

V-10-24

D-59,

465

ARTICLES OF INCORPORATION
OF
CITY WALK CONDOMINIUM ASSOCIATION

~~10-10-5~~

These Articles of Incorporation are signed and acknowledged by the undersigned incorporators for the purpose of forming a non-profit corporation under Minnesota statutes, Chapter 317, as follows:

ARTICLE I

The name of the corporation is CITY WALK CONDOMINIUM ASSOCIATION (hereinafter called "the Association").

2/1/73

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Minnesota Statutes, §515A.3-101 (a part of the Minnesota Uniform Condominium Act) to operate, manage, maintain and care for City Walk, a condominium, located in Ramsey County, Minnesota.

ARTICLE III

The Association shall not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The location of the Association's registered office shall be Saint Paul, Minnesota.

D.59, 466

ARTICLE VI

The names and addresses of the incorporators of the Association are:

Theodore G. Glasrud, Jr.	151 East County Road B-2 Saint Paul, Minnesota 55117
Stephen M. Holland	151 East County Road B-2 Saint Paul, Minnesota 55117
Steven J. La Berge	151 East County Road B-2 Saint Paul, Minnesota 55117

ARTICLE VII

The number of directors constituting the first Board of Directors shall be three. The names and addresses of such directors are:

Theodore G. Glasrud, Jr.	151 East County Road B-2 Saint Paul, Minnesota 55117
Stephen M. Holland	151 East County Road B-2 Saint Paul, Minnesota 55117
Steven J. La Berge	151 East County Road B-2 Saint Paul, Minnesota 55117

The tenure of office of the first directors is until the first meeting of members or until such earlier date as their successors may be elected.

ARTICLE VIII

Members of the Association shall have no personal liability for corporate obligations.

ARTICLE IX

The Association shall have no capital stock but shall have members. Members of the Association shall consist of such persons or entities as may be admitted pursuant to the Bylaws of the Association.

ARTICLE X

No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association in the performance of its association purposes. In general, the affairs of the Association shall be conducted in conformity with public policy applicable to non-profit corporations.


IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hands this 15th day of March, 1983.



THEODORE C. BLASKUD, JR.



STEPHEN M. HOLLAND



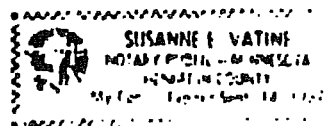
STEVEN J. LaBERGE

D-59, 868

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 15th day of March, 1983, before me, a Notary Public,
personally appeared THEODORE G. GLASRUUD, JR., STEPHEN M. HOLLAND,
and STEVEN J. La BERGE, to me known to be the persons described in
and who executed the foregoing Articles of Incorporation as their
free act and deed and for the uses and purposes therein expressed.

Susanne E. Vatine
Notary Public,
Hennepin County, Minnesota
My Commission Expires 09-14-87.



O.S9, 8639

112.6.
O.S9
864

112

GITTLEMAN

CONSTRUCTION MANAGEMENT SERVICES

GITTLEMAN MANAGEMENT CORPORATION • GITTLEMAN CONSTRUCTION CORPORATION

October 3, 1996

Mr. Bob Garaghty
Ms. Cheryl Furrer
Ms. Betty Herbert
Ms. Barb McLean
Ms. Rebecca Kuruvilla
City Walk Condominiums
66 East Ninth Street
St. Paul, MN 55101

Dear Directors:

Enclosed herewith please find a letter from David Eide of Frommelt & Eide, LTD. regarding the City Walk Condominium Association Skyway.

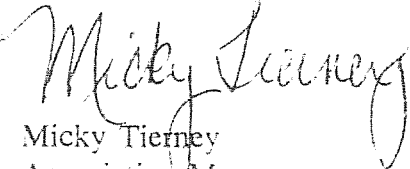
Hopefully we will receive a proof of the revised Vertical Easement Agreement and Skyway Maintenance Agreement from St. Paul Companies sometime soon.

At that time we will arrange a meeting with St. Paul Companies and Koll Management/Townsquare to finalize responsibility for skyway maintenance.

If you have any questions please do not hesitate to call me.

Yours very truly,

GITTLEMAN MANAGEMENT CORPORATION



Micky Tierney
Association Manager

Enclosure

FROMMELT & EIDE, LTD.

ATTORNEYS AT LAW
580 INTERNATIONAL CENTRE
900 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55402

ROGER H. FROMMELT
DAVID B. EIDE
JOHN R. DORGAN
RANDY J. SPARLING*
JAMES W. RUDE
FREDRICK R. KRIETZMAN
DOUGLAS M. RAMLER**

TELEPHONE
(612) 332-2200
FAX
(612) 342-2761

September 13, 1996

*ALSO ADMITTED IN WISCONSIN
**ALSO ADMITTED IN CALIFORNIA

Board of Directors
City Walk Condominium Association
c/o The Gittleman Corporation
7900 Xerxes Ave. S., Ste. 1920
Bloomington, MN 55426

**VIA FACSIMILE
AND U.S. MAIL**

Re: City Walk Condominium Association
Skyway Maintenance Matter
Our File No.: 91-057-01

Ladies and Gentlemen:

It has been requested by Mike Cleary, on behalf of the Board of Directors, that I advise the Board as to the obligations of the owners of the parking ramp to contribute to the maintenance, repair and replacement of the skyway between City Walk Condominium and Town Square.

