
Agreement Regarding
Construction, Maintenance and Operation
of a Skyway Bridge Over Cedar Street
Between Fourth Street and Kellogg Boulevard
and Associated Pedestrian Concourses

To

Capital City Plaza Parking Ramp

By and Among

City of Saint Paul, Minnesota;

Port Authority of the City of Saint Paul;

and

Degree of Honor Building, LLC

CONTENTS OF AGREEMENT

<u>TOPIC</u>	<u>PAGE</u>
BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES	2
1. Design and Construction	2
2. Bridge HVAC, Lighting, Drainage Systems	2
3. Authority's Assignment of Warranties	3
PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS	3
4. Concourse Access	3
5. Concourse Construction	3
EASEMENTS AND HOURS	3
6. Grant of Easement and Hours	3
7. Easement Description	4
8. Width of Easement	4
9. Easement Survey	4
10. Easements Public and Subject to Law	4
11. Waiver of Share in Damages	4
12. Ownership of Bridge	4
OPERATION, MAINTENANCE AND REPAIR	5
13. Port Authority Transfer of Plans, Drawings. Etc	5
14. Scope of Maintenance: Approval of Modifications	5
15. Port Authority, Degree and Port Authority Agreement to Maintain	5
16. Maintenance of the Concourse and Carpet	6
17. Failure to Maintain; Remedies	6
18. Advertising; Signage	7

SURETY BONDS AND INSURANCE.....	7
19. \$100,000 Surety Bond; Contractor's Insurance.....	7
20. Skyway Hazard, Liability Insurance Cost Shared.....	7
21. Concourse Hazard, Liability Insurance.....	8
22. Amount of Insurance.....	8
DIRECTIONAL SIGNS	8
23. Approval; Cost of Signs	8
BINDING OBLIGATIONS	8
24. Subject to City Codes	8
25. Successors and Assigns Bound.....	8
26. Agreement Survives Conveyance, Is Not Merged.....	9
27. OWNERS RETAIN PROPERTY RIGHTS; OBLIGATIONS CONVEYED	9
28. Effective Date of Obligations - Skyway	9
29. Effective Date of Obligations - Concourses	9
30. Notices - Address	9
SAVINGS CLAUSE	10
31. Skyway Policy	10
32. Captions, Headings, or Titles.....	10
33. Hotel and Garage	10
Exhibit A - Garage Legal Description	A-1
Exhibit B - Hotel Legal Description	B-1
Exhibit C - Degree Building Legal Description.....	C-1
Exhibit D - Garage and Easement Plan.....	D-1
Exhibit E - Degree Building Easement Plan.....	E-1
Exhibit F - Grant of Easement	F-1
Exhibit G - Grant of Easement.....	G-1
Exhibit H - General Policy Statements for the Construction of the Saint Paul Skyway System, Adopted March 10, 1987	H-1
Exhibit I - Construction Schedule.....	I-1

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and among the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Port Authority"; Capital City Properties, a non-profit corporation under the laws of Minnesota hereinafter referred to as "CCP", and Degree of Honor Building, LLC, a Minnesota limited liability company, hereinafter referred to as "Degree".

WITNESSETH:

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

WHEREAS, the City has transferred responsibility for the Skyway system from the HRA to the Real Estate Division of the Department of Finance; and

WHEREAS, the Port Authority and CCP own part of the block bounded by Cedar Street, Minnesota Street, Fourth Street, and Kellogg Boulevard (the "Development Block"); and

WHEREAS, the Port Authority and CCP will construct an approximately 1,000-car public parking facility, (the "Garage") on that portion of the Development Block legally described on Exhibit A attached hereto; and

WHEREAS, the Port Authority and CCP own the Radisson Hotel (the "Hotel") legally described in Exhibit B attached hereto.

WHEREAS, Degree is the owner of the Degree of Honor Building located at 325 Cedar Street (the "Degree Building") on the property legally described on Exhibit C attached hereto; and

WHEREAS, this Agreement touches and concerns the Garage and the Hotel, legally described in Exhibit A and B attached hereto, and the Degree Building, which is legally described in Exhibit C attached hereto; and

WHEREAS, Degree, the City, the HRA, and the Port Authority agree to the construction of a skyway pedestrian bridge across Cedar Street from the Degree Building to the Garage (sometimes referred to herein as the "bridge" or the "skyway bridge"); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the Degree Building to and through and to the Garage and to the Hotel by construction of the skyway bridge across Cedar Street 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 the Degree Building, the Hotel and the Garage; and

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

WHEREAS, substantial public monies will be expended for the design and construction of the skyway bridge connecting the Garage to the Degree Building and the Hotel; and

