

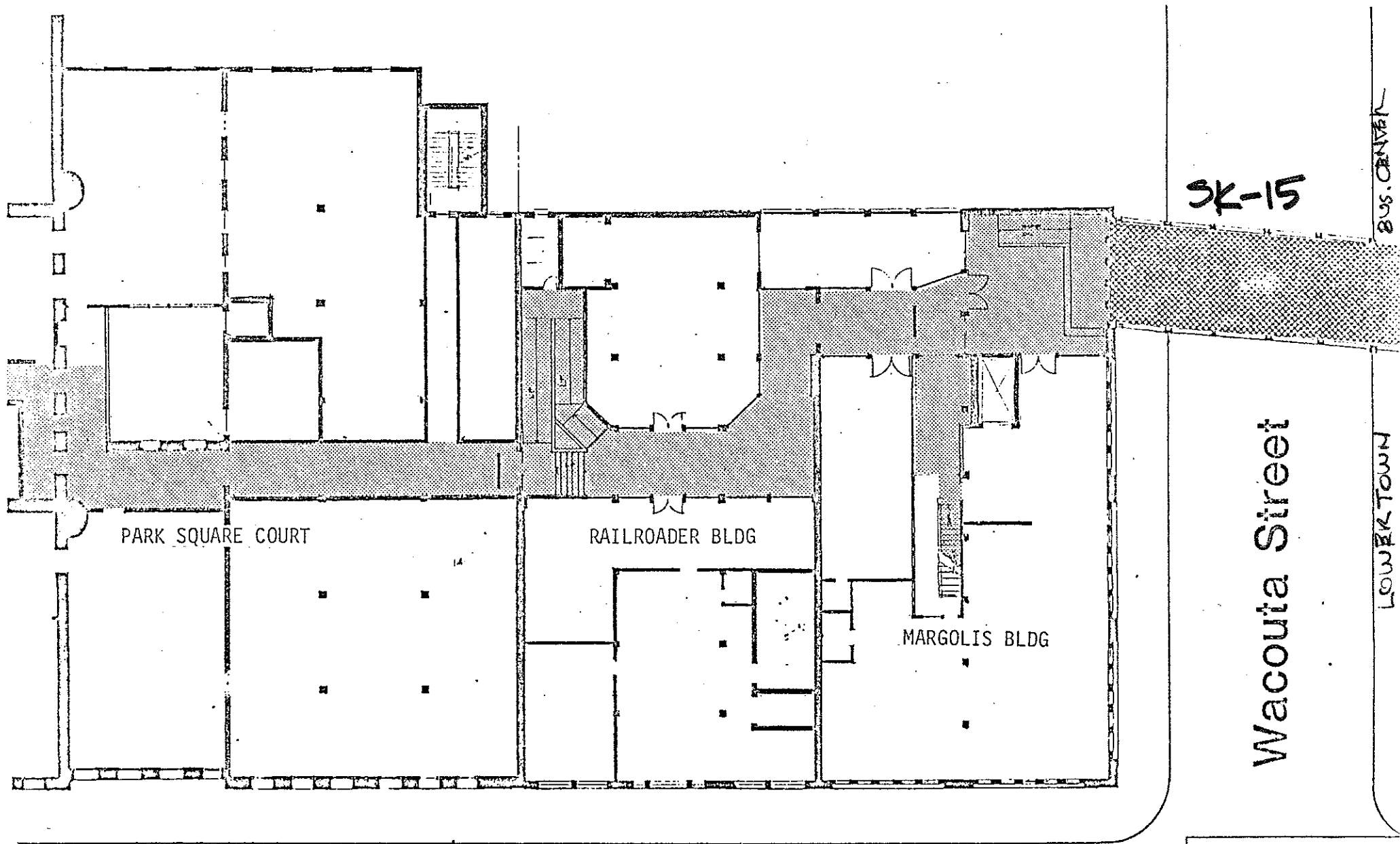


EXHIBIT "B"

Skyway Level

 easement

 bridge

 directional sign

**FIRST AMENDMENT TO  
AGREEMENT REGARDING CONSTRUCTION,  
MAINTENANCE AND OPERATION OF A  
SKYWAY BRIDGE OVER WACOUTA STREET  
AND ASSOCIATED PEDESTRIAN CONCOURSES**

THIS FIRST AMENDMENT ("First Amendment") is made as of June \_\_\_\_, 2007, by and between RPL Condos LLC, a Minnesota limited liability company ("RPL"), and the City of Saint Paul, a municipal corporation ("City").

**RECITALS**

A. RPL owns the property containing the River Park Lofts Development and legally described as Lots 3, 4, 7, 8 and 9, and parts of Lots 5 and 6, Block 6, Whiting and Smith's Addition (the "CD Building").

B. RPL's predecessor in title, Control Data Properties, Inc., and the City executed and recorded against the CD Building that certain Agreement regarding Construction, Maintenance and Operation of a Skyway Bridge over Wacouta Street and Associated Pedestrian Concourses dated September 10, 1985, filed February 26, 1986 as Document No. 2303432 in the Office of the Ramsey County Recorder (the "Skyway Agreement").

C. RPL has modified the improvements on the first and second floors of the CD Building, and the parties have agreed to amend the Skyway Agreement to reflect the modified improvements to the CD Building.

NOW, THEREFORE, the parties hereby amend the Skyway Agreement as follows:

1. Definitions. Except as expressly provided herein, all capitalized terms set forth in this First Amendment shall have the meanings assigned to them in the Skyway Agreement.
2. Modification of Skyway Easement. Notwithstanding any provisions to the contrary set forth in the Skyway Agreement, the parties acknowledge and agree that the public easement created by the Skyway Agreement shall be over only those Common Element hallways, stairways and elevators on the first and second floors of the CD Building legally described on Exhibit A attached hereto and shown on the drawings attached hereto as Exhibit B.
3. Other Terms Unchanged. Except as expressly modified by the terms of this First Amendment, the terms of the Skyway Agreement shall remain unmodified and in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**SIGNATURE AND ACKNOWLEDGEMENT PAGE TO  
AGREEMENT REGARDING CONSTRUCTION,  
MAINTENANCE AND OPERATION OF A  
SKYWAY BRIDGE OVER WACOUTA STREET  
AND ASSOCIATED PEDESTRIAN CONCOURSES**

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first set forth above.

