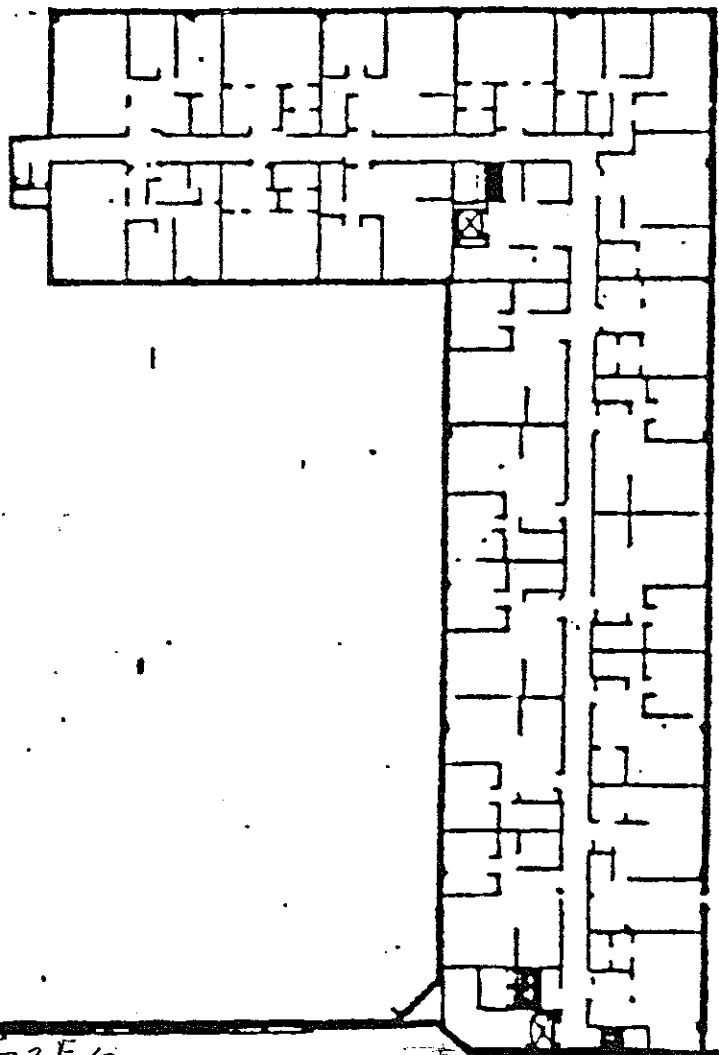
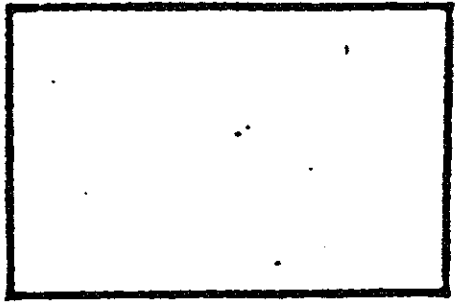
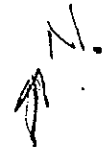




