

A G R E E M E N T

THIS AGREEMENT made and entered into this 22<sup>nd</sup> 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", the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City", MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota insurance company, hereinafter referred to as "MML", and DEGREE OF HONOR PROTECTIVE ASSOCIATION, a Minnesota fraternal benefit association, hereinafter referred to as "Degree".

WITNESSETH:

WHEREAS, the City and the HRA, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District, hereinafter "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 with a skyway bridge over Fourth Street between Cedar and Wabasha Streets from the MML Building to the Degree Building has been approved as part of the Community Development Revenue Sharing Year III Block Grant Program; and

WHEREAS, the extension of the System including a skyway bridge over East Fourth Street necessitates the flow of pedestrian traffic through certain portions of the MML Building and the Degree Building; and

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

WHEREAS, substantial public monies will be expended for the design and construction of the skyway bridge over Fourth 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 East Fourth Street between Cedar and Wabasha Streets, which Ordinance is attached hereto as Exhibit A, and its terms and conditions are hereby fully 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 No. 16362 as adopted by the Council of the City of Saint Paul, the terms of which are incorporated herein by reference. All parties hereto other than 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 MML Building and Degree Building 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 October 12, 1979, also known as Bid No. A8398-S, and reviewed by MML and Degree. Said skyway bridge shall include support structures 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

of the abutting buildings, glass 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 skyway bridge mechanical system shall be tied into the mechanical system within MML, and the electrical system to that of Degree. The skyway bridge roof drainage system shall be tied into the interior drainage system of MML. 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. HRA will construct the pedestrian concourse extending through the Degree Building which connects the skyway bridge over the Degree Building auditorium with the skyway bridge over Fourth Street and payment therefor shall be in accordance with the skyway bridge and concourse agreement executed by and among Degree, St. Paul Joint Venture HRA, City and Catherine Rosen.

4. HRA will construct the pedestrian concourse extending through the MML Building which connects the skyway bridge over Fourth Street to Degree with the skyway bridge over Cedar Street to the Athletic Club, and HRA will pay for all system elements as noted in the approved plans with the exception that MML will pay one-half the cost of new partition walls and the full cost of the finish (paint, wall covering, etc.) on that partition wall surface facing its private areas.

5. All costs for MML Building alteration or decorating in private areas or outside the pedestrian concourse area except as otherwise provided for herein, shall be borne by MML.

6. The parties agree that in the construction, maintenance, repair and operation of the System, they shall be bound by all City codes and

ordinances governing or relating to the System, insofar as applicable. 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.

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

8. Upon completion of construction and furnishing to the building owners an architect's certificate certifying completion in accordance with the plans and specifications, MML shall grant to the City without further consideration, a permanent public easement for the System through its building in accordance with the aforesaid plans and the attached Exhibit B, the detail description of which will be determined at HRA expense by a registered land surveyor after construction. Said easement shall be granted precisely in the form attached hereto as Exhibit C, and shall grant to the public the right of use of said pedestrian concourse and skyway bridge 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 parties' buildings as the City may, by ordinance, from time to time

determine, or regarding such public conduct within the skyway system as may be prohibited by skyway ordinance, as amended. The pedestrian concourse herein concerned shall be open at least from 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 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, Degree and MML. MML is obligated only to keep the easement area itself accessible to the public during such hours.

9. That said easement to be granted by MML through the MML Building as shown on Exhibit B shall commence at the easterly property line of MML where the skyway bridge from the Athletic Club penetrates the MML property and immediately extend southerly along and within the easterly wall of the MML Building to its southeast corner, thence westerly, then southerly to the southerly property line of MML where penetrated for the skyway bridge across Fourth Street to the Degree Building, and that said concourse easement shall continuously be at least 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. It is understood that the easement area represented on Exhibit B shall, upon completion, extend from the existing floor to the existing ceiling.

10. That all rights respecting such easements across the Degree property are provided for in the aforesaid skyway and concourse agreement by and among Degree, Venture, City, HRA and Catherine Rosen.

11. MML agrees that the pedestrian concourse shall be designated as a public pedestrian easement and all ordinances of the City applicable to the System shall govern.

no change in the easement location shall be made without the approval of the HRA and the City, which approval shall not be unreasonably withheld, and, on the further condition that said new easement area(s) shall be surveyed and described by a registered land surveyor at the grantor's expense.

13. Notwithstanding anything to the contrary herein, the easement to be granted herein by MML 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.

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

15. 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

16. That MML and Degree shall maintain and operate the electrical 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.

17. MML and Degree agree to provide the necessary repairs and maintenance of the skyway bridge and its integral parts at their sole expense without cost to City or HRA. 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 major repairs and 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.

18. MML and Degree shall enter or have contemporaneously herewith entered into a separate written agreement for sharing the maintenance, operation and repair costs for said skyway bridge, its integral parts and equipment.

19. MML 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 operating costs for the pedestrian concourse through the MML property.



20. If MML and Degree fail to adequately maintain, repair, and operate the said skyway bridge, its integral parts and related equipment, or if MML fails to adequately maintain, repair and operate the pedestrian concourse to a reasonable standard of safety within 30 days after receipt of written demand thereof by the City, the City may undertake the necessary maintenance, repair and operating tasks required, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be forthwith paid by the defaulting partie(ies) or its (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 the right to assess such costs against the party(ies) as a local improvement in the manner provided by law.

#### SURETY BONDS AND INSURANCE

21. MML and Degree 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 the City harmless in accordance with said Ordinance against all expense 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 their respective buildings and, further conditioned upon the building owners, their respective successors in interest and

assigns, complying with all terms and conditions expressed and contained in this Agreement, as to removal, operation, repairs and maintenance, 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, 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.

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

23. Insurance required hereby for casualty and liability for the area designated as easement for the pedestrian concourse herein on the MML property shall be a cost to be assumed by MML.

