

SK-47

AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE BETWEEN
CENTRAL TOWERS AND BLOCK 23 RAMP

DATED NOVEMBER __, 1988

Between

CENTRAL TOWERS, INC.

and

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

CONTENTS OF AGREEMENT

Topic

Bridge Construction and Cost Responsibilities

1. Design, Construction
2. Support Structure Within the Ramp
3. Bridge HVAC, Lighting, Drainage Systems

Pedestrian Concourse Construction and Costs

4. Concourse Construction
5. Concourse Costs

Bridge Ownership

6. Ownership of Bridge

Operation, Maintenance and Repair

7. Scope of Maintenance; Approval of Modifications
8. Maintenance of Concourse; Security
9. Advertising, Signage

Insurance

10. Liability Insurance

Directional Signs

11. Approval, Cost of Signs

Binding Obligations

12. Subject to City Codes
13. Successors and Assigns Bound
14. Owners Retain Property Rights; Obligations Conveyed
15. Notices - Address

Exhibits:

- A. Legal Description of Ramp
- B. Legal Description of Central Towers
- C. Easement Plan

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of November, 1988, by and between THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "HRA"; and CENTRAL TOWERS, INC., a Minnesota nonprofit corporation, hereinafter referred to as "Central Towers".

WITNESSETH:

WHEREAS, the City of Saint Paul, Minnesota (the "City") and the HRA, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District, hereinafter 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 is the owner of a certain parking ramp located on the southerly part of that block bounded by vacated Ninth Street, Cedar, Wabasha and Exchange Streets in Saint Paul and more particularly described in Exhibit A of this agreement, hereinafter referred to as "Ramp" or "Parking Ramp"; and

WHEREAS, Central Towers is the owner of a building and structures on the northeasterly part of the same block as the Ramp, located on land more particularly described in Exhibit B of this agreement, hereinafter referred to as the "Central Towers Building"; and

WHEREAS, HRA and Central Towers agree to the construction of a skyway pedestrian bridge across a private alley from the Central Towers Building to the Parking Ramp; and

WHEREAS, the parties hereto believe it to be desirable that the System be connected through the Ramp to Central Towers and provide a potential for the possible extension of the System through Central Towers to the World Theatre and other improvements and buildings; and

WHEREAS, Central Towers will use private funds in financing the design and construction of the pedestrian skyway bridge connecting the Parking Ramp with the Central Towers Building; and

WHEREAS, a benefit will inure to the respective property owners by virtue of being linked to the System, and that the public good will be served by such connection.

NOW, THEREFORE, BE IT RESOLVED AND AGREED TO BY THE PARTIES HERETO AS FOLLOWS:

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The HRA agrees to permit construction of a skyway bridge connecting the Parking Ramp with the Central Towers Building in accordance with City-approved plans and specifications prepared by Hammel, Green and Abramson, and reviewed by HRA and Central Towers. Such skyway bridge shall

be permitted to be attached to and supported by the Ramp in accordance with such plans and specifications; provided, however, the parties have by separate agreement of even date herewith, a copy of which is attached hereto as Exhibit D, agreed that the HRA or other entity of the City of Saint Paul shall act as construction manager for bridge construction in order to coordinate both bridge construction and concourse construction within the Ramp. The total design and construction costs for said skyway bridge shall be paid by Central Towers in accordance with the terms of the construction management agreement referenced in this Paragraph 1, including necessary support structures within the Central Towers Building.

2. Support Structures for the Bridge Within the Ramp. The HRA shall pay for the costs of construction of facilities and/or improvements in or on the Parking Ramp sufficient to permit the erection of a bridge and provide the necessary bridge support structures thereon.

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 as provided for in the plans and specifications referred to in paragraph one hereof. All bridge costs are part of the total design and construction costs for the bridge.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS.

4. Concourse Construction. HRA (or its assign(s)) shall at its expense construct and be responsible for a covered pedestrian concourse or walkway through the Parking Ramp connecting the skyway bridge to be constructed by Central Towers with the skyway bridge over Eighth and vacated Ninth Streets, which extends to the World Trade Center, all as shown on Exhibit C. The location of such concourse may be changed by the HRA or its assigns at any time so long as a similarly designed pedestrian concourse is constructed to provide access from and to the Central Towers skyway bridge. This obligation is subject to the provisions of paragraph 14 herein. The HRA or its assigns shall use its best efforts to provide such access during construction on or further development over the Ramp.