Sibley

SK 14

#14

273 F 6

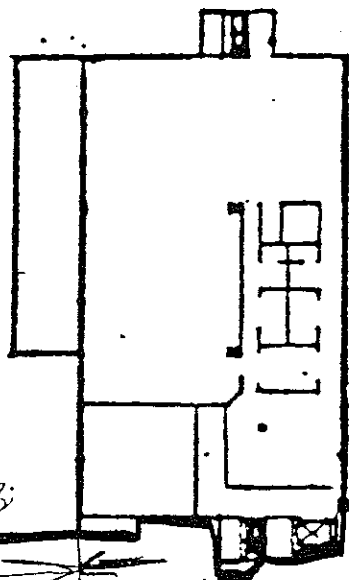
45 F

31 F 6

101 F 6

SK 19

SK 28



K24

#13

136 F

85

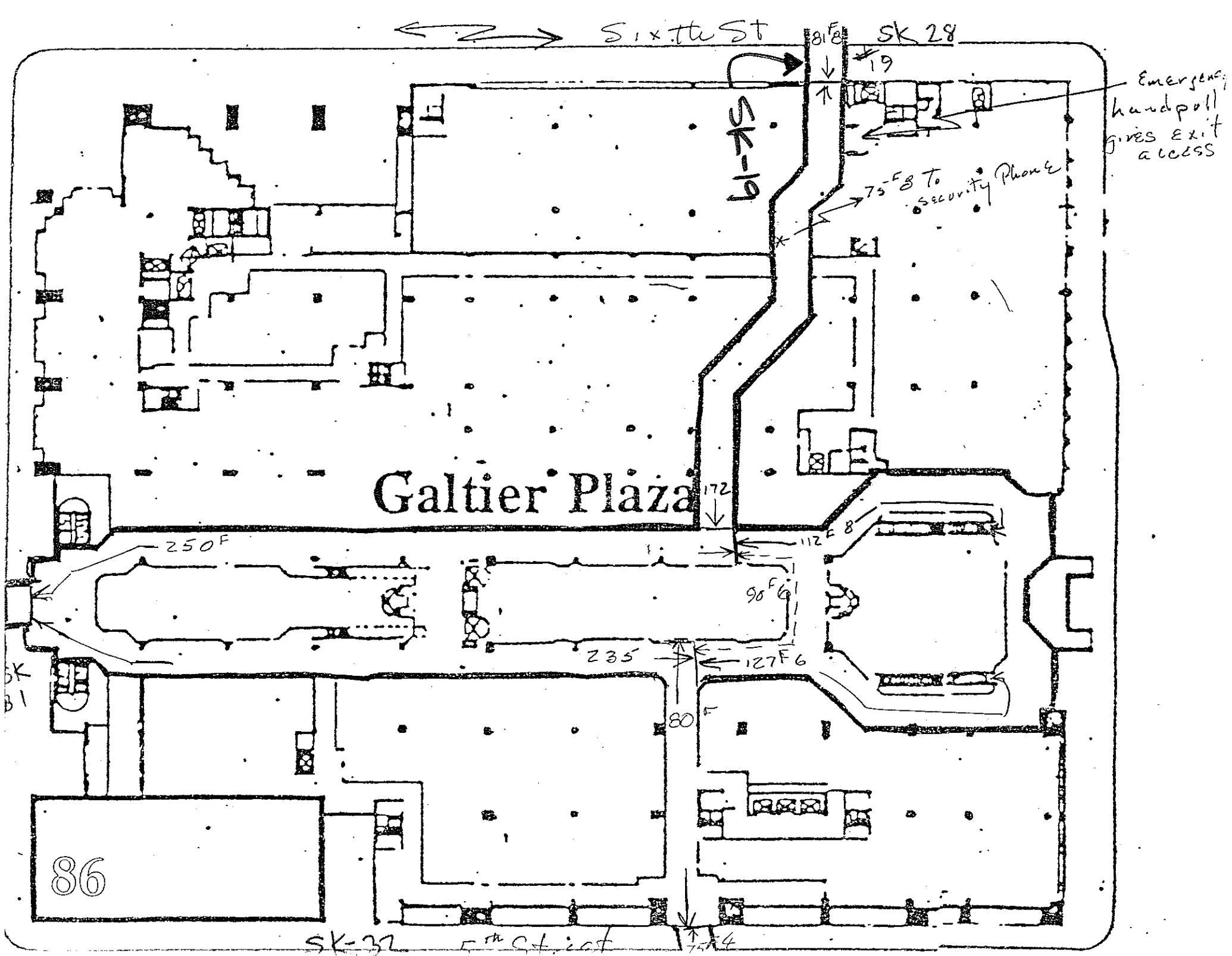
Call box

203 F

Mears Park Place

from west side of N/S easement

Sixth St



SK-19

10-17-85

AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE OVER SIXTH STREET
AND ASSOCIATED PEDESTRIAN CONCOURSES

By and Among

MEARS PARK DEVELOPMENT COMPANY
AND ASSOCIATED ENTITIES

and

LOWERTOWN SAINT PAUL COMPANY

and

THE CITY OF SAINT PAUL

CONTENTS OF AGREEMENT

<u>Topic</u>	<u>Page</u>
Bridge Construction and Cost Responsibilities	7
1. Design, Construction	7
2. Support Structure Within Buildings	7
3. Bridge HVAC, Lighting, Drainage Systems	8
4. City Assignment of Warranties	8
Pedestrian Concourse Construction and Costs	9
5. Concourse Access	9
6. Concourse Construction	9
Easements, Hours	10
7. Grant of Easement and Hours	10
8. Galtier Plaza Description	11
9. Mears Easement Description	11
10. Width of Easement	11
11. Easement Survey	12
12. Easements Public and Subject to Law	12
13. Waiver of Share in Damages	12
14. Ownership of Bridge	12
Operation, Maintenance and Repair	13
15. City Transfer of Plans, Drawings, Etc.	13
16. Scope of Maintenance; Approval of Modifications	13
17. Lowertown and Mears Agreement to Maintain	14
18. Maintenance of Galtier Plaza and Mears Park Place; Carpet	14
19. Failure to Maintain, Remedies	15
20. Advertising, Signage	16
Surety Bonds, Insurance	16
21. \$200,000 Surety Bond; Contractor's Insurance	16
22. Skyway Hazard, Liability Insurance, Cost Shared	18
23. Concourse Hazard, Liability Insurance	18
24. Amount of Insurance	18
Directional Signs	19
25. Approval, Cost of Signs	19