BACKGROUND

In connection with this matter, I have reviewed copies of the city council resolutions approving the skyway and related financing; the St. Paul city ordinance governing the skyway construction; the Skyway Agreement between the St. Paul HRA, the original developer and the St. Paul Port Authority; the original certificates of title governing the affected properties; and certain related memoranda and court orders dealing with the title to the affected properties. In addition, I have discussed the legal obligations of the owner of the parking ramp with representatives of Town Square and the parking ramp in the course of previous negotiations concerning the skyway maintenance obligations.

DISCUSSION AND OPINIONS

Based upon the foregoing documents and discussions, my opinions and conclusions are as follows:

1. The Skyway Agreement, dated June 6, 1982, and recorded as Document No. 279395, provides, at Section 19, that the owner of Town Square and the City Walk Condominium property " . . . 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." Other sections of the Skyway Agreement require that the foregoing parties, and their grantees (successors in title), provide the maintenance and repair for the skyway.

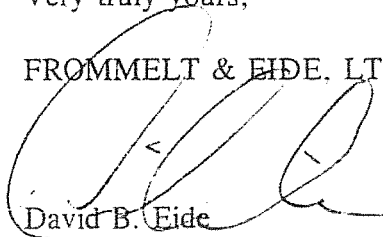
2. Unfortunately, it appears that the owner of the parking ramp parcel (which is defined as that part of the City Walk property above a certain elevation) is not a successor in title to the developer and is not referred to specifically in the Skyway Agreement or related documentation. Accordingly, connecting the owner of the parking ramp to the maintenance obligations appears tenuous at best, and would probably require a legal action in order to enforce any such connection. A legal action would cost a substantial amount, would not have a good probability of success and would alienate the owner of the parking ramp.

3. Under the circumstances, there does not appear to be a strong legal or practical way to compel the parking ramp owner to contribute to the skyway maintenance, although it would seem that there should be some moral obligation because the ramp and its patrons benefit from the skyway. On the other hand, there is a clear obligation under the Skyway Agreement requiring the owner of the Town Square property to contribute to the skyway maintenance. It is my understanding that the Town Square owner has verbally agreed to provide 50% of the cost of maintenance, repair and replacement of the skyway. A comprehensive agreement covering this and related issues should be entered into with the Town Square owner, as required by the Skyway Agreement.

If there are questions concerning the foregoing matters, or if there are additional facts of which I have not been advised, please contact me. The opinions and conclusions set forth in this letter are based upon and limited to the facts presented.

Very truly yours,

FROMMELT & EIDE, LTD.



David B. Eide

DBE/rm

DOHERTY
RUMBLE
& BUTLER
PROFESSIONAL ASSOCIATION

2800 Minnesota World Trade Center
30 East Seventh Street
Saint Paul, Minnesota 55101-4900
Telephone (612) 291-9333
FAX (612) 291-9313

3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, Minnesota 55402-4255
Telephone (612) 340-5555
FAX (612) 340-5584

Attorneys at Law

Writer's direct dial number:

(612) 291-9437

Reply to Saint Paul office

May 31, 1994

Ms. Mary Ankiewicz
The Travelers Realty Investment Company
2215 York Road, Suite 504
Oak Brook, IL 60521-9870

Re: Town Square/City Walk Skyway Agreement

Dear Mary:

Enclosed are the revised execution copies of the Agreement that amends the City Walk Skyway Agreement as you requested. In particular, paragraph 5 was revised to remove PSI and the Ramp as additional insureds, and the indemnification provision in paragraph 6 was revised to delete Travelers.

Please have all five originals executed and forwarded to Mr. Douglas Hoskin for signature. His address is:

Mr. Douglas G. Hoskin
Parking Services, Inc.
Norwest Center
Suite 1340
55 East Fifth Street
St. Paul, MN 55101

If you have any questions or comments regarding this amendment, please call me.

Sincerely,



Dean L. Bussey

DLB:jeg:144939

Enc.

cc: Mr. Andre Sundgaard
~~Mr. David B. Eide~~
Ms. Carolyn M. McCann

733132

2160008

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

I,.....Albert B. Olson,.....City Clerk
of the City of St. Paul, Minnesota, do hereby certify that
I have compared the attached copy of Council File No. 272395.....
and its attachments, as adopted by the City Council on
.....October 21,.....19..82.
and approved by the Mayor.....October 25.....19..82.....
with the original thereof on file in my office.

I further certify that said copy is a true and correct copy
of said originals on file in my office.

WITNESS my hand and the seal of the City of Saint Paul,
Minnesota this..27th.....day of..October.....19.82..


.....
City Clerk.



