

Fifth Street

ECONOMIC LABORATORIES

PIONEER PRESS
& DISPATCH

VICTORY RAMP

EXHIBIT "C"

- Skyway Level
- ▨ easement
- ▩ bridge
- directional sign

~~Sixth Street~~

Fourth St.

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 26th day
of July, 1985, by and between

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

NORTHWEST PUBLICATIONS, INC., a
Minnesota corporation, hereinafter
referred to as "Dispatch"; and

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

WITNESSETH:

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

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

WHEREAS, Dispatch owns and is rehabilitating the office
building known as the Pioneer Press and Dispatch Building and
has built a new garage (hereinafter collectively referred to as
the "PPD Building") located on that property more particularly
described in Exhibit A, attached hereto; and

WHEREAS, the First Trust Company of St. Paul, Sherman Winthrop
and Lillian O. Geller, Personal Representatives of the Estate of

Jack N. Geller, (hereinafter referred to as "Victory") own a parking ramp facility on that property more particularly described in Exhibit B, and attached hereto, which facility shall hereinafter be referred to as the "Ramp"; and

WHEREAS, the parties desire to construct a skyway bridge connecting the main building on the property described in Exhibit A to the ramp, including both a bridge and a pedestrian concourse supported by the new garage building built by Dispatch, and the entire portion of the skyway system located between the east wall of the Ramp and the west wall of the main building on the Dispatch property shall hereinafter be referred to as the "skyway bridge"; and

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

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

NOW, THEREFORE, IT IS HEREBY AGREED:

BRIDGE CONSTRUCTION

1. The Authority has designed and constructed a skyway bridge connecting the PPD Building with the Ramp in accordance with Authority and City-approved plans and specifications prepared for City by Hammel, Green and Abrahamson, which plans and specifications have been reviewed by Dispatch.

2. Authority has constructed all mechanical, electrical and drainage systems, installations and connections as shown in the approved plans and specifications to be part of the construction contract including the provision of necessary structural supports within the Ramp and PPD Building.

3. Said skyway bridge includes 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 skyway bridge have been tied into systems in the PPD Building. These systems are of sufficient capacity to serve the skyway bridge. All HVAC and lighting systems for the skyway bridge shall be separately metered.

4. Authority, through its contractors and agents, shall repair or replace all defects in labor and material in the skyway bridge concerning which Authority shall receive written notice prior to November 15, 1985. All warranties for labor and materials used in the skyway bridge, which warranties remain in effect after November 15, 1985, shall be assigned to Dispatch and Victory, without the Authority relinquishing its own rights under such warranties; and, if necessary, Authority will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. Authority 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. The Authority shall pay the total cost of the skyway bridge, which shall include construction costs, architectural, design and engineering fees, and other associated costs. Such total cost shall not include any costs for constructing, remodeling or reconstructing the Ramp.

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

6. Authority shall at its expense construct and be responsible for the pedestrian concourse within the PPD Building which will connect the skyway bridge with the existing pedestrian concourse within the PPD Building (which existing concourse leads to bridges over Cedar and Fourth Streets), such construction to be in accordance with this agreement and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980.

7. Authority shall purchase the typical skyway directional signs and at its own expense install such signs.

EASEMENTS AND HOURS

8. Dispatch agrees to grant to the City a public easement over and through the air rights in its property for the skyway

bridge between the Ramp and the PPD Building, and over and through the pedestrian concourse within its building in the form and containing the provisions attached hereto as Exhibit D, and shall grant to the public the right of use of said pedestrian skyway system through the PPD 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 such ordinance 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 PPD Building shall be open for public ingress, egress and transit from 6:00 a.m. to 1:30 a.m., Monday through Saturday. These hours are subject to the general legislative power of the City to prescribe the same or different system hours by ordinance. Such easements shall be in the locations shown in Exhibit C attached hereto.

9. The public easement through the PPD Building and over adjoining air rights shall be in accordance with Exhibit C herein, and shall commence at the westerly property line of the Dispatch property as described in Exhibit A over which the skyway bridge will be built to connect to the PPD Building, and shall extend in a generally easterly direction to and within the PPD Building as shown on Exhibit C, connecting with the existing pedestrian concourse in the PPD Building.

10. The public easement provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of the PPD Building is such that a width of 12 feet is impossible.

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

12. Dispatch agrees that the pedestrian concourse within the easement herein described shall be designated as a public easement and that ~~all~~ ordinances of the City applicable to the System shall govern.

13. The City and Authority 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 PPD Building or adjoining property by condemnation or under the threat of condemnation. Said waiver applies to the easement through the PPD Building property and to the air rights easement over its property permitting construction, operation, maintenance and public use of the skyway bridge.

