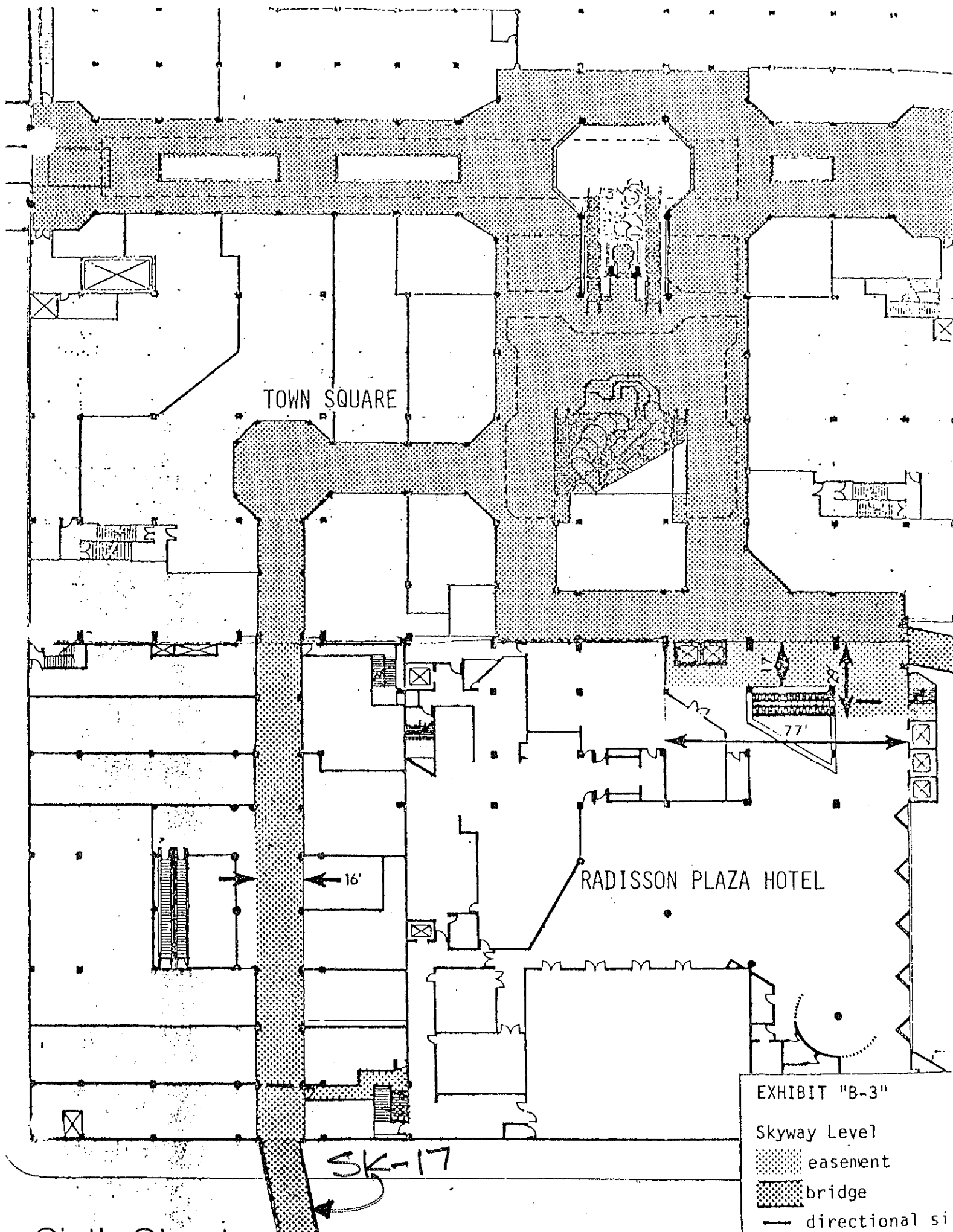




A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of JULY, 1980, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA", the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City", NORTHERLY CENTRE CORPORATION, a Minnesota corporation, hereinafter referred to as "Northerly", OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter referred to as "Oxford", ST. PAUL JOINT VENTURE, a Minnesota partnership consisting of Capital Hospitality Corporation, a Minnesota corporation, as a general partner, and SPH Hotel Company, a Minnesota corporation, as a general partner, hereinafter referred to as "Venture", and CARLSON COMPANIES, INC., a Minnesota corporation, hereinafter referred to as "Carlson".

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 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, Northerly owns a parking ramp and skyway structure located on a portion of that block bounded by Fifth, Sixth,

Cedar and Minnesota Streets in the City of Saint Paul, hereinafter called "Northerly Building", as shown in Exhibit B-1; and

WHEREAS, upon the blocks bounded by Cedar, Minnesota, Sixth and Eighth Streets, a multi-use office, commercial, retail, parking and hotel development is taking place, which shall hereinafter be referred to as "Town Square"; and

WHEREAS, pursuant to that certain Contract For Sale of Land by and between HRA and Venture dated November 1, 1977 which contract is recorded in the Office of the Ramsey County Recorder as Document No. 1995189, Venture is the owner of Parcels A-2 and A-4 as described therein located within Town Square; and

WHEREAS, pursuant to that certain Contract For Sale of Land by and among Oxford Properties U.S. LTD., HRA and City dated August 26, 1977 which contract is referenced in those deeds filed in the Office of the Ramsey County Recorder as Document Nos. 1995800, 1995801 and 2036809, Oxford is the owner of Parcel A-3, vacated East Seventh Place and Parcel 27 as described therein located within Town Square; and

WHEREAS, pursuant to a certain Master Development Agreement dated August 11, 1979 by and among Venture, Oxford and Carlson and the Short Form Master Development Agreement dated March 29, 1979 and recorded with the Ramsey County Recorder's Office as Document No. 2036810, Venture has authorized Oxford, and Oxford has undertaken exclusively for and in place of Venture the obligations of Venture as redeveloper of said Parcel A-4

including the granting of all necessary public easements for the System through said Parcel A-4; and

WHEREAS, pursuant to said Master Development Agreement, Carlson will become owner of the structure to be built on Parcel A-4, and Oxford will become owner of Parcel A-4, and Oxford is to lease Parcel A-4 to Carlson and lease the structure to be built on Parcel A-4 from Carlson and to sublease Parcel A-4 from Carlson; and

WHEREAS, Venture and its successors and assigns who shall hereafter acquire any title, interest or estate in and to Parcel A-4 or any part thereof (including Oxford and Carlson) are hereinafter collectively referred to as "Owner A-4"; and

WHEREAS, Venture and its successors and assigns who shall hereafter acquire any title, interest or estate in and to Parcel A-2 or any part thereof are hereinafter collectively referred to as "Owner A-2"; and

WHEREAS, Oxford and its successors and assigns who shall hereafter acquire any title, interest or estate in and to Parcel A-3, vacated East Seventh Place and Parcel 27 or any part thereof are hereinafter collectively referred to as "Owner A-3"; and

WHEREAS, an extension of the pedestrian skyway system over East Sixth Street between Cedar and Minnesota Streets from Town Square to Northerly Building has been approved by the City and HRA as part of their Seventh Place Redevelopment Project Plan, as approved by the Council of the City of Saint Paul on December 5, 1978, in Council File No. 272155 and which is on file with the City Clerk of the City of Saint Paul; and

WHEREAS, the extension of said skyway system over East Sixth Street necessitates pedestrian ingress, egress and transit through certain portions of Town Square and Northerly Building; and

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

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

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

WHEREAS, the City, by Ordinance No. 16617, Council File No. 274025, granted the HRA permission to construct and operate a skyway bridge across East Sixth Street between Cedar and Minnesota Streets, which Ordinance is attached hereto as Exhibit A.

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

BRIDGE CONSTRUCTION

1. The HRA agrees to design and construct and pay for the design and construction of a skyway bridge connecting Town Square with Northerly Building in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson dated November 30, 1979, also known as Bid No. A-8448-S, and reviewed by Oxford, Venture, Carlson and Northerly. Said skyway bridge shall include support structures

and related mechanical/electrical equipment for heating, ventilating and air conditioning ("HVAC"), electrical and lighting system, roof drainage system, glass doors at the Town Square end of the skyway bridge, finishing at exterior and interior skyway bridge ends at the point of connection with Northerly Building and Town Square and insulated glass to the extent glass is used to enclose said skyway bridge, all as more specifically provided in the above referenced specifications. The skyway bridge HVAC system shall be tied into the HVAC system of Northerly Building. The skyway bridge electrical and lighting system shall be tied into the electrical system of the Northerly Building. The skyway bridge roof drainage system shall be tied into the interior drainage system of Town Square. HRA will accomplish and pay for any HVAC system, electrical and lighting system, roof drainage system, installations and connections which are shown in the approved plans and specifications to be part of the HRA construction contract. Owner A-4 and Northerly shall pay for all costs incurred in adapting the HVAC and electrical and lighting systems serving the Northerly Building to accommodate such tie-ins and all costs incurred in adapting the roof drainage system in Town Square to accommodate such tie-in.

2. 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 Owner A-4 and Northerly. HRA shall assign such warranties to said parties upon approved completion, without relinquishing its own rights

under such warranties. HRA will cooperate and assist in any prosecution of any lawful and proper claim which such parties may later assert against the contractor(s) and/or architects or others arising from faulty design or construction of the skyway bridge.

CONCOURSE CONSTRUCTION

3. Northerly shall be responsible for and shall pay all costs incurred in or necessitated by the construction and completion of (a) a pedestrian concourse within the skyway level easement to be herein granted in the Northerly Building (exclusive of the stairway easement) as shown in Exhibit B-1 attached hereto, and (b) a stairway within the stairway easement herein granted in the Northerly Building as shown in Exhibits B-1 and B-2 attached hereto.

4. HRA shall be responsible for and shall pay certain costs incurred by Oxford and Venture or necessitated by pedestrian concourse construction and completion in accordance with the terms of the Contract For Sale of Land by and among Oxford, HRA and City dated August 26, 1977, and the Contract For Sale of Land by and between HRA and Venture dated November 1, 1977.

EASEMENTS

5. Subject to payment required of HRA in paragraph 4. above, Owner A-2, Owner A-3, Owner A-4 and Northerly hereby agree to grant to the City a public easement for the pedestrian skyway system through their respective properties from the floor to the finished ceiling surface as constructed from time

to time in the areas as set forth in Exhibits B-1, B-2, B-3 and B-4. Said grants of easement shall be in the form attached hereto as Exhibits C-1, C-2, C-3 and C-4.

In consideration of Northerly granting said easements in the Northerly Building shown and described in Exhibits B-1, B-2 and C-1, the City and HRA acknowledge and agree that, to the extent any inchoate easements, rights to the future grant of easements, ^(UNCLE EDLY) interests in the nature of easements, or potential easements or interests therein were created in favor of the City or HRA over the premises herein described as the Northerly Building by or pursuant to that certain Contract For the Sale of Land dated October 14, 1965, between HRA and Davidson-Baker Company, all such inchoate easements, rights and interests are expressly terminated and extinguished.