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

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

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The Port Authority and CCP agree to cause to be constructed a skyway bridge connecting the Garage with the Degree Building, including necessary support structures and a penetration into the Degree Building, in accordance with the plans and specifications prepared by Palanisami and Associates Architects and approved by Degree and by the Port Authority and CCP. Any subsequent changes to such plans and specifications shall be submitted by certified mail return receipt requested to Degree and to the Port Authority and CCP for approval, which approval may not be withheld unreasonably and shall be deemed given if no response has been received by the Port Authority within ten (10) days following receipt date of submission to Degree. The Port Authority will construct any mechanical, electrical and drainage systems, installations and connections, which are shown in the approved plans and specifications to be part of the construction, contract. The Port Authority and CCP each agree to pay the cost of design and construction of such skyway bridge. The costs for the provision of necessary bridge support structure and utility and HVAC connections in and to the Garage shall be the obligation of the Port Authority and CCP. The parties to this Agreement acknowledge and represent to one another that they are familiar with the skyway and concourse construction schedule attached hereto as Exhibit I. The parties agree to grant such access to their respective properties as is reasonably necessary to accommodate such schedule.

2. 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. The electrical, mechanical and roof drainage systems (including HVAC) of the bridge shall be tied into the respective systems of the Garage. The said skyway bridge shall include integrated supports inclusive of finishes, a linear metal ceiling,

carpeted 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 a part of the total design and construction costs for the bridge.

3. Port Authority's Assignment of Warranties. The Port Authority will include a provision in its contract for the construction of the skyway bridge whereby the contractor consents to the assignment of warranties to Degree, and the Port Authority upon request shall assign such warranties to Degree 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 may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. Port Authority agrees to assign to Degree, 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 and equipment.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

4. Concourse Access. The Port Authority and CCP shall at their expense construct and be responsible for skyway pedestrian concourses in the Degree Building, and for skyway vertical access facilities in the Garage and in the Hotel, respectively, in accordance with this Agreement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be described and shown on Exhibits D and E attached hereto.

5. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourses and vertical access facilities described above, shall be borne by the Port and CCP for the facilities located within the Degree Building, the Port Authority and CCP for the facilities located within the Garage, and by the Port Authority and CCP for the facilities located within the Hotel.

EASEMENTS AND HOURS

6. Grant of Easement and Hours. The Port Authority, CCP and Degree hereby agree to grant to the City of Saint Paul a public easement for the pedestrian skyway system through the Hotel, the Garage and the Degree Building located in accordance with Exhibits D and E attached hereto. Said easements to be granted shall be in the form attached hereto as Exhibits F and G and shall grant to the public the right of use of said pedestrian skyway system through the Degree Building, the Garage and the Hotel 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 Garage, the Degree Building shall be open for public ingress, egress and transit limited to the hours of 6:00 a.m. to 11:00 p.m., Sunday through Thursday, and 6:00 a.m. to 1:00 a.m. Friday and Saturday, unless other operating hours are prescribed by the City codes and ordinances, provided that after-hours emergency egress from the skyway system as may be required by code shall be available from the skyway bridge and pedestrian concourse through elements of the pedestrian skyway system on adjoining properties; but nothing herein shall prohibit the respective property owners from opening such facilities for longer 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.

7. Easement Description. The new public easement through the Degree Building and the Garage shall be in accordance with Exhibit F, and the new public easement through the Degree Building and the Hotel shall be in accordance with Exhibit G.

8. Width of Easement. The public easements provided for herein shall be continuously at least 8 feet in width in the Degree Building and 12 feet in width in the Hotel and the Garage, except at nodes, if any, where it may be larger; or where stairways or the structural design of the building is such that a width of 12 feet is impossible (including, without limitation a narrower width at building columns and at doorways within the Degree Building and the Garage and the Hotel and for the pedestrian access route at the street level of the Hotel, and the Garage); as is otherwise provided by the Exhibits D and E (Easement Plan).

9. Easement Survey. The Port Authority may, at its expense, cause the initial easements in the Degree Building and the Garage and in the Hotel, to be more particularly described by registered land surveyors following completed construction of the public concourse access areas. Degree has the right to review and approve any completed surveys for accuracy, and any errors shall be corrected at the Port Authority's expense.

10. Easements Public and Subject to Law. The Port Authority, CCP, and Degree agree that the pedestrian concourse within the easements 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.

11. Waiver of Share in Damages. The City and the HRA 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 previously mentioned Degree Building, Garage or Hotel 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.

12. 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

13. Port Authority Transfer of Plans, Drawings, Etc. The Port Authority and CCP shall deliver to Degree and to the City copies of all plans, specifications, drawings, operating manuals, written warranties, etc., and any other documents necessary or useful in the maintenance, repair and operation of the structure and the electrical, drainage, and HVAC facilities in and serving the skyway bridge.

14. Scope of Maintenance: Approval of Modifications. The Hotel and Garage further agree to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts, including electrical, drainage and 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. Except for routine repairs and replacement or when an emergency situation requires rapid action, the City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein.

