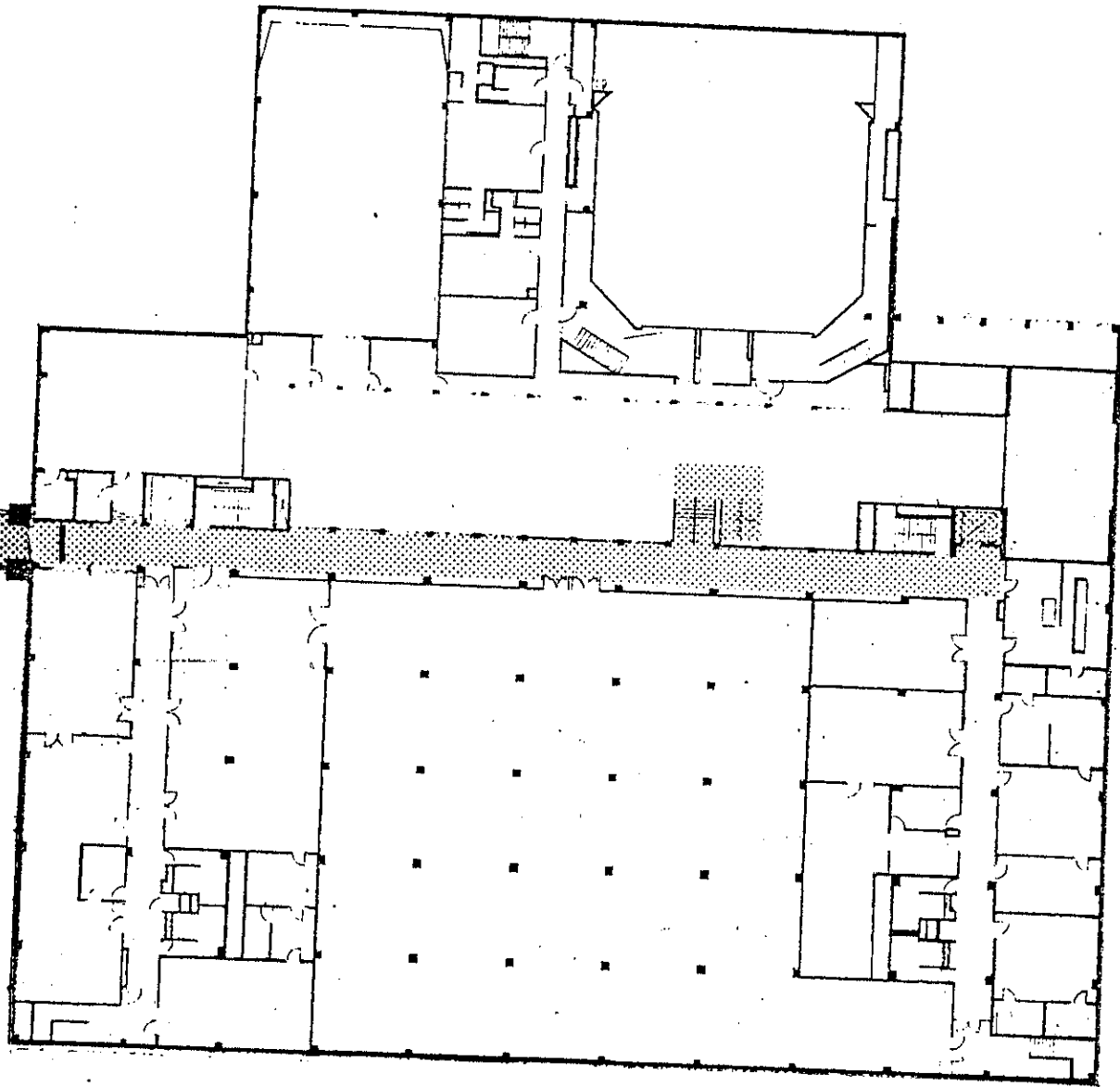


Tenth

Wabasha

SK-2



ARTS & SCIENCE CENTER

Exchange

EXHIBIT "C"

Skyway Level

— easement

— bridge

— directional sign

SK10

WABASHA STREET SKYWAY BRIDGE MAINTENANCE AGREEMENT

This Skyway Operations and Maintenance Agreement, made and entered into this 5 day of July 2000, by and between the City of Saint Paul, a municipal corporation ("City") as owner of the building known as the Arts and Science Center and Charter School Building Corporation, Minnesota nonprofit corporation ("School") as owner of the building known as the Minnesota Business Academy.

WITNESSETH:

WHEREAS, the City of Saint Paul, Minnesota ("City") and the Housing and Redevelopment Authority of the City of Saint-Paul, Minnesota ("HRA") have undertaken to develop a pedestrian skyway system within Saint Paul's downtown central business district; and

WHEREAS, the City and HRA have agreed to the extension of the pedestrian skyway system and the City is constructing a skyway bridge over Wabasha Street (hereinafter referred to as the "Skyway Bridge") between the buildings occupied by City and School and pursuant to City; "7A Skyway Agreement, dated August 25, 1982" and City Council File 269708 - Ordinance No. 16316, approved September 23, 1977; and

WHEREAS, the City and the School have agreed by and between themselves, to maintain, repair and operate the Skyway Bridge and its related equipment at their sole cost and expense and have agreed to enter into a written agreement for sharing the maintenance, repair and operating costs of said Skyway Bridge and its related equipment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, during the term hereof, it is hereby agreed by and between the parties hereto as follows and more specifically shown on Exhibit A, entitled Skyway Bridge Maintenance:

1. MAINTENANCE. School will at all times keep the Skyway Bridge reasonably clean and free of litter and debris, and will pay all costs of cleaning the Skyway Bridge. Such cleaning will include, but not be limited to, interior and exterior glass, floor, hardware, metal trim and light fixture cleaning and polishing. School will pay the cost of minor repairs to doors, windows, floors, roof, ceilings.

2. OPERATIONS. School will provide and pay all costs of the mechanical and electrical systems to the Skyway Bridge for supplying the necessary heat, cooled air and electrical power to the Skyway Bridge facilities. School will maintain Skyway Bridge systems (including filter replacement, bulb replacement, routine and preventive maintenance and repairs) to ensure proper operations.

3. INSURANCE. The City and School will provide, pay for and maintain, as follows:

- A. The City will provide the Property insurance with all-risk coverage in the amount of the full replacement cost of the Bridge.
- B. The School will provide Commercial General Liability insurance against claims for personal injury, death or property damage in or about the Bridge arising from the condition, maintenance, repair or operation of the Bridge. Said insurance will have the following minimum coverages:

For Bodily Injury and Property Damage, including death, \$1,000,000 combined single limit, per occurrence. Such minimum insurance will be subject to reasonable change upon 60 days' notice by official action of the Council of the City of St. Paul, from time to time, in the event that statutory municipal liability limitations are altered.

Such insurance will be with duly licensed insurance companies, will name the City, HRA, as additional insureds on the Commercial General Liability insurance policy and will name the City and HRA as Loss Payees on the Property insurance policy and require not less than 60 days prior written notice of termination or material alteration and will be evidenced by certificates filed with each of the additional insureds.

