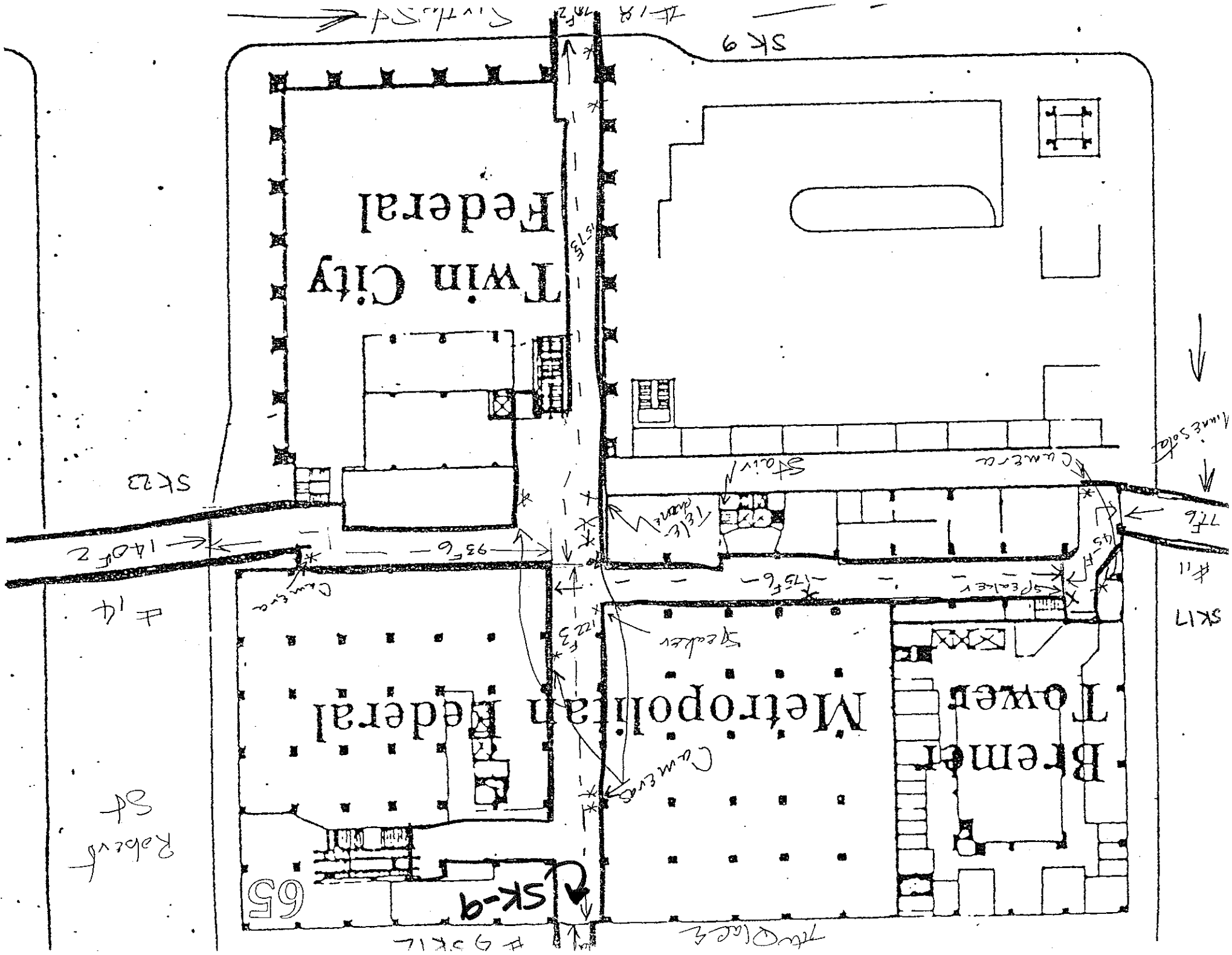




7th St.

Handicap #5 SK39

Lift

88F

18F

6 Riser

Golden Rule

129F

Speaker

Robert St
#8

64F

79F

SK13

82F

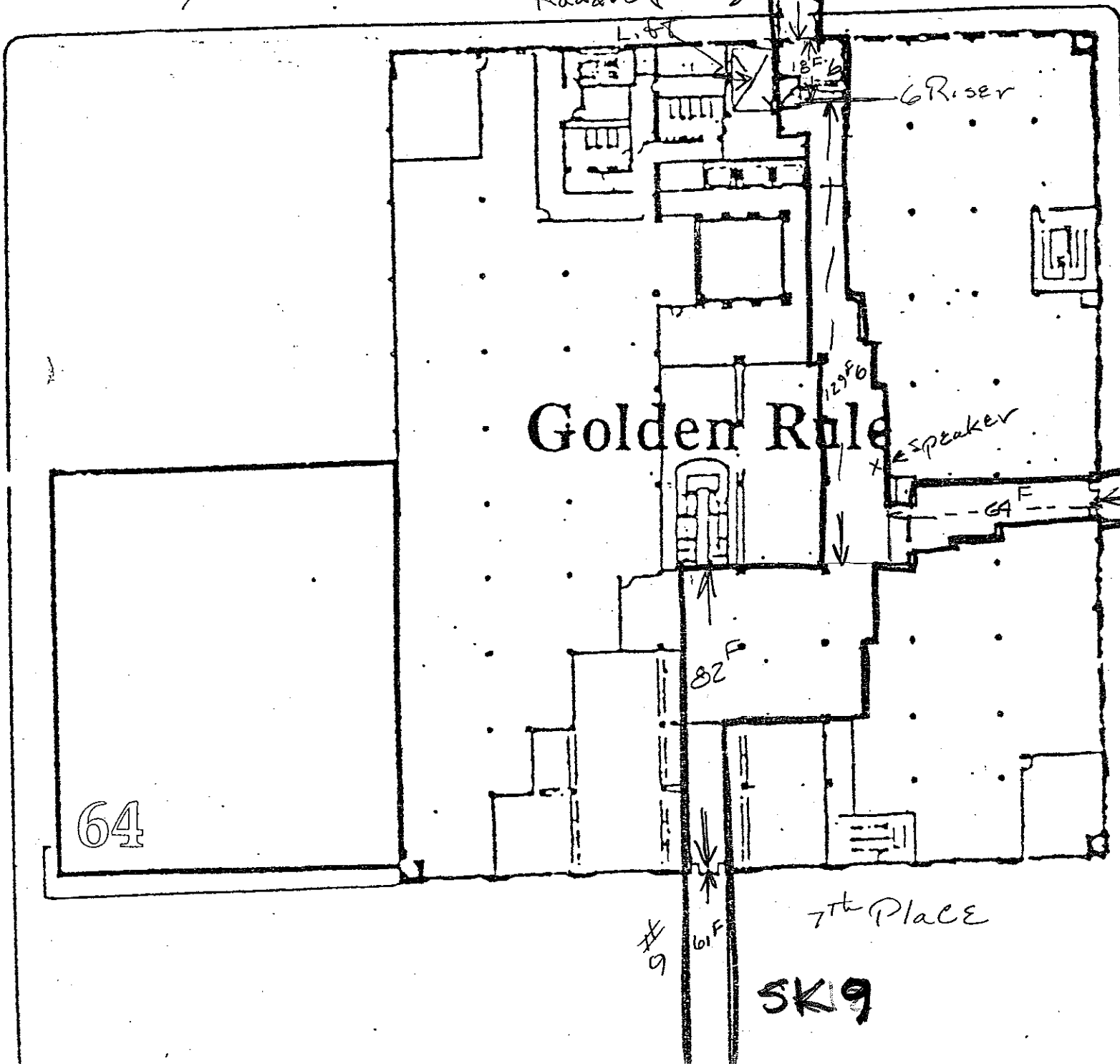
64

#9

61F

7th Place

SK9



Brenner

A G R E E M E N T

THIS AGREEMENT made and entered into this 5th day of Jan., 1978, by and between the

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA,
a public body corporate and politic
(hereinafter referred to as the "HRA")

and

CITY OF SAINT PAUL, MINNESOTA, a
municipal corporation (hereinafter
referred to as the "City")

and

AMERICAN NATIONAL BANK AND TRUST
COMPANY, a corporation organized as a
National Banking Association under the
laws of the United States of America
(hereinafter referred to "ANB")

and

ANB REALTY CORPORATION, (hereinafter
referred to as "Realty")

and

A. C. CLASEMAN & ASSOC., INC., a
Minnesota corporation (hereinafter
referred to as "Claseman")

and

ALSTORES REALTY CORPORATION, a business
corporation organized and existing under
the laws of the State of
(hereinafter referred to as "Alstores")

and

ALLIED CENTRAL STORES, INC., a business
corporation organized and existing under
the laws of the State of Missouri
(hereinafter referred to as "Allied")

and

HILLCREST DEVELOPMENT, a limited partner-
ship (hereinafter referred to as "Hillcrest")

That for the purposes of this Agreement, HRA and the City will
sometimes collectively be referred to as "First Parties," and ANB,
Realty, Claseman, Alstores, Allied and Hillcrest will sometimes
collectively be referred to as "Second Parties."