The easements shown and described in the Northerly Building in Exhibits B-1, B-2, and C-1 are granted pursuant to and in satisfaction of the requirement of paragraph 8(c) of such Contract For the Sale of Land. Nothing herein shall alter or amend the provisions or procedures of such paragraph 8(c) with respect to changes in the location of easements.

In further consideration of Northerly granting said easements in the Northerly Building as shown and described in Exhibits B-1, B-2 and C-1, HRA and City agree to execute a separate agreement with Banco Properties, Inc., owner of the premises located immediately south of and attached to the Northerly Building, for the vacation of that portion of an existing easement within said Banco premises shown on Exhibits

B-1 and B-2 as "Vacated Easement", and for the removal and disposition of all public improvements located within such easement, including an escalator, as is provided in such separate agreement.

The easement areas and skyway bridge herein concerned, except only that portion of the easement areas not necessary to enable continuous passage from Parcel A-2 to and through the Northerly Building, shall be open from 7:00 a.m. to 1:30 a.m., Monday through Saturday, including until 1:30 a.m., Sunday mornings, and, at the option of Venture, for designated hours between the hours of 7:00 a.m. Sundays to 1:30 a.m. Mondays, on two week's prior written notice by Venture to City, HRA, Oxford, Carlson, Northerly and other parties in the System to whom the City requests in writing that notice be sent. The balance of the easement areas herein granted shall be open from 7:00 a.m. to 10:00 p.m. Monday through Saturday, except that the easement areas shown in Exhibit B-2 may be closed to ingress from Sixth Street at 6:00 p.m. Monday through Saturday, and all day Sunday, at the discretion of Northerly when deemed necessary for security reasons. Nothing herein shall restrict Northerly from opening the easement areas through Northerly Building at such times other than those times set forth above.

Upon request by any party to this agreement, and where necessary in the reasonable discretion of the City to protect public health and safety, including both personal and/or property safety and security, the City shall take appropriate action to further limit the hours during which said easement

areas must be open for public use. The City shall consider, as one factor in forming its discretion, the claimed or actual breach of security agreements by and between any of the parties.

6. All easements to be described in Exhibits C-1, C-2, C-3 and C-4 shall be more specifically described after survey by a registered land surveyor of said easements, which survey shall be furnished in recordable form at the sole cost of HRA.

7. The City and HRA agree to the placement by Northerly of one freestanding clock within the public easement as shown in the Northerly Building in Exhibit B-1 provided that the total width of the easement exclusive of the width of said clock must be at least 12 feet at the point of placement, and that said clock shall not obstruct any skyway directional sign.

8. All parties agree that the easements to be granted hereunder and herein described shall be designated as public easements and that all ordinances⁺ and codes⁺ of the City applicable⁺ to the System shall govern same.

9. In the event said easements are relocated, vacated or terminated under the circumstances stated in the Grants of Easement attached hereto as Exhibits C-1 through C-4, respectively, City shall furnish a release thereof without cost to the respective property owner, its successors or assigns.

10. The HRA and City hereby waive any right they may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid buildings or properties by condemnation or under the threat of condemnation. Said waiver applies to the easement through the respective properties, but not to the skyway bridge.

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

OPERATION AND MAINTENANCE

12. Commencing seven days after receipt of written notice from the City of substantial completion of the skyway bridge, Owner A-4 and Northerly shall maintain, repair and operate the electrical, HVAC and roof drainage facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in repair and shall keep it in a reasonably safe condition for pedestrian travel, reasonably clean and free of litter and debris.

13. Owner A-4 and Northerly further agree to provide the necessary repairs and maintenance of the skyway bridge and its integral parts at their sole cost, without cost to the City or HRA. Such maintenance 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. The HRA and City shall be furnished with plans and specifications for all additions, alterations and major repairs or replacements to the skyway bridge. Such plans and specifications to be submitted

in accordance herewith shall be subject to the reasonable and timely approval of the HRA and City before commencement of the work contemplated therein. Lack of approval or disapproval of the plans and specifications within 14 days following the date on which they are submitted to the HRA and City shall be deemed approval.

14. Oxford, Venture, Carlson and Northerly have entered into the Skyway Bridge Maintenance Agreement of even date herewith, hereinafter "Maintenance Agreement", which Agreement provides for the sharing of maintenance, operating and repair costs and responsibilities for said skyway bridge and its integral parts and related equipment.

15. After completion of construction of the easement areas and upon written notice by City to Owner A-2, Owner A-3, Owner A-4 and Northerly that easement areas are available for pedestrian travel, Owner A-2, Owner A-3, Owner A-4 and Northerly hereby agree to provide and pay for all repairs, operation and maintenance for all the easement areas through their respective properties, all to a reasonable standard of safety and cleanliness.

16. If Owner A-4 and Northerly fail to adequately maintain, repair and operate the skyway bridge to a reasonable standard of safety or if Owner A-2, Owner A-3, Owner A-4 or Northerly shall fail to adequately maintain, operate and repair their respective public easement areas within 30 days after receipt of written demand therefor by the City, the City may undertake said reasonably necessary repair, maintenance and

operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting property owner(s) or their sureties, as applicable hereunder; provided however, the City retains the right to assess such costs against the defaulting property owner(s) as a local improvement in any manner provided by law.

17. Neither the skyway bridge, nor the pedestrian concourses within the easements herein to be granted as set forth in paragraph 5. and which are the subject of this *Agreement, shall be operated for the purpose of advertising the name of any product or business or for any other commercial purpose other than for or on store fronts. Such store front signage may project into the easement area but shall not obstruct from pedestrian view any skyway directional sign(s), and shall be removed at the request of City should such obstruction occur; provided, however, nothing herein contained shall prevent the installation and maintenance of directional sign(s) identifying the building and/or street names as set forth in paragraph 20. of this Agreement. HRA has heretofore approved the projection of certain store front identification signs in Parcels A-3, A-4, vacated East Seventh Place and Parcel 27 and recognizes such approvals as binding herein.

SURETY BONDS AND INSURANCE

18. Commencing seven days after receipt of written notice from the City of substantial completion of the skyway bridge, Owner A-4 and Northerly shall together furnish and maintain a

surety bond in the amount of \$50,000 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said property owners shall forever indemnify and hold harmless the City in accordance with the said Ordinance against all expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the skyway bridge, its integral parts and related equipment, and, further conditioned upon said property owners complying with all terms and conditions expressed and contained in this Agreement as to operation, repair and maintenance of the skyway bridge, which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of the Department of Finance and Management Services for the City. The cost of furnishing and maintaining such surety bond shall be borne by Owner A-4 and Northerly. The HRA shall procure from the general contractor, documentation evidencing that the general contractor is maintaining throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1. herein, naming the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4. General conditions and Section 6. Special Conditions of the construction contract, copies of which are attached hereto as Exhibits D-1 and D-2.

19. After completion of construction of the skyway bridge and the easement areas and upon notice to affected property owners by City that the skyway bridge and the easement areas are available for pedestrian travel, Owner A-4 and Northerly shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge and Owner A-3 shall furnish and maintain public liability insurance coverage for the easement areas to be granted through Parcel A-3, vacated East Seventh Place and Parcel 27; and Owner A-2, Owner A-4 and Northerly shall furnish and maintain public liability insurance for their respective easement areas in Parcel A-2, Parcel A-4 and Northerly Building as set forth in paragraph 5. herein. Said insurance shall be with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds and shall contain 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. Such minimum amounts shall be subject, upon 60 days notice, to reasonable increase by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered at any time after the date hereof. The casualty insurance shall have all-risk coverage in the amount of the full replacement cost of the skyway bridge as reasonably determined by the City from time to time. All costs of insurance required herein relating to the skyway bridge shall be borne by Owner A-4 and Northerly. All costs of insurance required herein relating to the easement areas shall be borne by the property owners responsible therefor.

SKYWAY DIRECTIONAL SIGNS

20. All directional and other signs to be installed within the skyway system on the properties of Owner A-2, Owner A-3 and Owner A-4 shall be located as shown in Exhibits B-3 and B-4 attached hereto. The location of one directional sign in the easement herein granted in the Northerly Building shall be located as shown in Exhibit B-1. The initial cost of purchase and installation of these signs shall be borne by HRA as to signs located on the properties of Owner A-2, Owner A-3 and Owner A-4, and HRA will pay only the cost of purchase of the sign to be located in the Northerly Building. The cost of installation of the sign in the Northerly Building shall be borne by Northerly. The cost of operating, maintaining and repairing all the signs herein shall be borne individually by the party on whose property the sign is located. If the location of the easement is changed, the signs shall be moved accordingly, and the cost of moving and re-installing signs to a new easement area shall be borne by the party on whose property the sign is being relocated. If the sign moving requires a change in the sign face, this shall be done at said property owner's expense, and be consistent with the graphic design system established for skyway signs.

BINDING OBLIGATIONS

21. This Agreement is subject to the terms and conditions of Ordinance No. 16617, as adopted by the Council of the City of Saint Paul, and all its terms and conditions are

incorporated herein by reference. Owner A-4 and Northerly are considered to be "permittee's successors" under the terms of said Ordinance.

22. The parties agree that in the construction, maintenance and operation of the concourses located within the easements herein to be granted as set forth in paragraph 5., they shall be bound by all City codes and ordinances governing the System insofar as applicable.

23. 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 and their successors in interest and assigns, and shall continue in force until such time as the System or that part herein concerned is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grants of Easement herein.

24. It is understood that this Agreement does not govern the relationship and agreements by and among Oxford, Carlson, Venture and Northerly themselves to each other, other than the requirement of paragraph 14. above.

25. The parties hereto herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein, or interest therein, and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of property owner's said interest, 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 owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. It is recognized that Oxford is required to convey to the City by obligations which include that certain deed filed in the office of the Ramsey County Recorder as Document No. 2036809 the area of a public galleria and galleria air rights in all or a major portion of the easement areas in Parcel A-3, vacated East Seventh Place and Parcel 27 upon substantial completion thereof. Upon acceptance by the City of such conveyance, Oxford is released from its covenants and obligations under this Agreement as to all those areas included within and conveyed by such conveyance provided that the City may elect to self-insure instead of providing insurance required herein in paragraph 19.

