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Recd
St Paul
to
Public

STATE OF MINNESOTA	)	SS
County of Ramsey	)	
Office of the County Recorder		
This is to certify that the within instrument was filed for record in this office at St. Paul on the <u>4</u> day of <u>June</u> A.D. 19 <u>21</u> at <u>8:01</u> o'clock <u>A</u> . M, and that the same was recorded in Ramsey County Records as Doc. No. <u>2117293</u> .		
EUGENE H. GIBBONS COUNTY RECORDER		
By <u>Eugene H. Gibbons</u>		

City Clerk
Room 386

[Handwritten signature]

(7)

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JUN 4 8 07 AM '81

STATE OF MINNESOTA)
County of Ramsey) ss.
CITY OF SAINT PAUL)

I, Albert B. Olson, City Clerk
of the City of Saint Paul, Minnesota, do hereby certify that
I have compared the attached copy of Council File No. 276874
as adopted by the City Council May 19, 19⁸¹
and approved by the Mayor May 26, 19⁸¹
with the original thereof on file in my office.

I further certify that said copy is a true and correct copy
of said original and the whole thereof.

WITNESS my hand and the seal of the City of Saint Paul,
Minn. this 1ST day of June A.D. 19⁸¹



..... Albert B. Olson
City Clerk.

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WHITE
PINK
CANARY
BLUE
CITY CLERK
FINANCE
DEPARTMENT
MAYOR
City Attny/PBB

CITY OF SAINT PAUL

Council
File NO. 276874

Council Resolution

Presented By

Referred To

Committee:

Date

Out of Committee By

Date

BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain Pedestrian Concourse Agreement, dated March 10, 1978, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota; the City of Saint Paul; and Watson P. Davidson, Jr., and C.M. Bend, Jr., as Trustees and successors to the Davidson Company, attached hereto, which Agreement contains covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 8, 9 and 10. Block 17, City of Saint Paul
(St. Paul Proper);

and

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to file a certified copy of this Resolution (with attachment) in the Office of the County Recorder, Ramsey County.

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COUNCILMEN

Yeas

Nays

Hunt
Levine
Maddox
McMahon
Showalter
Tedesco
Wilson

6 In Favor

0 Against

Adopted by Council

Date

MAY 19 1981

Certified Passed by Council Secretary

By

MAY 26 1981

By Mayor

By Mayor

Requested by Department of:

By

Form Approved by City Attorney

By

Philip B. Byrne 4-30-81

Approved by Mayor for Submission to Council

By

By Mayor

PEDESTRIAN CONCOURSE AGREEMENT

THIS AGREEMENT made and entered into this 10th day of March, 1978,

by and between

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA,
a public body corporate and politic,
organized and existing under the laws
of the State of Minnesota, (herein-
after referred to as the "Authority");

and

THE CITY OF SAINT PAUL, MINNESOTA, a
municipal corporation organized and
existing under the laws of the State
of Minnesota (hereinafter referred to
as the "City");

and

WATSON P. DAVIDSON, JR. and C.M. BEND,
JR., as Trustees and successors to
Davidson Company (hereinafter referred
to as the "Company");

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Municipal Housing and Redevelopment Act, the Authority has undertaken a program for the clearance and reconstruction of blighted areas in the City of Saint Paul, Minnesota, and in this connection is engaged in carrying out a redevelopment project known as the DOWNTOWN URBAN RENEWAL AREA PROJECT MINN. R-20 (hereinafter called the "Project"); and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the Authority a redevelopment plan for the Project, designated "Redevelopment Plan for Downtown Urban Renewal Area" approved by the Authority on April 29, 1964, and approved by the Council of the City on May 15, 1964, by Resolution Council File No. 218124, which Plan, as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time, is hereinafter referred to as the "Redevelopment Plan"; and

WHEREAS, in order to enable the Authority to achieve the objectives of the Redevelopment Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for and in accordance with the uses specified in the Redevelopment Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the

Authority through a Contract for Loan and Capital Grant dated August 30, 1964, in the case of the Federal Government and a Cooperation Agreement, dated June 9, 1964, in the case of the City; and

WHEREAS, a major objective and element of the Redevelopment Plan is the separation of vehicular and pedestrian traffic within the Project area by redesign, widening and improvement of existing streets and the development of an upper level pedestrian system within easements through existing and new buildings spanning streets by means of overpasses or pedestrian bridges with provision for vertical access between streets and the upper level concourse system; and

