

SK/29 (2)

STATE OF MINNESOTA )  
County of Ramsey ) ss.  
CITY OF SAINT PAUL )

2119470

I, Albert B. Olson, City Clerk  
of the City of Saint Paul, Minnesota, do hereby certify that  
I have compared the attached copy of Council File No. 277055  
as adopted by the City Council June 25, 1981  
and approved by the Mayor June 29, 1981  
with the original thereof on file in my office.

JUN 30 11 05 AM '81

I further certify that said copy is a true and correct copy  
of said original and the whole thereof.

WITNESS my hand and the seal of the City of Saint Paul,  
Minn. this 29th day of June, A.D. 1981



Albert B. Olson  
City Clerk.

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WHITE : CITY CLERK  
PINK : FINANCE  
CANARY : DEPARTMENT  
BLUE : MAYOR  
City Atty/PBB

CITY OF SAINT PAUL

Council File NO. 277055

Council Resolution

*Victor J. Tedlow*

Presented By \_\_\_\_\_

Referred To \_\_\_\_\_ Committee: Date \_\_\_\_\_

Out of Committee By \_\_\_\_\_ Date \_\_\_\_\_

2119470

BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain Pedestrian Concourse Agreement, dated January 8, 1980, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota; the City of Saint Paul; the Saint Paul Athletic Club; and Minnesota Mutual Life Insurance Company, attached hereto, which Agreement contains covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 4, 5, 6, 7, 8 and 9, Block 19, City of Saint Paul (St. Paul Proper);

and

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to file a certified copy of this Resolution (with attachments) in the Office of the County Recorder, Ramsey County.

COUNCILMEN

Yeas		Nays		
	Hunt		6	In Favor
	Levine			
	Meddox		0	Against
	McMahon			
	Showalter			
	Tedesco			
	Wilson			

Adopted by Council: Date JUN 25 1981

Certified/Passed by Council Secretary

By *[Signature]*

Approved by Mayor: Date JUN 29 1981

By *[Signature]*

Requested by Department of: \_\_\_\_\_

By \_\_\_\_\_

Form Approved by City Attorney

By *Philip B. Byrne 6-18-81*

Approved by Mayor for Submission to Council

By *[Signature]*

A G R E E M E N T

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THIS AGREEMENT made and entered into this 8th day of January, 1980, 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", CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City", SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, hereinafter referred to as the "Athletic Club" and MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota insurance company, hereinafter referred to as "MML".

WITNESSETH:

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

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

WHEREAS, an extension of the System by bridging over Cedar Street between Fourth and Fifth Streets, from the Athletic Club to MML, has been approved as part of the Community Development Revenue Sharing Year III Block Grant Program; and

WHEREAS, because of the extension of the System by bridging over Cedar Street and the incorporation of the said skyway bridge into the operating System built as part of the Downtown Urban Renewal Project, it is necessary for pedestrian traffic to traverse through certain portions of the Athletic Club and the MML Building; and

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

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

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

WHEREAS, the City, by Ordinance No. 16362, Council File No. 269927, granted the HRA permission to construct and operate a skyway bridge across Cedar Street between Fourth and Fifth Streets, which Ordinance is attached hereto as Exhibit A and incorporated herein by reference.

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

BRIDGE CONSTRUCTION

1. That this Agreement is subject to all the terms and conditions of the aforesaid Ordinance, adopted November 3, 1977, by the Council of the City of Saint Paul, the terms of which are hereby incorporated herein by reference. All parties hereto other than the City and HRA are considered to be permittee's successors under the terms of said Ordinance.

2. The HRA agrees to design, construct and pay for a skyway bridge connecting the Athletic Club and MML in accordance with HRA and City approved plans and specifications for the skyway bridge and pedestrian concourse herein prepared for HRA by Hammel, Green and Abrahamson dated November 9, 1979, also known as Bid No. A8422-S, and reviewed by the Athletic Club and MML. Said skyway bridge shall include support structure at the MML end and related mechanical/electrical facilities located on the skyway bridge for heating, ventilating, air conditioning, lighting and roof drainage to be tied into the respective systems within the Athletic Club, and glass

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and aluminum doors at each end of the skyway bridge, finishing at skyway bridge ends, and insulated glass to the extent glass is used to enclose said skyway bridge. The Athletic Club expansion will provide structural support for the skyway bridge at its end. HRA will accomplish and pay for any mechanical system and electrical system installations and connections which are shown in the approved plans and specifications to be part of the HRA construction contract.