24. MML and Degree shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and MML shall do so as to the concourse on its property, with a duly licensed insurance company, where 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 shall be 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.

#### SKYWAY DIRECTIONAL SIGNS

25. The location of directional or other signs that may be installed in the pedestrian concourse in the MML Building shall be determined jointly by the HRA and MML. The initial cost of purchase of all System signs shall be borne by the HRA. The costs of installation, operating, maintaining and repairing the signs shall be borne either individually by the party on whose property the sign is located, or as to signs located in the skyway bridge, jointly by those parties to whose building the bridge attaches. If the location of the easement is changed, the signs shall be removed accordingly, and the cost of moving and re-installing signs to a new easement area shall be borne by the property owner. 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.

26. The skyway bridge and pedestrian concourse area which are the subject of this Agreement shall not be operated for the purpose of advertising any product or business or for any other commercial purpose, other than on store fronts, which store front signs shall not project out from the wall surface; provided, however, nothing herein contained shall prevent the installation and maintenance of the aforementioned directional sign(s) identifying the building names.

#### BINDING OBLIGATIONS

27. 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 such time as the concourse system or that part referred to herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with this Agreement or the Grant of Easement itself.

28. 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, individual, 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

29. 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.

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

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

By Joanne Showalter  
Its

By George W. Mahan  
Its

APPROVED AS TO FORM

Richard H. Zehring

CITY OF SAINT PAUL

By George Dine  
Its Mayor

By Ray Sh...  
Its Director, Department of Planning  
and Economic Development

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

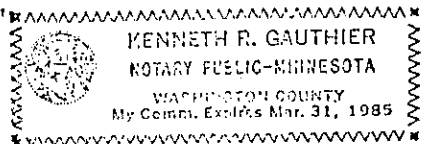
By Joe...  
Its City Clerk





STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF RAMSEY )

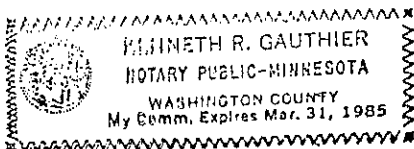
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 1980 by GEORGE LATIMER, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



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.



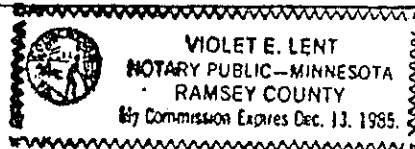
Kenneth R. Gauthier

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.

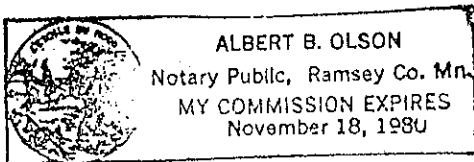
Violet E. Lent

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





AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 1985, by and between DEGREE OF HONOR PROTECTIVE ASSOCIATION, ("Seller"), and COR PARTNERSHIP, ("Buyer").

WHEREAS, on January 22, 1980, Seller and MINNESOTA MUTUAL LIFE INSURANCE COMPANY and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA entered into an Agreement pertaining to the building called DEGREE OF HONOR BUILDING and located at 325 Cedar Street, St. Paul, Minnesota; and

WHEREAS, Buyer is purchasing the aforementioned building which is owned by Seller; and

WHEREAS, Seller and Buyer intend that in connection with the sale of said building to Buyer, that Buyer shall succeed to the rights and assume the obligations of Seller under the said Agreement;

NOW, THEREFORE, it is hereby agreed between the parties hereto as follows:

1. Seller shall and hereby does assign to Buyer all of its rights in and under said Agreement.
2. As of October 10, 1985, Buyer shall and hereby does fully and without limitation assume all duties, responsibilities and covenants of Seller under said Agreement.
3. The agreement of Buyer shall be binding on the successors and assigns of Buyer and by acceptance of this Agreement, Buyer agrees to hold Seller harmless from any and all claims, demands, costs or damages in connection with all terms, conditions, covenants and agreements of said Agreement which Buyer herein agrees to perform.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

SELLER

BUYER

DEGREE OF HONOR PROTECTIVE  
ASSOCIATION

COR PARTNERSHIP

By: Mary C. Redden

By: Walter P. Green

Its: National President

Its: A General Partner



*Transfer of Responsibility Agreement -*  
*Hand L to Econ Lab*

ECONOMICS LABORATORY, INC.  
OSBORN BUILDING, ST. PAUL, MINNESOTA 55102

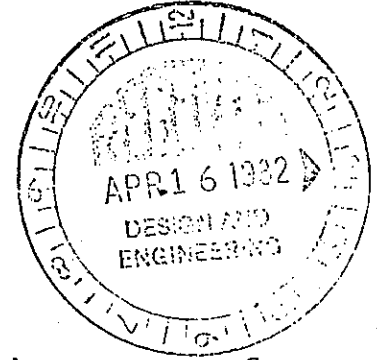
LAW DEPARTMENT

TELEPHONE: (612) 293-2233  
TWX: (910) 563-3739  
TELEX: 297427

April 6, 1982

Writer's Direct Dial Number:  
293-2183

Mr. Gary E. Stout *Jim Folio*  
Planning and Economic  
Development  
City Hall Annex  
25 West Fourth Street  
St. Paul, Minnesota 55102



Dear Mr. Stout:

Enclosed please find for your records and information a copy of the Skyway Agreement dated April 5, 1982, whereby Economics Laboratory, Inc. was assigned all of the rights and assumed all of the obligations of Minnesota Mutual Life Insurance Company for operation and maintenance of the Cedar Skyway and East Fourth Street Skyway pursuant to the Agreements of January 11, 1980, and January 22, 1980, with HRA and the City of St. Paul.

If you desire additional information, please do not hesitate to let me know.

Very truly yours,  
ECONOMICS LABORATORY, INC.

