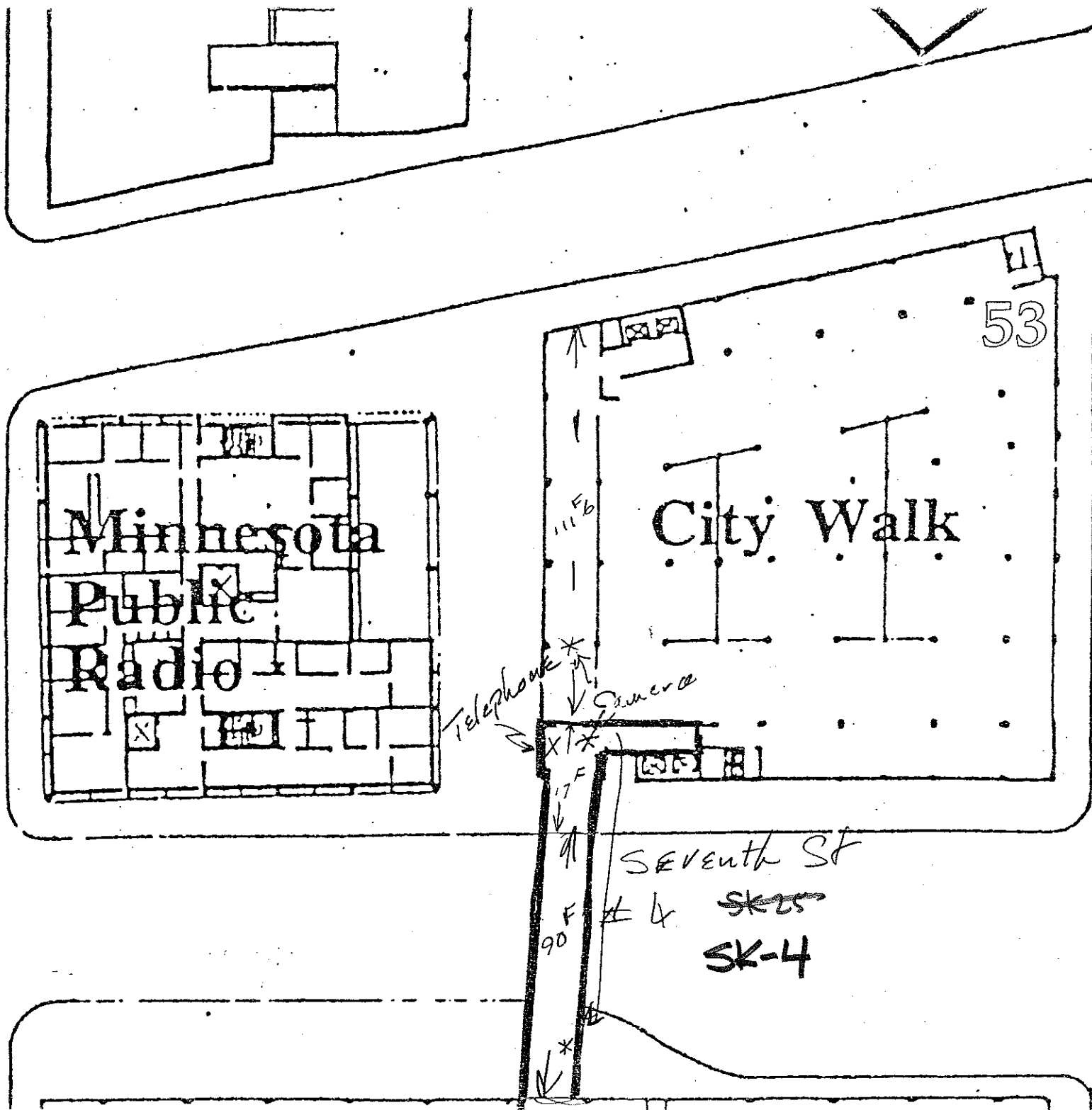




Minnesota Street

SKYWAY AGREEMENT

NOTE: THIS COPY HAS ORIGINAL
SIGNATURE PAGES, EXC. PER
PORT AUTHORITY, WHICH ARE
COPIES

THIS AGREEMENT is made and entered into this 6th day of
June, 1982, by and between

the HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA, a
Minnesota public body corporate and
politic, hereafter referred to as the
"HRA";

the CITY OF SAINT PAUL, a municipal
corporation, hereafter referred to as
the "City";

TED GLASRUDE ASSOCIATES, INC., a Minnesota
corporation, hereafter referred to as
"Glasrud";

TGA, INC., a Minnesota corporation, here-
after referred to as "TGA";

the PORT AUTHORITY OF THE CITY OF SAINT
PAUL, a public corporation organized
and existing under Chapter 458, Minnesota
Statutes, hereafter referred to as the
"Authority"; and

OXFORD DEVELOPMENT MINNESOTA, INC., a
Minnesota corporation, hereafter referred
to as "Oxford".

WITNESSETH:

WHEREAS, the City and the HRA, through the Downtown Urban
Renewal Project, Minn. R-20, and the Central Core Urban Renewal
Project, Minn. A-1-5, undertook to develop a pedestrian skyway
system within the Downtown Central Business District and the Central
Core Renewal Area, 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, HRA, City, Authority, Glasrud and TGA have severally
entered into various agreements and commitments, including that
Contract For Sale Of Land between City, HRA and Glasrud dated

December 30, 1980, for the construction of a public parking facility (hereafter, "Ramp Project") and some 236 condominium units with additional parking spaces (hereafter, "Housing Project") to be constructed in the air space over the Ramp Project, located on the easterly half of that block bounded by Eighth, Ninth, Minnesota and Cedar Streets (all of said Improvements collectively referred to hereafter as "City Walk"); and

WHEREAS, Authority is the owner of the real property on which such City Walk Improvements are to be constructed; and

WHEREAS, Oxford has constructed and owns the Improvements (hereafter, "Town Square") located on Block 27, that block bounded by Eighth, Minnesota and Cedar Streets and vacated East Seventh Place, which Improvements are subject to certain requirements concerning extension of the pedestrian concourse system through Town Square to a bridge crossing Eighth Street in that Contract For Sale Of Land dated August 26, 1977; and

WHEREAS, because Oxford has leased to Allied Central Stores, Inc. (hereafter, "Allied") that part of Town Square to which said skyway bridge will be linked and through which the connecting concourse between said skyway bridge and Town Square will pass, it will be necessary for Oxford to obtain Allied's consent to this Agreement; and

WHEREAS, the parties desire to construct a skyway bridge over Eighth Street and accompanying systems and access facilities to connect Town Square with City Walk; and

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

WHEREAS, a benefit will inure to the respective property owners by virtue of construction of this segment of the System, and the possible future linkage to other portions of the System; and

WHEREAS, the City by Ordinance No. 16656, Council File No. 274728, granted the HRA permission to construct and operate a skyway bridge across Eighth Street between Minnesota Street and Cedar Street, which Ordinance is attached hereto as Exhibit A.

BRIDGE CONSTRUCTION

1. The HRA agrees to design and construct a skyway bridge connecting Town Square with City Walk in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, for Bridge No. 95369 (Mn Dot), dated December 15, 1981, and reviewed by Oxford and Glasrud. HRA will construct all mechanical, electrical and drainage systems, installations and connections as shown in the approved plans and specifications to be part of the HRA construction contract.
2. Oxford and TGA shall be responsible for and provide at their own cost all necessary support structures within Town Square and City Walk respectively for accommodation of the bridge. TGA shall also provide necessary support structures within City Walk for future bridges to the north and to the east according to HRA and City specifications.
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 City Walk, which City Walk 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 City Walk building line, and the connections of these lines to the City Walk systems shall then be connected by TGA.

4. 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 following 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 will use its best efforts to insure that the design and construction of the skyway bridge and pedestrian concourse shall be in accordance with all applicable ordinances and state and local codes.

BRIDGE COSTS

5. Glasrud shall pay \$100,000 or one-fourth, whichever is less, of the total cost of said skyway bridge which shall include all construction costs, architectural, design and engineering fees, and other associated costs. Such one-fourth share of the bridge costs shall not include nor be reduced by any costs for any concourse corridors, vertical access facilities, or building structural supports.

6. HRA shall pay the remainder of the total cost of the skyway bridge, which shall include all construction costs, architectural, design and engineering fees, and other associated costs. Such total cost shall not include any costs for constructing, remodeling or reconstructing Town Square or City Walk for concourse corridors or any vertical access facilities at bridge ends, nor any costs for the provision of structural support within Town Square and City Walk, all of which non-included costs shall be borne by Oxford and Glasrud respectively, subject to such other agreements as they may enter into from time to time with other parties.

