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AGREEMENT

THIS AGREEMENT is made and entered into this 17TH day of NOVEMBER, 1980, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA"; the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; the following federally chartered corporations created and existing under the laws of the United States of America, and known and referred to as the Farm Credit Banks of St. Paul, to wit: ST. PAUL BANK FOR COOPERATIVES, FEDERAL INTERMEDIATE CREDIT BANK OF ST. PAUL, and THE FEDERAL LAND BANK OF SAINT PAUL, hereinafter collectively referred to as "FCB"; and SAN FRANCISCO REAL ESTATE INVESTORS, a California real estate investment trust, hereinafter referred to as the "Trust".

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, FCB is constructing upon Parcel G-9 of Block G, that block bounded by Robert, Jackson, Sixth and Fifth Streets, an office building (hereinafter referred to as "FCB Building") pursuant to a Contract for Sale of Land for Redevelopment dated

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April 23, 1979, which contract provides for certain undertakings with respect to the construction and extension of the System; and

WHEREAS, Trust is the owner of Parcel F1 and the air rights to Parcel F3 and the improvements located thereon on Block F, hereinafter referred to as the "Trust Building"; and

WHEREAS, in the event development occurs on Block 40 and a skyway pedestrian bridge is agreed to by FCB and constructed across Jackson Street from the FCB Building to such development, the parties hereto believe it to be desirable that the System be extended by public easement from the Trust Building across Robert Street and through the FCB buildings to the skyway bridge across Jackson Street, and declare their intention to so extend the System; and

WHEREAS, an extension of the System over Robert Street between East Sixth Street and East Fifth Street from the Trust Building on the west, to the FCB Building on the east, has been approved as part of the Seventh Place Redevelopment Project Plan which plan was approved by the Council of the City of St. Paul on December 5, 1978, in Council File No. 272155, and has been filed with the City Clerk of the City of St. Paul; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of the Trust Building and FCB Buildings; and

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

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

WHEREAS, the City by Ordinance No. 16643, Council File No. 274470, granted the HRA permission to construct and operate a skyway bridge across Robert Street between Sixth Street and Fifth Street, which Ordinance is attached hereto as Exhibit A.

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

BRIDGE CONSTRUCTION

1. The HRA agrees to design, construct and pay for a skyway bridge connecting the Trust Building with the FCB Building in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, dated March 17, 1980, also known as Bid No. A 8528-S, and reviewed by Trust and FCB. HRA will accomplish and pay for any mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the HRA construction contract.

2. FCB shall be responsible for and provide at its own cost all necessary support structures within its building for accommodation of the bridge. HRA and the City acknowledge that if any additional construction or modification of existing structure is done to the Trust building it will be done at no cost to the Trust.

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3. 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 the FCB Building, which FCB Building systems shall be of sufficient capacity to serve the bridge. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall be capped a minimum of two feet inside the FCB Building line, and the connections of these lines to the FCB Building systems shall then be connected by and at the expense of FCB. At the expense of the HRA said skyway bridge shall also include finishing at skyway bridge ends, an eggcrate ceiling, terrazzo floors, insulated glass to the extent glass is used to enclose said skyway bridge, and aluminum and glass doors at the Trust Building end of the bridge. None of the work described in this paragraph shall result in expense to the Trust.

4. FCB shall, within its building at the second level, install at its expense a concourse ramp which shall connect the bridge floor and the FCB Building second level floor. The ramp shall be designed and constructed so as to be accessible to and usable by handicapped persons as required by the applicable codes of the City of Saint Paul. The ramp shall be uniformly sloped and covered with the same material as the adjoining skyway concourse area in the FCB Building.

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5. At its own sole cost and expense, HRA shall establish a "construction zone" within the Trust Building which shall extend into the Trust Building from the east exterior wall a distance not to exceed 8 feet. The construction zone shall be sealed off from the interior of the Trust Building by a partition wall which shall be so designed and constructed that (1) it will prevent the escape of dust from the construction zone into the Trust Building; and (2) it shall secure the Trust Building against entry from the construction zone. The partition wall shall make no provision for access through the partition wall between the construction zone and the Trust Building; except that for a three week period commencing on the day the first work is done to establish the construction zone, access to the zone shall be allowed from the Trust building subject to reasonable controls by the Trust. During the construction of the skyway bridge, and until the bridge has been opened to public use, HRA shall hold the Trust harmless with respect to any cost, expense, loss or damage of any kind, including personal injury, trespass, weather damage, and any cost, expense, loss or damage of any description resulting from the construction of said bridge, save only those costs which the Trust specifically agrees to pay by this agreement.

6. HRA will include a provision in its contract for the construction of the skyway bridge, whereby the contractor consents to the assignment of warranties to the owners of the buildings abutting the bridges, and HRA shall assign such

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warranties to them upon approved contract completion without relinquishing its own rights under such warranties, and, if necessary, HRA will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. HRA agrees to assign to FCB and the Trust 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, HRA 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 COST RESPONSIBILITIES

7. FCB shall at its expense provide and be responsible for stairs, elevator and pedestrian concourses at the first and second levels of FCB Building in accordance with this agreement and the Contract for Sale of Land dated April 23, 1979. Public easements as provided herein shall be granted by FCB so that such facilities will be available for use by the general public. FCB hereby consents to the extension of the pedestrian concourse system by public easement from the Trust Building across Robert Street and through the FCB buildings to the skyway bridge across Jackson Street, conditioned only upon development occurring on Block 40 and the FCB's agreement to the construction of a skyway pedestrian bridge across Jackson Street to such development.

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In the event FCB agrees to the construction of the skyway bridge across Jackson Street and a bridge is so constructed, but refuses to so extend the System, notwithstanding the consent contained in the foregoing sentence, then either HRA or the Trust shall have the right to obtain specific performance of FCB's covenant to permit such extension of the System.

8. All costs and expense in connection with the extension of pedestrian concourse from and within the Trust Building to the bridge over Robert Street shall be borne equally by HRA and the Trust, except that in no event will HRA be required to pay more than \$30,000 pursuant to this paragraph. All construction shall be done according to standards of quality determined by the Trust, in the reasonable exercise of its discretion, taking into account the nature of the areas under construction, and shall not be of a lesser quality than that presently found elsewhere in the concourse system. Conceptual drawings reasonably describing the nature and extent of the work to be done shall be provided to HRA/City prior to the onset of construction. In no event shall the City be required to provide monies under the provisions of this contract for any improvements or construction which are not clearly identifiable as part of the skyway system. Construction and remodeling work done to tenant spaces affected by this project, to the extent such work is made reasonably necessary by this project, shall be considered clearly identifiable as part of the Skyway System. The City will reimburse Trust only for actual costs incurred, which costs shall be submitted in detail to the City prior to payment.

9. All costs for the construction and completion of the pedestrian concourse areas within the FCB Building and the Trust Building, except as otherwise specifically provided for herein shall be borne by HRA.

EASEMENTS AND HOURS

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10. FCB and Trust each hereby agree to grant to the City a public easement for the pedestrian skyway system through the FCB Building and the Trust Building, all in accordance with Exhibit B attached hereto. Said easements to be granted by FCB and Trust shall be in the form attached hereto as Exhibit C and shall grant to the public the right of use of said pedestrian skyway system through the Trust Building and FCB Building 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 concourse provided for in the Trust Building and the FCB Building 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 Sunday. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

11. The new public easement through the Trust Building shall be in accordance with Exhibit B herein and shall commence at the easterly property line of the Trust Building, where the skyway bridge over Robert Street to the FCB Building connects to the Trust Building and shall extend in a westerly direction

to the existing pedestrian concourse in the Trust Building.