*James A. Westerhaus*

James A. Westerhaus  
Attorney

JAW:ws  
Enc.

## AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 1982, by and between ECONOMICS LABORATORY, INC., a Delaware corporation (hereinafter referred to as "EL") and THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota corporation (hereinafter referred to as "MML");

### WITNESSETH:

WHEREAS, as part of the pedestrian skyway system within the downtown central business district of St. Paul, Minnesota, there exists a skyway bridge over Cedar Street between the buildings occupied by the Saint Paul Athletic Club (hereinafter referred to as "AC") and MML (hereinafter referred to as the "Cedar Skyway");

WHEREAS, on February 20, 1980 AC and MML entered into a Skyway Bridge Maintenance Agreement under which AC and MML mutually agreed to be bound by the terms contained therein regarding the operation and maintenance of the Cedar Skyway (hereinafter referred to as the "Cedar Maintenance Agreement");

WHEREAS, as part of the pedestrian skyway system within the downtown central business district of St. Paul, Minnesota, there exists a skyway bridge over East Fourth Street between the buildings occupied by the Degree of Honor Protective Association (hereinafter referred to as "Degree") and MML (hereinafter referred to as "East Fourth Skyway");

WHEREAS, on February 13, 1980 Degree and MML entered into a Skyway Bridge Maintenance Agreement under which Degree and MML mutually agreed to be bound by the terms contained therein regarding the operation and maintenance of the East Fourth Skyway (hereinafter referred to as the "East Fourth Maintenance Agreement");

WHEREAS, on January 11, 1980, the Housing and Redevelopment Authority of the City of St. Paul, Minnesota (hereinafter referred to as "HRA"), the City of St. Paul, Minnesota (hereinafter referred to as the "City"), AC and MML entered into an Agreement concerning the construction, operation and maintenance of the Cedar Skyway and the easements necessary to incorporate the same into the pedestrian skyway system (hereinafter referred to as the "City Cedar Agreement");

WHEREAS, on January 22, 1980, HRA, the City, Degree and MML entered into an Agreement concerning the construction, operation and maintenance of the East Fourth Skyway and the easements necessary to incorporate the same into the pedestrian skyway system (hereinafter referred to as the "City East Fourth Agreement");

WHEREAS, concurrently with the delivery of this Agreement EL is purchasing the building at 345 Cedar Street, St. Paul, Minnesota, which is owned by MML and connected to the Cedar Skyway and the East Fourth Skyway; and

WHEREAS, EL and MML intend that in connection with the sale of said building to EL that EL shall succeed to the rights and assume the obligations of MML under the various agreements relating to the pedestrian skyway system connected to said building;

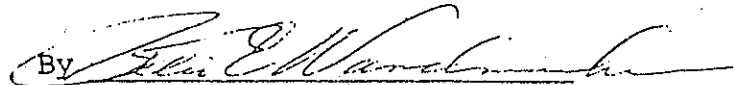
NOW THEREFORE, it is hereby agreed between the parties hereto as follows:

1. MML shall and hereby does assign to EL all its rights in and under the Cedar Maintenance Agreement, the East Fourth Maintenance Agreement, the City Cedar Agreement and the City East Fourth Agreement.


2. EL shall and hereby does fully and without limitation assume all duties, responsibilities and covenants of MML under the Cedar Maintenance Agreement, the East Fourth Maintenance Agreement, the City Cedar Agreement and the City East Fourth Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

ECONOMICS LABORATORY, INC.

By   
Peter E. Wandmacher  
Vice President and Treasurer

THE MINNESOTA MUTUAL LIFE  
INSURANCE COMPANY

By   
PAUL GOODING, SECOND VICE PRESIDENT

after its passage, approval and publication.

Adopted by the Council November 3, 1977.

Yeas — Councilmen Butler, Hozza, Hunt, Levine, Roedler, Sylvester, Tedesco—7.  
Nays—0.

Approved November 4, 1977.

GEORGE LATIMER  
Mayor  
(November 12, 1977)

Council File No. 269927—Ordinance No. 16362—By Ruby Hunt—

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE THE FOLLOWING OVERHEAD PEDESTRIAN PASSAGeways OVER PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL AND

- 1) ACROSS EAST SEVENTH PLACE BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND ROBERT STREET, SAID OVERHEAD PEDESTRIAN PASSAGeway TO BE EXTENDED FROM THE EXISTING BREMER BUILDING ON THE SOUTH SIDE OF EAST SEVENTH PLACE TO DONALDSON'S ON THE NORTH SIDE OF EAST SEVENTH PLACE.
- 2) ACROSS ROBERT STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EIGHTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGeway TO BE EXTENDED FROM EXISTING DONALDSON'S ON THE WEST SIDE OF ROBERT STREET TO THE METRO SQUARE BUILDING ON THE EAST SIDE OF ROBERT STREET.
- 3) ACROSS CEDAR STREET BETWEEN THE INTERSECTION THEREWITH OF EAST FOURTH STREET AND EAST FIFTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGeway TO BE EXTENDED FROM THE EXISTING ATHLETIC CLUB BUILDING ON THE EAST SIDE OF CEDAR STREET TO THE MINNESOTA MUTUAL LIFE BUILDING ON THE WEST SIDE OF CEDAR STREET.
- 4) ACROSS EAST FOURTH STREET BETWEEN THE INTERSECTION THEREWITH OF CEDAR STREET AND WABASHA STREET, SAID OVERHEAD PEDESTRIAN PASSAGeway TO BE EXTENDED FROM THE EXISTING MINNESOTA MUTUAL LIFE BUILDING ON THE NORTH SIDE OF EAST FOURTH STREET TO THE DEGREE OF HONOR BUILDING ON THE SOUTH SIDE OF EAST FOURTH STREET.