26. Notices. All notices, demands and other communications which may be or are required to be given by a party to the other parties shall be directed as follows:

To Northerly:

Northerly Centre Corporation
1150 Northwestern National Bank Building
7th and Marquette
Minneapolis, Minnesota 55402
Attn: Mr. John Beal

and

Northwestern Bank Building Company
840 Northwestern National Bank Building
St. Paul, Minnesota 55101
Attn: Mr. James Thomson

To City:

Director of Public Works
Sixth Floor
City Hall Annex
24 West Fourth Street
St. Paul, Minnesota 55102

To HRA:

Renewal Administrator
Housing and Redevelopment Authority of the
City of Saint Paul, Minnesota
Twelfth Floor
City Hall Annex
24 West Fourth Street
St. Paul, Minnesota 55102

To Oxford:

Oxford Development Minnesota, Inc.
628 North Central Tower
445 Minnesota Street
St. Paul, Minnesota 55101
Attn: Property Manager St. Paul Town Square

and

555 Peavey Building
730 Second Avenue South
Minneapolis, Minnesota 55402
Attn: Legal Counsel

To Venture:

St. Paul Joint Venture
12755 State Highway 55
Minneapolis, Minnesota 55441
Attn: Mr. John R. Heim

and

711 Degree of Honor Building
St. Paul, Minnesota 55101
Attn: Mr. Milton H. Altman

To Carlson:

Carlson Companies, Inc.
12755 State Highway 55
Minneapolis, Minnesota 55441
Attn: Mr. John R. Heim



OXFORD
PROPERTIES,
INC.

555 Peavey Building
730 Second Avenue South
Minneapolis, Minnesota 55402
(612) 372-1655

October 27, 1982

Northerly Centre Corporation
1150 Northwestern Bank Building
7th and Marquette
Minneapolis, Minnesota 55402

Northwestern Bank Building Company
840 Northwestern Bank Building
St. Paul, Minnesota 55101

Director of Public Works
Sixth Floor
City Hall Annex
24 West Fourth Street
St. Paul, Minnesota 55102

✓ Renewal Administrator
HRA/City of Saint Paul
Twelfth Floor, City Hall Annex
24 West Fourth Street
St. Paul, Minnesota 55102

St. Paul Joint Venture
12755 State Highway 55
Minneapolis, Minnesota 55441

St. Paul Joint Venture
711 Degree of Honor Building
St. Paul, Minnesota 55101

Carlson Companies, Inc.
12755 State Highway 55
Minneapolis, Minnesota 55441

Re: Skyway Agreement dated July 1, 1980
(Sixth Street Skyway - St. Paul)

Gentlemen:

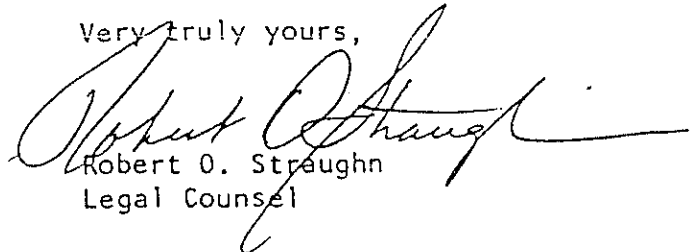
Pursuant to the terms of the above-referenced agreement, please be informed that effective November 15, 1982, the address to which notices to Oxford Development Minnesota, Inc. are to be directed will be:

Oxford Development Minnesota, Inc.
2305 Multifoods Tower
33 South Sixth Street
Minneapolis, Minnesota 55402

as well as to Oxford's St. Paul office at:

620 Conwed Tower
445 Minnesota Street
St. Paul, Minnesota 55101.

Very truly yours,


Robert O. Straughn
Legal Counsel

ROS:sh

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

By [Signature]
Its PRESIDENT

By [Signature]
Its SECRETARY

APPROVED AS TO FORM

Philip B. Byrne
7-23-80

CITY OF SAINT PAUL

By [Signature]
Its Mayor

By [Signature]
Its Director, Department of Planning
and Economic Development

By [Signature]
Its Director, Department of Finance
and Management Services

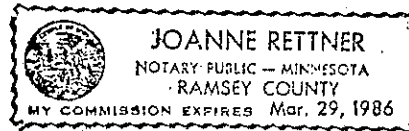
By [Signature]
Its City Clerk

- TM
- 1) Pedestrian Skyway Bridge
Across 6th Street between Cedar & Minnesota
Construction - Knutson L8397-2 \$257,940.50
60600 to be reimbursed by 76500 (URBF)
Architecture - H.G.&A. Contract 79/47 \$ 25,800.00
URBF 76500
 - 2) Concourse:
Reimbursement to Oxford \$182,029.00
URBF 76500

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 24 day of July, 1980, before me, a Notary Public within and for said County, appeared Ron Maddox and William Wilson, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, that said instrument was signed by authority of its Board of Commissioners, and said Ron Maddox and William Wilson acknowledged said instrument was the free act and deed of said corporation.

Joanne Rettner

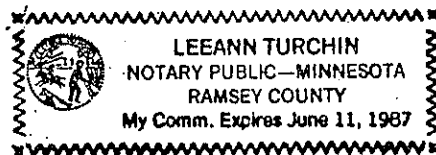


COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me, this 24th day of July, 1980, by GEORGE LATIMER, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

LeeAnn Turchin

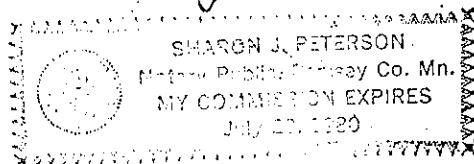
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.



The foregoing instrument was acknowledged before me, this 24th day of July, 1980, by GARY E. STOUT, Director of the Department of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Sharon J. Peterson

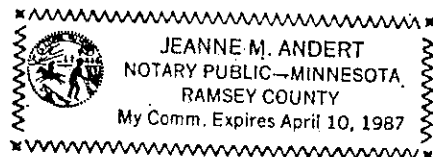
STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.



The foregoing instrument was acknowledged before me, this 25th day of July, 1980, by BERNARD J. CARLSON, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

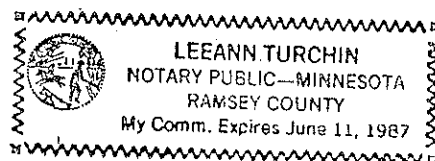
Jeanne M. Andert

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.



The foregoing instrument was acknowledged before me, this 24th day of July, 1980, by ROSE MIX, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

LeeAnn Turchin



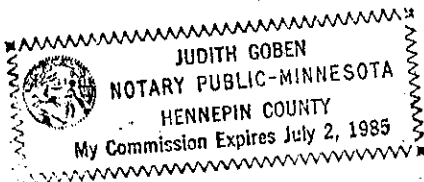
OXFORD DEVELOPMENT MINNESOTA, INC.

By Larry S. Stokholm
Its Pres
By L. C. Deardorff
Its V.P.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

On this 21st day of July, 1980, before me, a Notary Public within and for said County, appeared Larry S. Stokholm and L. C. Deardorff, to me personally known, who, being each by me duly sworn, did say that they are respectively the

Vice President and Vice President of OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said Larry S. Stokholm and L. C. Deardorff acknowledged said instrument was the free act and deed of said corporation.



Judith Goblen

ST. PAUL JOINT VENTURE

Capital Hospitality Corporation

By *[Signature]*
Its Vice Pres.

SPH Hotel Company

By *[Signature]*
Its Pres.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this 28th day of July, 1980, by *[Signature]*, the Vice President of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, on behalf of the partnership.

[Signature]
CATHLEEN A. STAYBERG
NOTARY PUBLIC—MINNESOTA
DAKOTA COUNTY
My Commission Expires Oct. 10, 1985.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this 28th day of July, 1980, by *[Signature]*, the President of SPH HOTEL COMPANY, a Minnesota corporation, a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, on behalf of the partnership.

[Signature]
CATHLEEN A. STAYBERG
NOTARY PUBLIC—MINNESOTA
DAKOTA COUNTY
My Commission Expires Oct. 10, 1985.

CARLSON COMPANIES, INC.

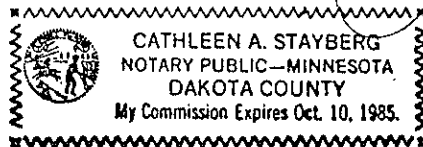
By

John R. Heim
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 28th day of July, 1980, before me, a Notary Public within and for said County, appeared John R. Heim, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CARLSON COMPANIES, INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said John R. Heim acknowledged said instrument was the free act and deed of said corporation.

Cathleen A. Stayberg



NORTHERLY CENTRE CORPORATION

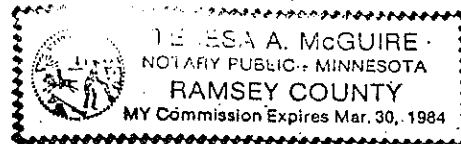
By John H Beal
Its Pres.

By B E Hawley
Its Secy

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS.
~~RAMSEY~~

On this 30th day of July, 1980, before me, a Notary Public within and for said County, appeared John H Beal and Baird E Hawley, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Vice President of NORTHERLY CENTRE CORPORATION, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said John H Beal and Baird E Hawley acknowledged said instrument was the free act and deed of said corporation.

Teresa A McGuire



Ordinance
 Presented By J. R. Miller

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO 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 THE FOLLOWING OVER-HEAD PEDESTRIAN PASSAGEWAYS OVER PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL; AND

- 1) ACROSS EAST SIXTH STREET BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND CEDAR STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING NORTHWESTERN NATIONAL BANK (NORTHWEST CROSSING) ON THE SOUTH SIDE OF EAST SIXTH STREET TO THE RADISSON HOTEL/TOWN SQUARE COMPLEX ON THE NORTH SIDE OF EAST SIXTH STREET.
- 2) ACROSS MINNESOTA STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EAST SIXTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE RADISSON HOTEL/TOWN SQUARE COMPLEX ON THE WEST SIDE OF MINNESOTA STREET TO THE BREMER BUILDING ON THE EAST SIDE OF MINNESOTA STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority hereby are granted to the Housing and Re-development Authority of the City of Saint Paul, Minnesota, a Minnesota corporation and/or its successors in interest to construct, maintain and operate the following overhead pedestrian passageways over public streets within the corporate limits of the City of Saint Paul; and

COUNCILMEN

Yeas _____ Nays _____

Butler _____ In Favor

Hozza _____

Hunt _____

Levine _____

Maddox _____

Showalter _____

Tedesco _____

Adopted by Council: _____ Date _____

Certified Passed by Council Secretary _____

Approved by Mayor: _____ Date _____

Requested by Department of: _____

By _____

Form Approved by City Attorney _____

By _____

Approved by Mayor for Submission to Council _____

274025

- 1) across East Sixth Street between the intersection therewith of Minnesota Street and Cedar Street, said overhead pedestrian passageway to be extended from the existing Northwestern National Bank (Northwest Crossing) on the south side of East Sixth Street to the Radisson Hotel/Town Square Complex on the north side of East Sixth Street.
- 2) across Minnesota Street between the intersection therewith of East Seventh Place and East Sixth Street, said overhead pedestrian passageway to be extended from the Radisson Hotel/Town Square Complex on the west side of Minnesota Street to the Bremer Building on the east side of Minnesota 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 passageways according to the plans and specifications approved by the Department of Public Works and at the separate cost and expense of said permittee, upon said permittee's compliance with the following conditions.

- 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 passageways hereunder;
- b. That said permittee shall pay the costs for the publication of this Ordinance;
- c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works due to this undertaking, said costs are estimated to be a sum of Six Hundred Dollars (\$600.00) for each overhead pedestrian passageway noted above and shall be accounted for under separate Department of Public Works Project Number(s);
- d. That said permittee shall furnish the Department of Public Works all documents of record for each overhead pedestrian passageway above, that are a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;
- e. That said permittee shall construct each overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works.

Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;

- f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless, and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims of whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of each 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 duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident, and to the extent of \$200,000.00 for damage to property in any single accident, indemnifying the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structures 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 City of Saint Paul, Department of Public Works "Standard Supplemental Specifications for Highway Construction", dated June 1, 1978, Section numbered 1305.2. For the purpose of this Ordinance, the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word "contractor" wherever same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction" dated June 1, 1978 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 each overhead pedestrian passageway and in a manner so that the flowing and/or spilling of same on any part of said sections of said Public Streets shall be prevented at all times. Said permittee and/or its

successors in interest shall maintain and operate each overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel, such maintenance to include, but shall not be limited to, glass, floor, metal trim, and hardware cleaning, polishing, and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within each bridge to maintain temperatures comparable to that normally maintained within heated and air-conditioned office spaces;

- i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all of the supports of each overhead pedestrian passageway noted above 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 each overhead pedestrian passageway shall make necessary the closing of Minnesota/East Sixth Streets 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 either overhead pedestrian passageway for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;
- l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance, and operation of each overhead pedestrian passageway hereunder, provide a minimum vertical clearance of at least 17 feet 4 inches between and throughout the course of the bottom of each structure and the surface of each section of Minnesota/East Sixth Streets, except as may be altered by the City's future street work in each case;
- m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;
- n. That said permittee and/or its successors in interest shall complete the construction and erection of each overhead pedestrian passageway by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under Paragraph (o) below;

- o. That said permittee shall notify the City Bridge Engineer of the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection of each overhead pedestrian passageway hereunder.
- p. That each 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 either structure from said location;
- q. That said permittee shall, within the period of ten (10) days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;
- r. That upon the execution of an Agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the applicable building/property owners respecting the aforesaid pedestrian passageways noted above, the permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, the applicable building/property owners, shall be responsible for paying the insurance premiums of each overhead pedestrian passageway connecting their buildings and shall also be responsible for providing the maintenance and operation of same;
- s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for each overhead pedestrian passageway (bridge) hereunder, 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 or repair each overhead pedestrian passageway to a reasonable standard of safety, or fail to remove either overhead pedestrian passageway hereunder upon order by the Council, the City of Saint Paul may undertake the maintenance, repair or removal thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in full force and effect as long as each overhead pedestrian passageway or any part thereof remains in that portion of public rights-of-way as shown on plans on file with the Department of Public Works. The Surety Bond shall be in such form as shall be

Presented By J. W. Maher Ordinance

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

-6-

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 each bridge, before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same;
- u. That the successors in interest to the permittee in each instance shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be filed with the Director of Finance & Management Services of the City of Saint Paul.

Section 3.

That this Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication.

COUNCILMEN

McMAHON	Nays	6	In Favor
Butler			
Hozza			
Hunt		0	Against
Levine			
Maddox			
Showalter			
Tedesco			

Adopted by Council: _____ Date DEC 11 1979

Certified Passed by Council Secretary _____

Approved by Mayor: _____ Date DEC 13 1979

Requested by Department of:

Public Works

By Donald E. Nygaard
Donald E. Nygaard, Director (TJE/RAH)

Form Approved by City Attorney

By _____

Approved by Mayor for Submission to Council

TOWN SQUARE

RADISSON PLAZA HOTEL

Sixth Street

12'

NORTHERLY BUILDING
(Skyway Building)

clock

6'clear

14'clear

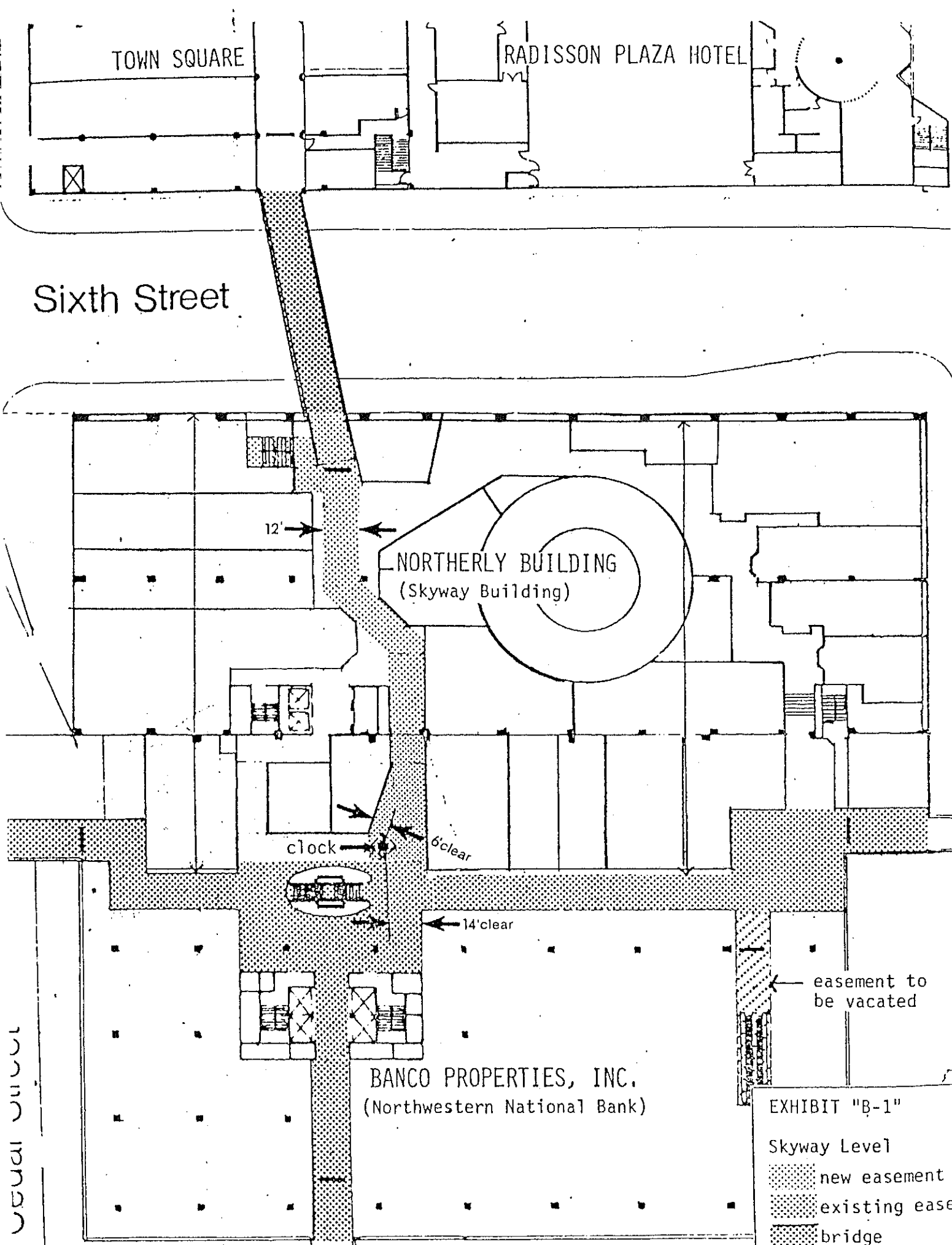
easement to
be vacated

BANCO PROPERTIES, INC.
(Northwestern National Bank)

EXHIBIT "B-1"

Skyway Level

- new easement
- existing easement
- bridge



TOWN SQUARE

RADISSON PLAZA HOTEL

Sixth Street

NORTHERLY BUILDING
(Skyway Building)

BANCO PROPERTIES, INC.
(Northwestern National Bank)

