

Street Level
easement

MINNESOTA EMPLOYMENT SECURITY

existing public easement

SK-22

AMERICAN NATIONAL BANK

FARM CREDIT BANKS

Robert Street

City of St. Paul

AGREEMENT

THIS AGREEMENT is made and entered into this 17TH day of NOVEMBER, 1980, 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 following federally chartered corporations created and existing under the laws of the United States of America, and known and referred to as the Farm Credit Banks of St. Paul, to wit: ST. PAUL BANK FOR COOPERATIVES, FEDERAL INTERMEDIATE CREDIT BANK OF ST. PAUL, and THE FEDERAL LAND BANK OF SAINT PAUL, hereinafter collectively referred to as "FCB"; and SAN FRANCISCO REAL ESTATE INVESTORS, a California real estate investment trust, hereinafter referred to as the "Trust".

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, FCB is constructing upon Parcel G-9 of Block G, that block bounded by Robert, Jackson, Sixth and Fifth Streets, an office building (hereinafter referred to as "FCB Building") pursuant to a Contract for Sale of Land for Redevelopment dated

April 23, 1979, which contract provides for certain undertakings with respect to the construction and extension of the System; and

WHEREAS, Trust is the owner of Parcel F1 and the air rights to Parcel F3 and the improvements located thereon on Block F, hereinafter referred to as the "Trust Building"; and

WHEREAS, in the event development occurs on Block 40 and a skyway pedestrian bridge is agreed to by FCB and constructed across Jackson Street from the FCB Building to such development, the parties hereto believe it to be desirable that the System be extended by public easement from the Trust Building across Robert Street and through the FCB buildings to the skyway bridge across Jackson Street, and declare their intention to so extend the System; and

WHEREAS, an extension of the System over Robert Street between East Sixth Street and East Fifth Street from the Trust Building on the west, to the FCB 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 St. Paul on December 5, 1978, in Council File No. 272155, and has been filed with the City Clerk of the City of St. Paul; and

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

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

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

WHEREAS, the City by Ordinance No. 16643, Council File No. 274470, granted the HRA permission to construct and operate a skyway bridge across Robert Street between Sixth Street and Fifth Street, which Ordinance is attached hereto as Exhibit A.

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

BRIDGE CONSTRUCTION

1. The HRA agrees to design, construct and pay for a skyway bridge connecting the Trust Building with the FCB Building in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, dated March 17, 1980, also known as Bid No. A 8528-S, and reviewed by Trust and FCB. HRA will accomplish and pay for any mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the HRA construction contract.

2. FCB shall be responsible for and provide at its own cost all necessary support structures within its building for accommodation of the bridge. HRA and the City acknowledge that if any additional construction or modification of existing structure is done to the Trust building it will be done at no cost to the Trust.

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, electrical and roof drainage systems of the bridge shall be tied into the respective systems of the FCB Building, which FCB Building systems shall be of sufficient capacity to serve the bridge. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall be capped a minimum of two feet inside the FCB Building line, and the connections of these lines to the FCB Building systems shall then be connected by and at the expense of FCB. At the expense of the HRA said skyway bridge shall also include finishing at skyway bridge ends, an eggcrate ceiling, terrazzo floors, insulated glass to the extent glass is used to enclose said skyway bridge, and aluminum and glass doors at the Trust Building end of the bridge. None of the work described in this paragraph shall result in expense to the Trust.

4. FCB shall, within its building at the second level, install at its expense a concourse ramp which shall connect the bridge floor and the FCB Building second level floor. The ramp shall be designed and constructed so as to be accessible to and usable by handicapped persons as required by the applicable codes of the City of Saint Paul. The ramp shall be uniformly sloped and covered with the same material as the adjoining skyway concourse area in the FCB Building.

5. At its own sole cost and expense, HRA shall establish a "construction zone" within the Trust Building which shall extend into the Trust Building from the east exterior wall a distance not to exceed 8 feet. The construction zone shall be sealed off from the interior of the Trust Building by a partition wall which shall be so designed and constructed that (1) it will prevent the escape of dust from the construction zone into the Trust Building; and (2) it shall secure the Trust Building against entry from the construction zone. The partition wall shall make no provision for access through the partition wall between the construction zone and the Trust Building; except that for a three week period commencing on the day the first work is done to establish the construction zone, access to the zone shall be allowed from the Trust building subject to reasonable controls by the Trust. During the construction of the skyway bridge, and until the bridge has been opened to public use, HRA shall hold the Trust harmless with respect to any cost, expense, loss or damage of any kind, including personal injury, trespass, weather damage, and any cost, expense, loss or damage of any description resulting from the construction of said bridge, save only those costs which the Trust specifically agrees to pay by this agreement.

6. HRA will include a provision in its contract for the construction of the skyway bridge, whereby the contractor consents to the assignment of warranties to the owners of the buildings abutting the bridges, and HRA shall assign such

warranties to them upon approved contract completion without relinquishing its own rights under such warranties, and, if necessary, HRA will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. HRA agrees to assign to FCB and the Trust 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, HRA will cooperate and assist in any prosecution of lawful and proper claims which may later be asserted against the vendors or others arising from faulty design or manufacture of such machinery and equipment.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

7. FCB shall at its expense provide and be responsible for stairs, elevator and pedestrian concourses at the first and second levels of FCB Building in accordance with this agreement and the Contract for Sale of Land dated April 23, 1979. Public easements as provided herein shall be granted by FCB so that such facilities will be available for use by the general public. FCB hereby consents to the extension of the pedestrian concourse system by public easement from the Trust Building across Robert Street and through the FCB buildings to the skyway bridge across Jackson Street, conditioned only upon development occurring on Block 40 and the FCB's agreement to the construction of a skyway pedestrian bridge across Jackson Street to such development.

In the event FCB agrees to the construction of the skyway bridge across Jackson Street and a bridge is so constructed, but refuses to so extend the System, notwithstanding the consent contained in the foregoing sentence, then either HRA or the Trust shall have the right to obtain specific performance of FCB's covenant to permit such extension of the System.

8. All costs and expense in connection with the extension of pedestrian concourse from and within the Trust Building to the bridge over Robert Street shall be borne equally by HRA and the Trust, except that in no event will HRA be required to pay more than \$30,000 pursuant to this paragraph. All construction shall be done according to standards of quality determined by the Trust, in the reasonable exercise of its discretion, taking into account the nature of the areas under construction, and shall not be of a lesser quality than that presently found elsewhere in the concourse system. Conceptual drawings reasonably describing the nature and extent of the work to be done shall be provided to HRA/City prior to the onset of construction. In no event shall the City be required to provide monies under the provisions of this contract for any improvements or construction which are not clearly identifiable as part of the skyway system. Construction and remodeling work done to tenant spaces affected by this project, to the extent such work is made reasonably necessary by this project, shall be considered clearly identifiable as part of the Skyway System. The City will reimburse Trust only for actual costs incurred, which costs shall be submitted in detail to the City prior to payment.

9. All costs for the construction and completion of the pedestrian concourse areas within the FCB Building and the Trust Building, except as otherwise specifically provided for herein shall be borne by HRA.