The Council of the City of Saint Paul Does Ordain:

SECTION 1

That permission and authority hereby are 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 the following overhead pedestrian passageways over the public streets within the corporate limits of the City of Saint Paul; and

- 1) across East Seventh Place between the intersection therewith of Minnesota Street and Robert Street, said overhead pedestrian passageway to be extended from the existing Bremer Building on the south side of East Seventh Place to Donaldson's on the north side of East Seventh Place.
- 2) across Robert Street between the intersection therewith of East Seventh Place and Eighth Street, said overhead pedestrian passageway to be extended from existing Donaldson's on the west side of Robert Street to the Metro Square Building on the east side of Robert Street.
- 3) across Cedar Street between the intersection therewith of East Fourth Street and East Fifth Street, said overhead pedestrian passageway to be extended from the existing Athletic Club Building on the east side of Cedar Street to the Minnesota Mutual Life Building on the west side of Cedar Street.
- 4) across East Fourth Street between the intersection therewith of Cedar Street and Wabasha Street, said overhead pedestrian passageway to be extended from the existing Minnesota Mutual Life Building on the north side of East Fourth Street to the Degree of Honor Building on the south side of East Fourth Street.

SECTION 2

That the Director of Public Works is hereby authorized to issue necessary permits to said permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, for the construction, maintenance, and operation of said overhead pedestrian passageways according to the plans and specifications approved by the Department of Public Works and at the separate cost and expense of said permittee, upon said permittee's compliance with the following conditions.

- a. The said permittee and/or its successors in interest shall, at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain, and operate said overhead pedestrian passageway hereunder;
- b. That said permittee shall pay the costs for the publication of this ordinance;
- c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works due to this

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EXHIBIT A

undertaking, said costs 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 Department of Public Works Project Numbers;

d. That said permittee shall furnish the Department of Public Works all documents of record, 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 contracts, contract amount, "as built" plans, tracings and tracings of shop plans;

e. That said permittee shall construct each overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with 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 bidding. Such construction shall be made 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;

f. That said permittee and/or its successors 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 person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal 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 therefor, Casualty Insurance Coverage, with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident, 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 person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structures hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul;

g. 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 of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction,"

dated September 1, 1976, Section numbered 1305.2 for each overhead pedestrian passageway noted above. For the purpose of this Ordinance, the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word "contractor" wherever same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction" dated September 1, 1976 is hereby incorporated herein by reference as fully and as 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 moisture, rain and snow which shall accumulate thereon by proper devices through each overhead pedestrian passageway noted above and in a manner so that the flowing and/or spilling of same on any part of said sections of said public streets 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 shall not be limited to, glass, floor, metal trim, and hardware cleaning, polishing, and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within each bridge to maintain temperature comparable to that normally maintained within heated and air-conditioned rental office spaces;

i. That said permittee and/or its successors in interest shall, at all times, construct and 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;

j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of the above overhead pedestrian passageways shall make necessary the closing of certain public streets or 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 advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;

l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance, and operation of each overhead pedestrian passageway hereunder, provide respectively a minimum vertical clearance of at least 17' 3" on the bridges across Cedar Street and across East Fourth Street and at least 17' 4" on the bridges across East Seventh Place and across Robert Street between and throughout the course of the bot-

tom of said structures and the surface of said sections of public streets; except as may be altered by the City's future street work;

m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;

n. 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 (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under Paragraph (o) below;

o. That said permittee shall notify the Bridge Engineer of the Department of Public Works before and when construction has been completed to allow for a final inspection of each overhead pedestrian passageway hereunder;

p. That each overhead pedestrian passageway hereunder shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of said structure from said location;

q. That said permittee shall, within the period of 10 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, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;

r. 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 aforesaid pedestrian passageways noted above, the permittee being the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, i.e. the applicable building/property owners respecting the aforesaid overhead pedestrian passageways as noted above shall be responsible for paying the insurance premiums for the overhead pedestrian passageway(s) connecting their buildings and also for providing the maintenance and operation same;

s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for each completed overhead pedestrian passageway (bridge) hereunder, made and executed by said permittee's successors in interest as Principal, and a Corporate 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 repair said overhead pedestrian passageway to a reasonable standard of safety, or fail to remove 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 from said surety, which Surety Bond shall remain in full force and effect as long as said overhead pedestrian passageway or any part thereof remains in that portion of public right-of-way as shown on plans to be filed with the 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 Services;

t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on each bridge before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same;

u. That said permittee shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works for each overhead pedestrian passageway hereunder. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be appropriately filed with the Director of Finance and Management Services 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, Hozza, Hunt, Levine, Roedler, Sylvester, Tedesco—7.

Nays—0.

Approved November 4, 1977.

GEORGE LATIMER  
Mayor

(November 12, 1977)

### RESOLUTIONS

Council File No. 270043—By Rosalie L. Butler—

Whereas,

1. On October 18, 1977, the Port Authority of the City of Saint Paul

adopted Resolution 1977-10, a preliminary order of revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1.

2. Laws of Minnesota, Chapter 234, provides that bonds authorized by the City of Saint Paul, Minnesota, issued only by resolution of the City Council are subject to the provisions of the laws of the State of Minnesota with law;

3. The Port Authority of the City of Saint Paul, Minnesota, has given authority to the City of Saint Paul, Minnesota, to issue revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1.

4. It is the policy of the City of Saint Paul, Minnesota, to issue revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1.

Resolved, That the Council of the City of Saint Paul, Minnesota, do hereby approve and authorize the issuance of revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1, in the amount of \$1,000,000, at a net interest rate of 8%, the exacting, but not exceeding, the amount of \$1,000,000, to be determined pursuant to the provisions of the laws of the State of Minnesota, and hereby authorize the City of Saint Paul, Minnesota, to issue and sell such bonds for the purpose of carrying out the aforesaid project.

