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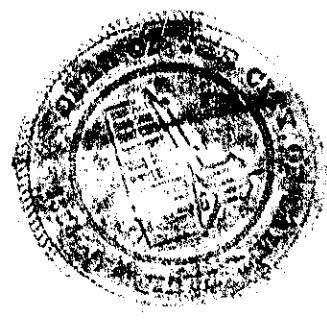
STATE OF MINNESOTA)
County of Ramsey) ss.
CITY OF SAINT PAUL)

I, Albert B. Olson, City Clerk of the
City of Saint Paul, Minnesota, do hereby certify that I have
compared the attached copy of Council File No. 277318
as adopted by the City Council..... August 25, 19⁸¹
and approved by the Mayor..... August 26, 19⁸¹
with the original thereof on file in my office.

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

WITNESS my hand and the seal of the City of Saint Paul,
Minnesota this 27th day of August, A.D. 19⁸¹....

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



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

CITY OF SAINT PAUL

Council
File NO.

277318

Resolution

Presented By _____

Referred To _____

Committee: _____

Date _____

Out of Committee By _____

Date _____

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BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain Minnesota Mutual Life-TCF Skyway Agreement, dated August 3, 1981, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota; the City of Saint Paul, the Minnesota Mutual Life Insurance Company; and the Twin City Federal Savings and Loan Association, attached hereto, which agreement contains covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 1 through 6, Auditor's Subdivision
No. 56, except the easterly 23 feet of
Lots 1, 2 and 6 taken for widening of Jackson
Street; and

Lots 13, 14, 15 and 16, Block 4, City of
Saint Paul (St. Paul Proper);

and

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

COUNCILMEN

Yeas

Nays

Hunt
Levine
Maddox
McMahon
Shawyer
Tedesco
Wilson

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In Favor

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Against

Adopted by Council:

Date

AUG 25 1981

Certified Passed by Council Secretary

By

Approved by Mayor:

Date

AUG 26 1981

Requested by Department of:

By

Form Approved by City Attorney

By

Philip B. Byrne 8-14-81

Approved by Mayor for Submission to Council

By

George J. Baker

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MML/TCF
3-20-81

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SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of August, 1981, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA"; the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; the TWIN CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter referred to as "TCF"; and THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY, an insurance corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as "MML."

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, MML is constructing upon Block C, that block bounded by Robert, Jackson and Sixth Streets, and E. Seventh Place, an office building (hereinafter referred to as "MML Building") pursuant to a Contract for Sale of Land for Redevelopment dated August 31, 1979, as further amended July 21st, 1981, which contract provides for certain undertakings with respect to the construction and extension of the System; and

WHEREAS, TCF is the owner of certain improvements located generally on the southeasterly portion of Block B, that block bounded by Minnesota, Robert and Sixth Streets, and East Seventh Place, which improvements are hereinafter referred to as the "TCF Building," and which are subject to certain agreements and covenants respecting the construction and extension of the system; and

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

WHEREAS, the extension of the system over Robert Street necessitates pedestrian ingress, egress and transit through certain portions of the TCF Building and MTL Building; and

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

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

WHEREAS, a benefit will inure to the respective property owners by virtue of being linked to the system; and

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WHEREAS, the City by Ordinance No. 16686 Council File No. 275313 granted the HRA and/or its successors in interest permission to construct and operate a skyway bridge across Robert Street between East Sixth Street and East Seventh Place, which Ordinance is attached hereto as Exhibit A.

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

BRIDGE CONSTRUCTION

1. MML agrees to construct a skyway bridge connecting the TCF Building with the MML Building in accordance with HRA- and City-approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, dated March 20, 1981. MML will construct all mechanical, electrical and drainage systems, installations and connections as shown in the approved plans and specifications to be part of the HRA construction contract.

2. TCF and MML shall be responsible for and provide at their own cost all necessary support structures or additions thereto within their respective buildings for accommodation of the bridge.

MML shall also be responsible for and construct at its own cost, as designed by HRA and as shown on the said approved plans and specifications, the single "T" column support or pier with required footings on MML property for support of said bridge.