12. The public easement through the FCB Building shall be in accordance with Exhibit B herein, and shall commence at the westerly property line of the FCB Building where the skyway bridge over Robert Street connects to the FCB Building, and shall extend in a generally easterly direction as shown on Exhibit B. Such easement shall include portions on both first and second levels of said Building and shall include the stairs and elevator as shown on Exhibit B. The elevator shall operate at all times the System is open so as to permit use by the handicapped. The public easement for the extension of the System easterly through the FCB Building from the area indicated on Exhibit B shall be according to an agreement to be arrived at in the future.

13. The public easement 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.

14. Said easement shall be more particularly described, at HRA expense, after survey of the completed pedestrian concourse public easement area by a registered land surveyor. The Trust and FCB shall have the right to review the completed survey for accuracy, and any errors shall be corrected at HRA expense.

15. FCB and Trust agree that the pedestrian concourse within the easement herein described and the adjacent access

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public 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.

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

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

VACATION AND QUIT CLAIM OF PORTIONS OF EASEMENT

18. Trust will initiate vacation proceedings by proper petition under Chapter 228 of the Saint Paul Legislative Code with respect to the four separate areas as described and shown in Exhibits D, E and F hereto, and in this paragraph, and use its best efforts to complete such proceedings as and in compliance with said Chapter 228. HRA will use its best efforts to cooperate with and bring to a successful conclusion such proceedings. This agreement is expressly conditioned upon (a) the final completion by the City of vacation proceedings in

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accordance with the terms and conditions contained in this agreement, and (b) the filing by Trust of an acceptance in writing of all the conditions contained in the vacation resolution passed by the City Council and approved by the Mayor as required by law to complete such vacation.

Three separate areas to be vacated are described and shown on Exhibits D, E and F attached hereto. The fourth separate area shall be a free standing kiosk area located approximately in the center of the skyway pedestrian concourse in the Trust Building, northerly of the elevators and westerly from the top of the escalators. The size, shape, exact location, use and any future change of use of the kiosk area shall be decided upon by the Trust, subject to the approval of HRA and City, which approval shall not be unreasonably withheld; provided, however, that before the initial construction is commenced in the vacated kiosk area, Trust shall erect a temporary fence or barrier in such area for the purpose of determining whether unreasonable pedestrian traffic congestion will result therefrom. The areas shown and described on Exhibits D and F shall be extensions of retail operations presently contiguous to said areas and shall not be used as separate facilities. The area shown and described in Exhibit E shall be used for retail or service to the public using the skyway. The kiosk area shall be used for information, safety, security, service to the public or retail purposes. All designs of storefronts and graphics attached thereto for the portions of easements to be vacated as shown and described in Exhibits D, E and F and for the kiosk area shall be submitted by the Trust to HRA and the City for approval, which approval shall not be unreasonably withheld. If the submissions by the Trust are consistent in quality and design with storefronts and graphics presently in use in the

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pedestrian concourse system, but nevertheless HRA or the City requires changes which increase the cost, then HRA or the City shall be liable for such additional cost. With respect to any materials submitted to HRA and the City for approval pursuant to this paragraph, failure by HRA and City to deliver written disapproval to the Trust within fourteen calendar days following the date of submission shall be conclusive proof that approval has been granted.

In the event the vacation resolution passed by the Council of the City of Saint Paul pursuant to Chapter 228 contains terms and conditions inconsistent or in conflict with this agreement, or does not vacate the easement portions described in Exhibits D, E and F and the kiosk area, this agreement is null and void and no party is bound by any of its terms, and Trust is not required to accept said terms and conditions in writing or comply therewith as would otherwise be required by Chapter 228 and this agreement. In the event the vacation resolution passed by the Council of the City of Saint Paul is consistent with this agreement, Trust shall accept its terms and conditions in writing, comply with its requirements, and otherwise comply with the requirements of Chapter 228. Trust shall not be required to pay any monetary compensation as a condition of and for the vacation of such easements, it being agreed by and between the parties hereto that Trust's execution and performance of this agreement shall be adequate compensation therefor.

Upon filing by the City Clerk of the Certificate of Completion of vacation under Section 228.07 of the Saint Paul

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Legislative Code, City and HRA shall convey by quit claim deed any and all right, title and interest they may have in the portions of easements so vacated as shown and described in Exhibits D, E and F and the kiosk area. Trust may take possession of such areas upon the filing of said certificate.

OPERATION, MAINTENANCE AND REPAIR

19. FCB and Trust agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge to a reasonable standard of safety and cleanliness. HRA shall transfer to FCB and the Trust all plans, specifications, drawings, operating manuals, written warranties, or copies thereof, 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.

20. FCB and Trust further agree to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts at their sole expense, without cost to the City or HRA. Such maintenance shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement, roof maintenance, repainting, light bulb replacement and light fixture cleaning. Except for routine repairs and replacement or when an emergency situation requires rapid action, HRA and City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge, which plans and specifications shall be subject to their reasonable and timely approval

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or disapproval before commencement of the work contemplated therein. Lack of action to approve or disapprove within 14 calendar days shall be deemed approval.

21. FCB and Trust 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 FCB will provide, at no cost to Trust, HRA or City, all initial necessary systems and equipment to supply all HVAC, electrical and other operating utilities for said skyway bridge.

22. FCB hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the FCB Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse; and Trust similarly so agrees with respect to the new pedestrian concourse on and within its property. Except for routine repairs and replacement or when an emergency situation requires rapid action, HRA and City shall be furnished with plans and specifications for all additions, alterations, 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 to approve or disapprove within 14 calendar days shall be deemed approval. If FCB and Trust use or install carpet or other non-permanent flooring material for concourse corridors, FCB and Trust 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 FCB, or

by City and Trust, 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.

2108761 23. If FCB and Trust 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 incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting property owner(s) or their sureties as applicable; provided, however, that the City retains the right to assess such costs against the party(ies) as a local improvement in the manner provided by law. 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 the curing of the condition.

24. 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 HRA and/or City before installation. Nothing herein contained shall prevent the

installation and maintenance of skyway directional sign(s). Plans for all signage shall be submitted to City prior to sign construction and installation, but the City's approval shall not be required. Such signage shall be comparable to that existing elsewhere in the System, shall not be confusingly similar to the skyway directional signs, and shall be consistent with good design practices.

25. In the event any portion of the easement granted to HRA by the Trust or FCB pursuant to this agreement shall be unnecessary for the accomplishment of the public purposes of the pedestrian concourse system, and the remaining concourse areas shall continue to conform to those standards of size, accessibility, safety, appearance, comfort, and public convenience, which generally characterize the System as it presently exists, then the Trust or FCB may petition the City for the vacation and conveyance by quit claim deed to the Trust or FCB of such space located within the Trust or FCB Building, and the appropriate HRA and City staff in the Department of Planning and Economic Development shall support such petition and favorably recommend it to the City Council. If the Trust or FCB shall submit a petition to such HRA and City staff pursuant to this paragraph, and the petition is not disapproved in writing within 20 calendar days after the date of submission, then the approval of such HRA and City staff, and their favorable recommendation to the City Council, shall be conclusively presumed. In the event the City Council passes and approves a resolution vacating any such areas, additional compensation shall not be required for such areas pursuant to Section 228.05(a) of the Saint Paul Legislative Code.

SURETY BONDS AND INSURANCE

26. FCB and Trust shall together furnish and maintain a surety bond in the amount of \$100,000.00 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said property owners shall indemnify and hold harmless the City in accordance with said Ordinance against all

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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 HRA shall procure from the general contractor and provide to the parties, documentation evidencing that the general contractor is maintaining throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1, herein, naming the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4. General Conditions, and Section 6, Special Conditions of the construction contract.

