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AUG 25 10 21 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. 277259
as adopted by the City Council..... August 11, 19⁸¹
and approved by the Mayor..... August 17, 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,
Minnesota this 20th day of August, 19⁸¹ A.D.

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



\$485 \$00.00 - A

PINK
CANARY
BLUE
FINANCE
DEPARTMENT
MAYOR
City Attny/PBB

CITY OF SAINT PAUL

Council
File NO. 277259

City Attny/PBB

Presented By

James W. Linn
Council Resolution

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 Midwest Federal-HRA Skyway Agreement, dated April 30, 1981, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota; the City of Saint Paul; and Midwest Federal Savings and Loan Association of Minneapolis, attached hereto, which Agreement contains covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 3, 4 and 5, Block 19, 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	4	In Favor
Levine		
Madden		
McMahon	0	Against
Shewalter		
Tedesco		
Wilson		

Adopted by Council: Date AUG 11 1981

Certified Passed by Council Secretary

By

Approved by Mayor: Date AUG 17 1981

By

Requested by Department of:

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

MIDWEST FEDERAL - HRA SKYWAY AGREEMENT

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THIS AGREEMENT is made and entered into this 30th day of April, 1981 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"; and the MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, hereinafter referred to as "Midwest."

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, Midwest is the owner of certain improvements located generally on the north-westerly portion of that Block bounded by Minnesota, Cedar, Fourth and Fifth Streets, more particularly described as Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, City of St. Paul (St. Paul Proper), which improvements are hereinafter referred to as the "Midwest Federal Building"; and

WHEREAS, an extension of the System through the Midwest Federal Building from the St. Paul Athletic Club Building on the south, to the Northwestern National Bank Building on the north, has been

2124645

approved as part of the Seventh Place Redevelopment Project Plan which plan was approved by the Council of the City of Saint Paul on December 5, 1978 in Council File No. 272155, and has been filed with the City Clerk of the City of Saint Paul; and

WHEREAS, a skyway bridge over Fifth Street connecting the Midwest Federal Building and the Northwestern National Bank Building, together with vertical access facilities and stairway within the Midwest Federal Building, has heretofore been constructed; and

WHEREAS, a pedestrian concourse passageway through the second floor of the Midwest Federal Building has heretofore been constructed and has been in use, linking the St. Paul Athletic Club with the skyway bridge over Fifth Street; and

WHEREAS, the existing passageway and vertical access facilities and stairway are in the private ownership of Midwest and the parties are desirous of providing a public pedestrian easement through them as hereinafter provided;

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

DEFINITION

1. The words "pedestrian concourse," "easement area," "pedestrian easement," and "public easement," wherever used in this Agreement, shall mean and include the second floor corridor or concourse within the Midwest Federal Building, the vertical access facilities and stairway within said Building, and the ground level access within and without said Building leading to the public sidewalk on Fifth Street, all of which are as shown and described on Exhibit A attached hereto.

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-3-

EASEMENTS AND HOURS

2. Midwest hereby agrees to grant to the City a public easement for the pedestrian skyway system through the Midwest Federal Building, all as described and in accordance with Exhibit A attached hereto. Said easement to be granted by Midwest shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the Midwest Federal 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 to public use through said Building 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 the parties that the new pedestrian easement provided for in the Midwest Federal Building shall be open for public ingress, egress and transit from 6:00 a.m. to 1:30 a.m., Monday through Saturday, including until 1:30 a.m. Sunday mornings; and, at the option of St. Paul Joint Venture (as owner of the Radisson St. Paul Hotel), for such additional hours between 6:00 a.m. on Sundays and 1:30 a.m. Mondays, as may be designated on two weeks prior written notice by St. Paul Joint Venture to City, HRA, and Midwest, but only in the event similar designations are concurrently made for the sections of the skyway system within the Northwestern National Bank Building, the St. Paul Athletic Club, the Minnesota

Mutual Life Insurance Building, the Degree of Honor Building and the St. Paul Title Company Building. All such hours of operation are subject to the general power of the City to prescribe System hours by ordinance.

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Upon request of Midwest, and where necessary in the reasonable discretion of the City to protect public health and safety, including both personal and/or property safety and security, the City shall take appropriate action to further limit the hours during which said easement areas must be open for public use. The City shall consider, as a factor in forming its discretion, the claimed or actual breach of security agreements benefitting the easement areas within the Midwest Federal Building.

3. The public easement through the Midwest Federal Building shall be in accordance with Exhibit A herein and shall commence at the southerly property line of the Midwest Federal Building where it connects to the St. Paul Athletic Club and shall extend in a northerly direction to the existing skyway bridge over Fifth Street.