<u>Topic</u>	<u>Page</u>
Binding Obligations	20
26. Subject to City Codes	20
27. Successors and Assigns Bound	20
28. Lowertown-Mears Agreement Not Affected	20
29. Agreement Survives Conveyance; Is Not Merged	21
30. Owners Retain Property Rights; Obligations Conveyed	21
31. Effective Date of Obligations - Skyway	22
32. Effective Date of Obligations - Concourses	22
33. Notices - Address	22
-Savings Clause	24
34. Skyway Policy Pertinent	24
Exhibits:	
A. Grant of Easement (form)	38
B. Mears Easement Plan	
C. Lowertown Air Rights Easement Plan	
D. Property Legal Descriptions	42
E. <u>General Policy Statement for the Construction</u> <u>of the Saint Paul Skyway System, adopted</u> January 8, 1980.	

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of October, 1985, by and among the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Authority"; the MEARS PARK DEVELOPMENT COMPANY, a Minnesota general partnership (whose general partners are THE BOISCLAIR CORPORATION, a Minnesota corporation and ALPHA ENTERPRISES, a South Dakota general partnership) for itself and on behalf of the MEARS PARK EAST LIMITED PARTNERSHIP, the MEARS PARK CENTRAL LIMITED PARTNERSHIP, the MEARS PARK WEST LIMITED PARTNERSHIP, the MCCOLL LIMITED PARTNERSHIP, the JACKSON APARTMENTS REDEVELOPMENT COMPANY LIMITED PARTNERSHIP, and the SIBLEY APARTMENTS REDEVELOPMENT COMPANY LIMITED PARTNERSHIP, all being Minnesota limited partnerships, hereinafter collectively referred to as "Mears"; the LOWERTOWN SAINT PAUL COMPANY, a Minnesota limited partnership, and its general partner CARLEY CAPITAL GROUP, hereinafter collectively referred to as "Lowertown"; and the SAINT PAUL AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, a Minnesota nonprofit corporation, hereinafter referred to as "YMCA".

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, Lowertown is the owner of an apartment building (hereinafter referred to as "Mears Park Place", a part of which building is located on all or parts of Lots 4 through 9, Block 8, Whitney and Smiths Addition and Lots 8 and 9, Block 2, City of Saint Paul, and which Building was developed pursuant to a Contract for Sale of Land for Redevelopment dated June 18, 1974 and assumed by Lowertown on September 14, 1977, which contract provides for certain undertakings with respect to the construction and extension of the System; and

WHEREAS, the Authority is the owner of Block 40, that block bounded by Fifth, Sixth, Jackson and Sibley Streets in St. Paul and more particularly described as consisting of R.L.S. 373; Lots 4 through 9, Block 8, Whitney and Smith's Addition; and Lots 6 through 9, Block 13, City of Saint Paul; and

WHEREAS, Mears (with and as general partner in the aforesaid limited partnerships) is developing Block 40 pursuant to a Contract for Sale of Land for Redevelopment dated September 1, 1981, which contract provides for certain undertakings with respect to the construction and extension of the System, said

development and structures thereon to be referred to collectively as "Galtier Plaza"; and

WHEREAS, Lowertown and Mears agree to the construction of a skyway pedestrian bridge across East Sixth Street from Mears Park Place to the improvements to be constructed on and over Block 40 (hereinafter referred to as "Galtier Plaza"); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through Mears Park Place to the skyway bridge across East Sixth Street and, by public easement, through Galtier Plaza and hereby declare their intention to so extend the System; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of Galtier Plaza and Mears Park Place; and

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

WHEREAS, substantial public monies will be expended for the design and construction of a skyway bridge connecting Galtier Plaza with Mears Park Place; and

WHEREAS, a benefit will inure to the respective property owners by virtue of being linked to the System, and further benefit will inure to them when the System is extended as above described.

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

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The City agrees to design and cause to be constructed a skyway bridge connecting Galtier Plaza with Mears Park Place in accordance with City-approved plans and specifications prepared by Hammel, Green and Abrahamson, dated May 31, 1984, and reviewed by Lowertown and Mears. The City shall not, without the consent of Mears, which consent shall not unreasonably be withheld, make or approve (a) any change in the plans and specifications which would increase the total cost of the East Sixth Street bridge by \$10,000 or more; or (b) any change which causes the aggregate cost of all changes in the plans and specifications for said bridge to equal or exceed \$40,000. City will accomplish any mechanical, electrical and drainage systems, installations and connections 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 paid one-half by the City and one-half by Mears. Mears shall reimburse the City for its pro-rata share of such costs within 20 days after presentation by the City of invoices to Mears.