7. Glasrud shall reimburse HRA for its share of said bridge costs within 20 days after presentation to it of invoices by HRA.

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

8. Oxford agrees at its expense to be responsible for a pedestrian concourse area at the second level of Town Square in accordance with this Agreement, the Contract dated August 26, 1977, and all applicable conditions of the General Policy Statement - Pedestrian Concourse System, as revised August, 1972. The location and physical dimensions of such pedestrian concourse area shall be as described and shown on Exhibit B attached hereto.

x ^{Exh B/14 Authority} 9. ~~Glasrud~~ shall at its expense provide and be responsible for vertical access facilities and pedestrian concourse areas at the first and second (or skyway bridge) levels of City Walk in accordance with this Agreement, the Contract dated December 30,

1980, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980.

10. Glasrud and TGA agree to construct and enclose a pedestrian concourse connection from the public lobby of the parking ramp to the condominium lobby at the second level. HRA shall reimburse Glasrud for such costs of construction. Glasrud

shall provide heat, lighting and air conditioning, and pay all ~~other installation~~ operating, maintenance and repair costs for such concourse connection. The location and physical dimensions of vertical access facilities and pedestrian concourse areas shall be as described and shown on Exhibit B attached hereto.

EASEMENTS AND HOURS

11. Oxford and Authority hereby agree to grant to the City a public easement for the pedestrian skyway system in Town Square and City Walk respectively from the floor to the finished ceiling as constructed from time to time, all in accordance with Exhibit B attached hereto. Said easements to be granted by Oxford and Authority 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 Town Square and City Walk respectively 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 Town Square and City Walk shall be open for public ingress, egress and transit for the hours during which Donaldsons Store, located in Town Square, is open for business. These pedestrian concourse hours are subject to further agreement and amendment by the parties hereto. Any change in hours as to that portion of the concourse within the Donaldsons Store is subject to the consent of Allied Central Stores, Inc.

12. The public easement provided for herein shall be continuously at least 8 feet in width, except at nodes, if any, where it may be larger; or where stairways, presently existing Donaldson's store trade fixtures, or the structural design of the building are such that a width of 8 feet is impossible. Such easement shall include portions on both first and second levels of City Walk including the stairs, elevators and such other vertical access areas as shown, and the second level in Town Square.

13. Said easement shall be in recordable form and more particularly described, at HRA expense, after survey of the completed pedestrian concourse public easement area by a registered land surveyor. Oxford shall convey and deliver its Grant of Easement to City upon completion and delivery to it of the survey. Authority shall convey and deliver its Grant of Easement to City for those portions of the pedestrian concourse in City Walk immediately adjacent to the northerly end of the skyway bridge over Eighth Street and leading to the elevators and stairs to the street level, including said vertical access, after completion and delivery to it of the survey therefor. Upon construction of a new skyway bridge extending in a northerly direction from the northerly side of City Walk, Authority shall convey and deliver its Grant of Easement to City for those portions of the pedestrian concourse extending through City Walk to the north as shown on Exhibit B after completion and delivery to it of the survey therefor. Upon request by the City, and after completion and delivery to Authority of the survey therefor, Authority shall convey and deliver its Grant of Easement to City for those portions of the pedestrian concourse extending in an easterly direction from the northerly end of the skyway bridge over Eighth Street as shown on Exhibit B.

14. Oxford and Authority agree that the pedestrian concourse

within the easement herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the City applicable to the System shall govern.

15. The HRA and City hereby waive any right they may have to share in an award of damages in the event a public body acquires all or any part of the aforesaid Town Square or City Walk property by condemnation or under the threat of condemnation. Said waiver applies to the easement through the property but not to the skyway bridge.

16. 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.

OPERATION, MAINTENANCE AND REPAIR

17. Oxford and Glasrud agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in good repair and in safe condition for pedestrian travel, reasonably clean and free of litter and debris. Oxford and Glasrud may contract with third parties for the execution of the foregoing obligations but shall remain primarily responsible to carry them out.

18. Oxford and Glasrud further agree to provide the necessary repair, operation and maintenance of the skyway bridge and its integral parts at their sole expense, without cost to the City or HRA. Such maintenance shall include, but not be limited to, glass,

floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture and directional sign cleaning. HRA and City shall be furnished both preliminary and final plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge or support structures, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 14 days shall be deemed approval.

19. Oxford and Glasrud shall enter into a separate written agreement for sharing the maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment. It is agreed that Glasrud will provide, at no cost to Oxford, HRA or City, all initial necessary systems and equipment to supply and connect all HVAC, electrical and operating utilities for said skyway bridge. Oxford and Glasrud may contract with third parties for the execution of the foregoing obligations but shall remain primarily responsible to carry them out.

20. Oxford hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse within Town Square property to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. Glasrud hereby agrees to provide all repairs and maintenance and to maintain all portions of the pedestrian concourse within the City Walk as shown on Exhibit B to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse, except that portion which may extend in an easterly direction to a future bridge over Minnesota Street.

HRA and City shall be furnished with both preliminary and final plans and specifications for all substantial 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, which approval or disapproval shall not be unreasonably withheld and shall depend on whether the completed work on the concourse would be unreasonably likely to interfere with or diminish the use of said concourse by the public. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 14 days shall be deemed approval. Oxford and Glasrud may contract with third parties for the execution of the foregoing obligations but shall remain primarily responsible to carry them out.

21. If Oxford and/or Glasrud fails to adequately maintain, repair and operate the said skyway bridge to a reasonable standard of safety, or shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through their respective properties within 30 days after receipt by the affected party or parties of written demand from the City, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the costs incurred by 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.

22. No advertising, sales, commercial activities, or signage of any kind shall be carried on or located on or in the skyway bridge and pedestrian concourses which are the subject of this Agreement. No store or store front signage shall project out into the easement area except as subject to the reasonable approval of HRA and/or City before installation; provided that the City has heretofore approved the presently existing Donaldson's store signage and recognizes such approvals as binding. Nothing herein contained shall prevent the installation and maintenance of skyway directional sign(s). All signage shall be subject to review and approval by the City prior to sign construction and installation.

SURETY BONDS AND INSURANCE

23. Oxford and Glasrud 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, 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 the Department 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. The City shall not cancel or approve cancellation of such insurance

until coverage is required to be provided by Oxford and Glasrud pursuant to paragraph 26 below.

24. Insurance required by paragraph 26 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Oxford and Glasrud and shall be shared in accordance with the separate agreement for the sharing of operation, maintenance and repair costs that Oxford and Glasrud shall enter into as provided herein.

25. 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 by Oxford for the portions located within its building, and by Glasrud for the portions located within City Walk.

26. Oxford and Glasrud shall cause there to be furnished and maintained public liability and casualty insurance coverage for the skyway bridge; and Oxford and Glasrud shall cause there to be furnished and maintained liability insurance for the portion of the pedestrian concourse within Town Square and City Walk respectively with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds, said insurance containing the following minimum coverages: for property damage to the extent of \$200,000.00 in any single accident; for personal injuries, including death, \$500,000.00 for each occurrence. Such minimum amounts shall be subject, upon 60 days notice to reasonable change by official action of the Council of the City

of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

27. The location of directional or other similar signs that may be installed in the pedestrian concourse herein shall be shown on Exhibit B. HRA shall purchase or provide the initial directional skyway signs. The cost of installing, including electrical connections, mounting hardware (pendants, or ceiling channel, and support above ceiling), operating, maintaining and repairing the directional signs herein, shall be borne by Glasrud for City Walk and Oxford for Town Square; provided, however, that HRA shall install and bear the expense of the first installation in Town Square. If the location of the pedestrian concourse public easement is changed, the said signs shall be removed accordingly, and the cost of moving and re-installing signs to a new easement area shall be borne by the respective parties on whose property such signs are located. If a change in the sign face is required for any reason, this shall be done at the property owner's expense and consistent with the graphic design standards established for system signs.

BINDING OBLIGATIONS

28. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16656, 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 Authority, HRA and City, are considered to be permittee's successors under the terms of said Ordinance, except with respect to those obligations of the permittee which relate to initial construction of said bridge.

29. 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 applicable, and shall obtain all necessary licenses and permits.

