

SKYWAY MAINTENANCE AGREEMENT
(TOWN SQUARE-CITY WALK SKYWAY)

AGREEMENT entered into as of May 25, 1982 by and between OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation ("Oxford"), and TED GLASRUD ASSOCIATES, INC., a Minnesota corporation ("Glasrud").

WHEREAS, Oxford and Glasrud have entered into a skyway development agreement dated May 25, 1982 (the "Skyway Agreement") with the City of Saint Paul and other parties pursuant to which a skyway bridge (the "Skyway") will be constructed across Eighth Street between Minnesota and Cedar Streets in Saint Paul, Minnesota, to link Town Square with the proposed City Walk parking ramp and residential condominium development;

WHEREAS, the Skyway Agreement requires that Oxford and Glasrud enter into a separate agreement regarding the maintenance, operation, repair and other responsibilities for the Skyway; and

WHEREAS, Glasrud intends to assign its responsibility under this Agreement to an owners association organized pursuant to Minnesota Statutes, Section 515A.3-101 upon completion of City Walk and the termination of Glasrud's period of declarant control as defined in Minnesota Statutes, Section 515A.3-103(a).

NOW, THEREFORE, the parties hereby agree as follows:

1. MAINTENANCE OF SKYWAY. Glasrud shall maintain, repair, and operate the electrical, drainage, HVAC facilities, and all other integral parts in or serving the Skyway, and shall keep and maintain the Skyway in good repair and in safe condition for pedestrian travel, and reasonably clean and free of litter and debris. Such maintenance shall include, without limitation, glass, floor, hardware and metal trim cleaning, polishing, repair, and replacement; roof maintenance; repainting; and light bulb replacement and light fixture, and directional sign cleaning. In all respects, Glasrud's maintenance, repair and operation of the Skyway shall conform to the requirements of the Skyway Agreement. For purposes of this Agreement, the Skyway shall include the flashings attached to Town Square and City Walk, respectively, and shall include the entry doors located within Town Square and the two sets of entry doors located within City Walk.

2. COST SHARING. Oxford and Glasrud shall each pay one-half or all costs incurred to maintain, operate, and repair the Skyway, including all costs arising under Paragraph 1 of this Agreement, the maintenance and repair costs arising under Paragraphs 17, 18, 20 of the Skyway Agreement, and the bond costs arising under Paragraph 23 of the Skyway Agreement. Prior to the opening of the Skyway and prior to the beginning of each calendar year thereafter, Glasrud shall present to Oxford for approval a budget for the maintenance, repair and operation

of the Skyway for the succeeding year (or portion thereof) of the Skyway's operations. Oxford shall not unreasonably withhold or delay approval of the budget so presented. Upon approval of such budget, Glasrud shall present monthly invoices to Oxford for its share of such maintenance, repair, and operating costs and Oxford shall promptly remit to Glasrud payment for such invoices. No invoiced amount shall exceed any budgeted amount without Oxford's approval. If Oxford should disagree on the accuracy or necessity of any cost budgeted or invoiced, the matter shall promptly be referred to a mutually acceptable certified public accountant who shall act as an expert and not as an arbitrator. Any decision of such expert shall be binding on the parties. The cost of such expert shall be borne by the ^{prevailing} challenging party.

3. NOTICES. All notices, demands, or other communications which may be or are required to be given by one party to the other shall be sent by hand delivery or by certified mail, postage prepaid, and addressed as follows:

- a. Oxford Development Minnesota, Inc.
620 Conwed Tower
444 Cedar Street
Saint Paul, Minnesota 55101
Attention: Property Manager

and

Oxford Properties, Inc.
555 Peavey Building
730 Second Avenue south
Minneapolis, Minnesota 55402
Attention: Secretary

b. Ted Glasrud Associations, Inc.
151 East County Road B-2
Little Canada, Minnesota 55117
Attention: Mr. Glasrud

4. DEFAULT AND REMEDIES. Should either party fail to perform any duty or obligation under this Agreement, the other party may do so and the nonperforming party shall upon demand promptly reimburse the performing party for the costs thereof. Nothing herein shall prevent a performing party from pursuing any lawful remedy against a nonperforming party.

5. GENERAL PROVISIONS. All respective rights and obligations of 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 the Skyway Agreement is terminated. This Agreement may be amended from time to time upon the mutual agreement of the parties. The obligations of Glasrud under this Agreement shall commence at such time as the responsibilities of Oxford and Glasrud under the Skyway Agreement become operative and may be assigned to an owners' association organized pursuant to Minnesota Statutes, Section 515A.3-103(a) upon termination of Glasrud's period of declarant control as defined in Minnesota Statutes, Section 515A.3-103(a). Oxford shall also have the right to assign its obligations under this Agreement to any third party that acquires an ownership interest in Town Square. Upon any such assignment, and the acceptance thereof by the assignee, the assignor's future (but not past) obligations under this Agreement shall cease.

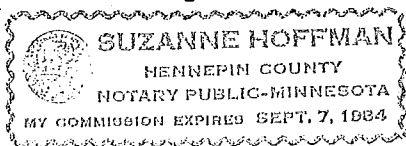
Dated: 12-7-1982

By Wm B. Dwyer
Its Att. Counsel

And AD Smith
Its Property

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 1982, by Wm. P. Dressen and R. O. Straughn, the Vice President and Secretary of Oxford Development Minnesota, Inc., a Minnesota corporation, on behalf of the corporation.



Suzanne Hoffman
Notary Public

TED GLASRUD ASSOCIATES, INC.