**RPL CONDOS, LLC,**  
a Minnesota limited liability company

**THE CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Its \_\_\_\_\_

By *Bruce Engelbrekt*  
Public Works / City Real Estate  
Its Real Estate Manager

FORM APPROVED:  
City Attorney's Office

By *P.W. Warner* 6-26-07

STATE OF MINNESOTA     )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the Chief Manager of RPL Condos, LLC, a Minnesota limited liability company on behalf of the company and the partnership.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
                                          ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2007, by Bruce Engelbrekt, the Public Works of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the City. Real Estate Manager

*[Signature]*  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
Leonard, Street and Deinard (SCM)  
150 South 5th Street, Suite 2300  
Minneapolis, Minnesota 55402

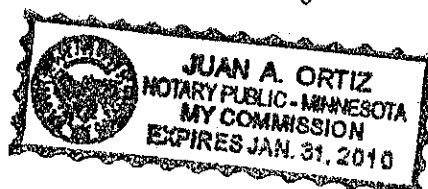


EXHIBIT A

SKYWAY EASEMENT LEGAL DESCRIPTION

That part of Lot 8, Block 6, Whitney and Smith's Addition to St. Paul, according to the recorded plat thereof, described as follows:

Commencing at the most southerly corner of Lot 7, said Block 6; thence on an assumed bearing of North 32 degrees 38 minutes 40 seconds West, along the southwesterly line of said Block 6, a distance of 76.43 feet, to the point of beginning of the land to be described; thence North 57 degrees 25 minutes 22 seconds East, a distance of 20.67 feet; thence South 32 degrees 34 minutes 38 seconds East, a distance of 10.58 feet; thence North 57 degrees 25 minutes 22 seconds East, a distance of 8.25 feet; thence North 32 degrees 34 minutes 38 seconds West, a distance of 10.58 feet; thence North 57 degrees 25 minutes 22 seconds East, a distance of 8.15 feet; thence South 32 degrees 30 minutes 00 seconds East, a distance of 3.62 feet; thence North 58 degrees 14 minutes 21 seconds East, a distance of 7.79 feet; thence North 32 degrees 34 minutes 38 seconds West, a distance of 3.31 feet; thence North 57 degrees 25 minutes 22 seconds East, a distance of 11.82 feet; thence South 32 degrees 34 minutes 38 seconds East, a distance of 2.23 feet; thence North 59 degrees 59 minutes 07 seconds East, a distance of 17.31 feet; thence North 32 degrees 34 minutes 36 seconds West, a distance of 10.54 feet; thence South 57 degrees 25 minutes 22 seconds West, a distance of 17.79 feet; thence North 32 degrees 34 minutes 38 seconds West, a distance of 1.39 feet; thence South 57 degrees 25 minutes 22 seconds West, a distance of 46.50 feet; thence North 32 degrees 34 minutes 38 seconds West, a distance of 5.34 feet; thence South 57 degrees 25 minutes 22 seconds West, a distance of 9.69 feet, to the southwesterly line of said Block 6; thence South 32 degrees 38 minutes 40 seconds East a distance of 13.84 feet to the point of beginning.

Said easement lies between an elevation of 805.23 and 834.00 (N. G. V. D. 1929)

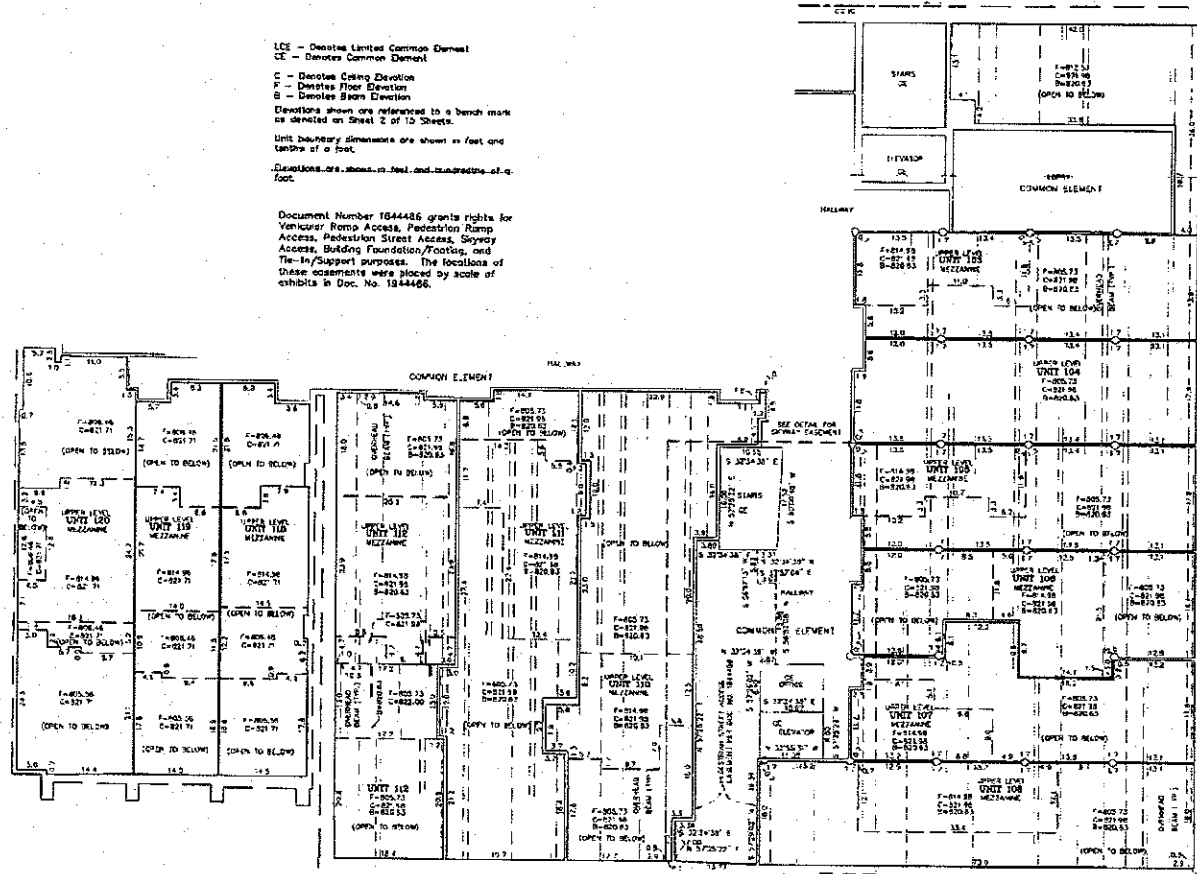
# COMMON INTEREST COMMUNITY NUMBER 687

## CONDOMINIUM RIVER PARK LOFTS CONDOMINIUM COMMON INTEREST COMMUNITY PLAT

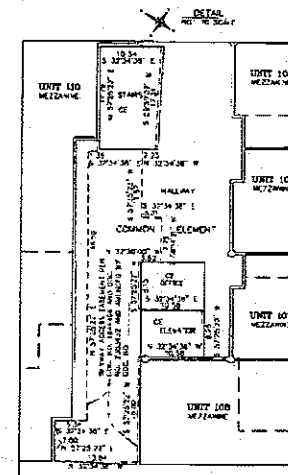
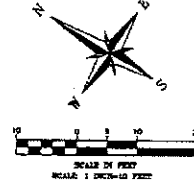
### UNIT BOUNDARIES

LCE - Denotes Limited Common Element  
CE - Denotes Common Element  
C - Denotes Ceiling Elevation  
F - Denotes Floor Elevation  
B - Denotes Beam Elevation  
Elevations shown are referenced to a bench mark as denoted on Sheet 2 of 15 Sheets.  
Unit boundary dimensions are shown in feet and tenths of a foot.  
Elevations are shown in feet and tenths of a foot.

