

M. Minnesota

Parking Lot

MINIBAR
• PEREGRINE

Camera

Artistic Club

57

Camera

Cedar

NORTH

#29

87F6

SK19

145F6

SK-24
Princeton Bank

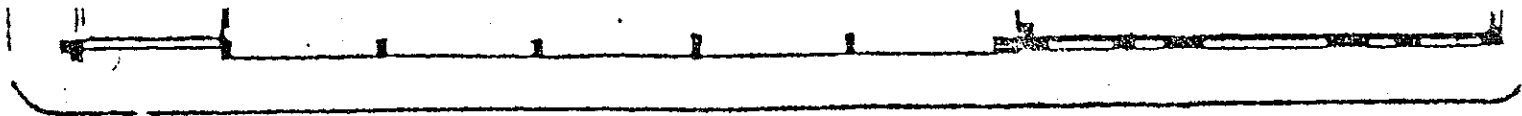
SK-24

#24
77
76

5th St

DKS

SK-24



(1) *for Waad 3-28-81*

MIDWEST FEDERAL - HRA SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of April, 1981 by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA"; the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; and the MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, hereinafter referred to as "Midwest."

WITNESSETH:

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

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

WHEREAS, Midwest is the owner of certain improvements located generally on the north-westerly portion of that Block bounded by Minnesota, Cedar, Fourth and Fifth Streets, more particularly described as Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, City of St. Paul (St. Paul Proper), which improvements are hereinafter referred to as the "Midwest Federal Building"; and

WHEREAS, an extension of the System through the Midwest Federal Building from the St. Paul Athletic Club Building on the south, to the Northwestern National Bank Building on the north, has been

approved as part of the Seventh Place Redevelopment Project Plan which plan was approved by the Council of the City of Saint Paul on December 5, 1978 in Council File No. 272155, and has been filed with the City Clerk of the City of Saint Paul; and

WHEREAS, a skyway bridge over Fifth Street connecting the Midwest Federal Building and the Northwestern National Bank Building, together with vertical access facilities and stairway within the Midwest Federal Building, has heretofore been constructed; and

WHEREAS, a pedestrian concourse passageway through the second floor of the Midwest Federal Building has heretofore been constructed and has been in use, linking the St. Paul Athletic Club with the skyway bridge over Fifth Street; and

WHEREAS, the existing passageway and vertical access facilities and stairway are in the private ownership of Midwest and the parties are desirous of providing a public pedestrian easement through them as hereinafter provided;

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

DEFINITION

1. The words "pedestrian concourse," "easement area," "pedestrian easement," and "public easement," wherever used in this Agreement, shall mean and include the second floor corridor or concourse within the Midwest Federal Building, the vertical access facilities and stairway within said Building, and the ground level access within and without said Building leading to the public sidewalk on Fifth Street, all of which are as shown and described on Exhibit A attached hereto.

EASEMENTS AND HOURS

2. Midwest hereby agrees to grant to the City a public easement for the pedestrian skyway system through the Midwest Federal Building, all as described and in accordance with Exhibit A attached hereto. Said easement to be granted by Midwest shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the Midwest Federal Building 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 to public use through said Building 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 the parties that the new pedestrian easement provided for in the Midwest Federal Building shall be open for public ingress, egress and transit from 6:00 a.m. to 1:30 a.m., Monday through Saturday, including until 1:30 a.m. Sunday mornings; and, at the option of St. Paul Joint Venture (as owner of the Radisson St. Paul Hotel), for such additional hours between 6:00 a.m. on Sundays and 1:30 a.m. Mondays, as may be designated on two weeks prior written notice by St. Paul Joint Venture to City, HRA, and Midwest, but only in the event similar designations are concurrently made for the sections of the skyway system within the Northwestern National Bank Building, the St. Paul Athletic Club, the Minnesota

Mutual Life Insurance Building, the Degree of Honor Building and the St. Paul Title Company Building. All such hours of operation are subject to the general power of the City to prescribe System hours by ordinance.

Upon request of Midwest, and where necessary in the reasonable discretion of the City to protect public health and safety, including both personal and/or property safety and security, the City shall take appropriate action to further limit the hours during which said easement areas must be open for public use. The City shall consider, as a factor in forming its discretion, the claimed or actual breach of security agreements benefitting the easement areas within the Midwest Federal Building.