5. Concourse Costs. All costs and expenses in connection with the construction and extension of the pedestrian concourse from and within the Ramp, including skyway signage and heating facilities shall be borne by the HRA, except as provided herein. HRA shall also own, and be responsible for the installation, operation, maintenance, repair, replacement and removal of, the equipment installed on the date hereof or to be installed by the HRA, its successors or assigns, within the Central Towers Building, which equipment is to be used to provide heat to the pedestrian concourse. HRA, for itself and its successors and assigns, agrees that it shall bear all costs of installation, operation, maintenance, repair, replacement or removal of such equipment, and shall, at its cost, restore any damage done to the Central Towers Building or personal property as a result of the

installation, operation, maintenance, repair, replacement or removal of said equipment. HRA's obligations pursuant to said equipment shall be of full force and effect and run with the land as long as such equipment is located within the Central Towers Building, whether or not this Agreement has been terminated, unless HRA, its successors or assigns, and Central Towers execute an agreement whereby the equipment is abandoned within Central Towers. The equipment shall include, but not be limited to, the heat exchanger provided by the HRA and all mechanical and electrical systems running from the Central Towers Building through the skyway bridge to the point where such systems connect with the mechanical and electrical systems of the Ramp. HRA and Central Towers shall cooperate in the installation and maintenance of a security system in the concourse, which system shall consist of a mirror or mirrors, video camera, and viewing monitor with appropriate hardware and wiring, installed as shown in the plans and specifications referred to in paragraph one. The capital cost of the video camera and monitor (and required mountings and hardware for their installation) shall be paid for by Central Towers. The cost of the mirrors, wiring, conduit and required conduit connections, as well as the cost of installation of the said camera, monitor and all other equipment and hardware, shall be paid for by the HRA.

6. Ownership of Bridge. It is agreed by and between the parties hereto that the skyway bridge between the Ramp and the Central Towers Building shall at all times be owned by Central Towers, notwithstanding that said skyway bridge is intended to and will benefit the public generally.

OPERATION, MAINTENANCE AND REPAIR

7. Scope of Maintenance; Approval of Modifications.

Central Towers (or its assigns) further agrees to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts, including electrical, drainage and HVAC facilities in and serving the skyway bridge, at its sole expense, without cost to the HRA. Such maintenance shall be to a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Such bridge or a part thereof may be temporarily closed to the extent reasonably required to make such repairs or maintenance.

8. Maintenance of the Concourse; Security. HRA for itself and its assignees hereby agrees to provide all repairs and maintenance to maintain its pedestrian concourse within the Ramp Building to a reasonable standard of safety and cleanliness. Such maintenance shall be to a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. HRA further agrees that it shall

provide heat, electricity, drainage and ventilation serving the pedestrian concourse. HRA shall pay all operating costs for said pedestrian concourse, except as provided for security below. HRA (or its assign(s)) may temporarily close all or a part of the concourse within the Ramp to the extent reasonably necessary to make such repairs or maintenance, and shall use its best efforts to minimize such closures. Central Towers hereby agrees to maintain, repair and replace (if necessary) the video camera and monitor (and required mountings and hardware therefor), and shall have reasonable access thereto during normal hours of operation in order to provide such maintenance, repair and/or replacement; provided, however, that if such camera, monitor or related equipment are damaged or destroyed by employees of the HRA or by Ramp operations or management personnel, the HRA shall provide for such repair and/or replacements as are necessary. The HRA further agrees that it shall obligate its Ramp manager as part of the Ramp operation and management contract to provide for reasonable surveillance of the monitor during Ramp hours at all times the concourse is open for pedestrian ingress and egress.

9. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purpose, except to the extent permitted by Section 140.08 of the Saint Paul Legislative Code. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs.

INSURANCE

10. Liability Insurance. Central Towers (or its assign(s)) shall furnish and maintain liability insurance coverage for the skyway bridge with a duly licensed insurance company; 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, \$600,000.00 for each occurrence.

DIRECTIONAL SIGNS

11. Approval, Cost of Signs. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined by the HRA. The HRA shall pay the initial cost of such signs.

BINDING OBLIGATIONS

12. Subject to City Codes. The parties agree that in the construction, maintenance, repair and operation of the skyway bridge and pedestrian concourses, they shall be bound by all City Codes and ordinances governing the System, insofar as they are applicable by force of law.

13. Successors and Assigns Bound. The respective rights and obligations of the parties set forth in this Agreement are intended to be covenants running with the land, and shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, including but not limited to, developers of air rights over, or portions or, the Ramp Property.

14. Owners Retain Property Rights; Obligations Conveyed. 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 the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation in writing assumes all duties, responsibilities, covenants of the owner (seller) under this Agreement; provided, further, that the owner (seller) shall remain liable for all other obligations incurred prior to the date of the transfer. For the purposes of this paragraph "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees.