27. Insurance required by paragraph 29 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by FCB and Trust and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that FCB and Trust shall enter into as provided herein.

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28. Insurance required hereunder for hazard and liability for the areas designated as easements for the pedestrian concourse shall be a maintenance cost to be assumed respectively by FCB and Trust for the portions located within their buildings.

29. FCB and Trust 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, \$500,000.00 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.

30. Notwithstanding anything herein contained to the contrary, neither FCB nor the Trust shall be required to furnish and maintain any surety bond or insurance for any period of time prior to the date the skyway bridge shall be opened to public use.

DIRECTIONAL SIGNS

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31. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined jointly by the HRA and FCB, or Trust and HRA, for their respective portions. HRA shall pay the initial cost of such signs. The cost of installing electrical connections, including 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 7 and 8 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose property 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 HRA, 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

32. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16643 as adopted by the Council of the City of Saint Paul, and all its terms and conditions are

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incorporated herein by reference. All parties hereto, other than HRA and City, are considered to be permittee's successors under the terms of said Ordinance, except with respect to the obligations of the permittee for initial construction of said bridge under Sections 2(a) and 2(n) of said Ordinance.

33. 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.

34. 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.

35. It is understood that this Agreement does not govern the relationships and agreements by and among FCB and Trust, themselves to each other, other than the requirements of paragraph 21 above.

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

37. 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

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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 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, and shall include therefor, FCB and Trust.

38. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to FCB and Trust, the obligations and duties contained in paragraphs 19, 20, 23, 24, 26 and 29 herein above, as to said skyway bridge, shall become operative.

39. Upon substantial completion of the pedestrian concourse, HRA shall give written notice of such completion to FCB and the Trust. Seven (7) days thereafter the obligations and duties contained in paragraphs 10, 22, 23, 24, 28 and 29, herein above, as to said pedestrian concourse, shall become operative.

40. 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
Renewal Administrator
12th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

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

b. To: James R. Miller
Saint Paul Property Administration, Inc.
1810 American National Bank Building
Fifth and Minnesota Streets
St. Paul, Minnesota 55101

San Francisco Real Estate Investors
615 Battery Street, Suite 600
San Francisco, California 94111

The Federal Land Bank of St. Paul
375 Jackson Street
St. Paul, Minnesota 55101

Federal Intermediate Credit Bank of
St. Paul
375 Jackson Street
St. Paul, Minnesota 55101

St. Paul Bank for Cooperatives
375 Jackson Street
St. Paul, Minnesota 55101

Farm Credit Banks Director
of Services
375 Jackson Street
St. Paul, Minnesota 55101

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

SAVINGS CLAUSE

42. The General Policy Statement For The Construction of the Saint Paul Skyway System, attached hereto as Exhibit G, (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 supersede and be controlling.

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

By

Its

By

Its

By

Its

APPROVED AS TO FORM

Philip B. Byrne
Asst City Atty 10-1-66

CITY OF SAINT PAUL

By

Its Mayor

By

Its Director, Department of Planning
and Economic Development

By

Its Director, Department of Finance
and Managerial Services

Its City Clerk

OFFICE OF City Attorney
617 City Hall
St. Paul, Minn 55102

94080-733-003

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THE FEDERAL LAND BANK OF ST. PAUL

By Roger L. Scholten
Its

By James H. Scholten
Its

FEDERAL INTERMEDIATE CREDIT BANK
OF ST. PAUL

By Neil N. Scholten
Its

By James H. Scholten
Its

ST. PAUL BANK FOR COOPERATIVES

By James H. Scholten
Its

By James H. Scholten
Its

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SAN FRANCISCO REAL ESTATE INVESTORS

By *[Signature]*
Its

6/1/40

By
Its

SAINT PAUL PROPERTY ADMINISTRATION, INC.

By *[Signature]*
Its *[Signature]*

By
Its

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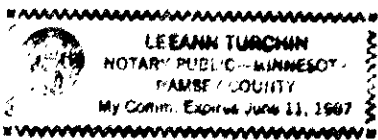
STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 15th day of October, 1980, before me,
a Notary Public within and for said County, appeared _____
James McNeil and Richard A. Hume, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the Acting President and Assistant Secretary
of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT
PAUL, MINNESOTA, a Minnesota public body corporate and politic,
that said instrument was signed by authority of its Board of
Commissioners and said James McNeil and _____
Richard A. Hume acknowledged said instrument was the free
act and deed of said corporation.

Rosemary J. Little

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 14th day of October, 1980, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



[Signature]

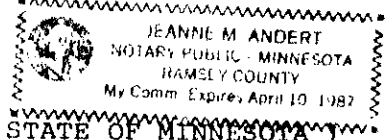
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 9th day of October, 1980, by GARY E. STOUT, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

[Signature: Sharon J. Peterson]

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

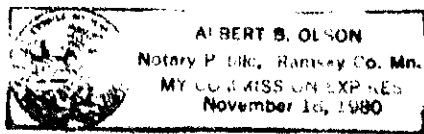
The foregoing instrument was acknowledged before me this 24th day of October, 1980, by BERNARD J. CARLSON, Director of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



[Signature: Jeanne M. Andert]

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 14th day of October, 1980, by ROSE MIX, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



[Signature: Albert B. Olson]

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 17th day of November, 1941, before
me, a Notary Public in and for said County, appeared Paul H.
Quaranta and _____, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the General Superintendent and _____
of the FEDERAL INTERMEDIATE CREDIT BANK OF ST. PAUL, a federally
chartered corporation, that said instrument was signed by the
authority of its Board of Directors and said Paul H. Quaranta
and _____ acknowledged said instrument was the
free act and deed of said corporation.

Paul H. Quaranta
General Superintendent

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 17th day of November, 19 80, before me,
a Notary Public, within and for said County, appeared John D.
Goldstein and _____, to me personally known,
who, being each by me duly sworn, did say that they are respec-
tively the Vice President and _____
of the ST. PAUL BANK FOR COOPERATIVES, a federally chartered
corporation, and that said instrument was signed by the authority
of its Board of Directors, and said John D. Goldstein
and _____ acknowledged said instrument was the
free act and deed of said corporation.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

2105761

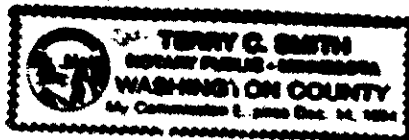
On this 12th day of November, 19 11, before me,
a Notary Public in and for said County, appeared Page 2
John A. ... and ..., to me personally known,
who, being each by me duly sworn, did say that they are respectively
the ... of THE
FEDERAL LAND BANK OF ST. PAUL, a federally chartered corporation,
that said instrument was signed by the authority of its Board of
Directors, and said Page 2 ... and ...
... acknowledged said instrument was the free act and
deed of said corporation.

...
...

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 5th day of November, 1912, before me, a
Notary Public within and for said County, appeared HARRY E
Olson and _____, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the Vice Presidents and _____
of SAN FRANCISCO REAL ESTATE INVESTORS, a California real estate
investment trust, and that said instrument was signed by authority
of its Board of Directors, and said HARRY E OLSON
and _____ acknowledged said instrument was the
free act and deed of said corporation.

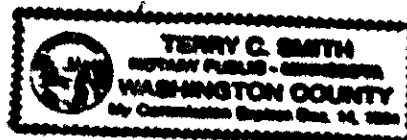
Terry C. Smith



STATE OF MINNESOTA)
COUNTY OF RAINIER) SS.

