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REAL ESTATE DIVISION

SK-10
DCA Wabasha Court
Shelby S...
W. J. (file)

JUL 13 1995

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 1978, by and between the

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNEOSTA, a public body corporate and politic, (hereinafter referred to as the "HRA")

and

CITY OF SAINT PAUL, MINNESOTA, a municipal corporation, (hereinafter referred to as the "City")

and

WABASHA COURT ASSOCIATES, a general partnership consisting of Cyril Sheehy, Jr., William Sheehy, Edward E. Parranto, Sr., and Richard M. Parranto, Sr., (hereinafter referred to as the "Partnership")

and

DAYTON-HUDSON CORPORATION, a business corporation organized and existing under the laws of the State of Minnesota, (hereinafter referred to as "DHC")

and

THE NORTHLAND COMPANY, a Minnesota corporation, (hereinafter referred to as "Northland")

and

PORT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic, (hereinafter referred to as the "Authority")

WITNESSETH:

WHEREAS, the parties hereto have entered into an agreement ("Agreement") dated January 31, 1978 relating to the extension of the pedestrian skyway system over Wabasha Street from the Daytons Department Store to Wabasha Court; and

Approved & Agreed to by
Shelby S...
W. J. (file)
(2-1)

WHEREAS, a private connector to the skyway system will be built through the Hamm Building to Wabasha Court; and

WHEREAS, Northland desires to amend the Agreement with respect to its property and all of the remaining parties hereto are willing to make such amendment on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and among the parties as follows:

1. The Northland Company is a Minnesota corporation which has a division entitled United Properties and any reference in this agreement or in the Agreement to either "Northland" or "United Properties" shall refer to The Northland Company.

2. Paragraph 4 on page 3 of the Agreement is hereby deleted and the following substituted in lieu thereof:

"4. The Authority and Northland hereby agree to grant to the City a permanent public easement for the limited purpose of pedestrian passageway to their respective buildings in accordance with the plans to be developed."

3. The first sentence of paragraph 5 on page 3 is hereby deleted and the following sentence inserted in lieu thereof:

"Said easement for the Authority shall be at least twelve (12) feet in width and for Northland, at least eight (8) feet in width except at a lesser width where the structural design of the building is such that a width of eight (8) feet is impossible."

4. Paragraph 10 on page 4 is hereby amended by inserting in the first line of said paragraph 10 after the word "DHC" the word ", Northland" so that paragraph 10 will be applicable to Northland.

5. The following sentence shall be added to paragraph 11 on page 4 of the Agreement:

"This Agreement and the grant of easement granted herein insofar as Northland is concerned is expressly made subject to that certain ground lease dated April 1, 1919 between the Diocese of Saint Paul as lessor and Hamm Realty Company as lessee with Northland being the successor in interest to Hamm Realty Company."

6. Paragraph 12 on page 4 shall be amended by deleting at the end of the sentence the period and inserting the following:

"except that the grant of easement by Northland shall be limited to only those days and hours during which the Hamm Building is open for business."

7. Notwithstanding anything to the contrary in paragraph 18 of the Agreement, Northland shall not be required to furnish and maintain casualty insurance on the skyway bridge but shall be required to furnish and maintain public liability insurance on the easement area granted by Northland in the amounts specified in paragraph 18 naming the City and HRA as additional assureds.

8. Paragraph 23 on page 6 is hereby amended as follows:

(a) On the second line after the word "DHC" insert ", Northland"; and

(b) On the third line after the word "DHC" insert

", Northland"; and

(c) Paragraph 23C is hereby deleted in its entirety and the following inserted in lieu thereof:

"C. In the event of the termination of the prime or ground lease for the parcels commonly known as the Daytons department store building, Wabasha Court or Hamm Building.

9. HRA, at its sole cost and expense, will undertake to have the easement area to the Hamm Building surveyed by a registered land surveyor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

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

By [Signature]

By [Signature]

CITY OF SAINT PAUL, MINNESOTA

By [Signature]

By [Signature]

WABASHA COURT ASSOCIATES

By [Signature]
Cyril Sheehy, Jr.

By [Signature]
William Sheehy

By [Signature]
Edward E. Parranto, Sr.

By [Signature]
Richard M. Parranto, Sr.