30. 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 and abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

31. It is understood that this Agreement does not govern the relationships and agreements by and among Oxford and Glasrud, themselves to each other, other than the requirements of paragraph 19. above. It is further understood that the Authority consents to the construction, operation, maintenance and repair of the pedestrian concourse area within the public parking ramp by Glasrud or Glasrud's successors and assigns, but does not obligate itself under this Skyway Agreement except as provided in paragraphs 11, 12, 13 and 14;

provided, however, that the Authority's successors and assigns (not including City, HRA or TGA, Inc.) shall be responsible for and assume the agreements and obligations of the Authority in paragraphs 11, 12, 13 and 14, and shall be responsible for and assume the agreements and obligations of Glasrud in paragraphs 17 through 33 and 36 in the event Glasrud or Glasrud's successors and assigns fail to perform said agreements and obligations or such successors and assigns are held by a court of competent jurisdiction not to be liable or responsible for said agreements and obligations. The Authority undertakes and agrees that it will obligate its successors and assigns by appropriate contractual provisions in any transfer of its interest in City Walk or the public parking ramp therein to perform the agreements and obligations mentioned above as therein required.

32. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein, and shall not be considered merged therein. Glasrud expressly agrees that the skyway bridge and pedestrian concourse areas provided for in this Agreement benefit those Improvements which are part of City Walk which are to be constructed in air rights owned by Glasrud, and that the obligations herein regarding such bridge and concourse areas touch and concern such air rights Improvements. Glasrud further expressly agrees, for itself and its successors to and assigns of any interest in City Walk, or the air rights or Improvements thereon, that its agreement and obligations under paragraphs 9, 10, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 36 of this Skyway Agreement

are covenants running with the land which burden the air rights and Improvements thereon, and which are not extinguished by conveyance and delivery of the Grant of Easement provided for herein, and which are fully binding upon all of said successors and assigns. Such agreements and obligations above mentioned are fully effective and binding upon Glasrud for both the skyway bridge and the pedestrian concourse area before and after conveyance and delivery of the Grant of Easement by the Authority for the pedestrian concourse area within the public ramp.

33. 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) shall 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, Oxford and Glasrud.

34. Seven (7) days after the issuance of the written Notice of Final Bridge Inspection by the City, and its furnishing to Oxford and Glasrud, the obligations and duties contained in paragraphs 17, 18, 21, 22, 23 and 26, herein above, as to said skyway bridge, shall become operative.

35. Seven (7) days after substantial completion of the pedestrian concourse, but no earlier than the date determined under paragraph 34 above, the obligations and duties contained in paragraphs 11, 20, 21, 22 and 26, herein above, as to said pedestrian concourse shall become operative.

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

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

and

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

and

City of Saint Paul

Department of Finance and
Management Services
Room 234, City Hall
St. Paul, Minnesota 55102

b) To: Oxford Development
Minnesota, Inc.
620 Conwed Tower
444 Cedar Street
St. Paul, Mn. 55105
Attn: Property Manager

and

Oxford Properties, Inc.
555 Peavey Building
730 Second Avenue South
Minneapolis, Mn. 55402
Attn: Secretary

c) To: Ted Glasrud Associates, Inc.
151 E. County Road B-2
Little Canada, Mn. 55117

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

SAVINGS CLAUSE

37. 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, as to Glasrud; or the General Policy Statement - Pedestrian Concourse System, August-1972, as to Oxford; which are incorporated herein, except insofar as this Agreement is in direct conflict and inconsistent with said General Policy Statements, in which case this Agreement shall supercede and be controlling.

SPECIAL CONDITION

38. Upon the written request of Glasrud, the new pedestrian concourse in Town Square provided for herein shall be open for public ingress, egress and transit at 7:30 A.M. Monday through Friday and shall remain open until the Donaldsons Store opens for business, and thereafter in accordance with paragraph 11 of this Agreement. Such additional hours are expressly conditioned on Oxford and Glasrud each paying one-half of the labor and capital costs incurred in providing security measures for the Donaldsons Store. If costs are not shared as required herein, said pedestrian concourse may remain closed until the Donaldsons Store opens for business. This paragraph and its obligations shall terminate on December 31, 1986.

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

By Victor J. Johnson
Its Chairman

By William J. Johnson
Its Secretary

APPROVED AS TO FORM

Philip B. Byrne 1-14-82

CITY OF SAINT PAUL

By George Latane
Its Mayor

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

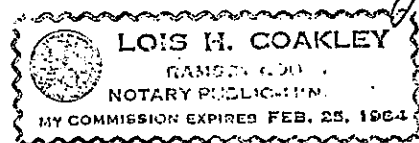
By Steve Hamer
Its Director, Department of Finance
and Management Services

By Albert B. Olson
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

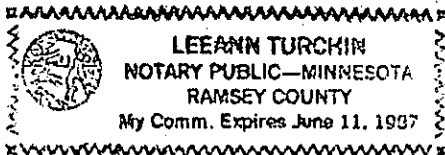
On this 19th day of January, 1982, before me,
a Notary Public within and for said County, appeared Victor J.
Tedesco and William Wilson
to me personally known, who, being each by me duly sworn, did say
that they are respectively the Chairman
and Secretary of the HOUSING AND REDEVELOP-
MENT AUTHORITY 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
Victor J. Tedesco and William Wilson
acknowledged said instrument was the free act and deed of said
corporation.

Lois H. Coakley



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 31st day of August, 1982, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

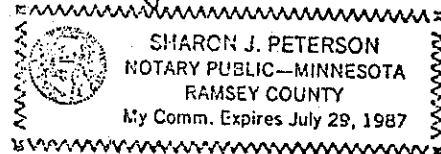


[Signature of Leeann Turchin]

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 23rd day of August, 1982, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

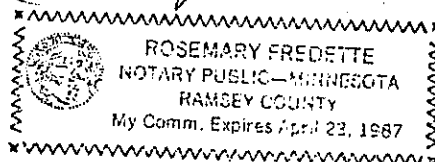
[Signature of Sharon J. Peterson]



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

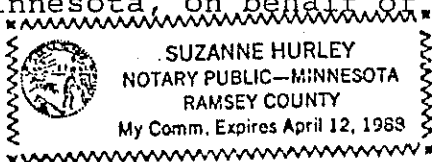
The foregoing instrument was acknowledged before me this 13th day of September, 1982, by PETER G. HAMES, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

[Signature of Rosemary Fredette]



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 13th day of September, 1982, by ALBERT B. OLSON, City Clerk of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



[Signature of Suzanne Hurley]

Notary Public

PORT AUTHORITY OF THE CITY OF SAINT PAUL

By

Its

President

By

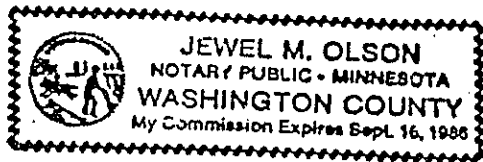
Its

Secretary

(Port Authority Signature Page, Skyway Agreement, Citywalk/Town Square,
1-14-82)

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 16th day of February 1982, 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, a public corporation, that said instrument
was signed by authority of its Board of Commissioners and said
George W. Winter and Arthur N. Goodman
acknowledged said instrument was the free act and deed of said
corporation.



Jewel M. Olson

TED GLASRU~~D~~ ASSOCIATES, INC.

By

~~Its~~

By

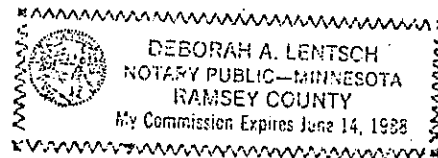
~~Its~~

Ted Glasrud
Chairman

STATE OF MINNESOTA) SS.
)
COUNTY OF RAMSEY)

On this 16th day of March, 1981, before me, a Notary Public within and for said County, appeared Theodore Glasrud, to me personally known, who, being by me duly sworn, did say that he is Chairman of the TED GLASRUD ASSOCIATES, INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said Theodore Glasrud acknowledged said instrument was the free act and deed of said corporation.

Robert J. Lenz



TGA, INC.

By

Its

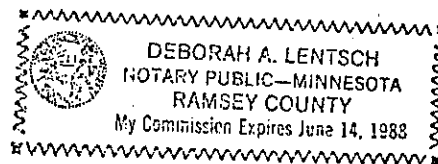
By

Its

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 16th day of March, 1982, before me, a Notary Public within and for said County, appeared Theodore Glasrud, to me personally known, who, being by me duly sworn, did say that he is the President of TGA, Inc., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said Theodore Glasrud acknowledged said instrument was the free act and deed of said corporation.

Deborah A. Lentsch



Presented By [Signature] Ordinance

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND/OR ITS SUCCESSORS IN INTEREST, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE AN OVERHEAD PEDESTRIAN PASSAGEWAY ACROSS EAST EIGHTH STREET BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND CEDAR STREET. SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE TOWN SQUARE ON THE SOUTH SIDE OF EAST EIGHTH STREET TO THE NEW PUBLIC PARKING RAMP ON THE NORTH SIDE OF EAST EIGHTH 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 East Eighth Street between the intersection therewith of Minnesota Street and Cedar Street. Said overhead pedestrian passageway to be extended from Town Square on the south side of East Eighth Street to the new public parking ramp on the north side of East Eighth Street.