3. The public easement through the Midwest Federal Building shall be in accordance with Exhibit A herein and shall commence at the southerly property line of the Midwest Federal Building where it connects to the St. Paul Athletic Club and shall extend in a northerly direction to the existing skyway bridge over Fifth Street.

4. The HRA and 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 Midwest Federal Building by condemnation or under the threat of condemnation, but said waiver does not apply to the skyway bridge.

5. It is agreed by and between the parties hereto that the skyway bridge shall at all times be owned by the City and/or HRA, and said skyway bridge shall not constitute property leased, loaned

or otherwise made available to second parties, or any one of them (within the meaning of Chapter 272.01(2) of Minnesota Statutes), it being understood that said skyway bridge is intended to benefit the public generally.

OPERATION, MAINTENANCE AND REPAIR

6. Midwest hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Midwest Federal Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. HRA and City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action to approve or disapprove within 14 days shall be deemed approval.

7. If Midwest shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through the Midwest Federal Building within 30 days after receipt by them of written demand from the City, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by Midwest or its surety as applicable; provided, however, that the City retains the right to assess such costs against Midwest as a local improvement in the manner provided by law.

8. The pedestrian concourse which is 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 purposes other than for or on store fronts in the pedestrian concourse. Any new store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of HRA and/or City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional sign(s). All new signage shall be subject to review and approval by the City prior to sign construction and installation. All signage existing and/or in place at the time of execution of this Agreement is hereby approved and may remain in place.

SURETY BONDS AND INSURANCE

9. Insurance required hereunder for hazard and liability for the areas designated as easements for the pedestrian concourse shall be a maintenance cost to be assumed by Midwest.

10. Midwest shall furnish and maintain public liability insurance coverage for the pedestrian concourse with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds, said insurance containing the following minimum coverages: for property damage to the extent of \$200,000.00 in any single accident; for personal injuries, including death, \$500,000.00 for each occurrence. Such minimum amounts shall be subject, upon 60 days notice, to reasonable

change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof.

CHANGE IN LOCATION

11. Midwest has the right hereunder to change the location of the public easement or any portion thereof, conditioned upon the grant of a new public easement and the construction of Midwest of a new pedestrian concourse which replaces that portion changed, and permits and provides for the continuity of the System. All the costs and expenses entailed by such change of location shall be borne by Midwest. Such right to change location is further conditioned that no change shall be made without approval of the HRA, such approval not to be unreasonably withheld; and that said new easement area shall be surveyed and described by a registered land surveyor at the expense of Midwest. The grant of new easement shall be in the form as provided in Exhibit A.

The HRA shall not be required to approve the change unless the new pedestrian concourse and corresponding public easement contain at least the same area and dimensions as the existing easement; and will be of the same character, quality and functional characteristics of the existing concourse.

BINDING OBLIGATIONS

12. The parties agree that in the construction, maintenance, repair and operation of the pedestrian concourse, they shall be bound by all City codes and ordinances governing the System insofar as applicable.

13. 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 and run with the land until such time as said System or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

14. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein and shall not be considered merged therein.

15. Midwest reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring its abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement. In the event of transfer of its interest in the property, Midwest, its successors and assigns, 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 Midwest contained in this Agreement thereafter to be performed provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of Midwest, its successors and assigns, under this Agreement.

16. The obligations and duties contained in this Agreement shall become effective and binding upon its execution by the parties.

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

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

and

Renewal Administrator
HRA/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

and

City of Saint Paul
Bernard J. Carlson, Director
Department of Finance and
Management Services
Room 234, City Hall
Saint Paul, Minnesota 55102

b. To: Midwest Federal Savings and Loan
Association of Minneapolis
Senior Vice President - Operations
801 Nicollet Mall
Minneapolis, Minnesota 55402

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

SAVINGS CLAUSE

18. Nothing contained in this Agreement shall be construed to amend, alter or modify in any way, any of the provisions or obligations contained in or imposed by the General Policy Statement-
Pedestrian Concourse System, Downtown Urban Renewal Project, Minn.

R-20, to the extent any of such provisions or obligations may be applicable.

However, in the event of a direct conflict between any of the provisions in this Agreement and said General Policy Statement, this Agreement shall be controlling.