EASEMENTS AND HOURS

10. FCB and Trust each hereby agree to grant to the City a public easement for the pedestrian skyway system through the FCB Building and the Trust Building, all in accordance with Exhibit B attached hereto. Said easements to be granted by FCB and Trust 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 through the Trust Building and FCB 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 concourse provided for in the Trust Building and the FCB Building shall be open for public ingress, egress and transit from 7:00 A.M. to 7:00 P.M. on Monday through Friday, inclusive, 7:00 A.M. to 5:00 P.M. on Saturday, and shall be closed Sunday. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

11. The new public easement through the Trust Building shall be in accordance with Exhibit B herein and shall commence at the easterly property line of the Trust Building where the skyway bridge over Robert Street to the FCB Building connects to the Trust Building and shall extend in a westerly direction

to the existing pedestrian concourse in the Trust Building.

12. The public easement through the FCB Building shall be in accordance with Exhibit B herein, and shall commence at the westerly property line of the FCB Building where the skyway bridge over Robert Street connects to the FCB Building, and shall extend in a generally easterly direction as shown on Exhibit B. Such easement shall include portions on both first and second levels of said Building and shall include the stairs and elevator as shown on Exhibit B. The elevator shall operate at all times the System is open so as to permit use by the handicapped. The public easement for the extension of the System easterly through the FCB Building from the area indicated on Exhibit B shall be according to an agreement to be arrived at in the future.

13. The public easement 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.

14. Said easement shall be more particularly described, at HRA expense, after survey of the completed pedestrian concourse public easement area by a registered land surveyor. The Trust and FCB shall have the right to review the completed survey for accuracy, and any errors shall be corrected at HRA expense.

15. FCB and Trust agree that the pedestrian concourse within the easement herein described and the adjacent access

public easements shall be designated as public easements and that all ordinances of the City which by force of law are applicable to the System shall govern.

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 FCB Building or Trust Building by condemnation or under the threat of condemnation. Said waiver applies to the easement through the property but not to the skyway bridge.

17. It is agreed by and between the parties hereto that the skyway bridge shall at all times be owned by the City and/or HRA, and said skyway bridge shall not constitute property leased, loaned 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.

VACATION AND QUIT CLAIM OF PORTIONS OF EASEMENT

18. Trust will initiate vacation proceedings by proper petition under Chapter 228 of the Saint Paul Legislative Code with respect to the four separate areas as described and shown in Exhibits D, E and F hereto, and in this paragraph, and use its best efforts to complete such proceedings as and in compliance with said Chapter 228. HRA will use its best efforts to cooperate with and bring to a successful conclusion such proceedings. This agreement is expressly conditioned upon (a) the final completion by the City of vacation proceedings in

accordance with the terms and conditions contained in this agreement, and (b) the filing by Trust of an acceptance in writing of all the conditions contained in the vacation resolution passed by the City Council and approved by the Mayor as required by law to complete such vacation.

Three separate areas to be vacated are described and shown on Exhibits D, E and F attached hereto. The fourth separate area shall be a free standing kiosk area located approximately in the center of the skyway pedestrian concourse in the Trust Building, northerly of the elevators and westerly from the top of the escalators. The size, shape, exact location, use and any future change of use of the kiosk area shall be decided upon by the Trust, subject to the approval of HRA and City, which approval shall not be unreasonably withheld; provided, however, that before the initial construction is commenced in the vacated kiosk area, Trust shall erect a temporary fence or barrier in such area for the purpose of determining whether unreasonable pedestrian traffic congestion will result therefrom. The areas shown and described on Exhibits D and F shall be extensions of retail operations presently contiguous to said areas and shall not be used as separate facilities. The area shown and described in Exhibit E shall be used for retail or service to the public using the skyway. The kiosk area shall be used for information, safety, security, service to the public or retail purposes. All designs of storefronts and graphics attached thereto for the portions of easements to be vacated as shown and described in Exhibits D, E and F and for the kiosk area shall be submitted by the Trust to HRA and the City for approval, which approval shall not be unreasonably withheld. If the submissions by the Trust are consistent in quality and design with storefronts and graphics presently in use in the

pedestrian concourse system, but nevertheless HRA or the City requires changes which increase the cost, then HRA or the City shall be liable for such additional cost. With respect to any materials submitted to HRA and the City for approval pursuant to this paragraph, failure by HRA and City to deliver written disapproval to the Trust within fourteen calendar days following the date of submission shall be conclusive proof that approval has been granted.

In the event the vacation resolution passed by the Council of the City of Saint Paul pursuant to Chapter 228 contains terms and conditions inconsistent or in conflict with this agreement, or does not vacate the easement portions described in Exhibits D, E and F and the kiosk area, this agreement is null and void and no party is bound by any of its terms, and Trust is not required to accept said terms and conditions in writing or comply therewith as would otherwise be required by Chapter 228 and this agreement. In the event the vacation resolution passed by the Council of the City of Saint Paul is consistent with this agreement, Trust shall accept its terms and conditions in writing, comply with its requirements, and otherwise comply with the requirements of Chapter 228. Trust shall not be required to pay any monetary compensation as a condition of and for the vacation of such easements, it being agreed by and between the parties hereto that Trust's execution and performance of this agreement shall be adequate compensation therefor.

Upon filing by the City Clerk of the Certificate of Completion of vacation under Section 228.07 of the Saint Paul

Legislative Code, City and HRA shall convey by quit claim deed any and all right, title and interest they may have in the portions of easements so vacated as shown and described in Exhibits D, E and F and the kiosk area. Trust may take possession of such areas upon the filing of said certificate.

OPERATION, MAINTENANCE AND REPAIR

19. FCB and Trust 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 to a reasonable standard of safety and cleanliness. HRA shall transfer to FCB and the Trust all plans, specifications, drawings, operating manuals, written warranties, or copies thereof, 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.

20. FCB and Trust further agree to provide the necessary repair, maintenance and operation 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. Except for routine repairs and replacement or when an emergency situation requires rapid action, HRA and 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 to approve or disapprove within 14 calendar days shall be deemed approval.

21. FCB and Trust shall enter into a separate written agreement for sharing equally the maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment. It is agreed that FCB will provide, at no cost to Trust, HRA or City, all initial necessary systems and equipment to supply all HVAC, electrical and other operating utilities for said skyway bridge.

22. FCB hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the FCB Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse; and Trust similarly so agrees with respect to the new pedestrian concourse on and within its property. Except for routine repairs and replacement or when an emergency situation requires rapid action, HRA and City shall be furnished with plans and specifications for all additions, alterations, or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action to approve or disapprove within 14 calendar days shall be deemed approval. If FCB and Trust use or install carpet or other non-permanent flooring material for concourse corridors, FCB and Trust 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 FCB, or

by City and Trust, for their respective corridors, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld.

23. If FCB and Trust fail to adequately maintain, repair and operate the said skyway bridge and pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the affected party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting property owner(s) or their sureties as applicable; provided, however, that the City retains the right to assess such costs against the party(ies) as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the City cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the City to such time as may be reasonable for the curing of the condition.

24. 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).