Adopted November 3, 1977.

Approve

Council File No. 270043—By Rosalie L. Butler—  
Whereas,  
City of Saint Paul, Minnesota, has given authority to the City of Saint Paul, Minnesota, to issue revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1.  
Whereas,  
Laws of Minnesota, Chapter 234, provides that bonds authorized by the City of Saint Paul, Minnesota, issued only by resolution of the City Council are subject to the provisions of the laws of the State of Minnesota with law;  
Whereas,  
The Port Authority of the City of Saint Paul, Minnesota, has given authority to the City of Saint Paul, Minnesota, to issue revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1.  
Whereas,  
It is the policy of the City of Saint Paul, Minnesota, to issue revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1.  
Resolved, That the Council of the City of Saint Paul, Minnesota, do hereby approve and authorize the issuance of revenue bonds in the principal amount of \$1,000,000 to finance the construction and paving of their asphalt storage complex in Red Rock 1, in the amount of \$1,000,000, at a net interest rate of 8%, the exacting, but not exceeding, the amount of \$1,000,000, to be determined pursuant to the provisions of the laws of the State of Minnesota, and hereby authorize the City of Saint Paul, Minnesota, to issue and sell such bonds for the purpose of carrying out the aforesaid project.

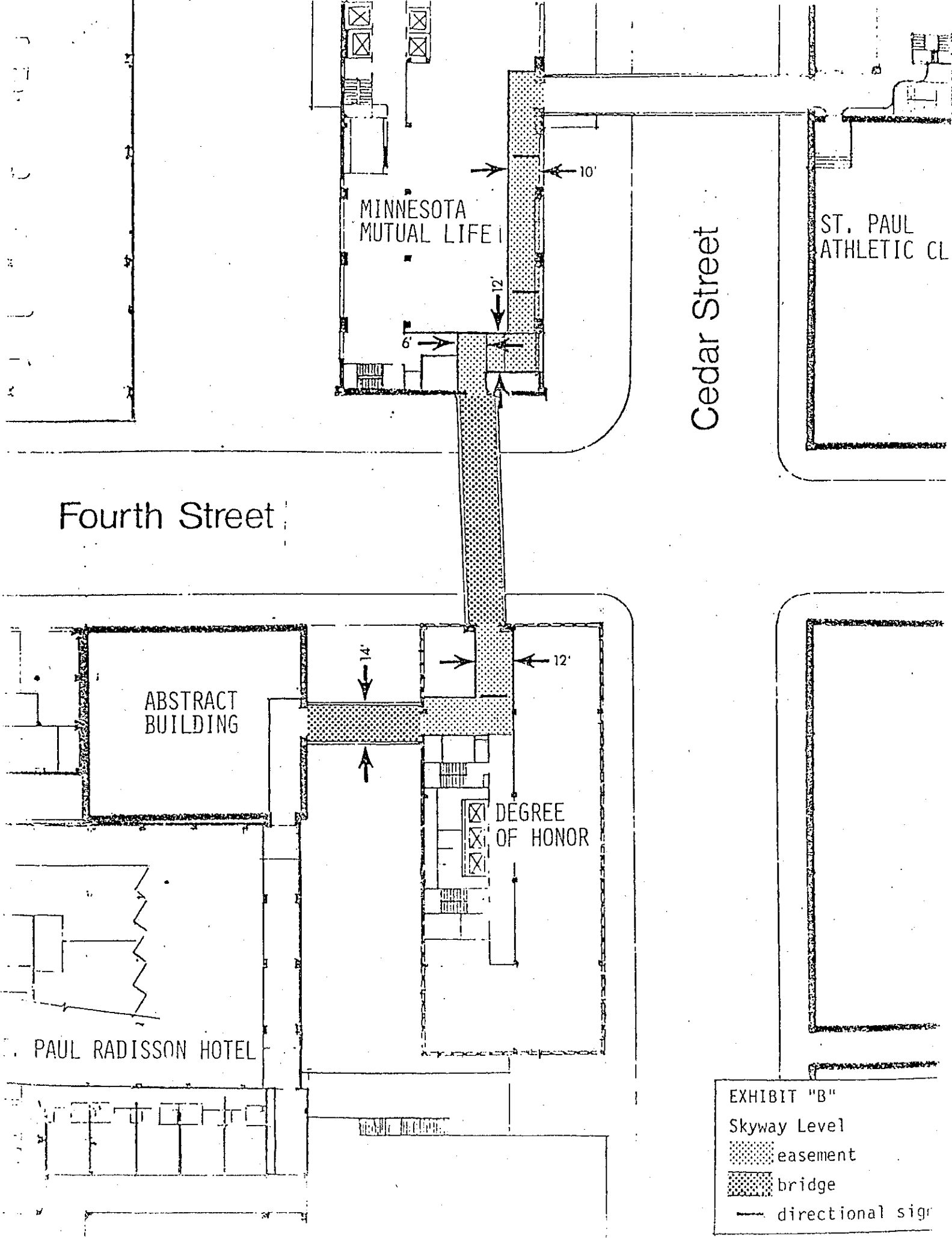





EXHIBIT "B"

Skyway Level

 easement

 bridge

 directional sign



GRANT OF EASEMENT

WHEREAS, MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota insurance company, hereinafter called "Grantor", is the fee owner 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 Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantor, and Degree of Honor Protective Association, to grant to the City of Saint Paul a public easement for a second floor level pedestrian way, 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 pedestrian ingress, egress and transit in, through and over the Property and the structures thereon, described as follows:

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 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 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 and assigns, from time to time, determine. This provision shall not diminish 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 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 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 the 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 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 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.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee under 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 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 aforesaid 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.