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3. Said skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The mechanical and electrical systems of the bridge shall be tied into the respective systems of the MNL Building, which MNL Building systems shall be of sufficient capacity to serve the bridge. The roof drainage systems shall be tied, in accordance with the approved plans and specifications, into the respective systems of the MNL Building and the TCF Building, which systems shall be of sufficient capacity to serve the bridge. Pursuant to the approved plans and specifications, the bridge mechanical, electrical and easterly roof drainage lines shall be connected to the in-place MNL Building systems, such connection costs to be part of the bridge total construction cost. The westerly roof drainage lines shall be connected to the TCF Building systems at the expense of MNL. 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.

4. MNL will include a provision in its contract for the construction of the skyway bridge, without releasing or extinguishing MNL's rights thereunder, whereby the contractor consents to the assignment of warranties to the HRA and owners of the buildings abutting the bridge. If necessary, HRA 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.

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5. MML and HRA agree, as further provided by paragraph 29 herein, that MML is a successor in interest to the HRA, and as such assumes herewith all duties and obligations imposed by Ordinance No. 16686, Council File No. 275313, specifically including without limitation imposed by this specification all those duties and obligations incident to initial construction of said bridge.

6. HRA shall have the right to inspect all plans, shop drawings and work done by MML and its bridge contractor(s) and subcontractor(s) for the purpose of insuring strict adherence to the approved plans and specifications.

7. In consideration of the mutual undertakings and promises by and between the parties to this agreement and in that certain Contract for Sale of Land for Redevelopment dated August 31, 1979,

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as amended ^{July} ~~May~~ 21, 1981, when said bridge is fully completed in accordance with the approved plans and specifications, MML shall convey to City in form satisfactory to the City Attorney all their right, title, interest and ownership in that portion of said bridge extending from and at the MML property line, to its connection to the TCF Building. It is the intention of the parties, as further provided in paragraph 17 herein, that said bridge shall be owned by the City and/or HRA from the MML property line to the TCF Building; and that the portion of said bridge at and within the MML property line shall remain the property of MML, subject to an easement for public pedestrian transit as further provided in this agreement.

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

8. MML shall at its expense provide and be responsible for the elevator, emergency exits and pedestrian concourses at the first and second levels of the MML Building in accordance with Exhibit B attached to this agreement. Public easements as provided herein shall be granted by MML so that such concourses and facilities shown on Exhibit B will be available for use by the general public, and that said elevator will be available for use by the handicapped at all times the system is open.

9. HRA shall purchase the initial skyway directional signs and make them available to MML. MML shall at its own expense install such signs. MML shall determine, subject to the review and approval of HRA and/or City, the location of such signs within the pedestrian concourses, the design and method of

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construction of support structures for such signs, and the lettering and symbols to be shown on such sign faces. Such directional signs and graphics shall be of the same design, configuration and color as those in other system concourses.

10. All other costs for the construction and completion of the pedestrian concourse areas within the MML Building, except as otherwise specifically provided herein, shall be borne by MML.

EASEMENTS AND HOURS

11. TCF and MML hereby agree to grant to the City a public easement for the pedestrian skyway system through the TCF Building and the MML Building, all as shown and in accordance with Exhibit B attached hereto including those portions of the bridge located over and within the TCF and MML property lines. Said easements to be granted by TCF and MML shall be in the form attached hereto as Exhibit C and shall grant to the public the right of use of said pedestrian skyway system and bridge through the TCF Building and MML 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 amended from time to time. It is agreed by all parties that the skyway bridge herein and the pedestrian concourse provided for in the TCF Building and the MML Building shall be open for public ingress, egress and transit from 6:00 a.m. to 10:00 p.m., Monday through Friday; 6:00 a.m. to 6:00 p.m., Saturday; and closed

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on Sunday. These hours may further be amended by agreement of the parties hereto with respect to the easements provided for in this Agreement. These hours are subject to the general power of the City to prescribe system hours by ordinance.

12. The public easement over MML property and through the MML Building shall be in accordance with Exhibit B herein, and shall commence at the westerly property line of MML, and shall extend in a generally easterly direction as shown on Exhibit B. Such easement shall include that portion of the bridge within the property line, concourses on both first and second levels of said Building and the elevator and such other vertical access areas as shown. The elevator shall operate at all times the system is open so as to permit use by the handicapped.

13. The public easement provided for herein shall be continuously 12 feet in width, except at nodes, if any, where it may be larger; or where physical constraints of the building are such that a width of 12 feet is impossible.

14. Said easement shall be particularly described, at HRA expense, after survey of the completed pedestrian concourse and bridge public easement area by a registered land surveyor.

15. MML and TCF agree that the pedestrian concourse and bridge portion within the easements herein described shall be designated as public easements and that all ordinances of the City applicable to the System shall govern.