Section 2.

That the Director of the Department of Public Works is hereby authorized to issue the 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:

COUNCILMEN	
Yas _____	Nays _____
_____ In Favor	
_____ Against	
Approved by Council: _____ Date _____	
Certified Passed by Council Secretary _____	
By _____	
Approved by Mayor: _____ Date _____	
By _____	

Requested by Department of: _____
By _____
Form Approved by City Attorney EXHIBIT A
By _____
Approved by Mayor for Submission to Council
By _____

- 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 St. 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 a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;
- e. That said permittee shall construct said overhead pedestrian passageway to the satisfaction of the Director of the Department of Public Works in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works. Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;
- f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims of whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of said overhead pedestrian passageway hereunder; and that supplemental to all other obligations on their part, jointly and/or severally, hereunder, said permittee and/or its successors in interest shall furnish and maintain and pay all premiums and

other expenses therefor, Casualty Insurance Coverage with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident and to the extent of \$200,000.00 for damage to property in any single accident, insuring the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structure, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul; that such minimums shall be subject to increase by action of the City Council in the event statutory municipal liability limits are altered in any way hereafter;

- g. That said permittee shall not proceed with construction unless and until said permittee shall have fully complied with the provisions regarding insurance and indemnification contained in the City of Saint Paul, Department of Public Works "Standard Supplemental Specifications For Highway Construction" dated July 10, 1979, Section No. 1305.2. For the purpose of this Ordinance the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word "contractor" wherever the same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul, "Standard Supplemental Specifications For Highway Construction" dated July 10, 1979 is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim;
- h. That said permittee and/or its successors in interest, shall among other things, at their own cost and expense make adequate and effective provisions therefor and drain all moisture, rain, and snow which shall accumulate thereon by proper devices through said overhead pedestrian passageway and in a manner so that the flowing and/or spilling of same on any part of East Eighth 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 air-conditioned office spaces, except as may be altered by energy conservation guidelines;

- i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all the supports of 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 East Eighth 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 East Eighth 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;

- 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 a period of twenty (20) days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;
- 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 said 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 insurance premiums of said overhead pedestrian passageway connecting their buildings and responsibility for providing the maintenance, repair and operation of the same;
- s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to its successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of One Hundred Thousand Dollars (\$100,000.00) for said overhead pedestrian passageway (bridge), made and executed by said permittee's successors in interest as Principal and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as surety to and in favor of the City of Saint Paul as obligee, conditioned upon the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain, operate or repair said overhead pedestrian passageway to a reasonable standard of safety, or fail to remove said overhead pedestrian passageway upon order by the Council, the City of Saint Paul may undertake the maintenance, operation, repair or removal thereof and may recover its reasonable cost incurred thereby from said Surety, which Surety Bond shall remain in full force

Ordinance

Ordinance NO. 16656

Presented By _____

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

and effect as long as said overhead pedestrian passageway or any part thereof remains in East Eighth Street as shown on the plans on file with the Department of Public Works. The Surety Bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance and Management Services;

- t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on 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 in each instance shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be filed with the Director of Finance and Management Services of the City of Saint Paul;

Section 3.

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

COUNCILMEN	
Yeas	Nays
<u>McMAHON</u>	
<u>Bentley</u>	
<u>Hozza</u>	
<u>Hunt</u>	
<u>Levine</u>	
<u>Maddox</u>	
<u>Snowwater</u>	
<u>Tedesco</u>	
Adopted by Council: _____ Date <u>MAY 1 1980</u>	
Certified Passed by Council Secretary _____	
By <u>[Signature]</u>	
Approved by Mayor: _____ Date <u>MAY 5 1980</u>	
By <u>[Signature]</u>	

Requested by Department of: _____
Public Works

By [Signature] TJE/RAH/GJJ

Form Approved by City Attorney _____
By [Signature]

Approved by Mayor for Submission to Council _____
By [Signature]

Eighth Street

DONALDSONS

TOWN SQUARE PARK

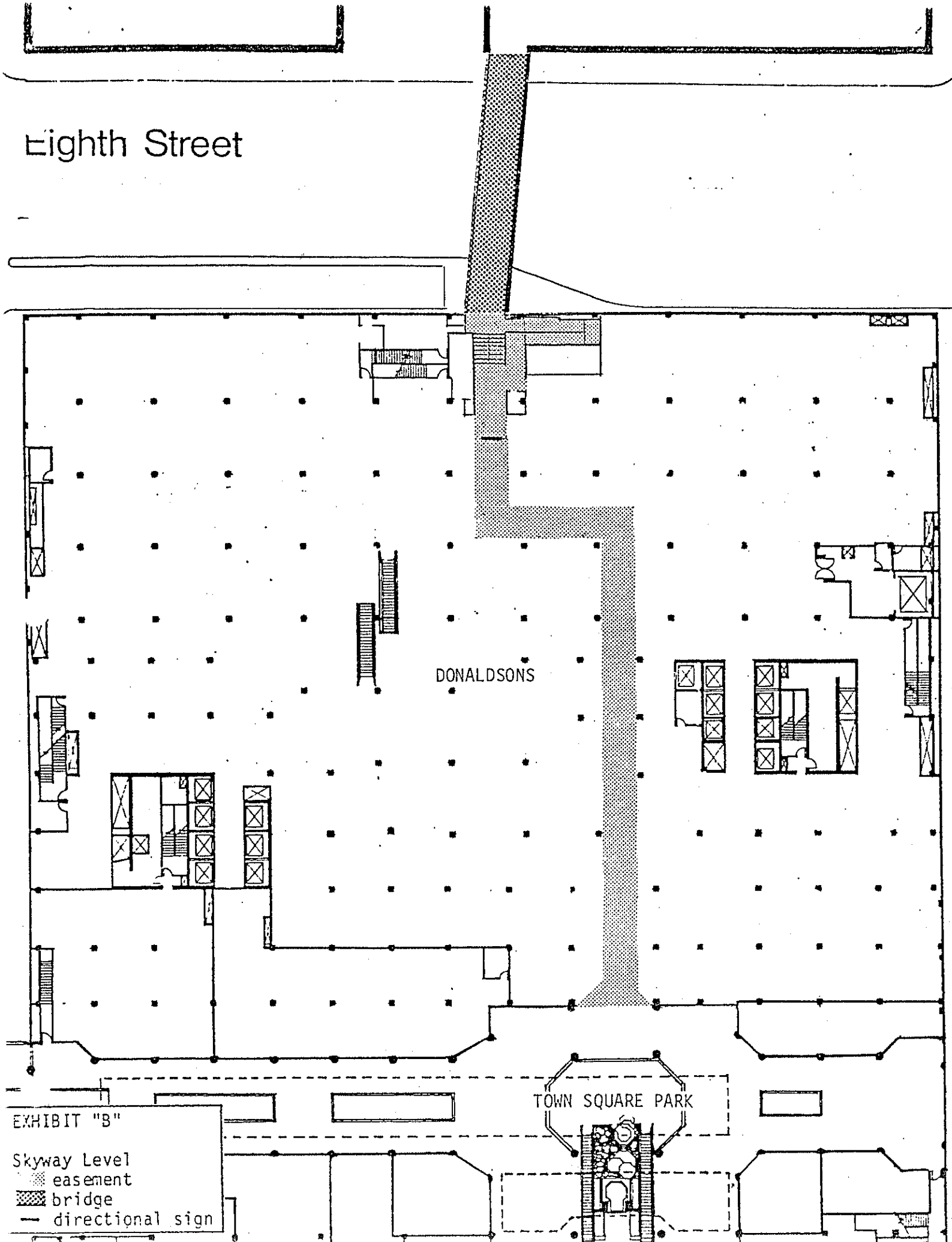
EXHIBIT "B"

Skyway Level

■ easement

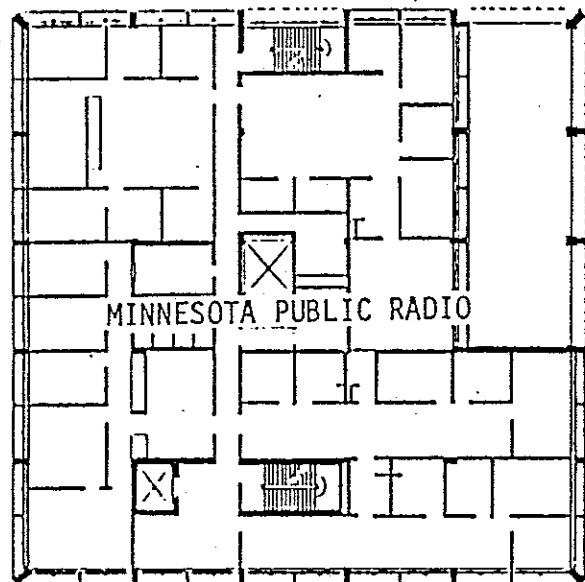
■ bridge

— directional sign



Cedar Street

Ninth Street



MINNESOTA PUBLIC RADIO

future bridge

CITY WALK CONDOMINIUM AND RAMP

future bridge

Minnesota Street

Eighth Street

EXHIBIT "B"

