

CITY HALL ANNEX

LOWRY GARAGE

SKYWAY TO LAWSON

LOWRY SQUARE


ST PAUL BLDG


Wabasha Street


SK-78

EXHIBIT "A"

Skyway Level

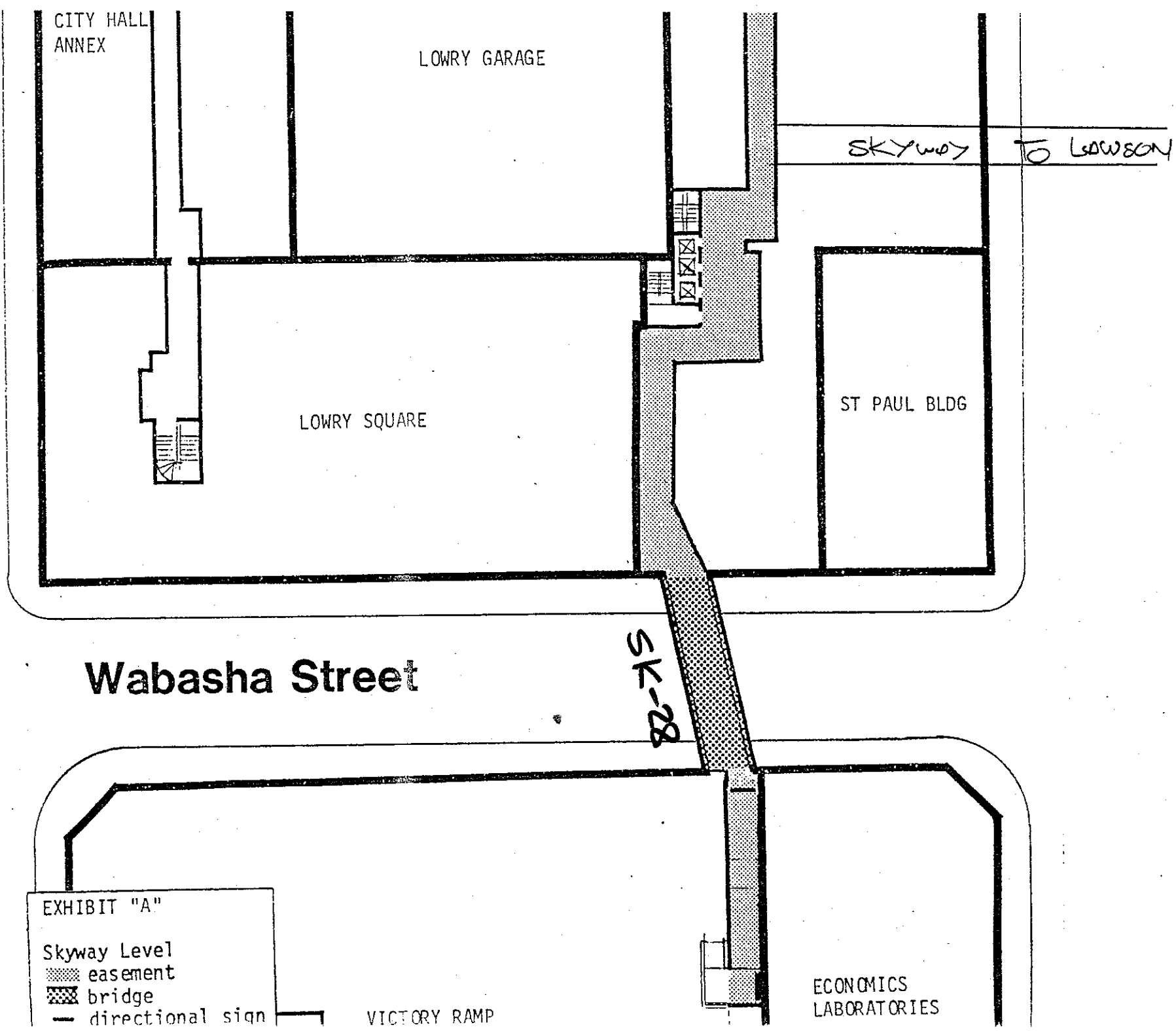
 easement

 bridge

 directional sign

VICTORY RAMP

ECONOMICS LABORATORIES



SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 28th day
of October, 1983, by and between

the CITY OF SAINT PAUL, a municipal
corporation, hereinafter referred
to as the "City"; and