OPERATION, MAINTENANCE AND REPAIR

14. Dispatch agrees to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway

bridge, sharing the cost and expense thereof equally with Victory, and shall keep and maintain the skyway bridge in repair and safe condition for pedestrian travel, reasonably clean and free of litter and debris. By a separate agreement with Victory dated OCT 28TH 1983, City has also obligated Victory to pay one-half of such costs. City shall keep this obligation in force during the entire term of this Agreement.

15. Dispatch further agrees to provide the necessary repair, operation and maintenance of the skyway bridge and its integral parts (including directional signs) sharing the expense thereof equally with Victory, without cost to the City or to the Authority. Such maintenance shall include, but not be limited to, glass, floor, hardward and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and cleaning of light fixtures and directional signs, if any. 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 supporting pillars and beams, and support structures within each building, which plans and specifications shall be subject to its reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval.

16. Dispatch and Victory 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. An executed copy of the maintenance agreement must be submitted to the City.

17. Dispatch hereby agrees to provide all repair and maintenance to maintain the pedestrian concourse (including directional signs) within the PPD Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. 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.

18. If Dispatch and Victory fail to adequately maintain, repair and operate the said skyway bridge to a reasonable standard of safety, or if Dispatch shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through the PPD Building, 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.

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

SURETY BONDS AND INSURANCE

20. Dispatch and Victory 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 existence, 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 Dispatch, Victory, their assigns and successors 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.

21. Insurance required by paragraph 24 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Dispatch and Victory and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Dispatch and Victory shall enter into as provided herein.

22. 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 Dispatch for the portions located within its building.

23. Dispatch and Victory shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge; and Dispatch shall furnish liability insurance for the portion of the pedestrian concourse and access facilities within the PPD Building, with a duly licensed insurance company, wherein the City and Authority shall be designated as additional insureds, said insurance containing a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 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

24. The location of directional signs that may be installed in the pedestrian concourses herein shall be as generally shown on Exhibit C. Authority shall purchase and pay for the typical skyway directional signs and install them. Installation of the 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.

25. In the event construction activities on the property over which the skyway bridge is constructed endanger the safety or health ~~of~~ persons using said bridge, Dispatch or City may temporarily close said bridge while such danger exists. Dispatch shall have the right to relocate the skyway bridge and the pedestrian concourse within its main building in connection with new construction upon, or changed use of, the property described in Exhibit A. In that case, the skyway bridge may be closed or pedestrian access interrupted by Dispatch for a reasonable amount of time necessary for such construction, not to exceed 24 months, during which period Dispatch shall not be obligated to provide a temporary alternate bridge and/or concourse. A new easement, if required, shall be granted in conformity with the terms and provisions of Exhibit D. If the bridge is replaced by an enclosed pedestrian concourse, said bridge shall be disconnected by Dispatch from the building systems and structural supports at both ends and made available at the site

at no expense to the Authority, for removal and relocation or re-use by the Authority at no expense to Dispatch; or if the Authority shall decline the option to remove said bridge, City may at its option remove it at no expense to Dispatch.

BINDING OBLIGATIONS

26. 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.

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, 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.

28. It is understood that this Agreement does not govern the relationships and agreements by and among Dispatch and Victory, themselves to each other, other than the requirements of paragraph 16., above.

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

30. 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.

31. Seven (7) days after the issuance of the written Notice of Final Inspection of the bridge by the City, and its furnishing to Dispatch, the obligations and duties contained in paragraphs 14, 15, 18, 19, 20 and 24, herein above, as to said skyway bridge, shall become operative.

32. Seven (7) days after substantial completion of the pedestrian concourses, the obligations and duties contained in paragraphs 8, 17, 18, 19 and 24, herein above, as to said pedestrian concourses, shall become operative.

33. 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: Northwest Publications, Inc.
Pioneer Press-Dispatch Building
345 Cedar Street
St. Paul, Minnesota 55101

c) To: Executive Director
Port Authority of the City of St. Paul
1300 City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

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

SAVINGS CLAUSE

34. 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, except insofar as this Agreement is in direct conflict and inconsistent with said General Policy Statement, in which case this Agreement shall supercede and be controlling.