15. Hotel and Garage Agreement to Maintain. The Hotel and the Garage hereby agree to share equally the maintenance, operation, insurance and repair costs and responsibilities for the skyway bridge, its integral parts and related equipment, all as more fully described in Section 14 hereof. The Garage shall perform the actual maintenance, operation and repair, and the owner of the Garage shall perform such obligations. It is agreed that the Garage will provide all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge with the costs of maintaining, operating, insuring and repairing such systems and equipment to be shared by Hotel and Garage as an operating expense. If such HVAC, electrical and other utilities are not separately metered, the costs of such services shall be equitably apportioned based on engineering studies or as the parties may otherwise agree. The shared costs shall be paid as follows:

- a. Prior to the beginning of each calendar year, the Garage shall compute and deliver to the Hotel a bona fide estimate of the costs of providing services under this Section 15 and procuring the insurance and bonds required under Sections 19 - 21. The Hotel shall pay to the Garage its share 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 Garage shall deliver to the Hotel 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, as appropriate. If the aggregate of the monthly installments actually paid by Garage differs from the amount determined from the Annual Statement, the Hotel shall pay or Garage as appropriate, shall refund the difference, as the case may be.
- b. If during any calendar year any major repairs or replacements to the skyway bridge are necessary and are not budgeted as part of the costs under Subsection

15(a), the Hotel shall pay to Garage as appropriate the Hotel's allocated portion of such cost within 30 days of invoice therefore. Except in an emergency, Garage shall furnish the Hotel an estimate of the cost before commencing such work.

- c. In the event that the Degree of Honor Building LLC is assessed for any maintenance costs related to the skyway bridge, or such costs are otherwise imposed, Garage and Hotel shall defend and indemnify Degree of Honor Building LLC from and for such costs provided that Degree of Honor Building LLC timely notifies Garage and Hotel of the assessment or imposition.

16. Maintenance of the Concourse and Carpet. Degree hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Degree Building to a reasonable standard of safety and cleanliness and to provide for the operation for said pedestrian concourse; and similarly the Garage so agrees with respect to the pedestrian concourse and the elevator and stairway complex on and within the Garage. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, (3) required by an emergency requiring rapid action, or (4) involve solely aesthetic considerations relating to colors and surface finishes, City and the HRA 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 or the HRA to approve or disapprove such plans or specifications, whether preliminary or final within 10 business days after receipt of such plans and specifications shall be deemed approval. If the Port Authority, CCP or Degree uses or installs 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, the HRA, and the party responsible for replacing carpet in the applicable corridors. Such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld or delayed. The parties agree and acknowledge that the current carpet in place in the Degree of Honor Building is acceptable in quality. Such review shall be limited to appearance and design in order to insure reasonable uniformity for all parts of the skyway system, and to achieve the design identity, continuity, and ease of orientation necessary for the skyway system to function effectively.

17. Failure to Maintain; Remedies. If the Port Authority, CCP and Degree fail adequately to maintain, repair and operate the said skyway bridge or if any of them fail adequately to maintain, repair and operate the pedestrian concourse areas through their 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 party or their sureties as applicable; provided, however, that the City retains the right to assess such costs against the defaulting party 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.

18. 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 as may be permitted under Sections 140.06 and 140.07 of the St. Paul Legislative Code. Signage identifying a tenant on a doorway or other entry from a skyway concourse shall not be deemed to be advertising. Permanent storefront signage shall not project out from the wall into the easement area except as subject to the reasonable approval of the City and the Port Authority before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. Plans for all permanent signage shall be submitted to City prior to sign construction and installation, and the City shall approve such plans if such signage is comparable to that existing elsewhere in the System, is not confusingly similar to the skyway directional signs, and is consistent with good design practices.

SURETY BONDS AND INSURANCE

19. \$100,000 Surety Bond; Contractor's Insurance. The Port Authority and CCP, at all times, shall each furnish and maintain, or cause to be furnished and maintained, a surety bond for the skyway bridge to and in favor of the City, as obligee, conditioned that said entity shall indemnify and hold harmless the City against its respective share of all expenses and liability on account of all costs, claims, suits, and judgments arising out of or connected with the maintenance, operation and repair of the skyway bridge, its integral parts and related equipment, and further conditioned upon CCP's and the Port Authority's, Degree's complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair of the skyway bridge, which surety bonds shall be in the amount of \$100,000, shall be in such form as shall be approved by the City Attorney and shall have such sureties as shall be approved by the Director of Finance and Management Services for the City. The cost of such bonds shall be paid, respectively, by the owners of the Hotel and of the Garage. If the Port Authority, CCP and Degree all agree, in lieu of the separate surety bonds required above, the parties may have obtain one surety bond in the amount of \$200,000 to and in favor of the City covering the surety bond obligation under this Section 19 for the Garage, the Hotel and the Degree Building, with the cost of such bond allocated and paid as an operating expense pursuant to Section 15 of this Agreement. The Port Authority and CCP 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, such insurance as set forth in the plans and specifications described in paragraph 1 herein, naming Degree and the abutting property owners to the skyway bridge as additional insured's as required by said plans and specifications, specifically in accordance with Section 4., General Conditions, and Section 6., Special Conditions of the construction contract.