RECEIVED

FEB 17 1988

REAL ESTATE DIVISION

the ESTATE OF JACK N. GELLER, of which
the First Trust Company of St. Paul,
Sherman Winthrop and Lillian O.
Geller are Personal Representatives,
which Estate owns the Victory Ramp,
and is collectively referred to
hereinafter as "Victory"; and

the PORT AUTHORITY OF THE CITY OF
SAINT PAUL, a body politic and
corporate under the laws of
Minnesota, hereinafter referred to
as the "Authority"; and

the LOWRY DEVELOPMENT COMPANY, a
Minnesota general partnership,
hereinafter referred to as "LDC".

WITNESSETH:

WHEREAS, the City and the HRA have undertaken to develop a
pedestrian skyway system within the Downtown Central Business
District and the Central Core Renewal Area, hereinafter referred
to as the "System"; and

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

WHEREAS, the City has committed itself to make available
\$200,000 of public funds as and for a participation in the total
cost of extending the linkage of the System from the Amhoist
Tower in an easterly direction to the St. Paul Athletic Club; and

WHEREAS, Victory owns the parking ramp facility located on the westerly part of that block bounded by Wabasha, Cedar, Fourth and Fifth Streets in St. Paul, which facility shall be hereinafter referred to as the "Ramp"; and

WHEREAS, Economics Laboratory, Inc., hereinafter referred to as "EL", owns the office building on the easterly portion of that block bounded by Wabasha, Cedar, Fourth and Fifth Streets, which building shall hereinafter be referred to as "345 Cedar"; and

WHEREAS, the Authority owns, and the Lowry Development Company hereafter "LDC", is developer and tenant of certain buildings on that block directly to the west of said Ramp, which buildings shall be hereinafter referred to as "Carriage Hill"; and

WHEREAS, the parties desire to construct skyway bridges across Wabasha Street between Carriage Hill and the Ramp, and across the parking lot between the Ramp and 345 Cedar, together with accompanying concourse systems and access facilities; and

WHEREAS, substantial public monies will be expended for the design and construction of said skyway bridge; and

WHEREAS, a benefit will inure to the respective property owners by virtue of construction of this segment of the System, and the possible future linkage to other portions of the System.

NOW, THEREFORE, IT IS HEREBY AGREED:

BRIDGE CONSTRUCTION

1. The City agrees to design and construct (1) a skyway bridge spanning Wabasha Street and connecting Carriage Hill with the Ramp (the "Wabasha Bridge"), and (2) the Ramp with 345 Cedar in accordance with City-approved plans and specifications (hereafter, the "plans and specifications") prepared for City by Hammel, Green and Abrahamson. Victory, LDC and Authority have each reviewed the plans and specifications for the construction of the Wabasha Bridge. The City shall not, without the written consent of Victory and LDC, which consent shall not be unreasonably withheld, make or approve (a) any change in the plans and specifications which would increase the total cost of the Wabasha Bridge by \$10,000 or more; or (b) any change which causes the aggregate cost of all changes in the plans and specifications with respect to the Wabasha Bridge to equal or exceed \$40,000. City will construct all mechanical, electrical and drainage systems, installations and connections as shown in the approved plans and specifications to be part of the City construction contract.

2. Victory and LDC shall each reimburse the City for 100% of all costs incurred in or resulting from the provision of all support structures within the Ramp and Carriage Hill, respectively, which are necessary for accommodation of the Wabasha Bridge; provided, that LDC may provide at its option and at its expense all such support structures as are necessary for accommodation of said Bridge.

3. Said Wabasha Bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The mechanical, electrical and roof drainage systems of said bridge shall be tied into the respective systems of the Ramp, which systems shall be of sufficient capacity to serve said Bridge.