That ANB, Realty and Claseman will sometimes be referred to, collectively, as "Bank."

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 of Saint Paul, Minnesota; and

WHEREAS, the City, pursuant to Chapter 764 of the laws of Minnesota, 1973, is authorized to operate a pedestrian skyway system; and

WHEREAS, an extension of the pedestrian skyway system over East Seventh Street from the Bremer Arcade Building to the Donaldson's Department Store Building, and over Robert Street from the Donaldson's Department Store Building to the Metro Square Building, has been approved for funding as part of the Community Development Year II Block Grant Program; and

WHEREAS, Realty, Alstores, and Hillcrest, are the owners, respective of the aforementioned structures; and

WHEREAS, Allied occupies the structure known as the Donaldson's Department Store Building, pursuant to the terms of a lease dated December 1, 1961, between Alstores as Lessor, and Allied as Lessee; and

WHEREAS, Alstores' rights of ownership are subject to that certain ground lease dated July 6, 1914 by and between Winifred Murray Deming, Lucy Alexander Murray, Fenton C. Murray, and Hermon W. Phillips, as trustees under the Last Will and Testament of Carrie C. Murray, deceased, Lessors (and others) and the Golden Rule, a corporation, Lessee, filed with the Register of Deeds in and for Ramsey County, Minnesota, as Book 1 of Leases, Page 259; and

WHEREAS, part of ANB's rights of ownership are subject to that certain ground lease dated October 12, 1912, in favor of Otto Bremer and Benjamin N. Schneider, filed on November 23, 1912 with the Register of Deeds in and for Ramsey County, Minnesota, in Book I of Leases at page 543; and

Miller, Elmer K. Miller and the Theo Hamm Brewing Co.

in Book I of Leases at page 560.

skyway bridges between the aforesaid buildings; and

and

Robert Street to the respective structures hereinabove referenced; and

hereto as Exhibit "A" and made a part hereof by reference thereto.

PARTIES HERETO AS FOLLOWS:

- 269927 as adopted by the Council of the City of Saint Paul.

- structures, necessary construction work on the existing structures herein.

above referred to for the purpose of opening said structures to receive

the skyway bridge; necessary mechanical and electrical systems and related equipment for the heating, cooling, lighting and roof drainage of said bridge which may be connected to or tied into one or more of the abutting buildings for purposes of roof drainage and obtaining a source of heat, cool air and electricity; glass doors at one end of each skyway bridge including necessary door framing; fire doors and framing to the extent necessary or to the extent required by applicable fire and building code finishing related to bridge and connectors, and insulated or Thermopane glass to the extent glass is used to enclosed said skyway bridges. Bank and Alstores (together with Allied), and Alstores (together with Allied) and Hillcrest agree to make the necessary improvements in the interior of their respective buildings in order to accommodate the skyway concourse system.

3. Claseman, Alstores, and Allied, and/or their respective successors in interest, agree to operate and provide the necessary repairs and maintenance of the skyway bridge over Seventh Street and its integral parts at their sole expense and at no expense to the City or the HRA. Such maintenance shall include, but not be limited to, window, floor and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Claseman, Alstores and Allied (and/or their respective successors in interest) shall agree to share the maintenance, operating and repair costs for the Seventh Street skyway bridge and its related equipment.

4. Alstores, Allied and Hillcrest, and/or their respective successors in interest, agree to operate and provide the necessary repairs and maintenance of the skyway bridge over Robert Street and its integral parts at their sole expense and at no expense to the City or the HRA. Such maintenance shall include, but not be limited to, window, floor and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning.

Alstores, Allied and Hillcrest (and/or their respective successors in interest) shall agree to share the maintenance, operating and repair costs for the Robert Street skyway bridge and its related equipment.

5. Claseman and Alstores (together with Allied), and Alstores (together with Allied) and Hillcrest shall enter into an agreement for sharing the maintenance costs and operating and repair costs for the skyway bridges and related equipment which abut their respective buildings.

6. Any disputes between First Parties on the one hand and Second Parties on the other with respect to Second Parties' responsibility and obligation to adequately maintain and operate the skyway bridges shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Unless the parties hereto have mutually agreed upon qualified persons, one arbitrator shall be appointed by each party and the two so chosen shall designate the third. The arbitrators shall then decide the matter or matters in dispute, and the decision of any two out of the three arbitrators shall be binding upon the parties hereto.

7. A surety bond and insurance for hazard and liability per the attached Exhibit "A" shall be a maintenance cost to be assumed by Claseman and Alstores (together with Allied) for the skyway bridge over Seventh Street, and shall be shared in accordance with the agreement for the sharing of operating, maintenance and repair costs that Bank and Alstor (together with Allied) shall enter into as herein provided.

8. A surety bond and insurance for hazard and liability per the attached Exhibit "A" shall be a maintenance cost to be assumed by Alstores (together with Allied) and Hillcrest for the skyway bridge over Robert Street and shall be shared in accordance with the agreement for the sharing of operating, maintenance and repair costs that Alstor (together with Allied) and Hillcrest shall enter into as herein provide

9. Insurance for hazard and liability for the areas designated as easements for the skyway system shall be a maintenance cost to be

assumed by the respective building owners. Claseman, Alstores (together with Allied) and Hillcrest shall furnish and maintain public liability and casualty insurance coverage with a duly licensed insurance company, wherein the City and HRA shall be designated as co-insureds, said insurance containing the following minimum coverages: For personal injuries, including death, \$500,000.00 for each occurrence; for property damage to the extent of \$200,000.00 in any single accident. The casualty insurance shall have an all risk or physical loss coverage in the amount of the full replacement cost of the bridge. * PROPERTY INS.

10. Claseman, Alstores (together with Allied) and Hillcrest hereby agree, for themselves, their successors and assigns, to grant to the City for the public, subject to the terms and conditions hereinafter set forth, an easement for the limited purpose of a pedestrian passageway over, in and upon the pedestrian concourse system for the use by and benefit of the public for the limited purpose of utilizing said areas as a pedestrian thoroughfare, in and through their respective buildings as follows:

- Open*
- A. The said easement area through the Bremer Building shall extend from the property line opening of the Twin City Federal Building to the property line at the bridge opening spanning Seventh Street to the Donaldson's Department Store Building and also across the existing escalators to the Seventh Street public sidewalk. The said easement area shall be twelve (12) feet in width except at the lesser width of the escalator or where the structural design of the building is such that a width of 12 feet is impossible.
 - B. The said easement area through Donaldson's Department Store shall extend from the property line at the bridge opening on Seventh Street to the property line at the bridge opening on Robert Street and also to extend across the existing escalators to the Seventh Street public sidewalk. The said easement area shall be ten (10) feet in width, except at the lesser width of the escalator or where the structural design of the building is such that a width of 12 feet is impossible.
 - C. The said easement area through Hillcrest shall extend from the property line at the bridge opening on Robert Street across the existing escalators to the Seventh Street public sidewalk. The said easement area shall be twelve (12) feet in width, except at the lesser width of the escalator or where the structural design of the building is such that a width of 12 feet is impossible.