4. 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 Midwest Federal Building by condemnation or under the threat of condemnation, but said waiver does not apply to the skyway bridge.

5. 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

6

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.

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OPERATION, MAINTENANCE AND REPAIR

6. Midwest hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Midwest Federal Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. 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 days shall be deemed approval.

7. If Midwest shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through the Midwest Federal Building within 30 days after receipt by them of written demand from the City, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by Midwest or its surety as applicable; provided, however, that the City retains the right to assess such costs against Midwest as a local improvement in the manner provided by law.

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8. The pedestrian concourse which is 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. Any new 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). All new signage shall be subject to review and approval by the City prior to sign construction and installation. All signage existing and/or in place at the time of execution of this Agreement is hereby approved and may remain in place.

SURETY BONDS AND INSURANCE

9. 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 by Midwest.

10. Midwest shall furnish and maintain public liability insurance coverage for 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

7

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.

CHANGE IN LOCATION

11. Midwest has the right hereunder to change the location of the public easement or any portion thereof, conditioned upon the grant of a new public easement and the construction of Midwest of a new pedestrian concourse which replaces that portion changed, and permits and provides for the continuity of the System. All the costs and expenses entailed by such change of location shall be borne by Midwest. Such right to change location is further conditioned that no change shall be made without approval of the HRA, such approval not to be unreasonably withheld; and that said new easement area shall be surveyed and described by a registered land surveyor at the expense of Midwest. The grant of new easement shall be in the form as provided in Exhibit A.

The HRA shall not be required to approve the change unless the new pedestrian concourse and corresponding public easement contain at least the same area and dimensions as the existing easement; and will be of the same character, quality and functional characteristics of the existing concourse.

BINDING OBLIGATIONS

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

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13. 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 and run with the land 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.

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

15. Midwest reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring its abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement. In the event of transfer of its interest in the property, Midwest, its successors and assigns, shall 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 Midwest contained in this Agreement thereafter to be performed provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of Midwest, its successors and assigns, under this Agreement.

16. The obligations and duties contained in this Agreement shall become effective and binding upon its execution by the parties.

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

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a. City of Saint Paul
Donald Nygaard, Director
Department of Public Works
6th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

and

Renewal Administrator
HRA/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

and

City of Saint Paul
Bernard J. Carlson, Director
Department of Finance and
Management Services
Room 234, City Hall
Saint Paul, Minnesota 55102

b. To: Midwest Federal Savings and Loan
Association of Minneapolis
Senior Vice President - Operations
801 Nicollet Mall
Minneapolis, Minnesota 55402

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

SAVINGS CLAUSE

18. Nothing contained in this Agreement shall be construed to amend, alter or modify in any way, any of the provisions or obligations contained in or imposed by the General Policy Statement-Pedestrian Concourse System, Downtown Urban Renewal Project, Minn.

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R-20, to the extent any of such provisions or obligations may be applicable.

However, in the event of a direct conflict between any of the provisions in this Agreement and said General Policy Statement, this Agreement shall be controlling.

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-11-

MIDWEST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF MINNEAPOLIS

By *Robert J. Green*
ITS Senior Vice President

By *Robert J. Green*
ITS SECRETARY

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

By [Signature]
Its Chairperson

By [Signature]
Its Secretary

APPROVED AS TO FORM

Philip B. Byrne
4-16-81

CITY OF SAINT PAUL

By [Signature]
Its Mayor

By [Signature]
Its Director, Department of
Planning and Economic Development

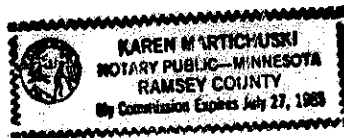
By [Signature]
Its Director, Department of
Finance and Management Services

By Albert B. Olson
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 30th day of April, 1981, before me,
a Notary Public within and for said County, appeared Robert J. Zeller
 and Charlotte E. Masica, to me personally
known, who being each by me duly sworn, did say that they are
respectively the Senior Vice President and
Secretary of MIDWEST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF MINNEAPOLIS, a federal savings and loan
association, that said instrument was signed by authority of its
Board of Directors, and said Robert J. Zeller and
Charlotte E. Masica acknowledged said instrument was the
free act and deed of said corporation.

