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2. Support Structure Within Buildings. The City shall be responsible for and provide at its cost all necessary support structures within the Railroader Building for accommodation of the bridge.

3. Bridge HVAC, Lighting, Drainage Systems. 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 Control Data Building, which systems shall be of sufficient capacity to serve the bridge. The said skyway bridge shall also include finishing at skyway bridge ends, a linear metal ceiling, terrazzo floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and aluminum and glass doors at both ends of the bridge.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

4. Concourse Access. The City shall, at its expense, construct and be responsible for the pedestrian concourses at the second level of the Railroader Building, in accordance with this Agreement and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted January 8, 1980. The location and physical dimensions of pedestrian concourses shall be as described and shown on Exhibit A attached hereto.

5. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the Railroader Building to the bridge over Wacouta Street, and access thereto, shall be borne by the City.

EASEMENTS AND HOURS

6. Grant of Easement and Hours. Railroader hereby agrees to grant to the City a public easement for the pedestrian skyway system through the Railroader Building in accordance with Exhibit A attached hereto. Said easements to be granted by the Railroader shall be in the form attached hereto as Exhibit B and shall grant to the public the right of use of said pedestrian concourse system through the Railroader 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 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 concourses provided

8

for in the Railroader Building shall be open for public ingress, egress and transit from 7:00 A.M. to 6:00 P.M., five days a week and closed on Saturdays and Sundays. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

2303433

7. Easement Description. The new public easement through the Railroader Building shall be in accordance with Exhibit A herein and shall commence at the easterly property line of the Railroader Building where the skyway bridge over Wacouta Street will cross the property line to connect to the Railroader Building and shall extend in a westerly direction through the Railroader Building to the pedestrian concourse in the abutting Building.

8. Width of Easement. The public easements 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 building is such that a width of 12 feet is impossible.

9. Easement Survey. The easement areas shall be more particularly described, by a registered land surveyor following completed construction of the concourse/access areas.

10. Easements Public and Subject to Law. Railroader agrees that the pedestrian concourse within the easements herein described shall be designated as public easements and that all ordinances of the City which by force of law are applicable to the System shall govern.

11. Waiver of Share in Damages. The City hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Railroader Building by condemnation or under the threat of condemnation. Said waiver applies to the easements through the properties but not to the skyway bridge or its end portions.

12. Ownership of Bridge. It is agreed by and between the parties hereto that the skyway bridge between buildings shall at all times be owned by the City, and said skyway bridge shall not constitute property leased, loaned or otherwise made available to second parties, or any one of them (within the meaning of Chapter 272.01(2) of Minnesota Statutes), it being understood that said skyway bridge is intended to benefit the public generally.