On this 5th day of NOVEMBER, 19 40, before
me a Notary Public within and for said County, appeared
JAMES R. MUEER and _____, to
me personally known, who, being each by me duly sworn, did say
that they are respectively the PRESIDENT and
_____ of SAINT PAUL PROPERTY ADMINISTRATION,
INC., a Minnesota corporation, that said instrument was signed
by authority of its Board of Directors, and said JAMES R. MUEER
and _____ acknowledged said instrument was the
free act and deed of said corporation.

Terry C. Smith



CITY OF SAINT PAUL

Ordinance

FILE NO.

ORD. NO.

274470

166-3

Presented By

Referred To

Out of Committee By

Committee

Date

1961

AN ORDINANCE MAKING PROVISION THEREFORE AND GRANTING
UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE
CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION,
AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO
CONSTRUCT, MAINTAIN AND OPERATE AN OVERHEAD PEDESTRIAN
PASSAGEWAY ACROSS ROBERT STREET BETWEEN THE
INTERSECTION THEREWITH OF EAST FIFTH STREET AND EAST
SIXTH STREET. SAID OVERHEAD PEDESTRIAN PASSAGEWAY
TO BE EXTENDED FROM THE AMERICAN NATIONAL BANK BUILD-
ING ON THE WEST SIDE OF ROBERT STREET TO THE FARM
CREDIT BANK ADDITION ON THE EAST SIDE OF ROBERT STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority are hereby granted to the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota
Corporation and/or its successors in interest to construct, maintain and
operate an overhead pedestrian passageway across Robert Street between
the intersection thereof with of East Fifth Street and East Sixth Street.
Said overhead pedestrian passageway to be extended from the American Nat-
ional Bank Building on the west side of Robert Street to the Farm Credit
Bank Addition on the east side of Robert Street.

COUNCILMEN

Yeas

Nays

Butler
Hozza
Hunt
Levine
Maddox
Shawalter
Tedesco

In Favor

Against

Adopted by Council

Date

Certified Passed by Council Secretary

By

Approved by Mayor

Date

By

Requested by Department of

Public Works

By

Donald E. Nygaard, Director

(TJE/RAE)

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

33

EXH. A

2108761

Section 2.

2108761

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

- a. That said permittee and/or its successors in interest shall at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, Statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain and operate said overhead pedestrian passageway hereunder;
- b. That said permittee shall pay the costs for the publication of this Ordinance;
- c. That said permittee shall pay the costs of administration, engineering and inspection incurred by the Department of Public Works due to this undertaking. Said costs are estimated to be a sum of One Thousand Dollars (\$1,000.00) and shall be accounted for under a separate Department of Public Works Project Number.
- d. That said permittee shall furnish the Department of Public Works all documents of record for said overhead pedestrian passageway that are part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings, and tracings of shop plans;
- e. That said permittee shall construct said overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works. Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;
- f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless, and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses,

on any part of Robert Street shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate said overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel, such maintenance to include, but shall not be limited to, glass floor, metal trim and hardware cleaning, polishing and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within said bridge to maintain temperatures comparable to that normally maintained within heated and airconditioned office spaces, except as may be altered by energy conservation guidelines;

- i. That said permittee and/or its successors in interest shall at all times, construct and maintain all of the supports of said overhead pedestrian passageway entirely within the lines of the subject private real estate and entirely without public street right-of-way;
- j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of said overhead pedestrian passageway shall make necessary the closing of Robert Street or any part thereof; all expenses incurred by the Traffic Bureau in furnishing, installing, or removing barricades, signs, and other control devices shall be paid by the permittee;
- k. That said permittee and/or its successors in interest shall not use any part of said overhead pedestrian passageway for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;
- l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance and operation of said overhead pedestrian passageway hereunder, provide a minimum vertical clearance of at least 17 feet 4 inches between and throughout the course of the bottom of said structure and the surface of Robert Street, except as may be altered by the city's future street work;
- m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;

2105761

- n. That said permittee and/or its successors in interest shall complete the construction and erection of said overhead pedestrian passageway by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under paragraph (o) below;
- o. That said permittee shall notify the City Bridge Engineer of the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection of said overhead pedestrian passageway hereunder;
- p. That said overhead pedestrian passageway shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of said structure from said location;
- q. That said permittee shall, within the period of ten days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;
- r. That upon the execution of an Agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the applicable building/property owners respecting the aforesaid pedestrian passageway, the permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, the applicable building/property owners, shall assume such obligations including responsibility for paying the insurance premiums of said overhead pedestrian passageway connecting their buildings and responsibility for providing the maintenance, repair and operation of same;
- s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the

City of Saint Paul a Surety Bond in the amount of One Hundred Thousand Dollars (\$100,000.00) for said overhead pedestrian passageway, made and executed by said permittee's successors in interest as Principal, and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as Surety, to and in favor of the City of Saint Paul as obligee, conditioned upon the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain, operate or repair said overhead pedestrian passageway to a reasonable standard of safety, or fail to remove said overhead pedestrian passageway hereunder upon order by the Council, the City of Saint Paul may undertake the maintenance, operation, repair or removal thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in full force and effect as long as said overhead pedestrian passageway or any part thereof remains within the public street rights-of way. The 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;

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

City of Saint Paul
City Clerk

CITY OF SAINT PAUL

Council
File NO

Ordinance

Ordinance NO

Presented By

Referred To

Committee

Date

Out of Committee By

Date

2108761

Section 3.