20. Skyway Hazard, Liability Insurance Cost Shared. Insurance required by Section 22 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by the Hotel and the Garage, which shall be shared in accordance with Section 15 as, provided herein.

21. 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 by the Hotel, by the Garage and by Degree for the portions of the pedestrian concourse located within the Hotel, the Garage and the Degree Building, respectively.

22. Amount of Insurance. The Garage shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for their respective portions of the pedestrian concourse, with a duly licensed insurance company, wherein the City shall be designated as additional insured, said insurance containing the following minimum coverage's: for property damage to the extent of \$500,000.00 in any single accident, for personal injuries, including death, \$1,000,000.00 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 for replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

23. Approval; Cost of Signs. The location of directional or other skyway signs that may be installed in the pedestrian concourse herein shall be determined by the City provided, however, that the Port Authority, CCP and Degree shall be entitled to notice of and a right to comment on any changes to such signage. The parties agree that signage in the Degree Building shall indicate the directions to the Hotel and Garage. The cost of installation, 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 4 and 5 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose properties or leaseholds, 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 each building owner. If the sign moving or a change in the name of the Hotel, the Degree Building or the Garage 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

24. 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.

25. 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 provided for is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

26. 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.

27. 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 assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to lessors, lessees, sublessors and sub lessees.

28. 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 the Port Authority, to CCP and to the Degree Building the obligations and duties contained in paragraphs 15 - 17 - 19, and 22 herein above, as to said skyway bridge, shall become operative

29. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to the Port Authority, to CCP and to the Degree Building. Seven (7) days thereafter the obligations and duties contained in paragraphs 19 and 22 herein above, as to said pedestrian concourse, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

30. 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
Director, Department of Technology and Management Services
Real Estate Division
140 City Hall
15 West Kellogg Boulevard
St. Paul, Minnesota 55102

and

HRA of the City of Saint Paul, Minnesota
Executive Director
Suite 1300 City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

- b. To: Degree of Honor Building, LLC
325 Cedar Street, Suite 300
St. Paul MN 55101
- c. To: Port Authority of the City of Saint Paul and/or Capital City Properties
1900 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102

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

31. Consideration. Upon the execution of the Skyway easements contemplated herein, the Port Authority and or CCP should pay Degree the sum of \$20,000.00

SAVINGS CLAUSE

32. Skyway Policy. The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, attached hereto as Exhibit H, is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and concourse areas constructed pursuant to this Agreement. In the event any provision of the General Policy Statement conflicts or is inconsistent with this Agreement, this Agreement shall supersede and be controlling.

33. Captions, Headings, or Titles. All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation or enlargement of the scope of the particular paragraphs or sections to which they apply.

34. Hotel and Garage. All obligations of the Hotel or the Garage stated above shall inure to and be an operating expense of the responsibility of the legal or equitable owner of said Hotel and Garage.

In Witness Whereof, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

(SEAL):

By *Susan Kimberly*
Its Mayor

By *Peter Warner*
Its Director, Office of Financial Services

Approved as to form:

Peter Warner 8-21-01
Assistant City Attorney

By *Daniel K. Carter*
Its City Clerk

DMW
8/22/01

RAK

DEGREE OF HONOR BUILDING, LLC, a
Minnesota limited liability company

By


Its Manager

PORT AUTHORITY OF THE CITY OF SAINT
PAUL

By Joan A. Grogowski
Its Chair

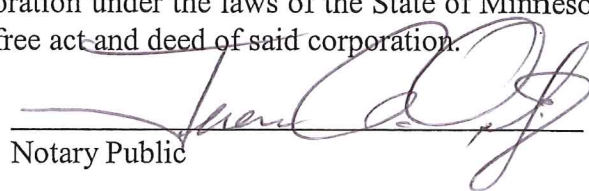
And Kathy Kontz
Its Secretary

CAPITAL CITY PROPERTIES

By Laurie Hansen
Its CFO

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 5TH day of September, 2001 before me, a Notary Public in and for said County, appeared Susan Kimberly, Peter Hanes, and Frederick K. Owusu to me personally known, who, being, by me duly sworn, did say that they are respectively the Mayor, Director, Office of Financial Services and City Clerk of the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said corporation.

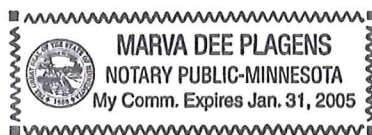

Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ~~25th~~^{2nd} day of July, 2001 before me, a Notary Public in and for said County, appeared R.A. Kuitgaard to me personally known, who, being, by me duly sworn, did say that she is the Manager of Degree of Honor Building, LLC, a limited liability company under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said limited liability company.

