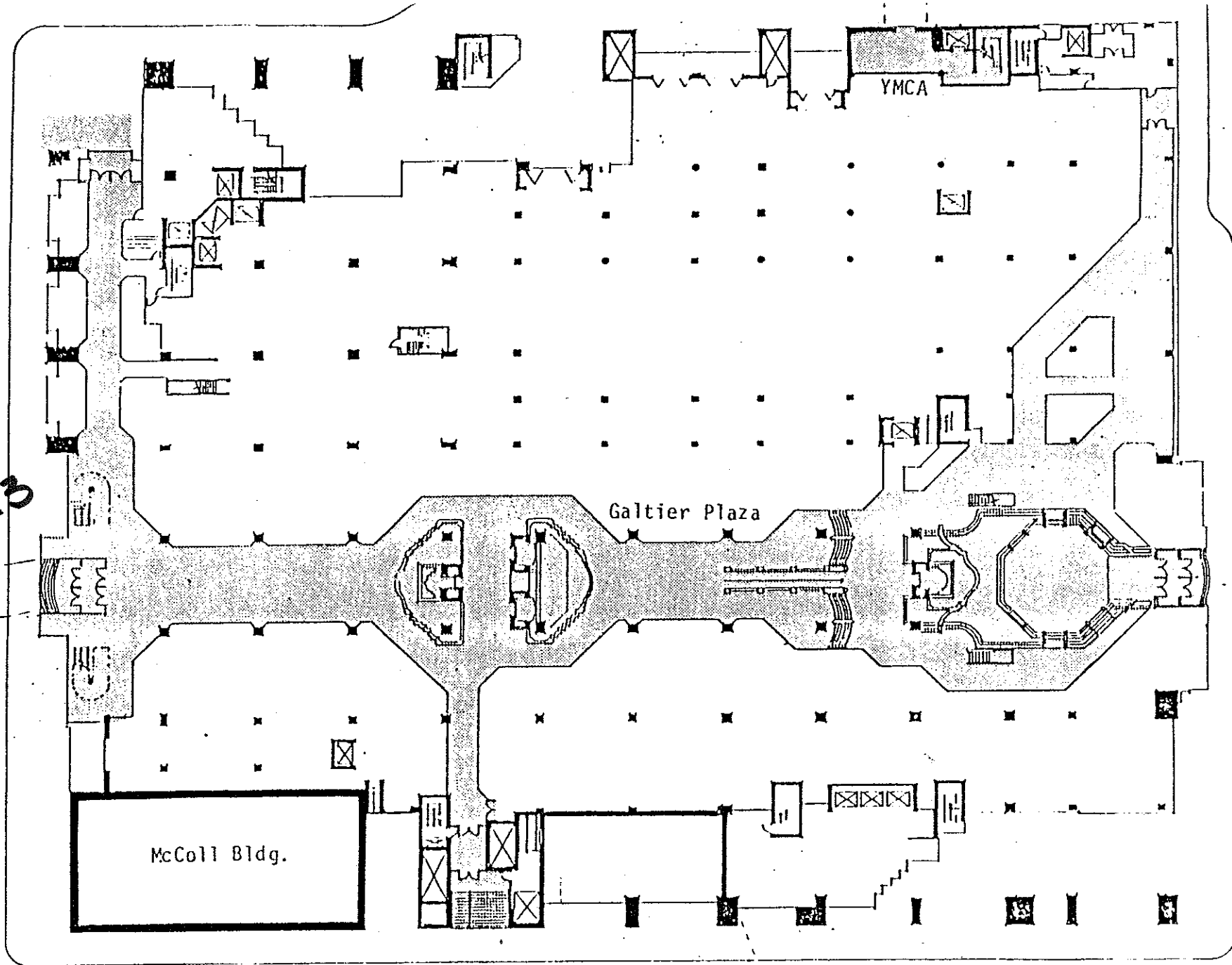




Fifth Street

EXHIBIT "B"
Street Level

August 26, 1985

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

GALTIER PLAZA
FARM CREDIT SERVICES

THE CITY OF SAINT PAUL

1985

CONTENTS OF AGREEMENT

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

<u>Topic</u>	<u>Page</u>
Binding Obligations	21
26. Subject to City Codes	21
27. Successors and Assigns Bound	21
28. FCS-Mears Agreement Not Affected	22
29. Agreement Survives Conveyance, Is Not Merged	23
30. Owners Retain Property Rights; Obligations Conveyed	23
31. Effective Date of Obligations - Skyway	23
32. Effective Date of Obligations - Concourses	24
33. Notices - Address	24
Savings Clause	25
34. Skyway Policy Pertinent	25
35. Captions, Headings, or Titles	26
Exhibits:	
A. Easement Form	
B. Mears Easement Plan	
C. FCS Easement Plan	
D. Property Descriptions	
E. <u>General Policy Statement for the Construction of the Saint Paul Skyway System</u> , adopted January 8, 1980.	

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of October, 1985, by and among the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Authority"; the MEARS PARK DEVELOPMENT COMPANY, a Minnesota general partnership (whose general partners are THE BOISCLAIR CORPORATION, a Minnesota corporation and ALPHA ENTERPRISES, a South Dakota general partnership) for itself and on behalf of the MEARS PARK EAST LIMITED PARTNERSHIP, the MEARS PARK CENTRAL LIMITED PARTNERSHIP, the MEARS PARK WEST LIMITED PARTNERSHIP, the MCCOLL LIMITED PARTNERSHIP, the JACKSON APARTMENTS REDEVELOPMENT COMPANY LIMITED PARTNERSHIP, and the SIBLEY APARTMENTS REDEVELOPMENT COMPANY LIMITED PARTNERSHIP, all being Minnesota limited partnerships, hereinafter collectively referred to as "Mears"; the following federally chartered corporations created and existing under the laws of the United States of America, to wit: ST. PAUL BANK FOR COOPERATIVES, FEDERAL INTERMEDIATE CREDIT BANK OF ST. PAUL, and THE FEDERAL LAND BANK OF SAINT PAUL, now known and referred to as Farm Credit Services, St. Paul, and hereinafter collectively referred to as "FCS".