That said easement area shall be subject to reasonable rules and regulation as set forth in Exhibit "B" which all parties hereto deem appropriate for the purpose of regulating the conduct of persons within the easement areas in order to maintain the commercial integrity of the grantors' premises. Approval by the HRA of any proposed changes in the regulations governing the easement areas shall not be unreasonably withheld. The aforesaid easement areas shall be surveyed and described by a registered land surveyor at the expense of the HRA.

11. That except as otherwise provided herein, the grant of easement by Second Parties shall be limited to only those days and hours during which the said skyway bridges shall be open and said easements shall exist only during said days and hours, as hereinafter provided on Exhibit "C" which is attached hereto and made a part hereof by reference thereto.

12. That Second Parties agree to provide those members of the public who are physically handicapped with reasonably direct access within their respective buildings to elevators at the ground level and reasonably direct access from said elevators to the skyway bridges and the pedestrian concourse system within each respective building; provided, however, said access shall not be deemed to be within the easement areas as hereinabove described.

13. The parties hereto agree that overhead directional signs may be installed within the skyway bridges and the easement areas. The location of said directional signs shall be determined jointly by the HRA and the respective building owner. The initial purchase and installation of these directional signs shall be borne by the HRA. The costs of operating, maintaining, and repairing the signs shall be borne either individually by the party on whose property the sign is located, or as to those signs located within the skyway bridge, jointly by those parties to whose building the bridge attaches. If for any reason the location area of the easement is changed, the sign shall be moved accordingly, and the cost of moving and installing signs to new easement areas shall be borne by the respective property owner(s). If the sign moving requires a change in the sign face, this shall be done at the property owner's expense, and shall be consistent with the graphic design system established for skyway signs.

14. The skyway bridges which are the subject of this Agreement shall not be operated for the purpose of advertising the name of products or businesses of any of the Second Parties or others; nor for the conduct of any commercial activity whatsoever; provided, however, nothing herein contained shall prevent the installation and maintenance of the aforesaid directional signs or signs identifying the building names.

15. All parties hereto agree that the skyway bridges will be open not less than the hours set forth on the Exhibit "C," which is attached hereto and made a part hereof by reference thereto.

16. The grant of the easement aforesaid is subject to the aforementioned ground leases.

17. The grant of easement herein by Second Parties shall be subject to the right of grantors to change the location of the easement areas conditioned upon the grant of a new easement which shall permit the continuity of the pedestrian concourse 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 first obtaining the approval of HRA and the City, which approval will not be unreasonably withheld or delayed by HRA and the City, and, on the further condition, that said new easement area shall be surveyed and described by a registered land surveyor at the cost of the owner.

18. All construction by First Parties of the skyway bridge shall be done in a workmanlike manner, utilizing materials of reasonable quality and First Parties shall comply with all applicable building codes and regulations. All construction pursuant to this Agreement shall be pursuant to the plans and specifications as approved by Second Parties.

19. Notwithstanding anything to the contrary herein, the easements given or to be given by Second Parties shall terminate upon the happening of any of the following events:

- A. In the event the pedestrian concourse system within their building is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building in, upon or over which the easement areas are located shall be substantially destroyed or demolished and such buildings shall not be repaired or reconstructed.
- C. Twenty-five years from the date of this agreement.

20. Alstores and Allied and/or their respective successors in interest hereby agree that in the event the use of the first and second floors of their building is ever used for purposes other than retail sales or office space, during the term and existence of the easement granted herein, that then, the second floor pedestrian concourse easement area shall be provided with an adequate security line which may include, at the discretion of the then building owner, enclosing the easement area with permanent or temporary walls; providing a roped off security line with security personnel in attendance; or any other security device which may be acceptable to the then owner; provided, however, that the selection of the said security line or security device by the then building owner shall be subject to the consent of the City and/or HRA, which consent shall not be unreasonably withheld.

21. The HRA and the City hereby waive any right they may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid buildings by condemnation or under the threat of condemnation. Said waiver applies to the easement through the respective buildings but not to the skyway bridges.

22. The HRA will include a provision in its contract for the construction of the skyway bridges whereby the contractor consents to the assignment of warranties to the owners of the buildings abutting the bridges.

23. It is agreed by and between the parties hereto that the skyway bridges shall at all times be owned by the City and/or HRA, and said bridges 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 bridges are intended to benefit the public generally. In consideration of second parties undertaking herein, the City and/or HRA agree to keep said bridges open to the public during the days and times provided on Exhibit "C", which is attached and made a part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

APPROVED AS TO FORM TT: 07

In the Presence of:

La Verne Nelson
James L. Clements

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

By Ray St

By James Clements

In the Presence of: APPROVED AS TO
FORM TT: 07

La Verne Nelson
James L. Clements

CITY OF SAINT PAUL, MINNESOTA

By James Clements

By James Clements

Its Director, Dept. of Finance & Mgmt. Serv.

In the Presence of:

Shirley Daniels
Nancy J. Morrisette

AMERICAN NATIONAL BANK AND TRUST COMPANY

By Walt St

By Ray B. St

In the Presence of:

Shirley Daniels
Nancy J. Morrisette

ANB REALTY CORPORATION

By Walt St

By Ray B. St

In the Presence Of:

Don R. St
Paul T. Fink

A.C. CLASEMAN AND ASSOC., INC.

By Paul St

By Paul St

In the Presence of:

La Verne Nelson
Nancy J. Morrisette

ALSTORES REALTY CORPORATION

By Robert E. St

By Robert E. St

In the Presence of:

La Verne Nelson
Nancy J. Morrisette

ALLIED CENTRAL STORES, INC.

By Robert E. St

By Robert E. St

In the Presence of:

La Verne Nelson
Nancy J. Morrisette

HILLCREST DEVELOPMENT

By Ray St

By General Partner

JOHNSON & EASTLUND

1702 MIDWEST PLAZA BUILDING

MINNEAPOLIS

55402

339-8931
612

GEORGE R. JOHNSON
WARREN E. EASTLUND
RALPH W. PETERSON
DOUGLAS J. CARNEY
HARVEY T. SOLSTAD
WANS F. ZIMMERMANN

January 16, 1978

Mr. Terrence J. Garvey
Assistant General Counsel
Housing & Redevelopment Authority
55 East Fifth Street
St. Paul, MN 55101

Mr. Bruce G. Odlaug
Attorney
332 Hamm Building
St. Paul, MN 55102

Mr. Russell Sudeith
Attorney
W - 10th Floor
First National Bank Building
St. Paul, MN 55101

Re: St. Paul Skyway Agreement

Gentlemen:

As you perhaps know, our client, Allied Central Stores, Inc., has submitted the final draft of the Skyway Agreement to its parent corporation in New York for their review. Several questions have been raised by this review and Mr. Garvey and I have discussed these matters by telephone. This letter shall serve as a modification of and amendment to the Skyway Agreement in order to resolve certain issues without creating the necessity for preparation of a formal amendment to the Agreement. If the contents of this letter are acceptable to you, please indicate your acceptance with your clients' signatures on the signature lines herein below.

One of the questions which has been raised is the application of the proceeds from the fire and extended coverage insurance in the event of the destruction or damage to the skyway bridge. The Skyway Agreement appears ambiguous in this regard and, based upon my discussions with Mr. Garvey and with Mr. Odlaug, I believe the most reasonable interpretation of the Agreement as it relates to this matter is as follows:

1. With regard to public liability insurance, the respective building owners (second parties to the Skyway Agreement) and the

Housing & Redevelopment authority and the City of St. Paul will be co-insureds on said insurance policy or rider to an existing policy.

2. With respect to fire and extended coverage on the skyway bridge itself, each building owner will be the sole insured for its respective portion of the skyway bridge.

3. In the event a bridge is damaged or destroyed and

a. The City Counsel does not order the bridge removed (pursuant to §2, ¶P of the City of St. Paul Ordinance #16362) and

b. If such destruction or damage occurs within twenty-five years from the date of the Skyway Agreement,

then the insurance proceeds shall be used to rebuild and repair the skyway bridge.

4. In the event a bridge is damaged or destroyed and

a. The City Counsel orders the bridge removed or

b. The damage or destruction occurs subsequent to twenty-five years from the date of the Skyway Agreement,

then the easements granted by second parties shall terminate and the Skyway Agreement shall terminate and the insured shall retain the insurance proceeds.