16. The HRA and City hereby waive any right they may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid TCF Building or MML Building by condemnation or under the threat of condemnation.

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Said waiver applies to the easement through the property but not to the portion of the skyway bridge owned by the City and/or HRA.

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

OPERATION, MAINTENANCE AND REPAIR

18. MML and TCF agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in repair and in safe condition for pedestrian travel, reasonably clean and free of litter and debris.

19. MML and TCF further agree to provide the necessary repair, operation and maintenance of the skyway bridge and its integral parts at their sole expense, without cost to the City or HRA. Such maintenance shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. HRA and 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 either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval.

20. MWL and TCF shall enter into a separate written agreement for sharing the maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment.

21. TCF hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse within the TCF Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse; and MWL similarly so agrees with respect to the new pedestrian concourse on and within its property. HRA and City shall be furnished with both preliminary and final plans and specifications for all additions, alterations, or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval.

22. If TCF and MWL fail to adequately maintain, repair and operate the said skyway bridge to a reasonable standard of safety, or shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through their respective

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properties within 30 days after receipt by the affected party or parties of written demand from the City, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the costs incurred by the 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.

23. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purposes other than for or on store fronts in the pedestrian concourse, such store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of HRA and/or City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional sign(s). All signage shall be subject to review and approval by the City prior to sign construction and installation.

SURETY BONDS AND INSURANCE

24. TCF and MML shall together furnish and maintain a surety bond in the amount of \$100,000.00 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said property owners shall indemnify and hold harmless the City in accordance with said Ordinance against all expenses and liability on account of all costs, claims, suits

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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 the Department of Finance and Management Services for the City. MML shall procure from the general contractor and provide to the parties, documentation evidencing that the general contractor is maintaining throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1, here, naming the City, HRA and 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 City's specifications.

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

26. Insurance required hereunder for hazard and liability for the areas designated as easements for the pedestrian concourse shall be maintenance cost to be assumed respectively by TCF and MML for the portions located within these buildings.

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

DIRECTIONAL SIGNS

28. The location of directional signs shall be as shown on Exhibit B, or as subsequently agreed upon by HRA and MML. HRA shall pay the initial cost of such directional signs. The cost of installing the directional signs and their integral parts, including supports, electrical connections and mounting hardware, and the cost of operating, maintaining and repairing the

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directional signs herein, shall be borne by the parties on whose property such signs are located. If the location of the pedestrian concourse public easement is changed, the said signs shall be removed accordingly, and relocated in accordance with the applicable provisions in paragraph 9 of this Agreement. The cost of moving and re-installing signs, including changes in sign face, to a new easement area shall be borne by the respective parties on whose property such signs are located.

BINDING OBLIGATIONS

29. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16686 as adopted by the Council of the City of Saint Paul, and all its terms and conditions are incorporated herein by reference. All parties hereto, other than HRA and City, are considered to be permittee's successors under the terms of said Ordinance.

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

31. 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.

32. It is understood that this Agreement does not govern the relationships and agreements by and among TCF and MBL, themselves to each other, other than the requirements of paragraph 20. above.

33. This Agreement shall survive conveyance and delivery of the title to the skyway bridge and of the Grant of Easement provided herein, and shall not be considered merged therein.

34. 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 forms of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of owner (seller) contained in this Agreement thereafter to be performed; providing that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees, and shall include, therefore, TCF and MBL.

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35. Upon conveyance to the City of MML right, title and interest in said skyway bridge as aforesaid, the obligations and duties contained in paragraphs 18, 19, 22, 23, 24 and 27, hereinabove, as to said skyway bridge, shall become operative.

36. Seven (7) days after substantial completion of the pedestrian concourse, the obligations and duties contained in paragraphs 11, 21, 22, 23 and 27, hereinabove, as to said pedestrian concourse, shall become operative. The portion of the skyway bridge within and over MML property shall be treated as pedestrian concourse for the purposes of this paragraph and such paragraphs as are specified herein.