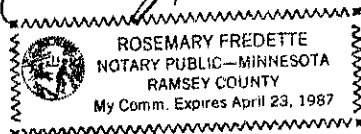
Karen Martichuski
Notary Public



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

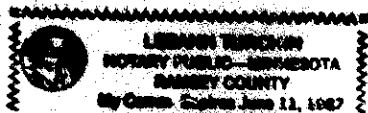
On this 20th day of April, 1981, before me,
a Notary Public within and for said County, appeared _____
R. Maddox and William L. Wilson, to me
personally known, who, being each by me duly sworn, did say that
they are respectively the Chairperson and
Secretary of the HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public
body corporate and politic, and that said instrument was signed
by authority of its Board of Commissioners and said _____
R. Maddox and William L. Wilson acknowledged
said instrument was the free act and deed of said corporation.

Rosemary Fredette



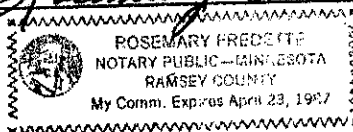
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



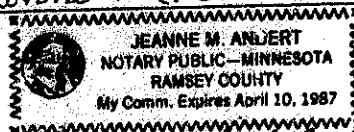
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



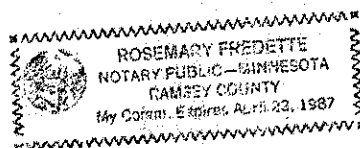
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 20th day of April, 1981, 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.



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 20th day of April, 1981, 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.



GRANT OF EASEMENT

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WHEREAS, MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", 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 as Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, City of Saint Paul (St. Paul Proper), hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated April 30, 1981, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, and the Grantor herein, to grant the City of Saint Paul a public pedestrian easement for a second floor pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

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 and its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, a pedestrian easement for the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public as a public way and for public ingress, egress and transit in and through that part of the Grantor's Property and the structures thereon, described as follows:

A. DESCRIPTION: (Second floor Midwest Federal from St. Paul Athletic Club northerly to the southerly line of walkway boundary described below at B.)

Interior walkway easement over and across that part of Lots 4 and 5, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeasterly corner of said Block 19; thence N 89°28'57" W (assumed bearing) along the Northerly line of said Block 19 a distance of 188.26 feet; thence S 0°31'03" W 11.20 feet to the point of beginning of the lines to be herein described; thence N 89°28'57" W 11.80 feet; thence S 0°36'32" W 0.90 feet; thence N 88°53'14" W 1.62 feet; thence S 0°36'32" W 7.75 feet; thence S 88°53'14" E 5.11 feet along the face of the display case; thence S 0°31'03" W 3.00 feet; thence N 89°28'57" W 0.62 feet; thence S 0°27'54" W 98.28 feet; thence S 89°28'57" E 0.18 feet; thence S 0°31'03" W 6.61 feet; thence S 89°28'57" E 0.70 feet; thence S 0°31'03" W 7.04 feet to the common property line between Midwest Federal and the St. Paul Athletic Club; thence S 89°28'57" E 7.92 feet along said common property line; thence N 0°31'03" E 21.75 feet; thence N 89°28'57" W 0.73 feet; thence N 0°31'03" E 44.57 feet; thence S 89°28'57" E 2.5 feet; thence N 0°31'03" E 1.62 feet; thence N 89°28'57" W 2.5 feet; thence N 0°31'03" E 2.0 feet; thence S 89°28'57" E 0.79 feet; thence N 0°31'03" E 7.67 feet

to the point of beginning.

Subject to existing ash trays, light switches, elevator and elevator buttons, exit signs, wall and overhead signs, doors, door frames, door hardware, fire extinguishers and hoses, display cases and framing, columns, radiators, beams, fire alarms, windows and window frames, swinging doors and hardware.

This easement is limited in height from the second floor elevation of 93.27 feet, except the floor elevation on the South 4.5 feet is 93.82 feet, and the floor elevation of the North 6 feet of the South 10.5 feet slopes from elevation 93.82 feet at the South line of said North 6 feet to elevation 93.27 feet at the North line of said North 6 feet; upwards to the ceiling elevation of 102.26 feet, except the ceiling elevation of the North 12.5 feet of the South 23.0 feet is at 101.17 feet and the ceiling elevation of the South 10.5 feet is at 103.43 feet.

All elevations are City of St. Paul datum.

Above easement contains 1072 sq. ft., more or less.