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

COUNCILMEN

Yea: _____

Nay: _____

Order _____

Yea: _____

Nay: _____

Order _____

Yea: _____

Nay: _____

Order _____

Yea: _____

Nay: _____

Order _____

Yea: _____

Nay: _____

Order _____

Yea: _____

Nay: _____

Order _____

In Favor

Against

MAR 11 1980

Date

City Clerk

City Clerk

City Clerk

City Clerk

City Clerk

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Requested by Mr. _____

PUBLIC WORKS

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

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By _____

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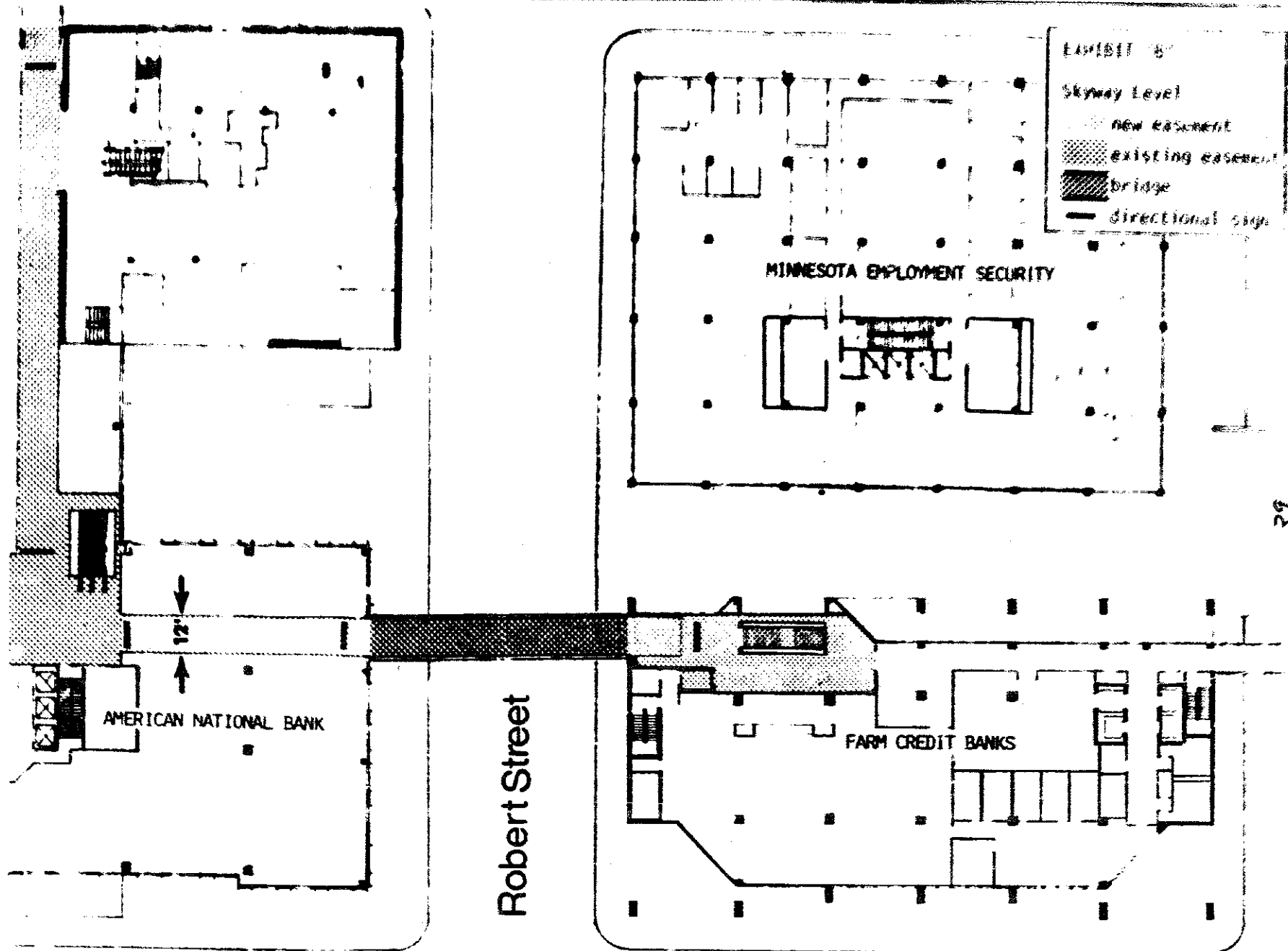
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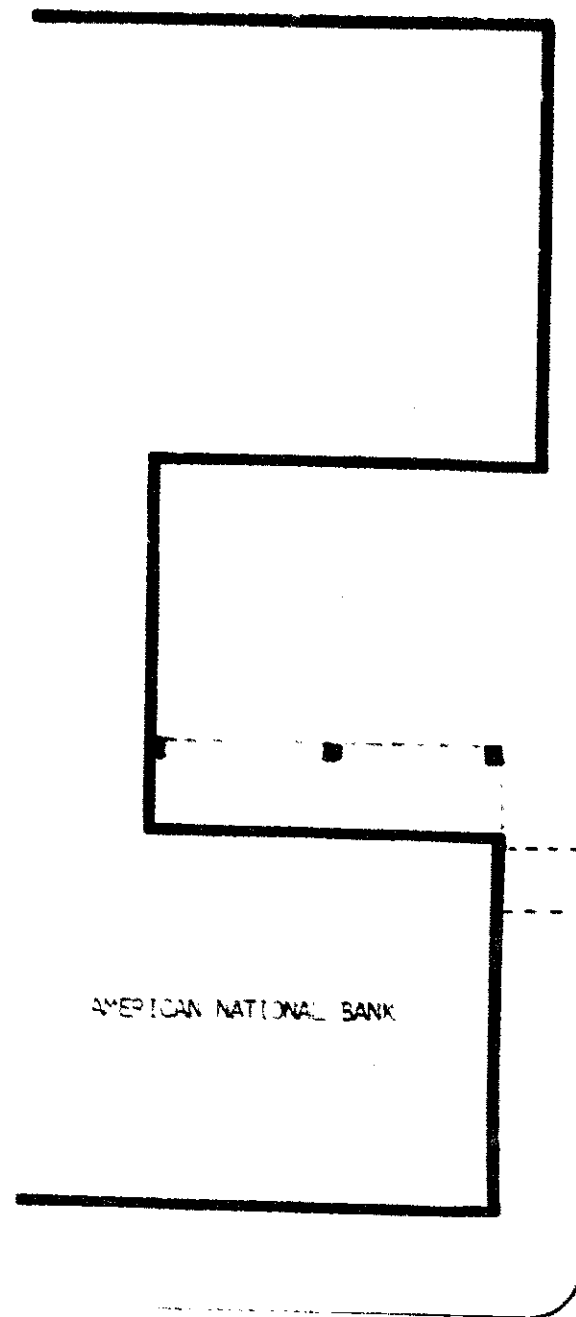
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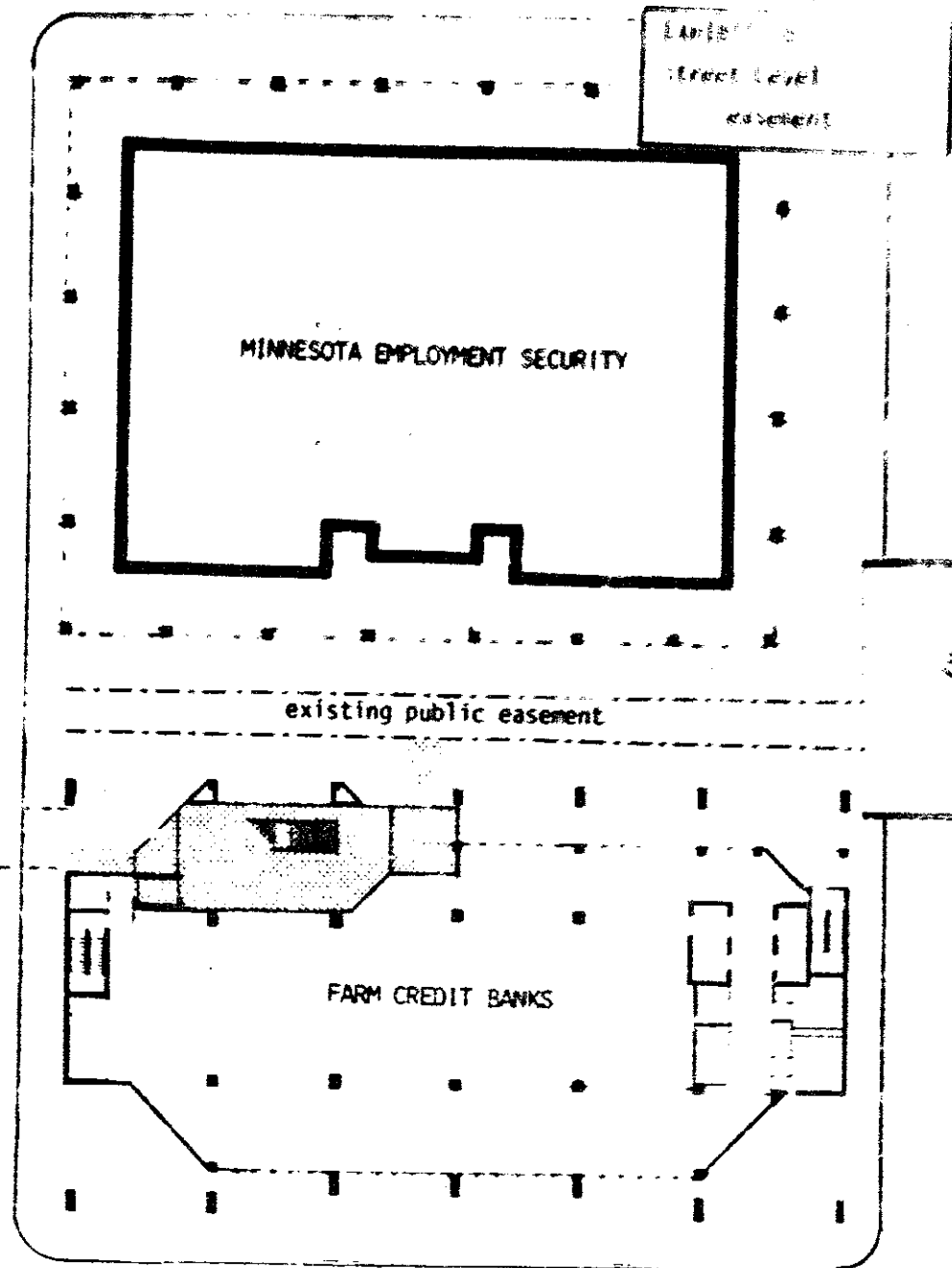
1928012