A second matter which requires clarification is with respect to the ordinance number of the City of St. Paul which has been attached to the Skyway Agreement as Exhibit A. In the body of the Skyway Agreement, the ordinance number has incorrectly been stated as #269927 (which is the City Counsel file number) instead of the accurate ordinance number which is #16362.

A third matter that requires attention herein is that in order that the second parties to the Agreement (building owners) can adequately make future plans, it is imperative that some time parameters be agreed upon by all parties to the Agreement. Accordingly, in the event said skyway bridges have not been completed at the end of two years subsequent to the date of the Skyway Agreement, the Skyway Agreement shall become null and void and the easements granted by second parties (building owners) shall terminate and be of no force or effect whatsoever; provided, however, that in the event the City or HRA shall be delayed or hindered in or prevented from doing or performing any act or thing required by the Skyway Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure

materials, failure of power, riots, insurrection, war or other causes beyond the reasonable control of HRA and the City, then the completion of said skyway bridges shall be excused for the period of delay and the period for the completion of the skyway bridges shall be extended for a period equivalent to the period of such delay.

The fourth matter requiring attention in this letter is that it is understood that the Skyway Agreement and the easements granted by second parties shall be subject to the ground leases of second parties as referred to in the Skyway Agreement and prior mortgage encumbrances.

Finally, it is agreed that in the event any of second parties sell their buildings and assign their interest in their respective ground leases and improvements thereon; or, in the event of termination of any of the second parties' ground leases, pursuant to the terms thereof; or, in the event of a foreclosure by the mortgagee of any mortgage which is or may become a lien on any of the premises of second parties; that then and in any of the foregoing events, the second party so assigning its interest; or the second party whose lease is terminated; or the second party whose mortgage is foreclosed shall be deemed released from any and all liability and obligations of the said Skyway Agreement and all attachments thereto including the City of St. Paul, Minnesota Ordinance #16362.

Very truly yours,

APPROVED AS TO FORM <u>[Signature]</u> HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA	for JOHNSON & EASTLUND APPROVED AS TO FORM <u>[Signature]</u> CITY OF SAINT PAUL, MINNESOTA
By <u>[Signature]</u> By <u>[Signature]</u> AMERICAN NATIONAL BANK AND TRUST COMPANY	By <u>[Signature]</u> Its Mayor By <u>[Signature]</u> Its Director, Dept. of Finance & Mc Servi ANB REALTY CORPORATION
By <u>[Signature]</u> By <u>[Signature]</u>	By <u>[Signature]</u> By <u>[Signature]</u>

& ASSOC.,
A.C. CLASEMAN ~~AND ASSOCIATES~~, INC.

ALSTORES REALTY CORPORATION

By *[Signature]*

By *[Signature]*

By _____

By Robert E. Ahart

ALLIED CENTRAL STORES, INC.

HILLCREST DEVELOPMENT

By *[Signature]*

By *[Signature]*

By Robert E. Ahart

By General Partner

Ordinance

Presented By Paul H. H. H. **Exhibit A** Ordinance NO. 11-362

Referred To _____ Committee: _____ Date: _____

Out of Committee By _____ Date: _____

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE THE FOLLOWING OVERHEAD PEDESTRIAN PASSAGEWAYS OVER PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL; AND

- 1) ACROSS EAST SEVENTH PLACE BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND ROBERT STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING BREMER BUILDING ON THE SOUTH SIDE OF EAST SEVENTH PLACE TO DONALDSON'S ON THE NORTH SIDE OF EAST SEVENTH PLACE.
- 2) ACROSS ROBERT STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EIGHTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM EXISTING DONALDSON'S ON THE WEST SIDE OF ROBERT STREET TO THE METRO SQUARE BUILDING ON THE EAST SIDE OF ROBERT STREET.
- 3) ACROSS CEDAR STREET BETWEEN THE INTERSECTION THEREWITH OF EAST FOURTH STREET AND EAST FIFTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING ATHLETIC CLUB BUILDING ON THE EAST SIDE OF CEDAR STREET TO THE MINNESOTA MUTUAL LIFE BUILDING ON THE WEST SIDE OF CEDAR STREET.
- 4) ACROSS EAST FOURTH STREET BETWEEN THE INTERSECTION THEREWITH OF CEDAR STREET AND WABASHA STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING MINNESOTA MUTUAL LIFE BUILDING ON THE NORTH SIDE OF EAST FOURTH STREET TO THE DEGREE OF HONOR BUILDING ON THE SOUTH SIDE OF EAST FOURTH STREET.

OLD	NEW	ORG.
OLD		REC.
RLW		WAM
GRS		JFK
ROP		DSK
JFS		CLT
RLH		AJD
TJE		VAP
WSE		ULN
ASA		R.H.A.

COUNCILMEN

Yeas _____ Nays _____

Butler _____ In Favor

Hozza _____

Hunt _____

Levine _____

Roedler _____ Against

Sylvester _____

Tedesco _____

Adopted by Council: _____ Date: _____

Certified Passed by Council Secretary: _____

By _____

Approved by Mayor: _____ Date: _____

By _____

Requested by Department of: _____

By _____

Form Approved by City Attorney: _____

By _____

Approved by Mayor for Submission to Council: _____

By _____

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority hereby are granted to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota corporation and/or its successors in interest to construct, maintain and operate the following overhead pedestrian passageways over public streets within the corporate limits of the City of Saint Paul; and

- 1) across East Seventh Place between the intersection therewith of Minnesota Street and Robert Street, said overhead pedestrian passageway to be extended from the existing Bremer Building on the south side of East Seventh Place to Donaldson's on the north side of East Seventh Place.
- 2) across Robert Street between the intersection therewith of East Seventh Place and Eighth Street, said overhead pedestrian passageway to be extended from existing Donaldson's on the west side of Robert Street to the Metro Square Building on the east side of Robert Street.
- 3) across Cedar Street between the intersection therewith of East Fourth Street and East Fifth Street, said overhead pedestrian passageway to be extended from the existing Athletic Club Building on the east side of Cedar Street to the Minnesota Mutual Life Building on the west side of Cedar Street.
- 4) across East Fourth Street between the intersection therewith of Cedar Street and Wabasha Street, said overhead pedestrian passageway to be extended from the existing Minnesota Mutual Life Building on the north side of East Fourth Street to the Degree of Honor Building on the south side of East Fourth Street.

Section 2.

That the Director of Public Works is hereby authorized to issue necessary permits to said permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, for the construction, maintenance, and operation of said overhead pedestrian passageways according to the plans and specifications approved by the Department of Public Works and at the separate cost and expense of said permittee, upon said permittee's compliance with the following conditions.

- a. That said permittee and/or its successors in interest shall, at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain, and operate said overhead pedestrian passageways hereunder;
- b. That said permittee shall pay the costs for the publication of this ordinance;

c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works due to this undertaking, said costs are estimated to be a sum of Six Hundred Dollars (\$600.00) for each overhead pedestrian passageway noted above and shall be accounted for under separate Department of Public Works Project Numbers;

d. That said permittee shall furnish the Department of Public Works all documents of record, for each overhead pedestrian passageway, that are a part of each contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;

e. That said permittee shall construct each overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota. Copies of said plans and specifications for each overhead pedestrian passageway hereunder are to be filed with the Department of Public Works prior to bidding. Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;

f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless, and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims of whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of each overhead pedestrian passageway hereunder; and that supplemental to all other obligations, on their part, jointly and/or severally, hereunder, said permittee and/or its successors in interest shall furnish and maintain and pay all premiums and other expenses therefor, Casualty Insurance Coverage, with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident, and to the extent of \$200,000.00 for damage to property in any single accident, indemnifying the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structures hereunder, at all times, and to furnish competent evidence of said coverage from time to time, to the Director of Finance and Management Services of the City of Saint Paul;

g. That said permittee shall not proceed with the applicable construction unless and until said permittee shall have fully complied with the provisions regarding insurance and indemnification contained in the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction," dated September 1, 1976, Section numbered 1305.2 for each overhead pedestrian passageway noted above. For the purpose of this Ordinance, the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word

