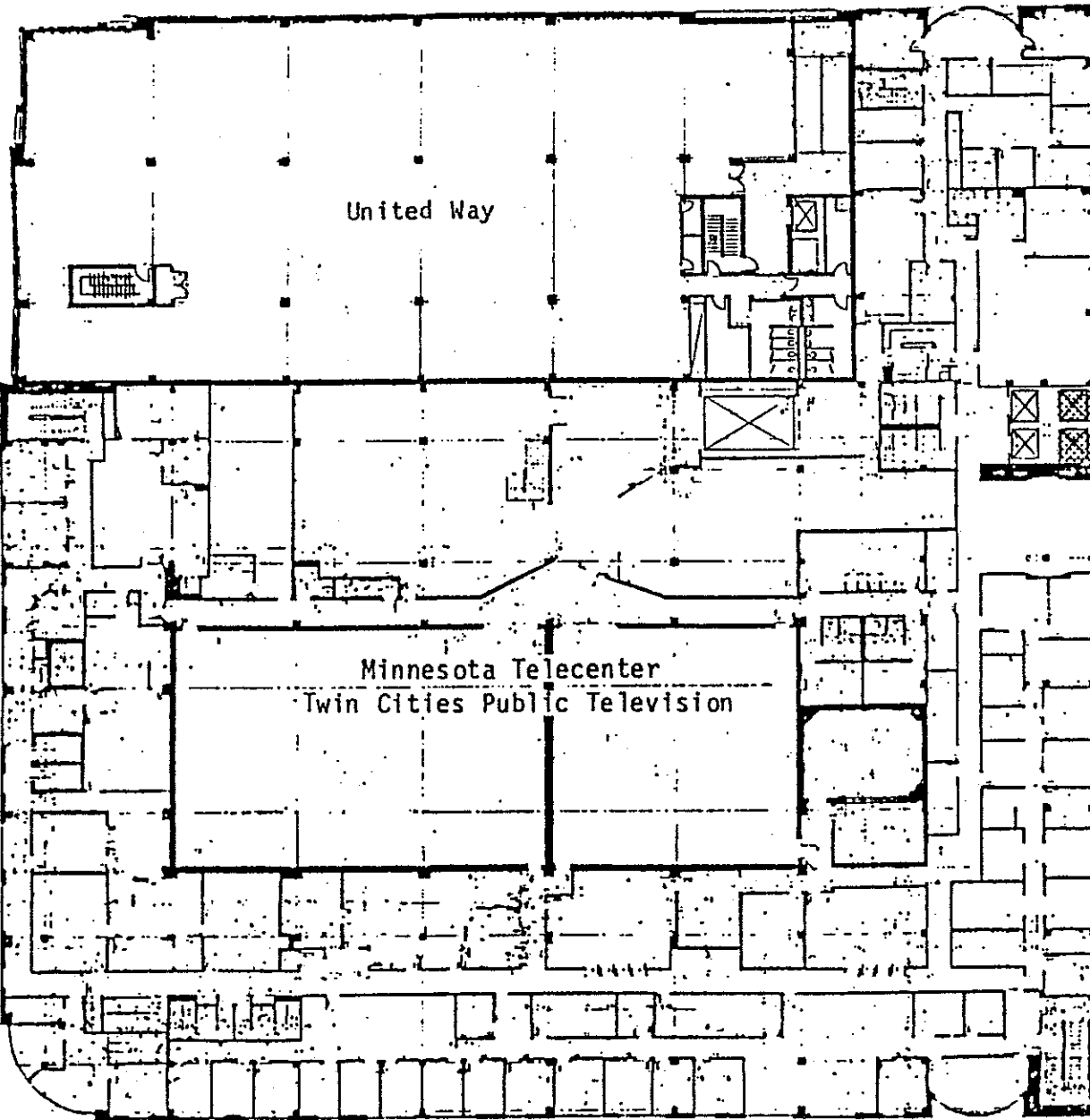


Fourth Street

Jackson Street



United Way

Minnesota Telecenter
Twin Cities Public Television

Lowertown Ramp below



EASEMENT LOC.

EXHIBIT "B"
SKYWAY LEVEL

Sibley St.

SKYWAY OPERATING
AGREEMENT

DATE:

AMONG: HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA
a Minnesota body corporate and politic ("HRA")

AND: ST. PAUL-BURLINGTON LIMITED PARTNERSHIP
an Illinois limited partnership ("Burlington")

AND: KEITH T. HARSTAD and DIANE N. HARSTAD,
husband and wife,
residents of Ramsey County, Minnesota ("Harstad")

HRA, BURLINGTON AND HARSTAD hereby stipulate that:

1. HRA is the owner of the property known as Block L ("Block L") described on Exhibit A attached hereto.
2. Burlington is the owner of the property known as the First Trust Center ("First Trust Center") described on Exhibit B attached hereto.
3. Harstad is the owner of the property known as the 333 on Sibley Building ("333 Sibley") described on Exhibit C attached hereto.
4. HRA, Burlington, Harstad and the City of Saint Paul have entered into an agreement ("Skyway Agreement") dated December 15, 1988, which provides for construction of a skyway pedestrian bridge ("Skyway") across Fourth Street from First Trust Center and 333 Sibley to Block L.
5. The Skyway requires construction of a pedestrian linkage structure ("Link") across the private alleyway between First Trust Center and 333 Sibley to which the Skyway is attached.
6. The Skyway Agreement requires that HRA, Burlington and Harstad enter into a separate written agreement for sharing maintenance, operation and repair costs and responsibilities for the Skyway and Link.

THEREFORE, HRA, BURLINGTON AND HARSTAD agree as follows:

1. Operation and Maintenance. The Skyway and Link shall be operated and maintained in accordance with all applicable laws and regulations and consistent with the terms and conditions of the Skyway Agreement and the standards from time to time prevailing for skyways in first-class office buildings in downtown Saint Paul. Services shall be provided as follows:

(a) Harstad shall provide roof drainage for the Skyway and Link and shall operate, maintain, repair and replace the systems, facilities and equipment necessary therefor.

(b) Burlington shall provide heat, ventilation, and air conditioning for the Skyway and Link and shall operate, maintain, repair, and replace the systems, facilities and equipment necessary therefor.

(c) Burlington shall provide lighting and electric power for the Skyway and Link and shall operate, maintain, repair and replace the systems, facilities and equipment necessary therefor and shall be responsible for all janitorial services and structural repairs and replacements in the Skyway and Link.

(d) Harstad shall operate, maintain, repair and replace the handicapped lift in the Link.

2. Insurance and Bonding. Burlington shall maintain

(a) comprehensive general public liability insurance with contractual liability coverage insuring HRA, Burlington, Harstad and the City of Saint Paul from all claims, demands or actions for injury or death or property damage on or about the Skyway and Link in amounts as may from time to time be agreed among HRA, Burlington and Harstad, but in no event less than \$5,000,000 combined single limit or such greater amount as may be required under the Skyway Agreement,

(b) property damage insurance covering the Skyway and Link against all hazards covered by the so-called "all-risk" form of policy in amounts as may from time to time be agreed among HRA, Burlington and Harstad, but in no event less than such amount as may be required under the Skyway Agreement,

(c) a surety bond in the amount required under Section 20 of the Skyway Agreement, and

(d) such other insurance as shall be determined among HRA, Burlington and Harstad from time to time.

All insurance and bonds shall comply with the terms of the Skyway Agreement and shall not be subject to cancellation or reduction in coverage except after at least 10 days' written notice to each of the insured.

3. Allocation of Costs. The costs reasonably incurred by each party in provided the services under Section 1 and procuring the insurance and bonds under Section 2 shall be allocated as follows:

	<u>Skyway</u>	<u>Link</u>
HRA	50%	0%
Burlington	25%	50%
Harstad	25%	50%

Such costs shall include a management overhead charge equal to 5% of the actual out-of-pocket expenses incurred, and shall be determined by standard accounting practices with allocations and accruals consistent with the chart of accounts of the Building Owners and Manager's Associations International or other similar organization. All services which are provided to the Skyway or Link as well as to other improvements shall be allocated on a fair and equitable basis. All capital costs for the Skyway and Link and for all systems, facilities and equipment exclusively serving either or both of them shall be included, but no capital costs shall be included for systems, facilities or equipment which serve other improvements as well.

4. Payment.

(a) Prior to the beginning of each calendar year, each party providing services under Section 1 or procuring insurance and bonds under Section 2 ("Provider") shall compute and deliver to the others ("Users") a bona fide estimate of the costs therefor. The Users shall each pay to the Provider such User's allocated portion of such cost in equal monthly installments on or before the first day of each month of such calendar year. As soon as practicable after the end of each calendar year, the Provider shall deliver to the Users a written statement ("Annual Statement") setting out in reasonable detail the actual cost thereof and certified to be correct by an officer or general partner of the Provider. If the aggregate of the monthly installments actually paid by a User differs from the amount determined from the Annual Statement, such User shall pay or the Provider shall refund the difference, as the case may be.

(b) If during any calendar year any major repairs or replacements to the Skyway or Link are required which are not budgeted as part of the costs under Section 4(a), the Users shall each pay to the Provider such User's allocated portion of such cost within 10 days of invoice therefor.

Except in an emergency, the Provider shall furnish the Users an estimate of the cost prior to commencing such work.

5. Examination of Records. Each User may at its cost examine the Provider's books relating to costs incurred in connection with the Skyway or Link if requested within 180 days after receipt of the Annual Statement of such cost. Examination shall be made during normal business hours with reasonable prior notice. Each Annual Statement shall be considered as final and binding on the Users except to the extent of any written exception delivered to the Provider within 210 days of the giving of such Annual Statement. If the Provider and Users cannot agree on the actual cost within 30 days after delivery of the exception, the dispute will be referred to a mutually selected certified public accountant, whose decision shall be final.

6. Effect of Sale. HRA and each successor owner of Block L shall be liable only for such obligations of HRA under this Agreement as accrue during its respective period of ownership so long as the successor owner of Block L assumes such obligations in writing. Burlington and each successor owner of First Trust Center shall be liable only for such obligations of Burlington under this Agreement as accrue during its respective period of ownership so long as the successor owner of First Trust Center assumes such obligations in writing. Harstad and each successor owner of 333 Sibley shall be liable only for such obligations of Harstad under this Agreement as accrue during its respective period of ownership so long as the successor owner of 333 Sibley assumes such obligations in writing.

7. Notices. Any notice or other communication under this Agreement shall be deemed given when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed:

if to HRA: 13th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102
Attn: Executive Director

if to Burlington: c/o The Palmer Group of the
Twin Cities, Ltd.
180 East Fifth Street,
Suite 230
Saint Paul, Minnesota 55101

with a copy to:
c/o The Palmer Group, Ltd.
101 North Wacker Drive,
Suite 1200
Chicago, Illinois 60606
Attn: General Counsel

if to Harstad:

8. General. This Agreement is binding on and inures to the benefit of HRA, Burlington and Harstad and their respective heirs, administrators, successors and assigns. It shall be governed by and construed under the laws of Minnesota. It constitutes their entire agreement and understanding and supersedes all prior agreements among them on the subject matter. It may not be amended or modified except by a writing signed by the party to be bound.