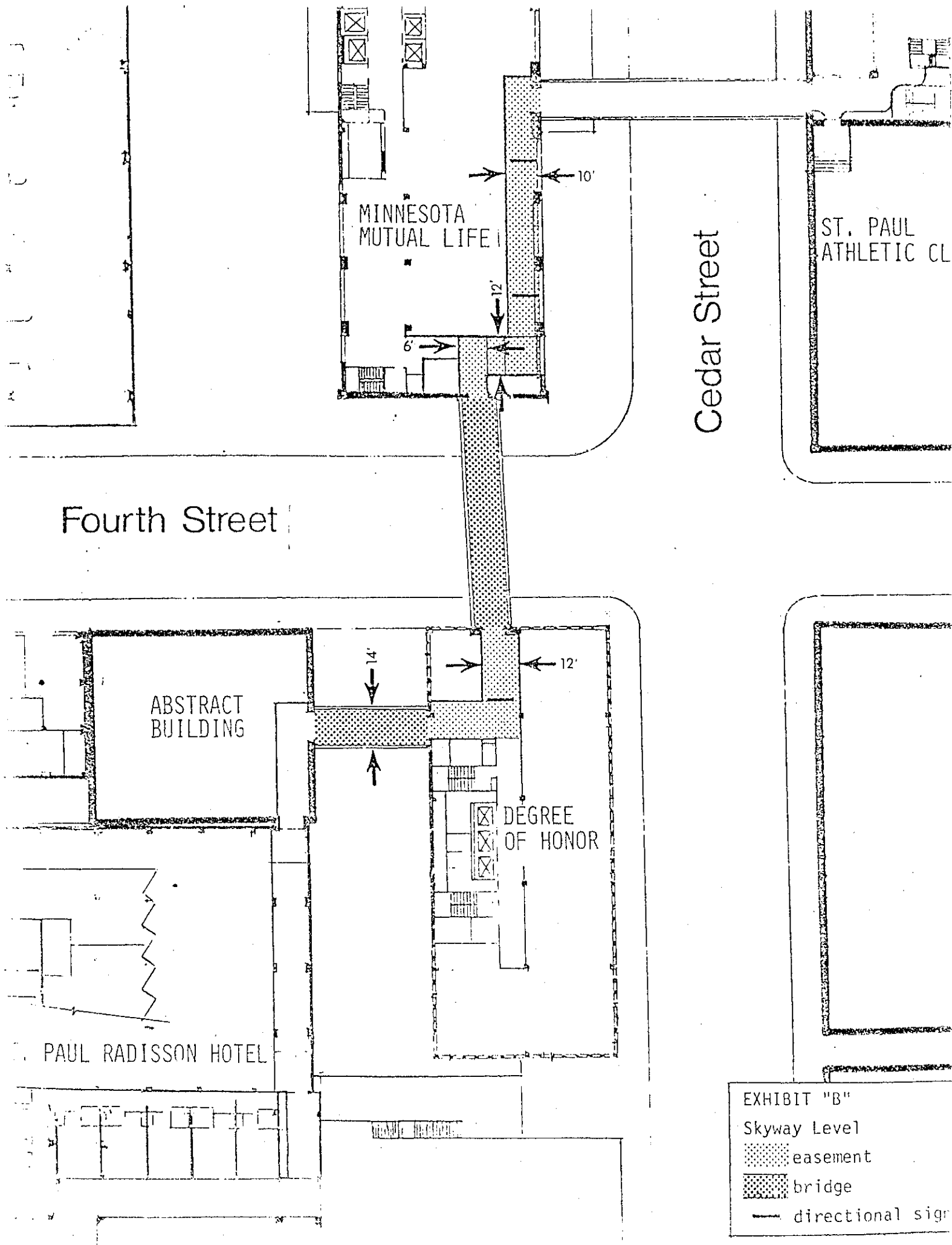





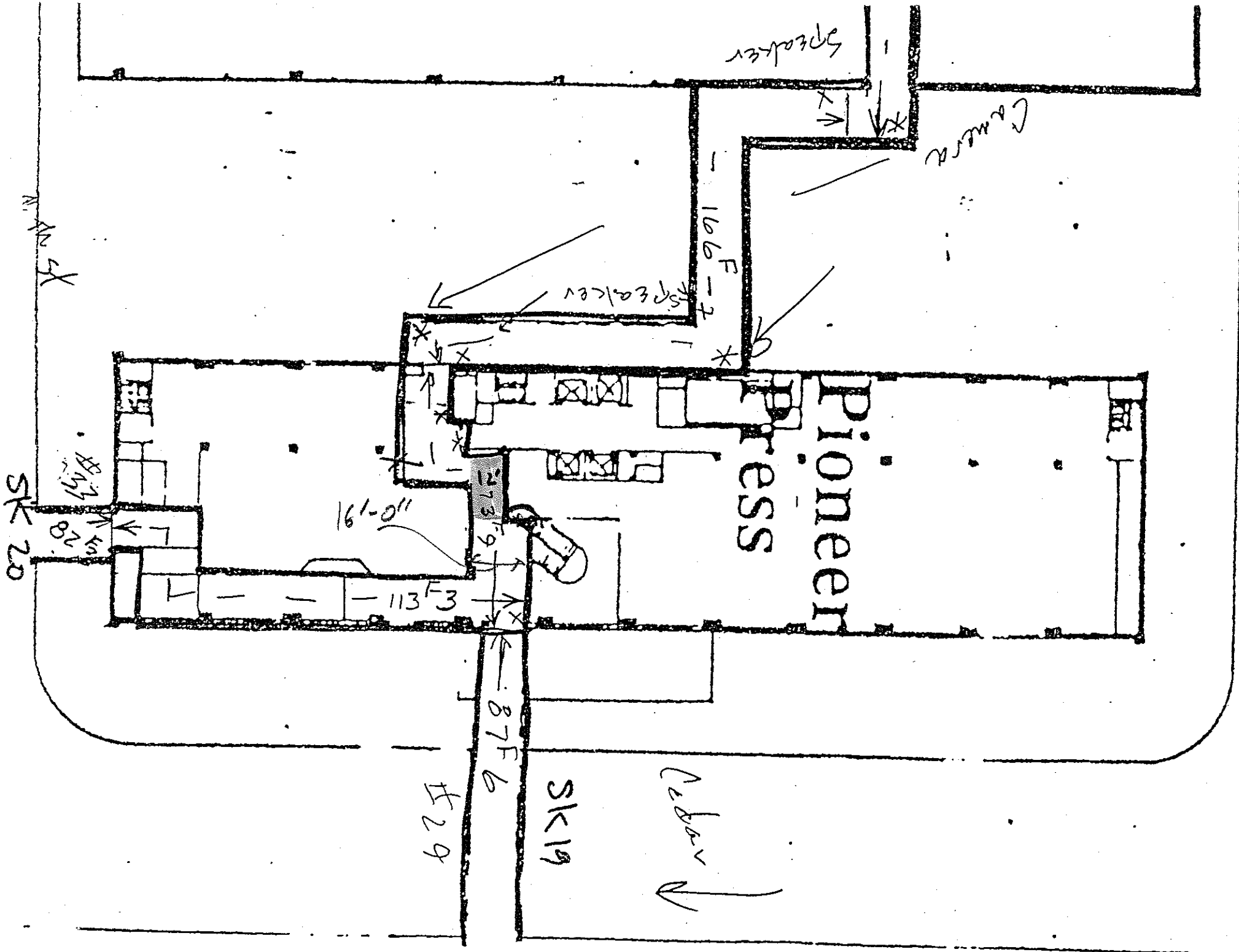
EXHIBIT "B"