Document Number 1644486 grants rights for Vehicular Ramp Access, Pedestrian Ramp Access, Pedestrian Street Access, Stairway Access, Building Foundation/Footing, and Tie-In/Support purposes. The locations of these easements were placed by scale of exhibits in Doc. No. 1644486.



### 1ST LEVEL MEZZANINE



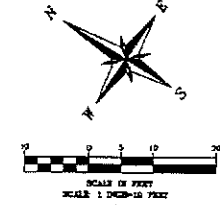
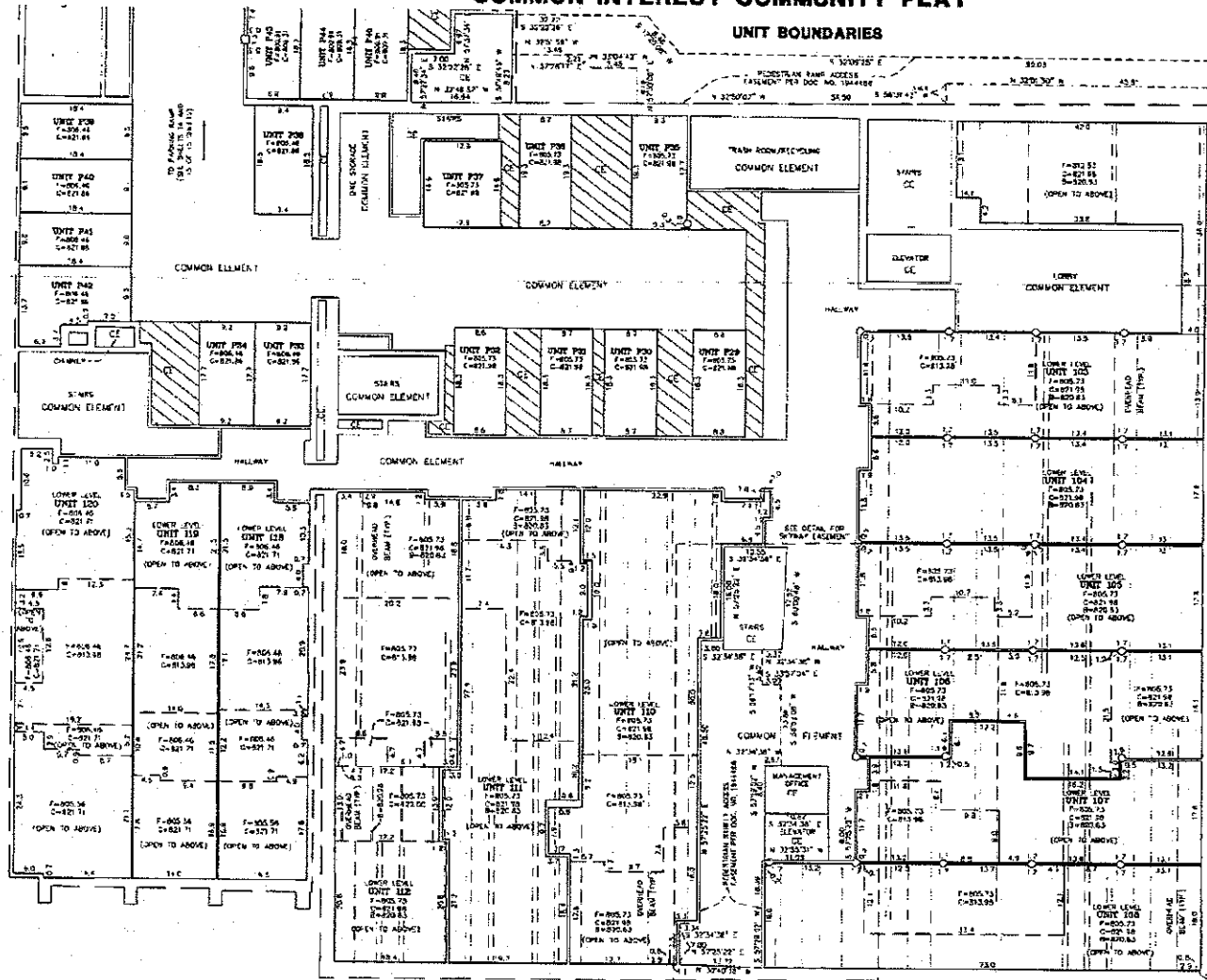
**SCHOELL & MADSON, INC.**  
ENGINEERS • SURVEYORS • PLANNERS

EXHIBIT B  
DRAWINGS

# COMMON INTEREST COMMUNITY NUMBER 687

## CONDOMINIUM RIVER PARK LOFTS CONDOMINIUM COMMON INTEREST COMMUNITY PLAT

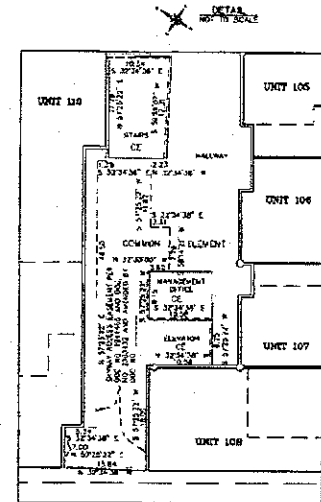
1ST LEVEL



LOE - Denotes Limited Common Element  
CE - Denotes Common Element  
C - Denotes Ceiling Elevation  
F - Denotes Floor Elevation  
B - Denotes Beam Elevation  
Elevations shown are referenced to a bench mark as detailed on Sheet 2 of 15 Sheets.

Unit boundary dimensions are shown in feet and tenths of a foot.  
Elevations are shown in feet and hundredths of a foot.

Storage Unit, Identifiers begin with a S.  
Parking Unit, Identifiers begin with a P.  
Document Number 1644465 grants rights for Vehicular Ramp Access, Pedestrian Ramp Access, Pedestrian Street Access, Skyway Access, Building Foundation/Footing, and Tie-in/Support purposes. The locations of these easements were placed by scale of exhibits in Doc. No. 1944465.