37. Any notice to the parties hereunder shall be considered sufficiently delivered if mailed by certified mail, return receipt requested, postage prepaid, as follows:

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

and

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

and

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

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b. To:

The Minnesota Mutual Life Insurance Company
Ray M. Anterlin
Second Vice President - Paul Estate
400 N. Robert
St. Paul, Minnesota 55101

and

The Minnesota Mutual Life Insurance Company
Steven P. Aystedt
Manager of Facilities
400 N. Robert
St. Paul, Minnesota 55101

c. To:

Twin City Federal Savings and Loan Association
Neil W. Selberg
First Vice President
801 Marquette Avenue
Minneapolis, Minnesota 55402

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

SAVINGS CLAUSE

38. Nothing contained in this Agreement shall be construed to amend, alter or modify in any way, any of the provisions or obligations contained in or imposed by the General Policy Statement-Pedestrian Concourse System, Down Town Urban Renewal Project, Minn.-R-20, which is incorporated in the various Contracts for Sale of Land for Redevelopment to which HFA, TCF, and NML are parties, except insofar as this Agreement is in direct conflict and inconsistent with said General Policy Statement, in which case this Agreement shall supersede and be controlling.

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

By *[Signature]*
R. Wadsworth/Chairperson
By *[Signature]*
William L. Witson/Secretary

APPROVED AS TO FORM

Philip B. Byrne

CITY OF SAINT PAUL

By *[Signature]*
Its Mayor

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

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

By *[Signature]*
Its City Clerk

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TWIN CITY FEDERAL SAVINGS AND
LOAN ASSOCIATION

By 
Its Neil C. Gilbert
First Vice President

By 
Its Neil I. Walther
Senior V.P./Secretary

THE MINNESOTA MUTUAL LIFE
INSURANCE COMPANY

By 
Its Ray M. Martin, Second Vice President

By 
Its R. A. Sandquist, Assistant Secretary

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STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 5th day of June, 1981, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

LEEANN TURCHIN
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires June 21, 1987

[Signature]

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 4th day of June, 1981, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

[Signature]

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

ROSEMARY FREDLETTE
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 23, 1987

The foregoing instrument was acknowledged before me this 9th day of June, 1981, by BERNARD J. CARLSON, Director of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

[Signature]

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

JEANNE M. ANDERT
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 10, 1987

The foregoing instrument was acknowledged before me this 5th day of June, 1981, by AL OLSON, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

SUZANNE HURLEY
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 12, 1988

[Signature]

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STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS,

On this 4th day of June, 1981, before me, a
Notary Public within and for said County, appeared
R. Maddox and William L. Wilson, to me
personally known, who, being each by me duly sworn, did say that
they are respectively the Chairperson and
Secretary of the HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public
body corporate and politic, that said instrument was signed by
authority of its Board of Commissioners and said
R. Maddox and William L. Wilson acknowledged
said instrument was the free act and deed of said corporation.

Rosemary Fredette
ROSEMARY FREDETTE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 23, 1987

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STATE OF)
COUNTY OF) SS.

On this 3rd day of August, 1981, before me, a Notary Public within and for said County, appeared Neil W. Solberg and Neil I. Whitehouse, to me personally known, who, being each by me duly sworn, did say that they are respectively the First Vice President and Senior V.P./Secretary of TWIN CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, that said instrument was signed by authority of its Board of Directors, and said Neil W. Solberg and Neil I. Whitehouse acknowledged said instrument was the free act and deed of said corporation.

Rosette Flygare
ROSEETTE FLYGARE
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 8, 1982

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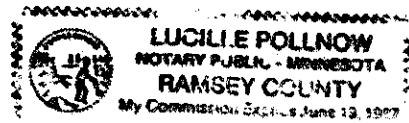
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STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 23rd day of July, 1981, before me,
a Notary Public within and for said County, appeared Ray M. Antrim
and R.A. Sandquist, to me
personally known, who, being each by me duly sworn, did say that
they are respectively the Second Vice President and
Assistant Secretary of THE MINNESOTA MUTUAL LIFE INSURANCE
COMPANY, a Minnesota corporation, that said instrument was signed
by authority of its Board of ^{Trustees} ~~Directors~~, and said Ray M. Antrim
and R.A. Sandquist acknowledged
said instrument was the free act and deed of said corporation.