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

3. As to Athletic Club, HRA shall pay a proportion of costs and expenses incurred in connection with the construction of the pedestrian concourse in accordance with the Pedestrian Concourse Agreement dated August 30, 1979 by and between Athletic Club and HRA, the terms of which are hereby incorporated herein by reference. The Athletic Club agrees that in the construction, maintenance and operation of the pedestrian concourse, it shall be bound by all codes and ordinances governing buildings and operations of improvements relating to public thoroughfares and the skyway system insofar as applicable.

4. Rights and responsibilities respecting a connecting concourse through the MML property shall be in accordance with the Skyway and Concourse Agreement for the skyway bridge over Fourth Street between Cedar and Wabasha Streets by and among City, HRA, MML and Degree of Honor Protective Association.

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

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abutting the bridges, and HRA shall assign such warranties to them upon final completion, without relinquishing its own rights under such warranties, and, if necessary, HRA will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) and/or architects or others arising from faulty design or construction of the skyway bridge.

EASEMENTS

6. Upon completion of construction and furnishing to the building owners an architect's certificate certifying completion according to the approved plans and specifications, Athletic Club shall grant to the City without further consideration a permanent public easement for the System and its pedestrian concourse through its building in accordance with the aforesaid plans and the attached Exhibit B. A more detailed description of such public easement shall be determined by a registered land surveyor after construction. Said public easement shall be granted in precisely the form attached hereto as Exhibit C, and shall grant to the public use of said System for purposes of ingress, egress and pedestrian transit, except for such reasonable police measures regarding open hours and closing any part of the concourse within the building as the City may, by ordinance, from time to time determine, or regarding such public conduct in the skyway system as may be prohibited by skyway ordinance, as amended. The pedestrian concourse herein concerned shall be open from at least 7:00 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 designated hours between the hours

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of 7:00 a.m., Sundays to 1:30 a.m., Mondays on two weeks prior  
written notice by St. Paul Joint Venture to City, Athletic Club  
and MNL. However, Athletic Club may close street  
ingress only (not egress) at 10:00 p.m. at the street level door

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ceiling

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north of and adjacent to the Athletic Club. Athletic Club is obligated only to keep the easement area itself accessible to the public during such hours.

7. That said easement shall conform to that shown in Exhibit B and shall traverse from the Midwest Federal/Athletic Club property line to the west property line of Athletic Club as it connects to the skyway bridge over Cedar Street and shall also traverse down stairs to Cedar Street and the public sidewalk; said easement shall be 12 feet in width except at enlarged areas for nodes or where the structural design of the building is such that a width of 12 feet is impossible, all in conformity with the said Pedestrian Concourse Agreement by and between Athletic Club and HRA dated August 30, 1979, previously incorporated herein by reference. It is understood that the easement areas on Exhibit B shall, upon completion, extend from existing floor to existing ceiling

8. All parties agree that the skyway bridge and pedestrian concourse and adjacent access easements shall be designated as public easements and all ordinances and Codes of the City applicable to the System shall govern. HRA warrants that the design and construction of the skyway bridge and pedestrian concourse shall be in accordance with all applicable ordinances and state and local codes, and/or shall be approved as constructed according to such ordinances and codes.

9. The grant of easement herein shall be subject to the right of the grantor to change the location of the easement areas, conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that

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the new easement area(s) shall be constructed and completed at the sole cost and expense of the grantor, and, on the further condition that no change in the easement location shall be made without the prior approval of the HRA and City, and on the further condition that said new easement area(s) shall be surveyed and described by a registered land surveyor, at grantor's expense.

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

- A. In the event the easement granted is vacated abandoned or discontinued in the manner required by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to grantor, its successors or assigns.

11. 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

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2119470 ( easement on or through the respective buildings or properties, but not to the skyway bridge itself except insofar as property owners incur, as a result of condemnation, expense due to property owners' demolition of said skyway bridge.

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 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 bridge is intended to benefit the public generally.