IN WITNESS OF THIS AGREEMENT, it has been executed as of the date set out at its head.

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

Approved as to Form

Philip B. Byrne 9-20-89
Assistant City Attorney

By [Signature]
Its Executive Director

By [Signature]
Its Assistant Secretary

By [Signature] ACTING
Its Director, Department of
Finance and Management
Services 10-18-89

ST. PAUL-BURLINGTON LIMITED
PARTNERSHIP

By _____
a general partner

And By _____
a general partner

[Signature]
Keith T. Harstad

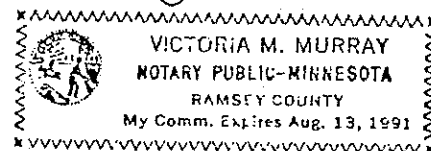
[Signature]
Diane N. Harstad

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 12th day of September, 1989, before me, a Notary Public, within and for said County, appeared Kenneth R. Johnson who being duly sworn did say that he is the Executive Director of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF ST. PAUL, MINNESOTA, that said instrument was signed by authority of said agency and acknowledged that said instrument was the free act and deed of said agency.

Victoria M. Murray
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



On this ___ day of _____, 19___, before me, a Notary Public, within and for said County, appeared _____, who being duly sworn did say that he is a general partner of ST. PAUL-BURLINGTON LIMITED PARTNERSHIP, that said instrument was signed by authority of the said partnership and its partners, and acknowledged that said instrument was the free act and deed of said partnership.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ___ day of _____, 19___, before me, a Notary Public, within and for said County, appeared _____, who being duly sworn did say that he is a general partner of ST. PAUL-BURLINGTON LIMITED PARTNERSHIP, that said instrument was signed by authority of the said partnership and its partners, and acknowledged that said instrument was the free act and deed of said partnership.

Notary Public

STATE OF MINNESOTA)
COUNTY OF Ramsey) SS

On this 25th day of July, 1989, before me, a Notary Public within and for said County, appeared KEITH HARSTAD and DIANE HARSTAD, to me personally known, and acknowledged said instrument to be their free act and deed.

Jeanne Marie Mazurek
Notary Public

THIS INSTRUMENT DRAFTED BY:
O'CONNOR & HANNAN (ROS)
3800 IDS Tower
Minneapolis, Minnesota 55402
Telephone: (612) 341-3800

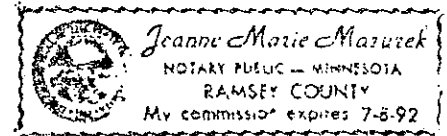


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel or parcels of land in the City of Saint Paul, Count of Ramsey, State of Minnesota, more particularly described as follows:

TRACT 1:

That portion of Lot 1, Block 4, Capital Centre No. 1 lying within the following described lines: Commencing at the most Northerly corner of said Lot 1; thence South 37 degrees 00 minutes East, 83.67 feet; thence South 53 degrees 00 minutes West, 88.16 feet to the point of beginning of the lines to be described; thence continuing South 53 degrees 00 minutes West, 18.0 feet; thence Northwesterly to a point in the Northwesterly line of said Lot 1 distant 106.16 feet from the most northerly corner thereof; thence North 53 degrees 24 minutes 20 seconds East along said line, m 18.0 feet; thence Southeasterly to the point of beginning.

TRACT 2:

That portion of Lot 1, Block 4, Capital Centre No. 1, above elevation 55.50 feet (City of St. Paul Datum) and lying within the following described lines: Commencing at the most Northerly corner of said Lot 1; thence South 37 degrees 00 minutes East, 252.32 feet to the Northwesterly line of Kellogg Blvd.; thence South 53 degrees 13 minutes 40 seconds West, 105.92 feet to the point of beginning of the line to be described; thence continuing South 53 degrees 13 minutes 40 seconds West, 0.24 feet; thence North 37 degrees 00 minutes West, 168.23 feet; thence North 53 degrees 00 minutes East, 18.0 feet; thence South 37 degrees 00 minutes East, to the Northwesterly line of Kellogg Blvd., thence South 53 degrees 13 minutes 40 seconds West, along said Northwesterly line of Kellogg Blvd. to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel or parcels of land in the City of Saint Paul, Count of Ramsey, State of Minnesota, more particularly described as follows:

Lots 2 through 15, together with Lots C and D, Drake's Rearrangement "A", City of Saint Paul.

EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

All that certain parcel or parcels of land in the City of Saint Paul, Count of Ramsey, State of Minnesota, more particularly described as follows:

Lot 1, Block 2, Auditor's Subdivision No. 32, and Lots A and B, Drake's Rearrangement "A", City of Saint Paul.

A.K.A. 37

Kristen Ives
Wellington Management, #350
413 Wacota
St. P. 55101

LEE Warrings
Frauenstuck Co.
W-160, 180 E. 5th St
St. P. 55101

**SHARED FACILITIES
OPERATING AGREEMENT**

DATE:

AMONG: HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA
a public body corporate and politic
of the State of Minnesota ("HRA")

AND: TWIN CITIES PUBLIC TELEVISION, INC.,
a Minnesota non-profit corporation ("KTCA")

AND: THE UNITED WAY OF THE SAINT PAUL AREA, INC.,
a Minnesota not-for-profit corporation ("United Way")

HRA, KTCA AND UNITED WAY HEREBY STIPULATE THAT:

1. HRA is the owner of the property known as the Lowertown Municipal Parking Ramp described on Exhibit A attached hereto. ("Ramp Parcel")
2. KTCA is the owner of the property known as the Minnesota Telecenter described on Exhibit B attached hereto. ("KTCA Parcel")
3. United Way is the owner of property known as the Community Services Building described on Exhibit C attached hereto. ("Development Parcel")
4. HRA is the owner of the property known as the Office Parcel (L-2) described on Exhibit D attached hereto. ("Office Parcel")
5. All the above described properties are subject to a Declaration of Easements, Covenants, and Restrictions dated October 30, 1986, (the "Declaration") attached hereto as Exhibit E, which, among other things, provides for the joint use of certain common areas and shared facilities (the "Shared Facilities") as more fully described therein, including a below grade service area and access drives (the "Shared Service Area"), a pedestrian concourse (as initially constructed and as it may later be extended) (the "Concourse Parcel"), a skyway corridor located on the second level of the Minnesota Telecenter, and one or more skyway pedestrian bridges (the "Skyways")
6. The Declaration provides that there be an Operating Agreement among all owners prescribing the procedures for operation of the Shared Facilities, determining the joint services which are to be shared, and determining the equitable allocation among the owners of the joint operating and maintenance costs.

THEREFORE, HRA, KTCA AND UNITED WAY agree as follows:

1. Operation and Maintenance.

(a) HRA shall provide heat, ventilation, air conditioning, lighting and electrical power for the Concourse Parcel.

(b) HRA shall provide ventilation, lighting and electrical power for the Shared Service Area.

(c) KTCA shall operate, repair, and replace the systems, facilities and equipment necessary for the operation of the Concourse Parcel and the Shared Service Area, and shall be responsible for all janitorial services and structural repairs and replacements necessary therefore.

(d) Operation and maintenance services for the skyway pedestrian bridge connecting over Fourth Street will be provided by others under the terms of a separate Skyway Operating Agreement attached hereto as Exhibit F.

(e) The assignment of responsibilities under this Section, and under Section 2. following, is intended to be reviewed periodically by the parties to this Agreement. Additional details of the administration of the joint services are included in Attachment #1 hereto.

2. Insurance. KTCA shall purchase from and maintain from a company authorized to do business in Minnesota:

(a) Commercial general public liability insurance with coverage insuring HRA, KTCA, United Way and the City of Saint Paul from all claims, demands or actions from personal injury or death or property damage on or about the Shared Facilities and in amount as may from time to time be agreed among HRA, KTCA and United Way, but in no event less than \$3,000,000 combined single limit; and shall be written on an occurrence basis;

(b) Property damage insurance covering the shared facilities on an all-risk policy form insuring against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief and collapse. Coverage for other perils shall not be required unless otherwise provided in this document. Such insurance shall be carried in amounts as may from time to time be agreed upon among HRA, KTCA and United Way, but in no event less than full replacement cost of these facilities (less deductible to be shared equally by all parties);

(c) All policies shall be endorsed to provide waivers of subrogation rights against all agents, representatives and employees of the named insured parties;

(d) Such other insurance as shall be determined among HRA, KTCA and United Way from time to time.

All insurance shall not be subject to cancellation or reduction in coverage except after at least 30 days notice to each of the insureds.

3. Allocation of Costs. The costs reasonably incurred by each party in providing the services under Section 1 and procuring the insurance under Section 2 shall be allocated as follows:

	<u>Skyway(s)</u>	<u>Concourse</u>	<u>Shared Service Area</u>
Ramp Parcel	25%	25%	0%
Office Parcel	25%	25%	0% (Until Developed)
KTCA Parcel	25%	25%	60%
Development Parcel	25%	25%	40%

Such costs shall include a management overhead charge equal to 5% of the actual out-of-pocket expenses incurred, and shall be determined by standard accounting practices with allocations and accruals consistent with the chart of accounts of the Building Owners and Manager's Associations International or other similar organization. With respect to the Shared Service Area, said costs shall be shared equitably by the KTCA Parcel and the Development Parcel in proportion to use. At such time as the Office Parcel is developed, the Office Parcel shall commence its contribution to said costs of the Shared Service Area on the same proportional basis. All capital costs incurred subsequent to initial construction of the Shared Facilities and for all systems, facilities and equipment exclusively serving them shall be included, but no capital costs shall be included for systems, facilities or equipment which serve other improvements as well, except as follows:

(a) With respect to the expansion of KTCA dedicated parking and storage space within the service area of the Shared Facilities, the provisions of Section 11.09 of the Contract for Sale of Land for Private Redevelopment dated December 18, 1985 as Amended August 15, 1986 between HRA and KTCA shall govern;

(b) With respect to the potential future expansion of the pedestrian concourse, or the construction of additional pedestrian skyway bridges connecting the block, neither HRA, KTCA nor United Way is obligated to contribute to the initial capital costs of this construction under the terms of this Agreement. However, if these

additional Shared Facilities are constructed, HRA, KTCA, and United Way, their successors or assigns, shall be obligated to pay the costs of operation, maintenance, and insurance as provided in the Operating Agreement and this Section 3.

4. Payment.

(a) Prior to the beginning of each calendar year, each party providing services under Section 1 or procuring insurance under Section 2 ("Provider") shall compute and deliver to the others ("Users") a bona fide estimate of the costs therefore. The Users shall pay to the Provider such User's allocated portion of such cost in equal monthly installments on or before the first day of each month of such calendar year. As soon as practicable after the end of each calendar year, the Provider shall deliver to the Users a written statement ("Annual Statement") setting out in reasonable detail the actual cost thereof and certified to be correct by an officer or general partner of the Provider. If the aggregate of the monthly installments actually paid by a User differs from the amount determined from the Annual Statement, such User shall pay or the Provider shall refund the difference, as the case may be.