Lucille Pollnow



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FINANCE
COUNCIL DEPARTMENT
BLUE - MAYOR

CITY OF SAINT PAUL

File NO. 610310

Council ORDINANCE

16666

Presented By

Referred To

Committee

Date

Out of Committee By

Date

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AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE THE FOLLOWING OVERHEAD PEDESTRIAN PASSAGEWAYS OVER PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL; AND

- 1) ACROSS JACKSON STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EAST SIXTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE MINNESOTA MUTUAL LIFE (MML) BUILDING ON THE WEST SIDE OF JACKSON STREET TO THE HEARS PARK APARTMENT BUILDING ON THE EAST SIDE OF JACKSON STREET.
- 2) ACROSS ROBERT STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EAST SIXTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM TWIN CITY FEDERAL (TCF) ON THE WEST SIDE OF ROBERT STREET TO THE MINNESOTA MUTUAL LIFE (MML) BUILDING ON THE EAST SIDE OF ROBERT STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority hereby are granted to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota corporation and/or its successors in interest to construct, maintain and operate the following overhead pedestrian passageways over public streets within the corporate limits of the City of Saint Paul; and

COUNCILMEN

Yeas

Nays

In Favor

Against

Adopted by Council:

Date

Certified Passed by Council Secretary

By

Approved by Mayor:

Date

By

Requested by Department of:

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

EXHIBIT A

275313

- 2125109
- 1) across Jackson Street between the intersection therewith of East Seventh Place and East Sixth Street, said overhead pedestrian passageway to be extended from the Minnesota Mutual Life (MML) Building on the west side of Jackson Street to the Mears Park Apartment Building on the east side of Jackson Street.
 - 2) across Robert Street between the intersection therewith of East Seventh Place and East Sixth Street, said overhead pedestrian passageway to be extended from Twin City Federal (TCF) on the west side of Robert Street to the Minnesota Mutual Life (MML) Building on the east side of Robert Street.

Section 2.

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

- a. That said permittee and/or its successors in interest shall, at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain and operate said overhead pedestrian passageway hereunder;
- b. That said permittee shall pay the costs for the publication of this Ordinance;
- c. That said permittee shall pay the costs of administration, engineering and inspection incurred by the Department of Public Works due to this undertaking. Said costs are estimated to be a sum of One Thousand Dollars (\$1,000.00) for each overhead pedestrian passageway noted above and shall be accounted for under a separate Department of Public Works project number(s);
- d. That said permittee shall furnish the Department of Public Works all documents of record for each overhead pedestrian passageway that are a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;

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- e. That said permittee shall construct each overhead pedestrian passageway to the satisfaction of the Director of the Department of Public Works in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works. Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;
- f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims of whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of each overhead pedestrian passageway hereunder; and that supplemental to all other obligations on their part, jointly and/or severally, hereunder, said permittee and/or its successors in interest shall furnish and maintain and pay all premiums and other expenses therefor, Casualty Insurance Coverage with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident and to the extent of \$200,000.00 for damage to property in any single accident, insuring the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of each structure hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul; that such minimums shall be subject to increase by action of the City Council in the event statutory municipal liability limits are altered in any way hereafter;
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- g. That said permittee shall not proceed with construction unless and until said permittee shall have fully complied with the provisions regarding insurance and indemnification contained in the City of Saint Paul, Department of Public Works "Standard Supplemental Specifications for Highway Construction" dated July 10, 1979, Section No. 1305.2. For the purpose of this Ordinance the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word "contractor" wherever the same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul, "Standard Supplemental Specifications for Highway Construction" dated July 10, 1979 is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim;
- h. That said permittee and/or its successors in interest, shall among other things, at their own cost and expense make adequate and effective provisions therefor and drain all moisture, rain, and snow which shall accumulate thereon by proper devices through each overhead pedestrian passageway and in a manner so that the flowing and/or spilling of same on any part of Robert or Jackson Streets shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate each overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel. Such maintenance to include, but shall not be limited to, glass, floor, metal trim and hardware cleaning, polishing and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within said bridge to maintain temperatures comparable to that normally maintained within heated and air-conditioned office spaces, except as may be altered by energy conservation guidelines;
- i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all the supports of each overhead pedestrian passageway entirely within the lines of the subject private real estate and entirely without public street rights-of-way, except that on the east side of Jackson Street, adjacent the Nears Park Apartment Building, a single column pier support may extend a maximum of one (1) foot into the street right-of-way;
- j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of each overhead pedestrian passageway shall make necessary the closing of Robert and Jackson Streets or any part thereof. All expenses incurred by the Traffic Bureau in furnishing, installing or removing barricades, signs and other control devices shall be paid by the permittee;