OPERATION AND MAINTENANCE

( 13. Athletic Club and MML, their respective successors in interest, grantees and assigns, shall maintain and operate the electrical and heating, ventilating, air conditioning and drainage facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in repair and shall keep it reasonably clean and free of litter and debris. Athletic Club and MML

further agree to provide the necessary repairs and maintenance of the skyway bridge its related equipment and its integral parts at their sole expense without cost to the HRA or 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 light fixture cleaning. The HRA and City shall be furnished with plans and specifications for all additions or alterations or for

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major repairs or replacements to the skyway bridge and pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval before commencement of the work contemplated therein. Failure to approve or disapprove such plans and specifications in whole or in part within 14 days of receipt of same shall be deemed approval thereof.

14. Athletic Club and MML shall enter into a separate written agreement for sharing the maintenance, operating and repair costs for said skyway bridge, its integral parts and related equipment.

15. Athletic Club hereby agrees to provide all repairs and maintenance so as to maintain the pedestrian concourse and adjacent access areas at a reasonable standard of safety and cleanliness, and to provide all operating costs therefor.

16. If Athletic Club and/or MML fail to adequately maintain, repair and operate the skyway bridge, its integral parts and related equipment to a reasonable standard of cleanliness and safety, or if Athletic Club shall fail to undertake maintenance or repair of the stated portions of the pedestrian concourse and adjacent access areas, within 30 days after receipt of written demand by the City, the City may undertake the necessary maintenance, repair and operating tasks, and the costs for said maintenance, repair and operation shall be assessed to and payable forthwith by the defaulting property owners or their sureties and demand therefor shall first be made in accordance with the maintenance agreement executed by and between the parties, as amended from time to time; provided, however, that the City retains

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the right to assess such costs against the parties as a local improvement in the manner provided by law.

SURETY BONDS AND INSURANCE

17. The building owners

shall together furnish and maintain a surety bond in the amount of \$50,000.00 for the skyway bridge, to and in favor of the City of Saint Paul, as obligee, conditioned that said building owners, their respective successors in interest and assigns, shall comply with the terms and conditions of the Ordinance and shall forever indemnify and hold harmless the City in accordance with said Ordinance against any expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the removal, maintenance, operation and/or repair of the skyway bridge, its integral parts and related equipment and the adjacent access areas associated with each of the respective buildings, and, further conditioned upon the building owners complying with all terms and conditions expressed and contained in this Agreement, as to such removal, maintenance, operation and repair which surety bond shall be in such form as shall be reasonably approved by the Director of Finance and Management Services for the City. The HRA shall also procure from the general contractor, documentation evidencing that the general contractor is maintaining, throughout the entire period of construction and erection of the skyway bridge,

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such insurance as is set forth in the plans and specifications described in paragraph 1. herein, naming the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically Section 4. of the General Conditions, and Section 6. of the Special Conditions thereof, copies of which are attached hereto as Exhibits C-1 and C-2, respectively.

18. Insurance required hereunder for casualty and liability shall be a maintenance cost to be assumed by Athletic Club and MML for the skyway bridge and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Athletic Club and MML shall enter into as herein provided.

19. Insurance required hereunder for casualty and liability for the areas designated as easements for the pedestrian concourse herein shall be a maintenance cost to be assumed by Athletic Club.

20. Athletic Club and MML shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and Athletic Club shall do so as to its pedestrian concourse with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds, said insurance shall be in conformity with the requirements of paragraph f. of the Ordinance, 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, which minimum amounts are subject to increase in increments of up to 50% in any five year period by official action of the Council of the City of Saint Paul from time to time in the event statutory municipal liability limits are altered 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 skyway bridge.

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installed in the concourse in the aforesaid buildings shall be determined jointly by the HRA and the building owners. The initial cost of purchase of these signs shall be borne by the HRA. The cost of installation, operating, maintaining and repairing the signs shall be borne individually by the party on whose property the sign is located. If the location of the easement is changed, the sign shall be moved accordingly; the cost of moving and re-installing signs to a new easement area shall be borne by the respective property owners. If the sign moving requires a change in the sign face, this shall be done at the property owner's expense and consistent with the graphic design system established for skyway signs.

22. The skyway bridge and pedestrian concourse which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business, nor for any other commercial purpose other than on store fronts, which store front signs shall not project out from the wall surface; provided, however, that nothing herein contained shall prevent the installation and maintenance of the aforementioned directional sign(s) identifying the building names.

BINDING OBLIGATIONS

23. 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 and their successors in interest, grantees and assigns, and shall continue in force until

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such time as the concourse system or that part referred to herein is vacated, abandoned, or terminated in the manner permitted by law.

24. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individuals, partnerships or other form of venture. In the event of transfer of 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 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.

INTERPRETATION

25. In the event of any unresolvable, direct conflict which may arise as between the terms of this Agreement and the Ordinance, the Ordinance shall control, and as between this Agreement and the form of Grant of Easement attached hereto as Exhibit C, the form of Grant of Easement shall control. The Agreement, however, may assign duties and responsibilities in addition to those contained in the Ordinance as long as not in mutually exclusive direct conflict with the terms of the Ordinance.

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

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

By Jeanne Showalter  
Its

By George P. Maher  
Its

APPROVED AS TO FORM

Richard H. Gehring

CITY OF SAINT PAUL

By James R. Oster  
Its Mayor

By Wayne S. ...  
Its Director, Department of Planning  
and Economic Development

By Bernard ...  
Its Director, Department of Finance  
and Management Services

By Rose ...  
Its City Clerk



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14.

SAINT PAUL ATHLETIC CLUB

By George S. Wilby  
President  
By Victor Reim  
Secretary

MINNESOTA MUTUAL LIFE INSURANCE COMPANY

By J. R. Bird  
J. R. BIRD, SENIOR VICE PRESIDENT  
By Marlys Mahle  
MARLYS MAHLE, ASSISTANT SECRETARY

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF RAMSEY )

On this 11<sup>th</sup> day of January, 1980, before me, a Notary Public within and for said County, appeared George S. Wilby and Victor Reim, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Secretary of SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, that said instrument was signed by authority of its Board of Directors, and said President and Secretary acknowledged that said instrument was the free act and deed of said corporation.

Don W. Dahlberg  
DON W. DAHLBERG  
Notary Public, Ramsey County, Minn.  
My Commission Expires Dec. 12, 1981

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF RAMSEY )

On this 11<sup>th</sup> day of January, 1980, before me, a Notary Public within and for said County, appeared J. R. Bird and Marlys Mahle, to me personally known, who, being each by me duly sworn, did say that they are respectively the Senior Vice Pres. and Asst. Secretary of MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota insurance company, that said instrument was signed by authority of its Board of Directors, and said J. R. Bird and Marlys Mahle acknowledged said instrument was the free act and deed of said company.

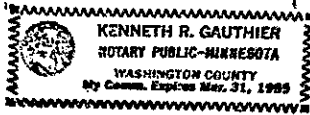
SUZANNE D. HUSTINGS  
NOTARY PUBLIC - MINNESOTA  
RAMSEY COUNTY  
My Commission Expires May 17, 1985

Suzanne D. Hastings

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STATE OF MINNESOTA )  
  ) SS.  
COUNTY OF RAMSEY )

On this 9th day of January, 1960, before me, a Notary Public within and for said County, appeared Jeanne Shwattus and George McMichael, to me personally known, who, being each by me duly sworn, did say that they are respectively the Chairman and Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, that said instrument was signed by authority of its Board of Commissioners, and said Jeanne Shwattus and George McMichael acknowledged that said instrument was the free act and deed of said corporation.

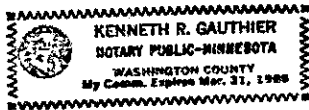


Kenneth R. Gauthier

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STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

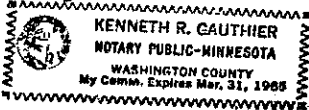
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 1980 by GEORGE LATIMER, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



Kenneth R. Gauthier

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 1980 by GARY E. STOUT, Director of the Department of Planning and Economic Development for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

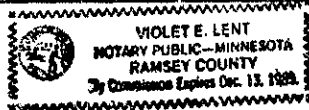


Kenneth R. Gauthier

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 9 day of January, 1980, by BERNARD J. CARLSON, Director of the Department of Finance and Economic Development for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

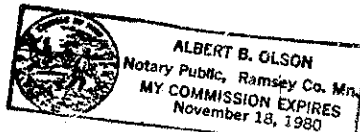
Violet E. Lent



STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 1980, by ROSE MIX, City Clerk for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

Albert B. Olson



PROCEEDINGS OF THE COUNCIL

530 After its passage, approval and publication.

Adopted by the Council November 3, 1971.
Yves - Councilman Butler, Horza Hunt, Layton, Roedler, Sylvester, Marsden.