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

WHEREAS, Mears (with and as general partner in the aforesaid limited partnerships) is developing Block 40 pursuant to a Contract for Sale of Land for redevelopment dated September 1, 1981, which contract provides for certain undertakings with respect to the construction and extension of the System, said development and structures thereon to be referred to collectively as "Galtier Plaza"; and

WHEREAS, FCS is the owner of buildings and structures on that block bounded by Fifth, Sixth, Jackson and Robert Streets in St. Paul, located on land more particularly described as Lots 1 and 3, Block 1, Capitol Centre No. 1, City of Saint Paul, hereinafter referred to as the "FCS Buildings"; and

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

WHEREAS, FCS, Authority and Mears agree to the construction of a skyway pedestrian bridge across Jackson Street from the FCS Buildings to Galtier Plaza; and

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

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of Galtier Plaza and the FCS Buildings; and

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

WHEREAS, substantial public monies will be expended for the design and construction of skyway bridges connecting Galtier Plaza with the FCS Buildings; 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

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

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The City agrees to design and cause to be constructed a skyway bridge connecting Galtier Plaza

with the FCS Buildings in accordance with City-approved plans and specifications prepared by Hammel, Green and Abrahamson, (HGA) dated July 3, 1985 and subsequent addenda thereto, and reviewed by FCS and Mears. City will accomplish any mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract. HRA shall provide as a part of said Plans and Specifications or an Addendum thereto for a "construction zone" within the FCS Buildings which shall extend into the FCS Buildings from the east exterior wall a distance not to exceed 8 feet. The construction zone shall be sealed off from the interior of the FCS Buildings 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 FCS Buildings; and (2) it shall secure the FCS Buildings 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 FCS Buildings; 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 FCS Buildings subject to reasonable control by FCS. The total design and construction costs for said skyway bridge shall be allocated to and paid by the parties as follows. City shall pay a sum equal to 50% of the cost (which shall be determined solely by the City), which sum shall not exceed \$150,000, for the design

and construction of a bridge at that location as if said bridge had been designed and constructed pursuant to standard City design, which total cost shall include all costs for early contract steel and for the provision and installation of support structures within the FCS Buildings for this bridge. Mears shall pay the remainder of the total bridge design and construction costs for the bridge as actually constructed, which total costs shall include but not be limited to all extra costs incurred because the bridge design was modified at the request of Mears; design and engineering fees incurred by the City architectural and engineering consultant, HGA; construction management costs for City engineering personnel; the costs of early contract steel already on hand; the costs of bridge construction, finishing and necessary change orders thereto; and the cost of support structures in the FCS Buildings for this bridge. The Authority agrees to make payment to the City for the Mears share of total design and construction costs within 45 days following the receipt by it of invoices, approved by Hammel, Green and Abrahamson, architects, and by the City, for such costs.

2. Support Structures for the Bridge Within Buildings Over Private Property. Mears shall pay all of the costs for the provision of necessary bridge support structures in Galtier Plaza. Monies to pay the construction costs for such support structures shall be included in the various letters of credit required by paragraph 1 above.

3. Bridge HVAC, Lighting, Drainage Systems. Said skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The mechanical and electrical systems (including HVAC) of the bridge shall be tied into the respective systems of Galtier Plaza by Mears, which systems shall be of sufficient capacity to serve the bridge. Drainage of the bridge roof shall be tied into the buildings' systems at each end. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall be capped a minimum of two feet inside the Galtier Plaza building line, and the connections of these lines to the said building systems shall then be connected by Mears. The said skyway bridge shall also include finishing at skyway bridge ends, terrazzo floors with marble edge strip, triple low E insulated glass to the extent glass is used to enclose said skyway bridge, and automatic sliding glass doors at both ends of the bridge. The bridge costs in this paragraph are part of the total design and construction costs for the bridge.

4. City Assignment of Warranties. City will include a provision in its contract for the construction of the skyway bridge whereby the contractor consents to the assignment of warranties to the owners of the buildings abutting the bridges, and the City upon request shall assign such warranties to them upon approved contract completion without relinquishing its own

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

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS.

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

6. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the FCS Buildings and Galtier Plaza to the skyway bridge herein, and access thereto, shall be borne by FCS and Mears, respectively.

EASEMENTS AND HOURS

7. Grant of Easement and Hours. FCS, Authority and Mears each hereby agree to grant to the City a public easement for the pedestrian skyway system through the FCS Buildings and Galtier Plaza, respectively, all in accordance with Exhibits B and C attached hereto. The Authority agrees that it will consent to and join in said grant of easement as to that property to which it holds fee title. Said easements to be granted shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the FCS Buildings and Galtier Plaza for purposes of pedestrian ingress, egress, and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse through their property as the City may, by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. It is agreed by all parties that the skyway bridge herein and the new pedestrian concourses provided for in the FCS Buildings and Galtier Plaza shall be open for public ingress, egress and transit from 6:00 A.M. to 2:00 A.M. seven days a week,

which hours shall be effective through December 31, 1985. Beginning January 1, 1986, and continuing thereafter, such hours shall be 6:00 A.M. to 2:00 A.M., seven days a week, unless FCS shall give written notice to Mears and the City that the costs of maintaining such open hours result in a financial hardship to FCS and reduced hours for the pedestrian concourse within the FCS Buildings are necessary. On the tenth (10th) day after such notice is received by Mears and City, the new pedestrian concourse within the FCS Buildings shall be open for public ingress, egress and transit from 6:00 A.M. to 8:00 P.M. seven days a week. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

8. Future Easements. Nothing herein precludes the parties from entering into agreements for the design or construction of future skyway bridges, or the granting of future easements.

9. Public Easement Description. The new public easement through the FCS Buildings shall be in accordance with Exhibit C and shall commence at the northeasterly property line of FCS where the skyway bridge over Jackson Street will cross the property line to connect to the FCS Buildings and shall extend as described in said Exhibit.

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

structural design of the building is such that a width of 12 feet is impossible. The existing pedestrian concourse as constructed in the FCS Buildings is agreed to be satisfactory and in compliance, as to width, with this section; and a public easement of the same width is agreed to satisfy FCS obligations in regard thereto.