- C. Surety Bond. The School will (as specified in City Council Resolution 269708-Ordinance number 16318) furnish and maintain a Surety bond, as principals, as required by the Skyway Agreement, in the amount of \$50,000.00 in favor of the City as obligee conditioned that the principals will comply with the provisions of the Ordinance and will forever indemnify and hold the City harmless in accordance with the Ordinance against all expense and liability on account of all costs, claims, suits and judgements arising out of or connected with the maintenance, operation and/or repair of the Skyway Bridge, its systems and the adjacent access areas associated with each of the principal's respective buildings.

4. SURVEILLANCE. School will provide and pay all costs for equipment and/or guard service and/or monitoring services necessary to provide security services of the skyway bridge area.

5. SIGNAGE. School and City will share equally the costs for changes in the skyway signage for signage that is of mutual benefit. Changes to the signage that are initiated by either party for their own benefit, the benefitting party will be responsible for the cost.

6. OTHER. Other costs and expenses associated with the Skyway Bridge will be divided equally between the parties hereto. Such items will include, replacement of the floor, roof, interior and exterior painting, repair and replacement of directional signs located in the Skyway Bridge, any taxes or any cost of removal of the Skyway Bridge.

7. COMPLIANCE WITH SKYWAY AGREEMENT AND ORDINANCE. Each of the parties hereto agrees to comply with all provisions of the 7A Skyway Agreement, dated August 25, 1982 and the Ordinances (including Chapter 140 Skyway Conduct) insofar as they pertain to the Skyway Bridge and the respective parties hereto.

8. DEFAULT, OPTION TO PERFORM, REIMBURSEMENT. If either party, defaults in the performance of its obligations hereunder and fails to cure such default within five (5) days after notice from the non defaulting party, such non defaulting party shall have the right, but not the obligation, to perform the duties of the defaulting party. (In the event such default, in the reasonable determination of the non defaulting party, results in an emergency or creates a potentially hazardous situation, the non defaulting party shall have the right to perform the duties of the defaulting party immediately and without notice.) In the event one party hereto perform any duties of the other party pursuant to the terms of this paragraph, the defaulting party shall promptly, upon demand, reimburse the non defaulting party for all cost and expenses incurred in the performance of such duties.

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

- A. If the costs relate to obligations of City pursuant to Paragraph 1 of this Agreement, such costs assessed by the City shall be paid by City.
- B. If the costs relate to obligations of School pursuant to Paragraph 2, 4 of this Agreement, such costs assessed by the City shall be paid by School.
- C. If the costs relate to obligations which are to be divided equally between the parties hereto, pursuant to Paragraphs 3, 5 and 6 of this Agreement, such costs assessed by the City shall be divided equally between the parties hereto.

In the event either of the parties to this Agreement receives any notice from the City with respect to the Skyway Bridge, the party receiving such notice shall promptly advise the other party of the contents of such notice.

10. DEFINITION. "Skyway Bridge" when used herein shall include that portion of the St. Paul pedestrian skyway system commencing at the point at which the Skyway Bridge structure over Wabasha Street connects to the City building and extending to the point at which

the bridge structure connects to the School building. Each party hereto shall be solely liable for all costs arising out of or connected with the construction, maintenance, operation and repair of the skyway concourses, corridors and approach ways connected to the Skyway Bridge and associated with its respective building, including any costs for required insurance coverages; and nothing contained in this Agreement shall be construed to create any liability on the part of one party for such costs required to be incurred solely by the other party.

11. TERM. The respective rights and obligations of the parties set forth in this Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their assigns and successors as owners of the buildings to which the Skyway Bridge is to be attached, and shall continue in force until such time as the pedestrian skyway system or the part thereof covered by this Agreement is abandoned or vacated in the manner required by law or until such time as either School's building or City's building is substantially destroyed or condemned and not rebuilt or restored. If such building is rebuilt or restored following such event, however, this Agreement shall continue in force and effect as to any skyway bridge constructed to replace the Skyway Bridge referred to herein. Notwithstanding the foregoing, each of the parties hereto reserves the right to sell, convey or otherwise transfer its interest in the building to which the Skyway Bridge is to be attached to any other corporation, corporations, trust, trusts, individuals, partnerships or other form of venture. In such event, the party making such transfer shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any obligations of such party under the terms of this Agreement thereafter to be performed, provided that the transferee of such building agrees in writing to assume all such obligations of the transferring party.

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

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

- A. If to City to: Real Estate Division
City of Saint Paul
140 City Hall
Saint Paul, MN 55102
- B. If to School to: Charter School Building Corporation
505 Wabasha Street North
Saint Paul, MN 55102-1016

or to such other persons or places as may be designated by a party hereto by a notice given in the foregoing manner.

14. SKYWAY HOURS. School and City agree to have open the public pedestrian skyway easement within its buildings, and shall grant to the public the right of use of said pedestrian skyway system for purposes of pedestrian ingress, egress and transit, except for such reasonable police measures regarding open hours and closing all or part of the System 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 such ordinances may be amended from time to time. It is agreed by all parties that the skyway bridge herein and the pedestrian concourses shall be open for public ingress, egress and transit from:

7:30 a.m. to 10:30 p.m., Monday through Saturday;

9:00 a.m. to 10:30 p.m., Sundays;

provided, however, that when facilities within the School or the Arts and Science Center are used by the public or by patrons or guests at events, shows, performances, exhibitions or other similar functions, School and City shall keep open for the use of such public, patrons or guests those segments of concourse within or on their properties which are necessary to permit access to the parking ramp located in Block 7A and the elevators and stairs serving such ramp; and further provided, that in the event the School and the Arts and Science Center are completely closed for one or more days per week, the public easement therein shall not be open for public ingress, egress and transit during such days. These hours are subject to the general legislative power of the City to prescribe the same or different system hours by ordinance.

15. SAVINGS CLAUSE. 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 for the Construction of the Saint Paul Skyway System, which is incorporated by reference herein, except insofar as this Agreement is in direct conflict and inconsistent with said General Policy Statement, in which case this Agreement shall supercede and be controlling.

16. COST ACCOUNTING AND DISTRIBUTION. With respect to Paragraphs 1, 2, 3, 4, 5, and 6, each party shall prepare and provide sufficient documentation to show the expenses they paid. Every six months the parties shall meet for the purpose of determining the total cost of the items covered in Paragraphs 1- 6 of this agreement. When a total cost has been derived, the City shall be responsible for 75% of the total cost and the School 25% of the total cost. The percentage allocations is based on a 50% City and 50% School, then modified to 75% City and 25% School to reflect costs of operating the skyway on days when the School is not open.