(b) If during any calendar year any major repairs or replacements to the shared Facilities are required which are not budgeted as part of the costs under Section 4 (a), the Users shall pay to the Provider such User's allocated portion of such cost within 10 days of invoice therefore. Except in an emergency, the Provider shall furnish the Users an estimate of the cost prior to commencing such work.

5. Examination of Records. Each User may at its cost examine the Provider's books relating to costs incurred in connection with the Shared Facilities if requested within 180 days after receipt of the Annual Statement of such cost. Examination shall be made during normal business hours with reasonable prior notice. Each Annual Statement shall be considered as final and binding on the Users except to the extent of any written exception delivered to the Provider within 210 days of the giving of such Annual Statement. If the Provider and Users cannot agree on the actual cost within 30 days after delivery of the exception, the dispute will be referred to a mutually selected certified public accountant, whose decision shall be final.

6. Effect of Sale. HRA and each successor owner of the Ramp Parcel and the Office Parcel shall be liable only for such obligations of HRA under this Agreement as accrue during its respective period of ownership so long as the successor owner of each parcel assumes such obligations in writing. KTCA and each successor owner of the KTCA Parcel shall be liable only for such obligations of KTCA under this Agreement as accrue during its respective period of ownership so long as the successor owner of the KTCA Parcel assumes such obligations in writing. United Way and each successor

owner of the Development Parcel shall be liable only for such obligations of United Way under this Agreement as accrue during its respective period of ownership so long as the successor owner of the Development Parcel assumes such obligations in writing.

7. Notices. Any notice or other communication under this agreement shall be deemed given when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed:

if to HRA: 13th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102
Attn: Executive Director

if to KTCA: 172 East Fourth Street
Saint Paul, Minnesota 55101
Attn: Building Operations Manager

if to United Way: 166 E. Fourth Street
Saint Paul, Minnesota 55101
Attn: Property Manager

8. General. This Agreement is binding on and inures to the benefit of HRA, KTCA, and United Way and their respective successors and assigns. This Agreement is their sole agreement respecting operations of the Shared Facilities and is intended to supercede and amend any conflicting provisions of previous bi-party agreements. It shall be governed by and construed under the terms of the Declaration and under the laws of Minnesota. It may not be amended or modified except by a writing signed by a duly authorized person representing each of the parties.

IN WITNESS OF THIS AGREEMENT, it has been executed as of the date set out at its head.

Approved as to Form:

Assistant City Attorney

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

By _____

Its _____

By _____

Its _____

By _____

Its _____

TWIN CITIES PUBLIC TELEVISION, INC.

By *John W. [Signature]*

Its *President & CEO*

THE UNITED WAY OF THE SAINT PAUL AREA, INC.

By _____

Its _____

Wellington
MANAGEMENT, INC.
DEVELOPMENT, LEASING AND PROPERTY MANAGEMENT

May 29, 1996

Mr. Joe McDonough
St. Paul Fire
100 11th Street East
St. Paul, MN 55101

Dear Joe:

Per your letter and list of corrections (#58782) dated May 21, 1996 for the First Trust/KTCA sky bridge please find enclosed the Operating Agreement between KTCA, HRA and the United Way.

I understand this is the only item on the list of corrections required by me or United Way. The others are to be taken care of by KTCA, and we only need to submit our share of the cost to KTCA upon receipt of an invoice.

If there is anything else Don Menier or I need to do, or if you have any questions please contact me at 292-9844.

Sincerely,

Kristen Ives

Kristen Ives
Assistant Property Manager

Enclosure

cc: Don Menier

DEPARTMENT OF FIRE AND SAFETY SERVICES
Timothy K. Fuller, Fire Chief

DIVISION OF FIRE PREVENTION
Steven Zaccard, Fire Marshal



CITY OF SAINT PAUL
Norm Coleman, Mayor

100 East Eleventh Street
Saint Paul, MN 55101

Telephone: 612-228-6230
Facsimile: 612-228-6241

MAY 21, 1996

JOE MCDONOUGH - ST PAUL FIRE
100 11TH ST E
SAINT PAUL MN 55101

RE: Certificate of Occupancy with Corrections
36 SKY BRIDGE FIRST TRUST/KTCA No. of Units:

Dear Property Representative:

On MAY 9, 1996, a Certificate of Occupancy inspection was made of your building at the above-property location. Approval for occupancy will be granted upon completion of the attached Corrections List.

The items on the list must be corrected immediately. Failure to do so may result in the revocation of the Certificate of Occupancy or a citation. The Saint Paul Legislative Code requires the maintenance of a Certificate of Occupancy. A reinspection will be made after JUNE 21 1996, or as otherwise noted.

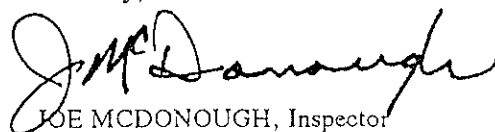
YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE ATTACHED LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.

For inquiries about orders or requests for alternative methods of compliance, call me at 228-6209 between 7:30 a.m. - 9:00 a.m. If you consider these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 170 City Hall (266-8989) within 10 days of the date of the original orders.

Corrections requiring construction, electrical, plumbing, heating, sprinkler or gas piping work must be done under permit and with the approval of the Building Inspection and Design Division, 350 St. Peter Street, Suite 310, Saint Paul, Minnesota 55102, (266-9001).

Please help to make Saint Paul a safer place in which to live and work.

Sincerely,


JOE MCDONOUGH, Inspector

Attachment(s)

Cors-3

DEFICIENCY/CORRECTION LIST

58782

MAY 21, 1996

PAGE 2

RE: 36 SKY BRIDGE FIRST TRUST/KTCA

1. PROVIDE PAINT PROTECTION PER
PREVIOUS ORDER.

34.32 (1) C.
EXTERIOR PAINT

2. REPAIR OR REPLACE #4 LOWER PANEL,
SE. QUADRANT.

pricing out

140.10 (2).2 34.32 .

3. INTERIOR PAINTING REQUIRED
(HANDRAIL) WILL BE COVERED WITH
THE EXTERIOR PAINT CONTRACT.

34.33 (6).2.

4. REPAIR OR REPLACE CARPET TREAD
NOSING--KTCA STEPS.

to Linda McCormick

140.10 (2).6.

5. PROVIDE A COPY OF THE MAINTENANCE
AGREEMENT.

140.01.

P.E.D.
 Steve Thompson
 228-3212
 February 27, 1989

DEPARTMENT
 CONTACT NAME
 PHONE
 DATE

Green Sheet

ASSIGN NUMBER FOR ROUTING ORDER: (See reverse side.)

1 Department Director
2 Finance and Management Services Director
3 Budget Director
3 City Attorney (Phil Byrne)

5 Mayor (or Assistant) St 3/3
4 City Clerk
2 Bobbie Dinzeo, HRA Asst. Sec.
7 Steve Thompson 1300 Ann PED

TOTAL NUMBER OF SIGNATURE PAGES: 7 (each for City & HRA) (Clip all locations for signature.)

WHAT WILL BE ACHIEVED BY TAKING ACTION ON THE ATTACHED MATERIALS? (Purpose/Rationale)

Execution of Skyway Agreement by officials of the City and HRA effects construction of skyway bridge over Fourth Street connecting the First Trust Center/333 On Sibley and Block L/Minnesota Telecenter complex per City Council Final Order (C.F. 88-1770) passed 12/15/88 and HRA approval by Resolution No. 89-2/15-3 adopted 2/15/89.

COST/BENEFIT, BUDGETARY, AND PERSONNEL IMPACTS ANTICIPATED:

Approved budget as follows:

Special Assessment (C.F. No. 88-1770)	\$295,500
State of MN Grant (HRA Resol. No. 88-2/17-3)	237,500
Parking & Transit Fund (C.F. No. 86-1144)	97,000

TOTAL \$630,000

FINANCING SOURCE AND BUDGET ACTIVITY NUMBER CHARGED OR CREDITED:

(Mayor's signature not required if under \$10,000.)

Total Amount of Transaction: \$630,000

Activity Number: 66051

Funding Source: City PIR Fund (to be reimbursed from above Sources)

ATTACHMENTS: (List and number all attachments.)

1. HRA Resolution and City Council Final Order
2. Skyway Agreement with 7 signature pages each for City and HRA execution.

ADMINISTRATIVE PROCEDURES

Yes X No Rules, Regulations, Procedures, or Budget Amendment required?
Yes No If yes, are they or timetable attached?

DEPARTMENT REVIEW

X Yes No Council resolution required?
 Yes X No Insurance required?
 Yes No Insurance attached?

CITY ATTORNEY REVIEW

Resolution required? Yes No
 Insurance sufficient? Yes No

CITY OF ST. PAUL
FINAL ORDER

COUNCIL FILE NO. 88-1770

By *William Wilson*

File No. 18535

Voting
Ward

2

In the Matter of constructing a public skyway bridge and support structure connecting the First Trust Center (180 E. Fifth Street) and the 333 on Sibley Building and crossing to connect to the Block L/ Minnesota Telecenter complex currently under construction. Bridge to be constructed across Fourth Street between Sibley and Jackson Streets.

under Preliminary Order

88-1572

approved

9-27-88

The Council of the City of Saint Paul has conducted a public hearing upon the above improvement, due notice thereof having been given as prescribed by the City Charter; and

WHEREAS, The Council has heard all persons, objections and recommendations pertaining to said proposed improvement and has fully considered the same; now, therefore, be it

RESOLVED, That the Council of the City of Saint Paul does hereby order that the above-described improvement be made, and the proper City officers are hereby directed and authorized to proceed with the improvement; and be it

FURTHER RESOLVED, That upon the completion of said improvement, the proper City officers shall calculate all expenses incurred therein and shall report the same to the City Council in accordance with ~~Chapter 429 of the City Charter~~ Chapter 429 Minnesota State Statutes.

COUNCIL PERSON
Yeas *Dimond* Nays
Goswitz
Long
Rettman
Scheibel
Sonnen
Wilson

7 In Favor
0 Against

Adopted by the Council: Date DEC 15 1988

Certified Passed by Council Secretary

By *Albert B. Olson*

George L. Linn

Mayor

DEC 16 1988

PUBLISHED DEC 24 1988

R E S O L U T I O N N O . 89-2/15-3

RESOLUTION AUTHORIZING THE EXECUTION OF A
AGREEMENT FOR A SKYWAY BRIDGE ACROSS FOURTH
STREET BETWEEN SIBLEY AND JACKSON STREETS,
DOWNTOWN DISTRICT 17

WHEREAS, on December 15, 1988, the City Council approved the Final Order, Council File No. 88-1770, for construction of a skyway bridge across Fourth Street between Sibley and Jackson Streets, the skyway bridge will connect the First Trust Center (180 East Fifth Street) and the 333 on Sibley Building to the Minnesota Telecenter/Block L complex currently under development;

WHEREAS, an "Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Fourth Street between Jackson and Sibley Streets and Associated Pedestrian Concourses" has been signed by the owners of the First Trust Center and 333 on Sibley buildings, the HRA, as owner of the property on Block L to which the bridge will connect, is a party to this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Saint Paul, that execution of a Skyway Agreement for a Skyway Bridge across Fourth Street between Sibley and Jackson Streets is hereby authorized to be executed by Executive Director and Assistant Secretary of the HRA, Director of Finance and Management of the City of Saint Paul and approved as to form by the City Attorney's office.

AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE OVER FOURTH STREET
BETWEEN JACKSON AND SIBLEY STREETS
AND ASSOCIATED PEDESTRIAN CONCOURSES

BLOCK "L" - HRA
FIRST TRUST CENTER
333 ON SIBLEY

THE CITY OF SAINT PAUL

1988

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- G. Statement of Approval of Proposed Improvement Project and Waiver of Right to Appeal Costs as Estimated

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of DECEMBER, 1988, by and among the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "HRA"; the ST. PAUL-BURLINGTON LIMITED PARTNERSHIP, an Illinois limited partnership, hereinafter referred to as "Burlington"; and KEITH T. and DIANE N. HARSTAD, hereinafter referred to as "Griggs".

WITNESSETH:

WHEREAS, the City and the HRA, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District, hereinafter referred to as the "System"; and

WHEREAS, the City, pursuant to Chapter 764, Laws of Minnesota 1973, is authorized to operate the System; and

WHEREAS, the HRA is the owner of a portion of that block bounded by Kellogg Boulevard, and Fourth, Jackson and Sibley Streets in St. Paul and more particularly described in Exhibit D of this agreement, City of Saint Paul; hereinafter referred to as Block L; and

WHEREAS, Griggs is the owner of a building and structures on the northeasterly part of that block bounded by Fourth, Fifth,

Jackson and Sibley Streets in St. Paul, located on land more particularly described as Lot 1, Block 2, Auditor's Subdivision No. 32, and Lots A and B, Drake's Rearrangement "A", City of Saint Paul, hereinafter referred to as the "333 on Sibley Building"; and

WHEREAS, Burlington is the owner of a building and structures, now known as the First Trust Center, on the remainder of the above block, located on land more particularly described as Lots 2 to 15, and Lots C and D, Drake's Rearrangement "A", City of Saint Paul, hereinafter referred to as the "First Trust Center"; and

WHEREAS, this Agreement touches and concerns the real property, described as follows in Exhibit D attached hereto; and

WHEREAS, Burlington, Griggs and HRA agree to the construction of a skyway pedestrian bridge across Fourth Street from the First Trust Center and 333 on Sibley Building to the improvements to be constructed on Block L (hereafter the term "Block L" shall mean those certain improvements to be constructed on the property more particularly described in Exhibit D); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the First Trust Center to the skyway bridge across Fourth Street and, by public easement, into Block L and declare their intention to so extend the System; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of Block L, 333 on Sibley Building and the First Trust Center; and

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

WHEREAS, substantial public monies will be expended for the design and construction of a skyway bridge connecting Block L with the First Trust Center and 333 on Sibley Buildings; and

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

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

CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The City agrees to design and cause to be constructed a skyway bridge connecting Block L with the First Trust Center and 333 on Sibley Buildings in accordance with the concept design schematic dated 7/15/88 revised 9/30/88 attached hereto as Exhibit "F" and City approved plans and specifications prepared by Hammel, Green and Abrahamson, and reviewed by Burlington, HRA and Griggs. City will accomplish any mechanical, electrical, drainage and security systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract. The total design and construction costs for said skyway bridge,

including those costs relating to support structures over the alley and within the buildings, and improvements at bridge ends, (hereinafter termed the "Project"), shall be allocated to and paid by the parties as follows:

\$147,750 (principal amount) by Burlington; \$147,750 (principal amount) by Griggs; and the balance by HRA. It is hereby agreed that the City will assess the respective amounts owing by Burlington and Griggs in twenty (20) equal annual installments of principal together with interest at the rate of 9.0% per annum on the outstanding principal balance as an assessment against the real property (both land and buildings) described herein (a) as the "First Trust Center" in the case of Burlington, and (b) as the "333 on Sibley Building" in the case of Griggs. The first installment of said assessment shall be due and payable in the year following completion of the Project.

As further evidenced by their Petition attached as Exhibit G, Burlington and Griggs for themselves and for their successors and assigns agree that the skyway bridge and its related appurtenances and support structures are public improvements and benefit their buildings and land, and that their respective share of costs therefor may be included in the property assessment roll submitted by the City to the County, for collection of real estate taxes, without compliance with normally applicable statutory, Charter or ordinance provisions. In connection solely with the inclusion of all such amounts in the said assessment roll, Burlington and Griggs for themselves and for their successors and assigns hereby waive and release all rights, remedies, protections, procedures or benefits accruing to them under chapters 13 and 14 of the Saint Paul City Charter, chapter

64 of the Saint Paul Administrative Code, chapter 429 of the Minnesota Statutes, and any other law, rule, statute, ordinance or regulation relating to assessments or their collection. Such waiver and release includes and applies (without any limitation implied by the following specification) to notice, hearing and any other opportunity to be heard, appeal and/or other appellate rights, trial de novo, and any lack of compliance by any officer, agent, employee, board or Council of the City with the requirements or provisions of a constitution, statute, charter or ordinance on or related to assessments. The foregoing waiver and release shall not be construed to be amended or modified in any respect if the assessment hereunder is included in some or all of the normal or customary assessment procedures of the City.

2. Support Structures for the Bridge Within Buildings Over Private Property. HRA shall finance and construct facilities and/or improvements on Block L sufficient to permit the erection of a bridge and provide the necessary bridge support structures in Block L. Similarly, Burlington and Griggs shall each be responsible for necessary support structures within their respective buildings.

3. Bridge HVAC, Lighting, Drainage Systems. Said skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage as provided for in the plans and specifications referred to in paragraph one hereof. In addition,

and supplemental thereto, the mechanical, electrical and roof drainage systems (including HVAC) of the bridge shall be tied into the respective systems within Block L, which systems shall be of sufficient capacity to serve the bridge. The mechanical and electrical systems (including HVAC) of the building structure over the private alleyway constructed to connect to the northerly end of the bridge shall be tied into the respective systems of the First Trust Center and 333 on Sibley Buildings as provided by the approved plans and specifications; and the roof drainage system of the building structure over the private alleyway shall flow into the respective system of the skyway bridge and Block L as provided by said plans and specifications. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall each be connected to the respective Block "L" systems per the approved plans. The said skyway bridge shall also include finishing at skyway bridge ends, a linear metal ceiling, terrazzo floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and automatic sliding glass doors at both ends of the bridge. The bridge costs in this paragraph are part of the total design and construction costs for the "Project".

4. City Assignment of Warranties. City 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 or assign(s) of the buildings abutting

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

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS.

5. Concourse Access. HRA shall at its expense construct and be responsible for pedestrian concourses, and for vertical access facilities to the bridge between concourses at the first and second levels with respect to Block L, and Burlington shall at its expense construct and be responsible for pedestrian concourse facilities with respect to the First Trust Center, each in accordance with this Agreement. In addition, the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, shall apply to the concourse areas within Block L, and the General Policy Statement for the

Construction of the Saint Paul Skyway System adopted January 18, 1980, shall apply to the concourse areas within the First Trust Center. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be as described and shown on Exhibits B, C and F attached hereto.

6. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse within the First Trust Center and 333 on Sibley Buildings to the skyway bridge and to the building structure over the private alleyway herein, and access thereto, shall be borne by Burlington and Griggs, respectively, each only for the portions of concourse within their own buildings or on their own property.

EASEMENTS AND HOURS

7. Grant of Easement and Hours. Burlington, Griggs and HRA each hereby agree to grant to the City a public easement for the pedestrian skyway system through the First Trust Center, 333 on Sibley Building and Block L, respectively, located in accordance with Exhibits B and C attached hereto. Said easements to be granted shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the First Trust Center, 333 on Sibley Building and Block L 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 concourses provided for in the First Trust Center, 333 on Sibley Building and Block L shall be open for public ingress, egress and transit from 6:00 A.M. to 2:00 A.M., seven days a week, but nothing herein shall prohibit the respective property owners from opening such facilities to extended hours. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

8. (a) Block L Description. The new public easement to Block L shall be in accordance with Exhibit B, generally located as described therein, and affording connections with possible future skyway bridges in Lowertown. (b) First Trust Center Description. The new public easement through the First Trust Center, and in the air rights over private property between the First Trust Center and 333 on Sibley Buildings shall be in accordance with Exhibits C and F and shall commence at the southeasterly property line of Burlington and Griggs, where the skyway bridge over Fourth Street will cross the property line to connect to the First Trust Center and 333 on Sibley Buildings, and shall extend as described in said Exhibits. Such easement shall include a "Project" elevator or lift in the building

structure over the private alley for the use of handicapped persons traveling between levels, which elevator or lift shall be available for such use during all hours of bridge and concourse operation and access to the public.

9. Width of Easement. The public easements provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of the buildings is such that a width of 12 feet is impossible.

10. Easement Survey. City shall at its expense cause the initial easements to be more particularly described by a registered land surveyor following completed construction of the public concourse access areas. Burlington, Griggs and HRA have the right to review the completed survey for accuracy and any errors shall be corrected at City expense.

11. Easements Public and Subject to Law. Burlington, Griggs and HRA 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 which by force of law are applicable to the System shall govern.

12. Waiver of Share in Damages. The City hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid First Trust Center and 333 on Sibley Buildings by condemnation or

under the threat of condemnation. Said waiver applies to the easements through the properties but not to the skyway bridge or its end portions within respective air rights easements.

13. Ownership of Bridge. It is agreed by and between the parties hereto that the skyway bridge between buildings shall at all times be owned by the City, 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

14. City Transfer of Plans, Drawings, Etc. City shall transfer to Burlington, Griggs and HRA copies of all plans, specifications, drawings, operating manuals, written warranties, etc., and any other documents necessary to or useful in the maintenance, repair and operation of Project facilities and the electrical, drainage, and HVAC utilities in and serving the skyway bridge.

15. Scope of Maintenance; Approval of Modifications. Burlington, Griggs and HRA further agree to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts, including electrical, drainage and initial HVAC facilities in and serving the skyway bridge, at their sole expense, without cost to the City. Such maintenance shall be to

a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Such bridge or a part thereof may be temporarily closed to the extent reasonably required to make such repairs or maintenance. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) necessitated by an emergency requiring rapid action, City shall be furnished with both preliminary and final plans and specifications for all additions, alterations, or repairs and replacements to the skyway bridge or support structures, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans and specifications, whether preliminary or final, within 30 calendar days following receipt of such plans and specifications shall be deemed approval.