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

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

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

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

OPERATION, MAINTENANCE AND REPAIR

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

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

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

17. FCS and Mears Agreement to Maintain. Simultaneous with the execution of this Agreement, FCS and Mears shall enter into a separate written agreement for sharing all the maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment. It is agreed that Mears will provide, at no cost to FCS, Authority, HRA or City, all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge.

18. Maintenance of the Concourse and Carpet. Mears hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on Galtier Plaza to a reasonable standard of safety and cleanliness and to provide operating

costs for said pedestrian concourse; and FCS similarly so agrees with respect to the new pedestrian concourse on and within its property, and the structure connecting to the westerly end of the bridge. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, (3) required by an emergency requiring rapid action, or (4) involve solely aesthetic considerations relating to color(s) and surface finishes, City shall be furnished with both preliminary and final plans and specifications for all substantial additions, or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final, within 30 calendar days after receipt of such plans or specifications shall be deemed approval. If FCS or Mears request in writing, at the time such plans and specifications are submitted to the City, that City review be expedited because of special circumstances, lack of action thereon by the City on or before the fifth (5th) business day after receipt of such written request shall be deemed approval. If FCS or Mears use or install carpet or other less durable flooring material for concourse corridors, such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be

determined jointly by the City and Mears, and by City with FCS 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. Such review shall be limited to appearance and design in order to insure reasonable uniformity for all parts of the skyway system, and to achieve the design identity, continuity, and ease of orientation necessary for the skyway system to function effectively.

19. Failure to Maintain, Remedies. If FCS and Mears fail to adequately maintain, repair and operate the said skyway bridge and pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the affected party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost by City for said maintenance, repair and operation shall be assessed to and shall be 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 curing the condition.

20. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purposes other than for or on store fronts in the pedestrian concourse. No signage shall project out from the wall into the easement area except as subject to the reasonable approval of City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. Plans for all signage shall be submitted to the City before sign construction and installation, but the City's approval shall not be required for such plans, except and unless such signage projects into the easement area as provided above.

SURETY BONDS AND INSURANCE.

21. \$200,000 Surety Bond; Contractor's Insurance. FCS and/or Mears shall furnish and maintain a surety bond in the amount of \$200,000.00 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said property owners shall indemnify and hold harmless the City against all expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the skyway bridge, its integral parts and related equipment, and further conditioned upon the property owners complying with all terms and conditions expressed and contained in this Agreement as to

maintenance, operation and repair and or removal of the skyway bridge which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance & Management Services for the City. The City shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining, throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1, herein, naming the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4., General Conditions, and Section 6., Special Conditions of the construction contract.

22. Skyway Hazard, Liability Insurance Cost Shared.

Insurance required by paragraph 24 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by FCS and Mears and shall be paid in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that FCS and Mears shall enter into as provided herein.

23. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the areas designated as easements for access and the pedestrian concourse shall be a maintenance cost to be assumed respectively by

FCS and Mears for the portions of the pedestrian concourse located within their property.

24. Amount of Insurance. FCS and Mears shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for their respective portions of the pedestrian concourse, with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds; said insurance containing the following minimum coverages: for property damage to the extent of \$200,000.00 in any single accident; for personal injuries, including death, \$600,000.00 for each occurrence. Such minimum amounts shall be subject, upon 60 days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

25. Approval, Cost of Signs. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be jointly determined by the City and the building owner. The City shall pay the initial cost of such signs. The cost of installing, including electrical connections and mounting

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

BINDING OBLIGATIONS

26. Subject to City Codes. The parties agree that in the construction, maintenance, repair and operation of the pedestrian concourses, they shall be bound by all City Codes and ordinances governing the System, insofar as they are applicable by force of law.

27. Successors and Assigns Bound. The respective rights and obligations of the parties set forth in this Agreement shall

be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force until such time as said System or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

28. FCS-Mears Agreement Not Affected. It is understood that this Agreement does not govern the relationships and agreements by and between FCS and Mears, themselves to each other, other than the requirements of paragraphs 16, and 21 through 24 above. It is further understood that the Authority consents to the construction, operation, maintenance and repair of the skyway bridge herein and the pedestrian concourse area within Galtier Plaza by the respective tenants of the Authority and their successors and assigns, but Authority does not obligate itself under this Skyway Agreement except as provided in Paragraphs 1, and 7 through 14; provided, however, that the Authority's successors and assigns, and Authority's tenants who are parties to this agreement and their successors and assigns, shall be responsible for and assume (1) the agreements and obligations of the Authority in Paragraphs 1, and 7 through 14 if and to the extent not completed or discharged, and (2) all the agreements and obligations imposed upon Authority's tenants who are parties to this agreement. Authority undertakes and agrees that it will obligate its successors and assigns, by appropriate and contractual provisions in any transfer of its interests in

Galtier Plaza to perform the agreements and obligations imposed by this Agreement.

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

30. Owners Retain Property Rights; Obligations Conveyed. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual(s), partnerships or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation in writing assumes all duties, responsibilities, covenants of the owner (seller) under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees.

31. Effective Date of Obligations - Skyway. Seven (7) calendar days after the issuance of the Written Notice of Final

Inspection by the City, and its furnishing to FCS and Mears, the obligations and duties contained in paragraphs 21 and 24 herein above, as to said skyway bridge, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

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

33. Notices - Address. Any notice to the parties hereunder may be personally delivered, but shall be considered sufficiently delivered if mailed, by registered or certified mail, postage prepaid, as follows:

a. To: City of Saint Paul
Donald Nygaard, Director
Department of Public Works
Sixth Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

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

and

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

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

c. To: Farm Credit Services, Director of
Facility Services
Attn: John DeCoster
375 Jackson Street
St. Paul, Minn. 55101

d. To: Port Authority of the City of St. Paul
Attn: Eugene J. Kraut
13th Floor, City Hall Annex
25 W. Fourth Street
St. Paul, Minnesota 55102

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

SAVINGS CLAUSE

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

35. Captions, Headings, or Titles. All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation or enlargement of the scope of the particular paragraphs or sections to which they apply.