2. Support Structure Within Buildings. Lowertown and Mears shall be responsible for and provide at their own cost all necessary support structures within their buildings for accommodation of the bridge.

3. Bridge HVAC, Lighting, Drainage Systems. Said skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The mechanical, electrical and roof drainage systems of the bridge shall be tied into the respective systems of Galtier Plaza, which systems shall be of sufficient capacity to serve the bridge. The said skyway bridge shall also include finishing at skyway bridge ends, a linear metal ceiling, terrazzo floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and aluminum and glass sliding doors at both ends of the bridge. The costs in this paragraph are a 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 Lowertown and to 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 Lowertown shall at their expense construct and be responsible for their respective pedestrian concourse and vertical access facilities to the bridge between concourses at the first and second levels of Galtier Plaza and Mears Park Place 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, air rights easements and pedestrian concourses shall be described as 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 are also to be granted to the City.

6. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within Mears Park Place to the skyway bridge herein, and access thereto, shall be borne by Lowertown. All costs and expense in connection with the construction of the

pedestrian concourse from and within Galtier Plaza to the said bridge, and access thereto, shall be borne by Mears.

EASEMENTS AND HOURS

7. Grant of Easement and Hours. Lowertown and Mears each hereby agree to grant to the City a public easement for the pedestrian skyway system through Mears Park Place and Galtier Plaza, respectively, all in accordance with Exhibits B and C attached hereto. Said easements to be granted by Lowertown and Mears 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 Mears Park Place 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 and the new pedestrian concourses provided for in Mears Park Place and Galtier Plaza shall be open for public ingress, egress and transit from 6:00 A.M. to 2:00 A.M. seven days a week. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

The skyway bridge and pedestrian concourses may be partially

closed to pedestrian traffic where reasonably necessary for maintenance and repair; but may not be completely blocked to pedestrian ingress, egress and transit except (a) with the advance written consent of the City, or (b) in case of an emergency seriously affecting public safety and welfare.

8. Galtier Plaza Description. The new public easement through Galtier Plaza and its air rights shall be in accordance with Exhibit B and shall commence at the northwesterly property lines of Mears where the skyway bridge over Sixth Street will cross the property line to connect to Galtier Plaza and shall extend as described in said Exhibit. Such easement shall include an access elevator for the use of handicapped persons traveling between the first and second levels, which elevator shall be available for such use during all hours of bridge and concourse operation and access to the public.

9. Mears Park Place Easement Description. The air rights easement through Mears Park Place shall be in accordance with Exhibit C herein, and shall commence at the southeasterly property line of Mears Park Place where the skyway bridge over Sixth Street will cross the property line to connect thereto, and shall extend in a generally northerly direction to the existing pedestrian concourse and public easement in Mears Park Place, all as shown on Exhibit C.

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. Initial easements shall be more particularly described by a registered land surveyor following completed construction of the public concourse access areas. Lowertown and Mears have the right to review the completed survey for accuracy and any errors shall be corrected at HRA expense.

12. Easements Public and Subject to Law. Lowertown and Mears agree that the pedestrian concourse within the easements 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 by condemnation or under 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 Lowertown and to 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. Lowertown 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 and specifications, whether preliminary or final, within 30 calendar days following receipt of such plans and specifications shall be deemed approval.

17. Lowertown and Mears Agreement to Maintain. Lowertown and Mears shall enter into a separate written agreement for sharing equally the 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 Lowertown, HRA or City, all necessary systems and equipment to supply all HVAC, electrical and other operating utilities for said skyway bridge.

18. Maintenance of Galtier Plaza and Mears Park Place; 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 Lowertown similarly so agrees with respect to the pedestrian concourse on and within its property. 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 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 after receipt of such plans and specifications shall be deemed approval. If Lowertown or Mears use or install carpet or other less durable flooring material for concourse corridors, Lowertown and Mears shall replace such carpet 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 Lowertown, and by City and Mears, 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 Lowertown and Mears fail to adequately maintain, repair and operate the said skyway bridge and pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the affected 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 forthwith paid 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. 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 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.

Lowertown 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 and Management Services for the City. 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 Lowertown and Mears and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Lowertown 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 Lowertown and Mears for the portions of the pedestrian concourse located within their property.