Plans for all signage shall be submitted to City prior to sign construction and installation, but the City's approval shall not be required. Such signage shall be comparable to that existing elsewhere in the System, shall not be confusingly similar to the skyway directional signs, and shall be consistent with good design practices.

25. In the event any portion of the easement granted to HRA by the Trust or FCB pursuant to this agreement shall be unnecessary for the accomplishment of the public purposes of the pedestrian concourse system, and the remaining concourse areas shall continue to conform to those standards of size, accessibility, safety, appearance, comfort, and public convenience, which generally characterize the System as it presently exists, then the Trust or FCB may petition the City for the vacation and conveyance by quit claim deed to the Trust or FCB of such space located within the Trust or FCB Building, and the appropriate HRA and City staff in the Department of Planning and Economic Development shall support such petition and favorably recommend it to the City Council. If the Trust or FCB shall submit a petition to such HRA and City staff pursuant to this paragraph, and the petition is not disapproved in writing within 20 calendar days after the date of submission, then the approval of such HRA and City staff, and their favorable recommendation to the City Council, shall be conclusively presumed. In the event the City Council passes and approves a resolution vacating any such areas, additional compensation shall not be required for such areas pursuant to Section 228.05(a) of the Saint Paul Legislative Code.

SURETY BONDS AND INSURANCE

26. FCB and Trust 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 and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the skyway bridge, its integral parts and related equipment, and, further conditioned upon the property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair and/or removal of the skyway bridge, which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance and Management Services for the City. The HRA 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, 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.

27. Insurance required by paragraph 29 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by FCB and Trust and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that FCB and Trust shall enter into as provided herein.

28. Insurance required hereunder for hazard and liability for the areas designated as easements for the pedestrian concourse shall be a maintenance cost to be assumed respectively by FCB and Trust for the portions located within their buildings.

29. FCB and Trust 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.

30. Notwithstanding anything herein contained to the contrary, neither FCB nor the Trust shall be required to furnish and maintain any surety bond or insurance for any period of time prior to the date the skyway bridge shall be opened to public use.

DIRECTIONAL SIGNS

31. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined jointly by the HRA and FCB, or Trust and HRA, for their respective portions. HRA shall pay the initial cost of such signs. The cost of installing electrical connections, including 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 7 and 8 herein above. The cost of operating, maintaining and repairing the directional signs 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 moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by HRA, 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

32. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16643 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, except with respect to the obligations of the permittee for initial construction of said bridge under Sections 2(a) and 2(n) of said Ordinance.

33. 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.

34. 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.

35. It is understood that this Agreement does not govern the relationships and agreements by and among FCB and Trust, themselves to each other, other than the requirements of paragraph 21 above.

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

37. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement

to any other corporation, corporations, trust, trusts, individual(s), partnerships or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of owner (seller) contained in this Agreement thereafter to be performed; provided 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 therefor, FCB and Trust.

38. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to FCB and Trust, the obligations and duties contained in paragraphs 19, 20, 23, 24, 26 and 29 herein above, as to said skyway bridge, shall become operative.

39. Upon substantial completion of the pedestrian concourse, HRA shall give written notice of such completion to FCB and the Trust. Seven (7) days thereafter the obligations and duties contained in paragraphs 10, 22, 23, 24, 28 and 29, herein above, as to said pedestrian concourse, shall become operative.

40. 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
Renewal Administrator
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 113, City Hall
St. Paul, Minnesota 55102

b. To: James R. Miller
Saint Paul Property Administration, Inc.
1810 American National Bank Building
Fifth and Minnesota Streets
St. Paul, Minnesota 55101

San Francisco Real Estate Investors
615 Battery Street, Suite 600
San Francisco, California 94111

The Federal Land Bank of St. Paul
375 Jackson Street
St. Paul, Minnesota 55101

Federal Intermediate Credit Bank of
St. Paul
375 Jackson Street
St. Paul, Minnesota 55101

St. Paul Bank for Cooperatives
375 Jackson Street
St. Paul, Minnesota 55101

Farm Credit Banks Director
of Services
375 Jackson Street
St. Paul, Minnesota 55101

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

SAVINGS CLAUSE

42. The General Policy Statement For The Construction of the Saint Paul Skyway System, attached hereto as Exhibit G, (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 and be controlling.

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

By Terry McNellis
Its

By _____
Its

By Robert Anderson
Its

APPROVED AS TO FORM

Philip B. Byrne
Asst City Atty 10-1-80

CITY OF SAINT PAUL

By Richard Knicker
Its Mayor

By Gary E. Stant by W. J. P.
Its Director, Department of Planning
and Economic Development

By Bernard Kade
Its Director, Department of Finance
and Management Services *can stop*

By Rose Mif
Its City Clerk

96080-733-003 ^{#30,000 (pg 7)}
Tm

THE FEDERAL LAND BANK OF ST. PAUL

By Roger L. Scholten
Its

By Senior Vice President
Its

FEDERAL INTERMEDIATE CREDIT BANK
OF ST. PAUL

By Neil N. Fucillo
Its

By Senior Vice President
Its

ST. PAUL BANK FOR COOPERATIVES

By James E. Hens
Its

By Vice President
Its

SAN FRANCISCO REAL ESTATE INVESTORS

By *W E Osera*
Its *Vice Pres*

By _____
Its _____

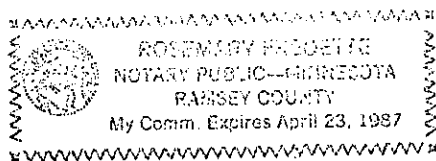
SAINT PAUL PROPERTY ADMINISTRATION, INC.

By *James N. Miller*
Its *President*

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

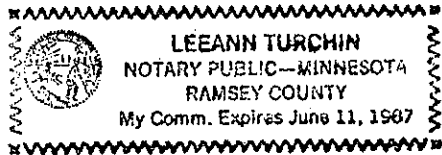
On this 15th day of October, 1980, before me,
a Notary Public within and for said County, appeared _____
Jerry McKellis and Delores Arduser, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the Acting Executive Director and Assistant Secretary
of the HOUSING 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 Jerry McKellis and _____
Delores Arduser acknowledged said instrument was the free
act and deed of said corporation.