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City Attny/PBB

CITY OF SAINT PAUL

Council File NO. 279395

Council Resolution

Presented By

Referred To

Committee

Date

Out of Committee By

Date

2160008

BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain Pedestrian Concourse Agreement, dated June 6, 1982, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota; the City of Saint Paul; Ted Glasrud Associates, Inc.; TGA, Inc.; the Port Authority of the City of St. Paul; and Oxford Development Minnesota, Inc., attached hereto, which Agreement contains covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 5, 6, 7, 8, 10, 11 and 12, Block 20, Roberts and Randalls Addition to Saint Paul, except the easterly 2.0 feet of Lot 12 for street purposes, and the northerly one-half of vacated East Seventh Place accruing to Lots 7, 8, 10, 11 and 12, except the easterly 2.0 feet thereof; and

Lots 1, 2, 3, 4 and 9, Block 20, Roberts and Randalls Addition to Saint Paul, except the easterly 2.0 feet of Lot 1 for street purposes, and the northerly one-half of vacated East Seventh Place accruing to Lot 9; and

Lot 1; that part of Lot 2 lying easterly of the westerly line of Lot 6 prolonged to the northerly line of said Lot 2; and Lots 6, 7 and 8, except the southerly 26 feet thereof; all in Block 13, Roberts and Randalls Addition to Saint Paul;

and

COUNCILMEN

Yeas

Nays

Fletcher
Levine
Macenz
Meeuw
Schell
Tedesco
Wilson

In Favor

Against

Adopted by Council

Date

Certified Passed by Council Secretary

By

Approved by Mayor

Date

By

Requested by Department of:

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

733132



CITY OF SAINT PAUL

Council
File NO.

279395

Council Resolution

Presented By

Victor J. F. [Signature]

Referred To

Committee:

Date

Out of Committee By

Date

2160008

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

COUNCILMEN

Yeas

Fletcher
Levine
Mason
Meyer
Schubel
Tedesco
Wilson

Nays

5 In Favor
0 Against

Adopted by Council.

Date OCT 21 1982

Certified by Council Secretary

By

Approved by Mayor

Date

OCT 25 1982

By

Requested by Department of:

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

733132

733132

CITY OF SAINT PAUL

File NO. 733132

Sealed By

[Signature] Ordinance

Ordinance NO. 16656

Referred To

Committee:

Date

Out of Committee By

Date

2160008

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND/OR ITS SUCCESSORS IN INTEREST, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE AN OVERHEAD PEDESTRIAN PASSAGEWAY ACROSS EAST EIGHTH STREET BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND CEDAR STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE TOWN SQUARE ON THE SOUTH SIDE OF EAST EIGHTH STREET TO THE NEW PUBLIC PARKING RAMP ON THE NORTH SIDE OF EAST EIGHTH STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority are hereby 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 an overhead pedestrian passageway across East Eighth Street between the intersection therewith of Minnesota Street and Cedar Street. Said overhead pedestrian passageway to be extended from Town Square on the south side of East Eighth Street to the new public parking ramp on the north side of East Eighth Street.

Section 2.

That the Director of the Department of Public Works is hereby authorized to issue the 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 passageway according to 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:

COUNCILMEN

Nays

In Favor

Against

Adopted by Council:

Date

Adopted Passed by Council Secretary

Approved by Mayor:

Date

Requested by Department of:

By

Form Approved by City Attorney

EXHIBIT A

By

Approved by Mayor for Submission to Council

By

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- a. That 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 St. 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 undertaking. Said costs are estimated to be a sum of One Thousand Dollars (\$1,000.00) and shall be accounted for under a separate Department of Public Works project number;
- d. That said permittee shall furnish the Department of Public Works all documents of record for said overhead pedestrian passageway that are a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;
- e. That said permittee shall construct said overhead pedestrian passageway to the satisfaction of the Director of the Department of Public Works in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works. 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 said 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

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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, insuring 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, 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; that such minimums shall be subject to increase by action of the City Council in the event statutory municipal liability limits are altered in any way hereafter;

- g. That said permittee shall not proceed with construction unless and until said permittee shall have fully complied with the provisions regarding Insurance and Indemnification contained in the City of Saint Paul, Department of Public Works "Standard Supplemental Specifications For Highway Construction" dated July 10, 1979, Section No. 1305.2. 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 the same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul, "Standard Supplemental Specifications For Highway Construction" dated July 10, 1979 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 said overhead pedestrian passageway and in a manner so that the flowing and/or spilling of same on any part of East Eighth Street shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate said 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 said bridge to maintain temperatures comparable to that normally maintained within

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heated and air-conditioned office spaces, except as may be altered by energy conservation guidelines;

- i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all the supports of said overhead pedestrian passageway entirely within the lines of the subject private real estate and entirely without public street right-of-way;
- j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of said overhead pedestrian passageway shall make necessary the closing of East Eighth Street 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 said overhead pedestrian passageway for any 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 said overhead pedestrian passageway hereunder, provide a minimum vertical clearance of at least 17 feet 4 inches between and throughout the course of the bottom of said structure and the surface of East Eighth Street 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 said 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 City Bridge Engineer of the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection of said overhead pedestrian passageway;

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- p. That said overhead pedestrian passageway 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 a period of twenty (20) 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 said pedestrian passageway the permittee, 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, the applicable building/property owners shall assume such obligations including responsibility for paying insurance premiums of said overhead pedestrian passageway connecting their buildings and responsibility for providing the maintenance, repair and operation of the same; *
- s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to its 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 One Hundred Thousand Dollars (\$100,000.00) for said overhead pedestrian passageway (bridge), 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, operate 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, operation, repair or removal thereof and may recover its reasonable cost incurred thereby from said Surety, which Surety Bond shall remain in full force.
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DEPARTMENT
OF

CITY OF SAINT PAUL

File NO. 44-160**Ordinance**Ordinance NO. 14656

ed By _____

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

and effect as long as said overhead pedestrian passageway or any part thereof remains in East Eighth Street as shown on the plans on file with the Department of Public Works. The 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 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 said 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 the successors in interest to the permittee in each instance shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. 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 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.