B. Second floor walkway from stairway well to 5th Street on foot bridge. All that part of Lots 4 and 5, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'y corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 187.50 feet, thence South 11.20 feet to the point of beginning at the SW'y interior of the stairway well and the easement herein described, thence West 12.56 feet, thence North 10.18 feet, thence West 0.60 feet along the face of the building thence N 80°32' W 1.03 feet more or less to the North line of said Block 19, thence East 10.99 feet across the foot bridge, thence S 80°32' E 1.03 feet, more or less to the face of the building, thence West 2.29 feet along the face of the building, thence South 3.85 feet, thence East 3.70 feet, thence South 2.60 feet, thence East 0.76 feet, thence South 3.73 feet along the West face of the stairway well to the point of beginning.

Subject to entrance doorway, partition to stairway well, to doorway to foot bridge, and to whatever encroachments or conditions exist in said space in the form of doorway, pipes, valves, columns, beams, stairway, railings, lights, remote teller unit, and fire alarm fixtures.

This easement is limited in height from the second floor at elevation 93.33 feet upward to the ceiling 102.26 feet and its extension.

All elevations are city datum.

Contains 120 sq. ft., more or less.

together with a pedestrian easement for public ingress to, egress from and transit to and from said System by way of vertical access from Street to the pedestrian concourse, described as follows:

DESCRIPTION: Stairwell easement from the ground floor to second floor ceiling.

All that part of Lot 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'y corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet; thence West 39.69 feet, thence North 7.92 feet, thence East 3.63 feet to the point of beginning of the easement herein described, thence North 8.66 feet, thence West 15.87 feet, thence South 8.66 feet, thence East 15.87 feet to the point of beginning.

Subject to ground floor door and framing, two 6" vertical water line, one with extending valve at Northeasterly corner of easement at ground floor level; one 6" vertical water line at Northeasterly corner of easement above the ground floor level, one vertical 4" soil pipe at the Northwesterly corner of easement above the ground floor level, a column and pilaster at the Northwesterly corner of easement, and stairway and railings.

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The easement is limited in height as follows:

On the east 4.0 feet thereof, the bottom of the easement is the Ground Floor landing at elevation 67.55 feet;

on the North 4.0 feet of the West 7.87 feet of the East 11.87 feet thereof, the bottom of the easement is the sloping plane of the stairs just below the tread surface extending from the Ground floor at elevation 67.55 feet upward to the west to the Main Lobby landing at elevation 73.61 feet;

on the North 4.0 feet except the East 11.87 feet thereof, the bottom of the easement is the Main Lobby landing at elevation 73.61 feet;

on the easement except the North 4.0 feet thereof and except the East 11.87 feet thereof, the bottom of the easement is the Main Lobby landing at elevation 73.61 feet;

on the West 7.87 feet of the East 11.87 feet except the North 4.0 feet thereof, the bottom of the easement is the sloping plane of the stair just below the tread surface extending from the Main Floor Lobby at elevation 73.61 feet upward to the east to the First floor landing at elevation 78.58 feet;

on the West 4.55 feet thereof, the top of the easement is the Second floor ceiling at elevation 101.37 feet;

on the North 4.33 feet of the East 6.47 feet of the west 11.02 feet thereof the top of the easement is the sloping plane of the ceiling extending from the Second floor ceiling at elevation 101.37 feet to a line at elevation 97.01 feet;

on the North 4.33 feet except the west 11.02 feet thereof, the top of the easement is the intermediate landing ceiling at elevation 96.61 feet;

on the easement except the North 4.33 feet and except the west 11.17 feet thereof, the top of the easement is the intermediate landing ceiling at elevation 96.61 feet;

on the East 5.67 feet of the West 11.17 feet except the North 4.33 feet thereof, the top of the easement is the sloping plane of the ceiling extending the intermediate landing ceiling at 96.61 feet to a line at elevation 92.72 feet;

on the East 0.95 feet of the West 5.5 feet except the North 4.33 feet thereof, the top of the easement is intermediate land ceiling at elevation 91.92 feet.

All elevations are city datum.

Contains 137 Sq. Ft., more or less (within the stairwell cross section).

and also together with a pedestrian easement for public access on the ground floor level from the foot of the above described vertical access facilities to public sidewalks, described as follows:

Exterior Walkway and Steps from 5th Street to building entrance on ground floor.

All that part of Lot 3, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'y corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet to the point of beginning of the easement herein described thence South 19.12 feet, thence west 8.6 feet, thence North 19.12 feet, thence East along the Northerly line of said Block 19 8.6 feet to the point of beginning.

Subject to stair railings.