Rosemary Fredette

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 12th day of October, 1980, by GEORGE LATIMER, Mayor ^{acting} of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

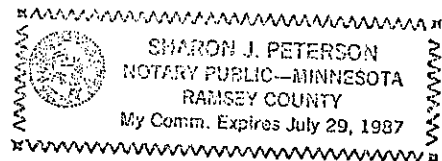


Leeann Turchin

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

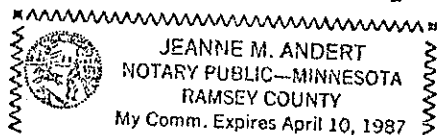
The foregoing instrument was acknowledged before me this 9th day of October, 1980, by GARY E. STOUT, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Sharon J. Peterson



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

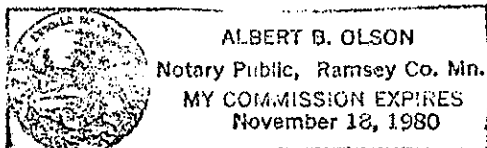
The foregoing instrument was acknowledged before me this 24th day of October, 1980, by BERNARD J. CARLSON, Director of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Jeanne M. Andert

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

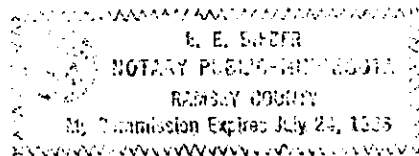
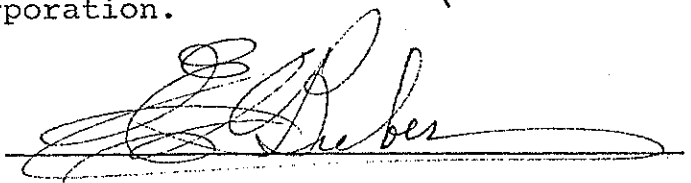
The foregoing instrument was acknowledged before me this 14th day of October, 1980, by ROSE MIX, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Albert B. Olson

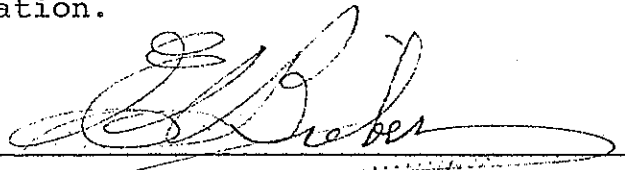
STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 17th day of November, 19 80, before me, a Notary Public in and for said County, appeared Neil N. Thueshte and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the Senior Vice President and _____ of the FEDERAL INTERMEDIATE CREDIT BANK OF ST. PAUL, a federally chartered corporation, that said instrument was signed by the authority of its Board of Directors and said Neil N. Thueshte, and _____ acknowledged said instrument was the free act and deed of said corporation.



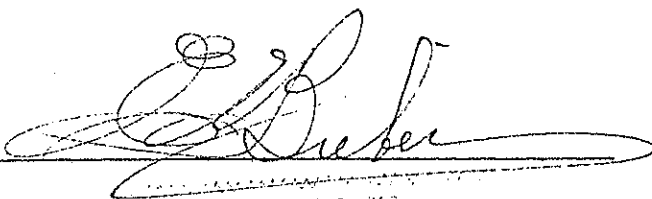
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 17th day of November, 1980, before me,
a Notary Public, within and for said County, appeared John M. Eckstein
and _____, to me personally known,
who, being each by me duly sworn, did say that they are respec-
tively the Vice President and _____
of the ST. PAUL BANK FOR COOPERATIVES, a federally chartered
corporation, and that said instrument was signed by the authority
of its Board of Directors, and said John M. Eckstein
and _____ acknowledged said instrument was the
free act and deed of said corporation.


E. E. DYER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires July 27, 1983

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

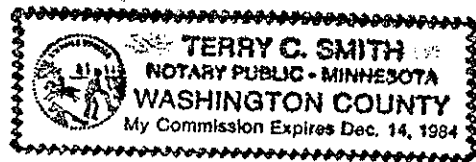
On this 17th day of November, 19 80, before me,
a Notary Public in and for said County, appeared Roger L.
Aehlader and _____, to me personally known,
who, being each by me duly sworn, did say that they are respectively
the Senior Vice President and _____ of THE
FEDERAL LAND BANK OF ST. PAUL, a federally chartered corporation,
that said instrument was signed by the authority of its Board of
Directors, and said Roger L. Aehlader and _____
_____ acknowledged said instrument was the free act and
deed of said corporation.


E. E. FARNED
NOTARY PUBLIC - MINN.
RAMSEY COUNTY
My Commission Expires July 27, 1983

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 5th day of NOVEMBER, 1980, before me, a
Notary Public within and for said County, appeared HARRY E.
OLSSON and _____, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the VICE PRESIDENT and _____
of SAN FRANCISCO REAL ESTATE INVESTORS, a California real estate
investment trust, and that said instrument was signed by authority
of its Board of Directors, and said HARRY E. OLSSON
and _____ acknowledged said instrument was the
free act and deed of said corporation.

Terry C. Smith



STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 5TH day of NOVEMBER, 19 80, before
me a Notary Public within and for said County, appeared
JAMES R. MILLER and _____, to
me personally known, who, being each by me duly sworn, did say
that they are respectively the PRESIDENT and
_____ of SAINT PAUL PROPERTY ADMINISTRATION,
INC., a Minnesota corporation, that said instrument was signed
by authority of its Board of Directors, and said JAMES R. MILLER
and _____ acknowledged said instrument was the
free act and deed of said corporation.

Terry C. Smith



Ordinance

Ordinance NO. 16643

Presented By J. McDonald

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

AN ORDINANCE MAKING PROVISION THEREFORE 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 AN OVERHEAD PEDESTRIAN PASSAGEWAY ACROSS ROBERT STREET BETWEEN THE INTERSECTION THEREWITH OF EAST FIFTH STREET AND EAST SIXTH STREET. SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE AMERICAN NATIONAL BANK BUILDING ON THE WEST SIDE OF ROBERT STREET TO THE FARM CREDIT BANK ADDITION ON THE EAST SIDE OF ROBERT STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority are hereby 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 an overhead pedestrian passageway across Robert Street between the intersection therewith of East Fifth Street and East Sixth Street. Said overhead pedestrian passageway to be extended from the American National Bank Building on the west side of Robert Street to the Farm Credit Bank Addition on the east side of Robert Street.

EXHIBIT A

COUNCILMEN

Yeas	Nays	
Butler		_____ In Favor
Hozza		
Hunt		_____ Against
Levine		
Maddox		
Showalter		
Tedesco		
Adopted by Council:		Date _____
Certified Passed by Council Secretary		
By _____		
Approved by Mayor:		Date _____
By _____		

Requested by Department of:

Public Works

By Donald E. Nygaard
 Donald E. Nygaard, Director (TJE/RAH)

Form Approved by City Attorney

By _____

Approved by Mayor for Submission to Council

By _____

EXH. A

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 passageway according to 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) and shall be accounted for under a separate Department of Public Works Project Number;
- d. That said permittee shall furnish the Department of Public Works all documents of record for said overhead pedestrian passageway that are 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;
- e. That said permittee shall construct said overhead pedestrian passageway to the satisfaction of the Director of Public Works and 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,

on any part of Robert Street shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate said 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 airconditioned 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 of the supports of said overhead pedestrian passageway entirely within the lines of the subject private real estate and entirely without public 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 said overhead pedestrian passageway shall make necessary the closing of Robert Street 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;
- k. That said permittee and/or its successors in interest shall not use any part of said 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 said 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 said structure and the surface of Robert Street, except as may be altered by the city's future street work;
- m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;

- n. That said permittee and/or its successors in interest shall complete the construction and erection of said 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 said overhead pedestrian passageway hereunder;
- 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 said structure from said location;
- q. That said permittee shall, within the period of ten 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;
- r. 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 passageway, 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 the insurance premiums of said overhead pedestrian passageway connecting their buildings and responsibility for providing the maintenance, repair and operation of same;
- s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above 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 said overhead pedestrian passageway, 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 said overhead pedestrian passageway to a reasonable standard of safety, or fail to remove said overhead pedestrian passageway hereunder 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 said overhead pedestrian passageway or any part thereof remains within the public street rights-of-way. 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;

- t. That said permittee and/or its successor 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 said 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 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.