APPROVED AS TO FORM

Philip B. Byrne
10-15-85

CITY OF SAINT PAUL

By George S. Lohmer
Its Mayor

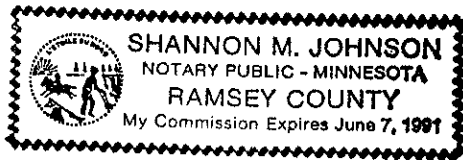
By James B. Bell
Its Director, Department
of Planning and Economic
Development

By Edward A. Aker
Its Director, Department
of Finance and Management
Services

By Albert O. Olson
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

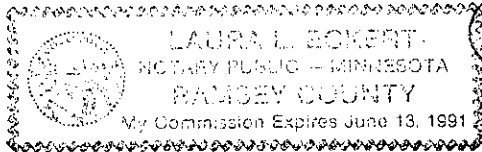
The foregoing instrument was acknowledged before me this 17th day of October, 1985, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Shannon M. Johnson

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

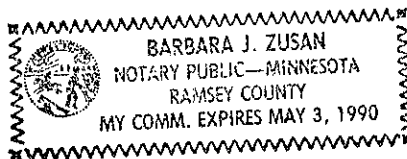
The foregoing instrument was acknowledged before me this 14th day of October, 1985, by JAMES BELLUS, Director, Department of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Laura L. Eckert

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

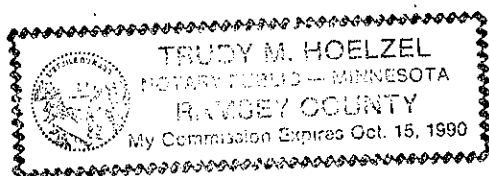
The foregoing instrument was acknowledged before me this 3rd day of October, 1985, by EDWARD WARN, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Barbara J. Zusan

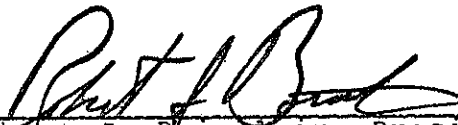
STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

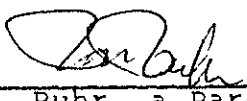
The foregoing instrument was acknowledged before me this
30th day of October, 1985, by ALBERT B.
OLSON, City Clerk of the CITY OF SAINT PAUL, a municipal
corporation of the State of Minnesota, on behalf of the City of
Saint Paul.



Trudy M. Hoelzel

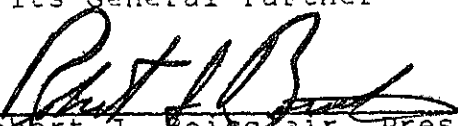
MEARS PARK DEVELOPMENT COMPANY,
A Minnesota general partnership

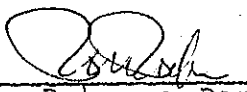
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

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

MEARS PARK EAST LIMITED
PARTNERSHIP, a Minnesota limited
partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

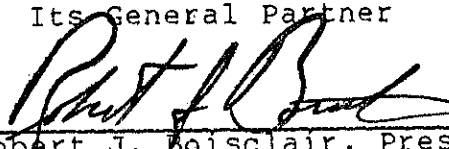
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

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

MEARS PARK CENTRAL LIMITED
PARTNERSHIP, a Minnesota general
partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

By


Robert J. Boisclair, President
The Boisclair Corporation
General Partner

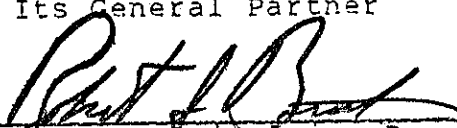
By


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

MEARS PARK WEST LIMITED
PARTNERSHIP, a Minnesota limited
partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

By


Robert J. Boisclair, President
The Boisclair Corporation
General Partner

By


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

McCOLL LIMITED PARTNERSHIP,
a Minnesota limited partnership

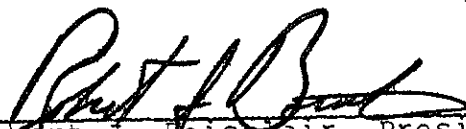
By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

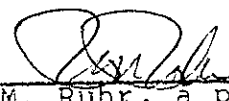
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

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

JACKSON APARTMENTS REDEVELOPMENT
COMPANY LIMITED PARTNERSHIP, a
Minnesota limited partnership

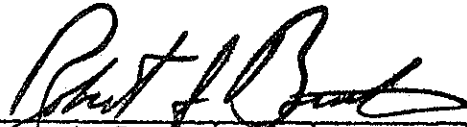
By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

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

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

SIBLEY APARTMENTS REDEVELOPMENT
COMPANY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: MEARS PARK DEVELOPMENT COMPANY
Its General Partner

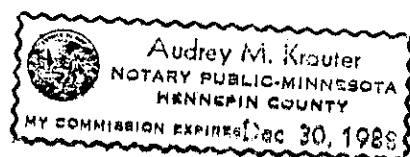
By 
Robert J. Boisclair, President
The Boisclair Corporation
General Partner

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

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

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

Audrey M. Krauter



THE FEDERAL LAND BANK OF ST. PAUL

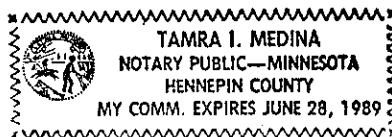
By Donald W. Theunisch
Its Senior Vice President, Corporate Services

By Chris Schlegel
Its Vice President, Facility and Office Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 7th day of October, 1985, before me, a Notary Public within and for said County, appeared Donald W. Theunisch and Chris Schlegel, to me personally known, who, being each by me duly sworn, did say that they are respectively the Sr. V. P., Corporate Services and V. P., Facility & Office Services 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 Donald W. Theunisch and Chris Schlegel acknowledged said instrument was the free act and deed of said corporation.