4. City will include a provision in its contract for the construction of the Wabasha Bridges, whereby the contractor consents to the assignment of warranties to LDC and Victory, and City shall upon request assign such warranties to them upon approved contract completion, without relinquishing its own rights under such warranties, and, if necessary, City will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or others arising from faulty design or construction of the Wabasha Bridges. City will use its best efforts to insure that the design and construction of the Wabasha bridge and pedestrian concourse shall be in accordance with all applicable ordinances and state and local codes.

BRIDGE COSTS

5. City shall pay one-half of the total cost of the Wabasha Bridge which total cost shall include all construction costs, including the mechanical, electrical and roof drainage facilities and systems which are shown to be part of the Wabasha Bridge Construction Contract, together with architectural, design and engineering, and other associated costs. Such total costs shall not include any costs for constructing, remodeling or reconstructing

the Ramp or Carriage Hill for concourse corridors or vertical access facilities at bridge ends, nor any costs for the provision of structural support, mechanical, electrical or roof drainage facilities within the Ramp or Carriage Hill.

6. Victory and LDC shall each pay one-fourth of the total cost of the Wabasha Bridge, which total cost shall include all construction costs, architectural, design and engineering fees, and other associated costs. Such one-fourth share shall not include nor be reduced by any costs for concourse corridors, vertical access facilities, structural support within the building at either end of the bridge or mechanical, electrical or roof drainage facilities, within their respective buildings or the Ramp. Victory and LDC shall each reimburse the City for their respective shares of that portion of the total bridge costs which are in excess of \$200,000.00 within 45 days after presentation to them of invoices therefor by City; provided, however, that the City shall not present to Victory or LDC any invoice for the remainder of their share of the total bridge costs until such time as the construction of the skyway bridge connecting the Ramp and 345 Cedar has commenced and contracts for the completion thereof have been executed. The City shall take all reasonable steps to prevent the filing of liens arising out of the work performed pursuant to its bridge construction contract, and to satisfy or discharge in a timely manner such liens as may be filed in connection therewith.

7. It is agreed by the parties that this agreement is conditioned upon the contribution of \$200,000.00 by the City of Saint Paul and \$25,000.00 by Eugene Rancone, Yorktown Partnership, as the developer of the Amhoist Tower as and for a participation in the total cost of extending the linkage of the skyway system from the Amhoist Tower in an easterly direction to the Saint Paul Athletic Club. Such funds shall first be expended for the total design and construction cost for the Wabasha Street Bridge, and the remainder, if any, shall be allocated to reduce the share of Victory for construction of the 345 Bridge and the portion of the pedestrian concourse included in the 345 Bridge construction contract; provided, however that the \$25,000.00 share of Rancone shall not be expended until such time as the construction of the skyway bridge connecting the Ramp and 345 Cedar has commenced and contracts for the completion thereof have been executed, and shall be allocated at that time to reduce the share of Victory for construction of the 345 Bridge. If such funds or an equal amount are not made available, this agreement is null and void and unenforceable.

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

8. The City agrees to design and construct a pedestrian concourse through the Ramp in accordance with City-approved plans and specifications prepared for City by Hammel, Green and Abrahamson, which plans and specifications have been reviewed by Victory. Victory shall reimburse the City for 100% of all costs incurred

in or resulting from said construction within 45 days after presentation to it of invoices therefor by the City. LDC shall at its expense provide and be responsible for vertical access facilities and pedestrian concourse areas at the first and second levels of Carriage Hill in accordance with this Agreement and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980. The location and physical dimensions of said pedestrian concourse and vertical access facilities shall be as described on Exhibit A attached hereto. Public easements as provided herein shall be granted by Victory and LDC so that such concourse will be available for use by the general public.

9. All other costs for the construction and completion of the pedestrian concourse areas within the Ramp or within Carriage Hill, except as otherwise specifically provided for herein, shall be borne respectively by Victory and LDC.