15. Notices - Address. Any notice to the parties hereunder shall be considered sufficiently delivered if mailed, by registered or certified mail, postage prepaid, as follows:

- a. To: HRA/City of Saint Paul, Minnesota
Executive Director
13th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102
- b. To: Central Towers, Inc.
20 East Exchange Street
St. Paul, Minnesota 55101
Attn: Administrator

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

16. Waiver of Default. No waiver of any default by any party will be implied from the failure by any other party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval or any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval or any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy, at law or in equity, which any party might otherwise have by virtue of a default under this Agreement, and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

17. No Partnership. Nothing contained in this Agreement and no action by the party will be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between the parties.

18. Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application or such provision to persons or circumstances

other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

19. Governing Law. This Agreement will be construed in accordance with the laws of the State of Minnesota.

20. Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

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

APPROVED AS TO FORM

Philip B. Byrne

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

By [Signature]
Its Exec. Director

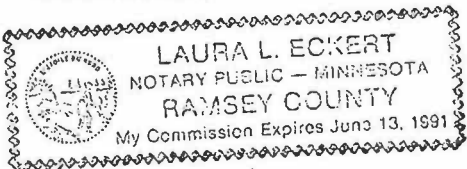
And [Signature]
Its Asst. Secretary

CENTRAL TOWERS, INC.

By [Signature]
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

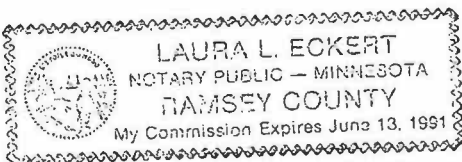
The foregoing instrument was acknowledged before me this 14th day of November, 1988, by Kenneth R. Johnson, the Executive Director of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate and politic under the laws of the State of Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.



Laura L. Eckert
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

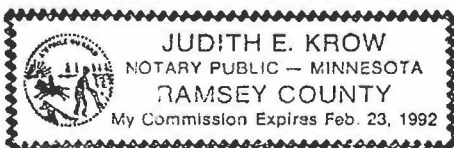
The foregoing instrument was acknowledged before me this 14th day of November, 1988, by Bobbie Dinzel, the Assistant Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate and politic under the laws of the State of Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.



Laura L. Eckert
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 3rd day of November, 1988, before me, a Notary Public within and for said County, appeared William J. Zopfi, Jr. by me duly sworn, did say that he is the President of Central Towers, Inc., a Minnesota nonprofit corporation, that said instrument was signed by authority of its Board of Directors, and said William J. Zopfi, Jr. acknowledged said instrument as the free act and deed of said corporation.



Judith E. Krow
Notary Public

EXHIBIT A

EXHIBIT A

Legal Description

Lots 8 and 9:

Lot 7 except that part of said Lot 7 lying Southeasterly of the following described line: Beginning at a point in the Southeasterly line of said Lot 7 distant 33.00 feet Northeasterly of the most Southerly corner of said Lot 7, as measured along said Southeasterly line; thence Southwesterly to a point in the Southwesterly line of said Lot 7 a distance of 9.08 feet Northwesterly of said most Southerly corner of Lot 7, as measured along said Southwesterly line, and there terminating;

Those parts of Lots 2 and 3 described as beginning at the most Southerly corner of said Lot 3; thence Northwesterly along the Southwesterly line of said Lot 3 a distance of 113.85 feet; thence North 52 degrees 16 minutes 43 seconds East (assuming the Southeasterly line of said Lot 3 as bearing North 42 degrees 39 minutes 44 seconds East) 107.84 feet; thence North 37 degrees 12 minutes 09 seconds west 5.00 feet; thence North 52 degrees 01 minutes 25 seconds East 94.06 feet; thence South 36 degrees 35 minutes 20 seconds East 86.47 feet to the Southeasterly line of said Lot 7; thence Southwesterly along the Southeasterly lines of said Lots 2 and 3 to said point of beginning;

All in Block 7, Bazil and Guerin's Addition to Saint Paul, according to the recorded plat thereof, Ramsey County, Minnesota;