Tamra I. Medina



ST. PAUL BANK FOR COOPERATIVES

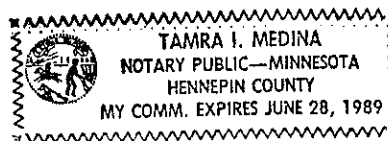
By Donald W. Theumunch
Its Senior Vice President, Corporate Services

By Chris Schlegel
Its Vice President, Facility and Office Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 7th day of October, 1985, before me, a Notary Public, within and for said County, appeared Donald W. Theumunch and Chris Schlegel, to me personally known, who, being each by me duly sworn, did say that they are respectively the Sr. V.P. Corporate Services and the V.P. Facility & Office Services of the ST. PAUL BANK FOR COOPERATIVES, a federally chartered corporation, and that said instrument was signed by authority of its Board of Directors, and said Donald W. Theumunch and Chris Schlegel acknowledged said instrument was the free act and deed of said corporation.

Tamra I. Medina



FEDERAL INTERMEDIATE CREDIT BANK
OF ST. PAUL

By Donald W. Theumunch
Its Senior Vice President, Corporate Services

By Chris Schlegel
Its Vice President, Facility and Office Services

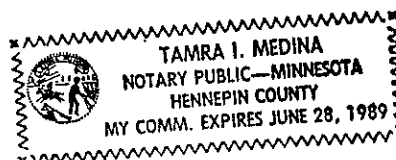
STATE OF MINNESOTA)

) SS.

COUNTY OF RAMSEY)

On this 7th day of October, 1985, before me, a Notary Public within and for said County, appeared Donald W. Theumunch and Chris Schlegel, to me personally known, who, being each by me duly sworn, did say that they are respectively the Sr. V.P. Corporate Services and the V.P. Facility & Office Services of FEDERAL INTERMEDIATE CREDIT BANK OF ST. PAUL, a federally chartered corporation, and that said instrument was signed by the authority of its Board of Directors, and said Donald W. Theumunch and Chris Schlegel acknowledged said instrument was the free act and deed of said corporation.

Tamra I. Medina

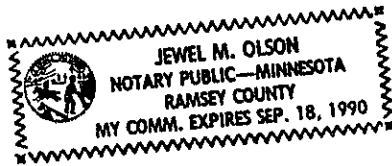


PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By Eugene A. Krant
its Executive Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me, this
9th day of October, 1985, by Eugene A. Krant,
of the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body corporate
and politic under the laws of Minnesota, on behalf of said
Authority.



Jewel M. Olson

GRANT OF EASEMENT

(Form)

WHEREAS, _____ (Name) _____, a _____ (describe Grantor's form of organization and name partners, if any) _____, which are/is hereinafter called "Grantor", are/is the owner in fee and of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the _____ (name of third party) _____, the City of Saint Paul, a public easement for purposes of pedestrian ingress, egress and transit through Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

NOW THEREFORE, in pursuance of that Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, a public easement for public pedestrian ingress, egress and transit, in and through the Grantor's Property and the structures thereon, described as:

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

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

EXHIBIT A

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted to City herein, shall also be, and hereby is, made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement areas within or on Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors and assigns, from time to time determine. This provision shall not diminish the City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement area, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the City of Saint Paul, such approval not to be unreasonably withheld and, on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor.

Notwithstanding anything to the contrary herein, the easement granted herein shall be limited to the life of the improvements constituting the System and shall terminate upon the happening of either of the following events:

A. In the event any easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.

B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, his successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall

furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

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

TO HAVE AND TO HOLD said public easement for pedestrian ingress, egress and transit until the System is vacated or abandoned in the manner permitted by law or terminated, in accordance herewith.