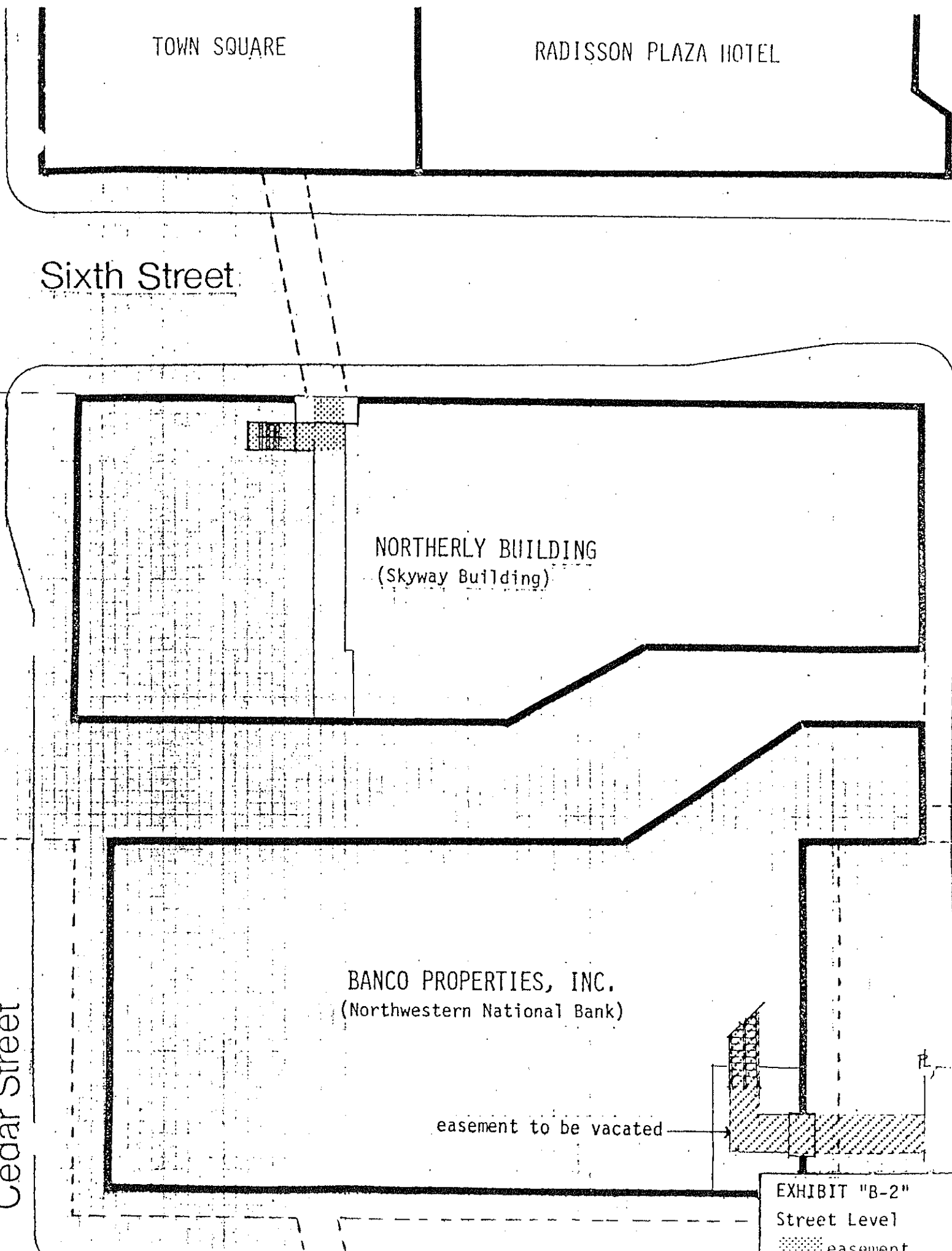
easement to be vacated

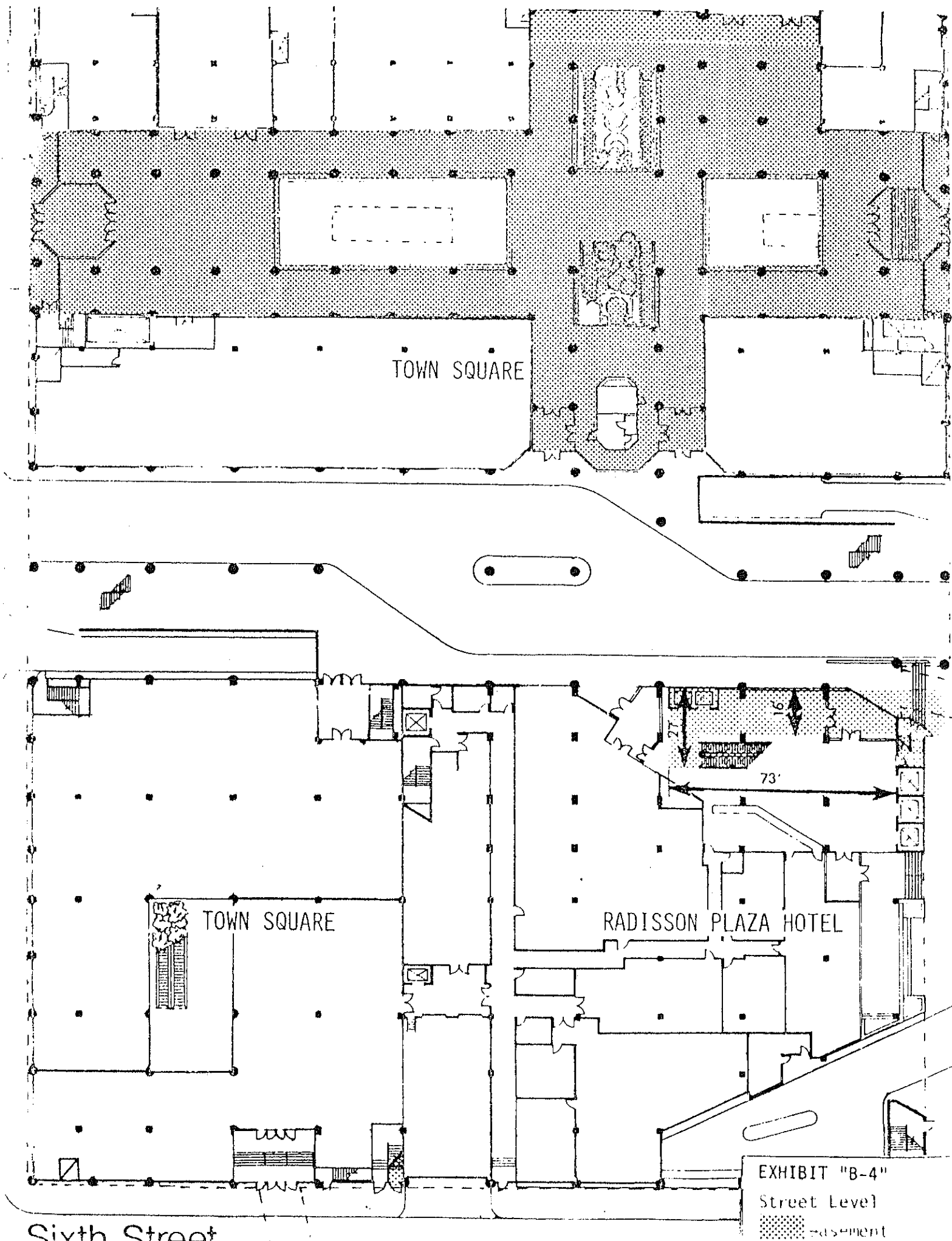
EXHIBIT "B-2"

Street Level

easement

Cedar Street





GRANT OF EASEMENT

WHEREAS, NORTHERLY CENTRE CORPORATION, a Minnesota corporation, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantor, Oxford Development Minnesota, Inc., Carlson Companies, Inc. and St. Paul Joint Venture, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit 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 in, through and over the Property and the structures thereon, described as follows:

all of which above described areas shall be collectively referred to as the "easement area".

The easement area is expressly herein to be subject to such reasonable police measures regarding open hours and closing 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 ingress and egress and pedestrian transit in and through the easement area granted to City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and 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 the Grantor or its successors or assigns, from time to time determine. This provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally,

by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City of Saint Paul, such approvals not to be unreasonably withheld and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor. Lack of approval or disapproval of the request for change of location of easement by Grantor within ninety (90) days following the date on which request for such change together with plans and specifications therefor are submitted to the Housing and Redevelopment Authority of the City of Saint Paul, its successors or assigns, and the City of Saint Paul, shall be deemed approval.

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

- A. In the event the easement granted herein is vacated, abandoned or terminated 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, 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 for and during the life of said easement, Grantor or its designee by separate agreement, shall be responsible for

and provide for the cost of all repairs, operation, improvements and 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 public easement for pedestrian ingress, egress and transit until the System 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 _____, 19____.

(S E A L)

NORTHERLY CENTRE CORPORATION

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, by _____ and _____, respectively the _____ of NORTHERLY CENTRE CORPORATION, a Minnesota corporation, on behalf of the corporation.

GRANT OF EASEMENT
(Re: Parcel A-4)

WHEREAS, [ST. PAUL JOINT VENTURE, a Minnesota partnership consisting of Capital Hospitality Corporation, a Minnesota corporation, as a general partner, and SPH Hotel Company, a Minnesota corporation, as a general partner, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"];* and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Northerly Centre Corporation, Oxford Development Minnesota, Inc., Carlson Companies, Inc. and Grantor, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit 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 in, through and over the Property and the structures thereon, described as follows:

all of which above described areas shall be collectively referred to as the "easement area".

*If grant of easement is made after conveyance by Venture of real estate described in Exhibit 1, then the following should be substituted and appropriate correction made throughout the grant of easement to reflect substitution of the substituted Grantors for Venture: "Oxford Development Minnesota, Inc., a Minnesota corporation and Carlson Companies, Inc., a Minnesota corporation, hereinafter called collectively 'Grantors' and respectively the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, and lessee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto and owner of the improvements constructed thereon, hereinafter called 'Grantors' Property'".

The easement area is expressly herein to be subject to such reasonable police measures regarding open hours and closing 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 ingress and egress and pedestrian transit in and through the easement area granted to City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and 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 the Grantor or its successors or assigns, from time to time determine. This provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City of Saint Paul, such approvals not to be unreasonably withheld and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor. Lack of approval or disapproval of the request for change of location of easement by Grantor within ninety (90) days following the date on which request for such change together with plans and specifications therefor are submitted to the Housing and Redevelopment Authority of the City of Saint Paul, its successors or assigns, and the City of Saint Paul, shall be deemed approval.

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

- A. In the event the easement granted herein is vacated, abandoned or terminated 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, 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 for and during the life of said easement, Grantor or its designee by separate agreement, shall be responsible for and provide for the cost of all repairs, operation, improvements and 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 public easement for pedestrian ingress, egress and transit until the System 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 _____, 19____.

(S E A L)

[ST. PAUL JOINT VENTURE

Capital Hospitality Corporation

By _____
Its

SPH Hotel Company

By _____
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, by _____, the _____ of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, on behalf of the partnership.

STATE OF MINNESOTA.)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, by _____, the _____ of SPH HOTEL COMPANY, a Minnesota corporation, a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, on behalf of the partnership.

- or -

(S E A L)

[OXFORD DEVELOPMENT MINNESOTA, INC.

By _____
Its

By _____
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, by _____
and _____, respectively the _____
and _____ of OXFORD
DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, on
behalf of the corporation.

(S E A L)

CARLSON COMPANIES, INC.

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, by _____
and _____, respectively the _____
and _____ of CARLSON
COMPANIES, INC., a Minnesota corporation, on behalf of the
corporation.

_____]

GRANT OF EASEMENT

WHEREAS, OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantor, Northernly Centre Corporation, Carlson Companies, Inc. and St. Paul Joint Venture, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit 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 in, through and over the Property and the structures thereon, described as follows:

all of which above described areas shall be collectively referred to as the "easement area".

The easement area is expressly herein to be subject to such reasonable police measures regarding open hours and closing 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 ingress and egress and pedestrian transit in and through the easement area granted to City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and 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 the Grantor or its successors or assigns, from time to time determine. This provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally,

by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City of Saint Paul, such approvals not to be unreasonably withheld and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor. Lack of approval or disapproval of the request for change of location of easement by Grantor within ninety (90) days following the date on which request for such change together with plans and specifications therefor are submitted to the Housing and Redevelopment Authority of the City of Saint Paul, its successors or assigns, and the City of Saint Paul, shall be deemed approval.

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

- A. In the event the easement granted herein is vacated, abandoned or terminated 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, 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 for and during the life of said easement, Grantor or its designee by separate agreement, shall be responsible for

and provide for the cost of all repairs, operation, improvements and 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 public easement for pedestrian ingress, egress and transit until the System 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 _____, 19__.

(S E A L)

OXFORD DEVELOPMENT MINNESOTA, INC.

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, by _____ and _____, respectively the _____ and _____ of OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, on behalf of the corporation.

GRANT OF EASEMENT
(Re: Parcel A-2)

WHEREAS, ST. PAUL JOINT VENTURE, a Minnesota partnership consisting of Capital Hospitality Corporation, a Minnesota corporation, as general partner, and SPH Hotel Company, a Minnesota corporation, as general partner, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Northerly Centre Corporation, Grantor, Oxford Development Minnesota, Inc., and Carlson Companies, Inc., to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit 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 in, through and over the Property and the structures thereon, described as follows:

all of which above described areas shall be collectively referred to as the "easement area".

The easement area is expressly herein to be subject to such reasonable police measures regarding open hours and closing 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 ingress and egress and pedestrian transit in and through the easement area granted to City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and 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 the Grantor or its successors or assigns, from time to time determine. This provision shall not diminish City's right to, from time to time, exercise its police powers unilaterally,

by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to pedestrian ingress, egress and transit in the City's easement during the hours so agreed or legislated.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City of Saint Paul, such approvals not to be unreasonably withheld and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor. Lack of approval or disapproval of the request for change of location of easement by Grantor within ninety (90) days following the date on which request for such change together with plans and specifications therefor are submitted to the Housing and Redevelopment Authority of the City of Saint Paul, its successors or assigns, and the City of Saint Paul, shall be deemed approval.