Ordinance

Presented By _____

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

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 McMAHON Nays _____

5 In Favor

0 Against

Butler
Hozza
Hunt
Levine
Maddox
Showalter
Tedesco

MAR 11 1980

Adopted by Council: _____ Date _____

Certified Passed by Council Secretary

[Signature]

Approved by Mayor: _____ Date MAR 13 1980

By Peter Thomas

Requested by Department of:

Public Works

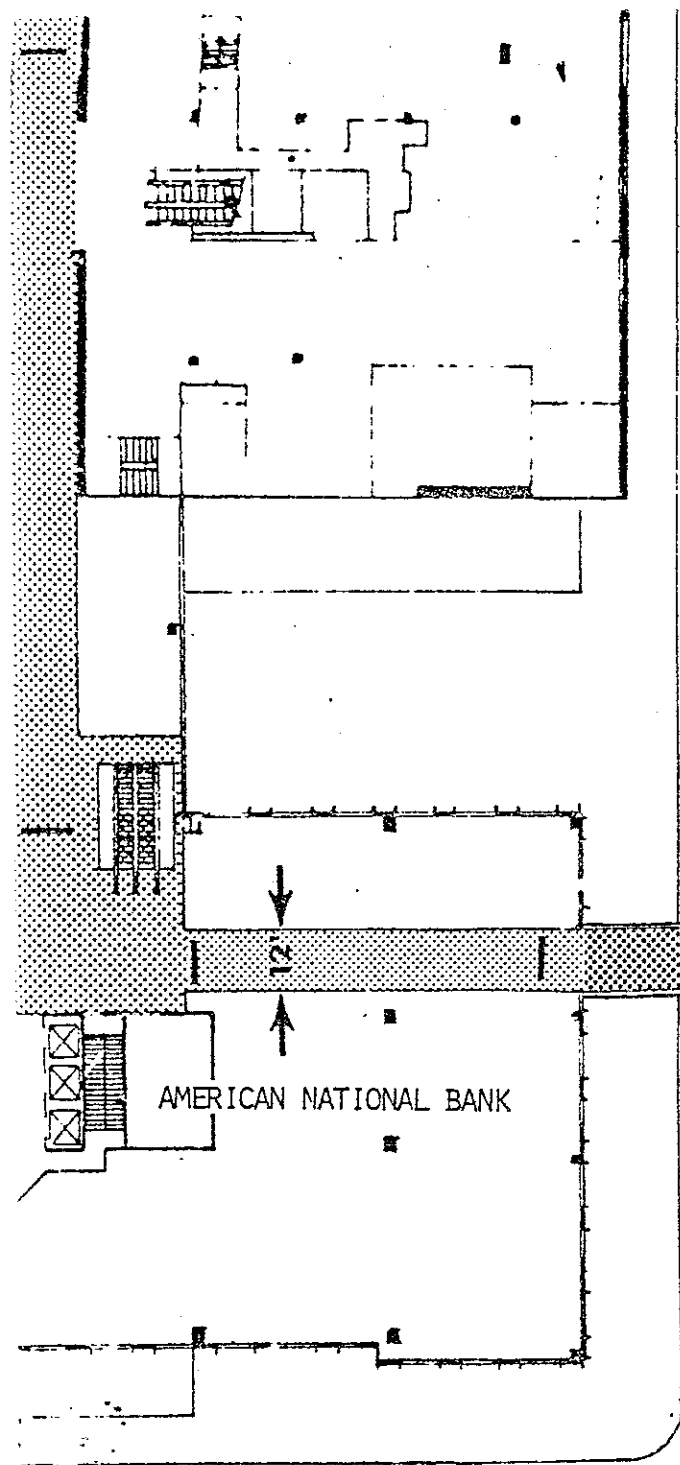
By [Signature]
Donald E. Nygaard, Director (TJE/RAH)

Form Approved by City Attorney

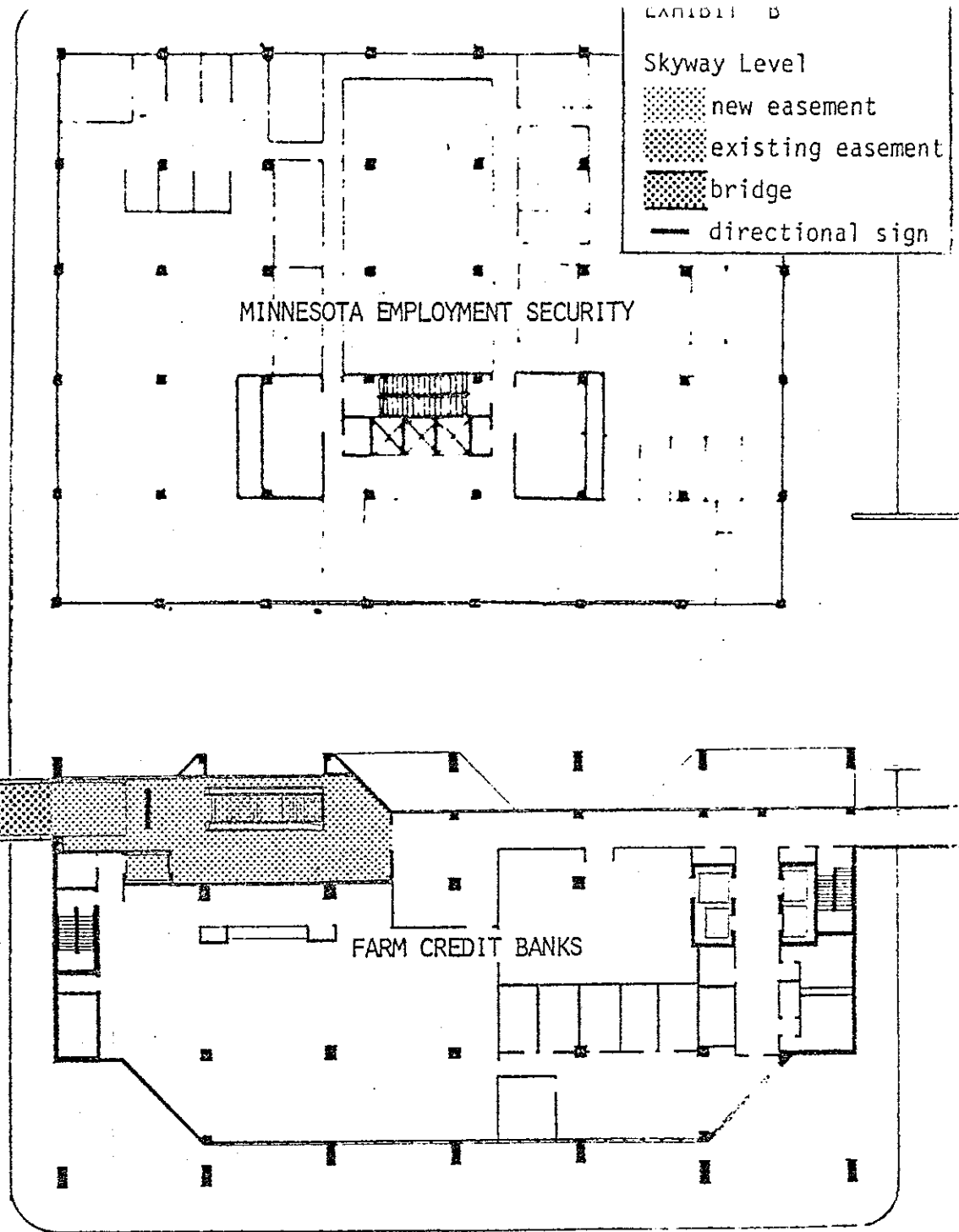
By [Signature]