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

By _____

Grantor's _____

By _____

Grantor's _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

EXHIBIT "B"
Keyway level
bridge
easement

Jackson Street

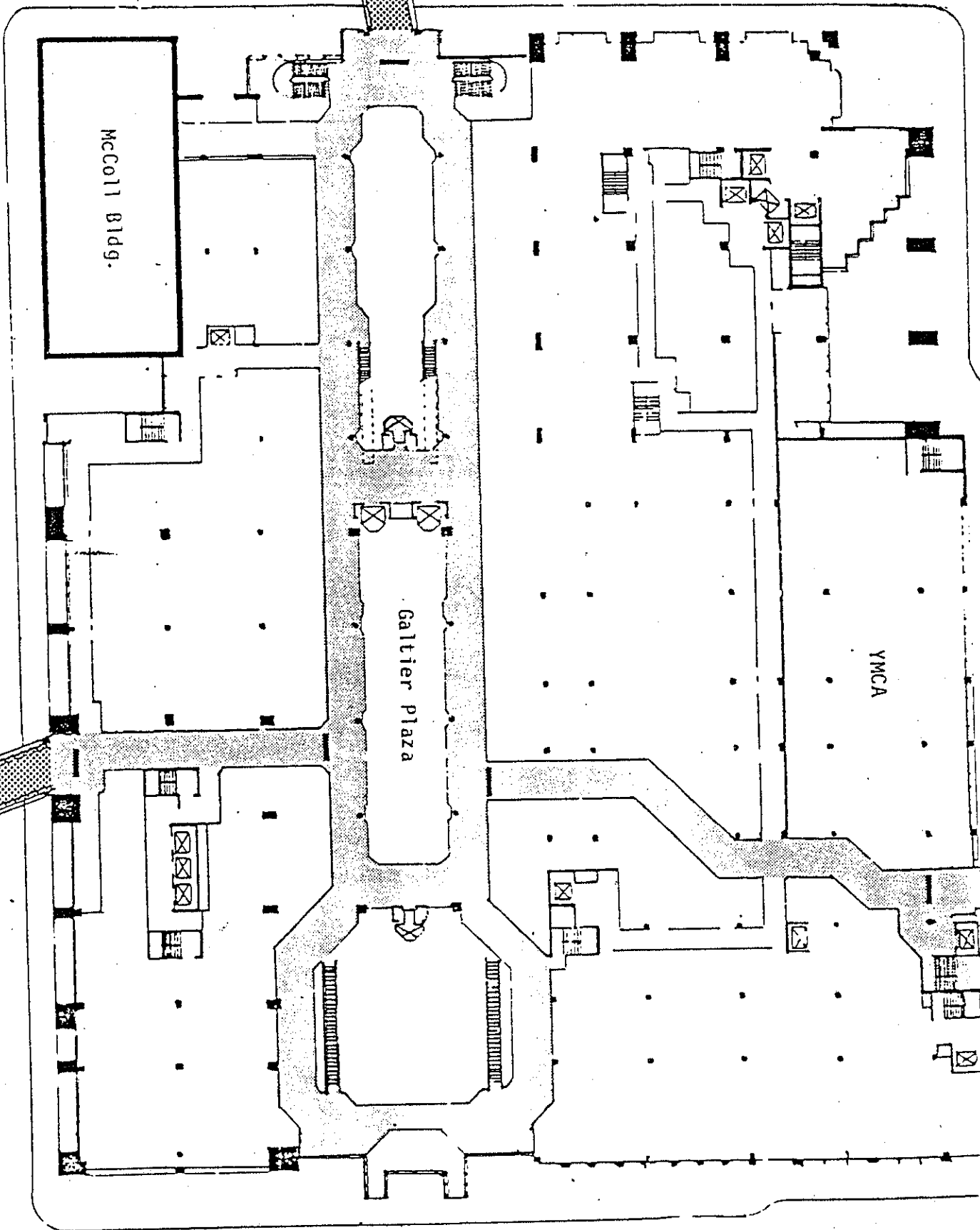
Fifth Street

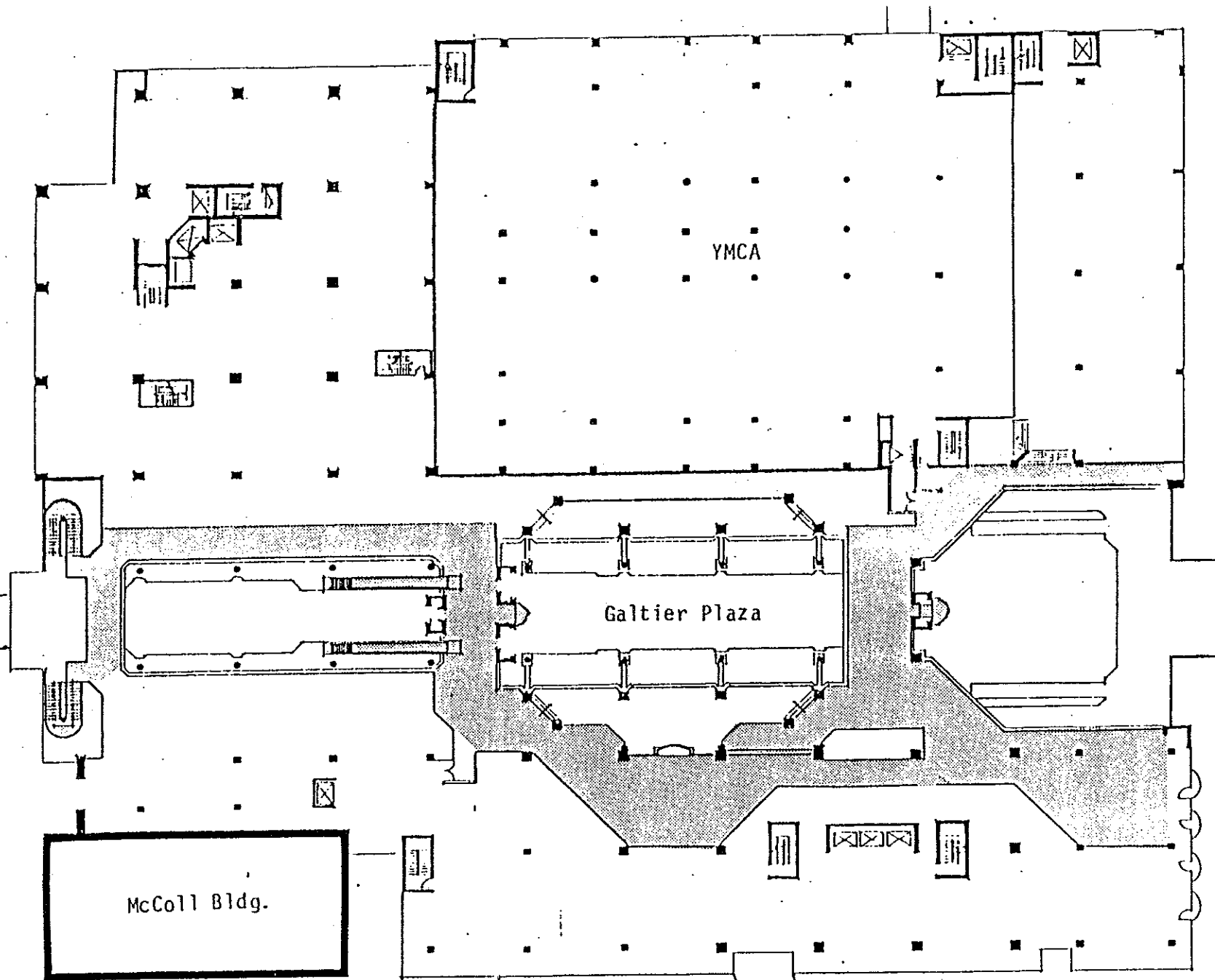
McColl Bldg.

