

SK-26

link structure

private alley

Fifth Street

BURLINGTON CENTER

Fourth Street

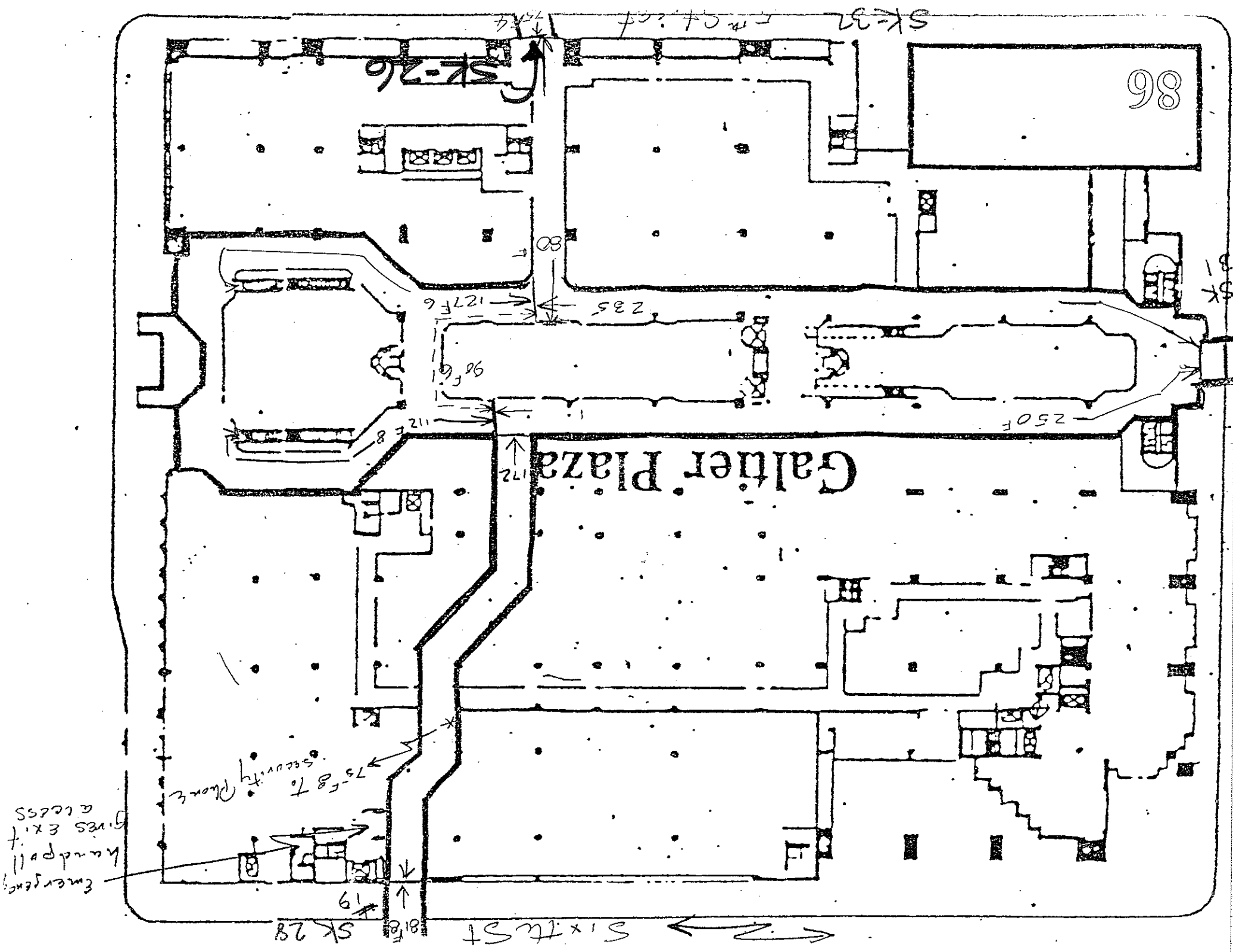
Jackson Street

future bridge

EXHIBIT "C"

Skyway Level

- bridge
- easement
- proposed
- future easement
- directional sign



5th St #26 ~~SK 32~~

SK-26

Handicap

Speaker

Camera

393'

First Trust Center

Speaker

(175F) from S.E.

Manual Pull

Camera

194F3

87

Speaker

Handicap lift

Speaker

SIBLEY

Army Corps of Engineers

SK 37

4th STREET

Handicap

SK 31

SK 33

SKYWAY OPERATING
AGREEMENT

DATE: November 19, 1990

AMONG: ZAIDAN HOLDINGS, INC.
 a Canadian corporation ("Zaidan")

AND: ST. PAUL-BURLINGTON LIMITED PARTNERSHIP
 an Illinois limited partnership ("Burlington")

AND: KEITH T. HARSTAD and DIANE N. HARSTAD,
 husband and wife,
 residents of Ramsey County, Minnesota ("Harstad")

ZAIDAN, BURLINGTON AND HARSTAD hereby stipulate that:

1. Zaidan is the owner of the property known as Galtier Plaza ("Galtier Plaza") described on Exhibit A attached hereto.
2. Burlington is the owner of the property known as the First Trust Center ("First Trust Center") described on Exhibit B attached hereto.
3. Harstad is the owner of the property known as the 333 on Sibley Building ("333 Sibley") described on Exhibit C attached hereto.
4. The Port Authority of the City of Saint Paul, Mears Park Development Company, Mears Park East Limited Partnership, Mears Park Central Limited Partnership, Mears Park West Limited Partnership, McColl Limited Partnership, Jackson Apartments Redevelopment Company Limited Partnership, Sibley Apartments Redevelopment Company Limited Partnership, Burlington, Harstad, John and Catherine McCulloch, Griggs-Midway Management Company, and St. Paul Area Young Men's Christian Association (all parties who then had ownership or other interests in Galtier Plaza, First Trust Center or 333 Sibley) and the City of Saint Paul have entered into an agreement ("Skyway Agreement") dated August 26, 1985, which provides for construction of a skyway pedestrian bridge ("Skyway") across Fifth Street from First Trust Center and 333 Sibley to Galtier Plaza.
5. The Skyway requires construction of a pedestrian linkage structure ("Link") across the private alleyway between First Trust Center and 333 Sibley to which the Skyway is attached.

6. The Skyway Agreement requires that the owners of Galtier Plaza, First Trust Center and 333 Sibley enter into a separate written agreement for sharing maintenance, operation and repair costs and responsibilities for the Skyway and Link.

THEREFORE, ZAIDAN, BURLINGTON AND HARSTAD agree as follows:

1. Operation and Maintenance. The Skyway and Link shall be operated and maintained in accordance with all applicable laws and regulations and consistent with the terms and conditions of the Skyway Agreement and the standards from time to time prevailing for skyways in first-class office buildings in downtown Saint Paul. Services shall be provided as follows:

(a) Zaidan shall provide heat, ventilation, air conditioning, lighting, electrical power for the Skyway and roof drainage for the Skyway and Link and shall operate, maintain, repair and replace the systems, facilities and equipment necessary therefor.

(b) Burlington shall provide heat, ventilation, and air conditioning for the Link and shall operate, maintain, repair, and replace the systems, facilities and equipment necessary therefor.

(c) Harstad shall provide lighting and electric power for the Link and shall operate, maintain, repair and replace the systems, facilities and equipment necessary therefor.