That part of vacated 9th Street lying Southwesterly of a line drawn from the most Northerly corner of Lot 1, Block 12, said Bazil and Guerin's Addition to Saint Paul to the intersection of the Southeasterly line of said Block 7 with the Westerly line of Cedar Street, as now existing; and lying Northeasterly of the following described line: Commencing at said most Northerly corner of Lot 1, Block 12; thence Southeasterly along the Northeasterly line of said Lot 1 a distance of 99.09 feet; thence deflecting to the right 105 degrees 49 minutes 16 seconds to the long chord of a curve having a radius of 353.30 feet, concave to the North, having a central angle of 30 degrees 24 minutes 10 seconds, a long chord length of 185.28 feet, for an arc distance of 187.47 feet; thence tangent to said curve a distance of 13.53 feet, more or less, to its intersection with the Northwesterly line of said Block 12, said intersection being the actual point of beginning of the line to be described; thence continuing along the last described course a distance of 24.94 feet; thence along a tangential curve to the left having a radius of 181.27 feet, concave to the South, having a central angle of 17 degrees 48 minutes 52 seconds for an arc distance of 88.00 feet, more or less, to a point in the Southeasterly line of said Block 7, said point being 33.00 feet Northeasterly from the most Southerly corner of Lot 7, said Block 7, as measured along said Southeasterly line of Block 7 and there terminating.

EXHIBIT B

LEGAL DESCRIPTION OF CENTRAL TOWERS PARCEL

All that part of the following described tract, to-wit:

Those parts of Lots 1, 2 and 3 in Block 7, Bazil and Guerin's Addition to Saint Paul (also referred to as Bazille & Guerin's Addition to Saint Paul), according to the plat thereof on file and of record in the office of the Register of Deeds of Ramsey County, Minnesota, described as follows: Beginning at the Southwest (SW) corner of Exchange and Cedar Streets in said City of St. Paul, thence Southerly on the Westerly line of Cedar Street, 145 feet to a point, thence Westerly on a line parallel with the South line of Exchange Street and distant one hundred forty-five (145) feet therefrom, to the Westerly line of said Lot 3, thence Northerly on the West line of said Lot 3 to the Northwest (NW) corner of said Lot 3, thence Easterly on the South line of Exchange Street to the place of beginning, excepting therefrom those parts of said described land heretofore conveyed by the following described deeds:

- a. That certain deed from St. Joseph's Female Academy of the City of St. Paul to Herman L. Benz, dated June 24, 1909, and filed for record on July 15, 1909, in "561" Deeds 192.
- b. That certain deed from Benjamin H. Ogden and Alice W. Ogden to St. Paul Young Men's Christian Association, dated January 13, 1906, and filed for record February 13, 1906, in "498" Deeds 541.
- c. That certain deed from Central Towers, a Minnesota corporation, to William H. Weitzman, Nate Weitzman and Robert A. Dworsky dated August 21, 1964, and filed for record September 8, 1964, as Document No. 1628462.

Together with any and all rights granted by, and subject to:

- a. That certain agreement dated October 7, 1884, and filed for record October 10, 1884, in "M" Miscellaneous 536.
- b. That certain agreement dated July 10, 1906, and filed for record on August 22, 1906, in "55" Miscellaneous 507, as amended by Easement Modification Agreement dated March 12, 1952, and filed for record March 19, 1952, in "306" Miscellaneous 465.
- c. That certain Easement dated June 24, 1909, and filed for record on July 15, 1909, in "61" Miscellaneous 251.
- d. Rights acquired by the City of Saint Paul for the opening of Cedar Street.
- e. That certain License Agreement dated January 15, 1962, and filed for record on January 17, 1962, as Document No. 1555171.

Exhibit B

Legal Description of Central Towers Parcel

continued

- f. That certain deed from William H. Weitzman, etal, to Central Towers, a Minnesota corporation, dated August 27, 1964, and filed for record September 8, 1964, as Document No. 1628463.

which lies within the following described boundary lines, namely:

Beginning at a point on the South line of Exchange Street, St. Paul, Minnesota, (said line being the Northerly line of the above described tract) which is 94.94 feet, more or less, West of the Northeast corner of said tract (said corner being the intersection of the said North line of Exchange Street and the West line of Cedar Street in said city), thence along the said South line of Exchange Street a distance of 122.0 feet, thence Southerly a distance of 159.8 feet to the Southerly line of the tract hereinabove described, thence along said Southerly line of the tract above described a distance of 128.25 feet, thence North at right angles to said Southerly line a distance of 79.0 feet, thence West at right angles to said last described line a distance of 21.0 feet, and thence Northerly at right angles to said last described line a distance of 72.5 feet to the point of beginning.