24. Amount of Insurance. Lowertown 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 their respective portions 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. Said 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 such 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. Lowertown and Mears Agreements Not Affected. It is understood that this Agreement does not govern the relationships and agreements by and between Lowertown 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 and the YMCA Building by the respective tenants of the Authority and their successors and assigns. The Authority does not obligate itself

under this Skyway Agreement except as provided in Paragraphs 7 through 14; provided, however, that the Authority's successors and assigns, and Authority's tenants who are parties to this Agreement and their successors and assigns, shall be responsible for and assume (1) the agreements and obligations of the Authority in Paragraphs 7 through 14 if and to the extent not completed or discharged, and (2) all of the agreements and obligations imposed upon Authority's tenants who are parties to 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 assumes in writing all duties, responsibilities and 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 Lowertown and Mears, the obligations and duties contained in paragraphs 21 and 24 herein above, as to said skyway bridge, shall become operative.

32. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to Lowertown 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.

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
Edward Warn, Director
Department of Finance and
Management Services
Room 234, City Hall
St. Paul, Minnesota 55102

b. To: Dan McCarty
Carley Capital Group
315 W. Gorham Street
Madison, Wisconsin 53703

and

Mark Kvalheim
Bailey Enterprises, Inc.
2233 University Avenue
St. Paul, Minnesota 55114

c. To: Mears Park Development Company
Robert J. Boisclair
Suite 350
2925 Dean Parkway
Minneapolis, Minnesota 55416

d. To: St. Paul Area YMCA
194 E. Sixth Street
St. Paul, Minnesota 55101

e. To: Mears Park East Limited Partnership
One Main Street Southeast
Suite 600
Minneapolis, Minnesota 55414

Mears Park Central Limited Partnership
One Main Street Southeast
Suite 600
Minneapolis, Minnesota 55414

Mears Park West Limited Partnership
One Main Street Southeast
Suite 600
Minneapolis, Minnesota 55414

McColl Limited Partnership
One Main Street Southeast
Suite 600
Minneapolis, Minnesota 55414

Jackson Apartments Redevelopment
Company Limited Partnership
One Main Street Southeast
Suite 600
Minneapolis, Minnesota 55414

Sibley Apartments Redevelopment
Company Limited Partnership
One Main Street Southeast
Suite 600
Minneapolis, Minnesota 55414

f. 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.

35. Chemical Bank. The Chemical Bank of New York ("Bank"), except as provided in this paragraph, shall not be bound or obligated by the terms and conditions of paragraphs 1 through 6 hereof, or any other paragraph relating to bridge or concourse construction or the costs thereof. Bank shall, however, in the event it acquires or takes possession of Galtier Plaza (or any portion thereof through or over which any part of the skyway bridge, pedestrian concourses or public pedestrian easements are located) by foreclosure, deed in lieu of foreclosure or otherwise, be bound and obligated (a) by all provisions of this Agreement relating to operation, maintenance and repair of the said bridge or concourse, and the granting of public easements, which provisions include paragraphs 7 through 34 hereof, and (b) to continue and complete, to the extent necessary, the construction of the said bridge and pedestrian concourses as required herein, and to pay the costs thereof remaining unpaid. Bank undertakes and agrees that it will obligate its successors and assigns by appropriate contractual provisions in any transfer of its interests in Galtier Plaza (whether or not Bank has taken possession of or acquired Galtier Plaza) to perform such agreements and obligations as are, and to the same extent as, imposed on Bank by this Agreement.

APPROVED AS TO FORM

CITY OF SAINT PAUL

By _____
Its Mayor

By _____
Its Director, Department of
Planning and
Economic Development

By _____
Its Director, Department of
Finance and Management
Services

By _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
____ day of _____, 1985, 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.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
____ day of _____, 1985, by JAMES BELLUS, 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.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
____ day of _____, 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.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY).

The foregoing instrument was acknowledged before me this
_____ day of _____, 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.

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
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 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 Alpha 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 _____ day of _____, 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 the
following: 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.

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

By _____
Its

By _____
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 1985, before
me, a Notary Public within 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 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 _____ and _____
acknowledged said instrument was the free act and deed of said
corporation.

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By _____
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1985, by _____
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.

THE CHEMICAL BANK OF NEW YORK,
A New York Banking Corporation

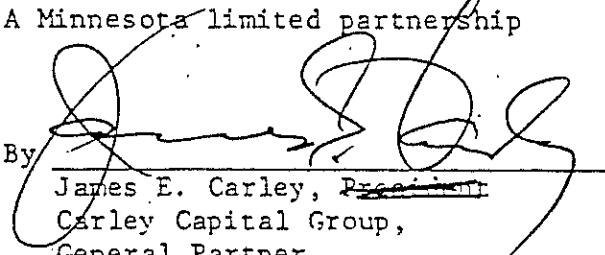
By _____
Its

STATE OF)
COUNTY OF) ss.