Skyway Level

 easement

 bridge

 directional sign



Speaker

Camera

166F7

Speaker

Pioneer Press

161-011

113F3

87F6

SK 19

Lab

SK 29

Bldg

SK 20

N. AN EX

To \_\_\_\_\_  
Date 6/7 Time 3:30  AM  PM

**WHILE YOU WERE OUT**

M. Marilyn Johnson  
of St. V's

**Phone Numbers**

Office 578-8737

Voicemail \_\_\_\_\_

FAX Bathroom

FAX Repair

Mobile Glenn wall

URGENT no open - will be closed for 24 hr

- Telephoned
- Please call
- Returned your call
- Called to see you
- Wants to see you
- Will call again
- URGENT

**Message**

measure / out of the way  
can't do - plumb with wall  
6/5/96  
Miki Zapata - Director  
4 weeks w/ doc McDougall

 **GreenCycle**  
**RECYCLED PAPER** Operator Reorder #23-700

To \_\_\_\_\_ 1/4 112  
Date 6/3 Time 3:10  AM  PM

**WHILE YOU WERE OUT**

M. Marilyn Johnson  
of Plum-Cross CU Resident

**Phone Numbers**

Office 651-578-8737-102

Voicemail \_\_\_\_\_

FAX \_\_\_\_\_

Pager \_\_\_\_\_

Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

- Telephoned
- Please call
- Returned your call
- Called to see you
- Wants to see you
- Will call again
- URGENT

**Message**

Plum-Cross CU ATM in the  
Shrine  
Send you amount - OK w/  
Je McDougall  
cc: Helen

9 A.M.

Je McDougall  
Director  
Marilyn Johnson  
Miki Zapata

June 14

look at ATM  
placement  
options

SK 29  
#28

↑ abasha

Camera

Camera

6  
29

68' F

164' F

Telephones

Speaker

Pioneer Press

Cedar

166' F

Speaker

SK 19

Victory Ramp

73' 9"

87' 6"

12' 5"

113' 3"

11' 7"

