

SAINT PAUL HOTEL

St. Peter Street

LOWRY BLDG

SKYWAY

HOIST  
MP

AMHOIST  
BLDG

"ILL PLAZA"

"CARRIGE  
HILL  
PLAZA"

LOWRY GARAGE

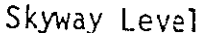
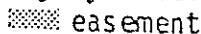
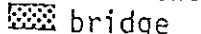
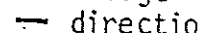
LOWRY BLDG

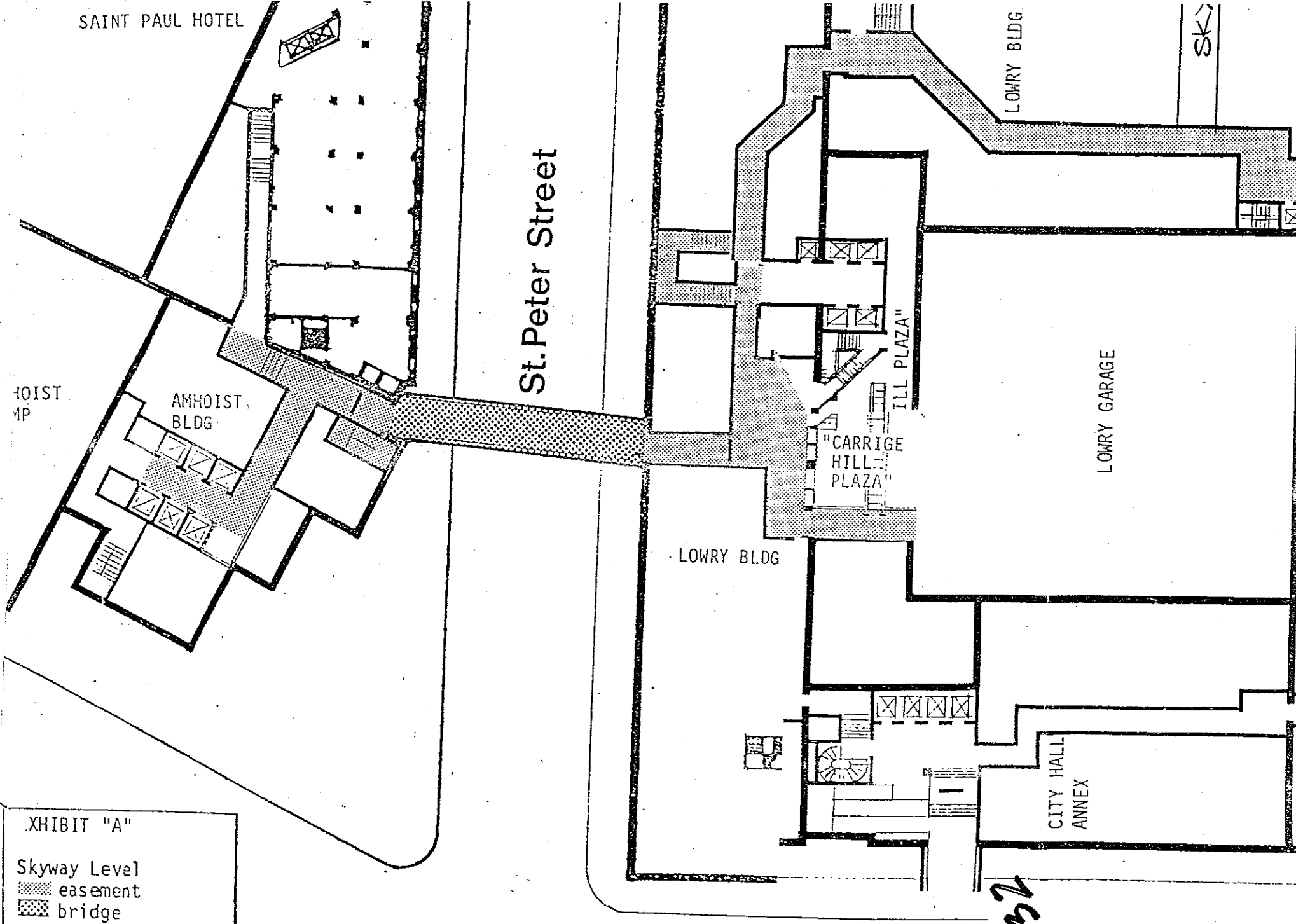
CITY HALL  
ANNEX

Fourth Street

15-32

EXHIBIT "A"