109827

"contractor" wherever same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction" dated September 1, 1976 is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim.

h. That said permittee and/or its successors in interest, shall among other things, at their own cost and expense, make adequate and effective provisions therefor and drain all moisture, rain and snow which shall accumulate thereon by proper devices through each overhead pedestrian passageway noted above and in a manner so that the flowing and/or spilling of same on any part of said sections of said public streets or private property shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate each overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel, such maintenance to include, but shall not be limited to, glass, floor, metal trim, and hardware cleaning, polishing, and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within each bridge to maintain temperature comparable to that normally maintained within heated and air-conditioned rental office spaces;

i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all of the supports of each overhead pedestrian passageway noted above entirely within the lines of the subject private real estate and entirely without public street rights-of-way;

j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of the above overhead pedestrian passageways shall make necessary the closing of certain public streets or any part thereof; all expenses incurred by the Traffic Bureau in furnishing, installing, or removing barricades, signs, and other control devices shall be paid by the permittee;

k. That said permittee and/or its successors in interest shall not use any part of the above overhead pedestrian passageways for advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;

l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance, and operation of each overhead pedestrian passageway hereunder, provide respectively a minimum vertical clearance of at least 17' 3" on the bridges across Cedar Street and across East Fourth Street and at least 17' 4" on the bridges across East Seventh Place and across Robert Street between and throughout the course of the bottom of said structures and the surface of said sections of public streets, except as may be altered by the City's future street work;

m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;

n. That said permittee and/or its successors in interest shall complete the construction and erection of each overhead pedestrian

passageway by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under Paragraph (o) below;

o. That said permittee shall notify the Bridge Engineer of the Department of Public Works before and when construction has been completed to allow for a final inspection of each overhead pedestrian passageway hereunder;

p. That each overhead pedestrian passageway hereunder shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of said structure from said location;

q. That said permittee shall, within the period of 10 days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;

r. That upon the execution of an Agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the applicable building/property owners respecting the aforesaid pedestrian passageways noted above, the permittee being the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, i.e. the applicable building/property owners respecting the aforesaid overhead pedestrian passageways as noted above shall be responsible for paying the insurance premiums for the overhead pedestrian passageway(s) connecting their buildings and also for providing the maintenance and operation same;

s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for each completed overhead pedestrian passageway (bridge) hereunder, made and executed by said permittee's successors in interest as Principal, and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as Surety, to and in favor of the City of Saint Paul as obligee, conditioned upon the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain or repair said overhead pedestrian passageway to a reasonable standard of safety, or fail to remove said overhead pedestrian passageway upon order by the Council, the City of Saint Paul may undertake the maintenance, repair, or removal thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in full force and effect as long as said overhead pedestrian passageway or any part thereof remains in that portion of public right-

Ordinance

Ordinance NO. 16362

Presented By _____

Referred To _____

Committee: _____

Date _____

Out of Committee By _____

Date _____

-6-

of-way as shown on plans to be filed with the Department of Public Works. The Surety Bond shall be in form as shall be approved by the City Attorney, and shall have such surety as shall be approved by the Director of Finance and Management Services;

t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on each bridge before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same;

u. That said permittee shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works for each overhead pedestrian passageway hereunder. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be appropriately filed with the Director of Finance and Management Services of the City of Saint Paul.

Section 3.

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

mkd

COUNCILMEN

Yeas _____ Nays _____

Butler
Hozza
Hunt
Levine
Roedler
Sylvester
Tedesco

7 In Favor
0 Against

Adopted by Council: Date NOV 3 1977

Certified Passed by Council Secretary

By _____

Approved by Mayor: Date NOV 4 1977

By _____

Requested by Department of:

Public Works

By _____

Daniel J. Dunford, Director

(TJE/RA)

Form Approved by City Attorney

By _____

Approved by Mayor for Submission to Council

By _____

16-5

EXHIBIT B

The grant of easements pursuant to paragraph 10 of that certain Skyway Agreement dated _____, 1977, to which this document is an Exhibit, shall be subject to the following rules, regulations and standards of conduct which shall be enforceable by the grantors of said easement areas by any action of law or in equity or by way of ejecting the offending person or persons from the easement areas.

WHEREAS, HRA and the City, first parties, have agreed to construct certain skyway bridges across Seventh Street and Robert Street in St. Paul, Minnesota, in order to connect the buildings commonly known as the Bremer Arcade Building, Donaldson Department Store Building and Metro Square Building to the St. Paul skyway system; and

WHEREAS, first parties and second parties have agreed that second parties shall grant certain easements through their respective buildings to the public in order to connect the said skyway bridges with a pedestrian passageway; and

WHEREAS, said easement areas, when the same are surveyed and laid out, will, in some instances, be adjacent to retail selling areas of the grantors as unenclosed aisles; and

WHEREAS, grantors have promulgated certain rules, regulations and standards of conduct in order to insure the commercial integrity of grantors, their successors and assigns and other business invitees, tenants and customers of grantors.

NOW, THEREFORE, the following rules, regulations and standards of conduct shall prevail in, over and upon the easement areas, violation of which shall be grounds, among other things, to eject the violating person or persons from the easement areas and the premises of grantors.

1. No person shall commit any lewd, obscene, immoral or illegal act.
2. No person shall conduct him or herself in any loud, boisterous or disruptive manner.
3. No person may carry on or conduct any activity which amounts to a nuisance.

4. No person shall block access to and from the easement areas or otherwise interfere with the free flow of pedestrian traffic within the easement areas.
5. No person shall consume food or beverages within the easement areas.
6. No person shall sit or lay within the easement areas or unreasonably loiter therein.
7. No person shall be permitted to advertise any cause or product within the easement areas, nor shall any person carry any placards, signs nor hand out literature, hand-bills, leaflets or any other written or printed material of any kind whatsoever.
8. No person shall solicit funds for any purpose nor shall any person be permitted to solicit signatures or circulate petitions for signature within the easement areas.
9. No person shall demonstrate or picket within the easement areas, irrespective of the purpose or cause, nor shall organized groups or individuals be permitted to march, chant, sing, or demonstrate for any purpose whatsoever.
10. No loud speakers, bullhorns or sound amplifications of any kind whatsoever shall be permitted to be used within the easement areas.
11. No person, firm, corporation, partnership nor any governmental agency shall be granted any concession, license, permit, grant of authority, easement or franchise to sell, barter, vend, peddle, distribute, solicit or give anything whatsoever within the easement areas.

In addition to the foregoing, grantors reserve the right to promulgate such further and additional rules and regulations as will, in grantors' collective judgment, maintain the commercial integrity of grantors and their successors and assigns and advance the convenience of grantors' tenants, business invitees and customers.

EXHIBIT C

This Exhibit C to be attached to and made a part of that certain Skyway Agreement dated the 5th day of Jan, 197⁸, by and between the Housing and Redevelopment Authority of the City of St. Paul and the City of St. Paul, first parties, and the American National Bank and Trust Company; ANB Realty Corporation; A. C. Claseman and Associates, Inc.; Alstores Realty Corporation; Allied Central Stores, Inc. and Hillcrest Development.

That the grant of easement pursuant to paragraph 10 of the above-referenced Skyway Agreement shall be limited, pursuant to paragraph 11 of said Skyway Agreement, to only the following days and hours during which said skyway bridges and easements shall be open, and said easements shall exist only during the following days and hours:

- A. The said skyway bridges shall be open and the easements shall exist during and coincidental with the regular hours during which the Donaldson's Department Store building is open to the public for business.
- B. That the skyway bridge over Robert Street, connecting the Donaldson's Department Store building and the Metro Square Building and the grant of easement over certain portions of the Metro Square Building shall be open and shall exist in accordance with paragraph A hereinabove except that the bridge and easement described in this paragraph B shall close and shall not exist subsequent to six o'clock p.m., Monday through Friday and Saturdays, Sundays and holidays.