EXHIBIT D

CENTRAL TOWERS, INC.
20 East Exchange Street
Saint Paul, MN 55101

November __, 1988

The Housing and Redevelopment Authority
of the City of Saint Paul
c/o Department of Planning and
Economic Development
25 West 4th Street
St. Paul, MN 55102

Attention: William G. Pearson

Re: 23 - Central Towers Skyway Bridge

Ladies and Gentlemen:

This letter constitutes the agreement between Central Towers, Inc. ("Central Towers") and the City of Saint Paul, Minnesota (the "City") for construction management services to be rendered by the City to Central Towers for the construction of a skyway bridge (the "Bridge") between the structure known as the World Trade Center Parking Ramp and Central Towers (the "Project"). The scope of work of the Project shall include breaching the south wall of Central Towers to allow Central Towers to accept the Bridge, bringing all electrical and mechanical systems necessary for the operation and maintenance of the Bridge through the Bridge to connect with the mechanical and electrical systems of Central Towers. The Project shall also include installation, operation, repair, replacement and removal of all or portions of all equipment belonging to the City placed within Central Towers to provide heat to the pedestrian concourse described in Paragraph 4 of that certain Agreement Regarding Construction, Maintenance and Operation of a Skyway Bridge Between Central Towers and Block 23 Ramp, of even date herewith.

The construction management services rendered by the City in accordance with this letter agreement shall be as follows:

1. The Department of Planning and Economic Development ("P.E.D.") shall assist Central Towers and Hammel, Green and Abramson ("HGA") the Project architect, and the contractor to achieve a mutually agreed upon design for the Bridge and the mechanical and electrical systems within Central Towers, such design to be incorporated into HGA's final set of drawings and specifications.

2. P.E.D. shall provide for Central Towers' review and approval of a detailed estimate and cost breakdown of the total construction cost of the Project. Such estimate and cost

breakdown shall include all costs required for completion of the Project, including, not by way of limitation, costs of all surveys, building permits, special permits, special consultants and inspections.

3. P.E.D. shall provide for Central Towers' review and approval a Project schedule incorporating the anticipated construction schedules of PCL, the general contractor, and its subcontractors.

4. The total construction costs allocable to and payable by Central Towers shall consist of the bid price submitted by PCL which is \$97,406.00, plus mutually agreed upon change orders necessary for the construction of the Project. The parties agree that they shall be reasonable in the determination of what constitutes a "necessary" change order. Notwithstanding anything in this letter agreement or the Skyway Agreement to the contrary, all costs and expenses of that portion of the Project which consists of the design, installation, operation, maintenance, repair, replacement or removal of the equipment placed in Central Towers to heat the pedestrian concourse shall be the responsibility of the City; provided, however, that Central Towers shall have the right to approve change orders affecting such equipment.

5. Construction costs for the Project shall be paid within thirty (30) days after receipt by Central Towers of documentation (invoices and bills) showing the services or materials supplied to the Project and also lien waivers from those contractors and material suppliers paid. The parties agree that said documentation shall not be submitted to Central Towers until all punch list items have been completed to the reasonable satisfaction of both Central Towers and the City, and the Project architect has issued a Certificate of Final Completion.

6. Central Towers' cost with respect to construction management by P.E.D. shall be P.E.D.'s actual cost incurred, but in no event to exceed \$4,000.00. Such payments shall be conditioned upon receipt of adequate documentation showing P.E.D.'s actual cost incurred in its capacity as construction manager. Central Towers' share of the cost of the design of the Project shall be \$12,000.00. Payment of the amounts described in this paragraph shall not constitute a waiver of any rights or remedies Central Towers may have against P.E.D. or its contractors under this agreement, in law or equity or otherwise.

7. P.E.D. shall coordinate all aspects of the Project so that the Project when completed will comply with applicable plans, specifications and building codes, and will be fit for its intended purposes. As a part of such coordination services, P.E.D. shall:

(a) Require HGA to purchase and maintain a policy of professional errors and omissions insurance, naming Central Towers, Inc. as additional insured and forwarding to Central Towers a certificate of such insurance;

(b) Require the prime contractor to purchase and maintain all necessary insurance coverage as required by the construction contract between the City and such contractor dated January 1, 1988, naming Central Towers, Inc. as additional insured and forwarding to Central Towers certificates of such insurance;

(c) Require the contractors' compliance with the Project schedule and design plans and specifications;

(d) Maintain cost accounting records on all phases of the Project;

(e) Schedule and conduct meetings with HGA, PCL and Central Towers as necessary to alleviate problems interfering with the planned completion of the Project;

(f) Require the contractor to provide, at no additional cost to Central Towers, hoarding and a padlock to provide security for all areas of the Project which abut or impinge upon Central Towers' premises;

(g) Perform construction contract management including, but not limited to, forms, payrolls, etc.;

(h) Perform change order negotiation;

(i) Procure testing services as required;

(j) Perform construction inspection as required to assure compliance with plans and specifications;

(k) Provide written inspection reports;

(l) Perform final inspection and preparation of a "punch list" and secure completion of same; and

(m) Represent Central Towers in dealing with the designer, code officials and others as required.