-  Skyway Level
-  easement
-  bridge
-  directional sign



SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day  
of March, 1983, by and between

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

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";

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

the SAINT PAUL HOTEL LIMITED PARTNERSHIP, a Minnesota limited partnership whose general partner is HOTEL SAINT PAUL ASSOCIATES LIMITED PARTNERSHIP, a Minnesota limited partnership whose general partner is LINCOLN HOTEL COMPANY NO. 343 LIMITED PARTNERSHIP, a Minnesota limited partnership whose general partner is LINCOLN ST. PAUL HOTEL CORPORATION, a Minnesota corporation, hereinafter referred to as the "Hotel Partnership"; and

the YORKTOWN INVESTMENT CO., INC., a Minnesota corporation, hereinafter referred to as "Yorktown".

WITNESSETH:

WHEREAS, the City and the HRA, through the Capitol Centre Renewal Project, Minn. R-20, and the Central Core NDP Project, Minn. A-1-5, undertook 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 will use to fund its bridge construction costs under this Agreement, Downtown and 7th Place Tax Increment Receipts; and

WHEREAS, the Authority owns and the Saint Paul Hotel Limited Partnership is rehabilitating the hotel building located on that block bounded by St. Peter, Market, Fourth and Fifth Streets in St. Paul, which building shall be hereinafter referred to as "Hotel"; and

WHEREAS, Yorktown is developing for, and for the purposes of this Agreement is acting as the agent of, the owners of a building to be known as Amhoist/Park Towers/Ramp Condominium, or a variation thereof, of a separate, contiguous land parcel owned by the Authority, which building shall hereinafter be referred to as the "Amhoist Building"; and

WHEREAS, the Authority owns and LDC as developer and tenant is rehabilitating the Lowry Medical Arts Building located on St. Peter Street between Fourth and Fifth Streets in St. Paul, which building shall be hereinafter referred to as "Lowry Building"; and

WHEREAS, the parties desire to construct a skyway bridge with accompanying concourse systems and access facilities while the adjacent buildings are being rehabilitated; and

WHEREAS, substantial public monies will be expended for the design and construction of said skyway bridge over St. Peter Street; 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 a skyway bridge connecting the Lowry Building with the Amhoist Building, in accordance with City-approved plans and specifications prepared for City by Hammel, Green and Abrahamson for that project designated as Mn Dot No. 95692, which plans and specifications have been reviewed by Yorktown, Authority and LDC. The City shall not, without the written consent of Yorktown, Hotel Partnership, Authority and LDC, which consent shall not unreasonably be withheld, make or approve (1) any change in the plans and specifications which would increase the total cost of the skyway bridge (as defined in paragraph 5 of this Agreement) by \$10,000 or more; or (2) any change which would cause the aggregate cost of all changes in the plans and specifications 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. Yorktown and LDC shall be responsible for and provide at their own cost all necessary support structures within their respective buildings for accommodation of the bridge.

3. Said skyway 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 the bridge shall be tied into the respective systems of the Amhoist Building, which Amhoist Building systems shall be of sufficient capacity to serve the bridge and shall be provided at the sole cost and expense of Yorktown. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall be capped a minimum of two feet inside the Amhoist Building line, and the connections of these lines to the Amhoist Building systems shall then be connected by and at the expense of Yorktown. Said skyway bridge shall also include finishing at skyway bridge ends, a lighted ceiling, terrazzo floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and aluminum and glass doors at both ends of the bridge.

4. City will include a provision in its contract for the construction of the skyway bridge, whereby the contractor consents to the assignment of warranties to all of the owners of the buildings abutting the bridge, 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 any of such owners may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. City will use its best efforts to insure 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.

BRIDGE COSTS

5. City shall pay one-half (1/2) of the total cost of the skyway bridge, which shall include all construction costs, architectural design and engineering fees, and other associated costs which one-half share is currently estimated to be \$200,000. Such total cost shall not include any costs for constructing, remodeling or reconstructing the Amhoist Building or Lowry Building 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 Amhoist Building and Lowry Building, all of which non-included costs shall be borne by Yorktown and LDC respectively.

