



SKY BRIDGE EXPENSE AND OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day
of November, 1974, by and between

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA
a public body corporate and politic,
organized and existing under the laws
of the State of Minnesota (hereinafter
referred to as the "Authority");

and

THE CITY OF SAINT PAUL, MINNESOTA, a
municipal corporation organized and
existing under the laws of the State
of Minnesota (hereinafter referred to
as the "City");

and

TWIN CITY FEDERAL SAVINGS AND LOAN
ASSOCIATION, a corporation under the
laws of the United States;

and

AMERICAN NATIONAL BANK AND TRUST
COMPANY, a national banking association;

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Municipal
Housing and Redevelopment Act, the Authority has undertaken a
program for the clearance and reconstruction of blighted areas
in the City of Saint Paul, Minnesota; and in this connection
is engaged in carrying out a redevelopment project known as the
DOWNTOWN URBAN RENEWAL AREA, PROJECT MINN. R-20 (hereinafter
called the "Project"); and

WHEREAS, as of the date of this Agreement there has been
prepared and approved by the Authority a redevelopment plan for
the Project, designated "Redevelopment Plan for Downtown Urban
Renewal Area" approved by the Authority on April 29, 1964, and
approved by the Council of the City on May 15, 1964, by Resolu-
tion Council File No. 218124, which Plan, as it may hereafter
be amended from time to time pursuant to law, and as so con-
stituted from time to time, is hereinafter referred to as the
"Redevelopment Plan", and

WHEREAS, in order to enable the Authority to achieve the objectives of the Redevelopment Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Redevelopment Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Authority through a Contract for Loan and Capital Grant dated August 30, 1964, in the case of the Federal Government and a Cooperation Agreement, dated June 9, 1964, in the case of the City; and

WHEREAS, a major objective and element of the Redevelopment Plan is the separation of vehicular and pedestrian traffic within the Project area by redesign, widening and improvement of existing streets and the development of an upper level pedestrian system within easements through existing and new buildings spanning streets by means of overpasses or pedestrian bridges with provision for vertical access between streets and the upper level concourse system; and

WHEREAS, the City and Authority have agreed upon the location of the several pedestrian bridges, as is set forth in the Cooperation Agreement hereinbefore referred to, and the pedestrian bridge spanning Sixth Street between Robert Street and Minnesota Street interconnecting the new Twin City Federal Building (in Block 4, St. Paul Proper) with the addition to the old Twin City Federal Building (in Block 11, St. Paul Proper) owned and operated respectively by Twin City Federal and American National Bank will be constructed; and

WHEREAS, Twin City Federal and American National Bank are willing to construct a pedestrian concourse within their respective buildings and Twin City Federal and American National Bank will grant easements to the public for pedestrian ingress and egress so as to create a pedestrian concourse through their respective buildings connecting with a pedestrian bridge spanning Sixth Street between Robert Street and Minnesota Street.

NOW THEREFORE, in view of the premises, it is hereby agreed among the parties as follows:

1. The Authority will cause the pedestrian bridge spanning Sixth Street between Robert Street and Minnesota Street to be constructed in accordance with plans and specifications prepared by the Authority and approved by the Department of Public Works of the City, Twin City Federal and American National Bank, which public pedestrian bridge will be constructed with Urban Renewal Bond Funds to the extent of 100% of the total cost and expense thereof.

2. The aforesaid pedestrian bridge shall contain lighting fixtures and wiring and ducts for the distribution of heated and cooled air, and be built on the necessary structural supports and mechanical facilities to receive the bridge at the Twin City Federal Building and the addition to the old Twin City Federal Building. Twin City Federal shall provide electrical distribution panels, switches, wiring and electrical energy within its improvements and for operation of the pedestrian bridge and American National Bank shall reimburse Twin City Federal for 50% of the expenses and costs so incurred. Twin City Federal shall provide and connect the heating and cooling system and ductwork within its improvements to that constructed within the pedestrian bridge, and to supply heated and cooled air, in season, within the bridge comparable to that normally maintained within heated and air-conditioned rental office spaces and American National Bank shall reimburse Twin City Federal for 50% of the expenses and costs so incurred.

3. Twin City Federal and American National Bank have developed at their sole expense, an upper level pedestrian concourse approach way within their respective buildings, which approach way connects to the pedestrian bridge spanning Minnesota Street.

4. Twin City Federal and American National Bank will grant an easement of record for ingress, egress and pedestrian passage within their concourse systems. Said easements shall be limited to the

life of the improvements constituting the concourse system and shall grant to the public the right of use of said system for purposes of ingress and egress and pedestrian transit, except for the closing of such part of the concourse system located within Twin City Federal's and American National Bank's buildings during the non-business hours as provided in the subject city ordinance relating to the locus site.

Subject to the hereinafter recited conditions, Twin City Federal or American National Bank shall have the right at any time to change the location of such easements, provided the other party (Twin City Federal or American National Bank) shall reasonably approve such change, and the easements shall so provide, on the condition that a new easement is granted which permits the continuity of the pedestrian concourse, and Twin City Federal or American National Bank as the case may be, installs a new pedestrian concourse on the new easement area at Twin City Federal's or American National Bank's sole cost and expense, as the case may be.