8. Surety Bond. The parties acknowledge that the City has obtained a payment and performance bond for the Project naming the City as obligee. Effective on the date hereof, the City hereby assigns all its right, title and interest in such bond, including the right to obtain performance from the obligor under the bond, to Central Towers; provided, however, that Central Towers agrees that it will not exercise any rights under such bond until thirty (30) days after it has given notice to P.E.D. that an event has occurred which would allow Central Towers to make a claim against said bond, and P.E.D. has not caused the City to cure the event giving rise to the claim within said thirty (30) day period.

Assuming you are in agreement with the terms above, please indicate your approval by signing both copies of this letter agreement in the space provided and returning one fully executed copy to Central Towers.

Very truly yours,

CENTRAL TOWERS, INC.

By William J. Zeff
Its President of the
Board of Directors

The undersigned agrees to the terms of the foregoing letter.

Approved as to Form

The Housing and Redevelopment
Authority of the City of
Saint Paul, Minnesota

Philip B. Byrne

By [Signature]
Its [Signature]
And [Signature]
Its [Signature]

EASEMENT AGREEMENT

This Easement Agreement is made as of this 17 day of November, 1988, by and between Central Towers, Inc., a Minnesota non-profit corporation, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body corporate and politic under the laws of the State of Minnesota.

RECITALS

WHEREAS, Central Towers, Inc. ("Central Towers") is the owner of that certain real property located in Ramsey County, Minnesota, legally described on Exhibit A attached hereto and made a part hereof (the "Central Towers Parcel"); and

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") is the owner of that certain real property located in Ramsey County, Minnesota, legally described on Exhibit B attached hereto and made a part hereof (the "HRA Parcel"); and

WHEREAS, the HRA is constructing or has constructed a municipal parking ramp (the "Ramp") on the HRA Parcel; and

WHEREAS, the Ramp encroaches on the Central Towers Parcel, as shown on Exhibit C attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, the HRA has requested that Central Towers grant to HRA an easement for the encroachment of the Ramp onto the Central Towers Parcel; and

WHEREAS, Central Towers is willing to grant such an easement;

NOW, THEREFORE, Central Towers hereby grants an easement for the encroachment of the Ramp onto the Central Towers Parcel, subject to the following terms and conditions:

1. Grant. Central Towers hereby grants to HRA, its successors and assigns, an easement for the encroachment of the Easement Area onto the Central Towers Parcel.

2. Duration. The easement granted by Paragraph 1 shall remain in effect for the life of the Ramp, and shall terminate as of the date the Ramp is destroyed or damaged by any means to an extent exceeding sixty percent (60%) of the Ramp's then-replacement cost (inclusive of foundation).

3. Indemnity. HRA hereby agrees to indemnify and hold Central Towers harmless from and against every demand, claim, cause of action, judgment and expense (including reasonable attorneys' fees) and all loss and damage (including damage or injury to persons or property located on the Central Towers Parcel) arising from the HRA's construction, use and/or occupation, maintenance, casualty to, demolition or other removal of the Ramp.

4. Legal Effect. Each of the easements and rights created by this Easement Agreement are appurtenant to the Central Towers Parcel and the HRA Parcel and may not be transferred, assigned or encumbered except as an appurtenance to the Parcels. For the purpose of each such easement and right, the Parcel that is benefited by any such easement or right shall constitute the dominant estate and the Parcel that is burdened by any such easement and right shall constitute the servient estate. Each covenant contained in this Easement Agreement: (a) constitutes a covenant running with the land; (b) binds every owner now having or hereafter acquiring an interest in any portion of either Parcel; and (c) will inure to the benefit of Central Towers and the HRA and their respective successors, assigns and mortgagees. Central Towers and the HRA agree that on conveyance of all or any part of the fee title to any Parcel, the grantee, by accepting such conveyance, will thereby become a new party to, and be bound by, this Easement Agreement. On such assumption by a grantee and the giving of notice thereof, the conveying owner will thereafter be released from any obligation under this Easement Agreement arising thereafter with respect to the portion of any Parcel so conveyed. Central Towers and the HRA agree, on the written request of the other, to execute and deliver any appropriate documents or assurances to evidence such release.

5. Miscellaneous.

(a) Severability. If any provision of this Easement Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Easement Agreement will be valid and enforceable to the fullest extent permitted by law.

(b) Governing Law. This Easement Agreement will be construed in accordance with the laws of the State of Minnesota.

(c) Captions. The captions of the paragraphs of this Easement Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

(d) Time. Time is of the essence of this Easement Agreement.

(e) Binding Effect. The provisions of this Easement Agreement will be binding on Central Towers and the HRA and their respective successors, assigns and mortgagees to the extent herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first above written.