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

CITY OF SAINT PAUL

N/A
Mayor

Frederick K. Clausen 7/5/00
City Clerk

[Signature]
Director of Financial Services *DWH 7/5/00*

Robert W. Warren 7/5/00
City Attorney Office

CHARTER SCHOOL BUILDING CORPORATION

[Signature]
its **TREASURER**

its

(A&SSkyOM)

Exhibit A

SKYWAY BRIDGE MAINTENANCE

22-Jun-2000

(ASSkyOM)

Estimated 7/1/2000 to 6/30/2000 maintenance costs

	Total Cost	Arts and Science Center	Charter School Building Corp.	Remarks
MAINTENANCE				
Cleaning	\$3,900.00		\$3,900.00	Allowed for average 30 minutes at 6 days a week.
Doors	included w/cleaning		included w/cleaning	
Interior windows	\$200.00		\$200.00	Allowed for 4 times at year at 2 hr. of work @\$25 per hour.
Exterior windows	\$500.00		\$500.00	Allowed for 2 times at year at 4 hr. of work @\$50 per hour.
Floors (sweep, mop, wax)	included w/cleaning		included w/cleaning	
Metal trim, base (dust, remove wax)	included w/cleaning		included w/cleaning	
Below ramping	included w/cleaning		included w/cleaning	
Clean light fixtures	included w/cleaning		included w/cleaning	2 times a year.
Minor Repair/Replace	\$1,000.00		\$1,000.00	Estimated depending on the scope and quality.
Minor repair of Doors	\$500.00		\$500.00	
Minor repair of Windows	\$1,000.00		\$1,000.00	
Minor repair of Floors (terrazzo)	included w/repairs		included w/repairs	
Minor repair of Roof/Ceiling	\$200.00		\$200.00	
OPERATIONS				
HVAC/Mechanical	\$7,024.00		\$7,024.00	Est. per Alex Sleiman 6/1/00; use actual metered cost
Lighting/Electrical	\$1,600.00		\$1,600.00	Est. @ \$1600; use actual metered cost
Replace light bulbs	\$166.00		\$166.00	annual replacement 126 bulbs + \$40 labor
Change HVAC filters	inc. w/HVAC/mech.		inc. w/HVAC/mech.	2 times a year or more often: # of filters x \$10+\$25 labor
INSURANCE				
Property insurance	\$200.00	\$200.00		
Commercial General Liability ins.	\$500.00		\$500.00	Limits: \$500,000 BI, \$200,000 PD; New statutory limits \$1M combined.
Surety Bond	\$350.00		\$350.00	As required in Council File 269708-Ordinance No. 16318.
SURVEILLANCE				
Equipment				
Guard Service				
Monitoring costs	\$2,000.00		\$2,000.00	Estimated monitoring services.
SIGNAGE				
Materials and labor	\$500.00	\$250.00	\$250.00	Replacement or additions of signage.
OTHER				
Door replacement				Estimated replacement cost per set of doors \$6,000.
Window replacements				Estimated replacement cost for window: large \$1200;small \$800.
Floors replacement				Estimated replacement unknown.
Roof/Ceiling replacement				Estimated roof replacement \$20,000.
Painting, interior				Estimate cost per time \$2,500.
Painting, exterior				Estimate cost per time \$15,500.
Other				
ESTIMATED TOTAL ANNUAL COST	\$19,840.00	\$450.00	\$19,190.00	
Cost based on 50%-50%		\$9,820.00	\$9,820.00	
Cost based on 75%City 25%School		\$14,730.00	\$4,910.00	

A G R E E M E N T

THIS AGREEMENT is made and entered into this 25th day
of August, 19 82, 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";

CITY OF SAINT PAUL, a municipal cor-
poration, hereinafter referred to as
the "City";

FOUNTAIN DEVELOPMENT COMPANY, a
Minnesota general partnership con-
sisting of Sheehy Properties, Inc.,
and Sherman Investment Corporation,
both Minnesota corporations, here-
inafter referred to as "Fountain";

GALLERY TOWERS, a Minnesota limited
partnership consisting of Ted Glasrud
Associates, Inc., as general partner,
and Sherman Investment Corporation,
as limited partner, both Minnesota
corporations, hereinafter referred to
as "Gallery";

TWENTY BROAD STREET LEASING COMPANY,
INCORPORATED, a Delaware corporation,
and THE SCIENCE MUSEUM OF MINNESOTA,
a Minnesota non-profit corporation,
hereinafter referred to jointly as
"Museum";

ST. PAUL-RAMSEY ARTS AND SCIENCE
COUNCIL (formerly the Saint Paul
Council of Arts and Sciences), a
Minnesota non-profit corporation,
hereinafter referred to as "Council";

and

PORT AUTHORITY OF THE CITY OF SAINT
PAUL, a body politic and corporate,
hereinafter referred to as "Authority".

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, portions of the System have been constructed or are under construction on and extending from that Block bounded by Wabasha, St. Peter, Tenth and Exchange Streets, hereinafter referred to as "Block 7A"; and

WHEREAS, Authority is the owner of certain improvements on Block 7A located (1) on the Medical Air Parcel, shown on Exhibit B attached hereto, which improvements are hereinafter referred to as the "Medical Office Building"; and

WHEREAS, Fountain is the owner of certain improvements on Block 7A located on the Mall Air Parcel, shown on Exhibit B attached hereto, which improvements are hereinafter referred to as the "Mall" or the "mall area"; and

WHEREAS, Gallery is the owner of certain improvements under construction on Block 7A located on the Apartment Air Parcel, shown on Exhibit B attached hereto, which improvements are hereinafter referred to as the "Apartments" or "Apartment Building"; and

WHEREAS, Museum (Twenty Broad Street Leasing Company, Incorporated) is the owner of certain improvements on Block 7A located on the Museum Air Parcel, shown on Exhibit B attached hereto,

which improvements are hereinafter referred to as the "Science Museum"; and

WHEREAS, Council is the prime tenant and manager of the premises (owned by the City) on that Block bounded by Wabasha, Cedar, Tenth and Exchange Streets, commonly described as 30 East Tenth Street, Saint Paul, Minnesota, hereinafter referred to as the "Arts and Science Center", as shown on Exhibit C attached hereto; and

WHEREAS, skyway bridges have been constructed over St. Peter and Wabasha Streets, connecting the Block 7A improvements with St. Joseph's Hospital and the Arts and Science Center; and a pedestrian concourse at the second level with vertical access facilities has been constructed or is under construction at various locations in the Mall, the Apartment Building, the Science Museum, and the Arts and Science Center, all to provide for public pedestrian ingress or egress.

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

DEFINITION

1. The words "pedestrian concourse," "easement area," "pedestrian easement," and "public easement," wherever used in this Agreement, shall mean and include the second floor corridor or concourse within the Mall, Apartments, and Science Museum, the vertical access facilities and stairway within said improvements, the ground level access within and without said improvements leading to the public sidewalks on St. Peter and Wabasha

Streets, and the skyway bridges and supports therefor to the extent located within or over the property of Fountain, Gallery, or Museum on Block 7A, all of which are shown on Exhibit B attached hereto. The words "dedicated area," "public way" or "pedestrian concourse" shall mean and include the second floor concourse, vertical access facilities and ground level access to the public sidewalk within the Arts and Science Center, as shown on Exhibit C attached hereto.