Approved by Mayor for Submission to Council

By [Signature]



Robert Street



Fifth Street

GRANT OF EASEMENT

WHEREAS, _____ 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 _____, attached hereto, hereinafter called "Grantor's Property", and is referred to herein as "Grantor"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, 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 respective successors and assigns, hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for the use and benefit of the public for public pedestrian ingress, egress and transit in, through and over the Grantor's Property and the structures thereon described as follows:

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

The easement area is expressly herein to be subject to such reasonable police measures regarding open hours and closing any part of all of the easement area within, on or over Grantor's Property, 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 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 the Grantor or its successors or assigns, from time to time determine. This

Exhibit C

provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict the 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.

Grantor reserves unto itself the unconditional right and privilege of selling, conveying and transferring Grantor's Property as described above or any interest therein to any corporation, corporations, trust, trusts, individual(s), partnerships, or other form of venture. In the event of transfer of the Property, the Grantor (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 Grantor (seller) contained in the aforesaid Agreement thereafter to be performed; provided that Grantor's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor thereunder and hereunder.

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 approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, 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 the easement granted herein is vacated, abandoned or terminated 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, in substantially the same location, Grantor, its successors and assigns,

agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

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

All that part of Lots 3 and 14, Block 11, City of St. Paul,
(St. Paul Proper) lying within the following described lines:

Commencing at the Southwesterly corner of said Block 11,
thence S 89°30'40" E (assumed bearing) 2.0 feet along
the Southerly line of said Block 11, thence N 0°05'05"
W 46.17 feet along the Easterly line of Minnesota Street
as widened 2.0 feet; thence S 89°50' E 40.65 feet; thence
N 0°19' E 50.87 feet; thence S 89°41' E 1.6 feet; thence
N 0°19' E 60.4 feet; thence S 89°41' E 4.33 feet; thence N
45°54' E 25.26 feet; thence S 89°30'40" E 59.96 feet along
the Northerly boundary line of the Transamerica Building;
thence S 44°33' E 62.56 feet; thence S 89°41' E 32.79 feet;
thence N 0°30' E 15.53 feet to the point of beginning of
the easement herein described; thence S 89°48' E 16.53 feet;
thence N 0°30' E 6.01 feet; thence N 89°48' W 21.11 feet;
thence S 0°30' W 6.01 feet; thence S 89°48' E 4.58 feet
to the point of beginning.

The said easement is limited in height from the surface of the
walkway at elevation 83.6 feet upward to the second floor
ceiling at elevation 93.6 feet. All elevations are City
Datum.

Contains: 127 sq. ft. m.o.l.

EXHIBIT D

All that part of Lots 9 and 10, Block 11, City of Saint Paul, (St. Paul Proper) lying within the following described lines:
Commencing at the Southwesterly corner of said Block 11, thence S 89°30'40" E (assumed bearing) 2.0 feet along the Southerly line of said Block 11; thence N 0°05'05" W 46.17 feet along the Easterly line of Minnesota Street as widened 2.0 feet; thence S 89°50' E 40.65 feet; thence N 0°19' E 50.87 feet; thence N 89° 41' W 8.55 feet across the escalator base plate at the second floor level to the point of beginning of the easement herein described, thence S 0°19' W 4.8 feet; thence N 89°41' W 12.75 feet; thence N 0° 19' E 2.25 feet; thence N 89°41' W 2.0 feet; thence N 0°19' E 34.6 feet; thence S 89°41' E 2.0 feet; thence N 0°19' E 0.5 feet; thence S 89°41' E 6.80 feet; thence S 44°41'E 6.15 feet; thence S 0°19' W 28.2 feet; thence S 89°41' E 1.6 feet to the point of beginning; subject to access for repair and maintenance of escalator handrails, housing, and key access.

The said easement is limited in height from the surface of the walkway at elevation 83.6 feet upward to second floor ceiling at elevation 93.6 feet except the East 8.15 feet to the North 30.85 feet thereof, which ceiling is at elevation 95.6 feet. All elevations are City Datum.

Contains 484 sq. ft., m.c.l.

EXHIBIT E

All that part of Lot 14, Block 11, City of St. Paul, (St. Paul Proper) lying within the following described lines:

Commencing at the Southwesterly corner of said Block 11, thence S 89°30'40" E (assumed bearing) 2.0 feet along the Southerly line of said Block 11, thence N 0°05'05" W 46.17 feet along the Easterly line of Minnesota Street as widened 2.0 feet; thence S 89°50' E 40.65 feet; thence N 0°19' E 50.87 feet; thence S 89°41' E 1.6 feet; thence N 0°19' E 60.4 feet; thence S 89°41' E 4.33 feet; thence N 45°54'E 25.26 feet; thence S 89°30'40" E 59.96 feet along the Northerly boundary line of the Transamerica Building; thence S 44°33' E 62.56 feet; thence S 89°41' E 32.79 feet; thence S 0°30' W 11.6 feet; thence S 89° 41' E 16.78 feet across the escalator plate; thence S 0°19' W 7.53 feet; thence S 89° 41' E 1.0 feet; thence S 0°19' W 12.0 feet; thence N 89° 41' W 2.61 feet to the point of beginning of the easement herein described; thence S 0°19' W 4.35 feet; thence N 89°41' ~~W~~ 14.83 feet; thence N 0°19' E 4.35 feet; thence S 89°41' E 14.83 feet to the point of beginning.

The said easement is limited in height from the surface of the walkway at elevation 83.6 feet upward to the second floor ceiling at elevation 93.6 feet. All elevations are City Datum.

Contains 65 sq. feet, m.o.l.

EXHIBIT F

All that part of Lot 14, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Southwesterly corner of said Block 11, thence S 89°30'40" E (assumed bearing) 2.0 feet along the Southerly line of said Block 11; thence N 0°05'05" W 46.17 feet along the Easterly line of Minnesota Street as widened 20 feet; thence S 89°50' E 40.65 feet; thence N 0°19' E 50.87 feet; thence S 89°41' E 1.6 feet; thence N 0°19' E 60.4 feet; thence S 89°41' E 4.33 feet; thence N 45°54' E 25.26 feet; thence S 89°30'40" E 59.96 feet along the Northerly boundary line of the Transamerica Building; thence S 44°33' E 62.56 feet; thence S 89°41' E 32.79 feet; thence S 0°30' W 11.6 feet; thence S 89°41' E 16.78 feet across the escalator plate; thence S 0°19' W 7.53 feet; thence S 89°41' E 1.0 feet; thence S 0°19' W 12.0 feet; thence N 89°41' W 2.61 feet; thence S 0°19' W 4.35 feet; thence N 89°41' W 37.72 feet; thence N 0°17' E 11.8 feet to the point of beginning of the easement herein described, thence continuing N 0°17' E 10.0 feet; thence S 89°41' E 10.0 feet; thence S 0°17' W 10.0 feet; thence N 89°41' W 10.0 feet to the point of beginning.