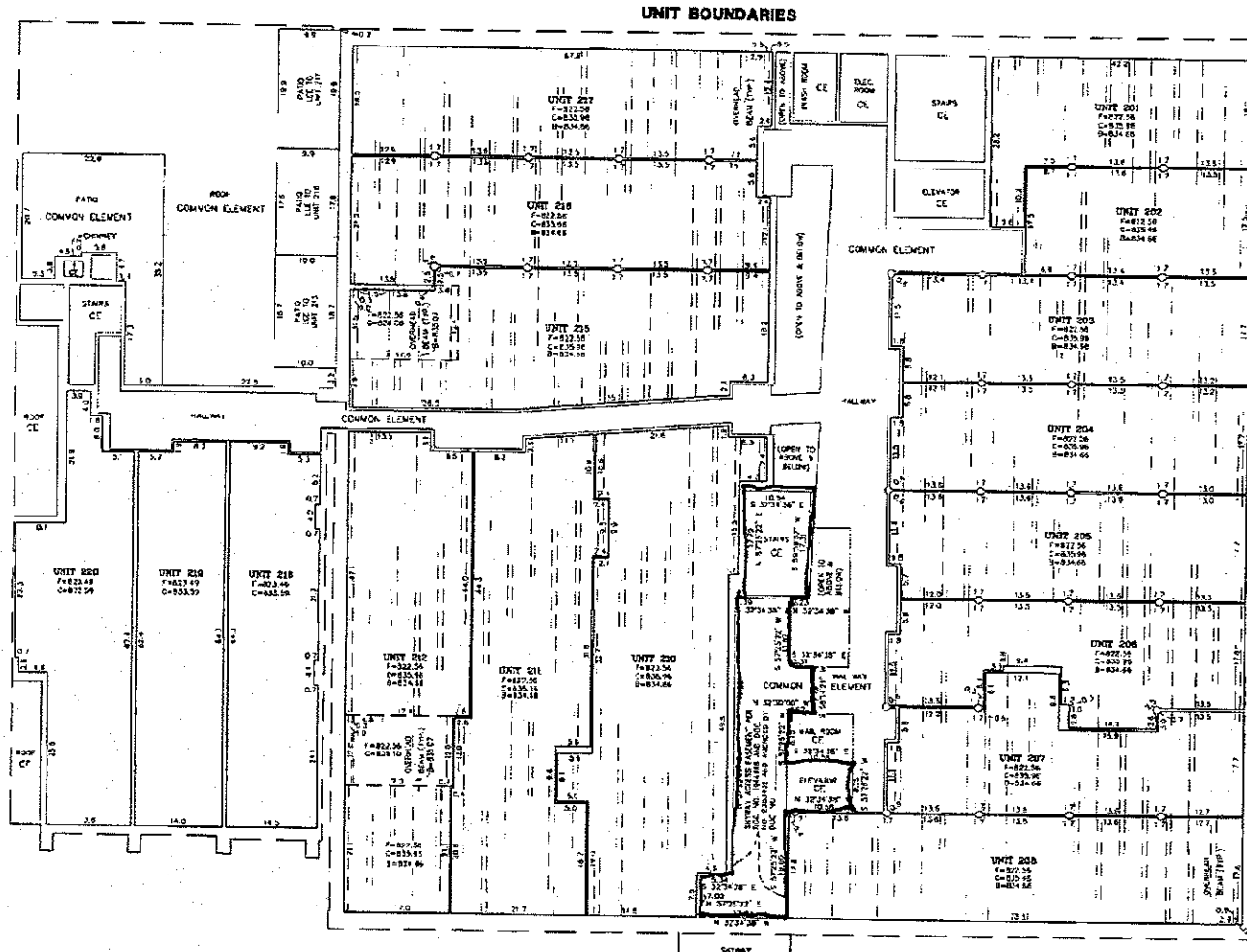


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# COMMON INTEREST COMMUNITY NUMBER 687

## CONDOMINIUM RIVER PARK LOFTS CONDOMINIUM COMMON INTEREST COMMUNITY PLAT

2ND LEVEL



UOE - Denotes Limited Common Element  
CE - Denotes Common Element

C - Denotes Ceiling Elevation  
F - Denotes Floor Elevation  
B - Denotes Beam Elevation

Elevations shown are referenced to a bench mark as denoted on Sheet 2 of 13 Sheets

Unit boundary dimensions are shown in feet and tenths of a foot.

Elevations are shown in feet and hundredths of a foot.

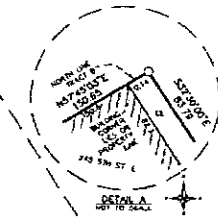
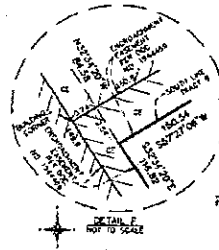
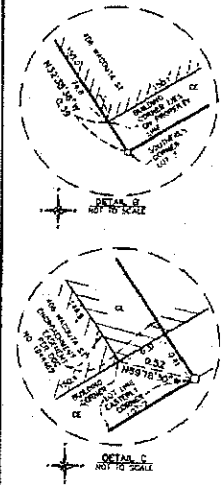
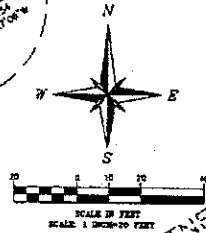
Document Number 1644466 grants rights for Vehicular Ramp Access, Pedestrian Ramp Access, Pedestrian Street Access, Stairway Access, Building Foundation/Footing, and Ties-in/Support purposes. The locations of these easements were placed by scale of exhibits in Dec. No. 1544466.

**SCHOELL & MADSON, INC.**  
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# COMMON INTEREST COMMUNITY NUMBER 687

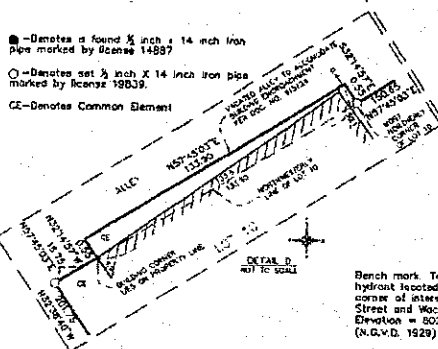
## CONDOMINIUM RIVER PARK LOFTS CONDOMINIUM COMMON INTEREST COMMUNITY PLAT

SITE PLAN



Document Number 1544466 grants rights for Vehicular Ramp Access, Pedestrian Ramp Access, Pedestrian Street Access, Skyway Access, Building Foundation/Footing, and Tie-in/Support purposes. The locations of these easements were placed by scale of exhibits in Doc. No. 1544466

- - Denotes a found 1/2 inch x 14 inch iron pipe marked by license 14887
- - Denotes set 1/2 inch x 14 inch iron pipe marked by license 19839
- CE - Denotes Common Element



Bench mark: Top nut of hydrant located at northeast corner of intersection of 6th Street and Wacouta Street. Elevation = 502.39 feet (N.G.V.D. 1929)

**SCHOELL & MADSON, INC.**  
ENGINEERS • SURVEYORS • PLANNERS

SK-15

County doc #  
2303432

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

By and Between

RAILROADER PRINTING HOUSE

and

THE CITY OF SAINT PAUL

~~1984~~  
1985

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## SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 10TH day of SEPTEMBER, ~~1987~~<sup>1985</sup> by and between the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; and the RAILROADER PRINTING HOUSE, a Minnesota corporation, hereinafter referred to as "Railroader".