16. Burlington, Griggs and HRA Agreement to Maintain. Burlington, Griggs and HRA shall enter into a separate written agreement for sharing all maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment; and Burlington and Griggs shall enter into a separate written agreement for such items for the structure connecting the northerly end of the bridge to the First Trust

Center and 333 on Sibley Builidng. It is agreed that HRA will provide, at no cost to Burlington, Griggs, or City, all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge; and that Burlington and Griggs do the same for the structure connecting the northerly end of the bridge to the First Trust Center and 333 on Sibley Buildings without cost to any other party hereto.

17. Maintenance of the Concourse and Carpet. HRA hereby agrees to provide all repairs and maintenance to maintain its pedestrian concourse in Block L to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse; and similarly Burlington and Griggs each so agrees with respect to its portion of the new pedestrian concourse on or within their respective properties and the structure connecting to the northerly end of the bridge. Burlington, Griggs and HRA may temporarily close all or a part of the concourse within their property to the extent reasonably necessary to make such repairs or maintenance. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) necessitated by an emergency requiring rapid action, City shall be furnished with both preliminary and final plans and specifications for all additions, 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 work

contemplated therein. Lack of action on the part of the City to approve or disapprove such plans and specifications, whether preliminary or final, within 30 calendar days after receipt of such plans and specifications shall be deemed approval. If Burlington, Griggs or HRA use or install carpet or other less durable flooring material for concourse corridors, such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined jointly by the City and HRA, and by City with Burlington and Griggs, for their respective corridors, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld.

18. Failure to Maintain, Remedies. If Burlington, Griggs and HRA fail to adequately maintain, repair and operate the said skyway bridge or any of them fail to adequately maintain, repair and operate the pedestrian concourse areas through its respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the defaulting party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost 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 defaulting

party(ies) as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the City cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the City to such time as may be reasonable for curing the condition.

19. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purpose except to the extent permitted by Section 140.08 of the St. Paul Legislative Code as amended.

SURETY BONDS AND INSURANCE

20. \$200,000 Surety Bond; Contractor's Insurance.

Burlington, Griggs and HRA shall together furnish and maintain a surety bond in the amount of \$200,000.00 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 against all expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the skyway bridge, its integral parts and related equipment, and further conditioned upon the property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair and/or removal of the skyway bridge which surety bond shall be in such form as

shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance & Management Services for the City. The cost of such bond shall be shared by Burlington, Griggs & HRA in accordance with their separate agreement. The City shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining, throughout the entire period of construction and erection of the skyway bridge, Project 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, specifications, General Conditions, and Special Conditions of the construction contract.

21. Skyway Hazard, Liability Insurance Cost Shared.

Insurance required by paragraph 23 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Burlington, Griggs and HRA and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Burlington, Griggs and HRA shall enter into as provided herein.

22. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the areas designated as easements for access and the pedestrian concourse shall be a maintenance cost to be assumed respectively by

Burlington, Griggs and HRA for the portions of the pedestrian concourse located within their property.

23. Amount of Insurance. Burlington, Griggs and HRA shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for its portion of the pedestrian concourse, with a duly licensed insurance company, wherein the City shall be designated as an additional insured; 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, \$600,000.00 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

24. Approval, Cost of Signs. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined by the City. The City shall pay the initial cost of such signs. The cost of installing, including electrical connections and mounting hardware (pendants, or

ceiling channel, and support above ceiling), shall be considered part of the cost of construction of the concourse, the liability for the payment of which shall be governed by paragraphs 5 and 6 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose properties such signs are located. If the location of the pedestrian concourse public easement is changed, the said signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by the City, unless the change has occurred at the request or by the action of the party on whose property said signs are located, in which event such party shall pay all costs. If the sign moving requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for skyway signs, and the cost of such change shall be borne as provided in the immediately preceding sentence.

BINDING OBLIGATIONS

25. Subject to City Codes. The parties agree that in the construction, maintenance, repair and operation of the pedestrian concourses, they shall be bound by all City Codes and ordinances governing the System, insofar as they are applicable by force of law.

26. Successors and Assigns Bound. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective

parties, their successors and assigns, and shall continue in force until such time as said System or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

27. Burlington, Griggs and HRA Agreements Not Affected. It is understood that this Agreement does not govern the relationships and agreements by and between Burlington, Griggs and HRA, themselves to each other, other than the requirements of paragraphs 20 through 23 above.

28. Agreement Survives Conveyance, Is Not Merged. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein and shall not be considered merged therein.

29. Owners Retain Property Rights; Obligations Conveyed. 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 the owner (seller) contained in this Agreement thereafter to be

performed; provided that owner's successor fully and without limitation in writing assumes all duties, responsibilities, 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.

30. Effective Date of Obligations - Skyway. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to Burlington, Griggs and HRA the obligations and duties contained in paragraphs 20 and 23 herein above, as to said skyway bridge, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

31. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to Burlington, Griggs and HRA. Seven (7) days thereafter the obligations and duties contained in paragraphs 20 and 23 herein above, as to said pedestrian concourses, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

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

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

and

HRA/City of Saint Paul, Minnesota
Kenneth R. Johnson, Executive Director
13th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

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

b. To: St. Paul-Burlington Limited
Partnership
c/o The Palmer Group of the
Twin Cities, Inc.
180 East Fifth Street
Suite 230
St. Paul, Minnesota 55101

with a copy to:

St. Paul-Burlington Limited Partnership
c/o The Palmer Group, Ltd.
101 North Wacker Drive, Suite 1200
Chicago, Illinois 60606
ATTN: General Counsel

c. To: Keith and Diane Harstad
c/o Harstad Companies
1900 Silver Lake Road
New Brighton, Mn. 55112

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

SAVINGS CLAUSE

33. Skyway Policy Pertinent. The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, attached hereto as Exhibit E, (including any later amendments) is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and concourse areas constructed pursuant to this Agreement. However, with respect to the concourse areas within the First Trust Center, the General Policy Statement adopted January 8, 1980 shall apply. In the event any provision of the General Policy Statement conflicts or is inconsistent with this Agreement, this Agreement shall supercede and be controlling.

APPROVED AS TO FORM

Philip B. Byrne
3-2-89

CITY OF SAINT PAUL

By [Signature]
Its Mayor

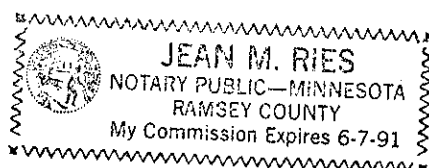
By [Signature]
Its Director, Department
of Planning and Economic
Development

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

By [Signature]
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

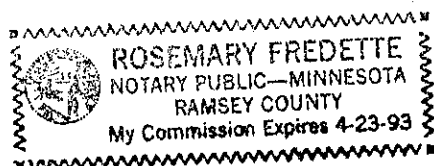
The foregoing instrument was acknowledged before me this 9 day of March, 1989, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Jean M. Ries

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 1st day of March, 1989, by KENNETH JOHNSON, Director, Department 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.

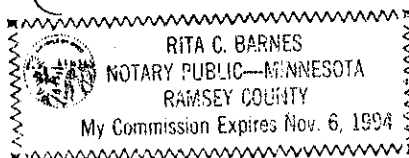


Rosemary Fredette

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 7th day of March, 1989, by EUGENE SCHILLER, 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.

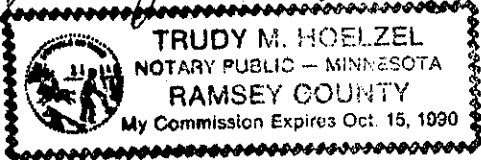
Director's Office
Finance and Management Services
234 City Hall
15 West Kellogg Blvd.
Saint Paul, Minnesota 55102



Rita C. Barnes

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
3 day of March, 1989, 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.

Trudy M. Hoelzel


1989
MAR
17

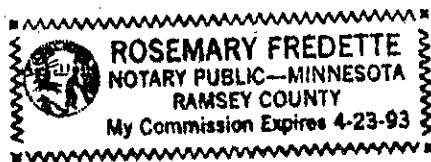
HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL,
MINNESOTA

By *Kenneth Johnson*
Its Executive Director

By *Bobbie Kaye Dinges*
Its Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 1st day of March, 1989, before me, a notary public in and for said county, appeared *Kenneth Johnson* and *Bobbie Kaye Dinges*, who executed the foregoing Agreement on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic, and acknowledged that the said Agreement was signed on behalf of said Authority.



Rosemary Fredette
Notary Public

By 
A general partner

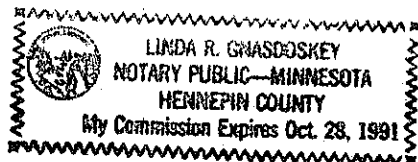
~~28~~
29

Keith Y. Harstad
KEITH HARSTAD

Diane M. Harstad
DIANE HARSTAD

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 12 day of December, 1988, before me,
a Notary Public within and for said County, appeared KEITH
HARSTAD and DIANE HARSTAD, to me personally known, and
acknowledged said instrument.



Linda R. Grasdovsky

GRANT OF EASEMENT

(Form)

WHEREAS, _____ (Name) _____, a _____
(describe Grantor's form or organization and name partners, if
any) _____, which are/is hereinafter called "Grantor",
are/is the owner in fee and of that certain land situated in the
City of Saint Paul, County of Ramsey, State of Minnesota, more
particularly described in Exhibit 1, attached hereto, hereinafter
called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated
_____ by and among the _____ (name
of third party) _____, the City of Saint Paul, a public
easement for purposes of pedestrian ingress, egress and transit
through Grantor's Property for the pedestrian Concourse System of
the City of Saint Paul, hereinafter the "System".

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

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

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

EXHIBIT A

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

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the City of Saint Paul, such approval not to be unreasonably withheld and, on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor. The Grantor shall submit the proposal or a change in location of the easement to the Grantee before making any changes. The Grantee shall have ninety (90) days after the submission in which to approve or reject the submission. If the Grantee rejects the submission, it must do so in writing within the ninety (90) day period, and in such writing set forth in detail the reasons for such rejection. If the Grantee fails to reject the submission within the ninety (90) day period, its consent shall be conclusively presumed.

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

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

building(s) be reconstructed or replaced, Grantor, his successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

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

TO HAVE AND TO HOLD said public easement for pedestrian ingress, egress and transit until the System is vacated or abandoned in the manner permitted by law or terminated, in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this _____ day of _____, 198__.

By _____
Grantor's _____

By _____
Grantor's _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a Notary Public in and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____, of said Grantor, and that _____ and _____ acknowledged said instrument was the free act and deed of said Grantor.

Fourth Street

Jackson Street

Kellogg Boulevard

Sibley St.

United Way

Minnesota Telecenter
Twin Cities Public Television

Lowertown Ramp below



EASEMENT LOC.