(d) Burlington shall be responsible for all janitorial services and structural repairs and replacements in the Skyway and Link.

2. Insurance and Bonding. Burlington shall maintain

(a) comprehensive general public liability insurance with contractual liability coverage insuring Zaidan, Burlington, Harstad and the City of Saint Paul from all claims, demands or actions for injury or death or property damage on or about the Skyway and Link in amounts as may from time to time be agreed among Zaidan, Burlington and Harstad, but in no event less than \$5,000,000 combined single limit or such greater amount as may be required under the Skyway Agreement,

(b) property damage insurance covering the Skyway and Link against all hazards covered by the so-called "all-risk" form of policy in amounts as may from time to time be agreed among Zaidan, Burlington and Harstad, but in no event less than such amount as may be required under the Skyway Agreement,

(c) a surety bond in the amount required under Section 21 of the Skyway Agreement, and

(d) such other insurance as shall be determined among Zaidan, Burlington and Harstad from time to time.

All insurance and bonds shall comply with the terms of the Skyway Agreement and shall not be subject to cancellation or reduction in coverage except after at least 10 days' written notice to each of the insured.

3. Allocation of Costs. The costs reasonably incurred by each party in provided the services under Section 1 and procuring the insurance and bonds under Section 2 shall be allocated as follows:

	<u>Skyway</u>	<u>Link</u>
Zaidan	50%	0%
Burlington	25%	50%
Harstad	25%	50%

Such costs shall include a management overhead charge equal to 10% of the actual out-of-pocket expenses incurred, and shall be determined by standard accounting practices with allocations and accruals consistent with the chart of accounts of the Building Owners and Manager's Associations International or other similar organization. All services which are provided to the Skyway or Link as well as to other improvements shall be allocated on a fair and equitable basis. All capital costs for the Skyway and Link and for all systems, facilities and equipment exclusively serving either or both of them shall be included, but no capital costs shall be included for systems, facilities or equipment which serve other improvements as well.

4. Payment.

(a) Prior to the beginning of each calendar year, each party providing services under Section 1 or procuring insurance and bonds under Section 2 ("Provider") shall compute and deliver to the others ("Users") a bona fide estimate of the costs therefor. The Users shall each pay to the Provider such User's allocated portion of such cost in equal monthly installments on or before the first day of each month of such calendar year. As soon as practicable after the end of each calendar year, the Provider shall deliver to the Users a written statement ("Annual Statement") setting out in reasonable detail the actual cost thereof and certified to be correct by an officer or general partner of the Provider. If the aggregate of the monthly installments actually paid by a User differs from the amount determined from the Annual Statement, such User

shall pay or the Provider shall refund the difference, as the case may be.

(b) If during any calendar year any major repairs or replacements to the Skyway or Link are required which are not budgeted as part of the costs under Section 4(a), the Users shall each pay to the Provider such User's allocated portion of such cost within 10 days of invoice therefor. Except in an emergency, the Provider shall furnish the Users an estimate of the cost prior to commencing such work.

5. Examination of Records. Each User may at its cost examine the Provider's books relating to costs incurred in connection with the Skyway or Link if requested within 180 days after receipt of the Annual Statement of such cost. Examination shall be made during normal business hours with reasonable prior notice. Each Annual Statement shall be considered as final and binding on the Users except to the extent of any written exception delivered to the Provider within 210 days of the giving of such Annual Statement. If the Provider and Users cannot agree on the actual cost within 30 days after delivery of the exception, the dispute will be referred to a mutually selected certified public accountant, whose decision shall be final.

6. Effect of Sale. Zaidan and each successor owner of Block L shall be liable only for such obligations of Zaidan under this Agreement as accrue during its respective period of ownership so long as the successor owner of Block L assumes such obligations in writing. Burlington and each successor owner of First Trust Center shall be liable only for such obligations of Burlington under this Agreement as accrue during its respective period of ownership so long as the successor owner of First Trust Center assumes such obligations in writing. Earstad and each successor owner of 333 Sibley shall be liable only for such obligations of Earstad under this Agreement as accrue during its respective period of ownership so long as the successor owner of 333 Sibley assumes such obligations in writing.

7. Notices. Any notice or other communication under this Agreement shall be deemed given when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed:

if to Zaidan:

Zaidan Holdings, Inc.
175 East Fifth Street, Suite 418
St. Paul, MN 55101
Attention: Property Manager

if to Burlington: c/o The Palmer Group of the
Twin Cities, Ltd.
180 East Fifth Street,
Suite 230
Saint Paul, Minnesota 55101

with a copy to:

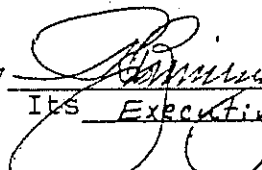
c/o The Palmer Group, Ltd.
101 North Wacker Drive,
Suite 1200
Chicago, Illinois 60606
Attn: General Counsel

if to Harstad:

8. General. This Agreement is binding on and inures to the benefit of Zaidan, Burlington and Harstad and their respective heirs, administrators, successors and assigns. It shall be governed by and construed under the laws of Minnesota. It constitutes their entire agreement and understanding and supersedes all prior agreements among them on the subject matter. It may not be amended or modified except by a writing signed by the party to be bound.

IN WITNESS OF THIS AGREEMENT, it has been executed as of the date set out at its head.

ZAIDAN HOLDINGS, INC.

By 
Its Executive Vice President

ST. PAUL-BURLINGTON LIMITED
PARTNERSHIP

By _____
a general partner

And By _____
a general partner

Keith T. Harstad

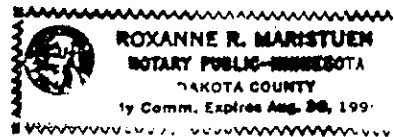
Diane N. Harstad

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

This instrument was acknowledged before me on Nov. 16, 1990
~~1989~~, by Richard H. Zehring, the Executive Vice President
of ZAIDAN HOLDINGS, INC., a Canadian corporation,
on behalf of the corporation.

Roxanne R. Maristuen
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



This instrument was acknowledged before me on _____,
1989, by _____, a general partner of ST. PAUL-
BURLINGTON LIMITED PARTNERSHIP, an Illinois limited partnership
on behalf of said partnership.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____,
1989, by _____, a general partner of ST. PAUL-
BURLINGTON LIMITED PARTNERSHIP, an Illinois limited partnership
on behalf of said partnership.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me, a Notary Public within and for said County, appeared KEITH HARSTAD and DIANE HARSTAD, to me personally known, and acknowledged said instrument to be their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:
O'CONNOR & HANNAN (ROS)
3800 IDS Tower
Minneapolis, Minnesota 55402
Telephone: (612) 341-3800

AKA SK 32

Lee Warrings
Frauenholz Co., W-160
180 E. 5th St.
St. P. 55101

Annie Kassela
Toule Road Estate
55 E. 5th St. #1575
St. P. 55101

Claris Montgomerie
Griffin Co.
Galtier Management Office
175 E. 5th St.
St. P. 55101

August 26, 1985

AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE OVER FIFTH STREET
BETWEEN JACKSON AND SIBLEY STREETS
AND ASSOCIATED PEDESTRIAN CONCOURSES

GALTIER PLAZA
BURLINGTON CENTER
333 ON SIBLEY

THE CITY OF SAINT PAUL

1985

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operation and maintenance of a public pedestrian concourse through such improvements; and