DAYTON HUDSON CORPORATION

By [Signature]

By [Signature]
Circuit

APPROVED AS TO FORM

[Signature]
TERRENCE J. GARVEY

THE NORTHLAND COMPANY (LAWYER BLDG)

By W. H. Hill (Signature)

By (Signature)

PORT AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA

By (Signature)

By Arthur N. Freeman

A G R E E M E N T

THIS AGREEMENT made and entered into this 31st day of January, 1978, by and between the terminated 2003

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA,
a public body corporate and politic,
(hereinafter referred to as the "HRA")

and

CITY OF SAINT PAUL, MINNESOTA, a
municipal corporation, (hereinafter
referred to as the "City")

and

WABASHA COURT ASSOCIATES, a general
partnership consisting of Cyril Sheehy,
Jr., William Sheehy, Edward E. Parranto,
Sr., and Richard M. Parranto, Sr.,
(hereinafter referred to as the
"Partnership")

and

DAYTON-HUDSON CORPORATION, a business
corporation organized and existing under
the laws of the State of Minnesota,
(hereinafter referred to as "DHC")

and

UNITED PROPERTIES, a division of the
Northland Company, owners of the Harkn
Building, (hereinafter referred to as
"United Properties")

and

PORT AUTHORITY OF THE CITY OF SAINT PAUL,
MINNESOTA, a public body corporate and
politic, (hereinafter referred to as
the "Authority")

WITNESSETH:

WHEREAS, the City and the HRA through the Downtown Urban Renewal
Project, Minn. R-20, undertook to develop a pedestrian skyway system
within the Downtown central business district, (hereinafter the
"Skyways"); and

WHEREAS, the City, pursuant to Chapter 764 of the Laws of Minnesota
1973, is authorized to operate a pedestrian skyway system; and

WHEREAS, an extension of the pedestrian skyway system over
Wabasha Street from the Daytons department store to Wabasha Court
has been approved for funding as part of the Community Development
revenue sharing Year II Block Grant Program; and

WHEREAS, DHC is the owner of Daytons department store; and
WHEREAS, Dayton Development Company, a wholly owned subsidiary
of DHC, is the owner of the Wabasha Court Building; and

WHEREAS, DHC is in the process of selling the Wabasha Court
Building to the Partnership; and

WHEREAS, DHC and the Partnership desire the construction of
said skyway bridge between the aforesaid buildings; and

WHEREAS, the City by Ordinance No. 16145 granted the HRA
permission to construct and operate a skyway bridge across Wabasha
Street, which Ordinance is attached hereto as Exhibit "A" and made
a part hereof by reference; and

WHEREAS, a private connector to the skyway system will be built
through the Hamm Building to Wabasha Court; and

WHEREAS, the Hamm Building will derive a benefit from direct
access to the skyway system; and

WHEREAS, substantial public monies will be expended for the
construction of the skyway bridge over Wabasha Street between the
Daytons department store building and the Wabasha Court Building; and

WHEREAS, the Authority will acquire from the Partnership all
of its rights and interest in the Wabasha Court Building and lease
the same (under an agreement "the lease") back to the Partnership
in connection with the issuance of industrial development revenue
bonds of the Authority to finance the acquisition and development
of the Wabasha Court Building.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES:

1. This Agreement is subject to the aforesaid Ordinance No.
16145 as adopted by the Council of the City of Saint Paul.

2. The HRA agrees to construct a skyway bridge connecting the
Dayton's department store and the Wabasha Court Building in accordance
with plans and specifications prepared by the HRA/Hammel, Green
Abramson dated 12-13-76 also known as Contract No. 76-214 and approved
by DHC. Said bridge shall include support structures and related
mechanical/electrical equipment for heating, cooling, lighting and
drainage tied into abutting buildings; glass doors at the Dayton's
end of the skyway bridge; finishing at bridge ends; and insulated
glass to the extent glass is used to enclose said skyway bridge.

3. The partnership, DHC and United Properties agree to make the necessary improvements in their respective buildings to accommodate the skyway system and included in said improvements shall be an escalator in the Wabasha Court Building from the skyway level to the street level and a new stair in the Hamm Building from the skyway level to the ground floor lobby at St. Peter Street.

See Amendment dated 2/1/78

* 4. The Authority and United Properties hereby agree to grant to the City a permanent public easement through their respective buildings in accordance with the plans to be developed.

See Amendment dated 2/1/78

5. Said easement for the Authority and United Properties shall be at least twelve (12) feet in width. In the Wabasha Court Building it shall traverse from the Wabasha Street property line of said building, at the skyway bridge over Wabasha Street, through the second floor to the Hamm Building property line, to the Grace Building property line and also over the escalator to the ground floor and thence to a public sidewalk. In the Hamm Building, the easement shall traverse from the Wabasha Court/Hamm Building property line and through the Hamm Building over stairs to the ground floor and thence to the public sidewalk.