Approved November 4, 1971.
GEORGE LATIMER
Mayor
(November 12, 1971)

Council File No. 88827--Ordinance No. 1882--By Baby Hunt--

- AM ORDINANCE MAKING PROVISION FOR THE REPAIR AND GRADING...
1) ACROSS EAST SEVENTH PLACE BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND EIGHTH STREET...
2) ACROSS ROBERT STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EIGHTH STREET...
3) ACROSS CEDAR STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EIGHTH STREET...
4) ACROSS EAST FOURTH STREET BETWEEN THE INTERSECTION THEREWITH OF CEDAR STREET AND EIGHTH STREET...

The Council of the City of Saint Paul Does Ordain:

SECTION 1

That permission and authority hereby be 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 overland pedestrian passageways over the public streets within the corporate limits of the City of Saint Paul; and

- 1) across East Seventh Place between Cedar Street and Robert Street, said overland pedestrian passageway to be extended from the south side of East Seventh Place to Donaldson's on the north side of East Seventh Place...
2) across East Fourth Street between the intersection thereof of East Fourth Street and East Fifth Street, said overland pedestrian passageway to be extended from the existing Alhambra Club Building on the east side of Cedar Street to the Minnesota Mutual Building on the west side of Cedar Street...
3) across East Fourth Street between the intersection thereof of Cedar Street and Robert Street, said overland pedestrian passageway to be extended from the existing Minnesota Mutual Life Building on the east side of Cedar Street to the Pearce of Howe Building on the south side of East Fourth Street.

SECTION 2

That the Director of Public Works is hereby authorized to cause the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, to be the construction manager of pedestrian passageways according to the plans and specifications approved by the Department of Public Works and all amendments, upon said permittee's compliance with the following conditions:

- a. The said permittee and/or its successors in interest shall, at its expense, cause the construction of the passageway to conform with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota, and resolutions, contracts, ordinances, and rules of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and operate said overland pedestrian passageway hereunder; the cost of construction shall be borne by the permittee or his successors;
b. That said permittee shall pay the costs of administration, engineering, and other expenses of the Department of Public Works due to this

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EXHIBIT A

undertaken to be...
d. That the Director of Public Works shall be authorized to cause the construction of the passageway to conform with all applicable ordinances of the City of Saint Paul, Minnesota, and resolutions, contracts, ordinances, and rules of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and operate said overland pedestrian passageway hereunder; the cost of construction shall be borne by the permittee or his successors;
e. That said permittee shall pay the costs of administration, engineering, and other expenses of the Department of Public Works due to this

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undertaking, said cost 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 project number of Public Works Project Number.

That said permittee shall furnish the Department of Public Works all the information required 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, drawings and tracings of shop plans.

g. That said permittee shall construct each overhead pedestrian passageway in accordance with the 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 its construction. The City shall be notified 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.

h. That said permittee shall construct 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 persons (s) and/or property resulting from or connected with the construction and/or erection, installation, operation and/or maintenance 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 thereof; Casualty Insurance Coverage with a duly licensed Casualty Insurance Company to any extent of \$500,000.00 in any single payment 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 persons (s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of and, and to furnish hereunder, at all times, and to maintain from time to time, to the Director of Finance and Management Services of the City of Saint Paul.

f. 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 Standard Supplemental Specifications for Highway Construction.

dated September 1, 1974. Section number 1361.2 for each overhead pedestrian passageway noted above in, as set forth in the Department of Public Works Specifications for Highway Construction. This shall be read as though the word "permitted" was substituted for the word "contractor" wherever same appears therein. Section 1361.2 of the Department of Public Works, City of Saint Paul Standard Supplemental Specifications for Highway Construction, dated September 1, 1971, shall apply and be 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 rain, silt and snow which shall accumulate thereon by proper devices through each overhead pedestrian passageway noted above and in a manner so that the flowing of said water of snow on the surface 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 not limited to, glassing, painting, cleaning and lubrication; and light fixture replacement; repainting; light bulb replacement; and light fixture cleaning; and the supply of heated and cooled air within each bridge to maintain temperature comfortable to that normally maintained within heated and air-conditioned rental office space; and/or its successors shall 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.

i. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction and maintenance of the roadway and maintenance of 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, however the written consent of the City of Saint Paul and the permission thereof of any advertising material or display shall be deemed prohibited by this Ordinance:

1. That said permittee and/or its successor in interest shall, at all pertinent times, in the construction, maintenance, and operation of each overhead pedestrian passageway herein, with- out provide respect to at least 17' 3" on the sidewalks across Cedar Street and across East Fourth Street and at least 17' 6" on the bridges across East Seventh Place and across Robert Street between and throughout the course of the bor-

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tion of said structures and the surface of said sections of public property, except as may be altered by the City's future street layout, permittee expressly agrees that, in compliance with Chapter 216 of the Fair Play Legislative Code, as amended, pertaining to street obstructions:

1. 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 hundred (100) days from the date of the issuance of such permitment or shall be evidenced by a written notification thereof, and shall be dated therein, as further provided for under Paragraph (c) below; shall notify the Bridge Engineer of the Board and agent of Public Works before and when construction has been completed to allow for a final inspection of each overhead pedestrian passageway hereunder.

2. That each overhead pedestrian passageway hereunder shall be removed by and at the pole cost and expense of said permittee and/or the successors in interest thereof. The Council of the City of Saint Paul shall by Resolution determine such removal and necessary in order the removal of said structure from said location:

That said permittee shall, within the period of 16 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, limitations and conditions thereof, without of acceptance written instrument shall be in the form set up by the City Attorney; from 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 storeroom overhead pedestrian passageway as noted above, Redevelopment Authority of the City of Saint Paul, Minnesota, shall be relieved of any financial obligation under the terms of this Ordinance, and the successors in interest of the permittee, i.e. the applicable building/property owners, shall be responsible for paying the overhead and premiums for providing pedestrian passageway (a) connecting their buildings and operation same; the burden upon the Housing and Redevelopment Authority's conveyance of the obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest, shall furnish and Surety into the City of Saint Paul a "Thousand Dollars (\$100,000)" for each completed overhead pedestrian passageway (b) which permittee, made and extended by said permittee's successors in interest, shall furnish and Surety to 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 passageway to a reasonable standard of safety, or fail to maintain 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, it shall remain in full force and effect until the said overhead pedestrian remains in any or any of public right-of-way as that portion of public right-of-way as 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 and/or its successor. That said permittee shall submit proposals in and specifications to the Department of Public Works for review and approval of any major structural repair or major maintenance work on each bridge. Upon completion of such structural repairs approved by the Department of Public Works, permittee shall be responsible for the work done and marked "as built" changes, as well as reproducible shop drawings tracings of the same; That said permittee shall submit to the necessary insurance of Department of Public Works for each overhead pedestrian passageway hereunder. The City of Saint Paul shall submit an "Order of Commitment" to the City Attorney of Saint Paul for review and approval. If said insurance is sufficient, and documents shall be appropriately filed with the Director of Finance and Management Service 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.

Adopted by the Council November 3, 1977.

Yeas - Councilmen Butler, Bozza, Stunt, Levine, Hoedler, Sylvester, Nays - 0.

Approved November 4, 1977.

GEORGE LATIMER Mayor (November 12, 1977)

RESOLUTIONS

Council File No. 270045 - By Rosalie L. Butler - Wherein the City of Saint Paul, Minnesota, on October 18, 1977, the Port Authority of the City of Saint Paul

Adopted Resolution preliminary approval of revenue bonds to finance the port, making said port at their completion. Be it Resolved, that the City of Saint Paul, Minnesota, do hereby authorize the Board of Port Authority of the City of Saint Paul, Minnesota, to issue and sell on behalf of the City of Saint Paul, Minnesota, revenue bonds in the amount of \$125,000,000, the proceeds of which shall be used for the construction of the port facilities. That the Board of Port Authority of the City of Saint Paul, Minnesota, shall have full authority to execute and deliver the bonds, and to do all things necessary and proper to carry out the purposes of this resolution. Approved: \_\_\_\_\_

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GRANT OF EASEMENT

WHEREAS, SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called Grantor's "Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated \_\_\_\_\_ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, the Grantor herein, and Minnesota Mutual Life Insurance Company, to grant to the City of Saint Paul a public easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

NOW, THEREFORE, in pursuance of that Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public as a public way and for public ingress and egress and for pedestrian transit in, through and over the Property and the structures thereon, described as follows:

together with an easement for public ingress to, egress from and transit to and from said System by way of vertical access from \_\_\_\_\_ Street to the pedestrian concourse, described as follows:

and also together with an easement for public access on the ground floor level from the foot of the above described vertical access facilities to public sidewalks, described as follows:

all of which above described areas shall be collectively referred to as the "easement".