6. Hotel Partnership and LDC shall each pay one-fourth (1/4) of the total cost of said skyway bridge which shall include all construction costs, architectural, design and engineering fees, and other associated costs, which one-fourth (1/4) shares are

*Linked to Hotel  
ATTN: Joe  
McCarty*

currently estimated to be \$100,000 each; provided, however, that if, based upon the lowest responsible bid for construction of said bridge, a one-fourth (1/4) share would exceed \$120,000, 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. Such one-fourth (1/4) share shall not include nor be reduced by any costs for concourse corridors, vertical access facilities, structural support within each building at either end of the bridge or mechanical, electrical or roof drainage facilities, within their respective buildings or the Ramp.

7. Hotel Partnership and LDC shall reimburse the City for their respective shares of said total bridge cost within 45 days after presentation to them of invoices therefor by City. The City shall take all reasonable steps to prevent the filings 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.

#### CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

8. Yorktown and LDC shall at their expense provide and be responsible for vertical access facilities and pedestrian concourse areas at the first and second levels of the Amhoist Building and Lowry Building 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 vertical access facilities and pedestrian concourse areas shall be as described and shown on Exhibit A attached hereto. Public easements as provided herein shall be caused to be granted by Yorktown and LDC so that such facilities will be available for use by the general public.

9. City shall purchase the typical skyway directional signs and make them available to Yorktown, Hotel Partnership and LDC. Yorktown, Hotel Partnership and LDC shall at their own expense install, maintain and repair such signs in accordance with paragraph 29 herein.

10. All other costs for the construction and completion of the pedestrian concourse areas within the Lowry Building, Hotel and Amhoist Building, except as otherwise specifically provided for herein, shall be borne respectively by LDC, Hotel Partnership and Yorktown.

#### EASEMENTS AND HOURS

11. The Authority, Yorktown and LDC hereby agree to cause to be granted to the City a public easement for the pedestrian skyway system in the Lowry Building and Amhoist Building, all in accordance with Exhibit A attached hereto. Said easements to be granted shall be in the form attached hereto as Exhibit B and shall grant to the public the right of use of said pedestrian skyway system through the Amhoist Building and Lowry 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 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 bridge herein and the new pedestrian concourse provided for in the Lowry Building and Amhoist Building 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 Amhoist Building shall be in accordance with Exhibit A herein and shall commence at the easterly property line of the Amhoist Building where the skyway bridge over St. Peter Street to the Lowry Building connects to the Amhoist Building and shall extend in a westerly direction to, and down, the vertical access facilities as shown, thence to street level and connecting with the public sidewalk on St. Peter Street; and also to the Hotel at its mezzanine level entrance as shown on Exhibit A.

13. The public easement through the Lowry Building shall be in accordance with Exhibit A herein, and shall commence at the westerly property line of the Lowry Building where the skyway bridge over St. Peter Street connects to the Lowry Building, and

applies to the easement through the Amhoist Building, Hotel or Lowry Building property but not to the skyway bridge.

18. It is agreed by and between the parties hereto that the skyway bridge shall at all times be owned by the City, 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

19. LDC, Yorktown and the Hotel Partnership agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in repair and in safe condition for pedestrian travel, reasonably clean and free of litter and debris.

20. LDC, Yorktown and the Hotel Partnership further agree to provide the necessary repair, operation and maintenance of the skyway 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 bridge or support structures, 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 on either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval.

21. LDC, Yorktown and the Hotel Partnership shall enter into a separate written agreement for sharing the maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment, and may include in such agreement 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 agreement must be submitted to the City by January 31, 1983. It is agreed that Yorktown will provide, at no cost to LDC or City, all initial necessary systems and equipment to supply and connect all HVAC, electrical and other operating utilities for said skyway bridge.

22. Yorktown, Hotel Partnership and LDC hereby agree to provide all repairs and maintenance to maintain the pedestrian concourse within their respective properties to a reasonable standard of safety and cleanliness and to provide all operating costs for said pedestrian concourses. 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.

23. If Yorktown, Hotel Partnership and/or LDC fails 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 their respective properties 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.

24. 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, which approval will be acted upon expeditiously and will not be withheld unreasonably.

SURETY BONDS AND INSURANCE

25. LDC and Yorktown shall together furnish and maintain a surety bond in the amount of \$100,000.00 for the said skyway 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 bridge, its 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. 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 skyway bridge, such insurance as 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 in accordance with Section 4., General Conditions and Section 6., Special Conditions of the city standard form Specifications for Skyway Pedestrian Bridge.

26. Insurance required by paragraph 28 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by LDC, Yorktown and the Hotel Partnership and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that LDC, Yorktown and the Hotel Partnership 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 Yorktown, Hotel Partnership and LDC for the portions located within their respective buildings.