### 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 HRA has caused a skyway bridge to be constructed over Sibley Street between Sixth and Seventh Streets, and the City is desirous of contracting for the construction of a skyway bridge over Wacouta Street between Sixth and Seventh Streets so as to connect the buildings affected with the System; and

WHEREAS, Railroader is the owner of southeasterly 100 feet of Lots 4 and 5, Block 7, Whitney and Smith's Addition, and the improvements and buildings thereon, said improvements and buildings to be hereinafter referred to as the "Railroader Building"; and

WHEREAS, Control Data Properties, Inc., a Delaware corporation, hereinafter referred to as "CD", is the owner of Lots 3, 4, 7, 8 and 9, and parts of Lots 5 and 6, all in Block 6, Whitney and Smith's Addition to Saint Paul, and certain improvements thereon, which improvements are hereinafter referred to as the "CD Building"; and

WHEREAS, Railroader agrees to the construction of a skyway pedestrian bridge across Wacouta Street from the Railroader Building to the CD Building; and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the Railroader Building to the skyway bridge across Wacouta Street and to the abutting buildings, and declare their intention to so extend the System;

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

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

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

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

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

#### BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design, Construction, Payment. The City agrees to design and cause to be constructed a skyway bridge connecting the CD Building with the Railroader Building, in accordance with City approved plans and specifications prepared by Hammel, Green and Abrahamson. The City will also design and construct the mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract. Railroader shall not be obligated to pay for any portion of such work. 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 Railroader and CD, and the City, upon request, shall assign such warranties to Railroader and CD upon approved contract completion without relinquishing its own rights under such warranties; and, if necessary, will cooperate 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 Railroader and CD, 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.

2. Support Structure Within Buildings. The City shall be responsible for and provide at its cost all necessary support structures within the Railroader Building for accommodation of the bridge.

3. Bridge HVAC, Lighting, Drainage Systems. Said skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The mechanical, electrical and roof drainage systems of the bridge shall be tied into the respective systems of the Control Data Building, which systems shall be of sufficient capacity to serve the bridge. The said skyway bridge shall also include finishing at skyway bridge ends, a linear metal ceiling, terrazzo floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and aluminum and glass doors at both ends of the bridge. (2)

#### PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

4. Concourse Access. The City shall, at its expense, construct and be responsible for the pedestrian concourses at the second level of the Railroader Building, 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 pedestrian concourses shall be as described and shown on Exhibit A attached hereto.

5. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the Railroader Building to the bridge over Wacouta Street, and access thereto, shall be borne by the City.

#### EASEMENTS AND HOURS

6. Grant of Easement and Hours. Railroader hereby agrees to grant to the City a public easement for the pedestrian skyway system through the Railroader Building in accordance with Exhibit A attached hereto. Said easements to be granted by the Railroader shall be in the form attached hereto as Exhibit B and shall grant to the public the right of use of said pedestrian concourse system through the Railroader Building for purposes of pedestrian ingress, egress, and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse through their property as the City may, by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. It is agreed by all parties that the skyway bridge herein and the new pedestrian concourses provided

for in the Railroader Building shall be open for public ingress, egress and transit from 7:00 A.M. to 6:00 P.M., five days a week and closed on Saturdays and Sundays. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

7. Easement Description. The new public easement through the Railroader Building shall be in accordance with Exhibit A herein and shall commence at the easterly property line of the Railroader Building where the skyway bridge over Wacouta Street will cross the property line to connect to the Railroader Building and shall extend in a westerly direction through the Railroader Building to the pedestrian concourse in the abutting Building.

8. 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.

9. Easement Survey. The easement areas shall be more particularly described, by a registered land surveyor following completed construction of the public concourse/access areas.

10. Easements Public and Subject to Law. Railroader agrees that the pedestrian concourse within the easements herein described 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.

11. 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 Railroader Building 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.

12. 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

13. City Transfer of Plans, Drawings, Etc. City shall transfer to Railroader and CD copies of all plans, specifications, drawings, operating manuals, written warranties, etc., required, 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.

14. Scope of Maintenance; Approval of Modifications. Railroader further agrees that it is separately and jointly obligated, with CD, 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, it being understood that CD is similarly obligated by a written Skyway Agreement with the City. Railroader shall enter into a separate written agreement with CD for sharing the maintenance, operation and repair costs of the skyway bridge, and other terms as may be agreeable to them. Such maintenance shall be to a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Except for routine repairs and replacement or when an emergency situation requires rapid action, City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on the part of the City to approve or disapprove within 14 calendar days shall be deemed approval.

15. Maintenance of Concourses; Carpet. Railroader hereby agrees to provide at its sole expense all repairs and maintenance to maintain the pedestrian concourse in or on the Railroader Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. Except for routine repairs and replacement or when an emergency situation requires rapid action, 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 work contemplated therein. Lack of action on the part of the City to approve or disapprove within 14 calendar days shall be deemed approval. If Railroader uses or installs carpet or other non-permanent flooring material for concourse corridors, it shall replace such carpet with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined jointly by the City and Railroader, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld.

16. Failure to Maintain; Remedies. If Railroader and CD fail to adequately maintain, repair and operate the said skyway bridge and their respective pedestrian concourse areas to a reasonable standard of safety and cleanliness within 30 calendar days after receipt of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by Railroader and CD or their sureties as applicable; provided, however, that the City retains the right to assess such costs 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.

17. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purposes other than for or on store fronts in the pedestrian concourse. Such store front signage shall not project out from the wall into the easement area except as subject to 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 City prior to sign construction and installation, and the City's approval shall be given if such signage is comparable to that existing elsewhere in the System, if not confusingly similar to skyway directional signs, and if consistent with good design practices.