7-11-79/8-30-79/9-11-79/9-14-79/9-20-79/10-9-79

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of October, 1979, by and between A. C. CLASEMAN & ASSOC., INC., a Minnesota corporation, ANB REALTY CORPORATION, a Minnesota corporation, and THE AMERICAN NATIONAL BANK AND TRUST COMPANY, a corporation organized as a National Banking Association under the laws of the United States of America, these parties hereinafter referred to as parties of the first part, BREMER TOWERS, a Minnesota limited partnership, hereinafter referred to as party of the second part, and A. C. CLASEMAN, of Ramsey County, Minnesota,

WITNESSETH:

WHEREAS, the American National Bank and Trust Company is the owner of that tract of land in the County of Ramsey, State of Minnesota, described in Exhibit "A-1", a copy of which is attached hereto and made a part hereof; and

WHEREAS, ANB Realty Corporation is the owner of a tract of land in the County of Ramsey, State of Minnesota, described in Exhibit "A-2", a copy of which is attached hereto and made a part hereof; and

WHEREAS, A. C. Claseman & Assoc., Inc., is a tenant of the property described in Exhibits "A-1" and "A-2", pursuant to the terms of a sub-lease agreement dated the 27th day of January, 1976; and

WHEREAS, party of the second part is the assignee of the lessee's interest in that certain lease agreement dated the 12th day of March, 1927, filed March 28, 1928, recorded in Book "I" of Leases, Page 37, between Albert I. Shapira and Annie R. Shapira, his wife, and Moses Shapira and Gertrude Shapira, his wife, as Lessors and Ralph N. Cardozo and Hart N. Cardozo, as Lessees, which document is hereinafter referred to as the "Ground Lease", which Lessee's interest was assigned to R. N. Cardozo & Brother, Inc., pursuant to an Assignment of Lease dated June 8, 1932, filed December 31, 1932, as Register's File No. 844848, recorded in Book 135 of Assignments, Page 419, for the property described in Exhibit "B", a copy of which is attached hereto and made a part hereof; and

WHEREAS, party of the second part desires access to the building and the property described in Exhibits "A-1" and "A-2"; and

WHEREAS, parties of the first part desire access to the building on the property described in Exhibit "B"; and

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, Minnesota, have undertaken to develop a pedestrian skyway system within the Downtown Central Business District of Saint Paul, Minnesota; and

WHEREAS, the extension of the pedestrian skyway system over Minnesota Street from the Radisson Hotel to the property described in Exhibits "A-1" and "A-2" is planned for construction; and

WHEREAS, party of the second part desires ingress and egress through the building on the property described in Exhibits "A-1" and "A-2" to said skyway; and

WHEREAS, party of the second part desires access to the ground level of the building located on the property described in Exhibits "A-1" and "A-2"; and

WHEREAS, parties of the first part desire access to the ground level of the building located on the property described in Exhibit "B"; and

WHEREAS, party of the second part desires to locate certain mechanical equipment on the roof of the building located on the property described in Exhibit "A-1", specifically on that portion of the property described as Lot 8, Block 4, St. Paul Proper, Ramsey County, Minnesota, and to have access to said roof so as to locate and repair said mechanical equipment; and

WHEREAS, parties hereto are willing to grant the easements described above.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid by party of the second part to parties of the first part, receipt of which is hereby acknowledged, and mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. Parties of the first part hereby grant to the party of the second part, its successors and assigns, a permanent easement and right of way, over and across the areas which are marked with x's in Exhibit "C", a copy of which is attached hereto and made a part hereof, together with full and free right for party of the second part, its tenants, servants, visitors, and licensees, at all times hereafter, for the purpose of ingress to and egress from the second floor of the building on the property described in Exhibit "B" hereto and for the purpose of ingress to and egress from the ground level of the building on the property described in Exhibit "B" hereto.

the right of ingress and egress over said roof and through the building located on the property described in Exhibit "A-1", so as to locate said equipment, and so as to make any repairs or replacements as may be necessary from time to time. The cost of the location of said equipment and any cost of repairs for damage done in the location of or servicing of said equipment shall be the sole responsibility of party of the second part. In the event that the building upon which said equipment is located is substantially destroyed by casualty and/or is demolished, this easement shall terminate, and the cost of the relocation of said equipment shall be the sole responsibility of the party of the second part.

Notwithstanding anything above to the contrary, the American National Bank and Trust Company shall have the right to terminate the easement set forth in this Paragraph 6 in the event that it is the fee owner of the property described in Exhibit "A-1" and the sublease agreement dated the 27th day of January, 1976 is terminated. In such event, the cost of the removal of said equipment and any cost of repairs for damage done to said property shall be the sole expense of party of the second part. In the event of such a termination, party of the second part shall have the right of ingress and egress over said roof and the building located on said property so as to remove said equipment. The American National Bank and Trust Company shall notify party of the second part of its intention to terminate said easement by giving written notice to party of the second part at least sixty (60) days written notice of its intention to so terminate, said notice to be delivered to party of the second part by United States mail, certified mail, return receipt requested.

7. Parties of the first part hereby grant to party of the second part, its successors and assigns, a permanent easement and right of way, over and across the area which is outlined in Exhibit "E", a copy of which is attached hereto and made a part hereof, together with full and free right for party of the second part, its tenants, servants, visitors and licensees, at all times hereafter, for the purpose of ingress to and egress from the pedestrian skyway system as described in the agreement dated the 5th day of January, 1978, a copy of which is attached hereto and made a part hereof as Exhibit "F".

Notwithstanding anything in this Paragraph 7 to the contrary, the easement created by this Paragraph 7 shall terminate at such time as an easement for a pedestrian skyway is created to connect the easement described in Exhibit "F" with a skyway bridge crossing Minnesota Street between Sixth and Seventh Streets in the City of St. Paul, County of Ramsey, State of Minnesota. At such time, party of the second part will provide such documents to parties of the first part as may be necessary and desirable to terminate of record the easement created by this Paragraph 7.

8. It is understood and agreed that the easements granted herein are to be held by the respective grantees, their successors and assigns, as appurtenant to the land and/or leasehold interests owned by the respective grantees.

9. It is further understood and agreed that A. C. Claseman & Assoc., Inc. hereby assumes and agrees to pay for all the necessary repairs, utilities and maintenance on the area covered by the easements in the property described in Exhibits "A-1" and "A-2", except the easement described in paragraph 6 hereof. Such maintenance shall include, but not be limited to, window, floor and metal trim cleaning, polishing, repair and replacement; repainting, light bulb replacement and light bulb cleaning.

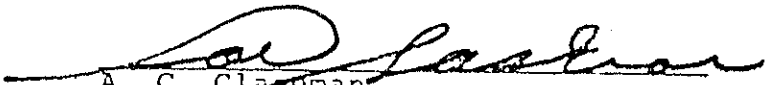
10. All of the easements created by this instrument shall terminate at such time as the building located on the property in which said easements are located is substantially destroyed by casualty and/or is demolished, provided, however, in the event said building is demolished by A. C. Claseman & Assoc., Inc., or any other entity on which A. C. Claseman & Assoc., Inc. or A. C. Claseman has a controlling interest, and a new building is constructed, easements substantially identical to the easements created in this agreement shall be created in the building constructed.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

A. C. CLASEMAN & ASSOC., INC.

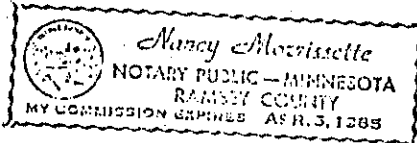
By


A. C. Claseman, Its President


A. C. Claseman

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

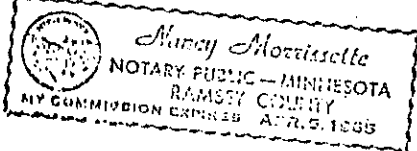
On this 8th day of October, 1979, before me, a Notary Public within and for said County, personally appeared J. E. Edell, to me personally known, who, being by me duly sworn, did say that he is respectively the Vice President of ANB Realty Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said J. E. Edell acknowledged said instrument to be the free act and deed of said corporation.



Nancy Morrisette
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

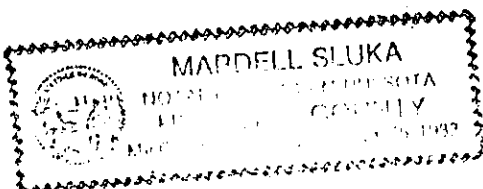
On this _____ day of _____, 1979, before me, a Notary Public within and for said County, personally appeared William S. Fallon and Wm. Helms, to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice President and Vice President of the American National Bank and Trust Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.