EXHIBIT "B"
SKYWAY LEVEL

Fifth Street

link structure

private alley

STRUCTOR
ALLEY (LINK)

FIRST TRUST CENTER

Jackson Street

Fourth Street

EXHIBIT "C"

Level "D"

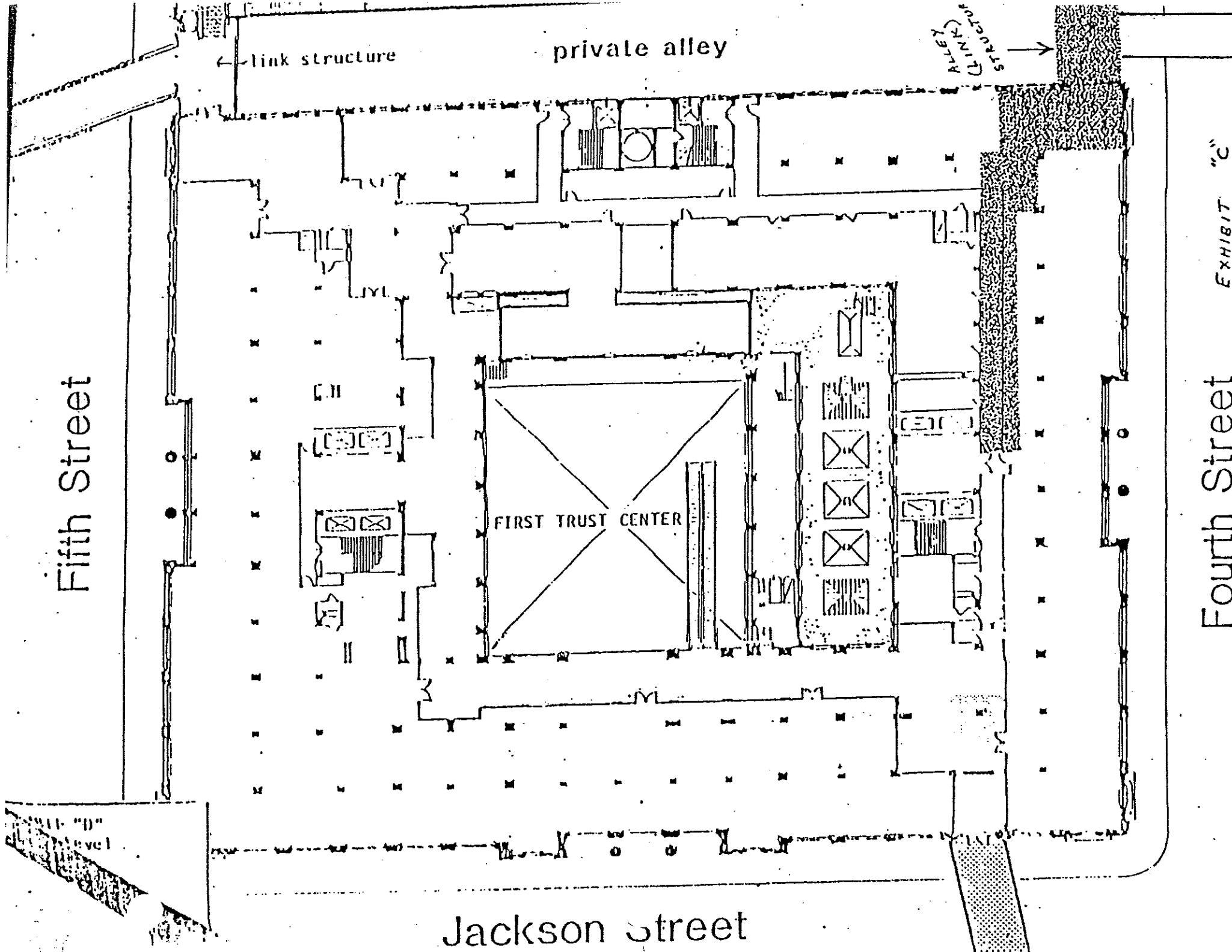


EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY

First Trust Center Legal Description:

Lots 2 through 15, together with Lots C and D, Drake's Rearrangement "A", City of Saint Paul

333 on Sibley Building Legal Description:

Lot 1, Block 2, Auditor's Subdivision No. 32, and Lots A and B, Drake's Rearrangement "A", City of Saint Paul

Block L Legal Description:

All that certain parcel or parcels of land in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described as follows:

TRACT 1:

That portion of Lot 1, Block 4, Capital Centre No. 1 lying within the following described lines: Commencing at the most Northerly corner of said Lot 1; thence South 37 degrees 00 minutes East, 83.67 feet; thence South 53 degrees 00 minutes West, 88.16 feet to the point of beginning of the lines to be described; thence continuing South 53 degrees 00 minutes West, 18.0 feet; thence Northwesterly to a point in the Northwesterly line of said Lot 1 distant 106.16 feet from the most northerly corner thereof; thence North 53 degrees 24 minutes 20 seconds East along said line, m 18.0 feet; thence Southeasterly to the point of beginning.

TRACT 2:

That portion of Lot 1, Block 4, Capital Centre No. 1, above elevation 55.50 feet (City of St. Paul Datum) and lying within the following described lines: Commencing at the most Northerly corner of said Lot 1; thence South 37 degrees 00 minutes East, 252.32 feet to the Northwesterly line of Kellogg Blvd.; thence South 53 degrees 13 minutes 40 seconds West, 105.92 feet to the point of beginning of the line to be described; thence continuing South 53 degrees 13 minutes

40 seconds West, 0.24 feet; thence North 37 degrees 00 minutes West, 168.23 feet; thence North 53 degrees 00 minutes East, 18.0 feet; thence South 37 degrees 00 minutes East, to the Northwesternly line of Kellogg Blvd., thence South 53 degrees 13 minutes 40 seconds West, along said Northwesternly line of Kellogg Blvd. to the point of beginning.

GENERAL POLICY STATEMENT
FOR THE CONSTRUCTION OF THE
SAINT PAUL SKYWAY SYSTEM

ADOPTED BY THE
CITY COUNCIL OF
SAINT PAUL, MINNESOTA
JANUARY 8, 1980
REVISED MARCH 10, 1987

DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT
OF THE CITY OF SAINT PAUL, MINNESOTA

This Policy Statement Supersedes
and replaces the
General Policy Statement
Pedestrian Concourse System
Downtown Urban Renewal Project
Minn. R-20
Adopted by the
Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota
GENERAL POLICY STATEMENT
FOR CONSTRUCTION OF
THE SAINT PAUL SKYWAY SYSTEM

EXHIBIT "E"

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A. PURPOSE AND GENERAL DESCRIPTION

Beginning with the Downtown Urban Renewal Project Area--Minn. R-20, the Housing and Redevelopment Authority of the City of Saint Paul has developed a skyway system in downtown Saint Paul.

As used herein, the term "skyway system" is inclusive and encompasses the following: (1) concourse corridors, (2) node points in the concourse corridors, including, where feasible, one major node central to each block, generally at the point where several concourse corridors intersect, (3) bridges spanning streets, (4) certain vertical access facilities connecting the concourse corridors to public streets or other public property. The original purpose of this skyway system was to divert pedestrians from the minimal width street level sidewalks, enabling pedestrian traffic to move in an enclosed environment protected from adverse weather and vehicular traffic. The skyway system has significantly reduced pedestrian-vehicle conflicts at street level, particularly during periods of peak traffic, thereby permitting a smoother flow of vehicular traffic and greater safety for the pedestrian.

Another important benefit of the skyway system is the opportunity afforded developers to provide shop and office space abutting the concourse. In the use of such shop space, the public will be unhindered by adverse weather conditions and traffic, thereby promoting the desirability of shopping and doing business in the connected buildings and contributing to the economic strength of Downtown Saint Paul. The skyway system, through the efforts of the developers, also may contain sculpture, water displays, artworks, and other elements contributing to the aesthetic and cultural enrichment of the citizens of the City, thereby becoming a focus of activity in the downtown area. The general location of the existing skyway system, including concourse corridors, nodes, vertical access facilities and bridges is shown on the attached map.

B. DEVELOPMENT PREMISES AND CONSIDERATIONS

Incorporation of the public skyway system into private development and building ownership presents some unique implications for both the public, owners, and redevelopers. With recognition of the public and private interests involved in the skyway system, certain premises have been established relating to the system, and these premises are basic to the regulations and development criteria established for the skyway system as set forth in the succeeding section. The following premises apply to the entire skyway system, even though portions of the system may be built by private building owners or developers:

1. The skyway system will be entirely enclosed and capable of being heated and cooled to a temperature comparable to that maintained in office and retail areas. The term "enclosed" shall mean protected from the weather, though the area of the skyway system need not necessarily be confined by its own walls. The concourse corridors and bridges will be constructed with a minimum width of 12'0", except where in the judgment of the City, physical limitations of existing buildings, such as column spacing, fixed vertical element locations, window opening, etc., render achievement of a 12'0" width impractical, or would constitute an undue hardship to the owner. In such instances, a lesser width may be allowed.

2. The success, that is the degree of utilization of the skyway system, will be directly related to the convenience and comfort it affords pedestrians in the downtown.

3. Any and all public expenditures for the skyway system must be limited only to those improvements that are of public benefit. While adjacent buildings may derive peripheral benefit from a public skyway abutting their properties, no segment of the skyway system or its facilities that are of primary benefit to private interests can be constructed with public monies. The City shall reserve to itself the sole and final determination as to what improvements are of public benefit.

4. The skyway system must have a design identity of its own, distinguishing it from other areas with public access within buildings as an aid to citizens in finding their way throughout the system. Further, where there is a public easement in the skyway system, it must be possible to readily identify those public areas so that citizens are cognizant of the location of the skyway path. The system must possess directional clarity and be accessible, identifiable and continuous.

5. The skyway system must functionally and visually help to unify the downtown. Concourse corridors should be urban in character and should provide a variety of special experiences; they should not be of monolithic design throughout the system's length. The skyway system should possess a variety of floor to ceiling heights and abut spaces of varying design and activities. Nevertheless, it must still possess enough common elements to provide the directional clarity, continuity and identity required.

C. SKYWAY SYSTEM ELEMENTS DEFINED

The skyway system consists of six elements:

1. Concourse Corridors - Concourse corridors will run through a block from building face to building face connecting to a skyway bridge. The primary public purpose of such concourse corridors is the accommodation of pedestrian travel from point to point, and as such, a minimum width of 12'0" is established for such elements.