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2.

The easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement within, on or over Grantor's Property during non-business hours and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

The public's right herein to ingress and egress and pedestrian transit in and through the easement granted to the City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement areas within or on Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors or assigns, from time to time, determine. This provision shall not diminish the City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not be unreasonably withheld, and, on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of the Grantor.

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building(s) in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the



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easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to Grantor, its successors or assigns.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee by separate agreement, shall be responsible for and/or provide for the cost of all repairs, improvements and replacements of the public way or Skyway Bridge and Pedestrian Concourse System as it passes through its building or on or over its land as described herein, it being understood that the aforesaid covenant shall run with the land.

Grantor reserves unto itself the unconditional right and privilege of selling, conveying and transferring the Property described above to any other corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of property owner's interest in the property, the Grantor (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 Grantor (seller) contained in the Agreement thereafter to be performed; provided that Grantor's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

TO HAVE AND TO HOLD said easement for a public way or Skyway Bridge and Pedestrian Concourse System, together with all rights of ingress and egress appertaining thereto until the System is vacated or abandoned in the manner required by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

SAINT PAUL ATHLETIC CLUB

By \_\_\_\_\_ Its  
By \_\_\_\_\_ Its

STATE OF MINNESOTA )  
                              ) SS.  
COUNTY OF RAMSEY     )

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me, a Notary Public within and for said County, appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being each by me duly sworn, did say that they are respectively the \_\_\_\_\_ and \_\_\_\_\_ of SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, that said instrument was signed by authority of its Board of Directors, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument was the free act and deed of said corporation.