WHEREAS, Griggs is the owner of a building and structures on the northeasterly part of that block bounded by Fourth, Fifth, Jackson and Sibley Streets in St. Paul, located on land more particularly described as Lot 1, Block 2, Auditor's Subdivision No 32, and Lots A and B, Drake's Rearrangement "A", City of Saint Paul, hereinafter referred to as the "333 on Sibley Building"; and

WHEREAS, Burlington is the owner of a building and structures, now known as the Burlington Center, on the remainder of the above block, located on land more particularly described as Lots 2 to 15, and Lots C and D, Drake's Rearrangement "A", City of Saint Paul, hereinafter referred to as the "BC Building"; and

WHEREAS, this Agreement touches and concerns the real property, described as follows in Exhibit D attached hereto; and

WHEREAS, Burlington, Griggs and Mears agree to the construction of a skyway pedestrian bridge across Fifth Street from the BC Building and 333 on Sibley Building to Galtier Plaza; and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the BC Building to the skyway bridge across Fifth Street and, by public easement, through Galtier Plaza and declare their intention to so extend

which are shown in the approved plans and specifications to be part of the construction contract. The total design and construction costs for said skyway bridge shall be allocated to and paid by the parties as follows: 50% thereof by the City; 33% by Mears; and the remaining 17% to be shared equally by Burlington and Griggs. Burlington and Griggs shall, within 10 days after award of the general construction contract herein, furnish irrevocable letters of credit, whose terms and conditions are subject to approval by the City, providing for the payment of said design and construction costs upon request of the City as said costs are incurred. The Authority agrees to make payment to the City for the Mears share of said total design and construction costs within 45 days following the receipt by it of invoices, approved by Hammel, Green and Abrahamson, architects, and by the City, for such costs.

2. Support Structures for the Bridge Within Buildings Over Private Property. Mears shall pay all of the costs for the provision of necessary bridge support structures in Galtier Plaza. Burlington and Griggs shall each pay one-half of the costs for the construction of the building structure over private property connecting with the southerly end of the bridge, and for necessary support structures within the BC and 333 on Sibley Buildings for the building structure and the bridge connecting thereto. Monies to pay the construction costs for such support structures and for the building connection over private property

skyway bridge, and automatic sliding glass doors at both ends of the bridge. The bridge costs in this paragraph are part of the total design and construction costs for the bridge.

4. City Assignment of Warranties. City 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 the City upon request shall assign such warranties to them upon approved contract completion without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. City agrees to assign to Burlington, Griggs and Mears upon request all warranties on machinery and equipment, if any, installed in connection with the bridge construction, without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims which may later be asserted against the vendors or others arising from faulty design or manufacture of such machinery and equipment.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS.

5. Concourse Access. Mears and Burlington shall at their expense construct and be responsible for pedestrian concourses, and for vertical access facilities to the bridge between

concourses at the first and second levels of Galtier Plaza and the BC Building in accordance with this Agreement and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be as described and shown on Exhibits B and C attached hereto. Access easements at grade from public rights-of-way to interior second level concourses of Galtier Plaza, BC Building and 333 on Sibley Building are also to be granted to City by each respective owner.

6. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the BC and 333 on Sibley Buildings to the skyway bridge and to the building structure over the private alleyway herein, and access thereto, shall be borne by Burlington and Griggs, respectively, each only for the portions of concourse within their own buildings or on their own property.

EASEMENTS AND HOURS

7. Grant of Easement and Hours. Burlington, Griggs and Mears each hereby agree to grant to the City a public easement for the pedestrian skyway system through the BC and 333 on Sibley Buildings and Galtier Plaza, respectively, located in accordance with Exhibits B and C attached hereto. The Authority agrees that it will consent to and join in said grant of easement as to that property to which it holds fee title. Said easements to be

granted shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the BC and 333 on Sibley Buildings and Galtier Plaza 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 new pedestrian concourses provided for in the BC and 333 on Sibley Buildings and Galtier Plaza shall be open for public ingress, egress and transit from 7:00 A.M. to 7:00 P.M. on Monday through Friday, inclusive; 7:00 A.M. to 5:00 P.M. on Saturday; and shall be closed on Sunday, but nothing herein shall prohibit the respective property owners from opening such facilities at other hours. In the event a bridge for pedestrian skyway purposes is built (a) across Sibley Street connecting the 333 on Sibley Building with a Building to the east of Sibley Street, or (b) across Fourth Street connecting either or both the BC and 333 on Sibley Buildings with a building or structure south of Fourth Street, or (c) across Jackson Street connecting the BC Building with the Jackson parking ramp or other building west of Jackson Street, the hours such bridge or bridges shall be open for public ingress, egress and transit shall be 6:00 A.M. to 2:00 A.M.,

seven days a week, and notwithstanding earlier provisions in this paragraph, such hours shall also apply to the skyway bridge and pedestrian concourses which are the subject of this Agreement. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

8. Future Easements. Burlington hereby agrees, in the event a bridge for pedestrian skyway purposes is built across Fourth Street between Jackson and Sibley Streets, or across Jackson Street between Fourth and Fifth Streets, or across Sibley Street between Fourth and Fifth Streets, that it will grant to the City an easement for public pedestrian ingress, egress and transit through the BC Building in the locations as shown on Exhibit C to be reserved for future easements; provided, however, that Burlington may change the location of said future easement from that shown on Exhibit C so long as it grants an easement of substantially equal convenience, use, and general configuration in a different location, except that no change may be made in the location of the entry into the BC Building of a future Fourth Street bridge which location is as indicated in Exhibit C in the most southeasterly corner of the BC Building. Such easement and concourse area shall be subject to all the same provisions as provided in this Agreement for easement and concourse areas. Griggs hereby agrees, in the event a bridge or bridges are built in the locations specified in the foregoing sentence, it will

grant to the City an easement for public pedestrian ingress, egress and transit through the 333 on Sibley Building connecting the said bridge or bridges with the easement areas required under this Agreement to be granted, in a reasonably convenient and direct route through said 333 on Sibley Building. Such easement and concourse area shall be subject to the same provisions as provided herein for easement and concourse areas.

9. (a) Galtier Plaza Description. The new public easement through Galtier Plaza shall be in accordance with Exhibit B, located on three levels as described therein, and affording connections with skyway bridges over Jackson and Fifth Streets and with pedestrian concourses through the YMCA Building and a skyway bridge over Sixth Street. (b) BC Building Description. The new public easement through the BC Building, and in the air rights over private property between the BC and 333 on Sibley Buildings shall be in accordance with Exhibit C and shall commence at the northwesterly property line of Burlington and Griggs where the skyway bridge over Fifth Street will cross the property line to connect to the BC and 333 on Sibley Buildings and shall extend as described in said Exhibits. Such easement shall include an access elevator or lift for the use of handicapped persons traveling between levels, which elevator or lift shall be available for such use during all hours of bridge and concourse operation and access to the public.

10. Width of Easement. The public easements provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of the building is such that a width of 12 feet is impossible.

11. Easement Survey. City shall at its expense cause the initial easements to be more particularly described by a registered land surveyor following completed construction of the public concourse access areas. Burlington, Griggs and Mears have the right to review the completed survey for accuracy and any errors shall be corrected at City expense.

12. Easements Public and Subject to Law. Burlington, Griggs and Mears agree that the pedestrian concourse within the easement herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the City which by force of law are applicable to the System shall govern.