COUNCILMEN

MAHON Nays

~~Barker~~

Hozza

Hunt

Levine

Maddox

~~Shaw~~

Tadico

by Council:

Date MAY 1 1980

Passed by Council Secretary

by Mayor: Date MAY 5 1980

by Mayor: Date

PUBLISHED MAY 10 1980

Requested by Department of:

Public Works

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

9

Ninth Street

Cedar Street

Eighth Street

Minnesota Street

CITY WALK CONDOMINIUM AND RAMP

MINNESOTA PUBLIC RADIO

EXHIBIT "B"
Skyway Level
bridge
estament
reserved for
future estament
directional sig

3/16/008

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MINNESOTA PUBLIC RADIO

CITY WALK CONDOMINIUM AND RAMP

2160008 Eighth Street

DONALDSONS

TOWN SQUARE PARK

EXHIBIT "B"

Skyway Level
- easement
- bridge
- directional sign

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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 the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not be unreasonably withheld, and, on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of the Grantor. 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

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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 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____.

OXFORD DEVELOPMENT MINNESOTA, INC.

By _____
Its

By _____
Its

733132

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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 OXFORD DEVELOPMENT MINNESOTA, INC.,
a Minnesota corporation, 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.

Allied Central Stores, Inc., a Missouri corporation, hereby
consents to the above Grant of Easement by Oxford Development
Minnesota, Inc., to the City of Saint Paul.

By _____
Its _____

By _____
Its _____

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STATE OF)
COUNTY OF) SS.

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 my duly sworn, did
say that they are respectively the _____ and
_____ of ALLIED CENTRAL STORES, INC., a
Missouri corporation, that said consent was signed by authority
of its directors, and said _____ and
_____ acknowledged said consent was the
free act and deed of said corporation.

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CITY HALL/TOWN SQUARE
6-7-82

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SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of
June, 1982, by and between

the HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA, a
Minnesota public body corporate and
politic, hereafter referred to as the
"HRA";

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

TED GLASRUD ASSOCIATES, INC., a Minnesota
corporation, hereafter referred to as
"Glasrud";

TGA, INC., a Minnesota corporation, here-
after referred to as "TGA";

the PORT AUTHORITY OF THE CITY OF SAINT
PAUL, a public corporation organized
and existing under Chapter 458, Minnesota
Statutes, hereafter referred to as the
"Authority"; and

OXFORD DEVELOPMENT MINNESOTA, INC., a
Minnesota corporation, hereafter referred
to as "Oxford".

WITNESSETH:

WHEREAS, the City and the HRA, through the Downtown Urban
Renewal Project, Minn. R-20, and the Central Core Urban Renewal
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, HRA, City, Authority, Glasrud and TGA have severally
entered into various agreements and commitments, including that
Contract For Sale Of Land between City, HRA and Glasrud dated.

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December 30, 1980, for the construction of a public parking facility (hereafter, "Ramp Project") and some 236 condominium units with additional parking spaces (hereafter, "Housing Project") to be constructed in the air space over the Ramp Project, located on the easterly half of that block bounded by Eighth, Ninth, Minnesota and Cedar Streets (all of said Improvements collectively referred to hereafter as "City Walk"); and

WHEREAS, Authority is the owner of the real property on which such City Walk Improvements are to be constructed; and

WHEREAS, Oxford has constructed and owns the Improvements (hereafter, "Town Square") located on Block 27, that block bounded by Eighth, Minnesota and Cedar Streets and vacated East Seventh Place, which Improvements are subject to certain requirements concerning extension of the pedestrian concourse system through Town Square to a bridge crossing Eighth Street in that Contract For Sale Of Land dated August 26, 1977; and

WHEREAS, because Oxford has leased to Allied Central Stores, Inc. (hereafter, "Allied") that part of Town Square to which said skyway bridge will be linked and through which the connecting concourse between said skyway bridge and Town Square will pass, it will be necessary for Oxford to obtain Allied's consent to this Agreement; and

WHEREAS, the parties desire to construct a skyway bridge over Eighth Street and accompanying systems and access facilities to connect Town Square with City Walk; and

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

WHEREAS, the City by Ordinance No. 16656, Council File No. 274728, granted the HRA permission to construct and operate a skyway bridge across Eighth Street between Minnesota Street and Cedar Street, which Ordinance is attached hereto as Exhibit A.

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BRIDGE CONSTRUCTION

1. The HRA agrees to design and construct a skyway bridge, connecting Town Square with City Walk in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, for Bridge No. 95369 (Mn Dot), dated December 15, 1981, and reviewed by Oxford and Glasrud. HRA will construct all mechanical, electrical and drainage systems, installations and connections as shown in the approved plans and specifications to be part of the HRA construction contract.
2. Oxford and TGA shall be responsible for and provide at their own cost all necessary support structures within Town Square and City Walk respectively for accommodation of the bridge. TGA shall also provide necessary support structures within City Walk for future bridges to the north and to the east according to HRA and City specifications.
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 City Walk, which City Walk systems shall be of sufficient capacity to serve the bridge. Pursuant to the bridge construction contract, the bridge mechanical, electrical and roof drainage lines shall be capped a minimum of two feet inside the City Walk building line, and the connections of these lines to the City Walk systems shall then be connected by TGA.