#### SURETY BONDS AND INSURANCE

18. \$100,000.00 Surety Bond; Contractor's Insurance. CD and Railroader are separately and jointly obligated to, and shall furnish and maintain a surety bond in the amount of \$100,000.00 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said Railroader and CD 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 Railroader and CD complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair and/or removal of the skyway bridge, which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance and Management Services

for the City. The City shall procure from the general contractor and provide to Railroader and CD 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. The City shall not require CD or Railroader, or their sureties on said bond, to remove the said skyway bridge at their expense unless (1) CD and Railroader (or their successors or assigns) agree thereto; (2) such removal is necessary to protect the health, safety and welfare of the public, pedestrians, motorists or persons in either the CD Building or Railroader Building; or (3) either the CD Building or Railroader Building, or both, are razed and not rebuilt.

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

20. Amount of Insurance. CD and Railroader are separately and jointly obligated to, and shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge and liability insurance for the pedestrian concourse, with a duly licensed insurance company, wherein the City shall be designated as an additional insured, said insurance containing the following minimum coverages: for property damage to the extent of \$200,000.00 in any single accident; for personal injuries, including death, \$500,000.00 for each occurrence. Such minimum amounts shall be subject, upon 60 days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

#### DIRECTIONAL SIGNS

21. Approval, Cost of Signs. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined jointly by the City and Railroader. The City shall pay the initial cost of such signs in their respective portions of the concourse. 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 4 and 5 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by Railroader. If the location of the pedestrian concourse public easement is changed, the said signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by City, unless the change has occurred at the request or by the action of the party upon whose property said signs are located, in which event such party shall pay all such costs. If the sign moving requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for skyway signs, and the cost of such change shall be borne as provided in the immediately preceding sentence.

### BINDING OBLIGATIONS

22. 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.

23. 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.

24. 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.

25. Owners Retain Property Rights; Obligations Conveyed. Railroader reserves for itself 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 its interest in the property, Railroader 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 its part contained in this Agreement thereafter to be performed; provided that Railroad's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of Railroader under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees, and shall include therefor, Railroader.

26. Effective Date of Obligations - Skyway. Seven (7) calendar days after the receipt of Written Notice of Final Inspection by the City, and its furnishing to Railroader, the obligations and duties contained in paragraphs 14, 16, 17, 18 and 20 herein above, as to said skyway bridge, shall become operative.

27. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to Railroader. Seven (7) days thereafter the obligations and duties contained in paragraphs 6, 15, 16, 17, 19 and 20, herein above, as to said pedestrian concourse, shall become operative.

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

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

and

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

and

City of Saint Paul  
Peter G. Hames, Director  
Department of Finance and  
Management Services  
Room 234, City Hall  
St. Paul, Minnesota 55102

b. To: John T. Withy  
Railroader Printing House  
231 E. Sixth Street  
St. Paul, Minnesota 55105

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

SAVINGS CLAUSE

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

APPROVED AS TO FORM

Philip B. Byrne

CITY OF SAINT PAUL

By Richard J. Leahy, Acting  
Its Mayor

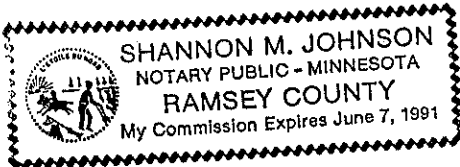
By James Bell  
Its Director, Department of  
Planning and Economic Development

By Edward M. Munn  
Its Director, Department of Finance and  
Management Services

By Albert B. Olson  
Its City Clerk

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

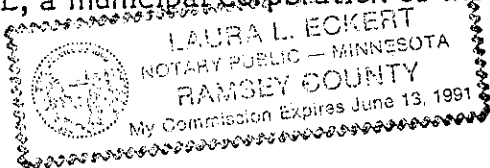
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Sept, 1987,<sup>45</sup>  
by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the  
State of Minnesota, on behalf of the City of Saint Paul.



Shannon M. Johnson

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of Sept, 1987,<sup>45</sup>  
by JAMES J. 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.

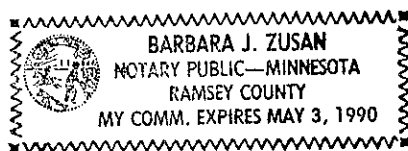


Laura L. Eckert

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

Edward J. Warn

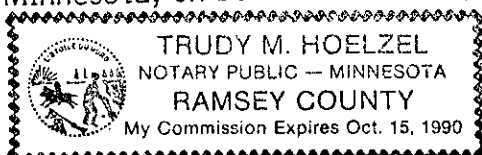
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 1987,<sup>45</sup>  
by ~~PETER G. HAMES~~, Director of the Department of Finance and Management Services  
for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of  
the City of Saint Paul.



Barbara J. Zusan

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 1987,<sup>45</sup>  
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

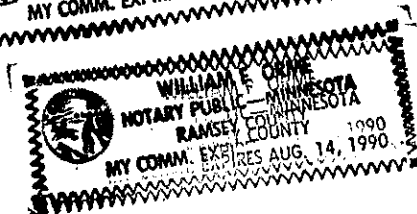
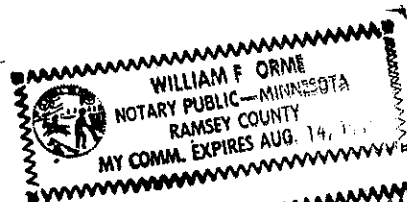
RAILROADER PRINTING HOUSE

By Marilyn G. Withy  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA     )  
                                      ) SS.  
COUNTY OF RAMSEY     )

On this 2 day of Nov., 1982, before me, a Notary Public in and for said County, appeared Marilyn G. Withy and \_\_\_\_\_, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and \_\_\_\_\_ of the RAILROADER PRINTING HOUSE, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said Marilyn G. Withy and \_\_\_\_\_ acknowledged said instrument was the free act and deed of said corporation.



William F. Orme

EXHIBIT A: EASEMENTS

## GRANT OF EASEMENT

WHEREAS, the RAILROADER PRINTING HOUSE, a Minnesota corporation, 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 in Exhibit 1, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated \_\_\_\_\_ by and between the City of Saint Paul and Grantor, to grant to the City of Saint Paul, a public easement for purposes of pedestrian ingress, egress and transit through Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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