Marva Dee Plagens
Notary Public



STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

On this ____ day of _____, 2001 before me, a Notary Public in and for said County, appeared _____ to me personally known, who, being, by me duly sworn, did say that they are respectively the Chair and Secretary of the Port Authority of the City of Saint Paul, a public body politic and corporate under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said body politic and corporate.

 Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Terrence J. Garvey, Atty. No. 33674
 1900 Landmark Towers
 345 St. Peter Street
 St. Paul MN 55102

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 13th day of July, 2001, before me, a Notary Public in and for said County, appeared Joan Grzywinski and Kathy Lantry to me personally known, who, being by me duly sworn, did say that they are respectively the Chair and Secretary of the Port Authority of the City of Saint Paul, a public body politic and corporate under the laws of the State of Minnesota, said Grantor, and acknowledged that said instrument was the free act and deed of said Grantor.

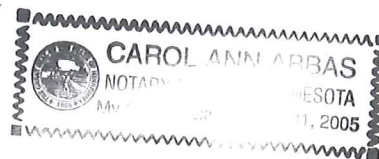

Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 13th day of July, 2001, before me, a Notary Public in and for said County, appeared Laurie J. Hansen to me personally known, who, being by me duly sworn, did say that she is the Chief Financial Officer of Capital City Properties, a Minnesota nonprofit corporation.


Notary Public



Exhibits:

EXHIBIT A

GARAGE LEGAL DESCRIPTION

Parcel 1:

Lots 1, 2 and 3, Block 24, St. Paul Proper; Lot 4, except the rear or Southerly 12 feet thereof, Block 24, St. Paul Proper, and all that part of Lot 5, except the rear or Southerly 12 feet thereof; Block 24, St. Paul Proper which lies Easterly of a line drawn through said Lot 5 and described as follows:

Commencing at a point on the Northerly line of said Lot 5, being the Southerly side of Fourth Street, 73.98 feet Northeasterly from the Northwestern corner of Lot 6, Block 24, St. Paul Proper; thence running in a Southerly direction to a point on the Northerly line of the Southerly 12 feet of said Lot 5 which point is 73.73 feet Northeasterly from the Northwestern corner of the Southerly 12 feet of Lot 6, Block 24, St. Paul Proper; and the Easterly 44.48 feet of that certain East-West alley in Block 24, St. Paul Proper, which alley is legally described as the Southerly 12 feet of Lots 4, 5 and 6, Block 24, St. Paul Proper taken for alley purposes; all according to the recorded plat thereof, Ramsey County, Minnesota.

Parcel 2:

Tract 1:

The Northerly 40.08 feet of Lot 7 and the Northerly 40.08 feet of the Westerly 3/5ths of Lot 8, Block 24, "St. Paul Proper".

Tract 2:

The Southerly 12 feet of Lots 4, 5 and 6, Block 24, "St. Paul Proper", except the Easterly 44.48 feet thereof.

Parcel 3:

Lot 7 and the Westerly 3/5ths of Lot 8, Block 24, "St. Paul Proper" except the North 40.08 feet thereof. The Easterly 20 feet of Lot 8 and the Westerly 5 feet of Lot 9, Block 24, "St. Paul Proper".

EXHIBIT BHOTEL LEGAL DESCRIPTION

That certain several parcels of Torrens land situate in Ramsey County, Minnesota, legally described as follows (Note: the parcel numbers designated below are for convenience of reference only and do not constitute any integral part of the legal description):

Parcel 1

The Northeasterly 44 feet of Lots 14, 15, 16, Block 23, City of St. Paul, also known as Original Town of St. Paul and as St. Paul Proper, except the following described property: Commencing at the Northeast corner of said Lot 14; thence Southwesterly on the Northwestern line of said Lot 14 a distance of 44 feet; thence Southeasterly on a line parallel with the Northeasterly line of said Lot 14 a distance of 20.9 feet; thence Northeasterly on a line parallel with the Northwestern line of said Lot 14 a distance of 44 feet to the Northeasterly line of said Lot 14; thence Northwesterly along the Northeasterly line of said Lot 14 a distance of 20.9 feet to the point of beginning.

Parcel 2

Those parts of Lot 14, 15 and 16, Block 23, St. Paul Proper, particularly described as follows: Commencing at a point on the original Northerly line of 3rd Street, 44 feet Westerly from the Westerly line of Cedar Street; thence along the original line of 3rd Street, towards Wabasha Street, a distance of 20 feet to a point; thence on a line parallel with Cedar Street across said Lots 16, 15 and 14, a distance of 150 feet, more or less, to the Northerly line of said Lot 14; thence Easterly along the Northerly line of said Lot 14, a distance of 20 feet, more or less, to a point 44 feet Westerly from the Westerly line of Cedar Street; thence Southerly on a line parallel with Cedar Street, to the place of beginning, except that part of the described land taken to widen 3rd Street.