13. Waiver of Share in Damages. The City hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Galtier Plaza, BC and 333 on Sibley Buildings by condemnation or under the threat of condemnation. Said waiver applies to the easements through the properties but not to the skyway bridge or its end portions within respective air rights easements.

14. Ownership of Bridge. It is agreed by and between the parties hereto that the skyway bridge between buildings shall at all times be owned by the City, 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, MAINTENANCE AND REPAIR

15. City Transfer of Plans, Drawings, Etc. City shall transfer to Burlington, Griggs and Mears copies of all plans, specifications, drawings, operating manuals, written warranties, etc., and any other documents necessary to or useful in the maintenance, repair and operation of the structure and the electrical, drainage, and HVAC facilities in and serving the skyway bridge.

16. Scope of Maintenance; Approval of Modifications. Burlington, Griggs and Mears further agree to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts, including electrical, drainage and HVAC facilities in and serving the skyway bridge, at their sole expense, without cost to the City or HRA. Such maintenance shall be to a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture

cleaning. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, City shall be furnished with both preliminary and final plans and specifications for all additions, alterations, or repairs and replacements to the skyway bridge or support structures, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final, within 30 calendar days following receipt of such plans and specifications shall be deemed approval.

17. Burlington, Griggs and Mears Agreement to Maintain. Burlington, Griggs and Mears shall enter into a separate written agreement for sharing all maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment. It is agreed that Mears will provide, at no cost to Burlington, Griggs, HRA or City, all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge; and that Burlington and Griggs do the same for the structure connecting the southerly end of the bridge to the BC and 333 on Sibley Buildings without cost to any other party hereto.

18. Maintenance of the Concourse and Carpet. Mears hereby agrees to provide all repairs and maintenance to maintain the

pedestrian concourse in or on Galtier Plaza to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse; and Burlington and Griggs similarly so agrees with respect to the new pedestrian concourse on and within its property, and the structure connecting to the southerly end of the bridge. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, City shall be furnished with both preliminary and final plans and specifications for all additions, or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications , whether preliminary or final within 30 calendar days after receipt of such plans and specifications shall be deemed approval. If Burlington, Griggs or Mears use or install carpet or other less durable flooring material for concourse corridors, such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined jointly by the City and Mears, and by City with Burlington and Griggs, for their respective corridors, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld.

19. Failure to Maintain, Remedies. If Burlington, Griggs and Mears fail to adequately maintain, repair and operate the said skyway bridge or any of them fail to adequately maintain, repair and operate the pedestrian concourse areas through its respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the defaulting party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost 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 defaulting party(ies) as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the City cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the City to such time as may be reasonable for curing the condition.

20. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or 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 except as subject to the reasonable approval of City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. Plans for all signage shall be submitted to City prior to sign construction and installation, and the City shall approve such plans if such signage is comparable to that existing elsewhere in the System, is not confusingly similar to the skyway directional signs, and is consistent with good design practices.

SURETY BONDS AND INSURANCE.

21. \$200,000 Surety Bond; Contractor's Insurance.
Burlington, Griggs and Mears shall together furnish and maintain a surety bond in the amount of \$200,000.00 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 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 and repair and or removal of the skyway bridge which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance & Management Services for the City. The cost of such bond shall be

shared by Burlington, Griggs & Mears in accordance with their separate agreements. The City shall procure from the general contractor and provide to the parties upon request, 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.

22. Skyway Hazard, Liability Insurance Cost Shared. Insurance required by paragraph 24 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Burlington, Griggs and Mears and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Burlington, Griggs and Mears shall enter into as provided herein.

23. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the areas designated as easements for access and the pedestrian concourse shall be a maintenance cost to be assumed respectively by Burlington, Griggs and Mears for the portions of the pedestrian concourse located within their property.

24. Amount of Insurance. Burlington, Griggs and Mears shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for its portion of the 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 property damage to the extent of \$200,000.00 in any single accident; for personal injuries, including death, \$600,000.00 for each occurrence. 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 by legislation or judicial decision 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

25. Approval, Cost of Signs. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined by the City. The City shall pay the initial cost of such signs. The cost of installing, including electrical connections and mounting hardware (pendants, or ceiling channel, and support above ceiling), shall be considered part of the cost of construction of the concourse, the liability

for the payment of which shall be governed by paragraphs 5 and 6 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose properties such signs are located. If the location of the pedestrian concourse public easement is changed, the said signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by City, unless the change has occurred at the request or by the action of the party upon whose property said signs are located, in which event such party shall pay all costs. If the sign moving requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for skyway signs, and the cost of such change shall be borne as provided in the immediately preceding sentence.

BINDING OBLIGATIONS

26. Subject to City Codes. 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 they are applicable by force of law.

27. Successors and Assigns Bound. 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.

28. Burlington, Griggs and Mears Agreements Not Affected.

It is understood that this Agreement does not govern the relationships and agreements by and between Burlington, Griggs and Mears, themselves to each other, other than the requirements of paragraphs 21 through 24 above. It is further understood that the YMCA and the Authority consent to the construction, operation, maintenance and repair of the skyway bridge herein and the pedestrian concourse area within Galtier Plaza by Mears and any tenants of the Authority and their respective successors and assigns and any other party succeeding to the interest of the Authority in Galtier Plaza, but Authority does not obligate itself under this Skyway Agreement except as provided in Paragraphs 1, and 7 through 14; provided, however, that the Authority's successors and assigns, Mears and Authority's tenants and their respective successors and assigns, shall be responsible for and assume (1) the agreements and obligations of the Authority in Paragraphs 1, and 7 through 14 if and to the extent not completed or discharged, and (2) all the agreements and obligations imposed upon Mears under this agreement. Authority undertakes and agrees that it will obligate its successors and assigns, by appropriate and contractual provisions in any transfer of its interests in Galtier Plaza to perform the agreements and obligations imposed by this Agreement.

29. Agreement Survives Conveyance, Is Not Merged. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein and shall not be considered merged therein.

30. Owners Retain Property Rights; Obligations Conveyed. 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(s), 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 the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation in writing assumes all duties, responsibilities, covenants of the owner (seller) under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees.

31. Effective Date of Obligations - Skyway. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to Burlington, Griggs and Mears, the obligations and duties contained in paragraphs 21

and 24 herein above, as to said skyway bridge, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

32. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to Burlington, Griggs and Mears. Seven (7) days thereafter the obligations and duties contained in paragraphs 21 and 24 herein above, as to said pedestrian concourse, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

33. Notices - Address. 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
Sixth Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

HRA/City of Saint Paul, Minnesota
James J. Bellus, Executive Director
14th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

City of Saint Paul
Ed Warn, Director
Department of Finance and
Management Services

Room 234, City Hall
St. Paul, Minnesota 55102

- b. To: Mears Park Development Company
Robert J. Boisclair
Suite 350
2925 Dean Parkway
Minneapolis, Minnesota 55416
- c. To: St. Paul-Burlington Limited Partnership
Attn: The Palmer Group of the
Twin Cities, Ltd.
180 East 5th Street
Suite 301
St. Paul, Minnesota 55101
- d. To: Keith and Diane Harstad
- To: John and Catherine McCulloch
- To: Griggs-Midway Management Co.
- e. To: Port Authority of the City of St. Paul
Attn: Eugene J. Kraut
13th Floor, City Hall Annex
25 W. Fourth Street
St. Paul, Minnesota 55102

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

SAVINGS CLAUSE

34. Skyway Policy Pertinent. The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980, attached hereto as Exhibit E, (not including any later amendments) is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and concourse areas constructed pursuant to this Agreement. In the event any provision of the General Policy Statement conflicts or is inconsistent with this Agreement, this Agreement shall supercede and be controlling.