#29

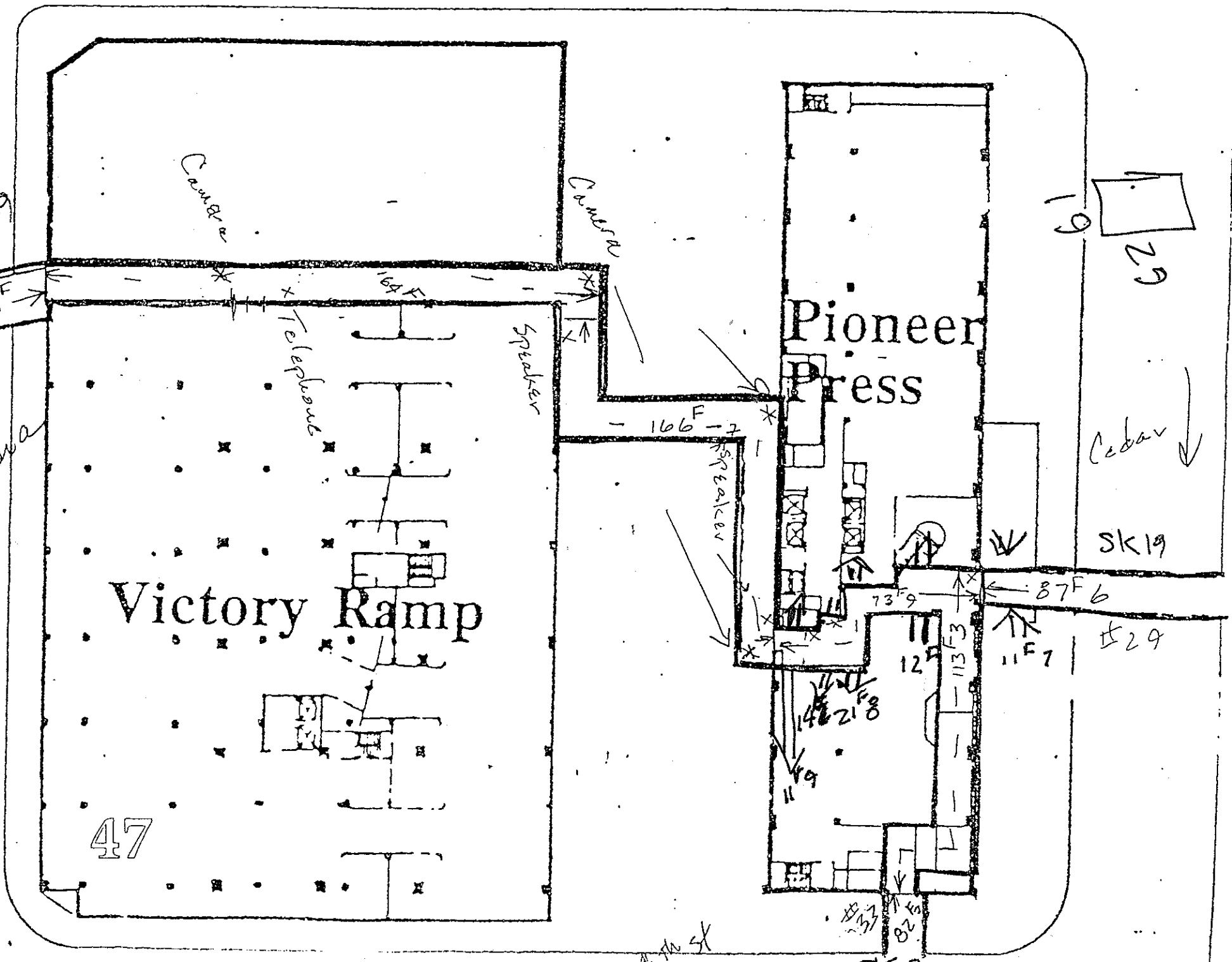
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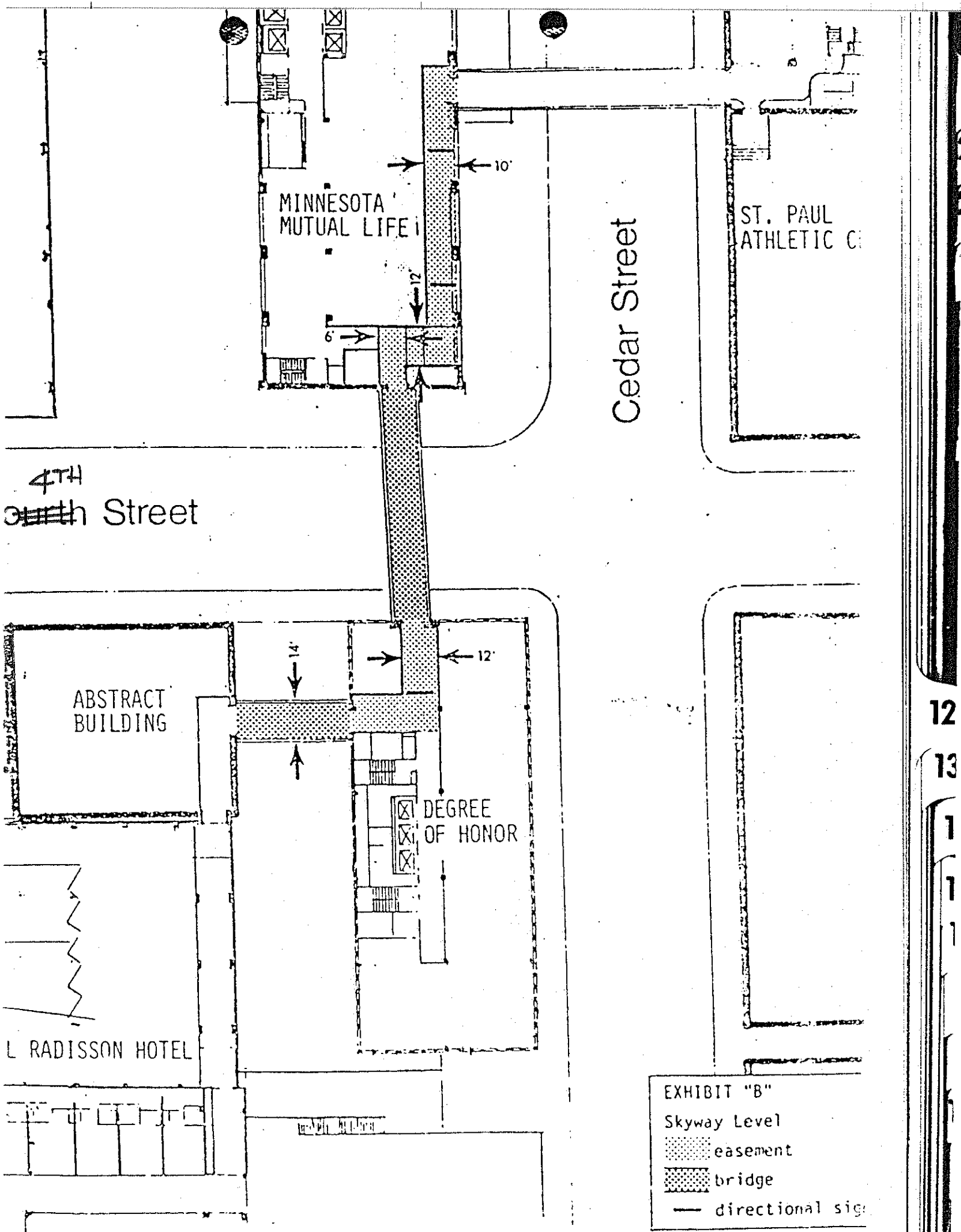
14' 2" 18"

11' 9"

SK 20

SK 20





12

13

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