Skyway Level

bridge

easement

reserved for
future easement

directional sign

City Walk

OPERATING AGREEMENT

REC'D 19
SK-4

THIS OPERATING AGREEMENT, dated as of August 9, 1982, between the CITY OF SAINT PAUL, a municipal corporation, (called herein City) and the Science Museum of Minnesota, a Minnesota corporation, (called herein Operator),

WITNESSETH:

That City agrees to pay and Operator agrees to accept (\$1.00) and other valuable consideration as herein provided for managerial services to be provided by Operator for the operation of:

That eight level municipal parking facility, not to include the additional three levels of condominium parking, located on that Block between Cedar, Minnesota, Eighth and Ninth Streets in the City of Saint Paul commonly referred to as "City Walk" (called herein Ramp).

from August 9, 1982 through August 10, 1983, unless sooner terminated as herein provided, and upon the terms and conditions herein set forth; and that Operator and the City each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE I

USE, OCCUPANCY AND RENTALS

Section 1.01 Possession and Use

(1) At the commencement of this agreement, Operator shall occupy and use the Ramp to perform managerial services as herein provided, subject to the right of the City and the Port Authority of the City of Saint Paul (called herein Port Authority), at all times, to enter thereon as owner, for any purpose not inconsistent with this Agreement. The Ramp, at all times during the term of this Agreement, shall be used as a public parking facility, and for any other related or incidental purpose approved by the City not burdensome to the use of the Ramp as a public parking facility. All income derived from any related or incidental purpose shall be considered part of the gross receipts from the operations of the Ramp.

(2) Subject to the provisions of paragraph (4), below, all rates and charges and hours of operation of the Ramp shall be set by the City to meet the needs of the public using the Ramp and the City at any time and without prior approval of the Operator may revise the rates and charges, and hours of operation, or any other matter or thing relating to the operation and maintenance of the Ramp as a public parking facility; provided the City will use its best efforts to allow the Operator adequate time to implement any such revision.

(3) The Operator agrees that it will faithfully and promptly enforce all covenants and agreements under this Agreement, that it will not permit, without approval of the City, or its duly authorized agent, use of any of the parking spaces free of charge, that it will not designate specific parking spaces for individuals or groups unless so directed in writing by the City, and that it will cause to be posted, collected and revised, as herein provided, such rates and charges, and hours of operation for the use of the Ramp set by the City.

(4) The current rates and charges established by the City for the operation of the Ramp are set forth in Exhibit A which is attached hereto and incorporated by reference. Any changes in said rates and charges shall be submitted to the Port Authority for its review and approval.

ARTICLE 2

PAYMENT, OPERATION, MAINTENANCE, MODIFICATION, TAXES AND INSURANCE

Section 2.01 Payment of Net Revenue.

The Operator agrees to perform services, herein required, "at cost" and will not take any fee, unless expressly stated in this Agreement. In this regard, the Operator agrees to pay to the Port Authority, for deposit in the Operation and Maintenance Fund created in connection with the issuance of the Port Authority's \$4,500,000 Short Term Special Revenue Bonds, Series 1981-1 (called herein Bonds), all Net Revenues (gross receipts minus direct operating costs) derived from the Ramp commencing on the first day of the month next succeeding the commencement of this Agreement and monthly thereafter on or before the fourth day of each month (or the next business day thereafter if the fourth is a weekend or a holiday) for the balance of the term of this Agreement.

Direct Operating Costs are defined as follows:

(a) Total wage payments for all personnel, including operating manager, but exclusive of management who do not devote their full time to the operation of the Ramp. The said wage payment shall include additional wage costs such as Workman's Compensation and Unemployment Compensation insurance, social security, hospitalization insurance and any other fringe benefits necessary to maintain competent employees.

(b) Total cost of operational supplies (tickets, forms, postage, billing services, and other office materials).

(c) Total cost of maintenance materials and services, including equipment service.

(d) Total Cost of customer damage payments.

(e) Total cost of uniforms and laundry.

(f) Total costs of signs and operation equipment.

(g) Total cost of all utilities.

(h) Total cost of all insurance and bonds, the amount and extent of coverage as described in the bid specifications, but not to include owners, landlords and tenants insurance.

(i) Total cost of such other equipment, material, supplies, or services which may be agreed upon as necessary for the efficient operation and management of the Ramp.

Section 2.02 Operation and Maintenance.

The Operator shall furnish all reasonable goods and services necessary for the ongoing day-to-day operation and management of the Ramp as follows:

(a) Provide onsite operating manager.

(b) Provide such other capable and trained personnel determined by the City as are necessary for a successful and economically prudent operation, provided that:

(1) The City may require any reasonable changes in the number, qualifications and the salary structure and conduct of employees required for the operation of the Ramp.

(2) All employees are to be covered by a fidelity bond in an amount acceptable to the City, worker's compensation and unemployment compensation insurance, social security, hospitalization insurance, and any other indirect benefit approved by the City.

(c) Purchase and repair all materials and tools needed for the operation of the Ramp subject to the limitation that all such purchases and repairs exceeding five hundred dollars (\$500.00) shall be approved by the City following compliance with competitive bidding requirements, if any.

(d) Provide special signs and advertising promoting the Ramp subject to the approval of the City.

(e) Provide operating supplies, such as tickets, forms, postage, billing service, office supplies, as well as uniforms and laundry.

(2) The City, at its option and expense, may retain a Management Consultant to review and analyze all financial statements and reports furnished under Section 4.02, to inspect the Ramp, its operation and administration, and to make such recommendations as the Management Consultant feels would likely result in the production of the maximum amount of Net Revenues practicable. The Operator, upon receipt thereof, shall change its practices or methods of operations as is required to comply with any mandate or charge given by the City.

(3) Subject to other provisions of this Agreement, the Operator, during the term of this Agreement, shall keep the Ramp and all parts thereof, including, but not limited to, signs, banners, graphics, entrances or elevator cars, in a safe operating condition and repair. The Operator shall keep and maintain all interior portions of the Ramp (including, but not limited to, the removal of cars) and all exits and entrances for the Ramp, in clean and safe condition, free of accumulation of dirt, rubbish, snow and ice. In making repairs of conditions herein provided, the Operator shall promptly notify the City of the need for any extraordinary repairs. No such repairs may be performed without the approval of the City.

(4) The Operator shall maintain, subject to the approval of the City and the Port Authority, a five hundred dollar (\$500.00) revolving reserve account to cover unforeseen expenses, such as, but not limited to, emergency repairs on equipment replacement. Expenses paid from the reserve account shall be itemized and submitted monthly to the City and Port Authority with the reports required by Section 4.02. All sums remaining in the reserve account at the expiration of this Agreement shall be paid to the Port Authority, for deposit in the Operation and Maintenance Fund created in connection with the Bonds.

Section 2.03 Additional Expenses.

In addition to the obligations imposed by Sections 2.01 and 2.02, the Operator shall pay the following additional expenses to the following persons:

(1) To each insurer entitled to payment, any premium required to be paid in order for the Operator to carry and maintain all insurance required by the City under this Agreement;

(2) To the City, all reasonable expenses incurred by the City, including legal fees, for services which are not otherwise required to be performed by the City under the terms of this Agreement; all other reasonable expenses, including legal fees, incurred by the City in order to enforce any obligation of the Operator under this Agreement and all other indemnity payments required under Section 4.03;

(3) To the City and Port Authority, the amount of any advances of funds made by it under the provisions of Section 2.11, with interest thereon from the date of each such advance at the rate of ten percent (10%) per annum.

(4) To the appropriate governmental official, all permit and license fees required under any law or governmental regulation with respect to the maintenance or operation of all or any portion of the Ramp.

It is understood and agreed that all taxes and special assessments levied with respect to the Ramp are to be paid by the City from Funds available to it under the terms of the Sublease, and the Operator shall not withhold such amounts from the Net Revenues deposited with the Port Authority pursuant to Section 2.01.

Section 2.04 Obligations Unconditional.