Nancy Morrisette
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 16th day of October, 1979, before me, a Notary Public within and for said County, personally appeared A. C. CLASEMAN, to me personally known, who, being by me duly sworn, did say that he is respectively the General Partner of Bremer Towers. ~~and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said A. C. CLASEMAN acknowledged said instrument to be the free act and deed of said corporation.~~



Mardeell Sluka
Notary Public

ANB REALTY CORPORATION

By

AMERICAN NATIONAL BANK AND
TRUST COMPANY

By

By

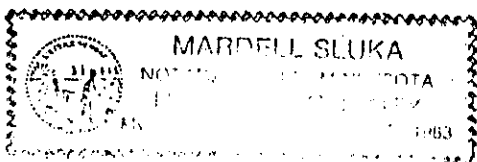
BREMER TOWERS

By

~~A. C. Claseman, General Partner~~

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 16th day of October, 1979, before me, a Notary Public within and for said County, personally appeared A. C. CLASEMAN, to me personally known, who, being by me duly sworn, did say that he is respectively the President of A. C. Claseman & Assoc., Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said A. C. CLASEMAN acknowledged said instrument to be the free act and deed of said corporation.

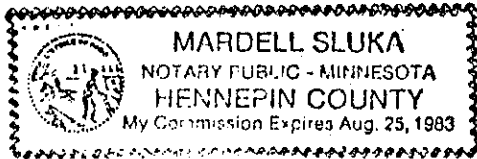


Notary Public

STATE OF MINNESOTA
SS.
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before
me this 16th day of October, 1979, by A. C. Claseman.

Mardell Sluka
Notary Public



Lots 4, 5 and 8, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the SE'ly 5 feet thereof for alley.

EXHIBIT "A-1"

The North 1/2 of the South 1/3 of Lots 1, 2 and 3, Block 4,
"St. Paul Proper", according to the plat thereof on file and
of record in the office of the County Recorder in and for
Ramsey County, Minnesota, except the easterly 20 feet thereof.

EXHIBIT "A-2"

Lots 6 and 7, Block 4, St. Paul Proper, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota.

Together with those parts of E. Seventh Street and Minnesota Street adjoining said Lots 6 and 7 described as follows, to-wit: Commencing at a point on the Northwestern line of said Lot 6 distant .28 feet from the most Northerly corner of said Lot 6; then Northwestern on a line perpendicular to said Northwestern line a distance of 2.28 feet; thence Southwesterly to a point distant 2.35 feet Northwesternly of (as measured at right angles to the Southwesterly extension of said Northwestern line) a point on the Southwesterly extension of said Northwestern line distant .4 feet from the most Westerly corner of said Lot 6; thence Southeasterly to a point distant .33 feet Southeasterly of, and measured at right angles to, a point on the Southwesterly line of said Lot 7 distant 1.18 feet from the most Southerly corner of said Lot 7; thence at right angles to the last described line a distance of .33 feet to a point on the Southwesterly line of said Lot 7; thence Northwesternly along the Southwesterly lines of said Lots 7 and 6 to the most Westerly corner of said Lot 6; thence Northeasterly along the Northwestern line of said Lot 6 to the point of beginning; the foregoing paragraph intending to describe encroachments of the existing building on said Lots 6 and 7 onto said E. Seventh Street and Minnesota Street.