6. This Agreement and the grant of easement granted herein insofar as the Authority is concerned, is expressly made subject to that certain ground lease dated June 10, 1916 by and between the Diocese of St. Paul, Lessor, and the Plateau Realty Company, a corporation, Lessee, filed with the County Recorder in and for Ramsey County, Minnesota, in Book "X" of Leases, page 84.

HAMM Bldg on Skyway LEASE

* 7. DHC hereby agrees to grant to the public, subject to the terms and conditions hereinafter set forth, a permanent public easement for the limited purpose of pedestrian passageway through the Dayton's department store, in accordance with the plans to be developed.

8. The easement area through the Dayton's department store shall be at least eight (8) feet in width (except those widths limited by escalators) and shall traverse from the property line at the skyway bridge over Sixth Street to the property line at the skyway bridge over Wabasha Street and shall traverse over the escalator to the ground floor, Wabasha Street level, thence to a public sidewalk.

9. The said grant of easement by DHC shall be limited to only those days and hours during which the Dayton's department store is open for business.

10. The grant of easements herein by DHC and the Authority (hereinafter referred to as "Grantors") shall be subject to the right of Grantors to change the location of the easement areas conditioned upon the grant of a new easement which shall permit the continuity of the pedestrian concourse 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 HRA and the City, and, on the further condition, that said new easement area shall be surveyed by a registered land surveyor. Said approval by the HRA and the City shall not be unreasonably withheld.

11. This Agreement and the grant of easement granted herein insofar as DHC is concerned is expressly made subject to that certain ground lease dated February 1, 1972, by and between Eighth Street Development Company, Landlord, and Dayton Hudson Corporation, Tenant.

12. All parties agree that the skyway bridge adjoining the Dayton's store and Wabasha Court will be open during the store hours of Dayton's,

13. The Authority and DHC, and/or their respective successors in interest shall cause the electrical and mechanical facilities in the bridge to be maintained and operated at their sole cost and expense and (as hereinafter qualified) shall cause the bridge to be repaired and maintained and shall cause the bridge to be kept reasonably clean and free of litter or debris. DHC and the Authority and/or their respective successors in interest further agree to cause the necessary repairs and maintenance of the skyway bridge and its integral parts to be provided at their sole cost and expense (as hereinafter qualified) and at no expense to the City or the HRA. Such maintenance shall include, but not be limited to, window, floor and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; lightbulb replacement and light fixture cleaning. The Partnership and its successors in interest shall assume under the "lease" all of the obligations of the Authority set forth in this paragraph, and so long as the Partnership or its successors in interest or any other lessee under

a new lease of the Wabasha Court Building from the Authority remains obligated to perform the obligations, the Authority shall and is hereby relieved of said obligation.

14. DHC and the Partnership shall enter into an agreement for sharing the maintenance costs and operating and repairing costs for said skyway bridge and its related equipment.

15. If the Partnership and DHC fail to adequately maintain, repair and operate the skyway bridge to a reasonable standard of safety, or shall fail to undertake maintenance or repair of the system thirty (30) days after receipt of written demand thereof by the City to do so, the City may direct that the necessary maintenance and operating tasks be completed and that the cost for said maintenance and operating expenses shall be assessed to the defaulting parties.

16. Insurance for hazard and liability shall be a maintenance cost to be assumed by the Partnership and DHC for the skyway bridge only and shall be shared in accordance with the agreement for the sharing of operating, maintenance and repair costs that DHC and the Authority shall enter into as herein provided.

17. Insurance for hazard and liability for the areas designated as easements for the skyway system shall be a maintenance cost to be assumed by DHC, the Partnership and the respective building owners. Except that the Authority's liability with respect thereto shall be and is hereby limited in the same manner as provided in paragraph 13 hereof.

18. DHC, the Partnership and United Properties shall furnish and maintain public liability and casualty insurance coverage with a duly licensed insurance company, wherein the City and the HRA shall be designated as co-insured, said insurance containing the following minimum coverages: For personal injuries, including death, \$500,000.00 for each occurrence; For property damage to the extent of \$200,000.00 in any single accident. Except that the Authority's liability with respect thereto shall be and is hereby limited in the same manner as provided in paragraph 13 hereof. The casualty insurance shall have an all risk or physical loss coverage in the amount of the full replacement cost for the bridge

19. The location of directional and other signs that may be installed in the skyway system in the aforesaid buildings shall be determined jointly by the HRA and the respective building owners except that the Partnership or its successors in interest may act in lieu of the Authority.