THIS INSTRUMENT WAS DRAFTED BY: \_\_\_\_\_

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Fifth Street

MIDWEST FEDERAL

MINNESOTA  
MUTUAL LIFE

ST. PAUL ATHLETIC CLUB

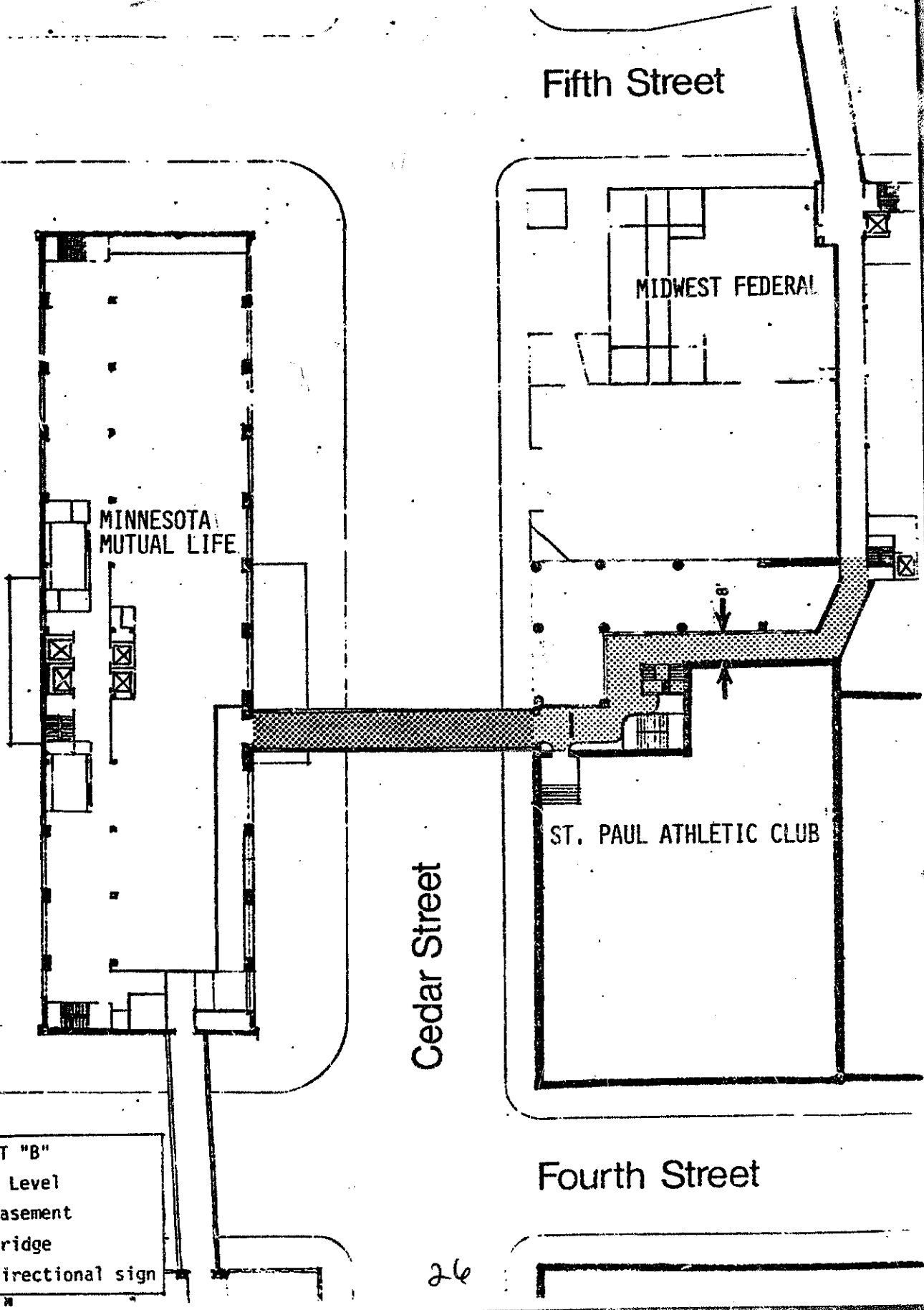
Cedar Street

Fourth Street

EXHIBIT "B"

- Skyway Level
- easement
- bridge
- directional sign

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MINNESOTA  
MUTUAL LIFE

Fifth Street

MIDWEST FEDERAL

Cedar Street

ST. PAUL ATHLETIC CLUB

Fourth Street

EXHIBIT "B"  
Street Level  
Easement

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4. INSURANCE

The contractor shall furnish proof of insurance directly to the City Attorney prior to commencing work. The contractor shall hold harmless and defend the City, where applicable, against any and all claims for property damage and claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the contract. The contractor shall pay any judgment against the City resulting from any such suit. The City shall have the right at its option to participate in any such litigation without relieving the contractor of any of its obligations. The contractor shall carry the following insurance naming the City as a co-insured thereas:

- A. Contractor's Public Liability Insurance with limits of \$500,000/\$500,000 naming and protecting the contractor, all subcontractors, against claims for injury to or death of one or more persons as a result of accidents which may occur at the site from operation under the contract.
- B. Property Damage Insurance with limits of \$150,000/\$300,000.
- C. Workmen's Compensation Insurance in compliance with the Laws of the State of Minnesota.
- D. Automobile Insurance, including owned, hired and nonowned vehicle coverage limits of \$100,000/\$300,000 bodily injury and \$50,000 per occurrence property damage.

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6 INSURANCE

Modify Section 4 of the General Conditions, as follows:

a. Insert the following after City:

"and Hammel, Green and Abrahamson, Inc."

b. Paragraph B: Property Damage Insurance. Delete this portion of the paragraph in its entirety and insert the following in its place: "Property Damage Insurance in the amount of not less than \$500,000 for all damages to or destruction of property in any one accident, and subject to that limit per accident; further subject to a total of not less than \$1,000,000 for all damages to or destruction of property during the policy period."

c. Paragraph C:

The Builder's Risk Insurance shall be for the benefit of the Contractor, the City of St. Paul, the HRA and the abutting property owners as their interests may appear in the value of the cost of the work under this contract, and each shall be specifically named in the policy or policies as an Insured; or at the Contractor's option, a Blanket Owner's Protective Policy covering all Owners (including adjacent building owners) may be provided in lieu of the above Builder's Risk Insurance and the City of St. Paul Uniform Certificate of Insurance.

d. Add the following after paragraph D:

E. The Contractor shall also cause to have executed the City of Saint Paul "Uniform Endorsement" required by the Saint Paul Legislative Code, as amended. This form can be obtained at the service desk on the 6th Floor of the City Hall Annex.

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Recd

At Paul

To

Public

STATE OF MINNESOTA )  
 County of Ramsey ) ss  
 Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 30 day of June A.D. 1920 at 10:30 A.M. and that the same was recorded in Ramsey County Records as Doc. No. 2119470.

EUGENE H. GIBBONS  
 COUNTY RECORDER  
*Eugene H. Gibbons*

Albert Sloan  
 Room 306 City Bldg