APPROVED AS TO FORM

CITY OF SAINT PAUL

Philip B. Byrne 12-6-85
Assistant City Atty

By Reuben Fuchman, Acting
Its Mayor

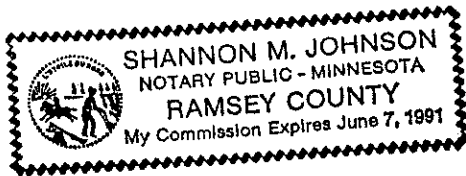
By James J. Bell
Its Director, Department
of Planning and Economic
Development

By Edward M. Ham
Its Director, Department
of Finance and Management
Services

By Arthur B. Olson
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

Acting The foregoing instrument was acknowledged before me this 6th day of December, 1985, by GEORGE LATIMER, *Cee Ann Turchin* Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

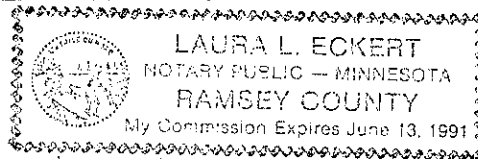


Shannon M. Johnson

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

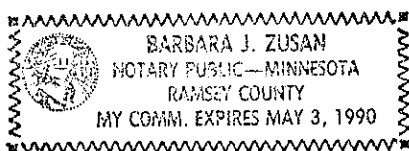
The foregoing instrument was acknowledged before me this 3rd day of December, 1985, by JAMES BELLUS, Director, Department of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Laura L. Eckert



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

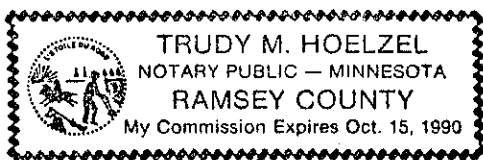
The foregoing instrument was acknowledged before me this 9th day of December, 1985, by EDWARD WARN, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Barbara J. Zusan

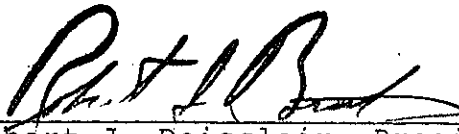
STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
10th day of December, 1985, by ALBERT B.
OLSON, City Clerk of the CITY OF SAINT PAUL, a municipal
corporation of the State of Minnesota, on behalf of the City of
Saint Paul.



Trudy M. Hoelzel

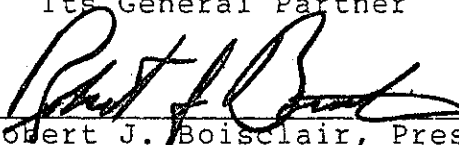
MEARS PARK DEVELOPMENT COMPANY,
A Minnesota general partnership

By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

By 
Patrick M. Ruhr, a Partner of
Alpha Enterprises,
General Partner

MEARS PARK EAST LIMITED
PARTNERSHIP, a Minnesota limited
partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

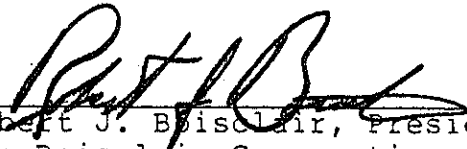
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

By 
Patrick M. Ruhr, a Partner of
Alpha Enterprises
General Partner

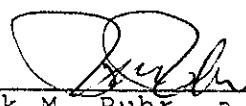
MEARS PARK CENTRAL LIMITED
PARTNERSHIP, a Minnesota general
partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

By


Robert J. Boisclair, President
The Boisclair Corporation
General Partner

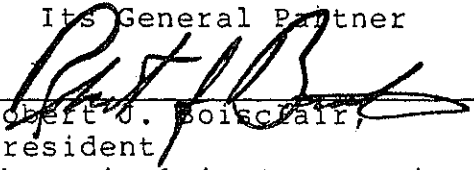
By


Patrick M. Ruhr, a Partner of
Alpha Enterprises
General Partner

MEARS PARK WEST LIMITED
PARTNERSHIP, a Minnesota
limited partnership

By: MEARS PARK DEVELOPMENT
COMPANY
Its General Partner

By

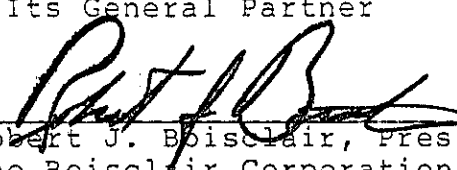

Robert J. Boisclair,
President
The Boisclair Corporation
General Partner

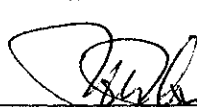
By


Patrick M. Ruhr, a Partner
of Alpha Enterprises
General Partner

McCOLL LIMITED PARTNERSHIP,
a Minnesota limited partnership

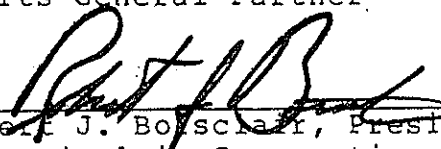
By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

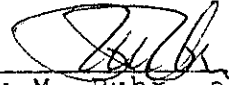
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

By 
Patrick M. Ruhr, a Partner of
Alpha Enterprises
General Partner

JACKSON APARTMENTS REDEVELOPMENT
COMPANY LIMITED PARTNERSHIP,
a Minnesota limited partnership

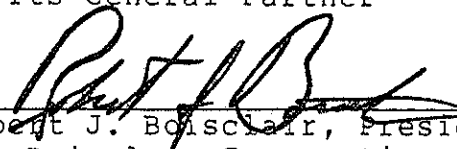
By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

By 
Patrick M. Ruhr, a partner of
Alpa Enterprises
General Partner

SIBLEY APARTMENTS REDEVELOPMENT
COMPANY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

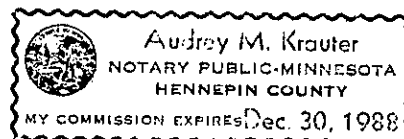
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

By 
Patrick M. Ruhr, a Partner of
Alpha Enterprises
General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 24th day of September, 1985, before me a Notary Public within and for said County appeared ROBERT J. BOISCLAIR and PATRICK M. RUHR, who being each by me duly sworn, did say that they are respectively the President of the Boisclair Corporation and General Partner of Alpha Enterprises, which entities are General Partners of MEARS PARK DEVELOPMENT COMPANY, which in turn is a General Partner in MEARS PARK EAST LIMITED PARTNERSHIP, MEARS PARK CENTRAL LIMITED PARTNERSHIP, MEARS PARK WEST LIMITED PARTNERSHIP, MCCOLL LIMITED PARTNERSHIP, JACKSON APARTMENTS REDEVELOPMENT LIMITED PARTNERSHIP, AND SIBLEY APARTMENTS REDEVELOPMENT COMPANY LIMITED PARTNERSHIP, that the foregoing instrument was signed on behalf of and by authority of the respective partners and partnerships, and acknowledged that said instrument was the free act and deed of said partners and partnerships.