Parcel 3

Lots 7 and 8, except the Northwesterly 65.24 feet of said Lots; Lot 11; that part of Lot 6 commencing at the Southwesterly corner of said Lot; thence North along the Southwesterly line of said Lot to a point 65.95 feet from the Northwest corner thereof; thence Northeasterly parallel with the Northwesterly line of said Lot 8.48 feet; thence Southeasterly on a straight line to a point on the Southeasterly line of said Lot, 8.08 feet from the point of beginning; thence to the point of beginning all in Block 23, Original Town of St. Paul, also known as St. Paul Proper.

Parcel 4

Beginning at a point on the Northerly line of Third Street, .8 of a foot Easterly measured on said line from the Easterly line of Lot 11 in Block 23 of St. Paul Proper, which point is the center of the Easterly wall of the building now owned by said third party in said Block; running thence Northerly in a straight line, being the center line of said wall and said center line produced, to a point in the Northerly line of Lot 12, in said Block, distant 2.33 feet Easterly, measured on said Northerly line, from the Easterly line of said Lot 11; thence

EXHIBIT BHOTEL LEGAL DESCRIPTION

Westerly on said Northerly line of Lot 12, 2.33 feet to the Easterly line of said Lot 11; thence Southerly along said last named line to the point where it intersects the Northerly line of Third Street; thence Easterly .8 of a foot to the place of beginning. Nothing herein shall abridge the right of said first parties to use said wall as a party wall.

Parcel 5

The West 20.90 feet of Lot 12, Block 23 of the Original Town of St. Paul, commonly known as St. Paul Proper, excepting therefrom the following described portion, namely: Beginning at a point on the Northerly line of Third Street, .8 of a foot Easterly, measured on said line, from the Easterly line of Lot 11, Block 23, of St. Paul Proper, which point is in the center of the Easterly wall of the building now owned by said third party in said block; running thence northerly in a straight line, being the center line of said wall and said center line produced, to a point in the Northerly line of Lot 12 in said block distant 2.33 feet Easterly, measured on said Northerly line, from the Easterly line of said Lot 11; thence Westerly on said Northerly line of Lot 12, 2.33 feet to the Easterly line of said Lot 11; thence Southerly along said last named line to the point where it intersects the Northerly line of Third Street; thence Easterly .8 of a foot to the place of beginning; and the Easterly 29.1 feet of Lot 12, Block 23, St. Paul Proper.

Parcel 6

The Westerly 1/2 of Lot 10, Block 23 of St. Paul Proper.

Parcel 7

Lot 9, the Easterly 1/2 of Lot 10, Lot 13; Lots 14, 15 and 16 except the Northeasterly 64 feet of said lots; and that part of Lots 4, 5, and 6 commencing at a point on the Southeasterly line of Lot 4, 25.015 feet Southwesterly from the Southeasterly corner of said lot; thence Southwesterly on the Southeasterly line of Lots 4, 5 and 6 to a point 8.08 feet Northeasterly from the Southwesterly corner of said Lot 6; thence Northwesterly on a straight line to a point 8.48 feet Northeasterly from the Southwesterly line of said Lot 6 and 65.95 feet from the Northwesterly line of said lot; thence Northeasterly parallel with the Northwesterly line of said lot to the Northeasterly line of said Lot; thence Southeasterly on said lot line one foot to the center of the Southerly main wall of the Court Block which is also the Northerly main wall of the Old Grand Opera House; thence Northeasterly along the center line of said wall, 74.87 feet to a point on said center line 66.79 feet from the Northwesterly line of said Lot 4; thence Southeasterly on a straight line to the point of beginning; all in Block 23, Original Town of St. Paul, also known as St. Paul Proper.

EXHIBIT CDEGREE BUILDING LEGAL DESCRIPTION

that certain real property situated in the City of Saint Paul, County of Ramsey, State of Minnesota, described as follows:

Lots One (1), Two (2) and Three (3) and the Easterly half of Lot Four (4), Block 23, City of Saint Paul, also known as Original Town of St. Paul and St. Paul Proper; also that part of Lot 14, Block 23, City of Saint Paul, also known as Original Town of St. Paul and St. Paul Proper, described as follows:

Commencing at the Northeast corner of said Lot 14; thence Southwesterly on the Northwesterly line of said Lot 14 a distance of 44 feet; thence Southeasterly on a line parallel with the Northeasterly line of said Lot 14 a distance of 20.9 feet; thence Northeasterly on a line parallel with the Northwesterly line of said Lot 14 a distance of 44 feet to the Northeasterly line of said Lot 14; thence Northwesterly along the Northeasterly line of said Lot 14 a distance of 20.9 feet to the point of beginning, except that part of the said Lots 1, 2, 3 and 14, Block 23, lying Northeasterly of a line 10 feet distant Southwesterly from and parallel to the Southwesterly line of Cedar Street as platted in the plat of the City of Saint Paul, also known as Original Town of St. Paul and St. Paul Proper, all according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