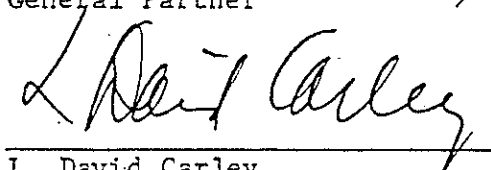
The foregoing instrument was consented to and acknowledged
before me this _____ day of _____, 1985, by
_____ of THE CHEMICAL BANK OF NEW YORK,
a New York corporation, on behalf of said Bank.

LOWERTOWN SAINT PAUL COMPANY
A Minnesota limited partnership

By


James E. Carley, ~~President~~
Carley Capital Group,
General Partner

By


L. David Carley,
General Partner

STATE OF WISCONSIN)

COUNTY OF DANE) ss

On this 28th day of August, 1985,
before me, a Notary Public within and for said county, appeared DAVID CAREY
and JAMES E. CARLEY, to me personally known, who,
being each by duly sworn, did say that they are general partners of LOWERTOWN
SAINT PAUL COMPANY, a Minnesota limited partnership, and that said instrument
was signed by authority of its partners and acknowledged said instrument was
the free act and deed of said partners.

Carol A. Bursseil

STATE OF WISCONSIN)

COUNTY OF DANE) ss

On this 28th day of August, 1985,
before me, a Notary Public within and for said county, appeared DAVID
CARLEY the JAMES E. CARLEY, of CARLEY CAPITAL GROUP, a
Wisconsin partnership, to me personally known, who, being by me duly sworn,
did say that Carley Capital Group is a general partner of LOWERTOWN SAINT
PAUL COMPANY, and that said instrument was signed by authority of its
AUTHORIZED SIGNATOR and acknowledged said instrument was the free
act and deed of said partnership.

Carol A. Bursseil

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 between the
_____, (name of third party) _____,
the City of Saint Paul, Minnesota and Grantor, to grant to 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 Property and the
structures thereon, described as:

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

Exhibit "A"

The easement area is expressly herein made subject to such reasonable policy 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 policy 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.

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) 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 and 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)
) ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 1985,
before me, a Notary Public in and for said County, appeared

_____ and _____

to me personally known, who, being, by me duly sworn, did say

that they are respectively the _____

and _____ of said Grantor, and that

_____ and _____

acknowledged that said instrument was the free act and deed of
said Grantor.

Jackson Street

Sibley Street

Fifth Street

McColl Bldg.