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4. 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 following approved contract 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) or others arising from faulty design or construction of the skyway bridge. HRA 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. Glasrud shall pay \$100,000 or one-fourth, whichever is less, of the total cost of said skyway bridge which shall include all construction costs, architectural, design and engineering fees, and other associated costs. Such one-fourth share of the bridge costs shall not include nor be reduced by any costs for any concourse corridors, vertical access facilities, or building structural supports.

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6. HRA shall pay the remainder of the total cost of the skyway bridge, which shall include all construction costs, architectural, design and engineering fees, and other associated costs. Such total cost shall not include any costs for constructing, remodeling or reconstructing Town Square or City Walk for concourse corridors or any vertical access facilities at bridge ends, nor any costs for the provision of structural support within Town Square and City Walk, all of which non-included costs shall be borne by Oxford and Glasrud respectively, subject to such other agreements as they may enter into from time to time with other parties.

7. Glasrud shall reimburse HRA for its share of said bridge costs within 20 days after presentation to it of invoices by HRA.

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

8. Oxford agrees at its expense to be responsible for a pedestrian concourse area at the second level of Town Square in accordance with this Agreement, the Contract dated August 26, 1977, and all applicable conditions of the General Policy Statement - Pedestrian Concourse System, as revised August, 1972. The location and physical dimensions of such pedestrian concourse area shall be as described and shown on Exhibit B attached hereto.

x ^{9/17/78 Authority} ~~Glasrud~~ shall at its expense provide and be responsible for vertical access facilities and pedestrian concourse areas at the first and second (or skyway bridge) levels of City Walk in accordance with this Agreement, the Contract dated December 30,

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1980, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980.

10. Glasrud and TGA agree to construct and enclose a pedestrian concourse connection from the public lobby of the parking ramp to the condominium lobby at the second level. HRA shall reimburse Glasrud for such costs of construction. Glasrud shall provide heat, lighting and air conditioning, and pay all ~~other expenses~~ operating, maintenance and repair costs for such concourse connection. The location and physical dimensions of vertical access facilities and pedestrian concourse areas shall be as described and shown on Exhibit B attached hereto.

EASEMENTS AND HOURS

11. Oxford and Authority hereby agree to grant to the City a public easement for the pedestrian skyway system in Town Square and City Walk respectively, from the floor to the finished ceiling as constructed from time to time, all in accordance with Exhibit B attached hereto. Said easements to be granted by Oxford and Authority shall be in the form attached hereto as Exhibit C and shall grant to the public the right of use of said pedestrian skyway system through Town Square and City Walk respectively for purposes of pedestrian ingress, egress and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse 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 Town Square and City Walk shall be open for public ingress, egress and transit for the hours during which Donaldsons Store, located in, Town Square, is open for business. These pedestrian concourse hours are subject to further agreement and amendment by the parties hereto. Any change in hours as to that portion of the concourse within the Donaldsons Store is subject to the consent of Allied Central Stores, Inc.

12. The public easement provided for herein shall be continuously at least 8 feet in width, except at nodes, if any, where it may be larger; or where stairways, presently existing Donaldson's store trade fixtures, or the structural design of the building are such that a width of 8 feet is impossible. ~~Such easement shall include~~ portions on both first and second levels of City Walk including the stairs, elevators and such other vertical access areas as shown, and the second level in Town Square.

13. Said easement shall be in recordable form and more particularly described, at HRA expense, after survey of the completed pedestrian concourse public easement area by a registered land surveyor. Oxford shall convey and deliver its Grant of Easement to City upon completion and delivery to it of the survey. Authority shall convey and deliver its Grant of Easement to City for those portions of the pedestrian concourse in City Walk immediately adjacent to the northerly end of the skyway bridge over Eighth Street and leading to the elevators and stairs to the street level, including said vertical access, after completion and delivery to it of the survey therefor. Upon construction of a new skyway bridge extending in a northerly direction from the northerly side of City Walk, Authority shall convey and deliver its Grant of Easement to City for those portions of the pedestrian concourse extending through City Walk to the north as shown on Exhibit B after completion and delivery to it of the survey therefor. Upon request by the City, and after completion and delivery to Authority of the survey therefor, Authority shall convey and deliver its Grant of Easement to City for those portions of the pedestrian concourse extending in an easterly direction from the northerly end of the skyway bridge over Eighth Street as shown on Exhibit B.

14. Oxford and Authority agree that the pedestrian concourse

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within the easement herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the City applicable to the System shall govern. ✓

15. The HRA and City hereby waive any right they may have to share in an award of damages in the event a public body acquires all or any part of the aforesaid Town Square or City Walk property by condemnation or under the threat of condemnation. Said waiver applies to the easement through the property but not to the skyway bridge.

16. 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 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

17. ~~Oxford and Glasrud~~ 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 good repair and in safe condition for pedestrian travel, reasonably clean and free of litter and debris. Oxford and Glasrud may contract with third parties for the execution of the foregoing obligations but shall remain primarily responsible to carry them out.

18. Oxford and Glasrud 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 or HRA. Such maintenance shall include, but not be limited to, glass,

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floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture and directional sign cleaning. HRA and City shall be furnished 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 14 days shall be deemed approval.