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

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

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

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

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

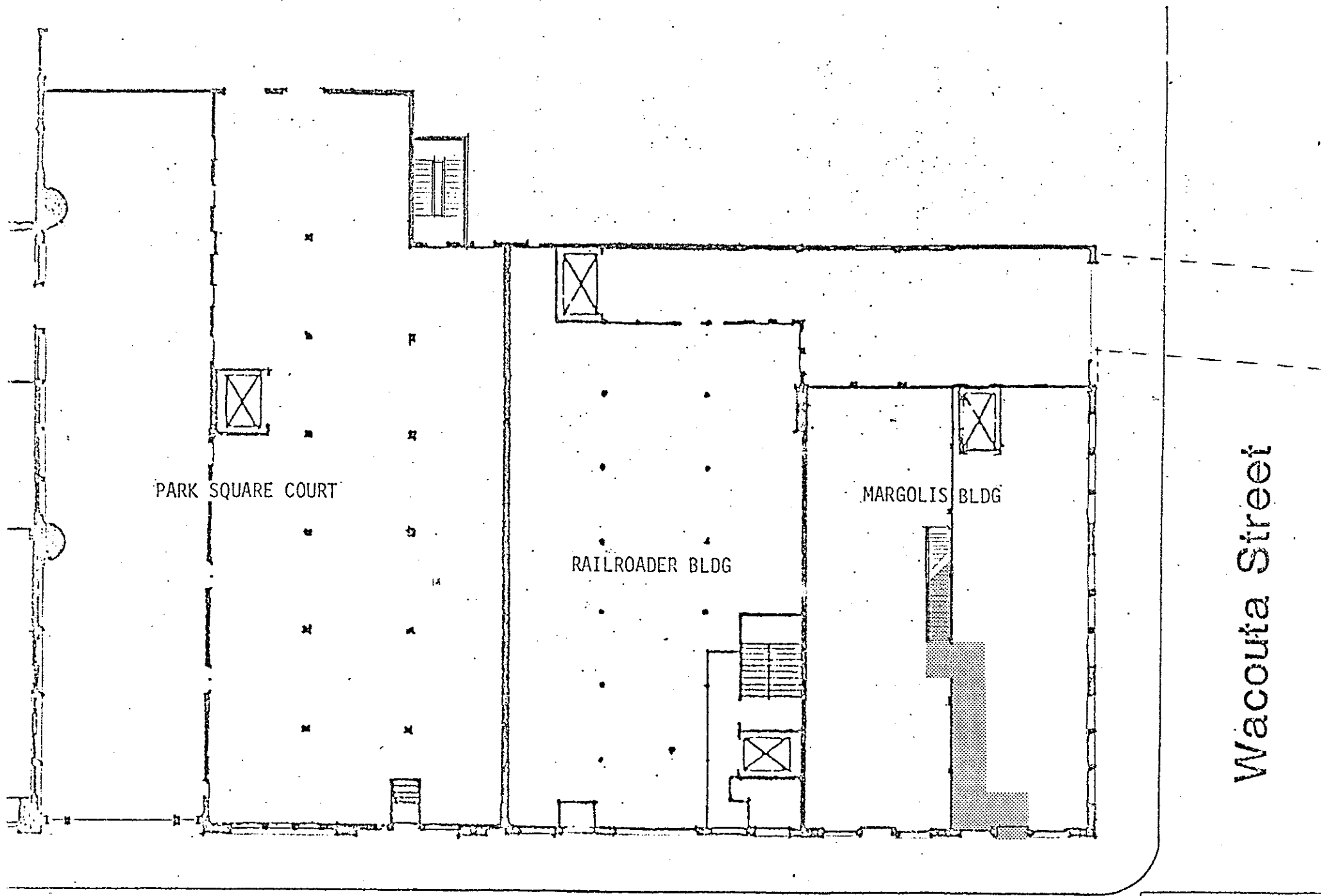
- A. In the event any easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; 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 \_\_\_\_\_, 19\_\_\_\_

EXHIBIT B: EASEMENT FORM



Fifth Street

Wacouta Street

EXHIBIT "B"

Street Level

 easement

EXHIBIT C:

General Policy Statement for the Construction  
of the Saint Paul Skyway System,

Adopted January 8, 1980

GENERAL POLICY STATEMENT  
FOR THE CONSTRUCTION OF THE  
SAINT PAUL SKYWAY SYSTEM

ADOPTED BY THE  
CITY COUNCIL OF  
SAINT PAUL, MINNESOTA  
JANUARY 8, 1980

DEPARTMENT OF PLANNING  
AND ECONOMIC DEVELOPMENT  
OF THE CITY OF SAINT PAUL, MINNESOTA

This Policy Statement Supersedes  
and replaces the  
General Policy Statement  
Pedestrian Concourse System  
Downtown Urban Renewal Project  
Minn. R-20  
Adopted by the  
Housing and Redevelopment Authority  
of the City of Saint Paul, Minnesota

## A. PURPOSE AND GENERAL DESCRIPTION

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

As used herein, the term "skyway system" is inclusive and encompasses the following:

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

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

## B. DEVELOPMENT PREMISES AND CONSIDERATIONS

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

### C. SKYWAY SYSTEM ELEMENTS DEFINED

The skyway system consists of five elements:

1. Concourse Corridors - Concourse corridors will run through a block from building face to building face connecting to a skyway bridge. The primary public purpose of such concourse corridors is the accommodation of pedestrian travel from point to point, and as such, a standard width of 12'0" is established for such elements.

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

3. Bridges - Bridges generally span streets and sidewalks between property lines and perform essentially the same public function as concourse corridors; therefore, the bridges will be built with a standard clear width of 12'0". Also, the City of Saint Paul currently requires a minimum bridge height clearance of 17'4" at the center of the street which it spans. Bridges may span private property but must connect to an acceptable segment of the basic skyway system, giving access to a public street or other public property. Bridges will be of a consistent design throughout the downtown area, consisting basically of exposed steel vierendeel trusses painted deep brown, with terrazzo floors and an egg crate grid luminous ceiling.

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

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

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

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

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

#### E. REQUIREMENTS FOR EXPENDITURE OF CITY FUNDS IN HARDSHIP CASES

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

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

#### F. DESIGN AND MATERIALS REQUIREMENTS AND STANDARDS

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

4. Skyway Floor Materials - All skyway bridges will contain terrazzo floors of a brown and grey chip in a dark matrix (Venice Art Marble V-1036, or equivalent), herein referred to as "skyway terrazzo." The City will require the use of skyway terrazzo in all or a major portion of the node to be developed central to each block of the skyway system. Such use of a constant material to each bridge and central node will establish a repetitive rhythm of spaces that will aid in achieving identity and continuity for the skyway system. In concourse corridors running between bridges and nodes, other floor materials may be used, though a consistency of floor material for concourse corridors must be maintained throughout each building. Skyway terrazzo and the concourse corridor floor material may not be used, unless changed in color tone or texture in private non-skyway building areas in proximity to the skyway system where such use would tend to obscure the identification of skyway materials with concourse areas. If the building owner chooses to use carpet or other non-permanent flooring material for concourse corridors, the building owner must agree to replace such carpet with new carpet or other material matching as closely as possible the original in color and texture at such intervals as may be determined by the City.