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

- A. In the event the easement granted herein is vacated, abandoned or terminated 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, 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 for and during the life of said easement, Grantor or its designee by separate agreement, shall be responsible for

and provide for the cost of all repairs, operation, improvements and 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 public easement for pedestrian ingress, egress and transit until the System 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 _____, 19____.

(S E A L)

ST. PAUL JOINT VENTURE
Capital Hospitality Corporation

By _____
Its

SPH Hotel Company

By _____
Its

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss.

The foregoing instrument was acknowledged before me this _____, by _____, respectively the _____ and _____ of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, on behalf of the partnership.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
_____, by _____,
the _____ of SPH HOTEL COMPANY, a Minne-
sota corporation, a general partner in ST. PAUL JOINT VENTURE,
a Minnesota partnership, on behalf of the partnership.

4. INSURANCE

The contractor shall furnish proof of insurance directly to the City Attorney prior to commencing work. The contractor shall hold harmless and defend the City, where applicable, against any and all claims for property damage and claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the contract. The contractor shall pay any judgment against the City resulting from any such suit. The City shall have the right at its option to participate in any such litigation without relieving the contractor of any of its obligations. The contractor shall carry the following insurance naming the City as a co-insured thereon:

- A. Contractor's Public Liability Insurance with limits of \$500,000/\$500,000 naming and protecting the contractor, all subcontractors, against claims for injury to or death of one or more persons as a result of accidents which may occur at the site from operation under the contract.
- B. Property Damage Insurance with limits of \$150,000/\$300,000.
- C. Workmen's Compensation Insurance in compliance with the Laws of the State of Minnesota.
- D. Automobile Insurance, including owned, hired and nonowned vehicle coverage limits of \$100,000/\$300,000 bodily injury and \$50,000 per occurrence property damage.

6 INSURANCE

Modify Section 4 of the General Conditions, as follows:

a. Insert the following after City:

"and Hammel, Green and Abrahamson, Inc."

b. Paragraph B: Property Damage Insurance. Delete this portion of the paragraph in its entirety and insert the following in its place: "Property Damage Insurance in the amount of not less than \$500,000 for all damages to or destruction of property in any one accident, and subject to that limit per accident; further subject to a total of not less than \$1,000,000 for all damages to or destruction of property during the policy period."

c. Paragraph C:

The Builder's Risk Insurance shall be for the benefit of the Contractor, the City of St. Paul, the HRA and the abutting property owners as their interests may appear in the value of the cost of the work under this contract, and each shall be specifically named in the policy or policies as an insured; or at the Contractor's option, a Blanket Owner's Protective Policy covering all Owners (including adjacent building owners) may be provided in lieu of the above Builder's Risk Insurance and City of St. Paul Uniform Certificate of Insurance.

d. Add the following after paragraph D:

E. The Contractor shall also cause to have executed the City of Saint Paul "Uniform Endorsement" required by the Saint Paul Legislative Code, as amended. This form can be obtained at the service desk on the 6th Floor of the City Hall Annex.

RECORDED 10/21/80

GRANT OF EASEMENT
(Re: Parcel A-4)

OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, and CARLSON COMPANIES, INC., a Minnesota corporation, hereinafter called collectively "Grantors" and respectively the owner in fee of those certain air rights situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, and lessee of those certain air rights situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto and owner of the improvements constructed thereon, hereinafter called "Grantors' Property"; and

WHEREAS, Grantors have agreed pursuant to that Agreement dated July 1, 1980, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Northerly Centre Corporation, Oxford Development Minnesota, Inc., Carlson Companies, Inc. and St. Paul Joint Venture, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit through Grantors' 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, Grantors, for themselves, their successors and assigns, do hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for public pedestrian ingress, egress and transit in, through and over the Property and the structures thereon, described as follows:

The corridor and stairway shown outlined in red on Exhibit 2 attached hereto and by reference made a part hereof, hereinafter referred to as the "easement area"; it being agreed that upon completion of the survey of such corridor and stairway, such survey to be furnished in recordable form at the sole cost of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, this document shall be supplanted by a new document setting forth the exact legal description of the easement area and thereafter this document shall be of no further force or effect.

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

The grant of easement herein shall be subject to the right of the Grantors to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantors, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City of Saint Paul, such approvals not to be unreasonably withheld and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantors. Lack of approval or disapproval of the request for change of location of easement by Grantors within ninety (90) days following the date on which request for such change together with plans and specifications therefor are submitted to the Housing and Redevelopment Authority of the City of Saint Paul, its successors or assigns, and the City of Saint Paul, shall be deemed approval.

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

- A. In the event the easement granted herein is vacated, abandoned or terminated 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, Grantors, their 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, City shall furnish a release of such easement or portion thereof to Grantors, their successors or assigns.

Grantors, for themselves, their successors and assigns, do hereby agree for and during the life of said easement, Grantors or their designee by separate agreement, shall be responsible for and provide for the cost of all repairs, operation, improvements and 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 public easement for pedestrian ingress, egress and transit until the System is vacated or abandoned in the manner permitted by law, or terminated in accordance herewith.

- 3 -

STATE OF MINNESOTA)
 Hennepin) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of Octo.
by John R. Heim and Richard E. Kaskow,
respectively the Vice President and Vice President
of CARLSON COMPANIES, INC., a Minnesota corporation, on behalf of the corporation.

Susan Freeman



EXHIBIT 1

Parcel A-4

All that part of Lots 7 and 8, Block 5, City of St. Paul (St. Paul Proper), lying above a plane surface at elevation 72.0 feet, City of St. Paul Datum, subject to the rights of the City of St. Paul and the public for street purposes in the Southerly 1.0 foot thereof for widening of East Sixth Street;

and all that part of Lot 9, Block 5, City of St. Paul (St. Paul Proper), lying above a plane surface at elevation 72.0 feet, City of St. Paul Datum, and lying Westerly of Line "B" described below, subject to the rights of the City of St. Paul and the public for street purposes in the Southerly 1.0 foot thereof for widening of East Sixth Street;

and all of Lot 4, Block 5, City of St. Paul (St. Paul Proper), lying Southerly of Line "A" described below and Westerly of Line "B" described below, all of which lies above a plane surface at elevation 72.0 feet, City of St. Paul Datum;

and all that part of Lots 5 and 6, Block 5, City of St. Paul (St. Paul Proper) lying Southerly of Line "A" described below, which lies above a plane surface at elevation 72.0 feet, City of St. Paul Datum;

That part of Cedar Street lying above a plane surface at elevation 72.0 feet, City of St. Paul Datum, bounded by (i) the Westerly line of Block 5, City of St. Paul (St. Paul Proper), (ii) a line drawn parallel with and 1.0 foot Westerly of, measured at right angles to, the Westerly line of said Block 5, (iii) the Westerly extension of line "A" described below, and (iv) the Westerly extension of a line drawn parallel with and 1.0 foot Northerly of, measured at right angles to, the Southerly line of said Block 5, which part of Cedar Street has been vacated.

Line "A": Beginning at a point on the Westerly line of Block 5, City of St. Paul (St. Paul Proper) distant 172.00 feet Northerly of the Southwesterly corner of said Block 5; thence Easterly to a point on the Easterly line of said Block 5, distant 173.44 feet Northerly of the Southeasterly corner thereof, and there terminating.

Line "B": Beginning at a point on the Southerly line of Block 5, City of St. Paul (St. Paul Proper), distant 120.50 feet Easterly of the Southwesterly corner of said Block 5; thence Northerly to a point on Line "A", distant 120.92 feet Easterly along Line "A" from the Westerly line of said Block 5, and there terminating.

All in the City of St. Paul, Ramsey County, Minnesota.

All references herein to City of St. Paul Datum are to the United States Geodetic Survey Sea Level Datum 1929 adjustment.

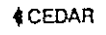
Together with the beneficial easements and rights appurtenant to said real estate, and subject to the easements, rights, restrictions and reservations burdening said real estate, all as set forth in that certain deed between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and St. Paul Joint Venture, dated February 23, 1978, recorded as Document No. 1995195 in the office of the County Recorder, which deed was re-recorded July 26, 1978 as Document No. 2010588 in the office of the Ramsey County Recorder, and as set forth in that certain agreement dated July 31, 1980, recorded August 4, 1980 as Document No. 2086053 in the office of the Ramsey County Recorder.

Condition	Control (%)	MCI (%)	AD (%)
1	95	85	75
2	92	82	72
3	90	80	70
4	90	75	65



—

SI 101, 2nd Edition, 1978
SI 101, 2nd Edition, 1978
SI 101, 2nd Edition, 1978
SI 101, 2nd Edition, 1978



DONALDSONS

RADISSON HOTEL

MINNESOTA 

SIXTH

TOWN
SQUARE[illegible]

Registrar of Titles, Ramsey, MN

Date Filed: 08/14/1998 04:30 PM

As Doc #: 1501772

Copy

On CT #: 378963, 384587.

(Above Space Reserved For Recording Information)

GRANT OF EASEMENT

This instrument is made as of the 29th day of July, 1998, by K/B Fund III, a Delaware general partnership ("Grantor"), in favor of the City of Saint Paul, a municipal corporation (the "City").

Grantor is the owner of the property located in St. Paul, Minnesota, commonly known as Town Square, and legally described on Exhibit A attached hereto ("Grantor's Property").

The City formerly owned some of the common areas in Town Square. Parts of Town Square owned by the City were sold by the City to the Grantor in January of 1997, except the City Park on the Loft Level of Town Square. In connection with the sale of the City parcels to the Grantor, some of the pedestrian walkways in Town Square were vacated by the City, and Grantor agreed to dedicate new pedestrian easements to the City.

The common areas of Town Square have been reconfigured, and the new pedestrian easements have been surveyed.

Grantor desires to dedicate new pedestrian easements to the City and to amend existing easements to change the location of the pedestrian walkways in already dedicated easement areas, and the City desires to accept the new dedications and to allow the amendment of existing easements, with the easements to become part of the Pedestrian Concourse System of the City (the "System").

NOW, THEREFORE, in consideration of the covenants contained herein, 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 to the City an easement for public pedestrian ingress, egress, and transit in, through, and over the skyway area legally described in Exhibit B attached hereto, and depicted in Exhibit C attached hereto ("Easement Area"), and amends the existing easements to the extent that existing easement documents recorded as Document Nos. 2303431 (Ramsey County Recorder) and 1078946

(Ramsey County Registrar of Titles) are modified. By City Council acceptance of this Grant of Easement, the City hereby agrees to the amendment of the existing easements.

The Easement Area is subject to such reasonable policy measures regarding open hours and closing 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 may, by ordinance, from time to time determine.

The public's right herein to ingress and egress and pedestrian transit in and through the Easement Area granted to the City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the Easement Areas within or on Grantor's Property as the City may, by agreement with the Grantor or its successors or assigns, from time to time determine. This provision shall not diminish the City's right to, from time to time, exercise its police powers unilaterally, by ordinance, concerning open hours, or temporarily closing part(s) or all of the easement, or concerning public conduct within the System, nor shall such agreed or legislated 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 during the hours so agreed or legislated.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the Easement Area, conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new Easement Area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, its successors or assigns, and the City, such approvals not to be unreasonably withheld, and on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Grantor.