EASEMENTS AND HOURS

2. Fountain, Gallery and Museum hereby agree to grant to the City a public easement for the pedestrian skyway system through their respective improvements and buildings, all as shown and in accordance with Exhibit B attache hereto. Council and City agree to dedicate an area for public use for the pedestrian skyway system through the Arts and Science Center as described and in accordance with Exhibit C attached hereto. The easements to be granted by Fountain, Gallery and Museum shall be in the form attached hereto as Exhibits D, E and F, and the public way to be dedicated by Council and City, in the form attached as Exhibit G, and such easements and dedication shall grant to the public the right of use of said pedestrian skyway system through their respective improvements for purposes of pedestrian ingress, egress and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse to public use through said Building as the City may, by ordinance, provide from time to time. It is agreed by the parties that the new pedestrian

easement and dedicated area provided for herein shall be open for public ingress, egress and transit from 7:30 a.m. to 10:30 p.m., Monday through Saturday; 9:00 a.m. to 10:30 p.m., Sundays; provided, however, that when facilities within the Science Museum or the Arts and Science Center are used by the public or by patrons or guests at events, shows, performances, exhibitions or other similar functions, Museum and Council shall keep open for the use of such public, patrons, or guests those segments of concourse within or on their properties which are necessary to permit access to the parking ramp in Block 7A and the elevators and stairs serving such ramp; and, further provided, that in the event the Science Museum ^{AND} or Arts and Science Center are completely closed for one or more days per week, the public easement therein shall not be open for public ingress, egress and transit during such days. All such hours of operation and closing are subject to the general power of the City to prescribe the System hours by ordinance.

3. The public easement through the Science Museum shall be in accordance with Exhibit B herein and shall commence at the easterly property line of the Science Museum where it connects to the existing skyway bridge over Wabasha Street, and shall extend in a westerly direction to the new improvements being constructed by Gallery on the Apartment Air Parcel.

The dedicated area through the Arts and Science Center shall be in accordance with Exhibit C herein, and shall commence at the westerly property line of the Arts and Science Center where it connects to the existing bridge over Wabasha Street and shall

extend in an easterly direction to the public sidewalk on Cedar Street.

The public easement through the Apartment Building shall be in accordance with Exhibit B herein, and shall commence at the easterly line of the Apartment Air Parcel where it connects to a portion of the pedestrian concourse in the Mall Air Parcel, and shall extend in a westerly direction to connect with that portion of pedestrian concourse in the Mall Air Parcel which connects to the existing skyway bridge over St. Peter Street.

The public easement through the Mall shall be in accordance with Exhibit B herein, and consists of two segments: one located between and connecting the pedestrian concourses of the Science Museum and the Apartment Building; and the second located at the easterly end of the skyway bridge over St. Peter Street connecting with the pedestrian concourse in the Apartment Building, and providing vertical access down the escalators and thence to the public sidewalk on the easterly side of St. Peter Street.

4. The HRA and City hereby waive any right they may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Mall, Apartments, or Science Museum by condemnation or under the threat of condemnation, but said waiver does not apply to the skyway bridges over Wabasha and St. Peter Streets.

5. It is agreed by and between the parties hereto that the skyway bridge over Wabasha Street 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

6. Fountain, Gallery, Museum and Council hereby agree to provide all repairs and maintenance to maintain the pedestrian concourse in or on their respective buildings to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. HRA and City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action to approve or disapprove within 14 days shall be deemed approval.

7. Museum and Council agree to maintain, repair and operate the skyway bridge over Wabasha Street, and all its systems and facilities at their sole cost and expense; and shall keep and maintain said bridge in repair and safe condition for pedestrian travel, reasonably clean and free of litter and debris. Museum and Council are permitted to install, and shall maintain, operate and repair, such utility, electrical and mechanical systems within or through such bridge as are reasonably necessary for operation of the Science Museum or Arts and Science Center, all at their sole cost and expense. 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

and directional sign cleaning. HRA or City shall be furnished with both preliminary and final plans and specifications for all additions, alterations, or repairs and replacement to the skyway bridges, its integral parts, systems and support structures, or to utility, electrical or mechanical systems within or through the bridge serving the adjacent buildings, which plans and specifications shall be subject to reasonable approval or disapproval before commencement of the work. Failure to approve or disapprove within 14 days of receipt of such plans shall be deemed approval.

8. If Fountain, Gallery, Museum or Council shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through their respective buildings, or Museum and Council as to the skyway bridge, within 30 days after receipt by them of written demand from the City, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by each respective party or its surety as applicable; provided, however, that the City retains the right to assess such costs against each respective party as a local improvement in the manner provided by law.

9. The pedestrian concourse which is the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purposes other than for or on store fronts in the pedestrian concourse. Any new store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of HRA and/or City before installation. Nothing herein contained

shall prevent the installation and maintenance of skyway directional sign(s) as provided in paragraph 19 below. Fountain, Gallery, Museum and Council shall, as to the pedestrian concourse and easement or dedicated areas in this Agreement, comply with the guidelines in the General Policy Statement for the Construction of the Saint Paul Skyway System, as adopted by the City Council on January 8, 1980, which statement includes standards and policies for storefront design, signage and graphics, and skyway colors.

SURETY BONDS AND INSURANCE

10. Insurance required hereunder for hazard and liability for the areas designated as the pedestrian concourse and skyway bridge shall be a maintenance cost.

11. Museum and Council shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge over Wabasha Street, and Fountain, Gallery, Museum and Council shall furnish and maintain public liability insurance coverage for the pedestrian concourses within their respective buildings, in each case 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 City Council 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 such cost is reasonably determined by the City from time to time.

CHANGE IN LOCATION

12. Fountain, Gallery, Museum and Council and City have the right hereunder to change the location of the public easement or dedicated area or any portion thereof, conditioned upon the grant of a new public easement or dedication of a new public way and the construction by them of a new pedestrian concourse which replaces that portion changed, and permits and provides for the continuity of the System. All the costs and expenses entailed by such change of location shall be borne by the respective party involved. Such right to change location is further conditioned that no change shall be made without approval of the HRA, such approval not to be unreasonably withheld; and that said new easement or dedicated area shall be surveyed and described by a registered land surveyor at the expense of the respective party involved. The grant of a new easement or dedication of a new public way shall be in the form as provided in Exhibits D, E, F or G, as the case may be.

The HRA shall not be required to approve the change unless the new pedestrian concourse and corresponding public easement

or dedicated area contains at least the same area and dimensions as the existing easement; and will be of the same character, quality and functional characteristics as the existing concourse.

BINDING OBLIGATIONS

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

14. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force and run with the land until such time as said System or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement or Dedication of Public Way.

15. This Agreement shall survive conveyance and delivery of the Grant of Easement or Dedication of Public Way provided for herein and shall not be considered merged therein.

16. Fountain, Gallery, Museum and Council each reserves unto itself the right and privilege of selling, conveying and transferring its abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to the extent not prohibited by or inconsistent with any other Agreement which may be applicable. In the event of transfer of its interest in the property, any such party may be freed and relieved, from and after the date of such transfer, of all liability as respects the

performance of any covenants or obligations on its part contained in this Agreement thereafter to be performed provided that its successor fully and without limitation assumes in writing all its duties, responsibilities and covenants under this Agreement.