19. Oxford and Glasrud shall enter into a ~~separate~~ written agreement for sharing the maintenance, operation and repair costs and responsibilities ~~for said skyway bridges~~ its integral parts and related equipment. It is agreed that Glasrud will provide, at no cost to Oxford, HRA or City, all initial necessary systems and equipment to supply and connect all HVAC, electrical and operating utilities for said skyway bridge. Oxford and Glasrud may contract with third parties for the execution of the foregoing obligations but shall remain primarily responsible to carry them out. ✓

20. ~~Oxford hereby agrees to provide all repairs and maintenance~~ to maintain the pedestrian concourse within Town Square property to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. Glasrud hereby agrees to provide all repairs and maintenance and to maintain all portions of the pedestrian concourse within the City Walk as shown on Exhibit B to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse, except that portion which may extend in an easterly direction to a future bridge over Minnesota Street.

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HRA and City shall be furnished with both preliminary and final plans and specifications for all substantial additions, alterations or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein, which approval or disapproval shall not be unreasonably withheld and shall depend on whether the completed work on the concourse would be unreasonably likely to interfere with or diminish the use of said concourse by the public. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 14 days shall be deemed approval. Oxford and Glasrud may contract with third parties for the execution of the foregoing obligations but shall remain primarily responsible to carry them out.

21. ~~If Oxford and/or Glasrud 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.

22. No advertising, sales, commercial activities, or signage of any kind shall be carried on or located on or in the skyway bridge and pedestrian concourses which are the subject of this Agreement. No store or store front signage shall project out into the easement area except as subject to the reasonable approval of HRA and/or City before installation; provided that the City has heretofore approved the presently existing Donaldson's store signage and recognizes such approvals as binding. Nothing herein contained shall prevent the installation and maintenance of skyway directional sign(s). All signage shall be subject to review and approval by the City prior to sign construction and installation.

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SURETY BONDS AND INSURANCE

23. ~~Oxford and Glasrud 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,
conditioned that said property owners shall indemnify and hold
harmless the City in accordance with said Ordinance against all
expenses and liability on account of all costs, suits and judgments
arising out of or connected with the maintenance, operation, repair
and/or removal of the skyway bridge, its integral parts and related
equipment, and, further conditioned upon the property owners com-
plying 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 Depart-
ment of Finance and Management Services for the City. The WRA
shall procure from the general contractor and provide to the
parties 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 construction contract.
The City shall not cancel or approve cancellation of such insurance

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until coverage is required to be provided by Oxford and Glasrud pursuant to paragraph 26 below.

24. Insurance required by paragraph 26 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Oxford and Glasrud and shall be shared in accordance with the separate agreement for the sharing of operation, maintenance and repair costs that Oxford and Glasrud shall enter into as provided herein.

25. Insurance required hereunder for hazard and liability for the areas designated as easements for the pedestrian concourse shall be a maintenance cost to be assumed by Oxford for the portions located within its building, and by Glasrud for the portions located within City Walk.

26. Oxford and Glasrud shall cause there to be furnished and maintained public liability and casualty insurance coverage for the skyway bridge; and Oxford and Glasrud shall cause there to be furnished and maintained liability insurance for the portion of the pedestrian concourse within Town Square and City Walk respectively with a duly licensed insurance company, wherein the City and HRA 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

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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 reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

27. The location of directional or other similar signs that may be installed in the pedestrian concourse herein shall be shown on Exhibit B. HRA shall purchase or provide the initial directional skyway signs. The cost of installing, including electrical connections, mounting hardware (pendants, or ceiling channel, and support above ceiling), operating, maintaining and repairing the directional signs herein, shall be borne by Glasrud for City Walk and Oxford for Town Square; provided, however, that HRA shall install and bear the expense of the first installation in Town Square. If the location of the pedestrian concourse public easement is changed, the said signs shall be removed accordingly, and the cost of moving and re-installing signs to a new easement area shall be borne by the respective parties on whose property such signs are located. If a change in the sign face is required for any reason, this shall be done at the property owner's expense and consistent with the graphic design standards established for system signs.

BINDING OBLIGATIONS

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28. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16656, as adopted by the Council of the City of Saint Paul, and all its terms and conditions are incorporated herein by reference. All parties hereto, other than Authority, HRA and City, are considered to be permittee's successors under the terms of said Ordinance, except with respect to those obligations of the permittee which relate to initial construction of said bridge.

29. 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, and shall obtain all necessary licenses and permits.

30. 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. *

31. It is understood that this Agreement does not govern the relationships and agreements by and among Oxford and Glasrud, themselves to each other, other than the requirements of paragraph 19. above. It is further understood that the Authority consents to the construction, operation, maintenance and repair of the pedestrian concourse area within the public parking ramp by Glasrud or Glasrud's successors and assigns, but does not obligate itself under this Skyway Agreement except as provided in paragraphs 11, 12, 13 and 14;

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provided, however, that the Authority's successors and assigns (not including City, HRA or TGA, Inc.) shall be responsible for and assume the agreements and obligations of the Authority in paragraphs 11, 12, 13 and 14, and shall be responsible for and assume the agreements and obligations of Glasrud in paragraphs 17 through 33 and 36 in the event Glasrud or Glasrud's successors and assigns fail to perform said agreements and obligations or such successors and assigns are held by a court of competent jurisdiction not to be liable or responsible for said agreements and obligations. The Authority undertakes and agrees that it will obligate its successors and assigns by appropriate contractual provisions in any transfer of its interest in City Walk or the public parking ramp therein to perform the agreements and obligations mentioned above as therein required.

32. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein, and shall not be considered merged therein. Glasrud expressly agrees that the skyway bridge and pedestrian concourse areas provided for in this Agreement benefit those Improvements which are part of City Walk which are to be constructed in air rights owned by Glasrud, and that the obligations herein regarding such bridge and concourse areas touch and concern such air rights Improvements. Glasrud further expressly agrees, for itself and its successors to and assigns of any interest in City Walk, or the air rights or Improvements thereon, that its agreement and obligations under paragraphs 9, 10, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 36 of this Skyway Agreement

are covenants running with the land which burden the air rights and improvements thereon, and which are not extinguished by conveyance and delivery of the Grant of Easement provided for herein, and which are fully binding upon all of said successors and assigns. Such agreements and obligations above mentioned are fully effective and binding upon Glasrud for both the skyway bridge and the pedestrian concourse area before and after conveyance and delivery of the Grant of Easement by the Authority for the pedestrian concourse area within the public ramp.

33. 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(s), partnerships, or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) shall 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. For the purposes of this paragraph "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees, and shall include therefor, Oxford and Glasrud.

34. Seven (7) days after the issuance of the written Notice of Final Bridge Inspection by the City, and its furnishing to Oxford and Glasrud, the obligations and duties contained in paragraphs 17, 18, 21, 22, 23 and 26, herein above, as to said skyway bridge, shall become operative.

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35. Seven (7) days after substantial completion of the pedestrian concourse, but no earlier than the date determined under paragraph 34 above, the obligations and duties contained in paragraphs 11, 20, 21, 22 and 26, herein above, as to said pedestrian concourse shall become operative.

36. 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

b) To: Oxford Development
Minnesota, Inc.
620 Conwed Tower
444 Cedar Street
St. Paul, Mn. 55105
Attn: Property Manager

and

and

Downtown Operations
HRA/City of Saint Paul,
Minnesota
12th Floor, City Hall
Annex
25 West Fourth Street
St. Paul, Minnesota 55102

Oxford Properties, Inc.
555 Peavey Building
730 Second Avenue South
Minneapolis, Mn. 55402
Attn: Secretary

and

c) To: Ted Glasrud Associates, Inc.
151 E. County Road B-2
Little Canada, Mn. 55117

City of Saint Paul

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

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

SAVINGS CLAUSE

37. 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, as to Glasrud; or the General Policy Statement - Pedestrian Concourse System, August-1972, as to Oxford; which are incorporated herein, except insofar as this Agreement is in direct conflict and inconsistent with said General Policy Statements, in which case this Agreement shall supercede and be controlling.

SPECIAL CONDITION

38. Upon the written request of Glasrud, the new pedestrian concourse in Town Square provided for herein shall be open for public ingress, egress and transit at 7:30 A.M. Monday through Friday and shall remain open until the Donaldsons Store opens for business, and thereafter in accordance with paragraph 11 of this Agreement. Such additional hours are expressly conditioned on Oxford and Glasrud each paying one-half of the labor and capital costs incurred in providing security measures for the Donaldsons Store. If costs are not shared as required herein, said pedestrian concourse may remain closed until the Donaldsons Store opens for business. This paragraph and its obligations shall terminate on December 31, 1986.

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

By Victor J. Adams
Its Chairman

By William J. Adams
Its Secretary

APPROVED AS TO FORM

Philip B. Byrnes 1-14-82

CITY OF SAINT PAUL

By George Latimer
Its Mayor

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

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

By Quint R. Olson
Its City Clerk

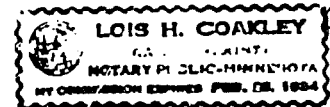
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STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 19th day of January, 1982, before me,
a Notary Public within and for said County, appeared
Victor J. Tedesco and William Wilson,
to me personally known, who, being each by me duly sworn, did say
that they are respectively the Chairman
and Secretary of the HOUSING AND REDEVELOP-
MENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota
public body corporate and politic, that said instrument was signed
by authority of its Board of Commissioners and said
Victor J. Tedesco and William Wilson
acknowledged said instrument was the free act and deed of said
corporation.

Lois H. Coakley



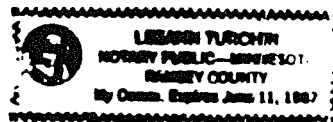
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STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 21st day of August, 1982, 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.



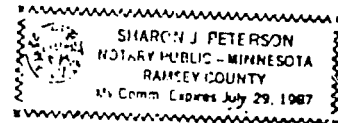
Lillian Flornoy

STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 23rd day of August, 1982, 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.

Sharon J. Peterson

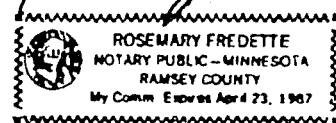
STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)



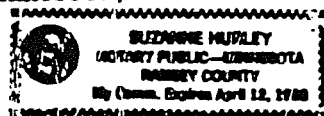
The foregoing instrument was acknowledged before me this 13th day of September, 1982, by PETER G. HAMES, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Rosemary Fredette

STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)



The foregoing instrument was acknowledged before me this 13th day of September, 1982, 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.



Suzanne Hudley

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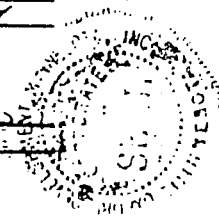
IN WITNESS WHEREOF, this Agreement has been executed
as of the date above first written.

