

**AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE OVER WABASHA STREET
BETWEEN SEVENTH PLACE AND SEVENTH STREET AND
ASSOCIATED PEDESTRIAN CONCOURSES**

**MINNESOTA CHILDREN'S MUSEUM BUILDING
MINNESOTA WORLD TRADE CENTER
CITY OF SAINT PAUL
HOUSING AND REDEVELOPMENT AUTHORITY OF
THE CITY OF SAINT PAUL**

1994

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EXHIBIT A - GRANT OF EASEMENT

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of the SAINT PAUL SKYWAY SYSTEM, ADOPTED
MARCH 10, 1987

SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1994, by and among the CITY OF SAINT PAUL, a Minnesota municipal corporation, hereinafter referred to as the "CITY"; the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic under the laws of Minnesota, hereinafter referred to as the "AUTHORITY"; and BROOKFIELD TRADE CENTER, INC. a Minnesota corporation, and PETULA ASSOCIATES LTD., an Iowa corporation, hereinafter referred to as "BTC/Petula", and The Children's Museum, Incorporated, d/b/a MINNESOTA CHILDREN'S MUSEUM, a Minnesota Non-profit corporation, herein after referred to as "MCM".

WITNESSETH:

WHEREAS, the City of Saint Paul and the Authority, 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, BTC/Petula has developed Block 26 pursuant to a Public/Private Agreement for Land Sale and Development ("Development Agreement") dated July 3, 1985, which Development Agreement provides for certain undertakings with respect to the construction and extension of the System, said development and structures thereon to be referred to collectively as "World Trade Center";

WHEREAS, the City is the Owner of the North half of Block 25, and leases the property to MCM, and MCM is developing the North half of Block 25 pursuant to a Development and Tax Increment Financing Agreement ("TIF Agreement") dated December 1, 1991, as amended, which TIF Agreement provides for certain undertakings with respect to the construction and extension of the System, said development and structures thereon to be referred to collectively as "Children's Museum", and for purposes of this Agreement, references to MCM as owner shall apply to the City or MCM, as their rights and obligations are set forth in the lease between the two parties; and

WHEREAS, this Agreement touches and concerns the real property, described as follows in Exhibit C attached hereto; and

WHEREAS, BTC/Petula, MCM, and the City agree to the construction by the Authority of a skyway pedestrian bridge across Wabasha Street from the World Trade Center to the Children's Museum (sometimes referred to herein as the "bridge" or the "skyway bridge"); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the World Trade Center to the skyway bridge across Wabasha Street and to the Children's Museum and declare their intention to so extend the System; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of the World Trade Center and the Children's Museum; and

WHEREAS, all parties hereto are desirous of the construction of the skyway bridge over Wabasha Street; and

WHEREAS, substantial public monies will be expended for the design and construction of the skyway bridge connecting the World Trade Center with the Children's Museum; and

WHEREAS, a benefit will inure to the respective property owners by virtue of being linked to the System;

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

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The Authority has designed and agrees to cause to be constructed a skyway bridge connecting the World Trade Center with the Children's Museum in accordance with City-approved plans and specifications prepared by The Alliance, the architectural firm which designed the skyway bridge, and reviewed by BTC/Petula, MCM and approved by the Authority. The Authority will construct all mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract. BTC/Petula shall provide the support structure for the bridge end at the point of entry into the World Trade Center. MCM shall provide the support structure for the bridge at the point of entry into the Children' Museum.

Following substantial completion of the bridge, the Authority shall provide to BTC/Petula a statement (in reasonable detail and containing copies of all relevant contracts, invoices, lien waivers, and statements) showing the total design and construction costs for said skyway bridge and/or its related appurtenances. The City will assess fifty percent (50%) of the total bridge construction cost, including but not limited to designing, engineering, and construction costs, including all change orders, incurred and expended for said bridge to the BTC/Petula real property (both land and buildings) described herein as the World Trade Center. The rate of such assessment shall be determined by the City, at the prevailing interest rate for similar public improvements such as streets and for a period of 20 years, but BTC/Petula hereby waives normally applicable statutory, Charter or ordinance provisions. In connection with the inclusion of all such unpaid amounts in the