Form Approved:

CITY OF SAINT PAUL

Philip B. Byrne 6-19-85
Assistant City Attorney

By George Latimer
Its Mayor

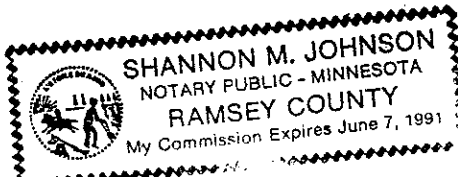
By James Bell
Its Director, Department of
Planning and Economic Development

By James Swan
Its Director, Department of
Finance and Management Services

By Albert B. Olson
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

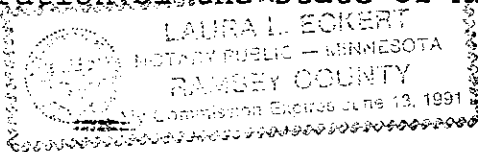
The foregoing instrument was acknowledged before me this 26th day of JULY, 1985, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Shannon M. Johnson

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 18 day of July, 1985, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

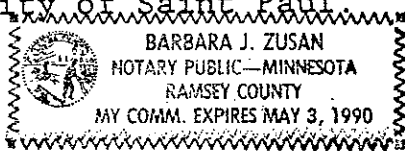


Laura L. Eckert

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

James Snyder, Acting

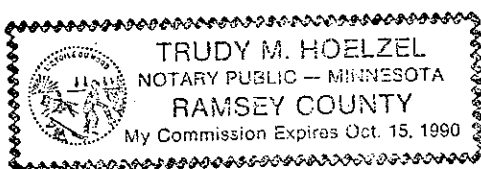
The foregoing instrument was acknowledged before me this 30th day of July, 1984, by ~~PETER G. HAMES~~, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Barbara J. Zusan

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 2nd day of August, 1985, by ALBERT B. OLSON, City Clerk of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Trudy M. Hoelzel

NORTHWEST PUBLICATIONS, INC.

By Thomas J. Carlin
Its President

By John T. Henry
Its Asst. Secretary

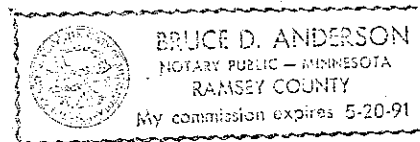
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this 21ST day of JUNE, 198~~8~~⁵, before me,

a Notary Public within and for said County, appeared
THOMAS L. CARLIN and JOHN T. HENRY,

to me personally known, who, being each by me duly sworn, did say
that they are respectively the PRESIDENT
and ASSISTANT SECRETARY of NORTHWEST PUBLICATIONS, INC., a
Minnesota corporation, that said instrument was signed by authority of
its directors, and said THOMAS L. CARLIN and
JOHN T. HENRY acknowledged said instrument
was the free act and deed of said corporation.

Bruce D. Anderson




PORT AUTHORITY OF THE CITY
OF SAINT PAUL

By Eugene Q. Kraut
Its Executive Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me, this
12th day of July, 1985, by Eugene Q. Kraut
of the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body corporate
and politic under the laws of Minnesota, on behalf of said
Authority.

 JEWEL M. OLSON
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
MY COMM. EXPIRES SEP. 18, 1990

Jewel M. Olson

EXHIBIT A
DISPATCH BUILDING

Block 20, City of Saint Paul (except the southwesterly 167.5 feet thereof and except the Southeasterly 10 feet to be reserved for widening of Fourth Street and except the northeasterly 10 feet to be reserved for widening of Cedar Street, and except triangles measuring 10 feet on each property line at the intersection of Cedar Street and Fourth Street and at the intersection of Cedar Street and Fifth Street after widening).

(See Doc. No. 746736; Nov. 1, 1983)