TED GLASRUDD ASSOCIATES, INC.

By *Leo Glasrud*
Its *Chairman*

~~And~~ _____
~~Its~~

STATE OF MINNESOTA)

) SS.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 4th day of June, 1982, by Theodore Glasrud the Chairman of Ted Glasrud Associates, Inc., a Minnesota Corporation, on behalf of the Corporation.



DEBORAH A. JESPERSEN
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY

My Commission Expires June 13, 1985

Notary Public

AMENDMENT TO
SKYWAY MAINTENANCE AGREEMENT
AND
SUPPLEMENTAL SECURITY AGREEMENT
(TOWN SQUARE-CITY WALK SKYWAY)

THIS AGREEMENT is entered into as of the _____ day of _____, 1994 by and among THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Travelers"), CITY WALK CONDOMINIUM ASSOCIATION, a Minnesota non-profit corporation ("Association") and the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body corporate and politic ("Authority").

R E C I T A L S:

A. Oxford Development Minnesota, Inc. ("Oxford") was the former owner of the Town Square retail center located on Block 20, Robert's and Randall's Addition to the City of St. Paul ("Town Square"), and assigned its interest to Travelers.

B. Ted Glasrud Associates, Inc. ("Glasrud") was the former owner and Declarant for the City Walk Condominium, Ramsey County Condominium No. 203 ("City Walk"), located in air space above Block 13, Robert's and Randall's Addition to the City of St. Paul. Glasrud has assigned its interest in City Walk to the Association.

C. Oxford and Glasrud entered into a Skyway Agreement with the City of St. Paul, the Authority, and other parties, on June 6, 1982, for the construction of a skyway bridge across East Eighth Street between Cedar Street and Minnesota Street (the "Skyway"), linking Town Square with City Walk.

D. Oxford and Glasrud also entered into a Skyway Maintenance Agreement dated May 25, 1982 (the "Skyway Maintenance Agreement")

for the purpose of allocating the skyway maintenance responsibilities.

E. Oxford, Glasrud and Allied Central Stores, Inc. later entered into a Supplemental Security Agreement dated June 7, 1982 (the "Skyway Security Agreement") to provide security service in the skyway. Allied Central Stores, Inc. was leasing certain space in Town Square from Oxford. That lease has since been terminated and Allied Central Stores, Inc. has no interest in Town Square.

F. The Authority is the owner of a public parking facility located in the air space below City Walk, in Block 13, Robert's and Randall's Addition to the City of St. Paul (the "Ramp").

G. Travelers, the Association and the Authority desire to amend the Skyway Maintenance Agreement and the Skyway Security Agreement to redefine and reallocate the responsibilities of each party with respect to the operation of the Skyway.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the undersigned hereby agree to amend the Skyway Maintenance Agreement and the Skyway Security Agreement as follows:

1. MAINTENANCE OF SKYWAY. The Association shall maintain, repair, and operate the electrical, drainage, HVAC facilities, and all other integral parts in or serving the Skyway, and shall maintain the Skyway in good repair and in safe condition for pedestrian travel, and reasonably clean and free of litter and debris, all in accordance with the terms and conditions of the Skyway Agreement and the Skyway Maintenance Agreement.

Notwithstanding the foregoing, Section 2 of the Skyway Maintenance Agreement is hereby amended to provide that the costs of maintaining, operating and repairing the Skyway, including all costs arising under Section 1 of the Skyway Maintenance Agreement and Sections 17, 18 and 20 of the Skyway Agreement shall no longer be shared between the parties. Rather, the Association shall pay for all such costs.

2. UTILITY SERVICES. Notwithstanding any provision in the Skyway Maintenance Agreement, the Skyway Security Agreement or this Agreement to the contrary, the Authority shall pay all costs associated with providing electrical service to the Skyway, including, without limitation, the cost of all electrical service, the cost of maintaining, repairing, and replacing any electrical facilities necessary for the transmission of electrical service to the Skyway.

3. SECURITY. Notwithstanding any provision in the Skyway Security Agreement to the contrary, Travelers shall be solely responsible for providing security in the Skyway during the hours that the Skyway is open to the public. Further, Travelers shall pay all costs associated with providing the security for the Skyway.

4. CONTINUING EFFECT. All of the stipulations, provisions, conditions and covenants contained in the Skyway Maintenance Agreement and the Skyway Security Agreement shall remain in full force and effect, except as herein modified.

5. BINDING EFFECT. This Agreement shall inure to and be binding upon the heirs, representatives, successors, and assigns of the parties hereto.

6. GOVERNING LAW. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Minnesota.

7. CAPTIONS. The captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

8. COUNTERPART EXECUTION. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Agreement will not be binding on or constitute evidence of an agreement between the parties until such time as a counterpart of this Agreement has been executed by each party and a copy thereof delivered to each other party to this Agreement.

By _____
Its _____

This instrument was executed before me on the _____ day of _____, 1994 by _____, the _____ of the City Walk Condominium Association, a Minnesota non-profit corporation, on behalf of the corporation.

- 6 -

PORT AUTHORITY OF THE CITY OF
SAINT PAUL

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

 This instrument was executed before me on the _____ day of
_____, 1994 by _____,
the _____ of the Port Authority of
the City of Saint Paul, a body corporate and politic, on behalf of
the body.

Notary Public

This Instrument was Drafted By;

Doherty, Rumble & Butler, P.A.
2800 Minnesota World Trade Center
30 East 7th Street
St. Paul, MN 55101

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