Audrey M. Krauter



ST. PAUL-BURLINGTON LIMITED PARTNERSHIP
a Illinois limited partnership

BY: The Palmer Group of the Twin
Cities, Ltd.
Its Duly Authorized Agent

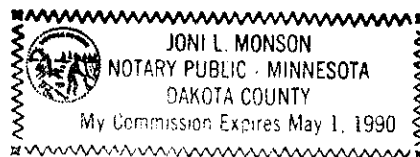
By *G. Lindstrom*
Its *Vice President*

By _____
Its _____

STATE OF MINNESOTA)
COUNTY OF *Dakota*) ss.
~~RAMSEY~~)

On this *14th* day of *November*, 1985, before
me, a Notary Public within and for said County, appeared
Gary Lindstrom and _____,
who being sworn, did say that they are respectively the
Vice President and _____ of THE
PALMER GROUP OF THE TWIN CITIES, LTD., the duly authorized agent
of the ST. PAUL-BURLINGTON LIMITED PARTNERSHIP, that said
instrument was signed by authority of the said partnership and
its partners, and acknowledged that said instrument was the free
act and deed of said partnership.

Joni L. Monson



Keith Y. Harstad

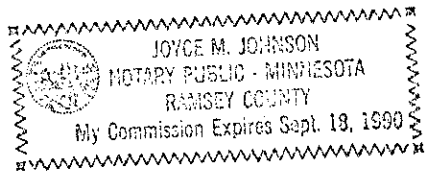
KEITH HARSTAD

Diane Harstad

DIANE HARSTAD

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 11th day of November, 1985,
before me, a Notary Public within and for said County, appeared
KEITH HARSTAD and DIANE HARSTAD, to me personally known, and
acknowledged said instrument.



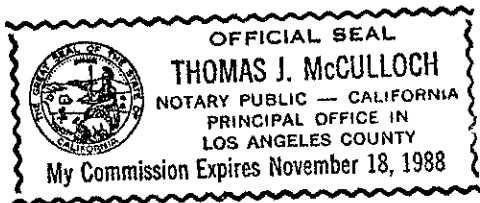
Joyce M. Johnson

John McCulloch
JOHN McCULLOCH

Catherine R. McCulloch
CATHERINE McCULLOCH

STATE OF ^{California} MINNESOTA)
COUNTY OF ^{Los Angeles} RAMSEY) SS.

On this 21st day of October, 1985, before me, a Notary Public within and for said County, appeared JOHN McCULLOCH and CATHERINE McCULLOCH, to me personally known, and acknowledged said instrument.



[Signature]

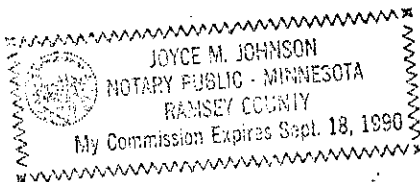
GRIGGS-MIDWAY MANAGEMENT CO.,
a Minnesota general partnership

By *John McCulloch*
Its General Partner

By *Keith T. Hurstad*
Its General Partner

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 11th day of November, 1985, before me, a Notary Public within and for said County, appeared John McCulloch and Keith T. Hurstad, to me personally known, who, being each by me duly sworn, did say that they are respectively the General Partner and General Partner of GRIGGS-MIDWAY MANAGEMENT CO., a Minnesota general partnership, that said instrument was signed by authority of its partners, and said John McCulloch and Keith T. Hurstad acknowledged said instrument was the free act and deed of said partnership.



Joyce M. Johnson

THE SAINT PAUL AREA YOUNG MEN'S
CHRISTIAN ASSOCIATION, a Minnesota
nonprofit corporation

By Robert R. Martin
Its Chairman

By John L. Traver
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 21st day of November, 1985, before
me, a Notary Public within and for said County, appeared
Robert R. Martin and John L. Traver, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the Chairman and
President of the SAINT PAUL AREA YOUNG MEN'S
CHRISTIAN ASSOCIATION, a Minnesota nonprofit corporation, that
said instrument was signed by authority of its partners, and said
Robert R. Martin and John L. Traver acknowledged
said instrument was the free act and deed of said corporation.



Deanna Sande

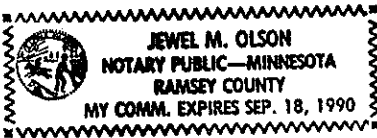
PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By Eugene A. Kraut
Its

Executive Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me, this
15th day of November, 1985, by Eugene A. Kraut,
of the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body corporate
and politic under the laws of Minnesota, on behalf of said
Authority.



Jewel M. Olson

GRANT OF EASEMENT

(Form)

WHEREAS, _____ (Name) _____, a _____ (describe Grantor's form of organization and name partners, if any) _____, which are/is hereinafter called "Grantor", are/is the owner in fee and 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 "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the _____ (name of third party) _____, the City of Saint Paul, a public easement for purposes of pedestrian ingress, egress and transit through Grantor's 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, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, a public easement for public pedestrian ingress, egress and transit, in and through the Grantor's Property and the structures thereon, described as:

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

Public use of the easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul, by ordinance, from time to time determine.

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted 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 Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors and assigns, from time to time determine. This provision shall not diminish the 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 area, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict 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.

The grant of easement herein shall be subject to the right of the Grantor 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 Grantor, and, on the further condition that no change in the easement location shall be made without the approval of 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 Grantor. The Grantee shall have ninety (90) days after the submission in which to approve or reject the submission. If the Grantee rejects the submission, it must do so in writing within the ninety (90) day period and in such writing set forth in detail the reasons for such rejection. If the Grantee fails to reject the submission within the ninety (90) day period, its consent shall be conclusively presumed.

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 any easement granted herein is vacated, abandoned or discontinued 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, Grantor, his 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 Grantor, its successors or assigns.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor shall be responsible for and provide for the cost of all repairs, improvements and replacements of the easement area as described herein, it being understood that the aforesaid covenant shall run with the land.

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, Grantor has hereunto set its hand this _____ day of _____, 1985.