All payments required of the Operator hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense, including, but not limited to abatements or reductions due to any future claims of the Operator against the City. The Operator will not suspend or discontinue any monthly income payments, and will perform and observe all of its other agreements in the Agreement and will not terminate this Agreement for any cause, including, but not limited to, any acts or circumstances that may constitute failure of consideration, destruction, or damage to the Ramp the taking of the Ramp by condemnation or otherwise, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement, or lack of authority, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the City, or change in the tax or other laws or administrative rulings or actions of the United States of America or the State of Minnesota, or any political subdivision thereof, it being the intention of the parties hereto that the net income and other amounts payable by the Operator hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated by the City.

Section 2.05 Subordination.

(1) The City shall have the right to subject and subordinate this Agreement at all times to the lien of any mortgage or trust instrument affecting, or any other pledge or revenues derived by the City, from the Ramp which may hereafter be made by the City. To further evidence such subordination, the Operator hereby agrees, upon demand of the City, to give such written instrument or document expressly subordinating this Agreement to such mortgage, that no such mortgage, trust instrument or pledge shall impair the validity and continuance of this Agreement and the rights of the Operator thereunder as long as the Operator shall not be in default under the terms hereof.

(2) It is understood and agreed that the City is currently occupying the Ramp pursuant to the terms of a Sublease Agreement dated as of March 1, 1981 between TGA, Inc. as lessor and the City as subtenant (herein called Sublease), which sublease was entered into in connection with the issuance

by the Port Authority of its Bonds to provide financing for the construction of the Ramp. The Operator acknowledges that it has received and reviewed a copy of the Sublease and the Operator hereby assumes all obligations of the City under the Sublease as they apply to the operation and maintenance of the Ramp, including specifically the obligation to operate the Ramp as a public parking facility so as not to subject the interest on the Bonds (other than when held by a "substantial user" of the Ramp or a "related person" to such "substantial user") to federal income taxation. In addition, the Operator specifically agrees to take no action in derogation of any other obligations of the City under the Sublease or of the rights of the Port Authority under the Sublease.

Section 2.06 Modifications.

Subject to the provisions of the Sublease, and Sections 2.02, 2.03, 2.08 and 2.09, the City or the Operator, with the prior written consent of the City and Port Authority, may from time to time, at its own expense, make any additions, modifications or improvements to the Ramp that it may deem desirable and that do not adversely affect the structural integrity of the Ramp or conflict with any easement running to the City or the Port Authority, or with the owner's air rights over the Ramp; provided that if the Operator makes the modifications, no work thereon shall be commenced until plans and specifications, contracts, payment and performance bonds and builder's risk insurance therefor have first been approved by the City and Port Authority or their duly designated agents. All additions, other than pursuant to Section 2.10, shall become part of the Ramp and the property of the City, subject to the provisions of the Sublease.

Section 2.07. Liens.

The Operator shall not permit mechanic's liens or other liens to be filed or established or to remain against the Ramp for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made by it to the Ramp, provided that if the Operator first notifies the City and the Port Authority of its intention to contest any lien, and deposits in escrow with the Port Authority a sum of money equal to the amount of the claim of the lien, in such event, the City and the Port Authority may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If either the City or Port Authority notifies the Operator that, in the opinion of their legal counsel, nonpayment of the items

contested under this Section 2.07 will endanger the Ramp or subject it to imminent loss or forfeiture, the Port Authority shall cause the escrow deposit to be used to promptly pay all such unpaid items and cause them to be satisfied and discharged or obtain a release of the lien as provided by Minnesota Statutes, Section 514.10. Any sums remaining in the escrow deposit after satisfaction and discharge or release of the lien and after satisfaction of all other claims or liabilities against which the City and the Port Authority have been indemnified shall be forthwith returned to the Operator. Notwithstanding anything herein to the contrary, neither the City nor the Port Authority shall be obligated to discharge any lien under this Section unless the work performed or labor furnished in connection therewith has been undertaken by them.

Section 2.08 Removal of Ramp Equipment.

No Ramp equipment shall be removed except in accordance with the provisions of the Sublease and this section.

(1) In any instance where either the City determines that any item of Ramp equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Ramp, the City or the Operator, with the consent of the City and Port Authority, may remove and dispose of such item of Ramp equipment, provided that such removal and substitution, if any, shall not materially impair the operating unit, capacity or structural integrity of the Ramp nor conflict with any easements running to the City or any owner's air rights over the Ramp.

(2) The Operator will pay all costs of removal and substitution authorized under this section and repair all damage to existing buildings or structures resulting therefrom, applying toward such payment any amount received in disposition of the replaced Ramp equipment. All substituted Ramp equipment shall be free of all liens and encumbrances, other than Permitted Encumbrances, and shall become a part of the Ramp; and the Operator shall, at the request of the City or Port Authority, cause title to any Ramp equipment substituted by the Operator or the City to be formally placed in the name of the City or Port Authority by bill of sale. The Operator will cooperate with the City and will pay all costs, including counsel's fees, incurred in establishing title to and a security interest in Ramp equipment so substituted by the Operator and the City will cooperate with the Operator in securing a release of the removed property.

Section 2.09 Insurance.

(1) The Operator shall provide for the purchase and maintenance of such insurance as will protect the City and Port Authority against risk of loss or damage to the vehicles parked in the Ramp and any other property permanently located or exclusively used at the Ramp premises and against claims which arise or result from the operation and maintenance of the Ramp as a public parking facility. Such insurance shall include comprehensive general liability for injury or death or property damage (including garage and passenger elevator and robbery and holdup coverage), property damage and rental income or business interruption insurance, with scope of coverage and limits approved by the City and Port Authority and shall include the City, Port Authority and the Operator as coinsureds.

(2) Until the date on which the condominium apartment facility being constructed above the Ramp is substantially completed in accordance with the plans and specifications therefor, the Operator shall provide a comprehensive general liability policy, with a 30 day notice of cancellation provision, providing for a notice to the Port Authority, the City, TGA, Inc., Ted Glasrud Associates, Inc. and the condominium project construction contractor, in the amount of at least \$500,000 for each occurrence for bodily injury including death, \$500,000 for each occurrence for property damage and umbrella excess liability with a limit of \$5,000,000 each occurrence until the completion of the condominium project and garage keepers liability insurance in the amount of at least \$900,000 for all coverage except collision. A copy of the insurance policy or policies providing the coverage required in this paragraph shall be provided to the City, the Port Authority and the condominium project construction contractor.

(3) All insurance shall be taken out and maintained in responsible insurance companies licensed to do business in Minnesota. Said companies shall be selected by the Operator with the approval of the City and Port Authority, and, except as required by paragraph (2), above, shall be filed with the City and Port Authority or their duly designated agents. Upon the anniversary date of such property insurance, the City may increase the coverage required hereunder to the extent reasonably determined by the City and the Port Authority to be necessary to insure the ramp at its full replacement value. Except as required by paragraph (2), above, each insurance policy shall contain a provision that the insurer shall not cancel it without giving written notice to the City, the Port Authority and the Operator at least 30 days before the cancellation becomes effective. Before the expiration of any

policy, the Operator shall furnish the City and the Port Authority with evidence satisfactory to the City and the Port Authority that the policy has been renewed or replaced by another policy which shall be filed and approved as hereinabove provided for the original policy or that there is not necessity therefore under the terms hereof. The Operator's obligations to procure and maintain insurance hereunder shall be in addition to the terms of this Agreement.

(4) Where special or unusual hazards peculiar to the Ramp are known or foreseeable, the Operator shall take such steps to insure itself, the City and the Port Authority against such hazards and shall be independently responsible for any damages which result from the occurrence of such hazard. During the term of this Agreement, the Operator will comply with all applicable state requirements of the policies of insurance required of the Operator under this Section.

Section 2.10 Installation and Removal of Equipment.

The Operator, at its expense and not from Revenues of the Ramp, may, from time to time, with the approval of the City and the Port Authority, and subject to the provisions of the Sublease, install items of movable machinery and equipment in or upon the Ramp. All such items shall remain the sole property of the Operator, in which neither the City nor the Port Authority shall have any interest, and may be modified or removed by the Operator at any time (except during the continuance of an event of Default, in which event, the written approval of the City and the Port Authority shall first be secured) if such items are not in the Operator's reasonable judgment needed for the continuance of the operation of the Ramp, provided that the Operator shall repair and restore any and all damage to the Ramp resulting from the installation, modification or removal of any such items.

Section 2.11 Advances.

If the Operator shall fail to make any repairs, pay any charges, or pay any other sums required by this Agreement to be paid, either the City or Port Authority may, but shall not be obligated to, take such action as may be necessary to cure such failure, including advancement of money; and the Operator shall be obligated to repay such advances on demand.

ARTICLE 3

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 3.01 Damage and Destruction.

If, during the term of this Agreement, there is any damage to the Ramp or injury sustained or alleged to have been sustained to person or property while on the Ramp premises, the Operator shall give written notice thereof to the City and Port Authority within seven calendar days of occurrence. Any and all proceeds of insurance resulting from such occurrence shall be paid to the Port Authority for the account of the City, pursuant to the terms of the Sublease.