20. The purchase and installation of the signs shall be borne by the HRA. The costs of operating, maintaining, and repairing the signs shall be borne either individually by the party on whose property the sign is located, or as to those signs located in the skyway bridge, jointly by those parties to whose buildings the bridge attaches. If the location of the easement is changed, the signs shall be moved accordingly, and the cost of moving and installing signs to a new easement area shall be borne by the respective property owners. If the sign moving requires a change in the sign face this shall be done at the property owners expense and consistent with the graphic system established for skyway signs. The liability of the Authority under this paragraph shall be and is hereby limited in the same manner as provided in paragraph 13 hereof.

21. The skyway bridges which are the subject of this Agreement shall not be operated for the purpose of advertising the name of products or business of any of the Grantors or others; provided, however, nothing herein contained shall prevent the installation and maintenance of the aforementioned directional signs or signs identifying the building names.

22. All construction by HRA and/or the City of the skyway bridge shall be done in a workmanlike manner, utilizing materials of reasonable quality and the City and/or the HRA shall comply with all applicable building codes and regulations.

23. Notwithstanding anything to the contrary herein the easement given or to be given by ^{to NORTHLAND} DHC and the Authority shall terminate as ^{to NORTHLAND} to DHC and the Authority, respectively upon the happening of any of the following events:

- A. In the event the pedestrian concourse system within their buildings is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building in, upon and over which the easement areas are located shall be substantially destroyed or demolished and such building shall not be repaired or reconstructed.

- C. In the event of the termination of the prime or ground lease for either of the parcels commonly known as the Daytons department store building or Wabasha Court. *See attached 2/1/78*
- D. Twenty Five (25) years from the date of this Agreement.

24. The 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 bridge.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed as of the day and year first above written.

APPROVED AS TO FORMS

In the Presence of:
Albion Jensen
Ann Marie Lassard
[Signature]

HOUSING AND REDEVELOPMENT AUTHORITY
 OF THE CITY OF SAINT PAUL, MINNESOTA
 BY *[Signature]*
 BY *Victor J. Adams*

In the Presence of:
[Signature]
Ann Marie Lassard

CITY OF SAINT PAUL, MINNESOTA
 BY *George Salina*
 BY *Barney Karl*

In the Presence of:
[Signature]
Ann Marie Lassard

WABASHA COURT ASSOCIATES
 BY *Cyril Sheehy, Jr.*
 BY *William Sheehy*
 BY *Edward E. Parranto, Sr.*
 BY *Richard M. Parranto, Sr.*

In the Presence of:
[Signature]
[Signature]

DAYTON HUDSON CORPORATION
 BY *[Signature]*
 Attest
 BY *William P. White*
 Clerk

In the Presence of:

Betty A. Schilling
Julianne P. Hughes

UNITED PROPERTIES, INC.

BY Robert M. Stuch
BY William J. [unclear]

In the Presence of:

Wm. J. [unclear]
Russell P. Brown

PORT AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA

BY Wm. J. [unclear]
BY Arthur N. [unclear]

EXHIBIT "A"

Council File No. 193198—Ordinance No. 18145 — By Ruby Hunt—

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING INTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE AN OVERHEAD PEDESTRIAN PASSAGEWAY ACROSS WABASHA STREET BETWEEN THE INTERSECTION THEREWITH OF SIXTH STREET AND SEVENTH STREET, PUBLIC LIMITS OF THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL, SAID OVERHEAD PEDESTRIAN PASSAGEWAY EXTENDED FROM THE DAYTON'S DEPARTMENT STORE BUILDING ON THE EAST SIDE OF WABASHA STREET TO THE WABASHA COURT BUILDING ON THE WEST SIDE OF WABASHA STREET.

The Council of the City of Saint Paul Does Ordain:

SECTION 1

That permission and authority hereby are granted to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota

Corporation and/or its successors in interest to construct, maintain and operate an overhead pedestrian passageway across Wabasha Street between the intersection thereof with Sixth Street and Seventh Street, public streets within the corporate limits of the City of Saint Paul. Said overhead pedestrian passageway to be extended from the Dayton's Department Store Building on the east side of Wabasha Street to the Wabasha Court Building on the west side of Wabasha Street.