By _____

Grantor's _____

By _____

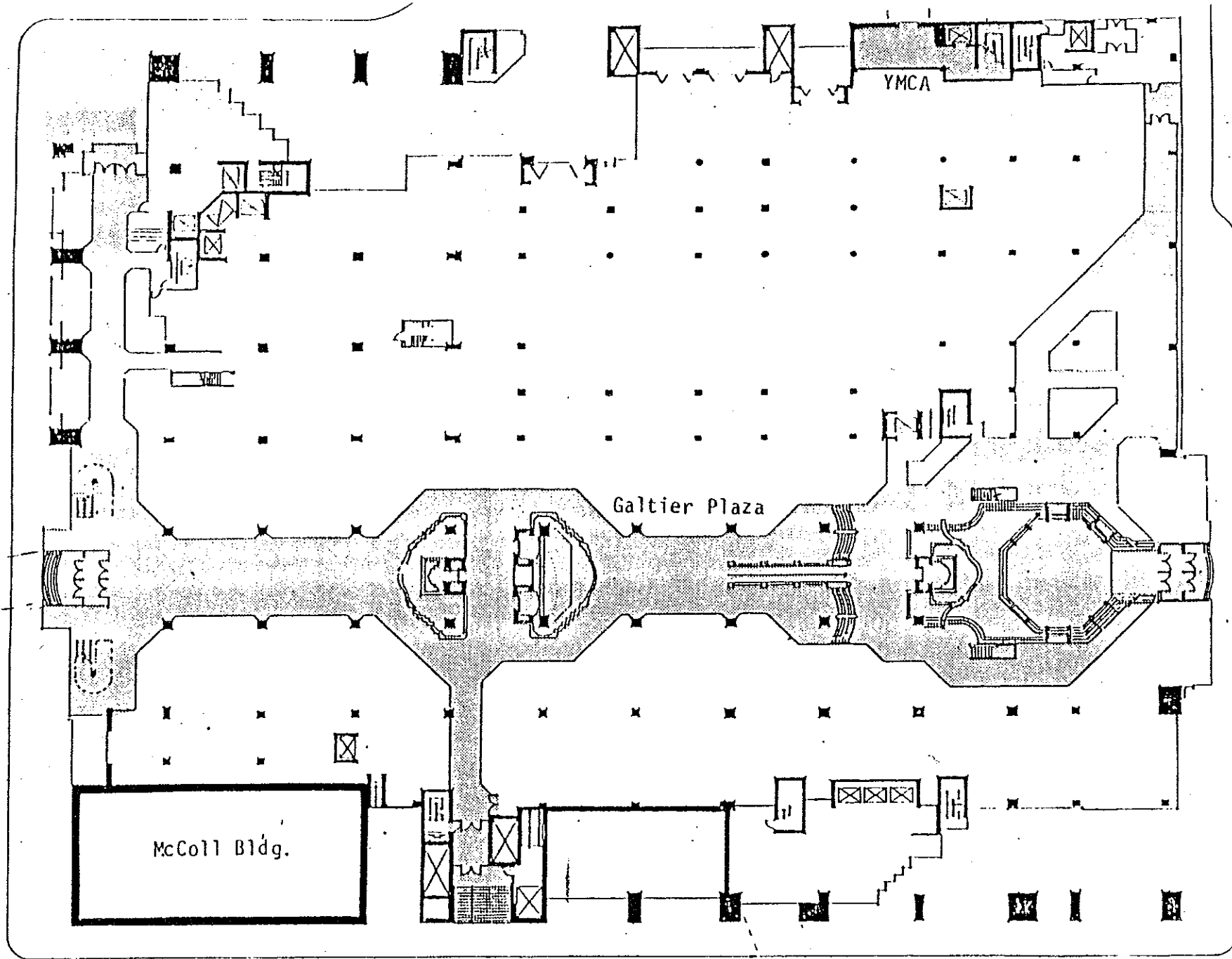
Grantor's _____

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this _____ day of _____, 19____, before me, a Notary Public in and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____, of said Grantor, and that _____ and _____ acknowledged said instrument was the free act and deed of said Grantor.