In the event Twin City Federal or American National Bank elect to substitute a new easement location, it shall submit to the City the description thereof, and plans and specifications therefor, and proof of ability to pay and method of payment therefor for the approval of the City, which approval shall not be unreasonably withheld. The City shall have one hundred eighty (180) days after the submission. If the City rejects the submission, it must do so in writing within the one hundred eighty (180) day period and in such writing set forth in detail the valid reasons for such rejection. In the event the City fails to reject the submission within said one hundred eighty (180) day period, the City's consent shall be conclusively presumed. The City shall not be required to approve any change in easement location unless the easement to be substituted therefor contains at least the same area and dimensions of the existing easement, and the improvements thereon are of the same character and quality of the initial concourse. When the City approves the substitution as aforesaid,

the parties shall then join in the execution and delivery of an amendatory agreement in recordable form which designates the substitute location and terminates the easement over the old location effective upon completion of the construction of the new pedestrian concourse. Such easement shall terminate and be extinguished upon the event that the pedestrian bridge is removed and not immediately replaced, or in the event that the building is removed from the dominate estate.

5. Twin City Federal shall maintain and operate the electrical and mechanical facilities for the bridge including the furnishing of energy for the operation thereof, and American National Bank shall reimburse Twin City Federal for 50% of the expenses and costs so incurred. Twin City Federal shall keep and maintain the bridge in repair and keep it reasonably clean and free of litter or debris, and American National Bank shall reimburse Twin City Federal for 50% of the expenses and costs so incurred. Twin City Federal shall provide the necessary repairs and maintenance of the pedestrian bridge and its integral parts and American National Bank shall reimburse Twin City Federal for 50% of the expenses and costs so incurred. 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, light fixture cleaning, and changing HVAC filters.

In the event that Twin City Federal and American National Bank fail to maintain, repair or replace the bridge or concourse system to a reasonable standard of safety, or shall fail to undertake maintenance or repair of the system after receipt of thirty (30) days written demand thereof by the City to do so, the City may undertake the maintenance, repair or replacement thereof and may recover its reasonable cost incurred thereby from Twin City Federal and American National Bank; provided, however, that the City retains the right to assess such costs against Twin City Federal's and American National Bank's property as a local improvement in the manner provided by law.

This obligation shall be binding upon Twin City Federal and American National Bank and its respective successors and assigns, and the obligations to pay costs for repairs, improvements or replacement of the public way constituting the system, shall in addition to applicable law be a covenant running with the land and the grant of easement shall so provide.

6. Twin City Federal shall furnish and maintain public liability and casualty insurance coverage in a duly licensed insurance company, wherein the City and American National Bank shall be designated as co-insured, said insurance containing the following minimum coverages: for personal injuries, including death, \$300,000.00 for each occurrence; property damage to the extent of \$100,000.00 in any single accident. The casualty ^{* PROPERTY} insurance shall have all risk of physical loss coverage in the ^{COVERAGES} amount of the full replacement cost of the bridge. (Waiver of the right of subrogation). American National Bank shall reimburse Twin City Federal for 50% of the costs and expenses so incurred in furnishing and maintaining such insurance.

7. The parties agree that in the construction, maintenance and operation of the system they shall be bound by all codes and ordinances governing building and operations of improvements and relating to public thoroughfares insofar as applicable.

8. The Authority agrees to enter into like agreements with all redevelopers in the Downtown Urban Renewal Area respecting the public pedestrian concourse system in order to insure accomplishment of the objectives and specific concourse system provisions set forth in the Redevelopment Plan for said Project.

9. The respective rights and obligations of the parties set forth in this agreement shall be binding upon or inure to the benefit of the respective parties and their successors and assigns, and shall continue in force until such time as the concourse system or part thereof is vacated or abandoned in the manner required by law.

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

In the Presence of:

Countersigned by:

CITY OF SAINT PAUL, MINNESOTA.

By: _____
Mayor

By: _____
Clerk

By: _____
Commissioner of Public Works

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

By: *Kenneth J. Lynch*
Its Treasurer

By: *William J. Stuber*
Its Commissioner

Mary C. Henney
L. Wayne Nelson

TWIN CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation

By: *Neil W. Colberg*
Neil W. Colberg, its Vice-President

By: *Gordon Bluma*
Gordon Bluma, its Assistant Secretary

Charles R. Dick

AMERICAN NATIONAL BANK, a National Banking Association

By: *William L. Brummond*
William L. Brummond, its Senior Vice-President

By: *Charles F. Hoppich*
Charles F. Hoppich, its Assistant Vice-President

David M. Bay

There is Control

SKYWAY BRIDGE MAINTENANCE

Skyway Bridge No. 18

	BLDG <i>AM. BANK</i>	BLDG <i>TCF</i>
MAINTENANCE		
Cleaning		
Doors		TCF
Interior windows		TCF
Exterior windows		TCF
Floors (sweep, mop, wax)		TCF
Metal trim, base (dust, remove wax)		TCF
Below ramping		TCF
Clean light fixtures		TCF
Replace light bulbs		TCF
Change HVAC filters		TCF
Repair/Replace		
Doors		TCF
Windows		TCF
Floors (terrazzo, carpeting)		TCF
Roof/Ceiling		TCF
Painting, interior		TCF
Painting, exterior		TCF
OPERATIONS		
HVAC/Mechanical		TCF
Lighting/Electrical		TCF
INSURANCE		
Casualty Insurance/Public liability		TCF
Surety Bond	<i>B</i>	TCF TCF
SURVEILLANCE		
SECURITY		TCF

*All costs are split between American and TCF
However, TCF is responsible to do the work.*

Building American National
 Contact KIM KLASSELL
 Address 101 E. 5th St. #2014
St. Paul, MN 55101
 Phone 612-222-2049
 Signature Kim Klessell
 Date 8/23/94

Building TCF Bank
 Contact Bob Buckner
 Address 405 N Robert St
St. Paul MN
 Phone 612-661-6941
 Signature Robert Buckner
 Date 8/19/95

Post-It Fax Note 7671

Date	8/19/95	Pages	1
To	BOB BEST	From	John Mannillo
Co./Dept.		Co.	