WHEREAS, the City and the Authority have agreed upon the location of the several pedestrian bridges, as is set forth in the Cooperation Agreement hereinbefore referred to, and pedestrian bridges spanning Fourth Street between Robert and Jackson Streets (the "Fourth Street Bridge") and spanning Robert Street between Fourth and Fifth Streets (the "Robert Street Bridge") have been constructed; and

WHEREAS, the Company has constructed a pedestrian concourse within the Pioneer and Endicott Buildings and is willing to grant an easement to the public for pedestrian ingress and egress so as to create a pedestrian concourse segment from Fourth Street through the Pioneer and Endicott Buildings to the Jackson Ramp and to Robert Street;

NOW, THEREFORE, it is hereby agreed among the parties as follows:

1. The Authority has caused the Fourth Street and Robert Street Bridges to be constructed in accordance with plans and specifications prepared by the Authority and approved by the Department of Public Works of the City which bridges were constructed with Urban Renewal Bond Funds.

2. The Authority acknowledges that the Company has provided at its sole expense, electrical distribution panels, switches, wiring, electrical energy, and heating and cooling system, and ductwork within its improvements for the operation of the Fourth Street Bridge. The Company shall supply heated and cooled air, in season, within the Fourth Street Bridge comparable to that normally maintained within heated and air-conditioned rental office spaces. The HRA acknowledges that the Company has provided necessary downspout and building drains within its improvements to adequately drain the run-off collected by the drainage system within the Fourth Street Bridge.

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3. The Authority acknowledges that the Company has developed at its sole expense a second level pedestrian concourse system within the Pioneer and Endicott Buildings which connects to the Fourth Street and Robert Street Bridges and to the Jackson Ramp, substantially in accordance with the Second Floor Level Plan, attached hereto as Exhibit "A" and incorporated herein. Segment A (outlined in Exhibit A in red) is the vertical access within Company property from Fourth Street to the second level pedestrian concourse and has been completed and are hereby approved. Segment B (outlined in green on Exhibit A) is the structural support for the Robert Street Bridge and an escalator from the second level concourse to the ground level which have been completed and are hereby approved.

4. The Company shall, by the instrument attached hereto as Exhibit B, and incorporated herein by reference, grant easements of record for ingress, egress and pedestrian passage within the concourse system. The form of said Exhibit B is hereby approved and shall be executed and recorded with the Office of the County Recorder in and for Ramsey County as soon as practicable after this Agreement has been executed by the parties hereto. Nothing herein contained shall limit the right of the Company or its successors in interest to demolish the Pioneer or Endicott Buildings, or both of them. In the event the Pioneer or Endicott Buildings, or both of them, are demolished and are replaced by a building or buildings prior to the vacation or abandonment of the pedestrian concourse system, the Company or its successors in interest agree to grant new easements which will allow continuation of the pedestrian concourse system into, through and from said building or buildings. Subject to the hereinafter recited conditions, the Company shall have the right at any time to change the location of such easements, and the easements shall

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to provide, on the conditions that new easements are granted which permit the continuity of the pedestrian concourse and the Company installs a new pedestrian concourse on the new easement area at the Company's sole cost and expense.

In the event the Company elects to substitute a new easement location, it shall submit to the City the description thereof, and plans and specifications therefor, and proof of ability to pay and method of payment therefor for the approval of the City, which approval shall not be unreasonably withheld. The City shall have one hundred eighty (180) days after the submission in which to approve or reject the submission. If the City rejects the submission, it must do so in writing within the one hundred eighty (180) days period and in such writing set forth in detail the valid reasons for such rejection. In the event the City fails to reject the submission within said one hundred eighty (180) days period, the City's consent shall be conclusively presumed. The City shall not be required to approve any change in easement location unless the easement to be substituted therefor contains at least the same area and dimensions of the existing easement, and the improvements thereon are of the same character and quality of the initial concourse. When the City approves the substitution as aforesaid, the parties shall then join in the execution and delivery of an amendatory agreement in recordable form which designates the substitute location and terminates the easement over the old location effective upon completion of the construction of the new pedestrian concourse.