2. Nodes - Nodes are the points of intersection of several concourse corridors and/or the location of a vertical access facility. At such points, pedestrian traffic is likely to be heavier and moving in varying directions, directional decisions are made, and other activities may be occurring. Such nodes must clearly possess a design identity and character separating them from abutting private areas, and must be primarily oriented to the public purpose of accommodating pedestrian travel in the skyway system, including orientation, direction changes, and congregation or vertical movement to street level. The size and configuration of the node will be dependent upon the number of concourse corridors intersecting its location within the downtown and the overall skyway system, and the amount and nature of anticipated pedestrian activity within the node. The node must be large enough to accommodate anticipated pedestrian activity and to constitute a special area of importance within the overall skyway system. Therefore, a wider than 12-foot minimum concourse area will be required, where possible, at one major node in each block and may be necessary at other nodes. Secondary nodes may also occur in some instances, especially at points of vertical access to the street. Where appropriate, such areas shall also have a width wider than the minimum 12 feet appropriate for concourse corridors. It is desirable to achieve an integration of the street and skyway levels at the node areas; therefore, exposure to the ground level is encouraged.

3. Bridges - Bridges generally span streets and sidewalks between property lines and perform essentially the public function as concourse corridors; therefore, the bridges will be built with a minimum clear width of 12'0". Also, the City of Saint Paul currently requires a minimum bridge height clearance of 17'4" at the center of the street which it spans. Bridges may span private property but must connect to an acceptable segment of the basic skyway system, giving access to a public street or other public property. Bridges will be of a consistent design throughout the downtown area, consisting basically of exposed steel vierendeel trusses painted deep brown, with terrazzo floors, clear glass and dark bronze curtainwalls.

4. Tunnels - While the skyway system does not currently include tunnels, they may become necessary in certain circumstances in the future. Any future tunnel connections should be handled very carefully in order to maintain a pleasant pedestrian environment. The design and construction standards included in this document for bridges should be applied to tunnels, if and when they are added to the system.

5. Bridge Support Structures and Services - Bridge support structures will support the bridges at either end and will be contained within the buildings unless it is structurally necessary to provide bridge supports independent of the building. All supports independent of buildings shall be outside existing or proposed rights-of-way of public streets, wherever possible. Bridge services are defined as those electrical and mechanical systems which supply fresh air and provide heating, cooling and electrical service to the bridge. Also included is the roof drainage system.

6. Vertical Access Facilities - Vertical access facilities in the form of either stairs or escalators provide access to the concourse nodes, corridors, and the bridges from the street. Vertical access between the concourse and street level will be required throughout the skyway system with escalators being required at the principal points of access to the skyway system. Generally, vertical access should be provided at or near each end of the bridges crossing streets and may also be required at other locations within the system. Elevators will also be required within each building in the skyway system to provide vertical access for the handicapped.

D. COST SHARING AND FUNDING POLICY

The following cost sharing and funding policy applies to all skyway system elements (concourse corridors, nodes, bridges, bridge support structures and services and vertical access facilities) not under a construction contract at the time of the adoption of this policy by the City Council, unless otherwise specifically exempted from this policy by the City Council. Such skyway system elements specifically exempted by the City Council will be covered by the General Policy Statement - Pedestrian Concourse System - Downtown Urban Renewal Project - Minnesota R-20, as adopted by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Revised August, 1972.

This cost sharing and funding policy is considered to be consistent with St. Paul's adopted Capital Allocation Policies. The skyway system is considered to be a Service System Improvement and any proposal for an addition to the existing skyway system must be based on the merits of each proposal as to its economic benefit to the City. The sole and final determination for each addition to the existing skyway system will rest with the City Council.

1. Bridges - The City may pay a portion of the total cost of each skyway bridge, including construction costs, architect's fees and other associated costs. The exact amount will be negotiated between appropriate City staff and benefiting building owners or developers based on the City's downtown development priorities. The City Council will make the final determination on the exact cost to be borne by the City.

2. Concourse Corridors and Nodes - Benefiting building owners or developers will pay all costs for constructing, remodeling or reconstructing their buildings to provide acceptable concourse corridors and nodes through their buildings.

3. Bridge Support Structures and Services - The developer or building owner at each end of the bridge will be responsible and will pay all costs for the provision of structural supports within their respective properties, which are necessary to accommodate the bridge. The City will not be financially responsible for such increased support structure, nor will the City build independent supports for the bridge upon private property at either end at its expense.

With respect to bridge services, the building owner or developer, at his/her expense, will provide and connect the mechanical and electrical systems of his/her buildings to the bridges and supply to all necessary facilities for fresh air, heating, cooling, and electrical power, unless the building owner or developer is advised that a previously constructed building already supplies such facilities. Where a bridge connects the improvements of one developer or building owner with that of another developer or building owner, each party so connected shall be responsible for agreeing as to how they will share the cost of providing the required mechanical and electrical services to the bridge. Such a cost-sharing agreement must be reached by the affected parties and submitted to the City for its review prior to the start of bridge construction.

For bridges connecting new buildings for which the location is determined at the time of working drawing preparation, the developer's working drawing and specification will include mechanical and electrical equipment design, location and connections to supply necessary services to the bridges. For bridges where precise location is not yet determined at the time of working drawing completion on the building, the developer must agree to retain the service of its architect, at the time such bridge location is determined, to provide necessary design services as stated above.

The building owner or developer must agree to retain the services of its architect to provide information, drawings, documents, and to spend the time necessary with the City's architect in order to coordinate the provision of mechanical and electrical facilities to the bridge and to resolve all structural, aesthetic and related matters relative to bridge connections.

All such design, consultation and coordination will be accomplished in a timely manner so as to permit construction of the bridge as soon as the two buildings to which the bridge connects are capable of receiving the bridge.

4. Vertical Access Facilities - Vertical access facilities will be installed by the benefiting building owner or developer at no cost to the City. Existing vertical access facilities should be used wherever possible. The City Council may, at its sole and final determination, require the installation of escalators or elevators as part of the skyway system. The Benefiting building owner or developer will pay all costs of such vertical access facilities.

5. Directional Signs - The City will pay for the initial manufacture of all illuminated directional sign boxes and faces within buildings. The Benefiting building owner or developer will pay all costs for supports, electrical service, installation, operation, maintenance, repair and replacement of such signs. Such directional signs shall be installed by the building owner or developer upon completion of construction of the skyway bridge, or bridges, for public use.

E. DESIGN AND MATERIALS REQUIREMENTS AND STANDARDS

The skyway system's identity, design consistency, and ease of orientation are necessary if the skyway system is to function effectively. The City has established design and materials requirements for the skyway system. The design of the skyway system within each block shall adhere to these requirements. Two major components of the skyway system, bridges and the concourses, need to be treated differently. While the design and materials of the bridges should stress uniformity and consistency throughout the downtown, the concourse corridors should provide a variety of experiences for the skyway pedestrian.

1. Concourse Corridors

Concourse corridors should be light and airy spaces and create an inviting atmosphere. The pedestrian should encounter a variety of design experiences while traversing the system.

(a) Skyway System Symbol - A graphic symbol has been developed for the skyway system. Such symbol shall be used to indicate the location of the skyway system within the building in a manner approved by the City, and on such skyway signage as the City may provide. No other use of the symbol will be permitted.

(b) Skyway System Graphics - Graphics will play a vital role in orientation in the skyway system, and through consistency of design and placement, will also constitute a vital element in achieving skyway system identity. The City will be responsible for the design and location of all skyway system graphics; the types of graphics and general location criteria are as follows:

i. Directional Signs - Directional signs are the largest and most conspicuous signs in the skyway system. They are used to give directions to streets and to major buildings in the skyway system. All directional signs will be suspended below the concourse ceilings, will be perpendicular to the axis of the concourse area in which they are located and will be the only such signs to be mounted in this manner. The most important of such signs will be illuminated. The building owner will provide: 1) support for the directional signs above the ceiling; 2) electrical services to the signs; 3) the pendants which connect the signs to the structure above the ceiling. The City has developed standard designs for the directional signs and will advise the developer or building owner of the specific location of the pendants and signs.

ii. Maps and Route Directories - Wall-mounted or free standing maps and route directories of the skyway system will be placed in prominent locations at the head of vertical access facilities, within nodes, or in other appropriate locations so that the pedestrian may, together with

the directional signs, determine the skyway route to be used in order to arrive easily and quickly at the desired location.

iii. Entry Signs - Entry signs displaying the skyway logo and the handicapped access symbol, if appropriate, will be posted on building entrances which identify access points to the system. Entry signs should include, or be located next to, a listing of the building hours.

iv. Exit signs - Exit signs displaying the skyway logo and the name of the street to which access is available will be posted in the concourse corridors near vertical access facilities.

v. Skyway Information Signs - The City will supply signs containing the skyway logo and the international information symbol to volunteer skyway small businesses. These businesses will be given a supply of skyway maps and will act as informal skyway information centers.

(c) Skyway Furnishings - To achieve prominence and identity for major node areas, the building owner, with the approval of the City, is encouraged to provide and maintain skyway furnishings in and near the node areas. Such furnishings may include sculptures, decorative fountains, public telephones, public restrooms, drinking fountains, kiosks for display of material of public interest, benches, trash receptacles, planter boxes and other furnishings as approved by the City. The location of such furnishings in or near node areas will be determined jointly by the City and the building owner or developer, based on analysis of expected traffic patterns within the node and to adjacent private areas. The City and the building owner or developer will jointly approve the design of all such elements to be placed within the skyway system.

(d) Floor Materials - In concourse corridors running between bridges and nodes, a consistency of floor material for concourse corridors must be maintained throughout each building. A change in floor material should help to define the concourse corridors from private areas. If the building owner chooses to use carpet or other non-permanent flooring material for concourse corridors, the building owner must agree to replace such carpet with new carpet or other material matching as closely as possible the original in color and texture at such intervals as may be determined by the City.

(e) Concourse Ceilings and Lighting - Minimum ceiling height shall be 8'0", and no signs or other graphics other than as specified above shall be fastened to, or suspended from, the ceiling. Lighting fixtures shall be installed in such a manner as to not visually block skyway signage. Luminous ceilings are permitted. Artificial lighting intensity shall be a minimum of 30 f.c. at every point along the floor. The artificial lighting shall be supplied with electricity in such manner that the interruption of service in any circuit inside the building will not result in total interruption of the required lighting.

(f) Skyway System Walls - Where the skyway system is defined by walls or partitions separating the concourse from adjacent private building areas, such walls may be of a design and function consistent with the use and architectural design of such private building areas. Skyway system walls shall be of durable, easily maintainable, finished materials. Where shop signs, department identification signs, or other permanent graphics not related to skyway graphics as specified above are required, they shall be located on and/or parallel to concourse walls. No signs, except as specified for skyway related graphics, may project from concourse walls into the concourse easement.

(g) Skyway Colors - Skyway-related signs and other graphics will employ a specific color scheme throughout the skyway system as developed by the City. Non-skyway related signs and graphics in proximity to the concourse or node area utilizing the same color scheme as skyway-related graphics will not be permitted.

2. Bridges

It is important that the skyway bridges reflect consistency in design and materials throughout downtown. Such consistency results in easier orientation for pedestrians, including the visually-impaired.

(a) Floor Materials - All skyway bridges will contain a neutral-colored terrazzo floor, herein referred to as "skyway terrazzo".

(b) Bridge Ceilings and Lighting - The standard bridge ceiling is linear metal with recessed filler strips and fluorescent lighting. Supplemental decorative lighting may be considered.