said assessment roll, BTC/Petula for itself and for its successors and assigns, hereby waives and releases all rights, remedies, protections, procedures or benefits accruing to them under Chapters 13 and 14 of the St. Paul City Charter, Chapter 64 of the St. Paul Administrative Code, Chapter 429 of the Minnesota Statutes, and any other law, rule, statute, ordinance or regulation relating to assessments or their collection. Such waiver and release includes and applies (without limitation implied by the following specification) to notice, hearing and any other opportunity to be heard, appeal and/or other appellate rights, trial de novo, and any lack of compliance by any officer, agent, employee, board or Council of the City with the requirements or provisions of a constitution, statute, charter or ordinance on or related to assessments. The foregoing waiver and release shall not be construed to be amended or modified in any respect if the assessment hereunder is included in some or all of the normal or customary assessment procedures of the City. BTC/Petula, for itself and for its successors and assigns, agrees that the skyway bridge and its related appurtenances and support structures are public improvements and benefit its building(s) and land.

2. Support Structures for the Bridge Within Buildings Over Private Property. BTC/Petula shall pay all of the costs for the provision of necessary bridge support structures in the World Trade Center as provided above. MCM shall pay all of the costs for the provision of necessary bridge support structures in the Children's Museum as provided above.

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 (including HVAC) of the bridge shall be tied into the respective systems of the World Trade Center, which systems shall be of sufficient capacity to serve the bridge. The said skyway bridge shall also include finishing at skyway bridge ends, an independent pier support inclusive of finishes, a custom ceiling, carpeted floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and automatic sliding glass doors at both ends of the bridge. The bridge costs in this paragraph, including the costs of work in the World Trade Center as described in this paragraph, are a part of the total design and construction costs for the bridge and therefore shall be split on a 50/50 basis between the Authority and BTC/Petula.

4. Authority's Assignment of Warranties. The Authority 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 owner of the World Trade Center and the Children's Museum building, and upon request shall assign such warranties to them upon approved contract completion without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or

others arising from faulty design or construction of the skyway bridge. Authority agrees to assign to BTC/Petula and City upon request all warranties on machinery and equipment, if any, installed in connection with the bridge construction, without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims which may later be asserted against the vendors or others arising from faulty design or manufacture of such machinery and equipment.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

5. Concourse Access. BTC/Petula shall at its expense construct pedestrian concourses, and for vertical access facilities to the bridge in the World Trade Center in accordance with this Agreement, the Development Agreement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, as may be amended or replaced. The costs incurred by BTC/Petula to construct pedestrian concourses can, at the request of BTC/Petula, be paid by the Authority and assessed to BTC/Petula as provided in Section 1 above. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be described and shown on Exhibits B and C attached hereto. MCM shall at its expense construct pedestrian concourses, and for vertical access facilities to the bridge in the Children's Museum in accordance with this Agreement, the Development Agreement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, as may be amended or replaced. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be described and shown on Exhibits B and C attached hereto. The parties hereby acknowledge the existence of required concourse access.

6. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the World Trade Center to the skyway bridge, and access thereto, shall be borne by BTC/Petula. These costs incurred by BTC/Petula can, at the request of BTC/Petula, be paid by the Authority and assessed to BTC/Petula as provided in Section 1 above. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the Children's Museum to the skyway bridge, and access thereto, shall be borne by MCM.

EASEMENTS AND HOURS

7. Grant of Easement and Hours. BTC/Petula hereby agrees to grant to the City of Saint Paul a public easement for the pedestrian skyway system through the World Trade Center located in accordance with Exhibits B and C attached hereto. MCM hereby agrees to grant to the City of Saint Paul a public easement for the pedestrian skyway system through the Children's Museum building located in accordance with Exhibits B and C attached hereto. Said

easements to be granted shall be in the form attached hereto as Exhibit A. When not open to the public, the skyway bridge shall be closed at the east end at the World Trade Center.

8. Children's Museum and World Trade Center Building Descriptions. The new public easements through the Children's Museum and World Trade Center Buildings shall be in accordance with Exhibits B and C, located as described therein, and affording connections with skyway bridge over Wabasha Street.

9. 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.

10. Easement Survey. The Authority shall at its expense cause the initial easements to be more particularly described by a registered land surveyor following completed construction of the public concourse access areas.

11. Easements Public and Subject to Law. BTC/Petula and MCM agree that the pedestrian concourse within the easements herein described and the adjacent access easements 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, except as modified by the easement attached hereto as Exhibit A, to be signed by the parties.