Fifth Street



AMERICAN NATIONAL BANK

Robert Street



LAP 187
Street Level
easement

MINNESOTA EMPLOYMENT SECURITY

existing public easement

FARM CREDIT BANKS

1928012

Fifth Street

GRANT OF EASEMENT

CITY OF SAINT PAUL
WHEREAS, _____ is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit _____, attached hereto, hereinafter called "Grantor's Property", and is referred to herein as "Grantor"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, 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 respective successors and assigns, hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for the use and benefit of the public for public pedestrian ingress, egress and transit in, through and over the Grantor's Property and the structures thereon described as follows:

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

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

The public's right herein to ingress and egress and pedestrian transit in and through the easement area 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 the Grantor or its successors or assigns, from time to time determine. This

Exhibit C

4/

2108761

provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict the City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

Grantor reserves unto itself the unconditional right and privilege of selling, conveying and transferring Grantor's Property as described above or any interest therein to any corporation, corporations, trust, trusts, individual(s), partnerships, or other form of venture. In the event of transfer of the Property, the Grantor (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 Grantor (seller) contained in the aforesaid Agreement thereafter to be performed; provided that Grantor's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor thereunder and hereunder.

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 approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, 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 the easement granted herein is vacated, abandoned or terminated in the manner permitted by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, in substantially the same location, Grantor, its successors and assigns.

2108761

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

2108761

All that part of Lots 3 and 14, Block 11, City of St. Paul,
(St. Paul Proper) lying within the following described lines:

Commencing at the Southwesterly corner of said Block 11,
thence S 89°30'40" E (assumed bearing) 2.0 feet along
the Southerly line of said Block 11, thence N 0°05'05"
W 46.17 feet along the Easterly line of Minnesota Street
as widened 2.0 feet; thence S 89°50' E 40.65 feet; thence
N 0°19' E 50.87 feet; thence S 89°41' E 1.6 feet; thence
N 0°19' E 60.4 feet; thence S 89°41' E 4.33 feet; thence N
45°54' E 25.26 feet; thence S 89°30'40" E 59.96 feet along
the Northerly boundary line of the Transamerica Building;
thence S 44°33' E 62.56 feet; thence S 89°41' E 32.79 feet;
thence N 0°30' E 15.53 feet to the point of beginning of
the easement herein described; thence S 89°48' E 16.53 feet;
thence N 0°30' E 6.01 feet; thence N 89°48' W 21.11 feet;
thence S 0°30' W 6.01 feet; thence S 89°48' E 4.58 feet
to the point of beginning.

The said easement is limited in height from the surface of the
walkway at elevation 83.6 feet upward to the second floor
ceiling at elevation 93.6 feet. All elevations are City
Datum.

Contains: 127 sq. ft. m.o.l.

EXHIBIT D

2105761

All that part of Lots 9 and 10, Block 11, City of Saint Paul, (St. Paul Proper) lying within the following described lines: Commencing at the Southwesterly corner of said Block 11, thence S 89°30'40" E (assumed bearing) 2.0 feet along the Southerly line of said Block 11; thence N 0°05'05" W 46.17 feet along the Easterly line of Minnesota Street as widened 2.0 feet; thence S 89°50' E 40.65 feet; thence N 0°19' E 50.87 feet; thence N 89° 41' W 8.55 feet across the escalator base plate at the second floor level to the point of beginning of the easement herein described, thence S 0°19' W 4.8 feet; thence N 89°41' W 12.75 feet; thence N 0° 19' E 2.25 feet; thence N 89°41' W 2.0 feet; thence N 0°19' E 34.6 feet; thence S 89°41' E 2.0 feet; thence N 0°19' E 0.5 feet; thence S 89°41' E 6.80 feet; thence S 44°41'E 6.15 feet; thence S 0°19' W 28.2 feet; thence S 89°41' E 1.6 feet to the point of beginning; subject to access for repair and maintenance of escalator handrails, housing, and key access.

The said easement is limited in height from the surface of the walkway at elevation 83.6 feet upward to second floor ceiling at elevation 93.6 feet except the East 8.15 feet to the North 30.85 feet thereof, which ceiling is at elevation 95.6 feet. All elevations are City Datum.

Contains 484 sq. ft., m.o.l.

EXHIBIT E

45

2105761

All that part of Lot 14, Block 11, City of St. Paul, (St. Paul Proper) lying within the following described lines:

Commencing at the Southwesterly corner of said Block 11, thence S 89°30'40" E (assumed bearing) 2.0 feet along the Southerly line of said Block 11, thence N 0°05'05" W 46.17 feet along the Easterly line of Minnesota Street as widened 2.0 feet; thence S 89°50' E 40.65 feet; thence N 0°19' E 50.87 feet; thence S 89°41' E 1.6 feet; thence N 0°19' E 60.4 feet; thence S 89°41' E 4.33 feet; thence N 45°54' E 25.26 feet; thence S 89°30'40" E 59.96 feet along the Northerly boundary line of the Transamerica Building; thence S 44°33' E 62.56 feet; thence S 89°41' E 32.79 feet; thence S 0°30' W 11.6 feet; thence S 89°41' E 16.78 feet across the escalator plate; thence S 0°19' W 7.53 feet; thence S 89°41' E 1.0 feet; thence S 0°19' W 12.0 feet; thence N 89°41' W 2.61 feet to the point of beginning of the easement herein described; thence S 0°19' W 4.35 feet; thence N 89°41' W 14.83 feet; thence N 0°19' E 4.35 feet; thence S 89°41' E 14.83 feet to the point of beginning.

The said easement is limited in height from the surface of the walkway at elevation 83.6 feet upward to the second floor ceiling at elevation 93.6 feet. All elevations are City Datum.

Contains 65 sq. feet, m.o.l.

EXHIBIT F

46

2108761

All that part of Lot 14, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Southwesterly corner of said Block 11, thence S 89°30'40" E (assumed bearing) 2.0 feet along the Southerly line of said Block 11; thence N 0°05'05" W 46.17 feet along the Easterly line of Minnesota Street as widened 20 feet; thence S 89°50' E 40.65 feet; thence N 0°19' E 50.87 feet; thence S 89°41' E 1.6 feet; thence N 0°19' E 60.4 feet; thence S 89°41' E 4.33 feet; thence N 45°54' E 25.26 feet; thence S 89°30'40" E 59.96 feet along the Northerly boundary line of the Transamerica Building; thence S 44°33' E 62.56 feet; thence S 89°41' E 32.79 feet; thence S 0°30' W 11.6 feet; thence S 89°41' E 16.78 feet across the escalator plate; thence S 0°19' W 7.53 feet; thence S 89°41' E 1.0 feet; thence S 0°19' W 12.0 feet; thence N 89°41' W 2.61 feet; thence S 0°19' W 4.35 feet; thence N 89°41' W 37.72 feet; thence N 0°17' E 11.8 feet to the point of beginning of the easement herein described, thence continuing N 0°17' E 10.0 feet; thence S 89°41' E 10.0 feet; thence S 0°17' W 10.0 feet; thence N 89°41' W 10.0 feet to the point of beginning.