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

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

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

and

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

and

City of Saint Paul
Eugene Schiller, Director
Department of Finance and
Management Services
Room 234, City Hall
Saint Paul, Minnesota 55102

b. To: Fountain Development Company
c/o Sherman R. Rutzick
Sherman Investment Corporation
251 E. Fifth Street
St. Paul, Minnesota 55101

- c. To: Gallery Towers
c/o Ted Glasrud Associates, Inc.
151 E. County Road B-2
St. Paul, Minnesota 55117
- d. To: Twenty Broad Street Leasing Company, Inc.
1345 Avenue of the Americas
New York, New York 10105
- e. To: The Science Museum of Minnesota
Director
30 E. Tenth Street
St. Paul, Minnesota 55101
- f. To: St. Paul-Ramsey Arts and Science Council
President
30 E. Tenth 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

19. The provisions or obligations contained in or imposed by the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980 by the Saint Paul City Council, are applicable and incorporated herein by reference; provided, however, that in the event of a direct conflict between any of the provisions in this Agreement and said General Policy Statement, this Agreement shall be controlling.

DIRECTIONAL SIGNS

20. The location of the standard skyway directional signs shall be as shown on Exhibits B and C, or as subsequently agreed upon. The initial cost, together with the cost of installing such directional signs and their integral parts, including supports, electrical connections and mounting hardware, and the cost of operating, maintaining and repairing such directional signs, shall be borne by the party on whose property such signs are located. If the location of the pedestrian concourse is changed, said signs shall be removed accordingly and relocated, with any necessary changes in sign face or integral part, and all costs to be borne by the party on whose property such signs were located prior to relocation.

Approved as to form:

Philip B. Byrne
Assistant City Attorney

CITY OF SAINT PAUL

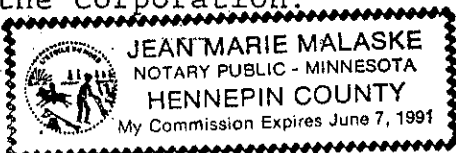
By George Latimer
Its Mayor

By Albert B. Olson
Its City Clerk

By Eugene A. Schiller
Its Director, Department of Finance
and Management Services

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

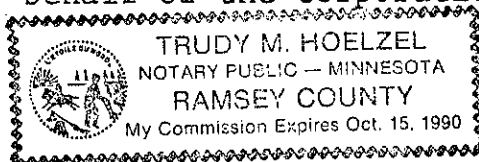
The foregoing instrument was acknowledged before me this 10th day of March, 1986, by George Latimer, Mayor, of the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation, on behalf of the corporation.



Jean M. Malaske

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

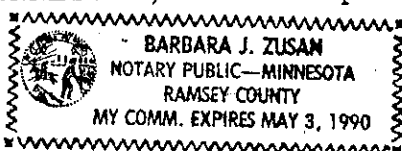
The foregoing instrument was acknowledged before me this 12th day of March, 1986, by Albert B. Olson, City Clerk, of the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation, on behalf of the corporation.



Trudy M. Hoelzel

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this 13th day of March, 1986, by Eugene Schiller, Director, Department of Finance and Management Services, of the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation, on behalf of the corporation.



Barbara J. Zusan

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

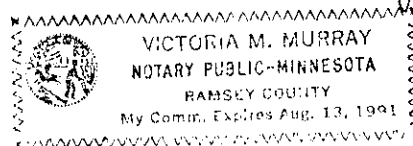
By *Kenneth Johnson*
Its Deputy Director

By *Delores Arduser*
Its Assistant Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 14th day of March, 1986, before me, a
Notary Public within and for said County, appeared
Kenneth Johnson and Delores Arduser, to me personally
known, who, being each by me duly sworn did say that they are each
respectively the Deputy Director and Assistant Secretary
of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL,
MINNESOTA, the corporation named in the foregoing instrument, and
that said instrument was signed on behalf of said corporation by
authority of its Board of Commissioners, and said Kenneth Johnson
and Delores Arduser acknowledged said instrument as being
the free act and deed of said corporation.

Victoria M. Murray



ST. PAUL-RAMSEY ARTS AND SCIENCE COUNCIL

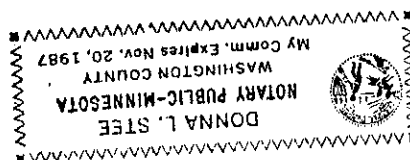
By Michael D. Smith
Its President

By _____
Its _____

STATE OF MINNESOTA)
 Washington) SS.
COUNTY OF ~~RAMSEY~~)

On this 6th day of August, 1981, before me, a
Notary Public, within and for said County, appeared Michael D. Smith
and _____, to me personally known,
who, being each by me duly sworn, did say that they are respectively
the President and _____ of ST. PAUL-
RAMSEY ARTS AND SCIENCE COUNCIL, the corporation named in the fore-
going instrument, and that said instrument was signed on behalf of
said corporation by authority of its Board of Directors,
and said President and _____
acknowledged said instrument to be the free act and deed of said
corporation.

Donna L. Stee



PORT AUTHORITY OF THE CITY OF SAINT PAUL

BY

Its

George W. Winter
President

BY

Its

Arthur N. Goodman
Secretary

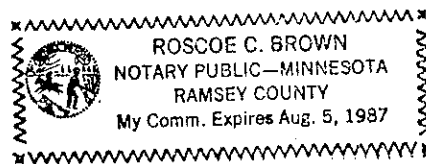
STATE OF MINNESOTA)

) SS.

COUNTY OF RAMSEY)

On this 15th day of July, 1981, before me, a Notary Public, within and for said County, appeared George W. Winter and Arthur N. Goodman, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Secretary of the PORT AUTHORITY OF THE CITY OF SAINT PAUL, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Commissioners, and said George W. Winter and Arthur N. Goodman acknowledged said instrument to be the free act and deed of said corporation.

Roscoe C. Brown



THE SCIENCE MUSEUM OF MINNESOTA

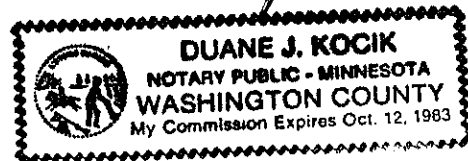
By *Andrew Mordy*
Its

By _____
Its

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 4th day of January, 19 83, before me, a Notary Public within and for said County, appeared W.A. Mordy and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and _____ of THE SCIENCE MUSEUM OF MINNESOTA, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its _____, and said President and _____ acknowledged said instrument to be the free act and deed of said corporation.

Duane J. Kocik



TWENTY BROAD STREET LEASING COMPANY,
INCORPORATED

By *Vincent Cannaliato, Jr.*
Its President

By *Paul G. Clifford*
Its Vice President & Secretary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

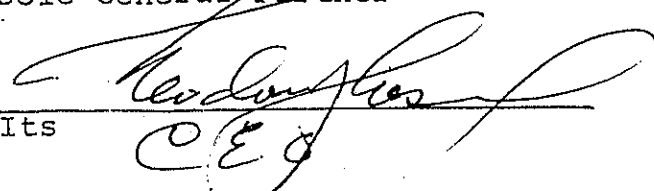
On this 25th day of August, 19 82, before me, a
Notary Public within and for said County, appeared Vincent Cannaliato, Jr.
and Paul G. Clifford, to me personally
known, who, being each by me duly sworn, did say that they are
respectively the President and Vice President/Secretary
of TWENTY BROAD STREET LEASING COMPANY, INCORPORATED, the corporation
named in the foregoing instrument, and that said instrument was
signed in behalf of said corporation by authority of its Board of Directors
and said President and Vice President acknowledged said instrument to be the
free act and deed of said corporation.