12. Waiver of Share in Damages. The City and Authority hereby waive 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 Children's Museum and/or World Trade Center Building by condemnation or under the threat of condemnation. Said waiver applies to the easements through the properties but not to the skyway bridge, its supports, or its end portions within respective air rights easements. Said waiver does not apply to the City with respect to its ownership rights in the Children's Museum parcel.

13. 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.

OPERATION, MAINTENANCE AND REPAIR

14. Authority Transfer of Plans, Drawings, Etc. The Authority shall transfer to BTC/Petula and City copies of all plans, specifications, drawings, operating manuals, written warranties, etc., and any other documents necessary or useful in the maintenance, repair and operation of the structure and the

electrical, drainage, and HVAC facilities in and serving the skyway bridge.

15. Scope of Maintenance; Approval of Modifications. MCM and BTC/Petula further agree 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 their sole expense, without cost to the City. Such maintenance shall be to a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, ceiling, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Except for routine repairs and replacement or when an emergency situation requires rapid action, City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge, 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 the part of the City to approve or disapprove such plans or specifications, whether preliminary or final, within 30 calendar days following receipt of such plans and specifications shall be deemed approval.

16. MCM and BTC/Petula Agreement to Maintain. MCM and BTC/Petula hereby agree to share equally the maintenance, operation and repair costs and responsibilities for the skyway bridge, its integral parts and related equipment, all as more fully described in Section 15 hereof. The actual maintenance, operation and repair shall be performed by BTC/Petula and MCM shall reimburse BTC/Petula for one-half the actual cost thereof, without mark-up by BTC/Petula for administrative overhead. BTC/Petula shall prepare an annual budget estimate and submit it for approval to MCM by November 1 of each year. If MCM objects to any item of the budget, such objection shall be made in writing to BTC/Petula within 30 days of receipt of the budget. BTC/Petula and MCM agree to use their best efforts to develop a budget approved by both parties. To the extent that the budget is approved, BTC/Petula need not seek further approval from MCM of expenditures covered by the budget. If actual expenditures are less than budgeted at the end of any calendar year, BTC/Petula shall refund the overpayment to MCM within 30 days. If expenditures during the calendar year are greater than the amounts budgeted, BTC/Petula shall so notify MCM as soon as the anticipated overages are known to BTC/Petula, and BTC/Petula and MCM shall use their best efforts to agree on a new proposed budget. Any underpayments remaining at the end of any calendar year shall be paid by MCM within 30 days of receipt of a statement from BTC/Petula, if not disputed in accordance with this Section. The budgeted costs shall be billed to MCM no more often than monthly, and shall be paid by MCM to BTC/Petula within thirty (30) days of the date of billing. It is agreed that BTC/Petula will provide all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge with the costs of such systems and equipment to be shared according to paragraphs 1, 3, 5, and 6 above. BTC/Petula

hereby agrees to maintain accurate books and records of the skyway costs and shall make them available to MCM and Authority at their requests. In the event that any item of maintenance, repair, or replacement shall be estimated to cost \$5,000 or more, BTC/Petula shall notify MCM in writing, and the written notice shall be accompanied by written proposals and other reasonable supporting documentation regarding the proposed work. MCM shall approve or object to the proposal in writing within ten days of receipt of the written notice from BTC/Petula, except in an emergency, when BTC/Petula shall give at least telephonic notice as soon as possible, and shall follow the telephonic notice with written notice and invoices and/or proposals, if possible. Lack of action on the part of MCM shall be deemed approval. If MCM objects to the proposal, MCM and BTC/Petula shall work together to agree on plans for the maintenance, repair, or replacement proposed by BTC/Petula. Any dispute can be arbitrated in accordance with the terms of Section 25 of this Agreement.

If BTC/Petula fails or refuses to maintain, repair, or replace items for the skyway bridge as requested by MCM or as required to maintain the skyway bridge according to the standards of the governing City ordinance, MCM may, at its option, and after ten (10) days' written notice to BTC/Petula, perform the maintenance, repair, or replacement and charge one-half of the cost to BTC/Petula. BTC/Petula shall pay such costs billed to BTC/Petula within thirty (30) days of billing from MCM.

If either MCM or BTC/Petula fails or refuses to pay any costs billed according to this Section, and (a) does not object to such costs within thirty (30) days of billing from the other party, or (b) after agreement between the parties, or (c) after a resolution of any disputes by arbitration; the party seeking reimbursement may request payment from the City. If the City pays the requesting party, the City may assess or recover the costs from the surety bond furnished by the defaulting party as required by Section 20 below.