Galtier Plaza

YMCA

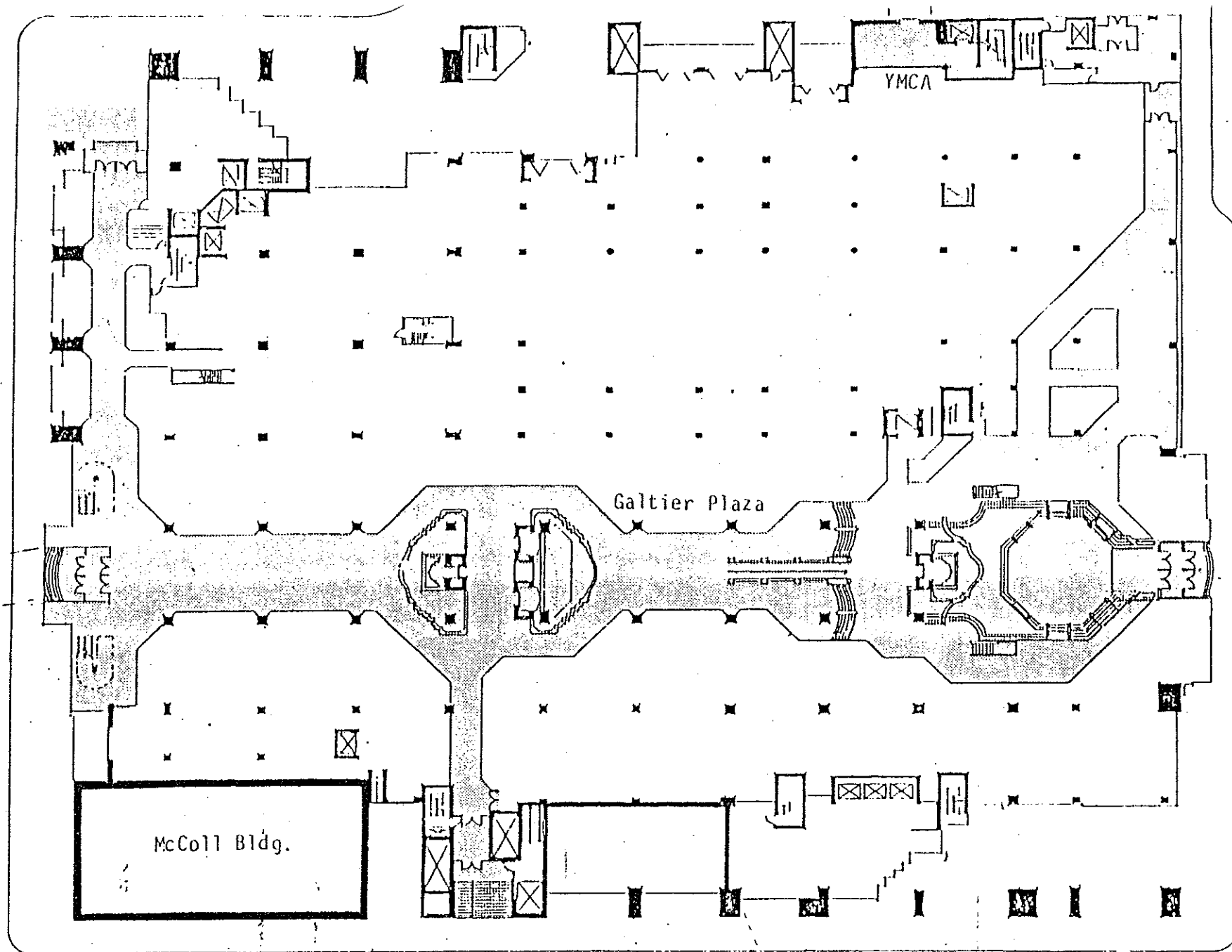
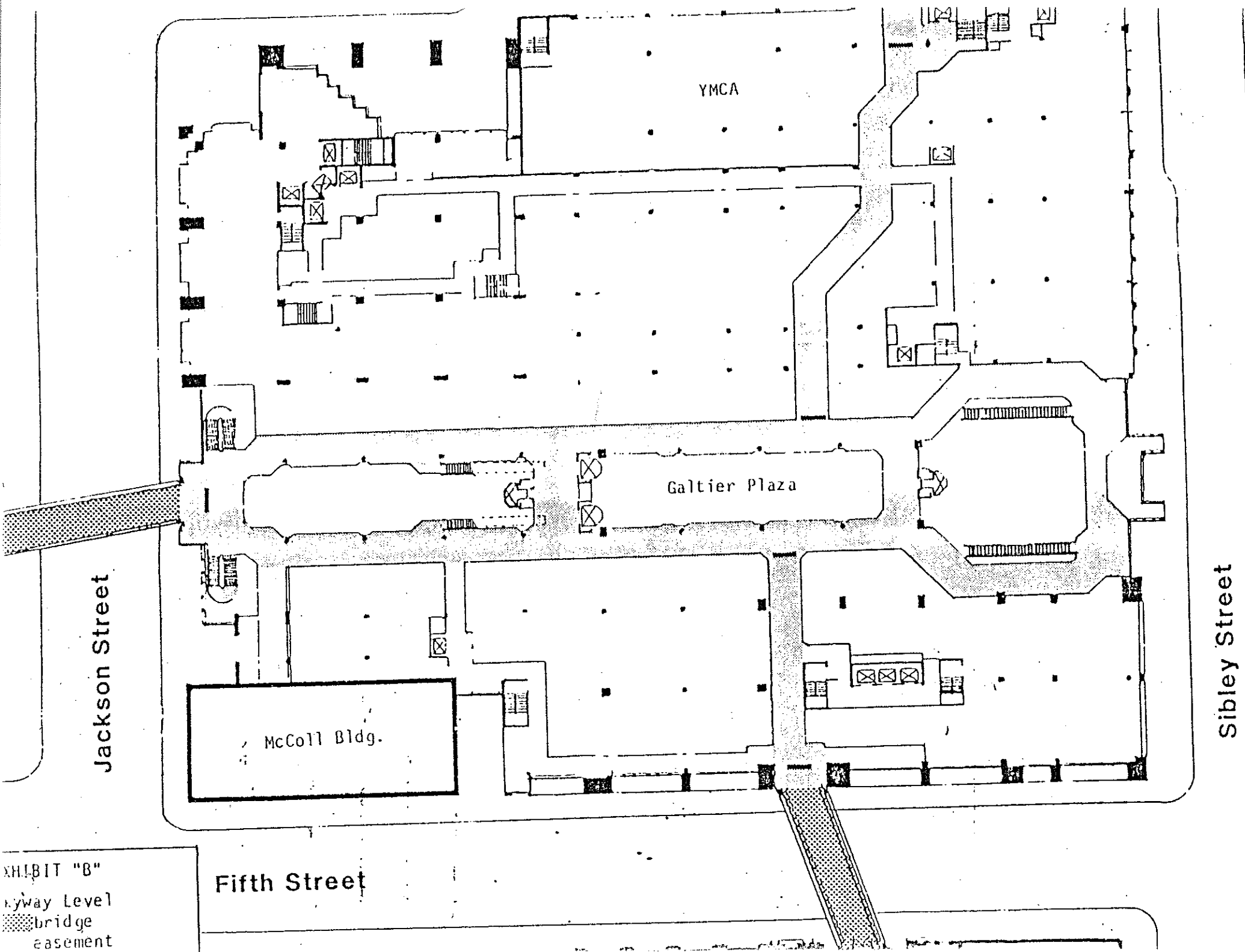