EXHIBIT D
GARAGE EASEMENT PLAN

EXHIBIT E

DEGREE BUILDING EASEMENT PLAN

EXHIBIT F

GRANT OF EASEMENT

WHEREAS, Degree of Honor Building, LLC, a limited liability company under the laws of the State of Minnesota, hereinafter called "Grantor", 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 A, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____, 2001 by and among the City of Saint Paul, Minnesota, Grantor, the Port Authority of the City of Saint Paul, Minnesota and Degree of Honor Building, LLC to grant to the City of Saint Paul, an easement for purposes of pedestrian ingress, egress and transit (all as described below) 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 (the "City"), an easement for public pedestrian ingress, egress and transit, (all as described below), and through the Grantor's Property and the structures thereon, described as:

See Exhibit B, attached hereto and incorporated herein, the easement area subject hereto being crosshatched on said Exhibit B, all subject to amendment hereof at such time as "as built" surveys have been completed to more particularly and legally describe such easement area; all of which areas described and shown on Exhibit B 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 may, by ordinance, from time to time determine.

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted to the City herein, shall also be limited to the hours of 6:00 a.m. to 11:00 p.m., Sunday through Thursday, and 6:00 a.m. to 1:00 a.m. on Friday and Saturday unless other operating hours are prescribed by City codes and ordinances, and such additional hours as the parties may from time to time agree, subject to the general power of the City to close part or all of the easement area temporarily or to prescribe system hours by ordinance, provided such agreed or legislated hours shall not restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

Notwithstanding anything to the contrary herein, the easement granted herein shall only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

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 following as short a period of closing off the easement for construction purposes as is reasonably possible 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, delayed or conditioned, and, on the further condition that said new easement shall, upon request of City, be surveyed and described by a registered land surveyor at the expense of Grantor.

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

A. In the event 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 buildings shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced Grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area, and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, the 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 providing for the cost of any repairs, improvements and to the extent required herein 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 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 _____, 2001.

DEGREE OF HONOR BUILDING, LLC, a
Minnesota limited liability company

By _____

Its Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 2001, before me, a Notary Public in and for said County, appeared _____ to me personally known, who, being, by me duly sworn, did say that he is the Manager of Degree of Honor Building, LLC, a limited liability company under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said limited liability company.

Notary Public
(SEAL)

EXHIBIT G

GRANT OF EASEMENT

WHEREAS, the Port Authority of the City of Saint Paul, Minnesota, a body politic and corporate under the laws of the State of Minnesota, hereinafter called "Grantor", 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 A, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____, 1998 by and among the City of Saint Paul, Minnesota, Grantor, the Housing and Redevelopment Port Authority of the City of Saint Paul, Minnesota and Degree Associates, LLC to grant to the City of Saint Paul, an easement for purposes of pedestrian ingress, egress and transit (all as described below) 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 (the "City"), an easement for public pedestrian ingress, egress and transit, (all as described below), and through the Grantor's Property and the structures thereon, described as:

See Exhibit B, attached hereto and incorporated herein, the easement area subject hereto being crosshatched on said Exhibit B, all subject to amendment hereof at such time as "as built" surveys have been completed to more particularly and legally describe such easement area; all of which areas described and shown on Exhibit B 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 may, by ordinance, from time to time determine.

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted to the City herein, shall also be limited to the hours of 6 a.m. to 6 p.m., Monday through Friday, unless other operating hours are prescribed by City codes and ordinances, and such additional hours as the parties may from time to time agree, subject to the general power of the City to close part or all of the easement area temporarily or to prescribe system hours by ordinance, provided such agreed or legislated hours shall not restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

Notwithstanding anything to the contrary herein, the easement granted herein shall only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

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 following as short a period of closing off the easement for construction purposes as is reasonably possible 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, delayed or conditioned, and, on the further condition that said new easement shall, upon request of City, be surveyed and described by a registered land surveyor at the expense of Grantor.

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

A. In the event 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 buildings shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced Grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area, and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, the 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 providing for the cost of any repairs, improvements and to the extent required herein 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 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 _____, 2001.

PORT AUTHORITY OF THE CITY OF SAINT PAUL

By Joan A. Grzywinski
Its Chair

And Kathy Lantry
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 13th day of July, 2001 before me, a Notary Public in and for said County, appeared Joan Grzywinski and Kathy Lantry to me personally known, who, being, by me duly sworn, did say that they are respectively the Chair and _____ Secretary of the Port Authority of the City of Saint Paul, a public body politic and corporate under the laws of the State of Minnesota, said Grantor, and acknowledged that said instrument was the free act and deed of said Grantor.