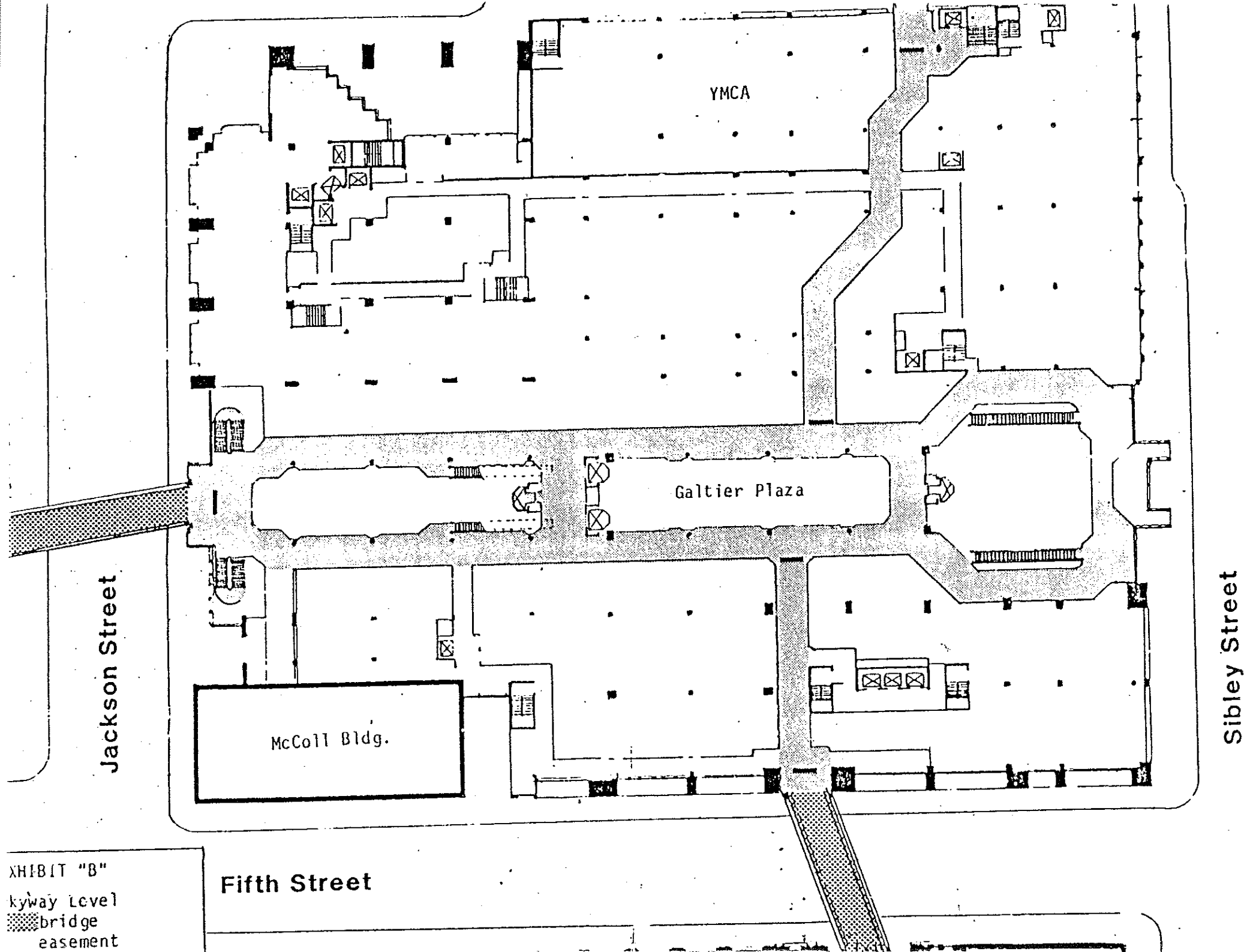
EXHIBIT A

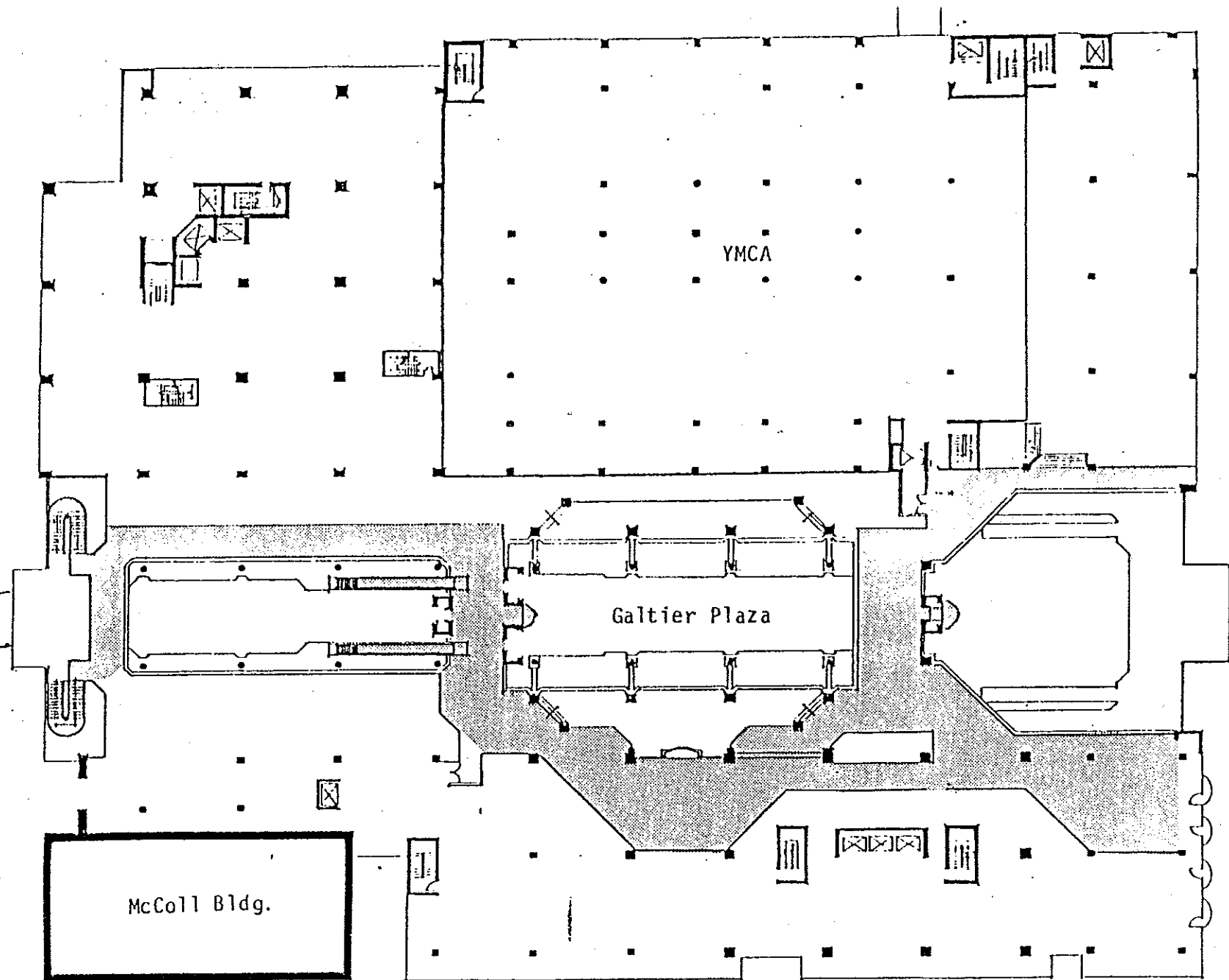
Jackson Street



Fifth Street

EXHIBIT "B"
Street Level



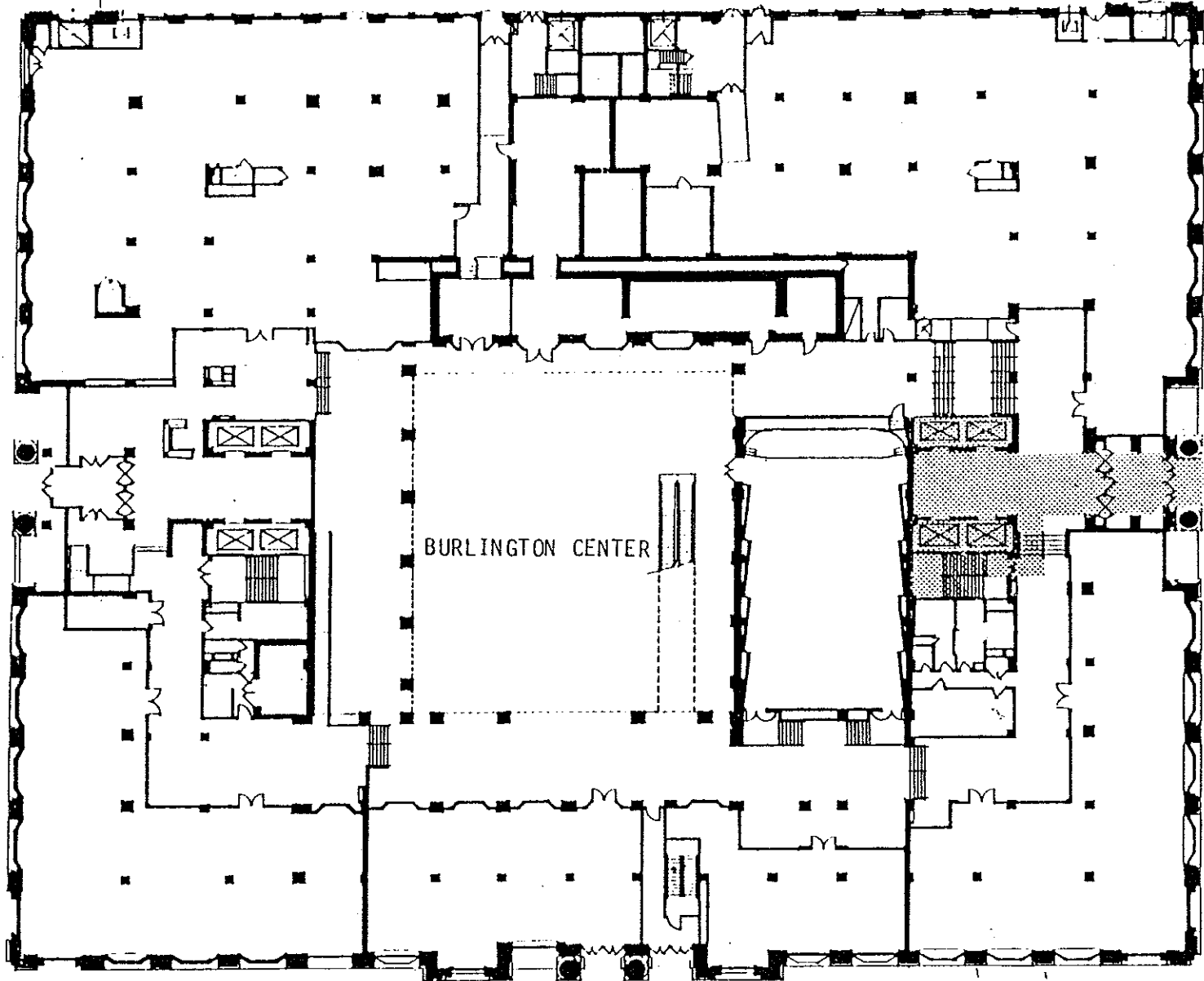


XHIBIT "B"
Third Level

Fifth Street

private alley

Fourth Street



Jackson Street

EXHIBIT "C"
Street Level
easement

EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY

(both Block 40 and BN Block)

GENERAL POLICY STATEMENT
FOR THE CONSTRUCTION OF THE
SAINT PAUL SKYWAY SYSTEM

ADOPTED BY THE
CITY COUNCIL OF
SAINT PAUL, MINNESOTA
JANUARY 8, 1980

DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT
OF THE CITY OF SAINT PAUL, MINNESOTA

This Policy Statement Supersedes
and replaces the
General Policy Statement
Pedestrian Concourse System
Downtown Urban Renewal Project
Minn. R-20

EXHIBIT "E"