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- k. That said permittee and/or its successors in interest shall not use any part of either overhead pedestrian passageway for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance.
- l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction maintenance and operation of each overhead pedestrian passageway hereunder, provide a minimum vertical clearance of at least 17 feet 4 inches between and throughout the course of the bottom of each structure and the surface of said Robert/Jackson Streets except as may be altered by the City's future street work in each case;
- m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code as amended pertaining to street obstruction;
- n. That said permittee and/or its successors in interest shall complete the construction and erection of each overhead pedestrian passageway by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under paragraph (o) below;
- o. That said permittee shall notify the City Bridge Engineer of the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection of each overhead pedestrian passageway;
- p. That said overhead pedestrian passageway shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of either structure from said location;
- q. That said permittee shall, within a period of twenty (20) days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;

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That upon the execution of an agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the applicable building/property owners respecting the aforesaid pedestrian passageways the permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, the applicable building/property owners shall assume such obligations including responsibility for paying insurance premiums of said overhead pedestrian passageway connecting their buildings and responsibility for providing the maintenance, repair and operation of the same;

5. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to its successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of One Hundred Thousand Dollars (\$100,000.00) for each overhead pedestrian passageway (bridge), made and executed by said permittee's successors in interest as Principal and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as surety to and in favor of the City of Saint Paul as obligee, conditioned upon the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain, operate or repair each overhead pedestrian passageway to a reasonable standard of safety, or fail to remove either overhead pedestrian passageway upon order by the Council, the City of Saint Paul may undertake the maintenance, operation, repair or removal thereof and may recover its reasonable cost incurred thereby from said Surety, which Surety Bond shall remain in full force and effect as long as each overhead pedestrian passageway or any part thereof remains in that portion of public right-of-way as shown on the plans on file with the Department of Public Works. The Surety Bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance and Management Services;

City of Saint Paul
City Council

CITY OF SAINT PAUL Council NO. 2103313
Council - 14556

Presented By _____

Referred To _____

Committee: _____

Date _____

Out of Committee By _____

Date _____

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t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on each bridge, before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes as well as reproducible shop drawing tracings of the same;

u. That the successors in interest to the permittee in each instance shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be filed with the Director of Finance and Management Services of the City of Saint Paul;

Section 3.

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

COUNCILMEN

Yeas _____ Nays _____

Leithe _____ In Favor

McMahon _____ Against

Shewalter _____

Toddson _____

Adopted by Council: Date AUG 7 1980

Certified Passed by Council Secretary

By [Signature] AUG 11 1980

Approved by Mayor: Date

By [Signature]

AUG 16 1980

PUBLISHED

Requested by Department of:

Public Works

By [Signature]

Donald E. Myrland - Director

Form Approved by City Attorney TJE/mjg/11

By [Signature]