Deborah H. Herman

DEBORAH H. HERMAN
Notary Public, State of New York
No. 43-4721092
Qualified in Richmond County
Commission Expires March 30, 19 84

GALLERY TOWERS, A MINNESOTA LIMITED
PARTNERSHIP

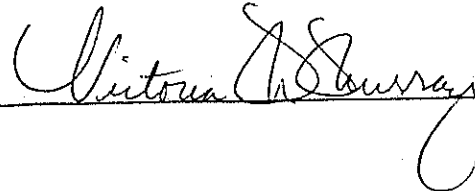
BY TED GLASRUD ASSOCIATES, INC.,
Its Sole General Partner

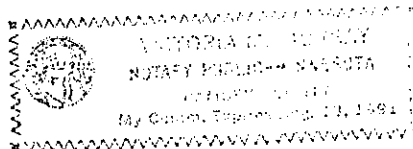
By 
Its

By _____
Its

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 20th day of December, 1985, before me,
a Notary Public within and for said County, appeared Theodore
Glasrud ~~and~~ _____, to me
personally known, who, being each by me duly sworn, did say that
they are respectively the Chief Executive Officer ~~and~~
_____ of TED GLASRUD ASSOCIATES, INC., a
Minnesota corporation, being the sole general partner of GALLERY
TOWERS, a Minnesota limited partnership, and that said instrument
was signed by authority of its board of directors and said
Chief Executive Officer ~~and~~ _____
acknowledged said instrument to be the free act and deed of said
corporation.





FOUNTAIN DEVELOPMENT COMPANY

By

Its President

By

Its

STATE OF MINNESOTA)

) SS.

COUNTY OF RAMSEY)

On this 23rd day of January, 1986, before me, a Notary Public within and for said County, appeared Sherman R. Rutzick and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and _____ of FOUNTAIN DEVELOPMENT COMPANY, the corporation named in the foregoing instrument, and that said instrument was signed by authority of its Board of Directors and said Sherman R. Rutzick and _____ acknowledged said instrument to be the free act and deed of said corporation.

 **J. P. McGOWAN**
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 1, 1987

Tenth Street

GALLERY TOWERS
(Apartment Air Parcel)

"MUSEUM SQUARE"
(Mall Air Parcel)

SCIENCE MUSEUM
OF MINNESOTA
(Museum Air Parcel)

GALLERY
MEDICAL/PROFESSIONAL BLDG
(Medical Air Parcel)

Exchange Street

EXHIBIT "B"