Galtier Plaza

YMCA

Sibley Street





Sixth Street

State Employment Service

Farm Credit Services

Jackson Street

Galt
Plaza

Fifth Street

EXHIBIT "C"

Skyway Level

bridge

easement

directional sign

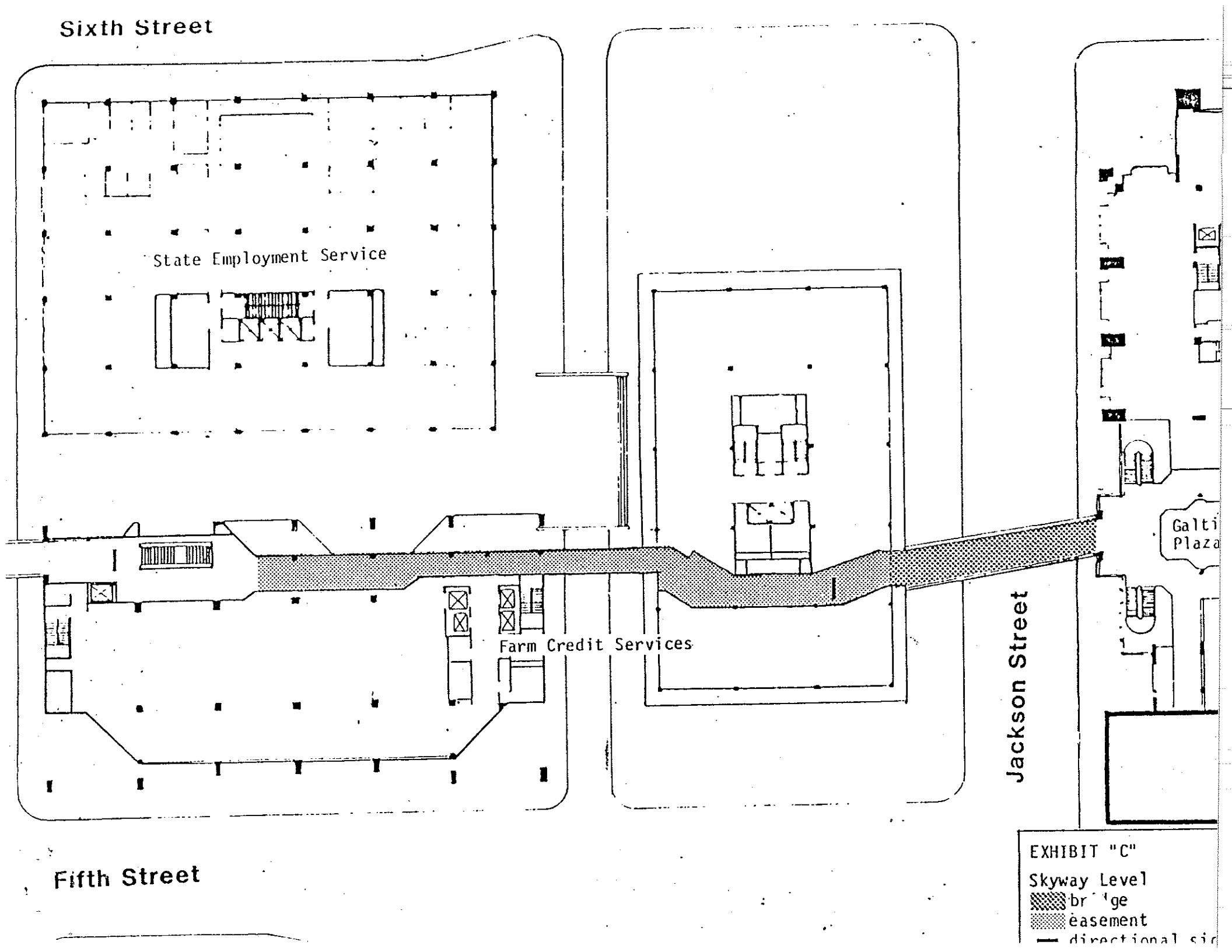


EXHIBIT D

Legal Description of the Property
(both FCS and Galtier Plaza)

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

EXHIBIT "E"

JACKSON STREET

SKYWAY BRIDGE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1995, by and between the ST. PAUL BANK FOR COOPERATIVES and AGRIBANK, FCB (hereinafter collectively referred to as "FCS") and ZAIDAN HOLDINGS (hereinafter referred to as "ZAIDAN").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Skyway Agreement dated October 30, 1985, FCS and Zaidan have heretofore agreed by and between themselves, the City of Saint Paul, Minnesota ("City") and the Housing and Redevelopment Authority of the City of Saint Paul ("HRA") to maintain, repair and operate the skyway bridge and its related equipment at their sole cost and expense and have agreed to enter into a written agreement for dividing such costs of said skyway bridge and its related equipment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, during the term hereof, it is hereby agreed by and between the parties as follows:

1. DEFINITION. "Skyway Bridge" when used herein shall include that portion of the St. Paul pedestrian skyway system commencing at the point at which the Skyway Bridge structure over Jackson Street connects to the FCS building and extending to the point at which the bridge structure connects to Zaidan's building, said building commonly known as the Galtier Plaza building. Each party hereto shall be solely liable for all costs arising out of or connected with the construction, maintenance, security, operation and repair of the skyway concourses, corridors and approachways connected to the Skyway Bridge and associated with its respective building, including any costs for required insurance coverages; and nothing contained in this Agreement shall be construed to create any liability on the part of one party for such costs required to be incurred solely by the other party.

2. TERM. This Agreement shall be effective on the date hereof, and shall continue until the Bridge is removed or until terminated in accordance herewith. Either party may cancel this Agreement effective at the end of any calendar year by written notice given at least sixty (60) days prior to the end of the year, setting forth the reason for the termination and a proposed amendment to this Agreement.

The respective rights and obligations of the parties set forth in this Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their assigns and successors as owners of the buildings to which the Skyway Bridge is to

be attached. Each of the parties hereto reserves the right to sell, convey or otherwise transfer its interest in the building to which the Skyway Bridge is to be attached to any other corporation, corporations, trust, trusts, individuals, partnerships or other form of venture. In such event, the party making such transfer shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any obligations of such party under the terms of this Agreement thereafter to be performed, provided that the transferee of such building agrees in writing to assume all such obligations of the transferring party.

3. EXCLUDED COSTS. (a) Capital Costs.. All expenditures for the acquisition of any item whatsoever are excluded from the terms and conditions of this Agreement, unless the item is in replacement of any item which is defective and which is physically located in the Skyway Bridge.

(b) Operating Costs. All operating costs not directly attributable to the operation and maintenance of the Skyway Bridge are excluded from the terms and conditions of this Agreement. This exclusion extends to the maintenance and repair of heating, ventilating, air conditioning, electrical, and plumbing systems not physically located in the Skyway Bridge. This exclusion also extends to administrative, supervisory and overhead allocations and costs.