28. LDC and Yorktown shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge; and Yorktown, Hotel Partnership and LDC shall furnish liability insurance for the portion of the pedestrian concourse and access facilities within their respective properties, 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 skyway 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 signs. 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 the parties on whose property such signs are located. 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 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 among LDC, Yorktown and the Hotel Partnership, themselves to each other, other than the requirements of paragraph 21., above. It is further understood that the Authority consents to the construction, operation, maintenance and repair of the pedestrian concourse area within the Lowry Building and Amhoist Building by the respective tenants of the Authority and their successors and assigns, but Authority does not obligate itself under this Skyway Agreement except as provided in Paragraphs 11, 12, 13 and 14; 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, and 14 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 the Hotel, Amhoist Building or the Lowry Building 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.

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. For the purposes of this paragraph "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees, and shall include therefor, LDC, Yorktown and the Hotel Partnership.

35. Seven (7) days after the issuance of the written Notice of Final Inspection by the City, and its furnishing to LDC and Yorktown, the obligations and duties contained in paragraphs 19, 20, 23, 24, 25 and 28, herein above, as to said skyway bridge, shall become operative.

36. Seven (7) days after substantial completion of the pedestrian concourses, the obligations and duties contained in paragraphs 11, 22, 23, 24 and 28, herein above, as to said pedestrian concourses, shall be operative.

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: Yorktown  
Business Technology Center  
Suite 706  
245 E. 6th Street  
St. Paul, Minnesota 55101  
Attn: Eugene A. Rancone

and

LDC  
Lowry Development Company  
350 St. Peter Street  
Suite 305  
Saint Paul, Minnesota 55102

and

Hotel Partnership  
Lincoln Hotel Corporation  
One Lincoln Center  
5400 LBJ Freeway  
Dallas, Texas 75240  
Attention: Joseph W. McCarthy  
                  Helmut Knipp

Copy to:  
Fredric T. Rosenblatt, Esq.  
1200 National City Bank Building  
Minneapolis, Minnesota 55402

c) To: Port Authority of the City  
          of Saint Paul  
          25 W. 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 in or imposed by the General Policy Statement for the Construction of the Saint Paul Skyway System, which is incorporated by reference herein, 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.

OBLIGATION OF YORKTOWN PARTNERSHIP

39. The Yorktown Partnership, a Minnesota general partnership, in consideration of the mutual undertakings of all the parties hereto, which undertakings, together with the construction and operation of the skyway bridge and pedestrian concourse benefit said Partnership, hereby agrees that it will be bound and obligated by, and will perform or cause to be performed, all of the obligations, duties, and agreements of the Yorktown Investment Co., Inc., in or required by this Agreement, with respect to property or property rights owned or leased by the Partnership in the Amhoist Building.

APPROVED AS TO FORM:

Philip B. Byrne 1-19-83

CITY OF SAINT PAUL

By Richard D. Irvick  
Its Mayor

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

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

Copy  
3/1/83  
JCB

By Albert B. Olson  
Its City Clerk



SAINT PAUL HOTEL LIMITED PARTNERSHIP

Lincoln Hotel Company No. 343

BY: Limited Partnership

BY: Lincoln Saint Paul Hotel Corporation

BY: Joseph W. McCarthy  
Joseph W. McCarthy, President

STATE OF TEXAS     )  
                          ) SS.  
COUNTY OF DALLAS )

On this 16th day of August, 1982, before me, a Notary Public within and for said County, appeared Joseph W. McCarthy, to me personally known, who, being duly sworn, did say that he is the President of Lincoln Saint Paul Hotel Corporation and on behalf of SAINT PAUL HOTEL PARTNERSHIP, a Minnesota limited partnership, that said instrument was signed by authority of its partners, as the act and deed of said Limited Partnership and said Joseph W. McCarthy, acknowledged said instrument was the free act and deed of said partnership.