Skyway Level

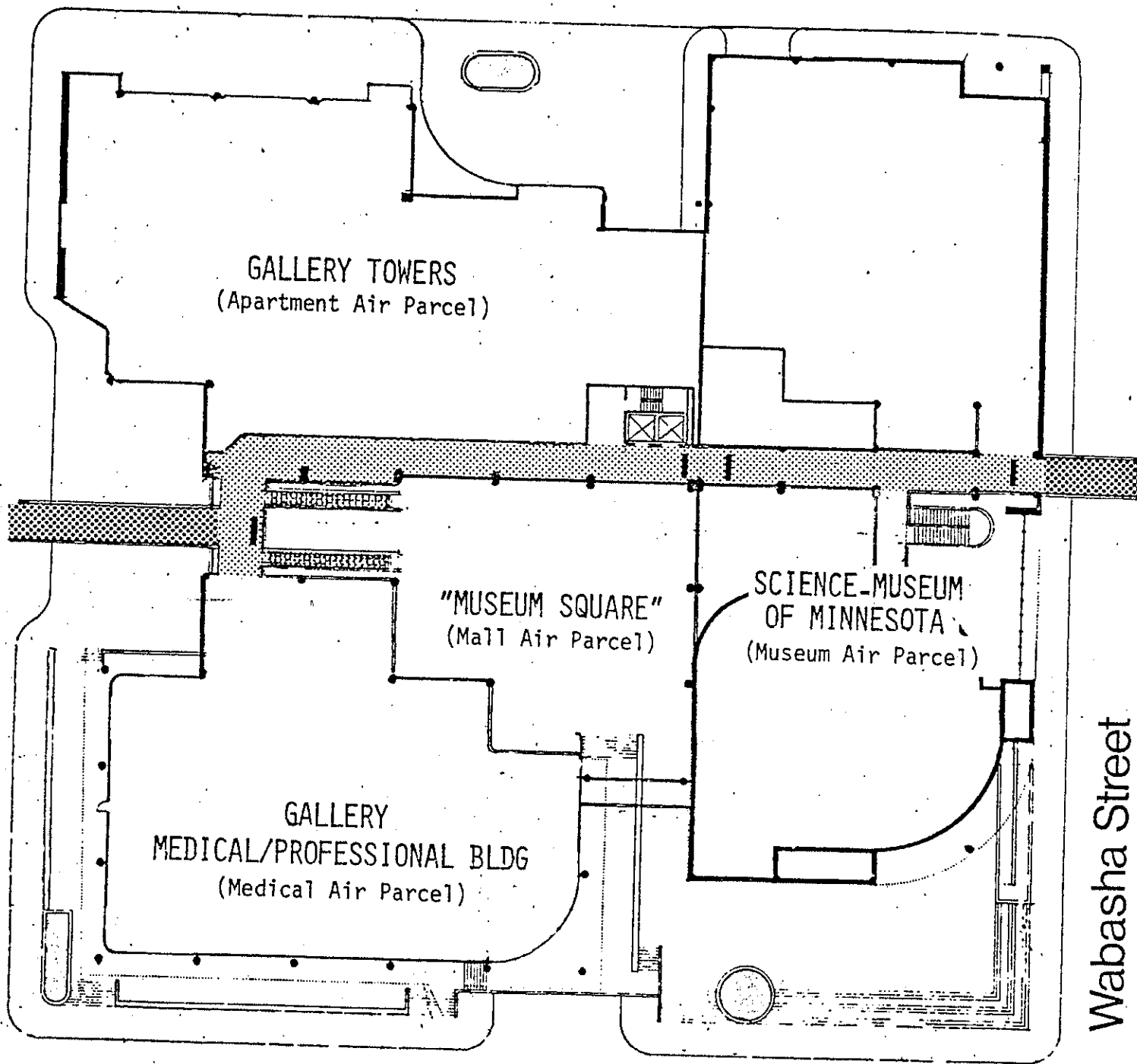
 easement

 bridge

 directional sign

Wabasha Street

St. Peter Street



Tenth Street

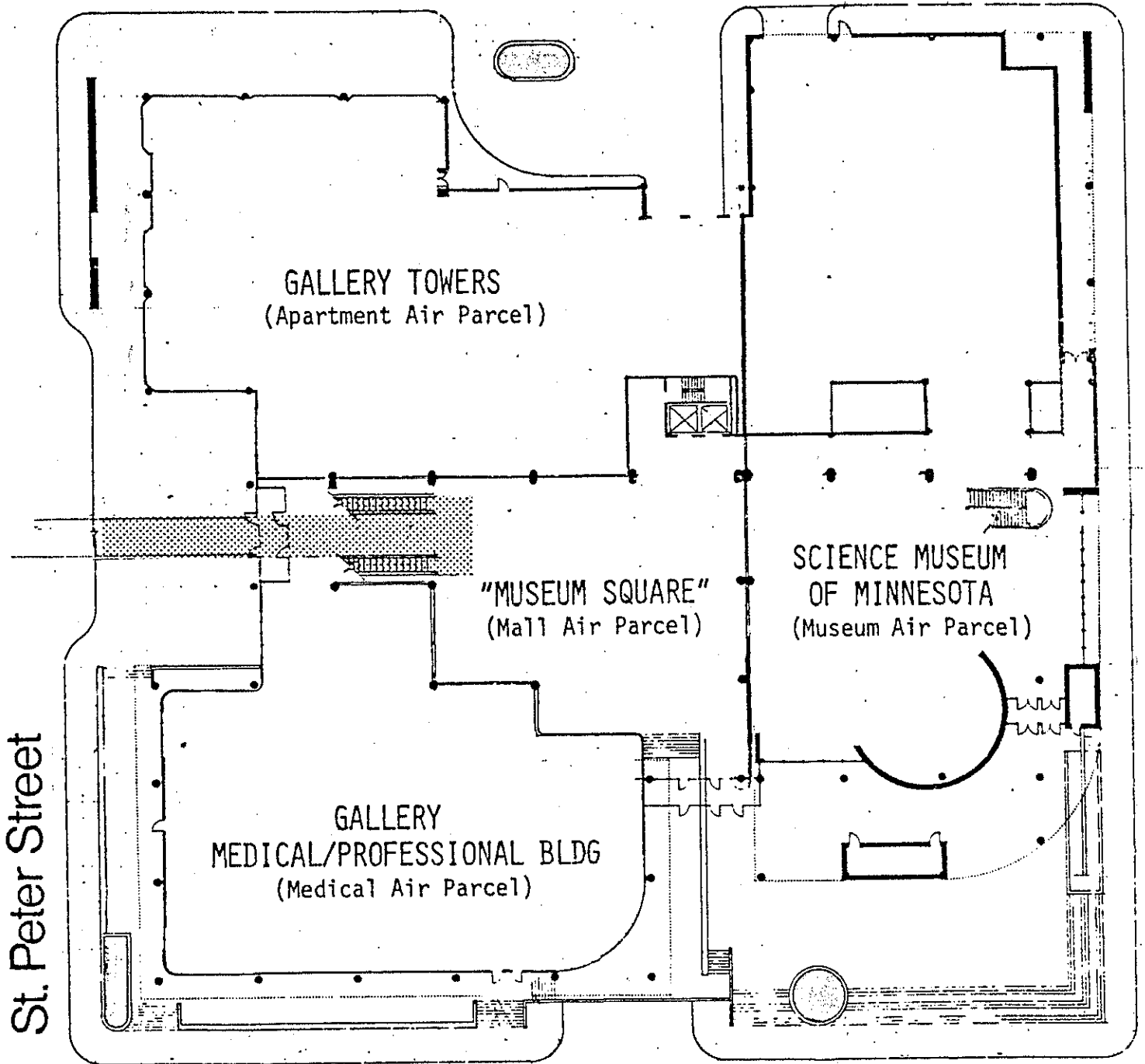


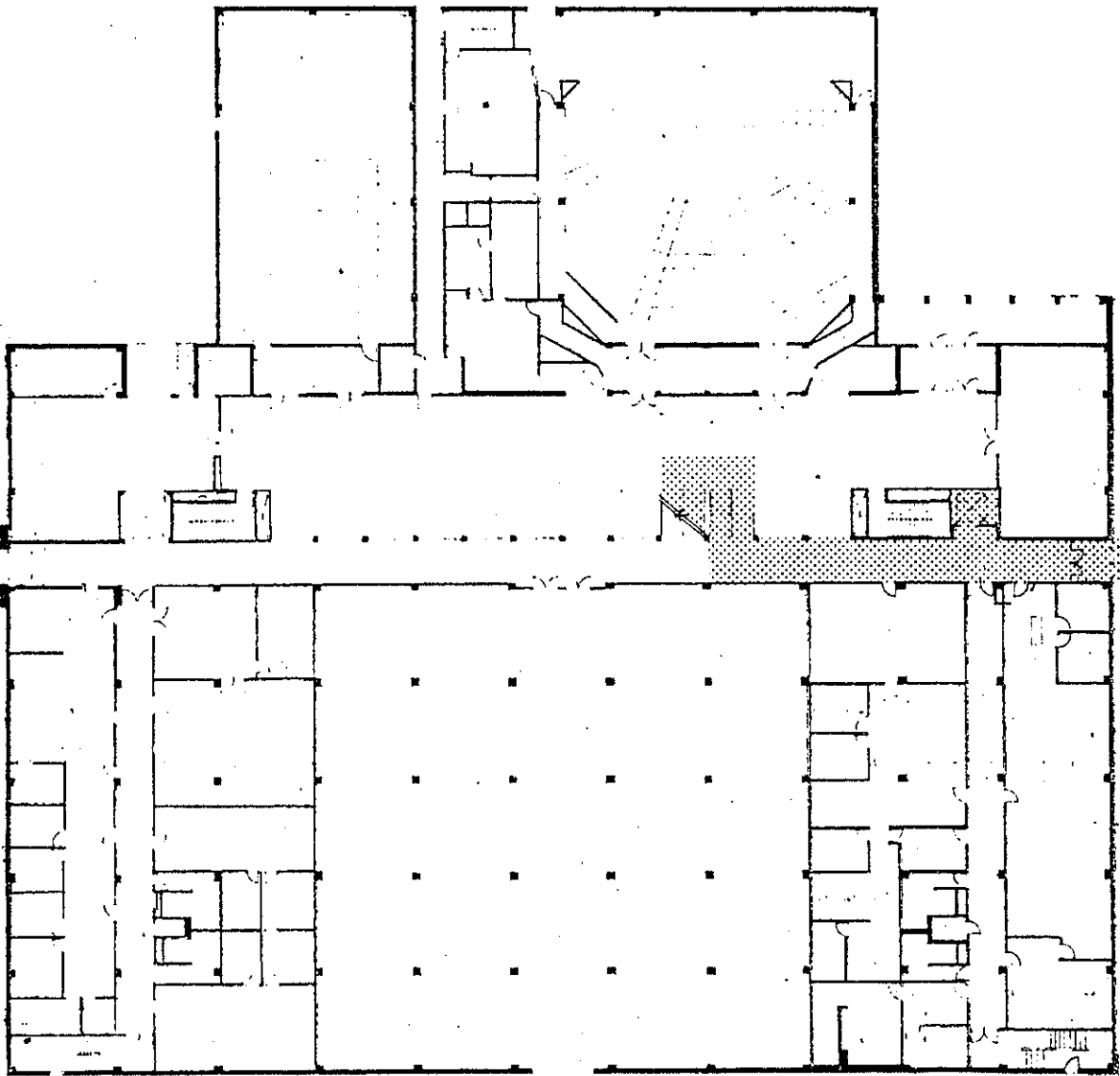
EXHIBIT "B"