CENTRAL TOWERS, INC.

By William J. Zoffel
Its President

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

APPROVED AS TO FORM:

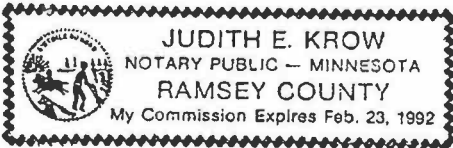
Philip B. Byrne

By Kenneth J. ...
Its Exec. Director

And Dobbie Faye ...
Its Asst. Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

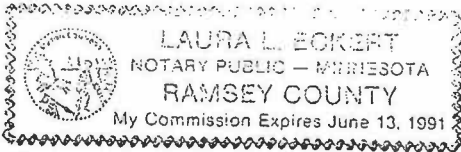
The foregoing instrument was acknowledged before me this 3rd day of November, 1988, by William J. Zaffi, Jr., the President of the Board of Directors of Central Towers, Inc., a Minnesota non-profit corporation, on behalf of the corporation.



Judith E. Krow
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

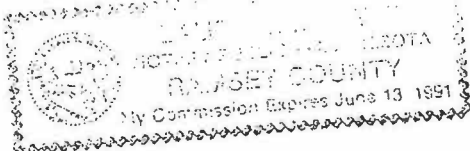
14th The foregoing instrument was acknowledged before me this day of November, 1988, by Kenneth R. Johnson, the Executive Director of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate nad politic under the laws of the State of Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.



Laura L Eckert
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

14th The foregoing instrument was acknowledged before me this day of November, 1988, by Bobbie Dinzeo, the Assistant Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate nad politic under the laws of the State of Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.



Laura L Eckert
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF CENTRAL TOWERS PARCEL

All that part of the following described tract, to-wit:

Those parts of Lots 1, 2 and 3 in Block 7, Bazil and Guerin's Addition to Saint Paul (also referred to as Bazille & Guerin's Addition to Saint Paul), according to the plat thereof on file and of record in the office of the Register of Deeds of Ramsey County, Minnesota, described as follows: Beginning at the Southwest (SW) corner of Exchange and Cedar Streets in said City of St. Paul, thence Southerly on the Westerly line of Cedar Street, 145 feet to a point, thence Westerly on a line parallel with the South line of Exchange Street and distant one hundred forty-five (145) feet therefrom, to the Westerly line of said Lot 3, thence Northerly on the West line of said Lot 3 to the Northwest (NW) corner of said Lot 3, thence Easterly on the South line of Exchange Street to the place of beginning, excepting therefrom those parts of said described land heretofore conveyed by the following described deeds:

- a. That certain deed from St. Joseph's Female Academy of the City of St. Paul to Herman L. Benz, dated June 24, 1909, and filed for record on July 15, 1909, in "561" Deeds 192.
- b. That certain deed from Benjamin H. Ogden and Alice W. Ogden to St. Paul Young Men's Christian Association, dated January 13, 1906, and filed for record February 13, 1906, in "498" Deeds 541.
- c. That certain deed from Central Towers, a Minnesota corporation, to William H. Weitzman, Nate Weitzman and Robert A. Dworsky dated August 21, 1964, and filed for record September 8, 1964, as Document No. 1628462.

Together with any and all rights granted by, and subject to:

- a. That certain agreement dated October 7, 1884, and filed for record October 10, 1884, in "M" Miscellaneous 536.
- b. That certain agreement dated July 10, 1906, and filed for record on August 22, 1906, in "55" Miscellaneous 507, as amended by Easement Modification Agreement dated March 12, 1952, and filed for record March 19, 1952, in "306" Miscellaneous 465.
- c. That certain Easement dated June 24, 1909, and filed for record on July 15, 1909, in "61" Miscellaneous 251.
- d. Rights acquired by the City of Saint Paul for the opening of Cedar Street.
- e. That certain License Agreement dated January 15, 1962, and filed for record on January 17, 1962, as Document No. 1555171.