Section 3.02 Condemnation.

If, during the term of this Agreement, condemnation proceedings are commenced against all or any part of the Ramp, the Operator shall promptly give written notice thereof to the City and the Port Authority. All proceeds of the Condemnation Award shall be paid to the Port Authority for the account of the City, pursuant to the terms of the Sublease.

Section 3.03 Right to Contest.

Nothing in Article 3 shall be construed to prevent the City from contesting the adequacy of any proposed insurance payment or Condemnation Award. The Operator covenants that it will cooperate fully with the City and Port Authority in filing any proof of loss or in the handling and conduct of any pending or prospective insurance claim or condemnation proceeding.

ARTICLE 4

ARTS AND SCIENCE COUNCIL COVENANTS

Section 4.01 Inspection and Access.

The Operator agrees that the City, the Port Authority and their duly authorized agents, shall have the right at any and all times to examine and inspect the Ramp and for that purpose to enter upon the Ramp and to copy any and all records of the Operator, and to otherwise have unlimited access to the Ramp, with respect to all matters consistent with the ownership of the Ramp.

Section 4.02 Financial Statements, Audit,
Certificate of Compliance and Other Reports.

(1) Within 10 days after the end of each month, the Operator will cause to be furnished to the City and the Port Authority a monthly financial statement and report pertaining to the Ramp in such form as is approved by the City and the Port Authority or their duly designated agents, and accompanied by a certificate in a form approved by the City and the Port Authority or their duly designated agents certifying that during the preceding month and continuing to the date of execution, to the best of the officer's knowledge, the Operator has fully complied with the terms and conditions of this Agreement, except as otherwise fully disclosed in the certificate.

(2) The Operator will, at the request of the City or the Port Authority permit, from time to time, an audit of the Operator's separate books and accounts for the Ramp to be made by the City or the Port Authority or an Independent Accountant retained by the City. Such audit may also list any defaults under the Operating Agreement by the operator that have come to the City's or or Independent Accountant's attention after due investigation. The expenses incurred by performing said audit shall be paid from funds available therefor under the Sublease.

Section 4.03 Indemnity by the Operator.

(1) The Operator will protect, indemnify, and save the City and the Port Authority harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees), causes of action, suits, claims, demands and judgments of any nature arising from:

(a) Any injury to or death of any person or damage to property in or upon the Ramp and Ramp premises or growing out of or connected with the use, nonuse, condition or occupancy of the Ramp and Ramp premises or any part thereof including any and all acts or operations relating to the construction or installation of improvements, excluding that caused by any negligent act of the City or Port Authority, or anyone acting in their behalf, provided that the indemnity shall be effective only to the extent of any loss that may be sustained in excess of the Net Proceeds received by an

indemnified party from any insurance carried with respect to the loss sustained. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Operator, customers, suppliers, or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts;

(b) Violation of any agreement or condition of this Agreement, except by the City;

(c) Violation of any contract, agreement or restriction which has been or shall have been approved by the Operator or which shall have existed at the commencement of the term of this Agreement and to which the Operator is a party or by which it is bound; and

(d) Violation of any law, ordinance or regulation affecting the Ramp or a part thereof or the ownership, occupancy or use thereof.

(2) Until the date on which the condominium apartment facility being constructed above the Ramp is substantially completed in accordance with the plans and specifications therefor, the Operator will protect, indemnify and save the City, the Port Authority and the condominium project's construction contractor, its subcontractors, agents and employees from and against all damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the operation of the Ramp, whether or not the actions causing the damage, loss or expense were caused in part by an indemnified party.

Section 4.04 Surrender of Ramp.

Except as otherwise provided in this Agreement, at the expiration or earlier termination of this Agreement the Operator will surrender possession and use of the Ramp to the City peaceably and promptly upon receipt of notice of termination from the City and in as good condition as at the commencement of the term of this Agreement. In the event that the Operator shall hold the Ramp after the expiration or termination of this Agreement with the consent of the City, expressed or implied, such holding over shall, in the absence of written agreement on the subject, be deemed to have created a month-to-month tenancy terminable on 30 days notice by the City and otherwise subject to all of the terms and provisions of this Agreement.

Section 4.05 Rules, Laws and Regulations.

The Operator agrees to comply with all applicable governmental laws, regulations, requirements and rules and prohibitions of public or private nuisances with respect to the use, maintenance, operation of the Ramp and each item of equipment used or installed on the Ramp, subject, however, to the right of the City to require the Operator to continue any such use or operation (consistent with the other provisions of this Agreement) during the continuance of any lawsuit or other legal proceeding in which the legality of such use or operation is in dispute and is defended by the City. In case any equipment or appliance shall be required to be changed or replaced or in case any additional or other equipment or appliance is required to be installed in order to comply with such laws, regulations, requirements and rules, the Operator shall promptly notify the City of such requirement, and, if such requirement is not duly contested as provided above, the City may make such changes, additional and replacements at the City's expense.

ARTICLE 5

OPTIONS

Section 5.01 Termination of Agreement.

In addition to Article 6, this Agreement may be terminated by either party by providing the other party with 30 days written notice of the desire to terminate same. Such termination is conditioned upon the occurrence of one or more of the following events:

(1) If the Ramp shall have been damaged or destroyed to such extent that, in the reasonable judgment of the City, (i) the Ramp cannot reasonably be restored within six months to substantially its condition immediately preceding such damage or destruction, or (ii) cannot be used to carry on the normal operations of the City for six months;

(2) If, by reason of condemnation, title shall have been taken to all or substantially all of the Ramp, or so much thereof that in the reasonable judgment of the City, the City will be prevented from carrying on its normal operations for six months; or

(3) If, as a result of any changes in the Constitution of the State of Minnesota or the Constitution of the United States of America, or of any legislative or administrative action, whether state or federal, or of any final decree, judgment or order of any court or administrative body, whether state or federal, in the reasonable judgment of the City, the agreements contained in this Agreement shall have become impossible to perform in accordance with the intent and purposes of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed upon the City.

Section 5.02 Surrender of Premises.

On the date set for termination, a closing shall be held at the principal office of the City or any other office mutually agreed upon; and the Operator shall execute and deliver to the City such release as the City reasonably determines is necessary to terminate this Agreement, and the Operator shall thereafter no longer be entitled to occupation and use or have any other interest in the ramp.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default.

Any one or more of the following events is an Event of Default under this Agreement.

(1) If the Operator shall fail to make any payment due under this Agreement on or before the date that the payment is due;

(2) If the Operator shall fail to observe any other covenant, condition or agreement on its part under this Agreement after 30 days written notice by the City specifying such default and requesting that it be remedied, unless the City shall agree, in writing, to an extension of such time prior to its expiration; provided that in event an extension is granted, the Operator shall proceed with reasonable diligence to remedy the same.

Section 6.02 Remedies.

Whenever any Event of Default referred to in Section 6.01 shall have happened and be subsisting, the City may take any one or more of the following remedial steps after written notice mailed to the Operator at least ten days prior thereto;

(1) Re-enter and take possession and operation of the Ramp without termination of this Agreement and use its best efforts to enter into an operating agreement with another person for the account of the Operator;

(2) Terminate this Agreement, exclude the Operator from possession and use of the Ramp and use its best efforts to enter into an operating agreement with another person for the account of the Operator;

(3) Exclude the Operator from possession and use of the ramp, with or without terminating this Agreement and operate the Ramp itself;

(4) Terminate this Agreement, exclude the Operator from possession of the Ramp and upon ten days written notice to Operator, sell all or any part of the Ramp at the best price obtainable (provided such sale is permitted by applicable law), such sale to be on such terms and conditions as the City, subject to the provisions of the Sublease, deems appropriate, and deposit the proceeds of the sale with the Port Authority for the account of the City;

(5) Require the Operator to furnish copies of all books and records of the Operator pertaining to the Ramp;

(6) Exercise any remedies available to it under the Minnesota Uniform Commercial Code; or

(7) Take whatever action at law or in equity may appear necessary or appropriate to collect the Net Revenues and Additional Charges then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Operator under this Agreement.

Section 6.03 Non-Exclusive Remedies.

No remedy herein conferred upon or reserved to the City under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.04 Attorneys' Fees and Expenses.

In the event the Operator shall default under any of the provisions of this Agreement and the City should employ outside attorneys or incur other expenses for the collection of net income or charges or the enforcement of performance of any obligation or agreement on the part of the Operator or the protection of its interest in the Ramp, the Operator will, on demand, pay to the City the reasonable fee of such attorneys and such other expenses so incurred.