Street Level

 easement

Tenth

Wabasha



ARTS & SCIENCE CENTER

Exchange

EXHIBIT "C"
Street Level
easement

FOUNTAIN
GRANT OF EASEMENT

WHEREAS, FOUNTAIN DEVELOPMENT COMPANY, a Minnesota general partnership, and its partners, SHEEHY PROPERTIES, INC., a Minnesota corporation, and SHERMAN INVESTMENT CORPORATION, a Minnesota corporation, hereinafter collectively referred to as "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Gallery Towers, Twenty Broad Street Leasing Company, Inc., The Science Museum of Minnesota, the St. Paul-Ramsey Arts and Science Council, 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 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 St. Peter 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".

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

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

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

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

- B. In the event the building(s) in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to Grantor, its successors or assigns.

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 the right and privilege of selling, conveying and transferring the Property described above or any interest therein to the extent not prohibited by or inconsistent with any other Agreement which may be applicable. In the event of transfer of the Grantor's interest in 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 Agreement which are thereafter to be performed; provided that Grantor's successor 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____.

FOUNTAIN DEVELOPMENT COMPANY

By _____
Its

By _____
Its

SHEEHY PROPERTIES, INC.

By _____
Its

By _____
Its

SHERMAN INVESTMENT CORPORATION

By _____
Its

By _____
Its

GALLERY
GRANT OF EASEMENT

WHEREAS, GALLERY TOWERS, a Minnesota limited partnership; its general partner, TED GLASRUUD ASSOCIATES, INC., its limited partner, SHERMAN INVESTMENT CORPORATION; collectively referred to as "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Fountain Development Company, Twenty Broad Street Leasing Company, Inc., The Science Museum of Minnesota, the St. Paul-Ramsey Arts and Science Council, 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 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 the public parking ramp to the pedestrian concourse, described as follows:

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

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

The public's right herein to ingress and egress and pedestrian transit in and through the easement granted to the City herein shall be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement areas 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 it, police powers unilaterally, by ordinance, concerning hours open for public use, or temporarily closing part(s) or all of the easement to the public, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

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

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

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

reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portions 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 the right and privilege of selling, conveying and transferring the Property described above or any interest therein to the extent not prohibited or inconsistent with any other Agreement which may be applicable. In the event of transfer of the Grantor's interest in 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 Agreement which are thereafter to be performed; provided that Grantor's successor 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____.

GALLERY TOWERS

By _____
Its

By _____
Its

TED GLASRUD ASSOCIATES, INC.

By _____
Its

By _____
Its

SHERMAN INVESTMENT CORPORATION

By _____
Its

By _____
Its

MUSEUM
GRANT OF EASEMENT

WHEREAS, THE SCIENCE MUSEUM OF MINNESOTA, a Minnesota corporation, and TWENTY BROAD STREET LEASING COMPANY, INC., a Delaware corporation, herein collectively referred to as "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, herein-after called "Grantor's Property"; 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, Fountain Development Company, Gallery Towers, the St. Paul-Ramsey Arts and Science Council, 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 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 Wabasha 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".

Public use of the easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part of 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 areas 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, by ordinance, concerning hours open for public use, or temporarily closing part(s) or all of the easement to the public, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

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

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building(s) in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in

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

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 the right and privilege of selling, conveying and transferring the Property described above or any interest therein to the extent not prohibited by or inconsistent with any other Agreement which may be applicable. In the event of transfer of the Grantor's interest in 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 Agreement which are thereafter to be performed; provided that Grantor's successor 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 pertaining 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 SCIENCE MUSEUM OF MINNESOTA

By _____
Its

By _____
Its

TWENTY BROAD STREET LEASING COMPANY, INC.

By _____
Its

By _____
Its

ARTS AND SCIENCE COUNCIL
DEDICATION OF PUBLIC WAY FOR PEDESTRIAN CONCOURSE

WHEREAS, the ST. PAUL-RAMSEY ARTS AND SCIENCE COUNCIL (formerly the Saint Paul Council of Arts and Sciences), a Minnesota non-profit corporation, is the prime tenant, and operates, manages and maintains, and the City of Saint Paul is the owner (hereinafter collectively referred to as the "Dedicator") 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 "Dedicator's Property"; and

WHEREAS, Dedicator has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Gallery Towers, Twenty Broad Street Leasing Company, Inc., The Science Museum of Minnesota, Fountain Development Company, the Port Authority of the City of Saint Paul, and the Dedicator herein, to dedicate for public use a public second floor level pedestrian way, with vertical access and connecting ground level street access, 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, Dedicator for itself and its successors and assigns, does hereby dedicate for public use 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 the Dedicator's Property and the structures thereon, described as follows:

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

and also together with a public way 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 "dedicated area."

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

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

The dedication herein shall be subject to the right of the Dedicator to change the location of the dedicated area conditioned upon the dedication of a new public way which shall permit the continuity of the System, and, on the further condition that the new dedicated area shall be installed at the sole cost and expense of the Dedicator, and, on the further condition that said new dedicated area shall be surveyed and described by a registered land surveyor at the expense of the Dedicator.

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

Dedicator, for itself, its successors and assigns, does hereby agree that for and during the life of said dedicated area, Dedicator, 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 dedication shall run with the land.

Dedicator reserves unto itself the right and privilege of selling, conveying and transferring the Property described above or any interest therein to the extent not prohibited by or inconsistent with any other Agreement which may be applicable. In the event of transfer of the Dedicator's interest in the property, the Dedicator (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 Dedicator (seller) contained in the Agreement which are thereafter to be performed; provided that Dedicator's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Dedicator hereunder.

TO HAVE AND TO HOLD said dedicated area for a public way for the 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, Dedicator has hereunto set its hand this
_____ day of _____, 1981.

ST. PAUL-RAMSEY ARTS AND SCIENCE COUNCIL

By _____
Its

By _____
Its

CITY OF SAINT PAUL

By _____
Its Mayor

By _____
Its City Clerk

By _____
Its Director, Department of Finance
and Management Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
____ day of _____, 1981, by _____
and _____ of the ST. PAUL-RAMSEY ARTS AND
SCIENCE COUNCIL, on behalf of the corporation.

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
day of _____, 1981, by GEORGE A. LATIMER, Mayor
of the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation,
on behalf of the corporation.

[illegible]

The foregoing instrument was acknowledged before me this
day of _____, 1981, by ALBERT B. OLSON, City
Clerk of the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation,
on behalf of the corporation.

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1981, by BERNARD J. CARLSON, Director, Department of Finance and Management Services of the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation, on behalf of the corporation.