4. SHARED COSTS. (a) Utilities. Zaidan shall pay all costs of utilities directly attributable to heating, ventilating, air conditioning, and providing electricity to the Skyway Bridge, and shall be responsible for providing all such services.

(b) Cleaning, Maintenance and Repair. The FCS shall pay all costs necessary to keep the Skyway Bridge reasonably clean of litter and debris and in a reasonably safe condition for pedestrian travel. Such cleaning shall include, but not be limited to, glass, floor, hardware, metal trim and light fixture cleaning and polishing. The term "costs" as used in the first sentence of this subparagraph (b) shall mean costs incurred for materials and labor. All maintenance and repair costs to the Skyway Bridge not included in this paragraph shall be included in subparagraph 4.(c) below. Plans and specifications for all additions, alterations, repairs or replacements shall be forwarded to Zaidan at the time they are submitted to the City and the HRA for approval as required by the Skyway Agreement.

(c) Other Costs. Any other costs and expenses associated with the Skyway Bridge and of necessity incurred by or imposed on the parties hereto, including, but not limited to, any taxes, repair, glass replacement or any cost for removal of the Skyway Bridge (but not including the excluded costs referred to in paragraph 3 above), shall be included in Shared Costs and divided equally between the parties hereto at the time the cost is incurred. The FCS shall make all arrangements for all maintenance and repair included under paragraph 4(b) and 4(c) of this Agreement.

(d) **Annual Adjustments.** It is the intention of the parties that all Shared Costs shall be equally borne between them. As soon as practicable after the close of each calendar year, each party shall supply the other with a statement of the Shared Costs incurred during the preceding year pursuant to this Agreement. Such statements shall be in sufficient detail that their accuracy may reasonably be determined. Within fifteen business days after both parties have submitted their statement of costs, the parties shall adjust and settle their accounts so that each party shall bear an equal share of the costs incurred pursuant to this Paragraph 4 during the preceding year. Adjustments shall be made in accordance with such statements notwithstanding either party's disagreement with the accuracy of such costs. Any such disagreement shall be immediately referred by the parties to a mutually acceptable public accountant or other professional consultant acting as an expert and not as an arbitrator. Any decision of such expert shall be binding and any necessary adjustment of the sharing of costs shall be made within ten business days of receipt of such decision. The cost of resolution of any such dispute shall be borne by the challenging party.

5. **INSURANCE.** The parties hereto agree that they each, at its own individual expense, shall provide its own public liability and casualty insurance coverage, as required by the Skyway Agreement.

6. **SURETY BOND.** Each party hereto agrees that they each shall furnish and maintain separate surety bonds, as principal, in the amount of \$100,000.00 in favor of the City as obligee in accordance with, and subject to all the terms and conditions of, Paragraph 21 of the Skyway Agreement. The parties hereto agree that each of them shall pay the cost of its own surety bond.

7. **COMPLIANCE WITH BRIDGE AGREEMENT AND ORDINANCE.** Each of the parties hereto agrees to comply with all provisions of the Skyway Agreement and any city Ordinances insofar as they pertain to the Skyway Bridge and the respective parties hereto.

8. **DEFAULT, OPTION TO PERFORM, REIMBURSEMENT.** If either party hereto shall default in the performance of its obligations hereunder and fails to cure such default within fifteen (15) days after notice from the non-defaulting party, such non-defaulting party shall have the right, but not the obligation, to perform the duties of the defaulting party. (If such default, in the reasonable determination of the non-defaulting party, results in an emergency or creates a potentially hazardous situation, the non-defaulting party shall have the right to perform the duties of the defaulting party immediately and without notice.) In the event one party hereto performs any duties of the other party pursuant to the terms of this paragraph, the defaulting party shall promptly, upon demand and receipt of a statement of costs, reimburse the non-defaulting party of all costs and expenses incurred in the performance of such duties. Reimbursement made pursuant to this paragraph 8 shall be included in the Maintenance Costs pursuant to paragraph 4.

9. REIMBURSEMENT OF CITY. If either party hereto fails to perform its duties under this Agreement with the result that the City directs the performance of or undertakes to perform such duties and assesses the costs thereof against the parties hereto pursuant to the terms of the Skyway Agreement, such costs shall be allocated as follows:

(a) If the costs relate to obligations of Zaidan pursuant to paragraph 4(a) of this Agreement, such costs assessed by the City shall be paid by Zaidan;

(b) If the costs relate to obligations of FCS pursuant to paragraph 4(b) of this Agreement, such costs assessed by the City shall be paid by FCS;

(c) If the costs relate to obligations which are to be divided equally between the parties hereto, pursuant to paragraph 4(c) and 4(d) of this Agreement, such costs assessed by the City shall be divided equally between the parties hereto.

10. BUILDING SECURITY. Each of the parties shall have a key to its respective side of the door or doors which shall control pedestrian traffic across the Skyway Bridge, and may lock the door closed during those times when the Skyway Bridge is not required to be open by the provisions of the Skyway Agreement.

11. NOTICES. All notices, demands and other communications which may be or are required to be given by either party to the other shall be directed as follows:

(a) If to FCS, to:

AgriBank, FCB
Manager, Administrative Services
375 Jackson Street
St. Paul, Minnesota 55101

(b) If to Zaidan, to:

Attention: Property Manager
Zaidan Holding
Galtier Plaza
Suite 315
St. Paul, Minnesota 55101

or to such other persons or places as may be designated by a party hereto by a notice given in the foregoing manner. In the event either of the parties of this Agreement receives any notice from the City with respect to the Skyway Bridge, the party receiving such notice shall promptly advise the other party of the contents of such notice.

12. AMENDMENT. This Agreement may be amended from time to time by written agreement executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGRIBANK, FCB

By

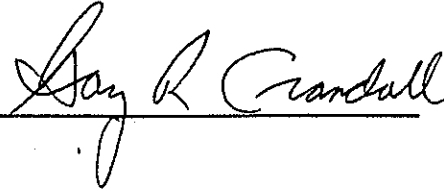
Its



ST. PAUL BANK FOR COOPERATIVES

By

Its



ZAIDAN HOLDINGS

By

Its