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

a. In the event the easement granted herein is vacated, abandoned, or terminated 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 for and during the life of said easement, that Grantor or its designee by separate agreement shall be responsible for and provide for the cost of all repairs, operation, improvements, and replacements of the Easement Area described herein, it being understood that the aforesaid covenant shall run with the land.

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

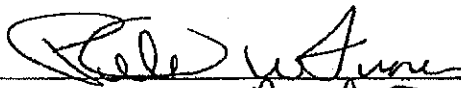
IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first set forth above.

K/B FUND III, a Delaware general partnership

By K/B OPPORTUNITY FUND III, L.P.,
a Delaware limited partnership,
Its General Partner

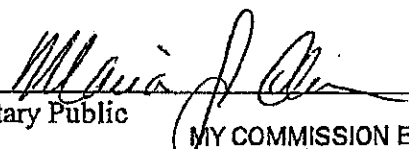
By KB OPPORTUNITY INVESTORS, a
California general partnership

By KOLL INVESTMENT MANAGEMENT, INC.,
d/b/a K/B REALTY ADVISORS, a
California corporation,
Its General Partner

By 
Its Vice President

STATE OF MA)
COUNTY OF Suffolk) ss.

This instrument was executed before me on the 17th day of July, 1998, by Peter W. Fraser, the Vice President of Koll Investment Management, Inc., d/b/a K/B Realty Advisors, a California corporation, general partner of KB Opportunity Investors, a California general partnership, general partner of K/B Opportunity Fund III, L.P., a Delaware limited partnership, general partner of K/B Fund III, a Delaware general partnership, on behalf of the partnership.


Notary Public
MY COMMISSION EXPIRES
SEPTEMBER 3, 2004

This instrument drafted by:

Doherty, Rumble & Butler (CMM)
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101-4999

CMM954457 eas

EXHIBIT A**Legal Description
Grantor's Property**

Tract A, Registered Land Survey No. 517.

Tracts A, B, C, E, G, H, I, J, K, L, M, N, O, Q, S, T, U, V, W, X, Y, Z, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, NN, OO, PP, QQ, RR, SS, TT, UU, VV, WW, XX, YY, AAA, CCC, DDD, EEE, JJJ and LLL, Registered Land Survey No. 518.

That portion of Tract BBB, Registered Land Survey No. 518, except those portions of said Tract BBB described as follows:

That portion of Tract BBB, Registered Land Survey No. 518, lying between elevations 100.42 feet and 104.76 feet and lying within the following described boundaries:

Commencing at Point L shown on said Tract BBB; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 12.30 feet; thence N54°45'44"E a distance of 5.87 feet to the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518; thence S35°14'16"E along the common tract line of said Tracts BBB, FFF and CCC, a distance of 12.30 feet; thence S54°51'16"W along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 5.87 feet, more or less, to the actual point of beginning.

And except that portion of Tract BBB, Registered Land Survey No. 518, lying above a sloping plane surface having an elevation of 94.30 feet along Line E shown on said Tract BBB, and an elevation of 100.42 feet along Line F shown on said Tract BBB, and lying within the following described boundaries:

Commencing at said Point L; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet; thence N35°14'16"W a distance of 12.30 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 10.52 feet to the point of beginning of Line E; thence N54°45'44"E a distance of 5.87 feet along said Line E to the point of termination of said Line E; thence S35°14'16"E along the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518, a distance of 10.52 feet to the point of beginning of Line F; thence S54°45'44"W a distance of 5.87 feet, more or less, along said Line F to the actual point of beginning, said point also being the point of termination of said Line F.

Tract GGG, Registered Land Survey No. 518, except that portion of said Tract GGG which lies directly above Tract ZZ, Registered Land Survey No. 518.

Tracts D, P, R, ZZ, FFF, Registered Land Survey No. 518.

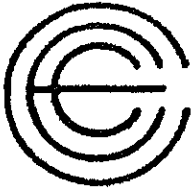
That portion of Tract BBB, Registered Land Survey No. 518, lying between elevations 100.42 feet and 104.76 feet and lying within the following described boundaries:

Commencing at Point L shown on said Tract BBB; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 12.30 feet; thence N54°45'44"E a distance of 5.87 feet to the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518; thence S35°14'16"E along the common tract line of said Tracts BBB, FFF and CCC, a distance of 12.30 feet; thence S54°51'16"W along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 5.87 feet, more or less, to the actual point of beginning.

That portion of Tract BBB, Registered Land Survey No. 518, lying above a sloping plane surface having an elevation of 94.30 feet along Line E shown on said Tract BBB, and an elevation of 100.42 feet along Line F shown on said Tract BBB, and lying with the following described boundaries:

Commencing at said Point L; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet; thence N35°14'16"W a distance of 12.30 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 10.52 feet to the point of beginning of Line E; thence N54°45'44"E a distance of 5.87 feet along said Line E to the point of termination of said Line E; thence S35°14'16"E along the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518, a distance of 10.52 feet to the point of beginning of Line F; thence S54°45'44"W a distance of 5.87 feet, more or less, along said Line F to the actual point of beginning, said point also being the point of termination of said Line F.

CMM 957474 exh



C. E. COULTER & ASSOCIATES, INC.

LAND SURVEYORS

Professionally Licensed in Minnesota, Iowa and Wisconsin

JOHN COULTER PETERSON

Wood Park I, Suite 216, 1000 East 146th Street, Burnsville, MN 55337-4656

(612) 824-0370 / (612) 953-3639 / FAX (612) 953-3971

E-Mail: coulter@isd.net

High Rise Construction
Construction Layout
Platting
Lot Surveys
ALTA Surveys
Section Subdivisions
Topographic Mapping
Shopping Centers

SKYWAY LEVEL:

LEGAL DESCRIPTION FOR PEDESTRIAN EASEMENT:

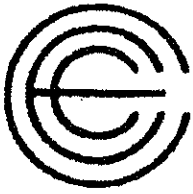
That part of Tracts KK, SS, TT, VV, WW, XX, YY, ZZ, AAA, BBB, CCC, DDD, EEE and FFF, Registered Land Survey No. 518, files of the Registrar of Titles, in and for Ramsey County, Minnesota described as follows:

Commencing at the most Southerly corner of said Tract XX; thence North 35 degrees 19 minutes 17 seconds West, assumed bearing, along the Southwesterly line of said Tract XX, a distance of 13.05 feet; thence North 35 degrees 11 minutes 13 seconds West, along the Southwesterly line of said Tracts XX and ZZ, a distance of 22.35 feet to the actual point of beginning of the easement to be described; thence North 35 degrees 11 minutes 13 seconds West, along said Southwesterly line of Tract ZZ, a distance of 12.00 feet; thence North 54 degrees 51 minutes 16 seconds East, a distance of 137.61 feet; thence along a non-tangential curve concave to the Southeast, having a radius of 54.86 feet, a central angle of 52 degrees 34 minutes 21 seconds, a distance of 50.34 feet; thence North 66 degrees 40 minutes 42 seconds West, a distance of 43.44 feet; thence North 35 degrees 13 minutes 26 seconds West, a distance of 163.13 feet; thence North 54 degrees 51 minutes 41 seconds East, a distance of 8.29 feet; thence North 35 degrees 08 minutes 19 seconds West, a distance of 9.14 feet; thence South 54 degrees 51 minutes 41 seconds West, a distance of 3.09 feet; thence North 35 degrees 08 minutes 19 seconds West, a distance of 10.63 feet; thence North 55 degrees 22 minutes 17 seconds East, a distance of 11.56 feet; thence South 35 degrees 13 minutes 25 seconds East, a distance of 5.04 feet; thence North 54 degrees 55 minutes 23 seconds East, a distance of 31.64 feet; thence South 35 degrees 04 minutes 37 seconds East, a distance of 10.53 feet; thence South 54 degrees 55 minutes 23 seconds West, a distance of 25.51 feet; thence South 35 degrees 08 minutes 19 seconds East, a distance of 1.98 feet; thence North 54 degrees 55 minutes 23 seconds East, a distance of 1.32 feet; thence South 35 degrees 08 minutes 19 seconds East, a distance of 4.94 feet; thence South 54 degrees 55 minutes 23 seconds West, a distance of 7.94 feet; thence South 35 degrees 08 minutes 19 seconds East, a distance of 13.63 feet; thence South 54 degrees 55 minutes 23 seconds West a distance of 4.23 feet; thence South 35 degrees 13 minutes 26 seconds East, a distance of 143.29 feet; thence South 66 degrees 40 minutes 42 seconds East, a distance of 41.50 feet; thence along a non-tangential curve concave to the Southwest, having a radius of 54.86 feet, a central angle of 153 degrees 57 minutes 50 seconds, a distance of 147.42 feet; thence South 35 degrees 10 minutes 50 seconds East, a distance of 83.37 feet;

CEC PROJECT NO. 11,678

4/28/98

file:winword2\town.doc



C. E. COULTER & ASSOCIATES, INC.

LAND SURVEYORS

Professionally Licensed in Minnesota, Iowa and Wisconsin

JOHN COULTER PETERSON

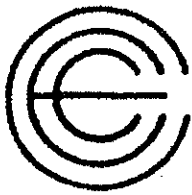
Wood Park I, Suite 216, 1000 East 146th Street, Burnsville, MN 55337-4656

(612) 824-0370 / (612) 953-3639 / FAX (612) 953-3971

E-Mail: cpoulter@lsd.net

High Rise Construction
Construction Layout
Platting
Lot Surveys
ALTA Surveys
Section Subdivisions
Topographic Mapping
Shopping Centers

thence North 84 degrees 54 minutes 46 seconds East, a distance of 58.36 feet, more or less, to the Northeasterly line of said Tract FFF; thence South 35 degrees 14 minutes 16 seconds East, along said Northeasterly line, a distance of 3.27 feet, more or less, to the Southeasterly line of said Tract FFF; thence South 54 degrees 49 minutes 09 seconds West, along said Southeasterly line, a distance of 118.17 feet; thence North 35 degrees 11 minutes 46 seconds West, a distance of 17.47 feet; thence North 54 degrees 51 minutes 16 seconds East, a distance of 51.68 feet; thence North 35 degrees 10 minutes 50 seconds West, a distance of 21.03 feet; thence South 54 degrees 51 minutes 23 seconds West, a distance of 7.16 feet; thence North 35 degrees 10 minutes 50 seconds West, a distance of 27.29 feet; thence North 54 degrees 50 minutes 13 seconds East, a distance of 0.46 feet; thence North 35 degrees 10 minutes 50 seconds West, a distance of 16.36 feet; thence South 54 degrees 55 minutes 01 seconds West, a distance of 30.83 feet; thence South 35 degrees 11 minutes 46 seconds East, a distance of 16.38 feet; thence North 54 degrees 50 minutes 14 seconds East, a distance of 0.49 feet; thence South 35 degrees 11 minutes 46 seconds East, a distance of 28.03 feet; thence South 54 degrees 50 minutes 14 seconds West, a distance of 7.11 feet; thence North 35 degrees 11 minutes 46 seconds West, a distance of 67.01 feet; thence South 80 degrees 47 minutes 01 seconds West, a distance of 4.90 feet; thence South 0 degrees 0 minutes 14 seconds East, a distance of 131.08 feet; thence South 56 degrees 14 minutes 51 seconds West, a distance of 14.43 feet; thence North 0 degrees 0 minutes 14 seconds West, a distance of 139.02 feet; thence along a non-tangential curve concave to the Northeast, having a radius of 54.86 feet, a central angle of 42 degrees 48 minutes 40 seconds, a distance of 40.99 feet; thence South 54 degrees 51 minutes 16 seconds West, a distance of 137.58 feet, more or less, to the point of beginning. Except that part described as follows: Commencing at the most Southerly corner of said Tract XX; thence North 54 degrees 48 minutes 50 seconds East, a distance of 179.53 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 0.16 feet to the point of beginning of the exception to be described; thence clockwise along a non-tangential curve, having a radius of 42.86 feet, a central angle of 325 degrees 29 minutes 27 seconds, a distance of 243.48 feet; thence North 35 degrees 17 minutes 10 seconds West, a distance of 38.57 feet; thence South 54 degrees 53 minutes 54 seconds West, a distance of 25.33 feet; thence South 35 degrees 08 minutes 28 seconds East, a distance of 38.70 feet, more or less, to the point of beginning.