The said easement is limited in height from the surface of the walkway at elevation 83.6 feet upward to the second floor ceiling at elevation 95.6 feet. All elevations are City Datum.

Contains 100 sq. feet.

KIOSK AREA

2108761

**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
Adopted by the
Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota

EXHIBIT G 48

GENERAL POLICY STATEMENT
FOR CONSTRUCTION OF
THE SAINT PAUL SKYWAY SYSTEM

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A. PURPOSE AND GENERAL DESCRIPTION

Beginning with the Downtown Urban Renewal Project Area—Minn. R-20, the Housing and Redevelopment Authority of the City of Saint Paul has developed a skyway system in downtown Saint Paul.

As used herein, the term "skyway system" is inclusive and encompasses the following: (1) concourse corridors, (2) node points in the concourse corridors, including, where feasible, one major node central to each block, generally at the point where several concourse corridors intersect, (3) bridges spanning streets, (4) certain vertical access facilities connecting the concourse corridors to public streets or other public property. The primary purpose of this skyway system is to divert pedestrians from the minimal width street level sidewalks, enabling pedestrian traffic to move in an enclosed environment protected from adverse weather and vehicular traffic. The skyway system has significantly reduced pedestrian-vehicle conflicts at street level, particularly during periods of peak traffic, thereby permitting a smoother flow of vehicular traffic and greater safety for the pedestrian.

Another important benefit of the skyway system is the opportunity afforded developers to provide shop and office space abutting the concourse. In the use of such shop space, the public will be unhindered by adverse weather conditions and traffic, thereby promoting the desirability of shopping and doing business in the connected buildings and contributing to the economic strength of Downtown Saint Paul. The skyway system, through the efforts of the developers, also may contain sculpture, water displays, artwork, and other elements contributing to the aesthetic and cultural enrichment of the citizens of the City, thereby becoming a focus of activity in the downtown area. The general location of the skyway system, including concourse corridors, nodes, vertical access facilities and bridges, is shown on the attached map.

B. DEVELOPMENT PREMISES AND CONSIDERATIONS

Incorporation of the public skyway system into private development and building ownership, presents some unique implications for both the public, owners, and redevelopers. With recognition of the public and private interests involved in the skyway system, certain premises have been established relating to the system, and these premises are basic to the regulations and development criteria established for the skyway system as set forth in succeeding sections. The following premises apply to the entire skyway system, even though portions of the system may be built by private building owners or developers:

1. The skyway system will be entirely enclosed and capable of being heated and cooled to a temperature comparable to that maintained in office and retail areas. The term "enclosed" shall mean protected from the weather, though the area of the skyway system need not necessarily be confined by its own walls. The concourse corridors and bridges will be constructed at a standard width of 12'0", with a larger area to be developed at nodal points. Those segments passing through existing improvements to remain will also be at a standard width of 12'0", except where in the judgment of the City, physical limitations of existing buildings, such as column spacing, fixed vertical element locations, window opening, etc., render achievement of a 12'0" width impractical, or would constitute an undue hardship to the owner. In such instances, a lesser width may be allowed.
2. The success, that is the degree of utilization of the skyway system, will be directly related to the convenience and comfort it affords pedestrians in the downtown.
3. Any and all public expenditures for the skyway system must be limited only to those improvements that are of public benefit. While adjacent buildings may derive peripheral benefit from a public skyway abutting their properties, no segment of the skyway system or its facilities that are of primary benefit to private interests can be constructed with public monies. The City shall reserve to itself the sole and final determination as to what improvements are of public benefit.
4. The skyway system must have a design identity of its own, distinguishing it from other areas with public access within buildings as an aid to citizens in finding their way throughout the system. Further, where public funds are expended for the skyway system, it must be possible to readily identify those areas publicly provided so that the citizens are cognizant of their right to use such areas. The system must possess directional clarity and be accessible, identifiable and continuous.
5. The skyway system must functionally and visually help to unify the downtown. It should be urban in character and should provide a variety of special experiences; it should not be of monolithic design throughout its length. The skyway system should possess a variety of floor to ceiling heights and abut spaces of varying design and activities. Nevertheless, it must still possess enough common elements to provide the directional clarity, continuity and identity required.

C. SKYWAY SYSTEM ELEMENTS DEFINED

The skyway system consists of five elements:

1. Concourse Corridors - Concourse corridors will run through a block from building face to building face connecting to a skyway bridge. The primary public purpose of such concourse corridors is the accommodation of pedestrian travel from point to point, and as such, a standard width of 12'0" is established for such elements.
2. Nodes - Nodes are the points of intersection of several concourse corridors and/or the location of a vertical access facility. At such points, pedestrian traffic is likely to be heavier and moving in varying directions, directional decisions are made, and other activities may be occurring. Such nodes must clearly possess a design identity and character separating them from abutting private areas. A node must be primarily oriented to the public purpose of accommodating pedestrian travel in the skyway system, including orientation, direction changes, and congregation or vertical movement to street level. The size and configuration of the node will be dependent upon the number of concourse corridors intersecting its location within the downtown and the overall skyway system, and the amount and nature of anticipated pedestrian activity within the node. The node must be large enough to accommodate anticipated pedestrian activity and to constitute a special area of importance within the overall skyway system. Therefore, a wider than 12-foot standard concourse area will be required, where possible, at one major node in each block and may be necessary at other nodes. Secondary nodes may also occur in some instances, especially at points of vertical access to the street. Where appropriate, such areas shall also have a width wider than the normal 12 feet appropriate for concourse corridors.

3. Bridges - Bridges generally span streets and sidewalks between property lines and perform essentially the same public function as concourse corridors; therefore, the bridges will be built with a standard clear width of 12'0". Also, the City of Saint Paul currently requires a minimum bridge height clearance of 17'6" at the center of the street which it spans. Bridges may span private property but must connect to an acceptable segment of the basic skyway system, giving access to a public street or other public property. Bridges will be of a permanent design throughout the downtown area, consisting basically of exposed steel reinforced concrete painted deep navy, with terrazzo floors and an egg crate grid luminous

4. Bridge Support Structures and Services - Bridge support structures will support the bridges at either end and will be contained within the buildings unless it is structurally necessary to provide bridge supports independent of the building. Bridge services are defined as those electrical and mechanical systems which provide heating, cooling and electrical service to the bridge. Also included is the roof drainage system.

5. Vertical Access Facilities - Vertical access facilities in the form of either stairs or escalators provide access to the concourse nodes, corridors, and the bridges from the street. Vertical access between the concourse and street level will be required throughout the skyway system with escalators being required at the principal points of access to the skyway system. Generally, vertical access must be provided at or near each end of the bridges crossing streets and may also be required at other locations within the system. Elevators will also be required within each building in the skyway system to provide vertical access for the handicapped.

D. COST SHARING AND FUNDING POLICY

The following cost sharing and funding policy applies to all skyway system elements (concourse corridors, nodes, bridges, bridge support structures and services and vertical access facilities) not under a construction contract at the time of the adoption of this policy by the City Council, unless otherwise specifically exempted from this policy by the City Council. Such skyway system elements specifically exempted by the City Council will be covered by the General Policy Statement - Pedestrian Concourse System-Downtown Urban Renewal Project-Minnesota R-20, as adopted by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Revised August, 1972.

This cost sharing and funding policy is considered to be consistent with St. Paul's adopted Capital Allocation Policies. The skyway system is considered to be a Service System Improvement and any proposal for an addition to the existing skyway system must be based on the merits of each proposal as to its economic benefit to the City. The sole and final determination for each addition to the existing skyway system will rest with the City Council.