Approved by Mayor for Submission to Council

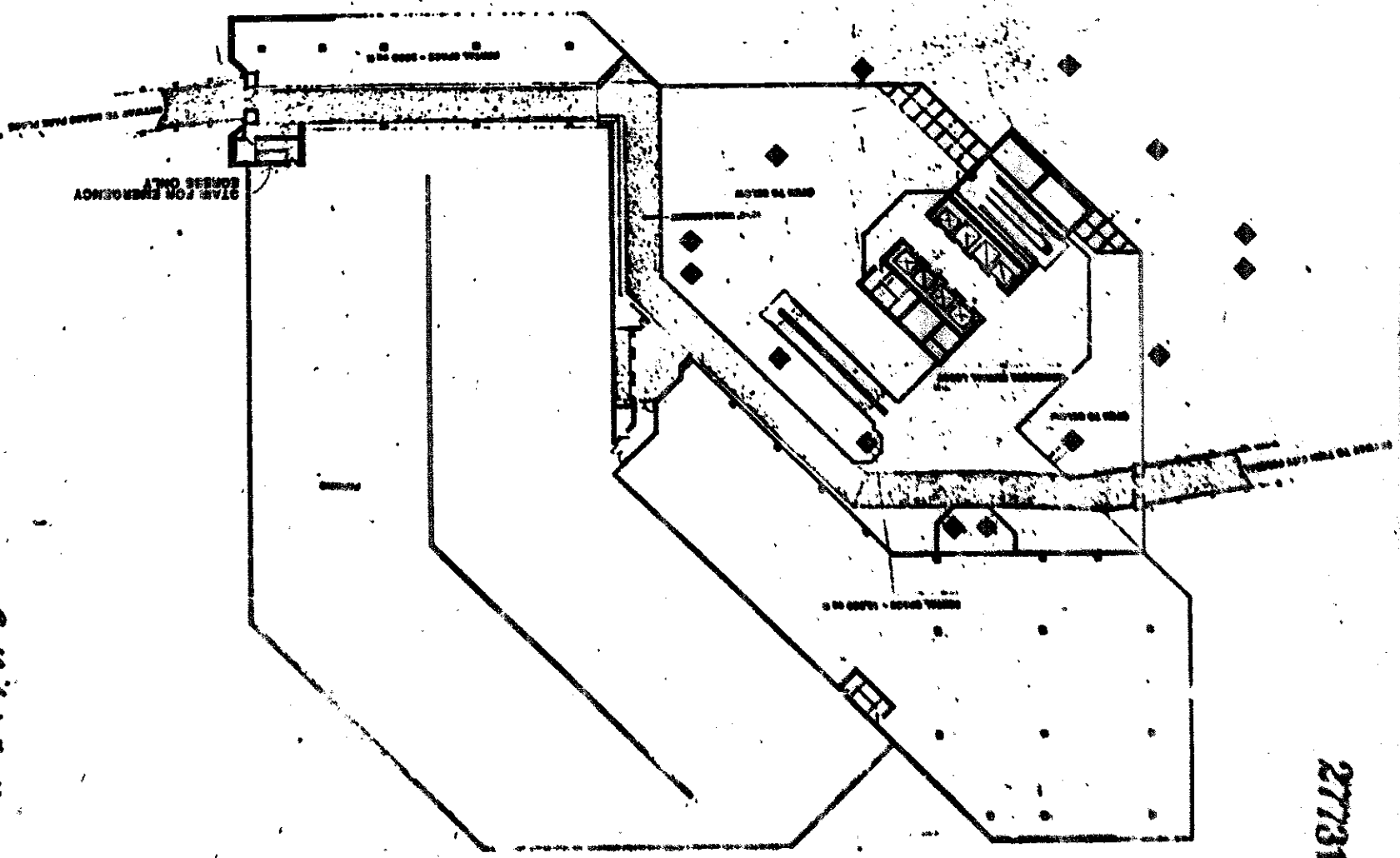
[Signature]

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EXHIBIT B

SKYWAY LEVEL EASEMENT (SHADED AREA = EASEMENT)



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Exhibit "a"

277318

Minnesota Mutual Life Insurance Company
New Home Office on Block C
St. Paul, Minnesota

FOR

277318

GRANT OF EASEMENT

2125109
WHEREAS, THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY, an insurance corporation organized and existing under the laws of the State of Minnesota, 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 August 31, 1979, as amended May _____, 1981, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, the Twin City Federal Savings and Loan Association, and the Grantor herein, to grant to the City of Saint Paul a public easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

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

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

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

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

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EXHIBIT C

2125/07.
Public use of the easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement within, on or over Grantor's Property during non-business hours and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

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

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

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building(s), in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further

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

Grantor reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring the Property described above or any interest therein. In the event of transfer of the Grantor's interest in the property, the Grantor (seller) transferor may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of Grantor (seller) contained in the Agreement which are thereafter to be performed; provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this _____ day of _____, 19____.

THE MINNESOTA MUTUAL LIFE INSURANCE
COMPANY

By _____
Its

By _____
Its

2125109

STATE OF MINNESOTA
COUNTY OF RAMSEY.

ss.

On this _____ day of _____, 19____, before me, a
Notary Public within and for said County, appeared _____
and _____ to me
personally known, who, being each by me duly sworn, did say that
they are respectively the _____

_____ of THE MINNESOTA MUTUAL LIFE INSURANCE
COMPANY, a corporation organized and existing under the laws of the
State of Minnesota, that said instrument was signed by authority
of its Board of Directors, and said _____
the free act and deed of said corporation. _____
acknowledged said instrument was _____

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XXX

*Recd
St Paul
to
Public*

STATE OF MINNESOTA	)	ss
County of Ramsey	)	
Office of the County Recorder		
This is to certify that the within instrument was filed for record in this office at St. Paul on the <u>31</u> day of <u>May</u> A.D. 19 <u>10</u> at <u>10</u> o'clock <u>A</u> .M. and that the same was recorded in Ramsey County Records as Doc. No. <u>2125109</u>		
EUGENE H. GIBBONS COUNTY RECORDER		
By <i>Eugene H. Gibbons</i>		

*Al Olsen
City Clerk's office*