10. Victory and LDC shall have the right to review the bids received by the City for bridge, structural support and pedestrian concourse construction; provided, however, that if, based upon the lowest responsible bid for construction of said bridge, Victory's and LDC's shares as estimated below would be increased by 20 percent or more, this Agreement and any others relating to the construction of said bridge and related pedestrian concourses are

voidable at the option of any party by written notice to the other parties within ten (10) days after the opening of bids, said notice to bar right of recovery by any party of any sums already expended in connection therewith. It is estimated that Victory's and LDC's shares of the total cost of the bridge, pedestrian concourse, structural supports, and all design and engineering costs will be \$187,955.25 (Victory), and \$60,976.50 (LDC), respectively, before any reductions as provided by section 7 herein.

EASEMENTS AND HOURS

11. Victory, and LDC and Authority hereby agree to grant to the City a public easement for the pedestrian skyway system in Carriage Hill and in the Ramp, in accordance with Exhibit A attached hereto. Said easements to be granted shall be in the form and language attached hereto as Exhibit B and shall grant to the public the right of use of said pedestrian concourse and skyway system through Carriage Hill and the Ramp for purposes of pedestrian ingress, egress and transit, except for such reasonable police measures regarding open hours and closing all or part of the System through their property as the City may by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. It is agreed by all parties that the skyway bridges herein and the new pedestrian concourses provided for in

Carriage Hill and in the Ramp shall be open for public ingress, egress and transit from 6:00 a.m. to 11:00 p.m., Monday through Saturday. These hours are subject to the general power of the City to prescribe the same or different system hours by ordinance.

12. The public easement through the Ramp shall be in accordance with Exhibit A herein and shall commence at the westerly property line of the Ramp where the skyway bridge over Wabasha Street to Carriage Hill connects to the Ramp to the point of termination of the pedestrian concourse in accordance with the plans and specifications. The public easement through Carriage Hill shall be in accordance with Exhibit A herein and shall commence at the easterly property line of Carriage Hill where the skyway bridge over Wabasha Street to the Ramp connects to Carriage Hill and shall extend in a westerly direction so as to connect in a continuous and unbroken path with the easterly end of the skyway bridge to be constructed or already constructed over St. Peter Street (which bridge will connect the Amhoist Tower with Carriage Hill).

13. The public easement provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of Carriage Hill or the Ramp is such that a width of 12 feet is impossible. Such easement shall include portions on both

first and second levels of said Carriage Hill and Ramp where called for by Exhibit A and shall include any stairs, elevators, escalators, and other vertical access areas as shown.

14. Said easement shall be more particularly described, at City expense, after and by survey of the completed pedestrian concourse public easement area by a registered land surveyor.

15. Victory, and LDC and Authority agree that the pedestrian concourse within the easement herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the City applicable to the System shall govern.

16. The City hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Ramp or Carriage Hill by condemnation or under the threat of condemnation. Said waiver applies to the easement through Carriage Hill or Ramp property but not to the skyway bridge over Wabasha Street.

17. It is agreed by and between the parties hereto that the Wabasha Bridge shall at all times be owned by the City, and said Wabasha 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.

18. Victory and LDC agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge over Wabasha Street at their sole cost and expense, and shall keep and maintain said skyway bridge in repair and in safe condition for pedestrian travel, reasonably clean and free of litter and debris.

19. Victory and LDC further agree to provide the necessary repair, operation and maintenance of the Wabasha Bridge and its integral parts at their sole expense, without cost to the City. Such maintenance shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and cleaning of light fixtures and directional signs, if any. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, the City shall be furnished with both preliminary and final plans and specifications for all additions, alterations or repairs and replacements to the skyway bridges or support structures, which plans and specifications shall be subject to its reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval.

20. Victory shall enter into a separate written agreement with the Authority, or with LDC on behalf of the Authority, for sharing the maintenance, operation and repair costs and responsibilities for the Wabasha skyway bridge, its integral parts and related equipment. The parties may include in such agreements such additional provisions governing operation, maintenance or repair of the pedestrian concourses within their properties, and the allocation of work and costs therefor, as may be agreeable to said parties. An executed copy of the maintenance agreements must be submitted to the City.