The said easement is limited in height from the surface of the walkway at elevation 83.6 feet upward to the second floor ceiling at elevation 95.6 feet. All elevations are City Datum.

Contains 100 sq. feet.

KIOSK AREA

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

EXHIBIT G

GRANT OF EASEMENT
PEDESTRIAN CONCOURSE SYSTEM
DOWNTOWN URBAN RENEWAL AREA, MINN. R-20

822

THIS INDENTURE, made this 23rd day of August, 1976, by and between the

AMERICAN NATIONAL BANK AND TRUST COMPANY,
a National Banking Association (herein
referred to as the "Grantor")

and

CITY OF SAINT PAUL, MINNESOTA, a Minnesota
municipal corporation (herein referred to
as the "City")

WITNESSETH:

WHEREAS, the Grantor is the owner in fee of that certain tract of land situate in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described as follows:

All that part of Lots 4, 5, 6, 7 and 8, Block 11, City of St. Paul described as follows:

All that part of said Lots 4, 5 and 8 lying Northerly of a line distant 175.01 feet Northerly at right angles and parallel with the Southerly line of said Block 11 except the Northerly 2 feet of said Lots 4 and 5 for widening E. 6th St. and except the Westerly 2 feet of said Lot 8 for widening Minnesota St.; and

All that part of said Lots 6 and 7 except the Northerly 2 feet of said Lot 6 for widening E. 6th St. and except the Westerly 2 feet of Lots 6 and 7 for widening Minnesota St.,

Together with easement for ingress and egress over and across the Northerly 2 feet of Lots 4 and 5, said Block 11, reserved for widening Sixth Street and the Westerly 2 feet of Lot 8, said Block 11 reserved for widening Minnesota Street; said easement to remain in force and effect until dedication of said property for street purposes and then terminating,

hereinafter referred to as the "Property"; and

WHEREAS, the Grantor has agreed pursuant to that certain Contract For Sale Of Land For Private Redevelopment between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Davidson-Baker Co., dated October 14, 1965, recorded in the office of the Register of Deeds of Ramsey County, Minnesota, as Document No. 1811057, and Assumption Agreement dated October 22, 1971, collectively referred to as the "Contract" in that certain Deed Of Conveyance Of Land For Redevelopment conveying the Property to the Grantor, dated November 8, 1972, recorded in the office of the Register of Deeds of

Ramsey County, Minnesota, as Document No. 1841295, to grant an easement for a pedestrian concourse system for the use and benefit of the public as a public way for pedestrian transit in and through the first and second floors of the Grantor's building and Property, which easement is more particularly described as follows:

First Floor Level - Sixth Street to Stairway

A public walkway easement described as follows:

All that part of Lot 3, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeast corner of said Block 11, thence N 89°40'45" W (assumed bearing) along the Northerly line of said Block 11, 136.67 feet to the point of beginning of the easement herein described, thence continuing N 89°40'45" W along the aforesaid line extended 6.0 feet, thence S 0°24'10" E 6.07 feet, thence N 89°40'45" W 3.93 feet, thence S 0°24'10" E 5.32 feet, thence N 89°35'50" E 1.25 feet, thence S 0°24'10" E 0.68 feet, thence S 89°40'45" E 8.68 feet, thence N 0°24'10" W 12.07 feet to the point of beginning;

Subject to entrance doors, door framing, and thermostat control.

The said easement is limited in height from first floor walkway surface at elevation 65.4 feet upward to the first floor ceiling and its extension at elevation 78.6 feet. All elevations are City Datum.

Stairway Easement From First Floor Walkway Thru Intermediate Landing

A public stairway easement described as follows:

All that part of Lots 3 and 4, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeast corner of said Block 11, thence N 89°40'45" W (assumed bearing) along the Northerly line of said Block 11, 142.67 feet, thence S 0°24'10" E 6.07 feet, thence N 89°40'45" W 3.93 feet to the point of beginning of the easement herein described, thence continuing N 89°40'45" W along the aforesaid line extended 7.34 feet, thence S 0°19'40" W 23.52 feet, thence S 89°40'20" E 7.97 feet, thence N 0°19'40" E 3.47 feet, thence N 89°40'20" W 4.34 feet along the bottom of the stairway on the intermediate landing and its extension, thence N 0°19'40" E 16.1 feet, thence S 89°40'20" E 3.20 feet, thence N 0°19'40" E 0.71 feet, thence S 89°40'20" E 0.56 feet, thence N 0°24'10" W 3.34 feet to the point of beginning;

Subject to stairway, hand railings, fire extinguisher closets, directional signs, door and framing, and wall lights.

The easement is limited in height as follows:

On the North 4.05 feet thereof, the bottom of the easement is the first floor surface at elevation 65.4 feet; on the South 16.1 feet of the North 20.15 feet thereof the bottom of the easement is the surface of the stairway, just below the treads and risers, extending from the first floor at elevation 65.4 feet up to the intermediate stairway landing at elevation 76.4 feet; on the South 3.47 feet thereof, the bottom of the easement is the surface of the intermediate stairway landing at elevation 76.4 feet; on the North 11.0 feet thereof, the top of the easement is the first floor ceiling at elevation 77.4 feet; and on the South 12.62 feet thereof, the top of the easement is the second floor ceiling at elevations 92.5 feet.

All elevations are City Datum.

Stairway Easement From Intermediate Landing to Second Floor Walkway

A public stairway easement described as follows:

All that part of Lots 3 and 4, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeast corner of said Block 11, thence N 89°40'45" W (assumed bearing) along the Northerly line of said Block 11, 145.96 feet, thence S 2°19'45" E 3.64 feet, thence S 89°40'45" E 0.55 feet, thence S 0°17' E 1.68 feet, thence S 89°43' W 1.49 feet, thence N 0°17' W 0.85 feet, thence S 89°43' W 4.32 feet, thence S 0°19'40" W 6.77 feet to the point of beginning of the easement herein described, thence S 0°19'40" W 5.76 feet, thence S 89°40'20" E 1.31 feet, thence S 0°19'40" W 9.16 feet, thence S 89°40'20" E 3.42 feet along the bottom of the stairway on the intermediate landing, thence N 0°19'40" E 13.06 feet, thence N 89°40'20" W 1.25 feet, thence N 0°19'40" E 1.86 feet, thence N 89°40'20" W 3.48 feet to the point of beginning;

Subject to stairway, hand railings, fire extinguisher closet, directional signs, door and framing, and wall lights.