Paula R. Vitale-Murphey  
Paula R. Vitale-Murphey  
Notary Public

My commission expires:  
13 October 1985



LOWRY DEVELOPMENT COMPANY

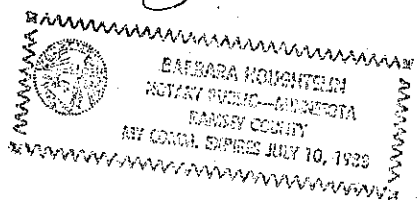
By [Signature]  
Its [Signature]

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

STATE OF MINNESOTA )  
                          ) SS.  
COUNTY OF RAMSEY )

On this 20th day of January, 1983, before me,  
a Notary Public within and for said County, appeared \_\_\_\_\_  
Robert E. Keyes and \_\_\_\_\_,  
to me personally known, who, being each by me duly sworn, did say  
that they are respectively the \_\_\_\_\_ partner \_\_\_\_\_ and  
\_\_\_\_\_ of the LOWRY DEVELOPMENT COMPANY, a  
Minnesota general partnership, that said instrument was signed by  
authority of its partners, and said Robert E. Keyes  
and \_\_\_\_\_ acknowledged said instrument was the  
free act and deed of said partners.

[Signature]



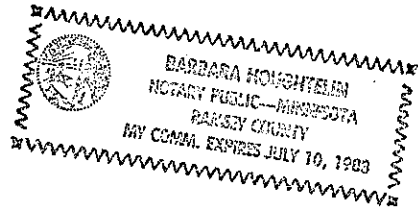
YORKTOWN INVESTMENT CO., INC.

By Eugene A. Rancone  
Eugene A. Rancone, President

STATE OF MINNESOTA )  
                          ) SS.  
COUNTY OF RAMSEY )

On this 13<sup>th</sup> day of January, 1983, before me,  
a Notary Public within and for said County, appeared Eugene A.  
Rancone, to me personally known, who, being by me duly sworn, did  
say that he is the President of the YORKTOWN INVESTMENT CO., INC.,  
a Minnesota corporation, that said instrument was signed by him  
on behalf of the corporation, being authorized to do so by its  
directors, and said Eugene A. Rancone acknowledged said instrument  
was the free act and deed of said corporation.

Barbara Houghtelin



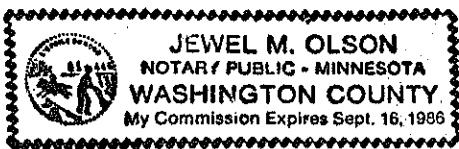
PORT AUTHORITY OF THE CITY OF  
SAINT PAUL

By *George W. Winter*  
Its *President*

By *Arthur N. Goodman*  
Its *Secretary*

STATE OF MINNESOTA )  
                              ) SS.  
COUNTY OF RAMSEY )

On this 17<sup>th</sup> day of August, 1982, 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 and said George W. Winter  
and Arthur N. Goodman acknowledged said instrument was  
the free act and deed of said corporation.