21. Victory and LDC hereby agree to provide all repairs and maintenance to maintain the pedestrian concourse within the Ramp and within Carriage Hill, respectively, to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, the City shall be furnished with both preliminary and final plans and specifications for all additions, alterations or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to the City's reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval.

22. If Victory and LDC fail to adequately maintain, repair and operate the said skyway bridge to a reasonable standard of safety, or shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through the Ramp or Carriage Hill within 30 days after receipt by the affected party or parties 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 the defaulting property owner(s) or their sureties as applicable; provided, however, that the City retains the right to assess such costs against the party(ies) as a local improvement in the manner provided by law.

23. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purposes other than for or on store fronts in the pedestrian concourse, such store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional sign(s) and maps in pedestrian concourses. All signage and locations for same shall be subject to review and approval by the City prior to sign construction and installation.

SURETY BONDS AND INSURANCE

24. Victory and LDC shall together furnish and maintain a surety bond in the amount of \$100,000.00 for the said Wabasha Bridge to and in favor of the City of Saint Paul as obligee, as long as said bridge or any part thereof shall be in the public right-of-way, conditioned that said property owners shall indemnify and hold harmless the City against all expenses and liability on account of all costs, suits and judgments arising out of or connected with the maintenance, operation and repair of the skyway bridges, their integral parts and related equipment, and, further conditioned upon the property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair and/or removal of the skyway bridge, which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of the Department of Finance and Management Services for the City. Evidence that such bond remains in force and effect shall be furnished to the City annually upon request.

25. The City shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining throughout the entire period of construction and erection of the Wabasha Bridge, such insurance as set forth in the plans and specifications described

in paragraph 1., herein, naming the abutting property owners to said bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4. - General Conditions and Section 6. - Special Conditions of the construction contract.

26. Insurance required by paragraph 28 hereunder for hazard and liability for the skyway bridges shall be a maintenance cost to be assumed by Victory and LDC, and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Victory and LDC shall enter into as provided herein.

27. Insurance required hereunder for hazard and liability for the areas designated as public easements for the pedestrian concourse and access facilities shall be a maintenance cost to be assumed by Victory and LDC for the portions located within the Ramp and Carriage Hill, respectively.

28. Victory and LDC shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge; and Victory and LDC shall furnish liability insurance for the portions of the pedestrian concourses and access insurance facilities within the Ramp and Carriage Hill, respectively, with a duly licensed insurance company, wherein the City and Authority 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. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the Wabasha Bridge, as may reasonably be determined by the City from time to time. Evidence of insurance shall be furnished to the City annually upon request.

DIRECTIONAL SIGNS

29. The location of directional signs that may be installed in the pedestrian concourses herein shall be as generally shown on Exhibit A. City shall pay the initial purchase cost of such sign and make them available to LDC and Victory. The cost of installation including mounting hardware (pendants, ceiling channel, and support above ceiling), and electrical connections, together with the cost of operating, maintaining and repairing the directional signs herein, shall be borne by LDC and Victory with respect to signs on their respective property. Installation of directional signs shall be in accordance with standard city details. If the location of the public pedestrian concourse easement is changed, the affected signs shall be removed accordingly, and the cost of moving and reinstalling signs to a new

easement area shall be borne by the respective parties on whose property such signs are located. If the sign moving, pursuant to a change in location of the easement requires a change in the sign face, this shall be done at the property owner's expense and consistent with the graphic standard previously established for Skyway System signs.

BINDING OBLIGATIONS

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

31. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force until such time as said System or that part herein is vacated and abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

32. It is understood that this Agreement does not govern the relationships and agreements by and between Victory and LDC, themselves to each other, other than the requirements of paragraph 20., above. It is further understood that the Authority as fee owner consents to the construction, operation, maintenance and repair of the Wabasha Bridge, and of the pedestrian concourse area within Carriage Hill by LDC and any respective tenants of the Authority and their successors and assigns,

and further consents to the making of covenants running with the land concerning such concourses and skyway bridge, but Authority does not obligate itself under this Skyway Agreement except as provided in Paragraphs 11, 12, 13, 14 and 15; provided, however, that the Authority's successors and assigns, and Authority's tenants who are parties to this agreement and their successors and assigns, shall be responsible for and assume (1) the agreements and obligations of the Authority in Paragraphs 11, 12, 13, 14 and 15 if and to the extent not completed or discharged, and (2) all the agreements and obligations imposed upon Authority's tenants who are parties to this agreement. Authority undertakes and agrees that it will obligate its successors and assigns, by appropriate and contractual provisions in any transfer of its interests in Carriage Hill to perform the agreements and obligations imposed by this Agreement.

33. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein, and shall not be considered merged therein. The parties hereto consent to the recording of this Agreement against the properties affected and burdened thereby by the City.

34. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate or interests herein and assigning and transferring this Agreement

to any other corporation, trust, trusts, individual(s) partnerships or other forms of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement.

35. Seven (7) days after the issuance of the written Notice of Final Inspection of the Wabasha Bridge by the City, and its furnishing to Victory and LDC, the obligations and duties contained in paragraphs 18, 19, 22, 23, 24 and 28, herein above, as to said skyway bridge, shall become operative.

36. Seven (7) days after substantial completion of the pedestrian concourses in Carriage Hill and the Ramp, the obligations and duties contained in paragraphs 11, 21, 22, 23 and 28, herein above, as to said pedestrian concourses, shall become operative and binding upon LDC and Victory, respectively.

37. Any notice to the parties hereunder shall be considered sufficiently delivered if mailed, by certified mail, return

receipt requested, postage prepaid, as follows:

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

and

Deputy Director for Development
PED/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

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

b) To: Victory
Mr. Loren G. Geller
Victory Auto Park, Inc.
344 Wabasha Street
St. Paul, Minnesota 55101

and

Winthrop, Weinstine & Sexton
1800 Conwed Tower
444 Cedar Street
St. Paul, Minnesota 55101

c) To: LDC
Mr. Hartland W. Deering
Lowry Development Company
350 St. Peter Street
St. Paul, Minnesota 55102

d) To: Port Authority of the
City of St. Paul
25 West Fourth Street
Suite 1305
St. Paul, Minnesota 55102

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

SAVINGS CLAUSE

38. Nothing contained in this Agreement shall be construed to amend, alter or modify in any way, any of the provisions or obligations contained or imposed by the General Policy Statement for the Construction of the Saint Paul Skyway System, which is incorporated by reference herein, except insofar as this Agreement is in direct conflict and inconsistent with said General Policy Statement, in which case this Agreement shall supercede and be controlling.

APPROVED AS TO FORM

Philip B. Byrne 9-22-83
Ass't. City Atty.

CITY OF SAINT PAUL

By Richard Brooks
Its Mayor

By James Bolley
Its Director, Department of
Planning and Economic Development


By Peter Hamer
Its Director, Department of Finance
and Management Services

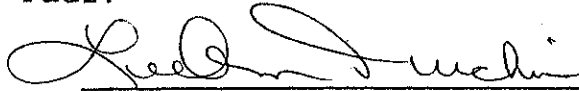
By Albert B. Olson
Its City Clerk

Done
12/1/83
F.

STATE OF MINNESOTA)
)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 1st
day of December, 1983, 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
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires June 11, 1987




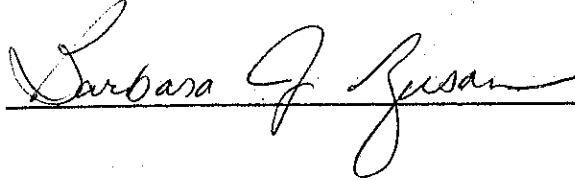
STATE OF MINNESOTA)
)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, 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.

STATE OF MINNESOTA)
)
) SS.
COUNTY OF RAMSEY)


The foregoing instrument was acknowledged before me this 10th
day of December, 1983, by PETER G. HAMES, Director of the
Department of Finance and Management Services for the CITY OF SAINT
PAUL, a municipal corporation of the State of Minnesota, on behalf
of the City of Saint Paul.