Any dispute, controversy, or claim arising under this Section, if not resolved between the parties, shall be resolved in accordance with Section 26.

17. Maintenance of the Concourse and Carpet. MCM hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Children's Museum Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse; and similarly BTC/Petula agrees with respect to the new pedestrian concourse on and within the World Trade Center. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, City shall be furnished with both preliminary and final plans and specifications for all additions, 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 work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final within 30 calendar days after receipt of such plans and specifications shall be deemed approval. If MCM and/or BTC/Petula uses or installs carpet or other less durable flooring material for concourse corridors, such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined by the City, MCM and BTC/Petula for the corridors, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld. Lack of action on the part of the City to approve or disapprove such new carpet or other material within 30 calendar days after receipt of request for approval shall be deemed approval.

18. Failure to Maintain, Remedies. If MCM or BTC/Petula fail to adequately maintain, repair and operate the said skyway bridge or any of them fail to adequately maintain, repair and operate the pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the defaulting party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost by City for said maintenance, repair and operation may be assessed to and shall be paid forthwith by the defaulting party or their sureties as applicable; provided, however, that the City retains the right to assess such costs against either defaulting party or both as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the City cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the City to such time as may be reasonable for curing the condition. If there is a default by either party because of failure to adequately maintain, repair, and operate the skyway bridge, the City shall give notice to both BTC/Petula and MCM of such default.

19. 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 as may be permitted under Section 140.06 of the St. Paul Legislative Code. Permanent store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of the City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. Plans for all permanent signage shall be submitted to City prior to sign construction and installation, and the City shall approve such plans if such signage is comparable to that existing elsewhere in the System, is not confusingly similar to the skyway directional signs, and is consistent with good design practices. Lack of action on the part of the City to approve or disapprove of signage

plans within 30 calendar days after receipt of the signage plans shall be deemed approval.

SURETY BONDS AND INSURANCE

20. Surety Bond; Contractor's Insurance. BTC/Petula and MCM shall each furnish and maintain, or cause to be furnished and maintained, a surety bond in the amount of \$100,000 for the skyway bridge to and in favor of the City, as obligee, conditioned that said entity shall indemnify and hold harmless the City against all expenses and liability on account of all costs, claims, suits, and judgments arising out of or connected with the maintenance, operation and repair of the skyway bridge, its integral parts and related equipment, and further conditioned upon the respective property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair 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 Finance and Management Services for the City. If after notice provided in this Agreement of a default arising out of failure to adequately maintain, operate, and repair the skyway bridge, and failure to cure the default within the time specified in the notice, the City may at its option demand payment from the bond of the defaulting party in an amount reasonably required to cure the default.

The cost of furnishing the bonds shall be borne separately by BTC/Petula and MCM and shall not be included in shared skyway expenses.

The Authority shall procure from the general contractor and provide to the parties upon request, 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, MCM, and the City as additional insureds.

21. Skyway Hazard, Liability Insurance Cost Shared. Insurance required by paragraph 23 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by BTC/Petula and MCM.

22. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the areas designated as easements for access and the pedestrian concourse shall be a maintenance cost to be assumed respectively by MCM and BTC/Petula for the portions of the pedestrian concourse located within their respective properties.

23. Amount of Insurance. BTC/Petula shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, with a duly licensed insurance company, wherein the City, the Authority, and MCM shall be designated as additional

insured, said insurance containing the following minimum coverages: "all risks" casualty insurance, for the amount of the full replacement cost of the skyway bridge as reasonably determined by the City from time to time; and \$1 million combined single limit for commercial general liability. Such minimum amounts shall be subject upon 60 days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof.