EXHIBIT "B"
street level



Sibley Street

MEARS PARK PLACE

air rights easement for bridge

Sixth Street

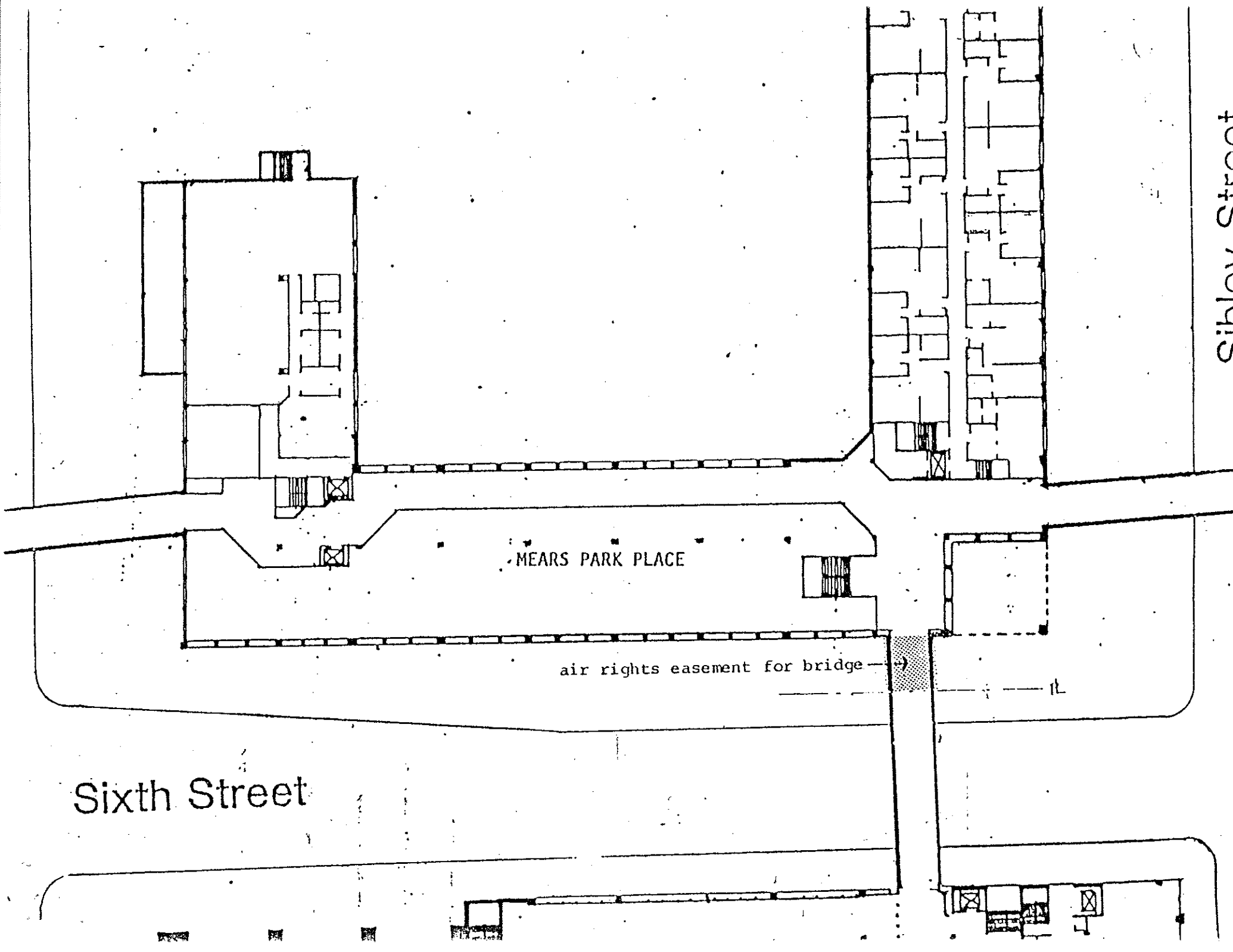


EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY

Mearns Park Place)
(both Block 40 and ~~DN Block~~)