MIDWEST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF MINNEAPOLIS

BY Robert J. Zeller
Its Senior Vice President

BY Charlotte Miska
Its SECRETARY

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

By *[Signature]*
Its Chairperson

By *[Signature]*
Its Secretary

APPROVED AS TO FORM

Philip B. Byrne
4-16-81

CITY OF SAINT PAUL

By *[Signature]*
Its Mayor

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

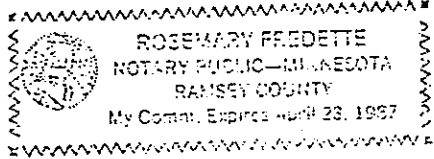
By *[Signature]*
Its Director, Department of
Finance and Management Services

By *[Signature]*
Its City Clerk

STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

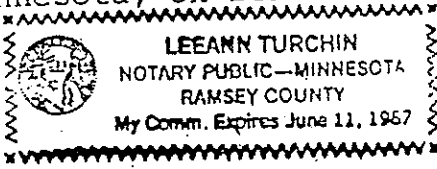
On this 20th day of April, 1981, before me, a Notary Public within and for said County, appeared _____
 R. Maddox and William L. Wilson, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____
 Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, and that said instrument was signed by authority of its Board of Commissioners and said _____
 R. Maddox and William L. Wilson acknowledged said instrument was the free act and deed of said corporation.

Rosemary Fredette



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

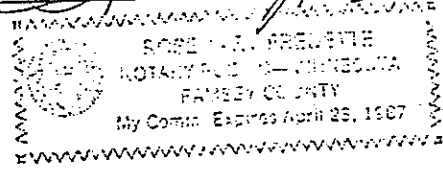


Leeann Turchin

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

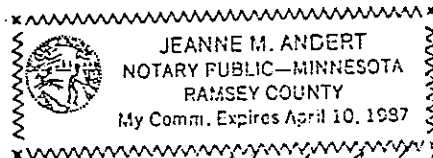
Rosemary Fredette



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by BERNARD J. CARLSON, Director of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Jeanne M. Andert

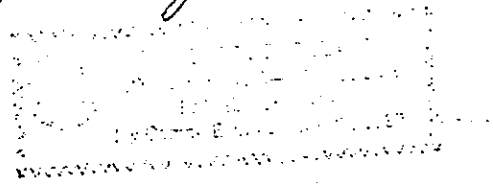


STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

20th The foregoing instrument was acknowledged before me this 20th day of April, 1981, by ROSE MIX, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Albert B. O'Leary (clerk)

Rosemary Fredette



SKYWAY BRIDGE MAINTENANCE AGREEMENT

Skyway Bridge No. 24

Skyway Bridge Location: over 5th Street between Norwest Center and Princeton Bank Building

		<u>Building:</u> Norwest Center	<u>Building:</u> Princeton
MAINTENANCE			
Cleaning			
	Doors	100%	
	Interior Windows	100%	
	Exterior Windows	100%	
	Floors (sweep, mop, wax)	100%	
	Metal trim, base (dust, remove wax)	100%	
	Below ramping	100%	
	Clean light fixtures	100%	
	Replace light bulbs	100%	
	Change HVAC filters	100%	
Repair/Replace			
	Doors	50%	50%
	Windows		100%
	Floors (terrazzo, carpeting)		100%
	Roof/Ceiling		100%
	Painting, interior		100%
	Painting, exterior		100%
OPERATIONS			
	HVAC/Mechanical	100%	
	Lighting/Electrical	100%	
INSURANCE			
	Casualty insurance/Public liability	50%	50%
	Surety Bond	50%	50%
SURVEILLANCE		50%	50%
SIGNAGE		50%	50%

NOTES:

- Where 100%; responsible party to invoice other party for 50% of the cost.
- Where 50%; each party responsible; particular to their entrance side of the bridge.

Above reflects the property responsible for performing the maintenance item/service for the skyway bridge.

Building: Norwest Center - Saint Paul
 Contact: Dawn Grant
Towle Real Estate Company
 (as agent for TPI/CMS St. Paul Limited Partnership)
 Address: 55 East Fifth Street
Suite 1575
St. Paul, MN 55101
 Phone: 221-1949
221-0540 (fax)
 Signature: *Dawn M. Grant*
 Title: Vice President
 Date: 2/2/95

Building: Princeton Bank Building
 Contact: Marilyn Duerst
The Shelard Group
 Address: 445 Minnesota Street
Suite 700
St. Paul, MN 55101
 Phone: 298-0900
298-0931 (fax)
 Signature: *Marilyn Duerst*
 Title: Cost. Property Mgr.
 Date: 2/6/95