DAMAGE OR DESTRUCTION

24. Casualty in Skyway and Adjoining Buildings. To the extent allowed under mortgages, leases, and other contracts of the building owners, in the event of damage to either the World Trade Center or the Children's Museum in which less than 50% of either building is damaged by fire or other casualty, the owner of the damaged building shall rebuild the building if economically feasible as soon as possible, and this Agreement shall continue in full force and effect. To the extent allowed under mortgages, leases, and other contracts of the building owners, if 50% or more of either the World Trade Center or the Children's Museum is damaged by fire or other casualty, the owner of the damaged building may, at its option, elect not to repair or replace the building, and this Agreement shall terminate as of the date of damage or destruction. If the owner of the damaged building elects to rebuild, the owner must notify the other building owner of such election within 60 days. The reconstruction shall be completed as soon as possible, and this Agreement shall remain in full force and effect. If the skyway bridge is damaged by fire or other casualty, it shall be rebuilt from insurance proceeds, and to the extent that additional funds are required for reconstruction, the costs shall be shared equally by BTC/Petula and MCM. Any plans for reconstruction shall be reviewed by BTC/Petula and MCM, and shall be approved by the City. BTC/Petula and MCM may request that any costs be paid by the City and assessed to the respective parties. If BTC/Petula, MCM, and the City all agree that the skyway should not be rebuilt, the insurance proceeds shall be divided between the parties who have contributed to the cost of construction, and to the extent that BTC/Petula or MCM have assessments outstanding, the share of each party with an outstanding assessment shall be applied to pay the assessment, and any remaining amounts of the share paid to that party. During reconstruction, any payments required under this Agreement shall abate.

DIRECTIONAL SIGNS

25. Approval, Cost of Signs. The location of directional or other skyway signs that may be installed in the pedestrian concourse herein shall be determined by the City. The cost of signs and installation, including electrical connections and mounting hardware (pendants, or ceiling channel, and support above ceiling), shall be considered part of the cost of construction of the concourse, the liability for the payment of which shall be

governed by paragraphs 5 and 6 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose properties or leaseholds (for) such signs are located. If the location of the pedestrian concourse public easement is changed, the said signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by the City unless the change has occurred at the request or by the action of the party on whose property or leasehold said signs are located, in which event such party or lessee shall pay all such costs. If the sign moving requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for skyway signs, and the cost of such change shall be borne as provided in the immediately preceding sentence. The City shall be responsible for adding Children's Museum Skyway to the System maps that it provides to skyway System users.

BINDING OBLIGATIONS

26. Dispute Resolution. Any dispute, controversy, or claim arising out of or in connection with this Agreement not in excess of a cumulative aggregate sum of \$20,000 shall be determined and settled by arbitration in St. Paul, Minnesota, pursuant to the rules then in effect of the American Arbitration Association as modified by this paragraph. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court having competent jurisdiction. The party submitting such dispute shall request and the American Arbitration Association or a successor organization shall (i) appoint one neutral arbitrator knowledgeable in the area of commercial matters; (ii) direct the arbitrator to follow substantive rules of law and the Minnesota Rules of Evidence; (iii) allow for the parties to conduct discovery pursuant to the rules then in effect under the Minnesota Rules of Civil Procedure for a period not to exceed sixty (60) days; (iv) require the testimony to be sworn and transcribed; and (v) require the award to be accompanied by findings of fact and a statement of reasons for the decision. All costs and expenses, including attorneys' fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this paragraph shall be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties shall share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, all parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved.

27. Subject to City Codes. 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 they are applicable by force of law.

28. Successors and Assigns Bound. 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 or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

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

30. 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) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the owner (seller) contained in this Agreement thereafter to be performed. For the purposes of this paragraph, "owner" shall include, but not be limited to lessors, lessees, sublessors and sublessees.

31. Effective Date of Obligations - Skyway. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to MCM and BTC/Petula, the obligations and duties contained in paragraphs 20, and 23 herein above, as to said skyway bridge, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

32. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to MCM and BTC/Petula. Seven (7) days thereafter the obligations and duties contained in paragraphs 20 and 23 herein above, as to said pedestrian concourse, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

33. 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: City of Saint Paul
Director
Department of Planning and Economic Development
Thirteenth Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

HRA of the City of Saint Paul, Minnesota
Executive Director
13th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

City of Saint Paul
Director, Department of
Finance and Management Services
Room 290, City Hall
St. Paul, Minnesota 55102

- b. To: Minnesota Children's Museum
1217 Bandana Boulevard North
Saint Paul, Minnesota 55108
Attention: Vice President, Finance
- c. To: Brookfield Trade Center Inc.
2270 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101

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

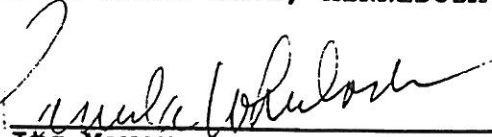
SAVINGS CLAUSE

34. Skyway Policy Pertinent. The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, attached hereto as Exhibit D, is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and concourse areas constructed pursuant to this Agreement. In the event any provision of the General Policy Statement conflicts or is inconsistent with this Agreement, this Agreement shall supersede and be controlling.