5. Concourse Ceilings and Lighting - Concourse ceilings shall be of the same materials throughout any one building. Minimum ceiling height shall be 8'0", and no signs or other graphics other than as specified above shall be fastened to, or suspended from, the ceiling. Lighting fixtures shall be recessed or attached in immediate proximity to the ceiling; hanging or pendant fixtures will not be permitted. Luminous ceilings are permitted. Artificial lighting intensity shall be a minimum of 30 f.c. at every point along the floor. The artificial lighting shall be supplied with electricity in such manner that the interruption of service in any circuit inside the building will not result in total interruption of the required lighting. Where adjacent private building areas are open to the concourse, a differentiation in ceiling treatment, height, light level, and/or light color shall be achieved. At nodes and at other locations where ceiling-mounted directional signs are to be located, additional lighting and/or outlets shall be provided to accent such graphic material.

6. Skyway System Walls - Where the skyway system is defined by walls or partitions separating the concourse from adjacent private building areas, such walls may be of a design and function consistent with the use and architectural design of such private building areas. Exceptions will be required at wall areas where graphic panels, maps, route directories, or other skyway-related graphic material is to be located. Skyway system walls shall be of durable, easily maintainable, finished materials. Where shop signs, department identification signs, or other permanent graphics not related to skyway graphics as specified above are required, they shall be located on and/or parallel to concourse walls at a height between 7'0" above the floor, except signs painted on shop windows may occur at other heights

In the event the developer or owner elects to substitute a new easement location, it will submit to the City the description thereof, the plans and specifications therefor, and proof of ability to pay and method of payment therefore for the approval of the City, which approval shall not be unreasonably withheld. The City shall have 90 days after the submission in which to approve or reject the submission. If the City rejects the submission, it must do so in writing within the 90-day period and, in such writing set forth in detail, the valid reasons for such rejection. In the event the City fails to reject the submission within said 90-day period, the City's consent shall be conclusively presumed. The City shall not be required to approve any change in easement location unless the easement to be submitted therefor contains at least the same area and dimensions of the existing easement; and the improvements thereon are of the same character, quality and functional characteristics of the initial concourse including replacement of signs, graphics and furniture provided in the original skyway system. When the City approves the substitution as aforesaid, the parties shall then join in the execution and delivery of an amendatory agreement in recordable form which designates the substitute location and terminates the easement over the old location effective upon completion of the construction of the new concourse and skyway system.

#### H. OPERATION AND MAINTENANCE REQUIREMENTS

The skyway system, including all future additions, is located on public property or within public easements. As such, the City has a proprietary obligation for operation, maintenance, repair and replacement of the skyway system. Nevertheless, the City will require, as part of the easement agreement, that the developer or building owner assume the full responsibility for the operation, maintenance, repair and replacement for all segments of the skyway system located within its property, for bridges over streets abutting its property, and carry out such operation, maintenance, repair and replacement at its own expense without cost to the City. In the event that the developer or building owner fails to operate, maintain, repair or replace the concourse system, or any part thereof, to a reasonable standard, the City may perform such operations and assess all costs incurred in so doing against the developer or building owner in accord with the normal procedures for assessments related to sidewalk maintenance, repair and replacement in the City of Saint Paul.

Where skyway bridges connect the property of one developer or owner with that of another, the developers or owners may share equally, or on whatever other basis is mutually agreeable to both, the bridge operation, maintenance, repair and replacement costs. Such agreement must be submitted to the City for approval prior to commencement of bridge construction.

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

By and Between

CONTROL DATA PROPERTIES, INC.

and

THE CITY OF SAINT PAUL

~~1984~~  
1985

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| 28. Effective Date of Obligations - Concourses                                                    | 9           |
| 29. Notices                                                                                       | 9           |
| Savings Clause                                                                                    |             |
| 30. Skyway Policy Pertinent                                                                       | 10          |
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| 31. Terms of Southerly Extension                                                                  | 10          |
| Exhibits                                                                                          |             |
| A. CD Easement                                                                                    |             |
| B. Easement Form                                                                                  |             |
| C. <u>General Policy Statement for the</u><br><u>Construction of the Saint Paul Skyway System</u> |             |

SKYWAY MAINTENANCE AGREEMENT

This Agreement is made and entered into this 20th day of September, 1984, by and between Control Data Properties, Inc., a Delaware corporation, and Railroader Printing House, a Minnesota corporation.

Pursuant to the terms of the Skyway Agreement dated September 13, 1984, by and between the City of St. Paul and Control Data Properties, Inc., and the Skyway Agreement dated \_\_\_\_\_, 1984, by and between the City of St. Paul and the Railroader Printing House, it is hereby agreed that with respect to the Skyway Bridge over Wacouta Street between 6th and 7th Streets, Control Data Properties will apportion twenty-five percent (25%) of the expenses required to maintain, operate, and keep in good repair the Skyway Bridge to the Railroader Printing House.

Control Data Properties, Inc., shall initially:

a. Provide maintenance which shall include but not be limited to glass, floor, hardware, roof, repainting, light bulb replacement, and fixture cleaning.

b. Undertake necessary repairs, but, except in an emergency, only after reasonable notice to Railroader Printing House.

c. Operate the Skyway Bridge, including provision of services and costs to supply heating, ventilating, air-conditioning, lighting, drainage, insurance coverage, and security.

CDPI shall provide to Railroader Printing House quarterly statements itemized in reasonable detail, of all expenses incurred in the maintenance, operation, and repair to Railroader Printing House for the preceding quarter within 30

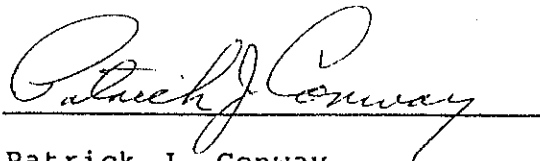
days after the end of the quarter (plus a 3 percent charge for supervision and handling). Said charge is 3% of Railroader Printing House's proportionate share of the expenses.

Railroader Printing House will:

- a. Within ten (10) days after receipt of said quarterly statements remit to Control Data Properties the precise amount of its proportionate share of expenses for such period.
- b. Have the right to audit all charges at its own expense.

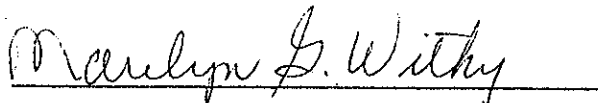
Any notice, demand, election, or other communication shall be delivered to the addresses set forth below or any other place designated in writing by either party, its successor, or transferee.

CONTROL DATA PROPERTIES, INC. — RAILROADER PRINTING HOUSE, INC.



Patrick J. Conway

Vice President



Marilyn G. Withy

President

ADDRESS:

|                               |                                 |
|-------------------------------|---------------------------------|
| Control Data Properties, Inc. | Railroader Printing House, Inc. |
| 245 East Sixth Street         |                                 |
| St. Paul, MN 55101            |                                 |

and

Control Data Properties, Inc.  
P.O. Box 0, HQN07R  
Minneapolis, MN 55440