1. bridges - The City will pay not more than one-half the total cost of each skyway bridge, including construction costs, architect's fees and other associated costs. The exact amount will be negotiated between appropriate City staff and benefitting building owners or developers. The City Council will make the final determination on the exact cost to be borne by the City.

2. Concourse Corridors and Nodes - Benefitting building owners or developers will pay all costs for constructing, remodeling or reconstructing their buildings to provide acceptable concourse corridors and nodes through their buildings.

3. Bridge Support Structures and Services - The developer or building owner at each end of the bridge will be responsible and will pay all costs for the provision of structural supports within the building, which are necessary to accommodate the bridge. The City will not be financially responsible for such increased structure to support the bridge, nor will the City build independent supports for the bridge at either end at its expense.

With respect to bridge services, the building owner or developer will design and connect the mechanical and electrical systems of its buildings to the bridges and supply to the bridge facilities the necessary heat, cooled air, and electrical power from the mechanical and electrical systems of its buildings, unless the building owner or developer is advised by the City that, for a specific bridge, a previously constructed building already contains such facilities. Where a bridge connects the improvements of one developer or building owner with that of another developer or building owner, each party so connected shall be responsible for agreeing as to how they will share the cost of providing the required mechanical and electrical services to the bridge. Such a cost-sharing agreement must be reached by the affected parties and submitted to the City for its approval prior to the start of bridge construction.

For bridges in new buildings for which the location is determined at the time of working drawing preparation, the developer's working drawing and specification will include mechanical and electrical equipment design, location and connections to supply necessary services to the bridges. For bridges where precise location is not yet determined at the time of working drawing completion on the building, the developer must agree to retain the service of its engineer at the time such bridge location is determined, to provide necessary design services.

The building owner or developer must agree to retain the services of its architect to provide information, drawings, documents, and to spend the time necessary with the City's architect in order to coordinate the provision of mechanical and electrical facilities to the bridge and to resolve all structural, aesthetic and related matters relative to bridge connections.

All such design, consultation and coordination will be accomplished in a timely manner so as to permit construction of the bridge as soon as the two buildings to which the bridge connects are capable of receiving the bridge.

4. Vertical Access Facilities - Vertical access facilities will be installed by the benefitting building owner or developer at no cost to the City. Existing vertical access facilities will be used wherever possible. The City Council may, at its sole and final determination, require the installation of escalators or elevators as part of the skyway system. The benefitting building owner or developer will pay the costs of such vertical access facilities.

5. Directional Signs - The City will pay for the manufacture of all illuminated directional sign boxes and faces within buildings. The benefitting building owner or developer will pay all costs for supports, electrical service, installation, operation, maintenance, repair and replacement of such signs. Such directional signs shall be installed by the building owner or developer prior to the opening of the skyway bridge, or bridges, for public use.

6. Hardship Determinations - If a benefitting building owner can show to the satisfaction of the City that the costs noted above constitute an economic and financial hardship, the City may consider financial assistance to any building owner (other than a developer) in an amount not to exceed the market value of the square footage of that part of the building which is required for second-level skyway easement purposes. Developers shall not be eligible for such hardship determination. As used in this section, developer shall mean that person, partnership, joint venture, or corporation who is constructing a building or building addition to which a skyway bridge will be connected.

In cases where the modification of mechanical and electrical equipment in a building proves economically infeasible, the City will consider providing the necessary mechanical and electrical equipment as part of the skyway bridge. The City will make the final determination as to whether modification of mechanical and electrical equipment is, in fact, economically infeasible. The City Council will make the final determination on all such hardship cases.

E. REQUIREMENTS FOR EXPENDITURE OF CITY FUNDS IN HARDSHIP CASES

1. Cost Estimates and Reimbursements - As requirements to the expenditure of City monies for skyway system construction where the City determines there is a hardship to the building owner, preliminary plans and cost estimates therefor will be submitted for approval by the City. In no event shall the City provide monies under the provisions of this document for improvements which are not clearly identifiable as part of the skyway system. The cost estimates provided by the owner will include the estimated square foot cost of all finishes integral to the area of the skyway system as set forth in Section F. Such cost information shall include estimated costs for approved vertical access facilities to be provided by the owner. If the building owner undertakes to have any of the above improvements done by a contractor other than the contractor being retained by the City to do the bridge construction, the City will reimburse the building owner only for actual costs incurred. Such costs must be proven to the satisfaction of the City.

2. Submission of Plans - Plans shall be submitted by the building owner for approval by the City, indicating all materials and finishes used in the skyway system and the architectural manner in which the skyway system is separated from abutting private building areas where the concourse occurs within the owner's building. The City will make certain additions to such drawings, including signs and other graphics, furniture, and other elements consistent with achieving identity and design continuity for each segment of the skyway system.

F. DESIGN AND MATERIALS REQUIREMENTS AND STANDARDS

In order to achieve the design identity, continuity, and ease of orientation necessary if the skyway system is to function effectively, the City has established certain design and materials requirements for the skyway system. The design of the skyway system within each block shall adhere to these requirements. With the exception of the design and construction of directional signs as noted in Section D.5., the developer or building owner shall be responsible for all costs of design, construction, installation, maintenance, replacement and repair of all items enumerated in this section.

1. Skyway System Symbol - A graphic symbol has been developed for the skyway system. Such symbol shall be used to indicate the location of the skyway system within the building in a manner approved by the City. No other use of the symbol will be permitted.

2. Skyway System Graphics - Graphics will play a vital role in orientation in the skyway system, and through consistency of design and placement, will also constitute a vital element in achieving skyway system identity. The City will be responsible for the design and location of all skyway system graphics; the types of graphics and general location criteria are as follows:

(a) Directional Signs - Directional signs are the largest and most conspicuous signs in the skyway system. They are used to give directions to streets and to major buildings in the skyway system. All directional signs will be attached to concourse ceilings (or suspended from the ceilings, depending on ceiling height), will be perpendicular to the axis of the concourse area in which they are located and will be the only such signs to be mounted in this manner. The most important of such signs will be illuminated. The building owner will provide: 1) support for the directional signs above the ceiling; 2) electrical services to the signs; 3) the pendants which connect the signs to the structure above the ceiling. The City has developed standard designs for the directional signs and will advise the developer or building owner of the specific location of the pendants and signs.

(b) Maps and Route Directories - Wall-mounted or free standing maps and route directions of the skyway system will be placed in prominent locations at the head of vertical access facilities, within nodes, or in other appropriate locations so that the pedestrian may, together with the directional signs, determine the skyway route to be used in order to arrive easily and quickly at a desired location.

3. Skyway Equipment - To achieve prominence and identity for major node areas, the building owner, with the approval of the City, is encouraged to provide skyway equipment in and near the node areas. Such equipment may include sculptures, decorative fountains, public telephones, public toilets, drinking fountains, kiosks for display of material of public interest, benches, trash receptacles, planter boxes and other equipment as approved by the City. The location of such equipment in or near node areas will be determined jointly by the City and the building owner or developer, based on analysis of expected traffic patterns within the node and to adjacent private areas. The City and the building owner or developer will jointly approve the design of all such elements to be placed within the skyway system.

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Wulgar

KRA et al

to

San Francisco et al

STATE OF MINNESOTA)
County of Ramsey) ss

Office of the County Recorder

This is to certify that the within instrument
was filed for record in this office at St. Paul
on the 3 day of May

A. D. 19 11 of 1132 block 9 M. and that
the same was recorded in St. Paul County
Records at Doc No 2108761

EUGENE H. GIBBONS
County Recorder

By

Deputy

Room 647
Phil Ayres