SECTION 2

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

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 Saint Paul, Statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain, and operate said overhead pedestrian passageway hereunder;

b. That said permittee shall pay the costs for the publication of this ordinance;

c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works because of this undertaking, said costs are estimated as a sum of Six Hundred Dollars (\$600.00) and shall be accounted for under Department of Public Works Project No. 1078;

d. That said permittee shall furnish the Department of Public Works all documents of record that are a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, sum of contract, "as built" plans, tracings and tracings of shop plans;

e. That said permittee and/or its successors in interest shall construct said overhead pedestrian passageway entirely at its own expense and to the satisfaction of the Director of Public Works and in accordance with the approved plans and specifications marked Contract No. 76-214 of the City of Saint Paul, Minnesota, said plans on file in the Department of Public Works. Such construction shall be made in strict compliance with the American Association of State Highway Officials (A.A.S.H.O.) 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, 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 other expenses therefor Casualty Insurance Coverage, with a duty licensed Casualty Insurance Company to the extent of Five Hundred Thousand Dollars (\$500,000.00) for injury to any person and/or persons in any single incident, and to the extent of Two Hundred Thousand Dollars (\$200,000.00) for damage to property in any single incident, indemnifying the City of Saint Paul against liability on account of all claims of third persons for injury to personal and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structures hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul;

g. That said permittee shall not proceed with construction unless and until said permittee shall have fully complied with the provisions regarding insurance and indemnification contained in the Department of Public Works, City of Saint Paul, "Standard Supplemental Specifications for Highway Construction" dated September 1, 1976, Section Number 1205.2. 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 1205.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction" dated September 1, 1976 is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim;

h. That said permittee and/or its successors in interest, shall among other things, at their own cost and expense, make adequate and effective provisions therefor and drain all moisture, rain and snow which shall accumulate thereon by proper devices through said overhead pedestrian passageway and in a manner so that the blowing and/or spilling of same on any part of said section of said Wabasha Street shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate said pedestrian bridge at its sole cost and expense in a safe condition for pedestrian travel, such maintenance shall include, but shall not be limited to, window, floor and metal trim cleaning, polishing, and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within each bridge to maintain temperature comparable to that normally maintained within heated and air-conditioned rental office spaces;

EXHIBIT "A"

1. That said permittee and/or its successors in interest shall at all times construct and maintain the supports of said overhead pedestrian passageway entirely within the lines of the subject private real estate and entirely without public street rights-of-way.

J. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of said overhead pedestrian passageway shall make necessary the closing of Wabasha 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 thereof of any advertisement or display shall be deemed prohibited by this Ordinance.

L. That said permittee and/or its successors in interest shall, as aforesaid, at all pertinent times, in the construction, maintenance, and operation of said overhead pedestrian passageway hereunder, provide respectively a vertical clearance of at least 17 feet, 2 1/2 inches between and throughout the course of the bottom of said structure and the surface of said section of said Wabasha Street, except as altered by the City's future street work.

M. That said permittee expressly agrees to comply with Chapter 215 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 hereunder and in accordance with the requirements hereof 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 (a) below.

O. That said permittee shall notify the Bridge Engineer of the Department of Public Works before and when construction has been completed to allow for a final inspection.

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 the period of ten (10) days next 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, the Dayton Hudson Corporation and Sheehy Properties, Inc. respecting the aforesaid pedestrian passageway over Wabasha Street, 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 Dayton Hudson Corporation and Sheehy Properties, Inc. shall be responsible for paying the premiums for insurance of said overhead pedestrian passageway and shall also be responsible for providing the maintenance and operation of said overhead pedestrian passageway.

S. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the Dayton Hudson Corporation and Sheehy Properties, Inc. said permittee's successors in interest shall furnish and deliver into the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00), 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, repair or replace the overhead pedestrian passageway to a reasonable standard of safety, or fail to remove said overhead pedestrian passageway upon order by the Council, the City of Saint Paul may undertake the maintenance, repair, replacement or removal thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in force and effect as long as said overhead pedestrian passageway or any part thereof remains in that portion of Wabasha Street as shown on 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 the bridges, before any such

work may be carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department, showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same.

U. That said permittee shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer 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.

Adopted by the Council December 23, 1975.

Yeas -- Councillmen Butler, Hoza, Hunt, Roedler, Sylvester--5.
Nays--0.

Approved December 23, 1975.

GEORGE LATIMER
Mayor
(December 31, 1976)