Section 6.05 Effect of Waiver.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.06 Performance by Third Parties.

The City may permit third parties to perform any and all acts or take such action as may be necessary on behalf of the Operator to prevent or correct any Event of Default. Such performance by third parties shall not, in any way, diminish or absolve the Operator of primary liability hereunder.

ARTICLE 7

GENERAL.

Section 7.01 Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with property address as indicated below unless otherwise provided by the respective parties:

To Operator: Science Museum of Minnesota
 30 East Tenth Street
 Saint Paul, Minnesota 55101

To City: City Clerk
 City Hall
 Saint Paul, Minnesota 55102

To the Port
Authority:

Port Authority of the City of
Saint Paul
Suite 1305
25 West Fourth Street
Saint Paul, Minnesota 55102

Section 7.02 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the City, Operator, and their respective successors and assigns. It is recognized by the City and the Operator that this Operating Agreement is intended to create third party beneficiary rights in the Port Authority. Therefore, all notices given to the City of Saint Paul by the Operator shall, simultaneously therewith, be given to the Port Authority. In addition, the Port Authority may, in its name, or in the name of the City, enforce all rights of the City and all obligations of the City under and pursuant to this Operating Agreement, whether or not the City is in default in its covenant in the Sublease, to enforce such rights and obligations. In the event that the Port Authority prosecutes any action or proceeding against the Operator in its own name or in the name of the City, the City shall cooperate fully with the Port Authority, and take all action necessary to effect the substitution of the Port Authority for the City in any such action or proceeding if the Port Authority shall so request, provided that the Port Authority furnishes the City an undertaking to pay all costs and expenses incurred by the City and to indemnify the City and save it harmless against any risks, claims or liabilities, all as more specifically provided in Section 2.01 of the Sublease.

Section 7.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding makes it practicably impossible for the Ramp to be operated as a public parking facility.

Section 7.04 Amendments, Changes and Modifications.

Except as otherwise herein provided, this Agreement may be amended, changed, modified, altered or terminated with the mutual consent of the parties.

Section 7.05 Law Governing.

This Agreement shall be construed in accordance with the laws of Minnesota; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

Section 7.06 Required Approvals.

All consents and approvals required in this Agreement to be obtained from the City or Operator shall be in writing and shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the City and the Science Museum of Minnesota have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF SAINT PAUL

By Richard Broeker By Peter Hamer
Mayor, City of Saint Paul Director, Department of
Finance and Management Services

Subscribed and sworn to
before me this 24 day
of September, 1982

Subscribed and sworn to before
me this _____ day of _____, 1982

LEEANN TURCHIN
NOTARY PUBLIC - MINN.
RAMSEY COUNTY
My Comm Expires June 11, 1983

By _____
City Clerk

By James Bell
Director, Department of
Planning and Economic
Development

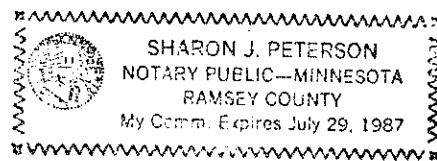
Subscribed and sworn to
before me this _____ day
of _____, 1982

Subscribed and sworn to before
me this 18th day of 3
February, 1982

Sharon J. Peterson

APPROVED AS TO FORM

By Sharon J. Peterson
City Attorney 2-17-83



SCIENCE MUSEUM OF MINNESOTA

By *Wendell Myers*
President

By *Elizabeth H. Cline*
Secretary

(SEAL)

Subscribed and sworn
to before me this 11th
day of February, 1982³

Dune J. Krick

Subscribed and sworn
to before me this _____
day of _____, 1982³

The foregoing Operating Agreement between the City of Saint Paul and The Science Museum of Minnesota dated August 9, 1982 has been reviewed and approved.

THE PORT AUTHORITY OF
THE CITY OF SAINT PAUL

By [Signature]
President

By [Signature]
asst. Secretary

EXHIBIT A

(Initial Rates Charged at City Walk)

*Hourly Parking -

1 hour	.50	4 hours	2.00
1½ hours	.75	4½ hours	2.50
2 hours	1.00	5 hours	3.00
2½ hours	1.25	5½ hours	3.50
3 hours	1.50	6 hours	4.00
3½ hours	1.75	6½ hours	4.50

Daily Maximum \$5.00

* Monthly Parking - \$55.00

*Subject to change with prior approval of
the Port Authority.

SUPPLEMENTAL SECURITY AGREEMENT
(TOWN SQUARE-CITY WALK SKYWAY)

AGREEMENT entered into as of June 7, 1982 by and between OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation ("Oxford"); TED GLASRUD ASSOCIATES, INC., a Minnesota corporation ("Glasrud"); and ALLIED CENTRAL STORES, INC., a Missouri corporation ("Allied").

WHEREAS, Oxford and Glasrud have entered into a skyway development agreement dated as of 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, and a pedestrian concourse (the "Concourse") will be constructed within Allied's premises in Town Square ("Donaldson's");

WHEREAS, Oxford and Allied have entered into a skyway concourse agreement dated as of May 25, 1982 (the "Concourse Agreement") which delineates their respective rights and obligations with respect to the construction and operation of the Skyway and the Concourse;

WHEREAS, Glasrud, in accordance with Paragraph 38 of the Skyway Agreement, has requested that the Skyway be open to the public during certain weekday morning hours before the Donaldson's store is open to the public; and

WHEREAS, the parties wish to provide for the hours of such early Skyway operation, security, and the sharing of the costs thereof according to the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. SKYWAY AND CONCOURSE HOURS. The Skyway and Concourse shall be open to the public during those hours when Donaldson's is open for business. In addition, from the effective date of this Agreement until December 31, 1986, the Skyway and Concourse shall also be open to the public five days a week, Monday through Friday (except legal holidays recognized by Allied and Oxford), from 7:30 a.m. to 9:30 a.m. on such days.

2. SECURITY. Allied shall provide security for the Concourse during the additional hours referred to in Paragraph 1. Security shall consist of the employment of two uniformed guards and the provision of sufficient rope and stanchions to cordon-off the Concourse from other parts of Donaldson's store.

3. COST SHARING. Oxford and Glasrud shall each pay one-half of the security measures enumerated in Paragraph 2, provided that the cost of the rope and stanchions shall be a one-time capital charge not exceeding \$1,000 in total and that the cost of each security guard shall not exceed \$2,600 per annum for the first year of this Agreement. For the second and each succeeding year of this Agreement, Oxford and Glasrud shall each pay one-half of the cost of reasonable cost-of-living wage increases for each security guard.

4. INDEMNIFICATION. Allied shall indemnify and hold Oxford and Glasrud harmless from and against any loss or damage that may result from Allied's maintenance, repair, and operation of the incourse and from the theft of or damage to any merchandise, personal property or trade fixtures located in the Donaldson's Store.

5. 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 Associates, Inc.
151 East County Road B-2
Little Canada, Minnesota 55117
Attention: Mr. Glasrud

c. Allied Central Stores, Inc.
601 Nicollet Mall
Minneapolis, Minnesota 55402
Attention: Senior Vice President
Control & Operations

6. DEFAULT AND REMEDIES. Should any party fail to perform any duty or obligation under this Agreement, the other party or parties may pursue any lawful remedy against such nonperforming

7. GENERAL PROVISIONS. All respective rights and obligations of parties set forth in this Agreement shall be binding and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force until such 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 the parties under this Agreement shall commence at such time as the responsibilities of Oxford and the Skyway Agreement become operative.

IN WITNESS WHEREOF, this Agreement has been executed as of
the date above first written.

OXFORD DEVELOPMENT MINNESOTA, INC.

By Wm P. Dresser
Its Vice President

And R. O. Stronghor
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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
HENNEPIN COUNTY
NOTARY PUBLIC-MINNESOTA
SEPT. 7, 1984

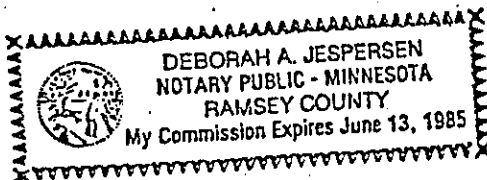
Supreme Hallman
Notary Public

Ted Glasrud Associates, Inc.

By *Theodore Glasrud*
Its Chairman

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
14th 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

ALLIED CENTRAL STORES, INC.

By *Bruce Johnson*
Its Secretary-Treasurer

By *Robert E. Ahart*
Its Assistant Secretary-Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me as of
June 28, 1982 by *Bruce Johnson* and *Robert Ahart*
the Secretary-Treasurer and Asst. Secretary-Treas. of Allied Central
Stores, Inc., a Missouri corporation, on behalf of the corporation.

Lavay J. Nelson
Notary Public