The easement is limited in height as follows:

On all of the easement except the South 9.16 feet, the bottom of easement is the second floor surface at elevation 82.6 feet; on the South 9.16 feet thereof, the bottom of the easement is the surface of the stairway, just below the treads and risers, extending from the second floor at elevation 82.6 feet down to the intermediate stairway landing at elevation 76.4 feet; the top of the easement is the second floor ceiling at elevation 92.5 feet.

All elevations are City Datum.

Second Floor Level - Public Walkway Easement - Stairway to Main Walkway

A public walkway easement described as follows:

All that part of Lots 3 and 4, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeast corner of said Block 11, thence N 89°40'45" W (assumed bearing) along the Northerly line of said Block 11, 145.96 feet, thence S 2°19'45" E 3.64 feet, thence S 89°40'45" E 0.55 feet, thence S 0°17' E 1.68 feet, thence S 89°43' W 0.09 feet to the point of beginning of the easement herein described thence continuing S 89°43' W 1.4 feet along the aforesaid line extended, thence N 0°17' W 0.85 feet, thence S 89°43' W 4.32 feet, thence S 0°19'40" W 6.77 feet, thence S 89°40'20" E 5.73 feet, thence N 0°19'40" E 6.0 feet to the point of beginning;

Subject to door and framing, and directional signs.

The easement is limited in height from the second floor surface at elevation 82.6 feet to the second floor ceiling at elevation 93.5 feet.

All elevations are City Datum.

Second Floor Level - Public Walkway Easement - Main Walkway From Sixth Street to South Boundary Line

A public walkway easement described as follows:

All that part of Lot 3, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeast corner of said Block 11, thence N 89°40'45" W (assumed bearing) along the Northerly line of said Block 11, 133.80 feet

to the point of beginning of the easement herein described, thence continuing N 89°40'45" W 12.16 feet along the aforesaid line extended, thence S 2°19'45" E 3.64 feet, thence S 89°40'45" E 0.55 feet, thence S 0°17'E 1.68 feet, thence S 89°43' W 0.09 feet, thence S 0°19'40" W 119.25 feet, thence S 89°30' E 1.56 feet, thence S 0°30' W 1.63 feet, thence S 89°30'40" E 12.0 feet along the Southerly boundary line of the American National Bank Building, thence N 0°30' E 26.24 feet, thence N 0°17' W 94.65 feet, thence S 89°43' W 1.48 feet, thence N 0°17' W 1.72 feet, thence S 89°40'45" E 0.55 feet, thence N 2°19'45" W 3.64 feet to the point of beginning;

Subject to footbridge hand railings and base radiators, doors and framing, ceiling lights, directional signs, ramp railings, and window framing veneer.

The easement is limited in height as follows:

On the South 8.0 feet thereof, the bottom of the easement is the second floor surface at elevation 83.65 feet; on the North 37.0 feet of the South 45.0 feet thereof, the bottom of the easement is the walkway ramp surface at elevation 83.65 feet of the South line on a uniform slope to elevation 80.55 feet at the North line; on the North 45.5 feet of the South 90.5 feet, the bottom of the easement is the second floor surface at elevation 80.55 feet; on the North 24.38 feet of the South 114.88 feet thereof, the bottom of the easement is the walkway ramp surface at elevation 80.55 feet at the South line on a uniform slope to elevation 82.6 feet at the North line; except the South 114.88 feet thereof, the bottom of the easement is the second floor surface at elevation 82.6 feet; on the South 120.89 feet thereof, the top of the easement is the second floor ceiling on a sloping plane at elevation 93.6 feet at the South line and at elevation 93.5 feet at the North line; except the South 120.89 feet thereof, the top of the easement is the second floor ceiling and its extension South at elevation 91.9 feet.

All elevations are City Datum.

Second Floor Level - Public Walkway - Walkway Around Parking Ramp

A public walkway easement described as follows:

All that part of Lots 5 and 6, Block 11, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northeast corner of said Block 11, thence N 89°40'45" W (assumed bearing) along the Northerly line of said Block 11, 145.96 feet, thence S 2°19'45" E 3.64 feet, thence S 89°40'45" E 0.55 feet, thence S 0°17' E 1.68 feet, thence S 89°43' W 0.09 feet, thence S 0°19'40" W 119.25 feet, thence S 89°30' E 1.56 feet, thence S 0°30' W 1.63 feet, thence N 89°30'40" W 59.62 feet along the Southerly boundary line of American National Bank Building to the point of beginning of the easement herein described, thence continuing N 89°30'40" W 59.96 feet along the aforesaid line to the point of intersection with a curve; having a radius of 48.94 feet with a bearing at said point of N 37°17'16" W thence Northeasterly, Easterly, and Southeasterly along said curve with a radius of 48.94 feet and a central angle of 75°33'12" for an arc distance of 64.53 feet to the point of beginning;

Subject to ceiling lights and building expansion joint molding.

The easement is limited in height from the second floor surface at elevation 83.6 feet to the second floor ceiling at elevation 96.6 feet.

All elevations are City Datum,

together with the right of ingress to and egress from the pedestrian concourse system described to and from the public streets abutting the Property.

The easement granted herein is expressly made subject to such reasonable police measures regarding uses and hours of operation of the pedestrian concourse system within the Grantor's building, as the City of Saint Paul may by ordinance from time to time determine.

Subject to the conditions of the aforesaid Contract, the Grantor and its representatives, successors and assigns retain the right to change the location of said easement on the condition that new easements are granted which permit the continuity of the pedestrian concourse system, and that the Grantor installs a new pedestrian concourse on the new easement area at the Grantor's sole cost and expense.

The Grantor, for themselves, their representatives, successors and assigns, does hereby agree that for and during the life of said easement, shall be solely responsible for the cost of all repairs, improvements, and replacements of the public way or pedestrian concourse system, as it passes through their building as described herein, together with the vertical accesses and the access from the foot of the vertical access facilities to the public sidewalks, it being understood that the aforesaid covenant shall run with the land.

TO HAVE AND TO HOLD said easement for a public way or pedestrian concourse system, together with all rights of ingress and egress appertaining thereto until the concourse system is vacated or abandoned in the manner required by law.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY

In the Presence of:

Wm S. Sullivan

Margaret H. Riehm

By J. Gifford Ford
Its

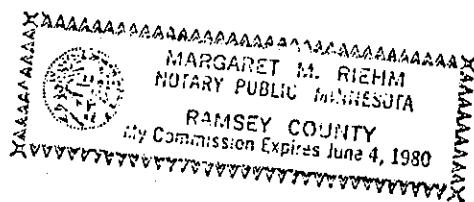
By E. E. Ford
Its

(S E A L)

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 23rd day of August, 1976, before me, a Notary Public within and for said County, appeared J. Gifford Hood and J.E. Edell, to me personally known, who being each by me duly sworn, did say that they are respectively the Vice President and Vice President of the AMERICAN NATIONAL BANK AND TRUST COMPANY, a National Banking Association organized or operating under the laws of the United States of America, as referred to in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said association, and that the said instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and said J. Gifford Hood and J.E. Edell acknowledged said instrument as being the free act and deed of said association.

Margaret M. Riehm



This instrument was drafted by
HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA
55 EAST FIFTH STREET
SAINT PAUL, MINNESOTA 55101