EXHIBIT B

φ ———— || ————

SKYWAY

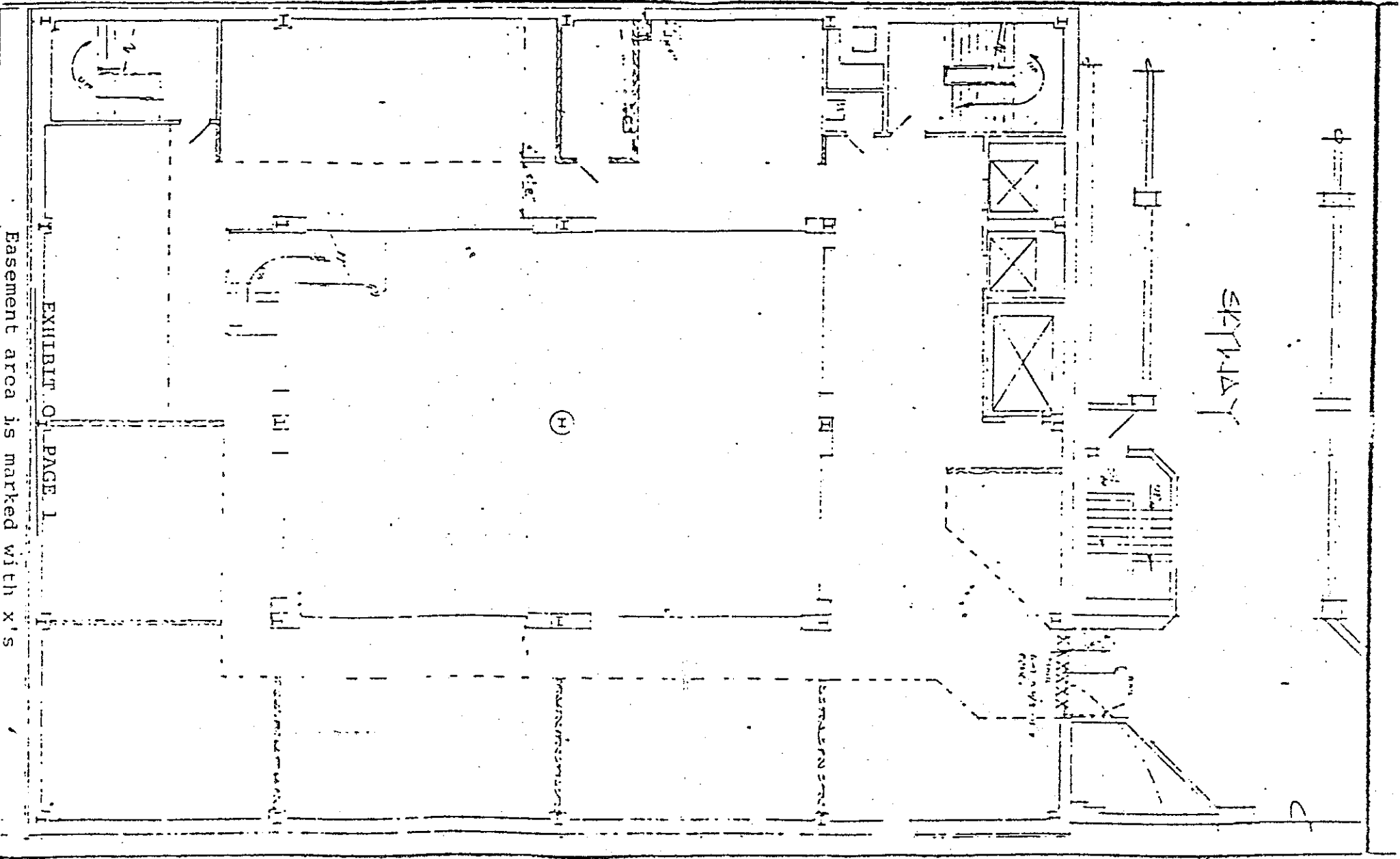


EXHIBIT O, PAGE 1

Easement area is marked with x's

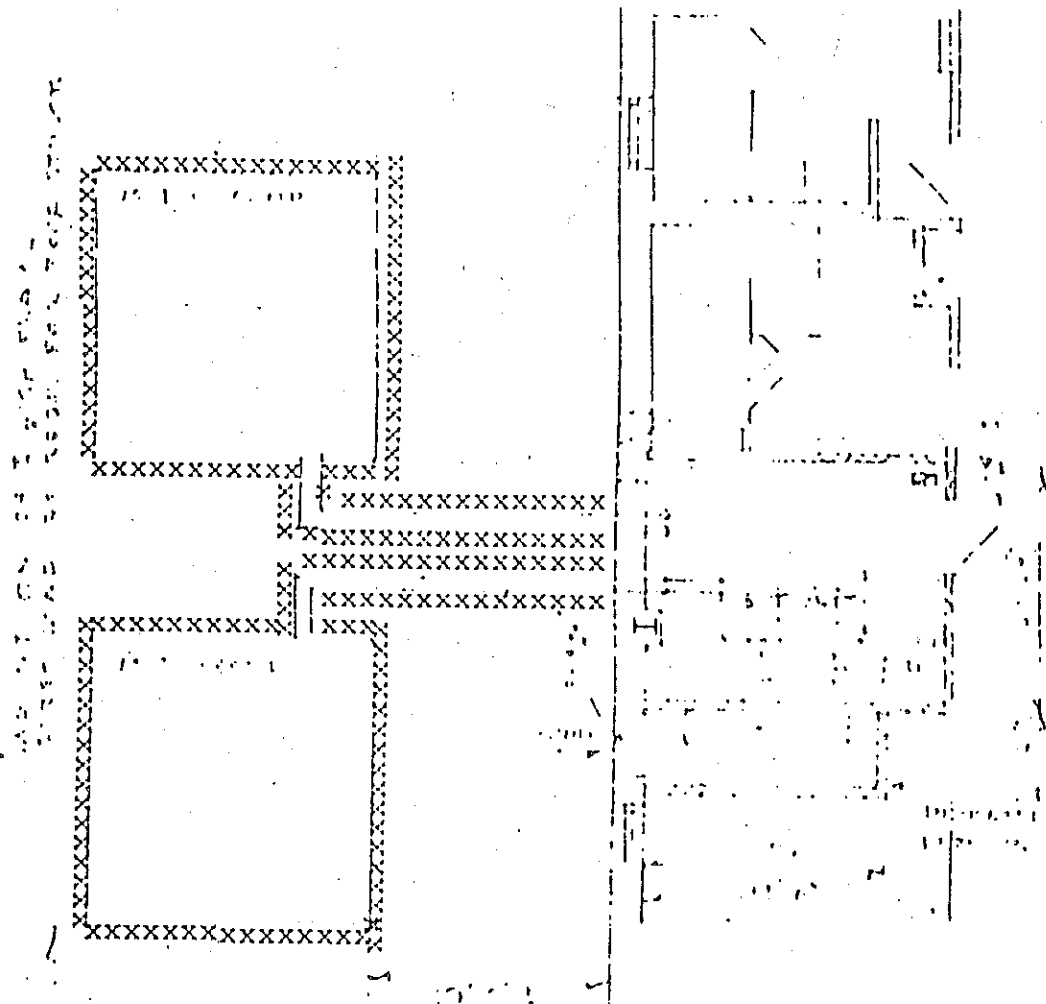
PREMER ARCADE

XXXXXXXXXXXXXXXXXX

(A) OPEN TO
GUD. FL. B.

(B)

• INITIAL FOR
FLOOR STORAGE



5th FLOOR DET.

PRESENT

SKYWAY

skyway

id
or

322

463

392

338

271

353

397

461

EXHIBIT E

BREMER BUILDING
SUMMARY OF ENCUMBRANCES

McKOWEN PARCEL = Northerly 5/6 of 6 story building
ANB PARCEL = Southerly 1/6 of 6 story building
ARCADE PARCEL = Three story building
BREMER BUILDING = McKowen Parcel, ANB Parcel and Arcade Parcel

3. TCF Easement Agreement (#2217127)

Affects entire Bremer Building and TCF Property.

a) Grants an easement to Bremer Building to operate and maintain a Well located just south of the ANB Parcel.

b) Grants an easement to Bremer Building to give access to the new alley between the Bremer Building and the TCF property via three existing entrances.

c) Grants an easement to Bremer Building for existing footings, air conditioning equipment, stacks, and building encroachments into TCF property.

d) The owner of the TCF property agrees to pay $\frac{1}{4}$ of cost of operating and maintaining 6th Street skyway bridge and agrees to pay $\frac{1}{4}$ of Bremer Building's share of such costs for Minnesota Street skyway bridge.

e) The owner of the Bremer Building agrees to pay $\frac{1}{4}$ of cost of operating and maintaining 6th Street skyway bridge. Although this obligation originated with American National Bank, it apparently applied only to the Bank's interest in the Bremer Building rather than to the Bank's current building lying south of the 6th Street skyway bridge.

f) Grants an option to the owner of the TCF property to connect to the skyway at the most westerly end of that portion of the Bremer Building on the Arcade Parcel. The option expires 12/31/99.

g) Gives the owner of the TCF property the obligation to maintain the resurfacing on the south wall of that portion of the Bremer Building on the ANB Parcel.

h) Gives the owner of the TCF property the right to maintain an antenna on the roof of the Bremer Building. This right is terminable on 30 days' notice.

i) Gives the owner of the Bremer Building the right to use the private storm sewer in the alley between the Bremer Building and the TCF property. The owner of the Bremer Building pays $\frac{1}{4}$ of the cost of maintenance.

4. 7th Place Skyway Agreement (#2148808)

Affects entire Bremer Building.

a) Provides for operation and maintenance of the skyway bridge across Seventh Place.

b) Provides for an easement to be granted the City through the skyway corridor between TCF property and the Hemar Building and across the existing escalators to the Seventh Place public sidewalk.

c) Requires that reasonably direct access be provided to elevators on the ground level and from elevators to the skyway bridges be provided for the physically handicapped.

5. Bremer Tower Easement Agreement (#2059200)

Affects Arcade Parcel and ANB Parcel

a) Mutual easements through specified openings on the first and second levels between portions of Bremer Building and Bremer Tower giving ingress to and egress from the buildings and access to the skyway. The easements are to be available during such reasonable hours as may be mutually established. The easement in the Bremer Tower is not binding on the fee owners.

b) An easement in favor of Bremer Tower to place mechanical and air conditioning on the roof of Bremer Building south of the Bremer Tower and providing access thereto. The owner of Bremer Tower is responsible for the cost of any damage arising from the location or servicing of the equipment.

c) An easement in favor of Bremer Tower over the skyway corridor from Bremer Tower to the TCF/Hemar skyway. The owner of the Bremer Building is responsible for the cost of maintaining this corridor. This easement was supposed to terminate upon dedication of the skyway corridor easement to the City. Documentation evidencing such termination has been requested from New York Life.

6. Minnesota Street Skyway Agreement (#2080224)

Affects Arcade Parcel and ANB Parcel

a) Provides for operation and maintenance of the skyway bridge across Minnesota Street and connecting skyway corridors.

b) Provides for an easement to be granted to the City through the skyway corridor between the Holiday Inn Hotel and Hemar Building and down the stairway next to the Bremer Tower to Minnesota Street. Easement is to be open during Tower Square retail hours but in no event less than 7 A.M. to 10 P.M. Monday - Friday, 7 A.M. to 7 P.M. Saturday.

7. Minnesota Street Skyway Bridge Maintenance Agreement.
(#2131696)

Affects Arcade Parcel and ANB Parcel.

a) Assigns responsibility for operation and maintenance of the skyway bridge across Minnesota Street. Owner of Holiday Inn maintains the bridge. Owner of Bremer Building pays 50% of costs.

8. Skyway Easement Agreement (#2217126)

a) Grants to the City of St. Paul the easements covered by Document #2080224 and #2148808. The easement is shown on the survey.

9. Dairy Queen Financing Statement (#2297018)

Affects McKowen Parcel and ANB Parcel

a) Grants to ITT Small Business Finance Corporation an interest in fixtures. The description of the fixtures is too broad and should be amended at the earliest opportunity. Chicago Title insured over this encumbrance on the mortgagee's policy because the Dairy Queen tenancy is in the Arcade Parcel rather than the McKowen or ANB Parcel.

10. New York Life Complaint

Affects entire Bremer Building

a) Claims that ownership of a small portion of the Arcade Parcel is held as a matter of sufferance and not as a matter of right; therefore, if the Bremer Building is removed, ownership of the small portion would revert to the owner of Bremer Tower. Chicago Title has insured title to the small portion.

b) Claims that Bremer Tower is entitled to supply of steam, heat and/or chilled water from equipment installed in Bremer Building so long as reasonable payment is made therefor. Chicago Title has insured over this claim.