Exhibit A

Legal Description of Central Towers Parcel

continued

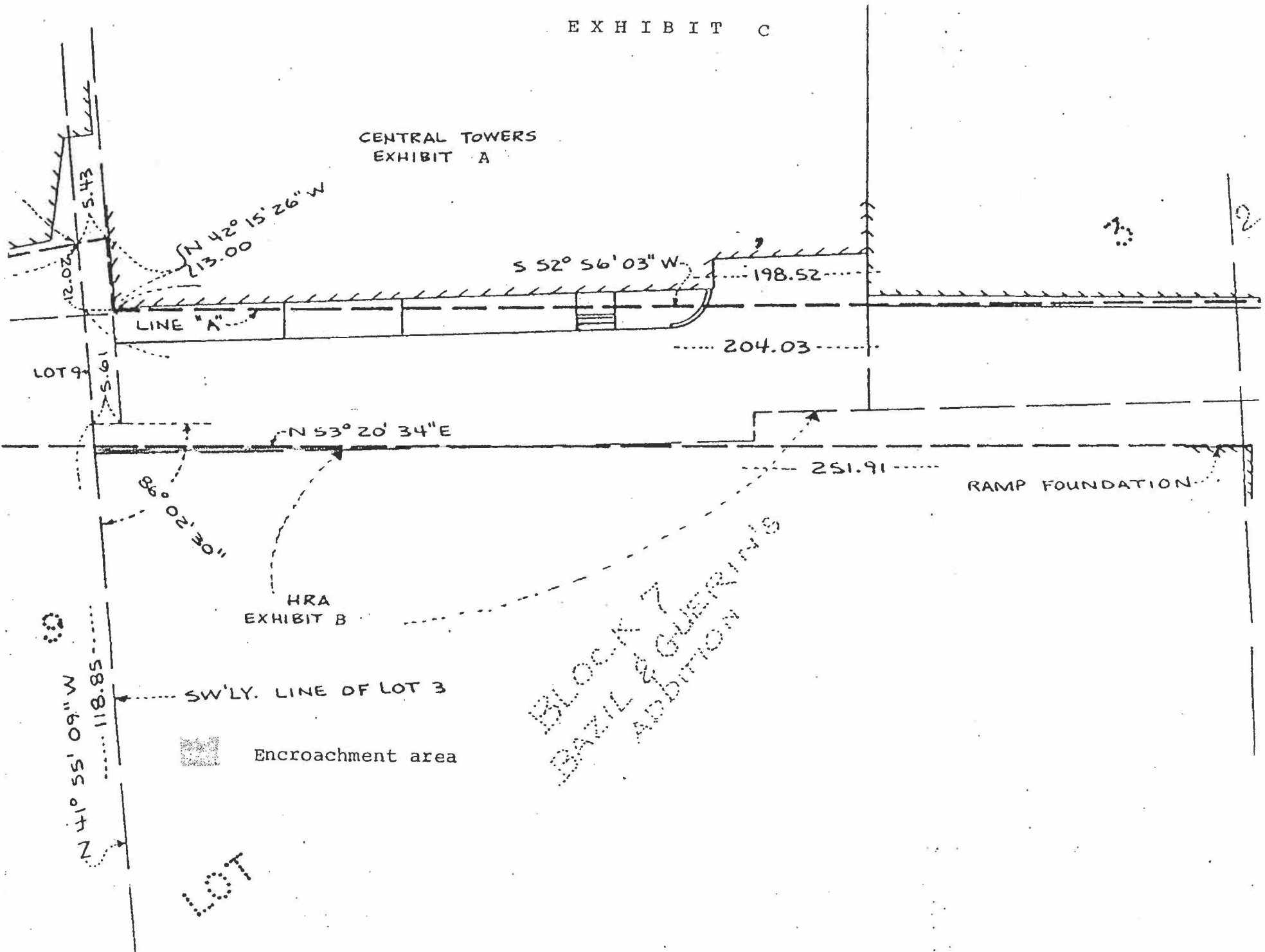
- f. That certain deed from William H. Weitzman, etal, to Central Towers, a Minnesota corporation, dated August 27, 1964, and filed for record September 8, 1964, as Document No. 1628463.

which lies within the following described boundary lines, namely:

Beginning at a point on the South line of Exchange Street, St. Paul, Minnesota, (said line being the Northerly line of the above described tract) which is 94.94 feet, more or less, West of the Northeast corner of said tract (said corner being the intersection of the said North line of Exchange Street and the West line of Cedar Street in said city), thence along the said South line of Exchange Street a distance of 122.0 feet, thence Southerly a distance of 159.8 feet to the Southerly line of the tract hereinabove described, thence along said Southerly line of the tract above described a distance of 128.25 feet, thence North at right angles to said Southerly line a distance of 79.0 feet, thence West at right angles to said last described line a distance of 21.0 feet, and thence Northerly at right angles to said last described line a distance of 72.5 feet to the point of beginning.

EXHIBIT C

CENTRAL TOWERS
EXHIBIT A



Rooms

**Residence Number of
Bedrooms** 0

**Commercial Structure
Type** PARKING GARAGE/DECK

Commercial Year Built 1987

Topography Level

Utilities All Public

School District St Paul

Watershed District Capital Region