(c) Bridge Walls - Bridge curtainwalls should consist of clear glass to provide maximum visibility and include dark bronze mullions. The vierendeel truss and related elements, both interior and exterior, shall be painted a deep brown color.

3. Submission of Plans - Plans shall be submitted by the building owner for approval by the City, indicating all materials and finishes used in the skyway system and the architectural manner in which the skyway system is separated from abutting private building areas where the concourse occurs within the owner's building. The City may make certain additions to such drawings, including signs and other graphics, furniture, and other elements consistent with achieving identity and design continuity for each segment of the skyway system. Any requested variations from the City's standard design should be reviewed by the Skyway Governance Committee.

F. EASEMENT REQUIREMENTS

In order to assure public return for the public investment made in development of the skyway system in the downtown, all areas of the skyway system must be located either on public property or within public easement granted without consideration by the developer or building owner. Such easements shall be coterminous with the designated areas of concourse corridors and nodes and vertical access facilities; also, shall extend on the ground floor from the foot of vertical access facilities to a public sidewalk or other public property, giving access to a public sidewalk. Such easements shall be required for both those skyway system elements for which the City is responsible and those elements constituting a link in the basic system for which private parties may be responsible. The easements will be in form satisfactory to the City and will be limited to the life of the improvements constituting the skyway system. The easements will grant to the public the right of use of the skyway system for purposes of ingress and egress and pedestrian transit without limitation, except that such easements may attach reasonable conditions regarding closing parts or all of the skyway system within the developer's or owner's structural improvements during non-business hours as dictated by reasonable security requirements of the buildings through with the concourse passes. The City will attempt to negotiate 24 hour easements.

In order to assure the possibility of future expansion of the skyway system, when a building is connected to the skyway system the developer or building owner will grant to the City an easement which assumes expansion of the system beyond the building and/or block immediately being connected.

Subject to the following conditions, the developer or building owner shall have the right at any time to change the locations of such easements and the easements shall so provide, on the condition that new easements are granted which permit the continuity of the skyway system, and the developer or owner installs a new pedestrian concourse on the new easement area at the developer's or owner's sole cost and expense.

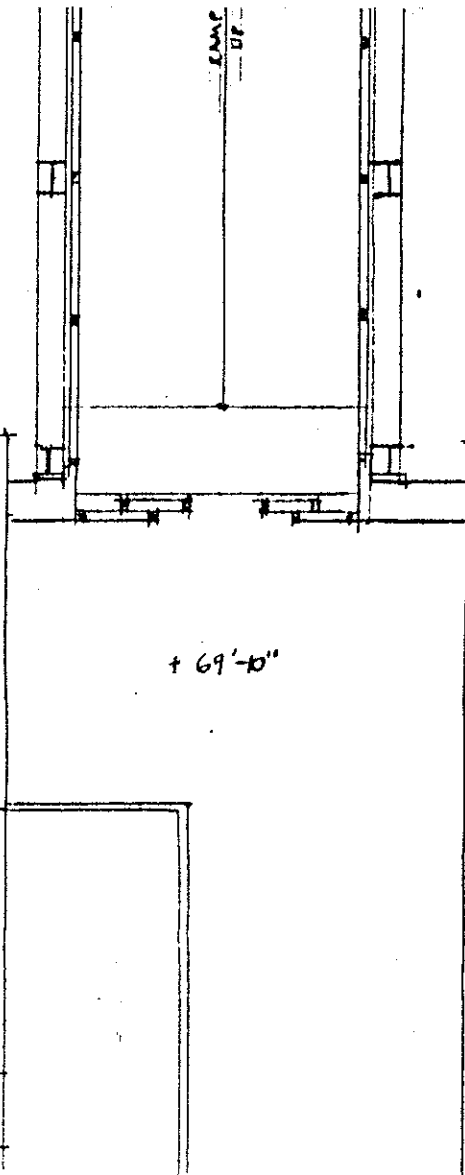
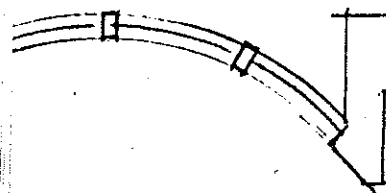
In the event the developer or owner elects to substitute a new easement location, it will submit to the City an easement survey and legal description thereof, the plans and specifications therefor, and proof of ability to pay and method of payment therefore for the approval of the City, which approval shall not be unreasonably withheld. The City shall have 90 days after the submission in which to approve or reject the submission. If the City rejects the submission, it must do so in writing within the 90-day period and, in such writing set forth in detail, the valid reasons for such rejections. In the event the City fails to reject the submission within said 90-day period, the City's consent shall be conclusively presumed. The City shall not be required to approve any change in easement location unless the easement to be submitted

therefor contains at least the same area and dimensions of the existing easement; and the improvements thereon are of the same character, quality and functional characteristics of the initial concourse, including replacement of signs, graphics and furniture provided in the original skyway system. When the City approves the substitution as aforesaid, the parties shall then join in the execution and delivery of an amendatory agreement in recordable form which designates the substitute location and terminates the easement over the old location effective upon completion of the construction of the new concourse and skyway system.

G. OPERATION AND MAINTENANCE REQUIREMENTS

The skyway system, including all future additions, is located on public property or within public easements. As such the City has a proprietary obligation for operation, maintenance, repair and replacement of the skyway system. Nevertheless, the City will require, as part of the easement agreement, that the developer or building owner assume the full responsibility for the operation, maintenance, repair and replacement for all segments of the skyway system located within its property, for bridges over streets abutting its property, and carry out such operation, maintenance, repair and replacement at its own expense without cost to the City. In the event that the developer or building owner fails to operate, maintain, repair or replace the concourse system, or any part thereof, to a reasonable standard, the City may perform such operations and assess all costs incurred in so doing against the developer or building owner in accord with the normal procedures for assessments related to sidewalk maintenance, repair and replacement in the City of Saint Paul.

Where skyway bridges connect the property of one developer or owner with that of another, the developers or owners may share equally, or on whatever other basis is mutually agreeable to both, the bridge operation, maintenance, repair and replacement costs. Public liability and casualty insurance coverage including required surety bonds indemnifying and holding harmless the City shall be included as part of this operation/maintenance agreement between connecting developer(s) or owner(s). Such agreement must be submitted to the City for review prior to commencement of bridge construction.



+ 69'-0"

ICA STUDIOS

FUTURE BUILDING

EXHIBIT "F"

SKYWAY STUDY

P.E.D

7/15/89 9/30/88

STATEMENT OF APPROVAL OF PROPOSED IMPROVEMENT PROJECT
AND WAIVER OF RIGHT TO APPEAL COSTS AS ESTIMATED

We, the undersigned Keith T. and Diane M. Harstad, are the owners of property at 333 Sibley Street, Saint Paul, Minnesota.

We are aware that the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota has proposed that a skyway bridge and related support structure be constructed to connect our property to the "Block L" project across Fourth Street and that said skyway bridge constitutes a public improvement.

We are in favor of the skyway bridge project and request that this improvement be made by the City. Moreover, we have executed an "Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Fourth Street between Jackson and Sibley Streets and Associated Pedestrian Concourses" dated DEC. 15, 1988. ("Skyway Agreement")

We understand that our portion of the assessment for the construction of the skyway bridge project is \$147,750 (principal amount) and that this principal amount will be assessed in twenty (20) equal annual instalments of approximately 7,388, together with interest at the rate of 9.0% per annum on the outstanding principal balance, as an assessment against the real property at 333 Sibley Street, Saint Paul, Minnesota. The first installment of said assessment will be due and payable in the year following completion of the skyway bridge project. We also understand that we will be obligated to pay a portion of the annual operating and maintenance expense for the skyway bridge as provided in the Skyway Agreement.

We understand that we have the right to appeal assessments for public improvements under Chapter 13 & 14 of the St. Paul City Charter and Chapter 429 of the Minnesota Statutes, as applicable.

If such improvements are approved and constructed, we agree on behalf of ourselves, our successors and assigns that such public improvements and operating costs would be of benefit to our property in at least the amount of the above estimated assessment rates, and hereby waive any and all rights we may have to appeal an assessment rate levied against our property for these improvements if the assessment rate is equal to or less than these estimated rates.

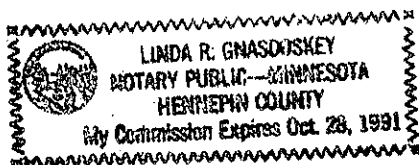
Linda R. Gnadoskey
Notary Public

12-12-88
Date

Subscribed to and sworn to this 12 day of December, 1988.

Signature(s)

Keith T. Harstad
Diane M. Harstad



STATEMENT OF APPROVAL OF PROPOSED IMPROVEMENT PROJECT
AND WAIVER OF RIGHT TO APPEAL COSTS AS ESTIMATED

The undersigned, St. Paul - Burlington Limited Partnership, an Illinois Limited Partnership, submits the following as the owner of property at 180 East Fifth Street, Saint Paul, Minnesota.

The undersigned is aware that the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota has proposed that a skyway bridge and related support structure be constructed to connect its property to the "Block L" project across Fourth Street and that said skyway bridge constitutes a public improvement.

The undersigned is in favor of the skyway bridge project and requests that this improvement be made by the City. Moreover, the undersigned has executed an "Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge over Fourth Street between Jackson and Sibley Streets and Associated Pedestrian Concourses" dated DEC. 15, 1988. ("Skyway Agreement")

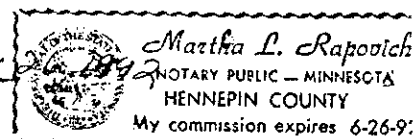
The undersigned understands that its portion of the assessment for the construction of the skyway bridge project is \$147,750 (principal amount) and that this principal amount will be assessed in twenty (20) equal annual installments of approximately \$7,388, together with interest at the rate of 9.0% per annum on the outstanding principal balance, as an assessment against the real property at 180 East Fifth Street, Saint Paul, Minnesota. The first installment of said assessment will be due and payable in the year following completion of the skyway bridge project. The undersigned also understands that it will be obligated to pay a portion of the annual operating and maintenance expense for the skyway bridge as provided in the Skyway Agreement.

The undersigned understands that it has the right to appeal assessments for public improvements under Chapter 13 & 14 of the St. Paul City Charter and Chapter 429 of the Minnesota Statutes, as applicable.

If such improvements are approved and constructed, the undersigned agrees on behalf of itself, its successors and assigns that such public improvements and operating costs would be of benefit to its property in at least the amount of the above estimated assessment rates, and hereby waives any and all rights it may have to appeal an assessment rate levied against its property for these improvements if the assessment rate is equal to or less than these estimated rates.

Martha L. Rapovich
Notary Public

December 15, 1988
Date



Subscribed to and sworn to this 15th day of December, 1987.

ST. PAUL-BURLINGTON LIMITED PARTNERSHIP

Signature(s)

By _____
a general partner

By David Thomas Loh
a general partner