*Jewel M. Olson*

YORKTOWN PARTNERSHIP

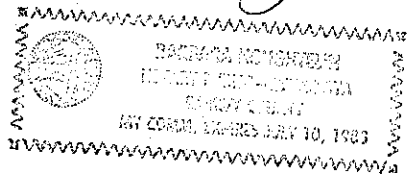
By [Signature]  
Its

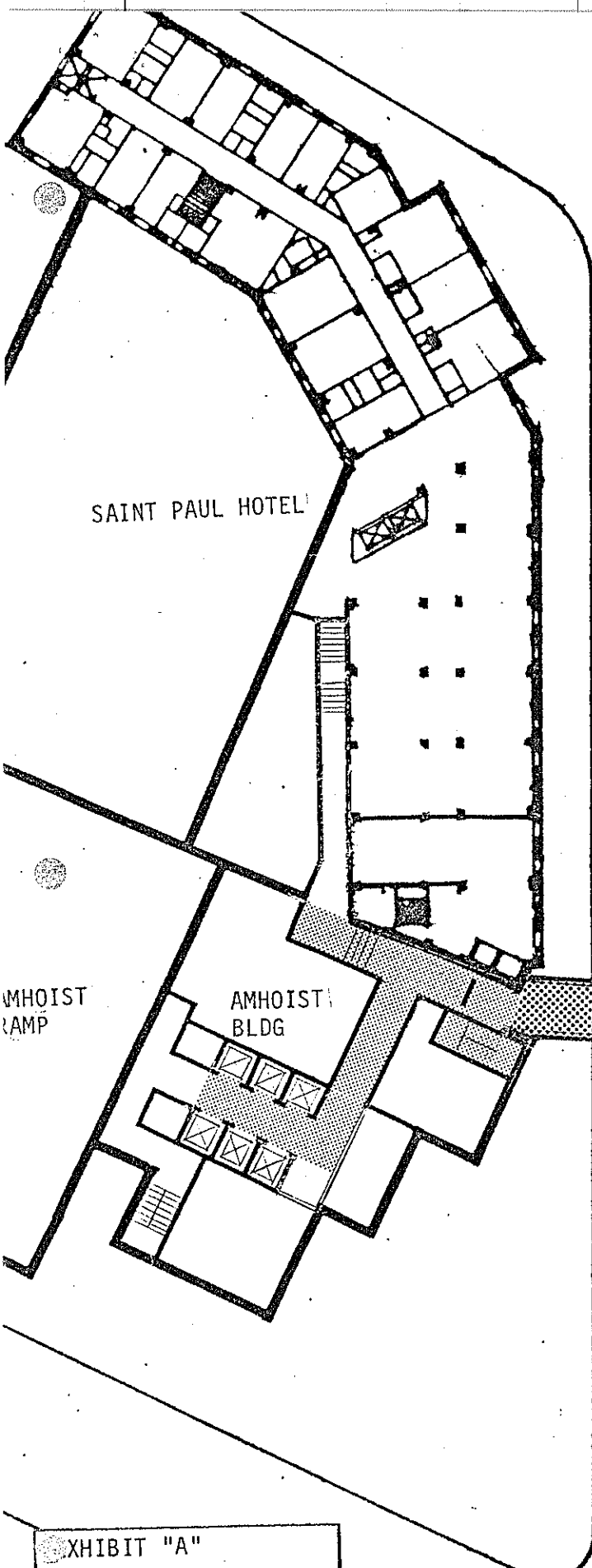
By \_\_\_\_\_  
Its

STATE OF MINNESOTA )  
                          ) SS.  
COUNTY OF RAMSEY )

On this 19<sup>th</sup> day of January, 1983, before me,  
a Notary Public within and for said County, appeared Eugene A. Rancone  
\_\_\_\_\_ and \_\_\_\_\_,  
to me personally known, who, being each by me duly sworn, did say  
that they are respectively the \_\_\_\_\_ President \_\_\_\_\_ and  
\_\_\_\_\_ of the YORKTOWN PARTNERSHIP, a  
Minnesota general partnership, that said instrument was signed by  
authority of its partners, and said Eugene A. Rancone  
and \_\_\_\_\_ acknowledged said instrument was  
the free act and deed of said partners.

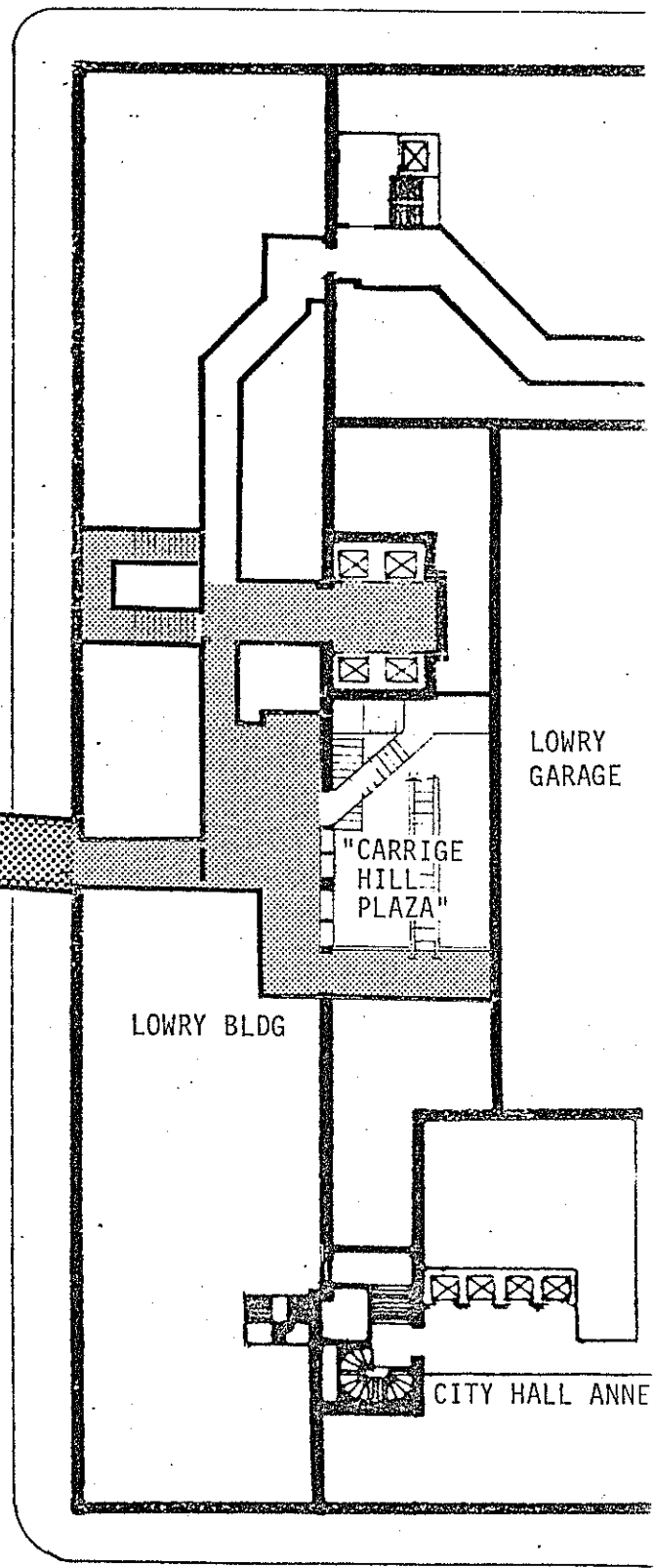
[Signature]