This easement is limited in height from the surface of the concrete walk and stairs upward to the ceiling and ceiling beams as follows:

The walk surface of the easement except the South 14.4 feet thereof is at elevation 69.6 feet;

The step surface on the easement on the North 4.3 feet of the South 14.4 feet thereof is at elevation 69.6 feet at the top of the North end and at elevation 67.5 feet at the bottom of the South end;

The walk surface of the easement on the South 10.1 feet thereof is at elevation 67.5 feet at the North end and 67.4 feet at the South end;

The ceiling beam and its extension Northerly on the easement except the South 17.0 feet thereof is at elevation 76.48 feet;

The ceiling beam on the easement on the North 0.8 feet of the South 17.0 feet is at elevation 76.76 feet;

The ceiling on the easement on the South 16.2 feet is at elevation 78.61 feet. Except the East 0.85 feet is at elevation 77.18 feet.

All elevations are city datum.

Contains 164 Sq. Ft. more or less.

Ground Floor walkway from building entrance to stairway well.

All that part of Lots 3 and 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet, thence West 8.6 feet to the point of beginning of the easement herein described, thence West 31.09 feet, thence North 7.92 feet, thence East 3.63 feet, thence South 1.58 feet, thence East 26.54 feet, thence South 6.34 feet to the point of beginning.

Subject to entrance doorway and partitions and wall pilaster.

This easement is limited in height from the floor at elevation 67.55 feet upward to the ceiling as follows:

The ceiling and its extension on the easement for the South 6.34 feet of the East 29.3 feet thereof is at elevation 76.25 feet.

The ceiling on the easement for all except the South 6.34 feet of the East 29.3 feet thereof is at elevation 75.18 feet.

All elevations are city datum.

Contains 203 Sq. Ft., more or less.

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

Public use of the easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement within, on or over Grantor's Property during non-business hours 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 granted to the City herein shall be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement within or on Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors or assigns, from time to time determine. This provision shall not diminish the City's right

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to, from time to time, exercise its police powers unilaterally, by ordinance, concerning hours open for public use, or temporarily closing part(s) or all of the easement to the public, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

2124645 The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not 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 the Grantor.

Notwithstanding anything to the contrary herein, the easement given 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 discontinued in the manner required by law.
- B. In the event the building(s) in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to Grantor, its successors or assigns.
- C. In the event the Pedestrian Skyway System is so altered that the easement granted herein ceases to connect by public easement through a bridge across Fifth Street to the public easement in the block bounded by Fifth, Sixth, Cedar and Minnesota Streets, and through the Saint Paul Athletic Club Building and bridge across Cedar Street to the public easement in the block bounded by Fourth, Fifth, Wabasha and Cedar Streets.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee by separate agreement, shall be responsible for and/or provide for the cost of all repairs, improvements and replacements of the public way or Skyway Bridge and Pedestrian Concourse System as it passes through its building or on or over its land as described herein, it being understood that the aforesaid covenant shall run with the land.

Grantor reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring the Property described above or any interest therein. In the event of transfer of the Grantor's interest in the property, the Grantor (seller) transferor 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 Agreement which are thereafter to be performed; provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

TO HAVE AND TO HOLD said pedestrian easement for a public way or Skyway Bridge and Pedestrian Concourse System, together with all rights of ingress and egress appertaining thereto until the System is vacated or abandoned in the manner required by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 30th day of April, 19 81.

MIDWEST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF MINNEAPOLIS

By Robert J. Zeller
Its Senior Vice President

By Charlotte M. Quinn
Its SECRETARY

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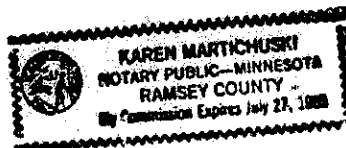
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STATE OF MINNESOTA)
HENNEPIN) SS.
COUNTY OF MINNEAPOLIS)

277259

On this 30th day of April, 19 81, before me, a
Notary Public within and for said County, appeared Robert J. Zeller
and Charlotte E. Masica, to me
personally known, who, being each by me duly sworn, did say that they
are respectively the Senior Vice President and
Secretary of MIDWEST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under
the laws of the United States, and that said instrument was signed by
authority of its Board of Directors, and said Robert J. Zeller
and Charlotte E. Masica acknowledged said instrument was the free
act and deed of said corporation.

Karen Martichuski
Notary Public



Will Abstract Only

Return to City Clerk
Room 308

STATE OF MINNESOTA
County of Ramsey
Office of the County Recorder
This is to certify that the within instrument
was filed for record in the office at St. Paul
on the 19th day of April, A.D. 1915
the same was recorded in Ramsey County
Records as Doc. No. 21275
EUGENE H. GIBBONS
COUNTY RECORDER
By Eugene H. Gibbons

For
to Bank
to Public

21275

XX
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21275