35. Captions, Headings, or Titles. All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation or enlargement of the scope of the particular paragraphs or sections to which they apply.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By 
Its Mayor

Approved as to form


Assistant City Attorney

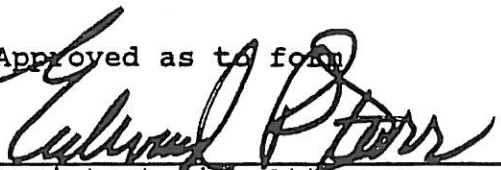
By 
Its Director, Department of
Finance and Management 4/20/95
Services

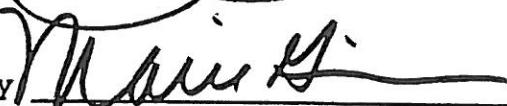
 Josephier Brown 4/19/95
Human Rights Director
by 

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

By 
Its _____

Approved as to form


Assistant City Attorney

By 
Its _____

THE CHILDREN'S MUSEUM, INCORPORATED
d/b/a Minnesota Children's Museum

By 
Its Chairperson

By 
Its President

BROOKFIELD TRADE CENTER, INC.

THOMAS M. CLAIRMONT

By Thomas M. Clairmont
Its VICE PRESIDENT

FRANCIS P. HALM

By Francis P. Halm
Its SECRETARY

PETULA ASSOCIATES LTD. (8)

By Michael S. Duffry 2/3/95
Its MICHAEL S. DUFFRY
VICE PRESIDENT

CMM172664.agt

PETULA ASSOCIATES LTD.

By Stanley K. Gibson 2/3/95
ITS STANLEY K. GIBSON
VICE PRESIDENT

EXHIBIT A

GRANT OF EASEMENT

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

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the City of Saint Paul, Minnesota, the Housing and Redevelopment of the Authority of the City of Saint Paul, Minnesota, and Grantor, to grant to the City of Saint Paul, an easement for purposes of pedestrian ingress, egress and transit (all as described below) through Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

NOW, THEREFORE, in pursuance of that Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for public pedestrian ingress, egress and transit, (all as described below), and through the Grantor's Property and the structures thereon, described as:

See Exhibit B, attached hereto and incorporated herein, the easement area subject hereto being crosshatched on said Exhibit B, all subject to amendment hereof at such time as "as built" surveys have been completed to more particularly and legally describe such easement area; all of which areas described and shown on Exhibit B shall be collectively referred to as the "easement area".

The easement area is expressly herein made subject to such reasonable policy regarding hours during which the easement must be closed for any part or all of the easement area within, on or over Grantor's Property, 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 pedestrian ingress, egress and transit, in and through the easement area granted to City herein, shall also be, and hereby is, made subject to such reasonable measures regarding temporarily closing part(s) or all of the easement areas within or on Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors and assigns, from time to time determine. This provision shall not diminish the City's right to, from time to time, exercise its policy powers unilaterally, by ordinance, concerning temporarily closing part(s) or all of the easement area, or concerning public conduct within the System, nor shall such agreed or legislated closing hours in any manner restrict the City's easement interest, but shall affect

only the public's rights to pedestrian ingress, egress and transit in the City's easement.

Notwithstanding anything to the contrary herein, the easement granted herein shall only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

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 (following as short a period of closing off the easement for construction purposes as is reasonably possible) 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 City of Saint Paul, such approval not to be unreasonably conditioned, delayed, or withheld, and, on the further condition that said new easement shall, upon request of the City, be surveyed and described by a registered land surveyor at the expense of Grantor.

Notwithstanding anything to the contrary herein, the easement granted herein shall be limited to the life of the improvements adjoining the skyway bridge, and shall terminate upon the happening of either of the following events:

A. In the event any easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.

B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced Grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area, and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, the 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 shall be responsible for providing for the cost of any repairs, improvements and to the extent required herein replacements of the easement area as described herein, it being understood that the aforesaid covenant shall run with the land.

TO HAVE AND TO HOLD said easement for pedestrian ingress, egress and transit until the easement is vacated or abandoned in the manner permitted by law or terminated, in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this
____ day of _____, 1994.

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by _____
and _____, the _____
and _____, respectively, of _____
_____, a _____
corporation, on behalf of the corporation.

Notary Public