St. Peter Street

Fifth Street



Fourth Street

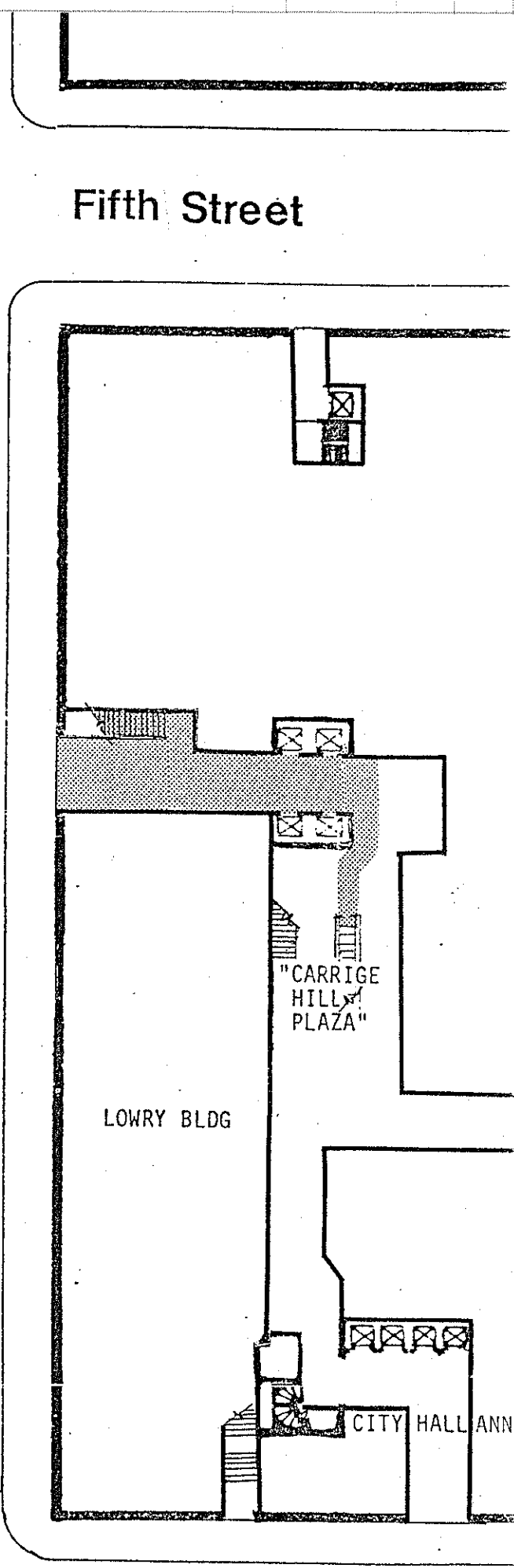
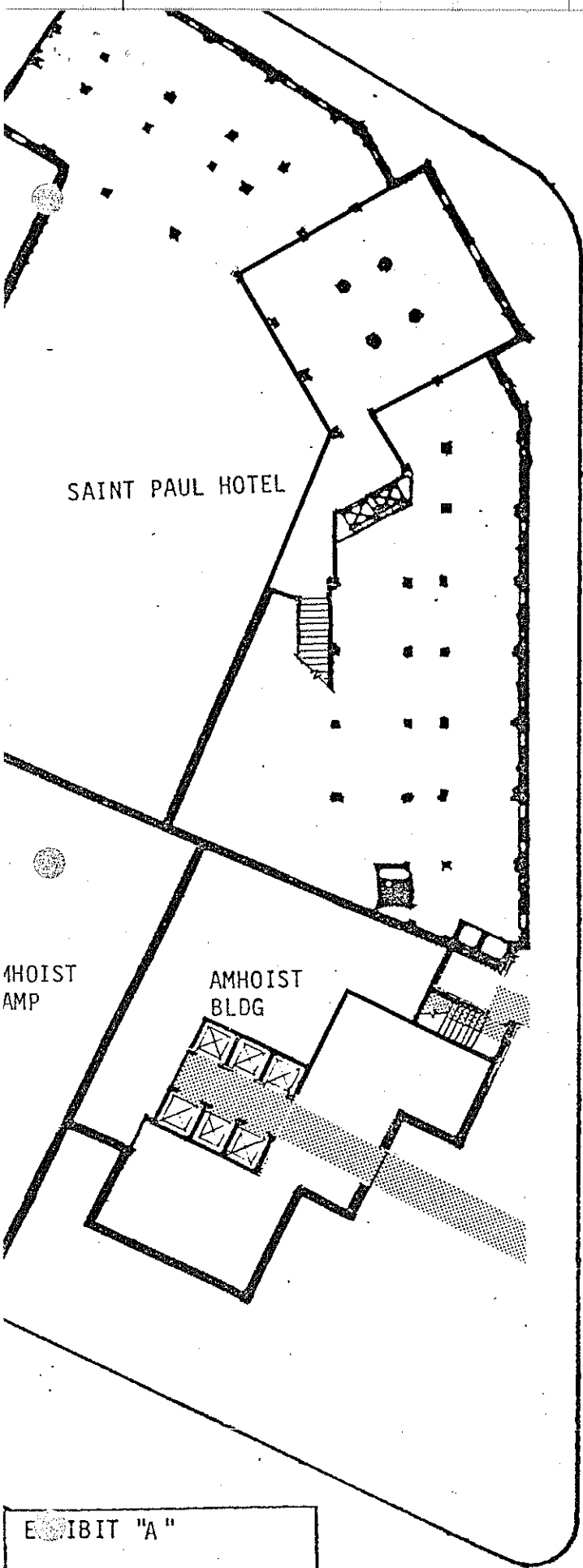
EXHIBIT "A"