5. The Company ~~and~~ for its successor in interest shall maintain and operate the electrical and mechanical facilities in the pedestrian bridge spanning Fourth Street and concourse system within the Pioneer and Endicott Buildings at its sole cost and expense, shall keep and maintain said bridge and concourse system in repair and in a reasonably safe condition for pedestrian travel, and the facilities shall be operated during all hours that the system is open to the public. The Company ~~and~~ for its successor in interest further agrees to provide the necessary repairs and maintenance of the pedestrian bridge spanning Fourth Street, its integral parts and the concourse system within the Pioneer and Endicott Buildings at its sole expense and at no expense to the City and the Authority. Such maintenance shall include, but not be limited to, window, floor, and metal trim cleaning, polishing, repair and replacement; roof maintenance, repainting; light bulb replacement and light fixture cleaning. The Chief Engineer of the City shall be furnished with plans and specifications for all repairs, replacements, additions or alterations

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and

ment of the public way constituting the system, shall in addition to applicable law be a covenant running with the land and the grant of easement shall so provide. 276874

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6. The Company or its successor in interest shall furnish and maintain and pay all premium and other expenses for public liability and "All Risk" physical loss coverage in a duly licensed insurance company, wherein the City and the Authority shall be designated as co-insureds, said insurance containing the following minimum coverages: For personal injuries, including death, One Hundred Thousand Dollars (\$100,000.00) for each person, Three Hundred Thousand Dollars (\$300,000.00) for each occurrence; property damage to the extent of One Hundred Thousand Dollars (\$100,000.00) in any single accident. The "All Risk" physical loss shall provide coverage in the amount of the full replacement cost of the bridge.

7. The parties agree that in the construction, maintenance and operation of the concourse system within the Pioneer and Endicott Buildings they shall be bound by all codes and ordinances governing buildings and operations of improvements and relating to public thoroughfares insofar as applicable. The parties further agree that the concourse system constitutes a public way or thoroughfare subject to all the laws, codes and ordinances in effect from time to time governing public ways including construction, operation, maintenance, assessment or vacation and abandonment thereof.

8. The Authority proposes to enter into Pedestrian Concourse Agreements substantially similar to this Agreement with all redevelopers in the Downtown Urban Renewal Area in order to insure accomplishment of the objectives and specific concourse system provisions set forth in the Redevelopment Plan for said Project.

9. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon or enure to the benefit of the respective parties and their successors and assigns, and shall continue in force until such time as the concourse system or part thereof is vacated or abandoned in the manner required by law.

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to said bridge and concourse system, which plans and specifications shall be subject to his approval before commencement of the work contemplated therein.

In the event of a vacation or discontinuance of use of the concourse system or any part thereof pursuant to the law then in effect, and in the event that the Council of the City of Saint Paul shall require as a condition of vacation or discontinuance of use the removal of the pedestrian bridge spanning Fourth Street or the concourse system within the Pioneer and Endicott Buildings, then the Company ~~and~~ or its successor in interest agrees that it shall remove said pedestrian bridge, or said concourse system, and the abutting property shall be restored at its sole cost and expense.

In the event that the Company ~~and~~ or its successor in interest fails to maintain, repair or replace the pedestrian bridge spanning Fourth Street or the concourse system within the Pioneer and Endicott Buildings to a reasonable standard of safety, or shall fail to undertake maintenance repair of the system after receipt of thirty (30) days written demand thereof by the City to do so, the City may undertake the maintenance, repair or replacement thereof and may recover its reasonable cost incurred thereby from the Company ~~and~~ or its successor in interest; provided, however, that the City retains the right to assess such costs against the Company property as a local improvement in the manner provided by law.

The Company ~~and~~ or its successors in interest shall forever indemnify, defend, and hold harmless the City and the Authority against all expense and liability on account of all costs arising out of or connected with the maintenance, operation and/or removal of said pedestrian bridge and concourse system, and further conditioned upon the Company ~~and~~ or its successor in interest complying with all the terms and conditions expressed in and contained in this agreement.

This obligation shall be binding upon the Company and its successors and assigns, and its surety, and the obligations to pay costs for repairs, improvements

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all as of the day and year first above written.

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

In Presence of:

C. Anne A. Mattas
John A. Muntz

By [Signature]
Its President
By Delores Anderson
Its Secretary

Approved as to Form:

Ass't [Signature]
General Counsel

In Presence of:

CITY OF SAINT PAUL

By [Signature]
Its Mayor
By [Signature]
Its City Clerk

In Presence of:

Ernest C. Litter
Norman H. Holman

By Watson P. Davidson Jr.
Watson P. Davidson Jr.
By C. M. Bend Jr.
C. M. Bend, Jr.

As Trustees and Successors to Davidson
Company

Approved as to Form:

[Signature]
Attorney for Trustees and
Successors to Davidson
Company