Carol A. Abbas
Notary Public



EXHIBIT H

GENERAL POLICY STATEMENT FOR THE CONSTRUCTION OF THE SAINT PAUL SKYWAY SYSTEM, ADOPTED MARCH 10, 1987

EXHIBIT I

CONSTRUCTION SCHEDULE

Return copy to:
Real Estate Division
140 City Hall

ORIGINAL

Dave Nelson R.E.

Council File # 01-809

Green Sheet # 11871

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

21

Presented By

Referred To

Committee: Date

1 WHEREAS, The Port Authority of Saint Paul is in the process of constructing the Capital City Plaza Ramp,
2 located on the block bounded by Cedar Street, Kellogg Blvd., Minnesota Street and Fourth Street; and
3

4 WHEREAS, the new parking ramp shall be served by two new skyway bridges located over Cedar Street and
5 Fourth Street; and
6

7 WHEREAS, the City desires to extend the Pedestrian easements access of the a skyway system to this new
8 Ramp development; now be it
9

10 RESOLVED, that the proper City official are hereby authorized to execute agreements entitled: "Agreement
11 Regarding Construction, Maintenance and Operations of a Skyway Bridge over Fourth Street Between Cedar
12 Street and Minnesota Street and Associated Pedestrian Concourses"; Agreement Regarding Construction,
13 Maintenance and Operations of a Skyway Bridge over Cedar Street Between Fourth Street and Kellogg Blvd.
14 and Associated Pedestrian Concourses".
15
16

	Yeas	Nays	Absent
Benanav	✓		
Blakey	✓		
Bostrom	✓		
Coleman	✓		
Harris	✓		
Lantry	✓		
Reiter	✓		
	7	0	0

Requested by Department of:
Technology & Management Services

By: Peter Hames
Director

Form Approved by City Attorney

By: Peter W Hames 7-13-01

Approved by Mayor for Submission to Council

By: Lynne Hames

Adopted by Council: Date Aug 8, 2001

Adoption Certified by Council Secretary

By: [Signature]

Approved by Mayor: Date Aug 10 2001

By: Eileen Kimberly

T.M.S./REAL ESTATE DIVISION

Date: 8/15/01

Green Sheet Number: **111540**

Contact Person and Phone Number:

Dave Nelson

266-8860



DEPARTMENT DIRECTOR

CITY COUNCIL

1

CITY ATTORNEY *P.B.U.*

4

CITY CLERK

FINANCIAL SERVICES DIRECTOR

2

TMS. DIRECTOR *8/22*

3

MAYOR (OR ASSISTANT)

5

Real Estate Division

Must be on Council Agenda by:

TOTAL # OF SIGNATURE PAGES 8 (CLIP ALL LOCATIONS FOR SIGNATURE)

ACTION REQUESTED:

Execute two agreements entitled: 1. "Agreement Regarding Construction, Maintenance and Operations of a Skyway Bridge over Fourth Street Between Cedar Street and Minnesota Street and Associated Pedestrian Concourses"; 2. Agreement Regarding Construction, Maintenance and Operations of a Skyway Bridge over Cedar Street Between Fourth Street and Kellogg Blvd. and Associated Pedestrian Concourses". Attachments: Approved Resolution 01-809; Map depicting the new Skyway Bridge locations.

RECOMMENDATIONS: APPROVE (A) OR REJECT (R)

☐ PLANNING COMMISSION ☐ STAFF
☐ CIVIL SERVICE COMM ☐
☐ CIB COMMITTEE ☐

SUPPORTS WHICH COUNCIL OBJECTIVE?

PERSONAL SERVICE CONTRACTS MUST ANSWER THE FOLLOWING:

1. Has the person/firm ever worked under a contract for this department? YES NO
2. Has this person/firm ever been a City employee? YES NO
3. Does this person/firm possess a skill not normally possessed by any Current City employee? YES NO

Explain all YES answers on a separate sheet and attach.

COUNCIL WARD(S): 2

DISTRICT PLANNING COUNCIL 17

INITIATING PROBLEM, ISSUE, OPPORTUNITY (Who, What, When, Where, Why):

Construction of two new skyways bridges in downtown Saint Paul: Crossing Cedar Street between Kellogg Blvd and 4th Street; Crossing 4th Street between Cedar Street and Minnesota Street.

ADVANTAGES IF APPROVED:

Permits the legal authority of the City to extend the skyway system to a new block in downtown Saint Paul. The agreements provide the City easement rights and specifies the operations and maintenance responsibilities of the abutting property owners.

DISADVANTAGES IF APPROVED: N/A

DISADVANTAGES IF NOT APPROVED:

The City would not possess the legal right to provide ingress and egress to the public for the purpose of pedestrian travel.

Total Amount of Transaction \$ No cost to the City Cost/Revenue Budgeted YES NO

Funding Source _____ Activity Number _____

Financial Information: (Explain)