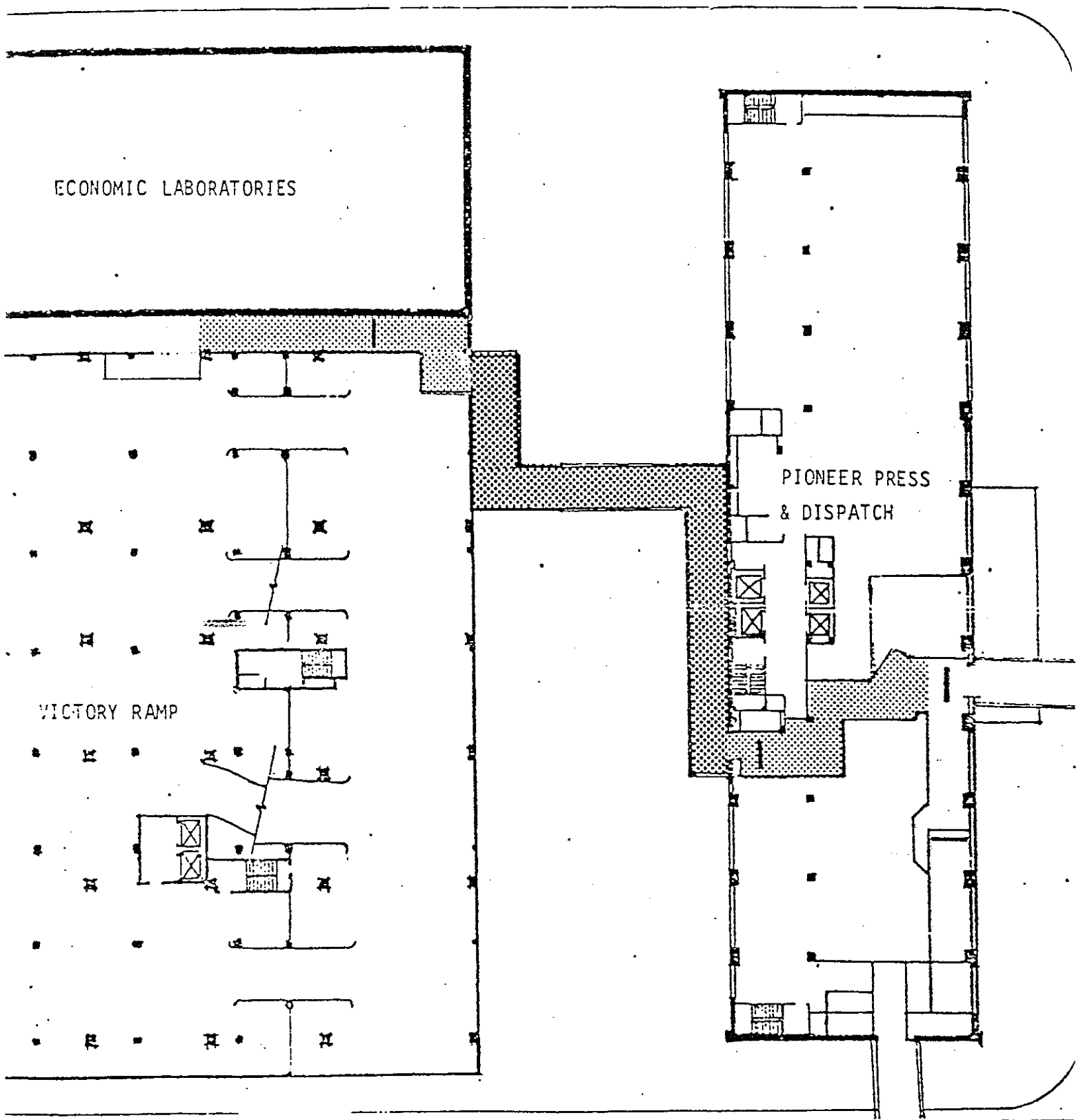
EXHIBIT B

VICTORY PARKING RAMP

The Southwesterly 167.5 feet of Block 20, City of Saint Paul, except the Northwesterly 150 feet of said Block 20, and except the Southeasterly 10 feet to be reserved for widening Fourth Street and except a triangle to measure 16 feet on each property line at the intersection of Wabasha Street and Fourth Street after widening.

(See Doc. No. 732138, Jan. 3, 1983)

Fifth Street



Sixth Street

EXHIBIT "C"

Skyway Level
 easement
 x x x x x bridge
 ————— directional sign

(SAMPLE)

GRANT OF EASEMENT

WHEREAS, NORTHWEST PUBLICATIONS, INC., a Minnesota corporation, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Skyway Agreement dated _____, 19____, by and between the City of Saint Paul and the Grantor herein, to grant to the City of Saint Paul a public easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, and necessary air rights, 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 and its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for public pedestrian transit in, through, and over that part of the Grantor's Property and the structures thereon, described as follows:

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

EXHIBIT D

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

The public's right herein to ingress and egress and pedestrian transit in and through the easement granted to the City herein shall be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement 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, concerning hours open for public use, or temporarily closing part(s) or all of the easement to the public, 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 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 said new easement shall be surveyed and described by a registered land surveyor at the expense of the Grantor. Lack of approval or disapproval of the request for a change of location of easement by Grantor within ninety (90) days following the date on which request for such change together with plans and specifications therefor are submitted to the City shall be deemed approval.

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building(s), in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided,

however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to Grantor, its successors or assigns.

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

Grantor reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying, and transferring the Property described above or any interest therein. In the event of transfer of the Grantor's interest in the property, the Grantor (seller) transferor 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 Grantor (seller) contained in the Agreement which are thereafter to be performed; provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this _____ day of _____, 19____.

NORTHWEST PUBLICATIONS, INC.

By _____
Its

By _____
Its

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____ of NORTHWEST PUBLICATIONS, INC., a Delaware corporation, and that said instrument was signed by authority of its directors, and said _____ and _____ acknowledged said instrument was the free act and deed of said corporation.
