is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantors' Property", and AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, is presently a lessee of the Property from ANB Realty Corporation, and American National Bank and Trust Company is sublessor of the Property to A. C. CLASEMAN & ASSOC., INC., a Minnesota corporation, as sublessee, all of whom are collectively referred to herein as "Grantors"; and

WHEREAS, Grantors have agreed pursuant to that Agreement dated by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantors, Bremer Towers, Oxford Development Minnesota, Inc., and St. Paul Joint Venture, to grant to the City of Saint Paul a public easement for purposes of pedestrian ingress, egress and transit through Grantors' Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

NOW THEREFORE, in pursuance of that Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantors, for themselves, their respective successors and assigns, do hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for the use and benefit of the public for public pedestrian ingress, egress and transit in, through and over the Property and the structures thereon, described as follows:

all of which above described areas shall be collectively referred to as the "easement area".

The easement area is expressly herein to be subject to such reasonable police measures regarding open hours and closing any part or all of the easement area within, on or over Grantors' Property, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

The public's right herein to ingress and egress and pedestrian transit in and through the easement area grant to City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement areas within or on Grantors' Property as the City of Saint Paul may, by agreement with the Grantors or their successors or assigns, from time to time determine. This provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict the City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

Grantors reserve unto themselves the unconditional right and privilege of selling, conveying and transferring the Property described above or any interest therein to any corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of the Grantors' or any one of them of its interest in the Property, the Grantors (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of Grantors (seller) contained in the aforesaid Agreement thereafter to be performed; provided that Grantors' successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantors thereunder and hereunder.

2680224

The grant of easement herein shall be subject to the right of the Grantors to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantors, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City of Saint Paul, such approval not to be unreasonably withheld, and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantors.

Notwithstanding anything to the contrary herein, the easement granted herein shall be limited to the life of the improvements constituting the System and shall terminate upon the happening of either of the following events:

- A. In the event the easement granted herein is vacated, abandoned or terminated in the manner permitted by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, in substantially the same location, Grantors, their successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantors, their successors or assigns.

Grantors, for themselves, their respective successors and assigns, do hereby agree for and during the life of said easement, Grantors or their designee by separate agreement, shall be responsible for and provide for the cost of all repairs, operations, improvements and replacements of the easement area as described herein, it being understood that the aforesaid covenant shall run with the land.

3.

TO HAVE AND TO HOLD said public easement for pedestrian ingress, egress and transit until the System is vacated or abandoned in the manner permitted by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantors have hereunto set their hands this _____ day of _____, 19____.

(S E A L)

AMERICAN NATIONAL BANK AND TRUST COMPANY

By _____
Its _____

By _____
Its _____

(S E A L)

ANB REALTY CORPORATION

By _____
Its _____

By _____
Its _____

(S E A L :)

A. C. CLASEMAN & ASSOC., INC.

By _____
Its _____

By _____
Its _____

THIS INSTRUMENT WAS DRAFTED BY:

208022

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____, to me personally known, who, being each and _____, did say that they are respectively the _____ of A.C. CLASEMAN & ASSOC., INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said _____ and _____ acknowledged that said instrument was the free act and deed of said corporation.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ of ANB REALTY CORPORATION, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said _____ and _____ acknowledged that said instrument was the free act and deed of said corporation.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____, to me personally known, who, being each and _____, did say that they are respectively the _____ of the AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, that said instrument was signed by authority of its Board of Directors, and said _____ and _____ acknowledged that said instrument was the free act and deed of said banking corporation.

2080224

4. INSURANCE

The contractor shall furnish proof of insurance directly to the City Attorney prior to commencing work. The contractor shall hold harmless and defend the City, where applicable, against any and all claims for property damage and claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the contract. The contractor shall pay any judgment against the City resulting from any such suit. The City shall have the right at its option to participate in any such litigation without relieving the contractor of any of its obligations. The contractor shall carry the following insurance naming the City as a co-insured thereon:

- A. Contractors Public Liability Insurance with limits of \$500,000/\$500,000 naming and protecting the contractor, all subcontractors, against claims for injury to or death of one or more persons as a result of accidents which may occur at the site from operation under the contract.
- B. Property Damage Insurance with limits of \$150,000/\$300,000
- C. Workmen's Compensation Insurance in compliance with the Laws of the State of Minnesota.
- D. Automobile Insurance, including owned, hired and non-owned vehicle coverage limits of \$100,000/\$300,000 bodily injury and \$50,000 per occurrence property damage.

208024

6 INSURANCE

Modify Section 4 of the General Conditions, as follows:

- a. Insert the following after City:

"and Hammel, Green and Abrahamson, Inc."

- b. Paragraph B: Property Damage Insurance. Delete this portion of the paragraph in its entirety and insert the following in its place: "Property Damage Insurance in the amount of not less than \$500,000 for all damages to or destruction of property in any one accident, and subject to that limit per accident; further subject to a total of not less than \$1,000,000 for all damages to or destruction of property during the policy period."

- c. Paragraph C,

The Builder's Risk Insurance shall be for the benefit of the Contractor, the City of St. Paul, the HRA and the abutting property owners as their interests may appear in the value of the cost of the work under this contract, and each shall be specifically named in the policy or policies as an Insured; or at the Contractor's option, a Blanket Owner's Protective Policy covering all Owners (including adjacent building owners) may be provided in lieu of the above Builder's Risk Insurance and the City of St. Paul Uniform Certificate of Insurance.

- d. Add the following after paragraph D:

E. The Contractor shall also cause to have executed the City of Saint Paul "Uniform Endorsement" required by the Saint Paul Legislative Code, as amended. This form can be obtained at the service desk on the 6th Floor of the City Hall Annex.

2080224

Ag.

NRA etal

to

Aford etal

STATE OF MINNESOTA	
County of Ramsey	) ss
Office of the County Recorder	
This is to certify that the within instrument was filed for record in this office at St. Paul on the <u>28th</u> day of <u>May</u> A.D. 19 <u>30</u> at <u>3:45</u> o'clock <u>P</u> .M., and that the same was recorded in Ramsey County Records as Doc. No. <u>2080224</u> .	
EUGENE H. GIBBONS COUNTY RECORDER	
By _____	

Phil Byrne
647 City Hall