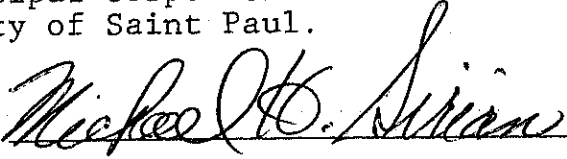
 BARBARA J. ZUSAN
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
MY COMM. EXPIRES MAY 3, 1990



STATE OF MINNESOTA)
)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 13th
day of December, 1983, by ALBERT B. OLSON, City Clerk of
the CITY OF SAINT PAUL, a municipal corporation of the State of
Minnesota, on behalf of the City of Saint Paul.

 MICHAEL H. SIRIAN
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 12, 1988

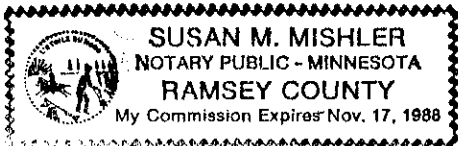


LOWRY DEVELOPMENT COMPANY

By [Signature]
A Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 18th day of November, 1983, before me
a Notary Public within and for said County, appeared Robert E.
Keyes to me personally known, who, being by me
duly sworn, did say that he is a general partner of LOWRY DEVELOPMENT
COMPANY, a Minnesota general partnership, and said Robert E.
Keyes acknowledged that he executed said instrument
for and on behalf of said partnership.



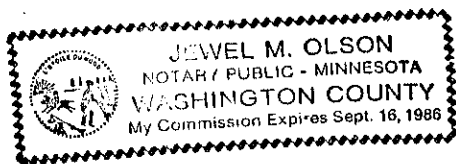
[Signature]
Notary Public

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By *George W. Winter*
Its *President*
By *Arthur N. Goodman*
Its *Secretary*

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this *20* day of *December*, 1983, before me,
a Notary Public within and for said County, appeared *George W. Winter*
Winter and *Arthur N. Goodman*,
to me personally known, who, being each by me duly sworn, did say
that they are respectively the *President* and
Secretary of the PORT AUTHORITY OF THE CITY OF
SAINT PAUL, a Minnesota body politic and corporate, that said
instrument was signed by authority of its Board of Commissioners,
being the free act and deed of said public body.



Jewel M. Olson

SKYWAY BRIDGE MAINTENANCE

Skyway Bridge No. N6N
 ST PAUL PIONEER PRESS -
 VICTORY RAMP

	BLDG ST PAUL PIONEER PRESS	BLDG VICTORY RAMP
MAINTENANCE		
Cleaning		
Doors	✓	
Interior windows	✓	
Exterior windows	✓	
Floors (sweep, mop, wax)	✓	
Metal trim, base (dust, remove wax)	✓	
Below ramping	✓	
Clean light fixtures	✓	
Replace light bulbs	✓	
Change HVAC filters	✓	
Repair/Replace		
Doors	✓	
Windows	✓	
Floors (terrazzo, carpeting)	✓	
Roof/Ceiling	✓	
Painting, interior	✓	
Painting, exterior	✓	
OPERATIONS		
HVAC/Mechanical	✓	
Lighting/Electrical	✓	
INSURANCE		
Casualty insurance/Public liability	✓	
Surety Bond	✓	
SURVEILLANCE		
SIGNAGE		

NOTE: Above should reflect the property responsible for performing the maintenance item or service for the skyway bridge.

Building Saint Paul Pioneer Press
 Contact LARRY BARR
 Address 345 Cedar St
ST PAUL MN 55101
 Phone (612) 228-3090
 Signature [Signature]
 Date 2-27-95

Building VICTORY RAMP
 Contact JIM HAYNE
 Address 344 WABASHA ST.
ST. PAUL, MN 55102
 Phone (612) 222-7371
 Signature [Signature]
 Date 3/2/95

Please submit completed and signed form to:

Kathryn Ter Horst
 Department of PED
 1300 City Hall Annex
 25 West Fourth Street
 ST. PAUL, MN 55102