Dated: June 7, 1982

OXFORD DEVELOPMENT MINNESOTA,
INC.

By Wm P. Dessen
Its Vice President

And R. D. Straughn
Its Secretary



STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me
this 7th day of June, 1982, by
Wm. P. Dessen and R. D. Straughn, the
Vice President and Secretary of Oxford
Development Minnesota, Inc., a Minnesota corporation, on behalf
of the corporation.



Suzanne Hoffman
Notary Public

2160008

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279395

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PORT AUTHORITY OF THE CITY OF SAINT PAUL

By
Its

Wm. H. Smith
President

By
Its

Arthur M. Goodman
Secretary



(Port Authority Signature Page, Skyway Agreement, Citywalk/Town Square,
1-14-82)

733132

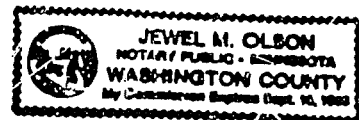
279395

-25-

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 16th day of February, 1912, before me, a
Notary Public within and for said County, appeared George
W. Wintz and Arthur N. Storkson,
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 public corporation, that said instrument
was signed by authority of its Board of Commissioners and said
George W. Wintz and Arthur N. Storkson
acknowledged said instrument was the free act and deed of said
corporation.

Jewel M. Olson



2160008

733132

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TED GLASROD ASSOCIATES, INC.

By Ted Glasrod
Its General

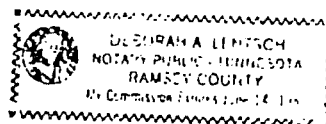
By its

2160008.

-27-

On this 16th day of March, 1981, before me, a Notary Public within and for said County, appeared Theodore Glasrud, to me personally known, who, being by me duly sworn, did say that he is Chairman of the TED GLASRUD ASSOCIATES, INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said Theodore Glasrud acknowledged said instrument was the free act and deed of said corporation.

Robert A. Gentile



733132

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-28-

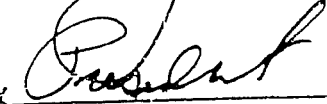
TGA, INC.

By



its

By



its

2160008

2160008

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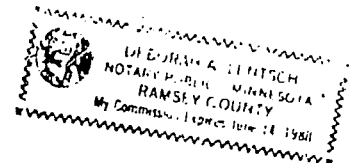
279395

-29-

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 16th day of March, 1982, before me, a Notary Public within and for said County, appeared Theodore Glasrud, to me personally known, who, being by me duly sworn, did say that he is the President of TGA, Inc., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said Theodore Glasrud acknowledged said instrument was the free act and deed of said corporation.

Theodore Glasrud



Office of County Recorder
RAMSEY COUNTY, MINNESOTA

733132

I, EUGENE H. GIBBONS, County Recorder of said County and State, do hereby certify that I have compared the foregoing paper photograph with the original record now remaining in this office, and that the same is a correct photographic transcript therefrom and of the whole of said original record as the same appears in Ramsey County Records as Document Number 2160008



In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at the City of St. Paul, in said County, this 16th day of February, A. D. 1983

EUGENE H. GIBBONS, County Recorder

By Eugene H. Paul Deputy.

733132

EX-16

733132

32 Resolution

Hanning
City
Edward
TGA
Gert
Oxford

733132

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

This is to certify that the within instrument was filed for record in this office at St. Paul on the 20 day of March A.D. 1922 at 10:36 clock A.M., and that the same was recorded in Ramsey County Records as Doc. No. 276060

EUGENE H. GIBBONS
COUNTY RECORDER

Eugene H. Gibbons

447

2160308

Rec'd
City of St. Paul

654-1-300501
654-2-300502

ASSURANCE FUND

CERTIFICATE NUMBER 300501
BOOK 654 PAGE 1
STATE OF MINNESOTA
COUNTY OF RAMSEY SS.
OFFICE OF THE REGISTRAR OF TITLES.
This is to certify that the within instrument was filed in this office at St. Paul, Minn. on the 17 day of March A.D. 1923 at 2:40 clock P.M.
EUGENE H. GIBBONS
Registrar of Titles
E. Gibbons
Deputy

City Clerk
Room 386

RESOLUTION

CITY WALK CONDOMINIUM ASSOCIATION

The Board of Directors hereby rescinds the DAMAGE TO PERSONAL PROPERTY, IMPROVEMENTS & BETTERMENTS AND COMMON ELEMENT/ OWNER LIABILITY portion of the Rules & Regulations that was adopted by the Board on May 13, 1993.

Effective September 1, 2010, the Master Insurance Policy provided by the Association shall provide coverage in accordance to the Associations governing documents.

Board of Directors

City Walk Condominium Association

By Rod Halvorson

Rod Halvorson, President

Date: 8/28/2010

Attest:

Mary Lou Sirignano

Mary Lou Sirignano, Secretary

Date: 9/30/2010

Office of County Recorder
RAMSEY COUNTY, MINNESOTA

733132

I, EUGENE H. GIBBONS, County Recorder of said County and State, do hereby certify that I have compared the foregoing paper photograph with the original record now remaining in this office, and that the same is a correct photographic transcript therefrom and of the whole of said original record as the same appears in Ramsey County Records as Document Number 2160008.



In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at the City of St. Paul, in said County, this 16th day of February, A. D. 1983.

EUGENE H. GIBBONS, County Recorder

By Laura Lee Paul Deputy.