Skyway Level

■ easement

■ bridge

— directional sign



Fourth Street

(SAMPLE)

GRANT OF EASEMENT

WHEREAS, the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate, and the YORKTOWN INVESTMENT CO., INC., a Minnesota corporation, which are hereinafter called "Grantor", are the owner in fee and tenant 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 between the City of Saint Paul, the Lowry Development Company, the Saint Paul Hotel Limited Partnership and Grantor, to grant to the City of Saint Paul, a public easement for purposes of pedestrian ingress, egress and transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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, a public easement for public pedestrian ingress, egress and transit, in and through the Property and the structures thereon, described as:

EXHIBIT B

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

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 area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul, by ordinance, from time to time determine.

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted to 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 area, 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 pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

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, its successors or assigns, and the City of Saint Paul, such approval not to 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 Grantor.

Notwithstanding anything to the contrary herein, the easement granted herein 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 any easement granted herein is vacated, abandoned or discontinued in the manner permitted 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 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 shall be responsible for and provide for the cost of all repairs, improvements and replacements of the easement area as described herein, it being understood that the aforesaid covenant shall run with the land.

TO HAVE AND TO HOLD said public easement for pedestrian ingress, egress and transit until the System is vacated or abandoned in the manner permitted by law or terminated, in accordance herewith.

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

GENERAL POLICY STATEMENT  
FOR THE CONSTRUCTION OF THE  
SAINT PAUL SKYWAY SYSTEM

ADOPTED BY THE  
CITY COUNCIL OF  
SAINT PAUL, MINNESOTA  
JANUARY 8, 1980

DEPARTMENT OF PLANNING  
AND ECONOMIC DEVELOPMENT  
OF THE CITY OF SAINT PAUL, MINNESOTA

This Policy Statement Supersedes  
and replaces the  
General Policy Statement  
Pedestrian Concourse System  
Downtown Urban Renewal Project  
Minn. R-20  
Adopted by the  
Housing and Redevelopment Authority  
of the City of Saint Paul, Minnesota