C. E. COULTER & ASSOCIATES, INC.

LAND SURVEYORS

Professionally Licensed in Minnesota, Iowa and Wisconsin

JOHN COULTER PETERSON

Wood Park I, Suite 216, 1000 East 146th Street, Burnsville, MN 55337-4656

(612) 824-0370 / (612) 953-3639 / FAX (612) 953-3971

E-Mail: coulter@isd.net

High Rise Construction
Construction Layout
Platting
Lot Surveys
ALTA Surveys
Section Subdivisions
Topographic Mapping
Shopping Centers

STREET LEVEL:

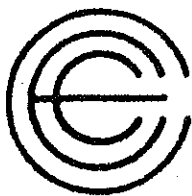
LEGAL DESCRIPTION FOR PEDESTRIAN EASEMENT:

That part of Tracts P, Q and R, Registered Land Survey No. 518, files of the Registrar of Titles, in and for Ramsey County, Minnesota described as follows:

Commencing at the most Westerly corner of said Tract R; thence South 35 degrees 11 minutes 13 seconds East, assumed bearing, along the Southwesterly line of said Tract R, a distance of 5.24 feet to the actual point of beginning of the easement to be described; thence North 54 degrees 57 minutes 03 seconds East, a distance of 4.48 feet; thence North 8 degrees 54 minutes 39 seconds East, a distance of 7.12 feet; thence North 69 degrees 40 minutes 07 seconds East, a distance of 18.68 feet; thence South 34 degrees 58 minutes 11 seconds East, a distance of 23.71 feet; thence North 54 degrees 50 minutes 32 seconds East, a distance of 134.74 feet; thence North 35 degrees 09 minutes 28 seconds West, a distance of 9.19 feet; thence North 0 degrees 25 minutes 12 seconds West, a distance of 34.30 feet; thence South 54 degrees 53 minutes 49 seconds West, a distance of 1.56 feet; thence North 35 degrees 06 minutes 11 seconds West, a distance of 45.52 feet; thence North 54 degrees 53 minutes 49 seconds East, a distance of 24.32 feet; thence South 35 degrees 06 minutes 11 seconds East, a distance of 45.43 feet; thence South 54 degrees 53 minutes 49 seconds West, a distance of 1.69 feet; thence South 73 degrees 50 minutes 16 seconds East, a distance of 18.41 feet; thence North 37 degrees 43 minutes 44 seconds East, a distance of 2.80 feet; thence North 54 degrees 59 minutes 36 seconds East, a distance of 57.88 feet; thence North 35 degrees 00 minutes 24 seconds West, a distance of 4.45 feet; thence North 54 degrees 59 minutes 36 seconds East, a distance of 17.77 feet; thence South 80 degrees 24 minutes 37 seconds East, a distance of 7.02 feet; thence North 54 degrees 48 minutes 39 seconds East, a distance of 3.69 feet, more or less, to its intersection with the Northeasterly line of said Tract R; thence South 35 degrees 11 minutes 21 seconds East, along said Northeasterly line, a distance of 12.49 feet; thence South 54 degrees 48 minutes 39 seconds West, a distance of 3.73 feet; thence South 10 degrees 20 minutes 20 seconds West, a distance of 7.03 feet; thence South 54 degrees 59 minutes 36 seconds West, a distance of 18.87 feet; thence South 35 degrees 17 minutes 10 seconds East, a distance of 3.84 feet; thence South 54 degrees 59 minutes 36 seconds West, a distance of 52.93 feet; thence South 35 degrees 17 minutes 10 seconds East, a distance of 43.77 feet; thence South 54 degrees 50 minutes 50 seconds West, a distance of 17.06 feet; thence South 35 degrees 08 minutes 28 seconds East, a distance of 3.74 feet; thence North 54 degrees 50 minutes 50 seconds East, a distance of 1.71 feet; thence South 35 degrees 08 minutes 28 seconds East, a distance of 12.22 feet;

CEC PROJECT NO. 11,678
file: winword2\town.doc

4/24/98



C. E. COULTER & ASSOCIATES, INC.

LAND SURVEYORS

Professionally Licensed in Minnesota, Iowa and Wisconsin

JOHN COULTER PETERSON

Wood Park I, Suite 216, 1000 East 146th Street, Burnsville, MN 55337-4656

(612) 824-0370 / (612) 953-3639 / FAX (612) 953-3971

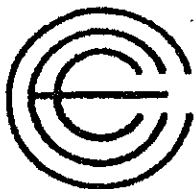
E-Mail: coulter@isd.net

High Rise Construction
Construction Layout
Plating
Lot Surveys
ALTA Surveys
Section Subdivisions
Topographic Mapping
Shopping Centers

thence South 10 degrees 45 minutes 07 seconds West, a distance of 9.67 feet; thence South 54 degrees 50 minutes 50 seconds West, a distance of 12.67 feet; thence North 79 degrees 57 minutes 28 seconds West, a distance of 9.49 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 12.26 feet; thence North 54 degrees 50 minutes 50 seconds East, a distance of 1.56 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 3.70 feet; thence South 54 degrees 50 minutes 50 seconds West, a distance of 16.19 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 29.62 feet; thence South 54 degrees 50 minutes 32 seconds West, a distance of 154.61 feet; thence North 34 degrees 58 minutes 11 seconds West, a distance of 18.07 feet; thence North 84 degrees 19 minutes 38 seconds West, a distance of 7.42 feet; thence South 54 degrees 57 minutes 03 seconds West, a distance of 4.41 feet, more or less, to its intersection with the Southwesterly line of said Tract R; thence North 35 degrees 11 minutes 13 seconds West, along said Southwesterly line, a distance of 12.45 feet, more or less, to the point of beginning.

CEC PROJECT NO. 11,678
file:winword2\town.doc

4/24/98



C. E. COULTER & ASSOCIATES, INC.

LAND SURVEYORS

Professionally Licensed in Minnesota, Iowa and Wisconsin

JOHN COULTER PETERSON

Wood Park I, Suite 216, 1000 East 146th Street, Burnsville, MN 55337-4656

(612) 824-0370 / (612) 953-3639 / FAX (612) 953-3971

E-Mail: coulter@isd.net

High Rise Construction
Construction Layout
Platting
Lot Surveys
ALTA Surveys
Section Subdivisions
Topographic Mapping
Shopping Centers

CONCOURSE LEVEL:

LEGAL DESCRIPTION FOR PEDESTRIAN EASEMENT:

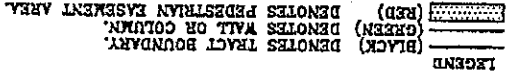
That part of Tract D, Registered Land Survey No. 518, files of the Registrar of Titles, in and for Ramsey County, Minnesota described as follows:

Commencing at the most Southerly corner of Tract B, said Registered Land Survey No. 518; thence North 54 degrees 48 minutes 50 seconds East, assumed bearing, along the Southeasterly line of said Tract B, a distance of 163.39 feet, more or less, to its intersection with a line dividing said Tracts B and D, said point being the actual point of beginning of the easement to be described; thence North 35 degrees 11 minutes 08 seconds West along said dividing line between Tracts B and D, a distance of 4.75 feet; thence North 54 degrees 48 minutes 52 seconds East a distance of 16.63 feet; thence North 35 degrees 05 minutes 23 seconds West a distance of 89.90 feet; thence North 54 degrees 53 minutes 49 seconds East a distance of 6.92 feet; thence South 35 degrees 06 minutes 11 seconds East a distance of 34.69 feet; thence North 54 degrees 49 minutes 00 seconds East a distance of 10.39 feet; thence North 35 degrees 06 minutes 11 seconds West a distance of 34.68 feet; thence North 54 degrees 53 minutes 49 seconds East a distance of 6.97 feet; thence South 35 degrees 11 minutes 00 seconds East a distance of 89.88 feet; thence North 54 degrees 48 minutes 52 seconds East a distance of 15.42 feet, more or less, to its intersection with a line dividing said Tracts B and D; thence South 35 degrees 11 minutes 08 seconds East along said dividing between Tracts B and D, a distance of 4.62 feet, more less to the Southeasterly line of said Tract D; thence South 54 degrees 48 minutes 50 seconds West along said Southeasterly line of Tract D a distance of 56.48 feet, more or less to the point of beginning.

CEC PROJECT NO. 11,678
file: winword2/town.doc

4/24/98

SKYWAY LEVEL



1) TRACTS KK, SS, 11 AND XX, REGISTERED LAND SURVEY NO. 516 LIE BETWEEN ELEVATIONS 98.37 FEET AND 104.76 FEET, CITY OF ST. PAUL DATUM.

2) TRACTS KK, YY, ZZ AND YYY, REGISTERED LAND SURVEY NO. 516 LIE BETWEEN ELEVATIONS 98.37 FEET AND 104.76 FEET, CITY OF ST. PAUL DATUM.

3) TRACTS BBB, CCC, DDD, EEE AND FFF, REGISTERED LAND SURVEY NO. 516 LIE BETWEEN ELEVATIONS 98.37 FEET AND 104.76 FEET, CITY OF ST. PAUL DATUM.

4) ALL BEARINGS SHOWN ARE ASSUMED DATUM.

Date 8/18/88
Lic. No. 13792

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, IOWA AND ILLINOIS

Wood Park 1
Suite 216
1000 East 145th St.
Burrville, Minnesota 55337-4535
Phone: 612-824-0570 / 612-853-3638
Fax: 612-853-3671
E-mail: cco@ceda.net

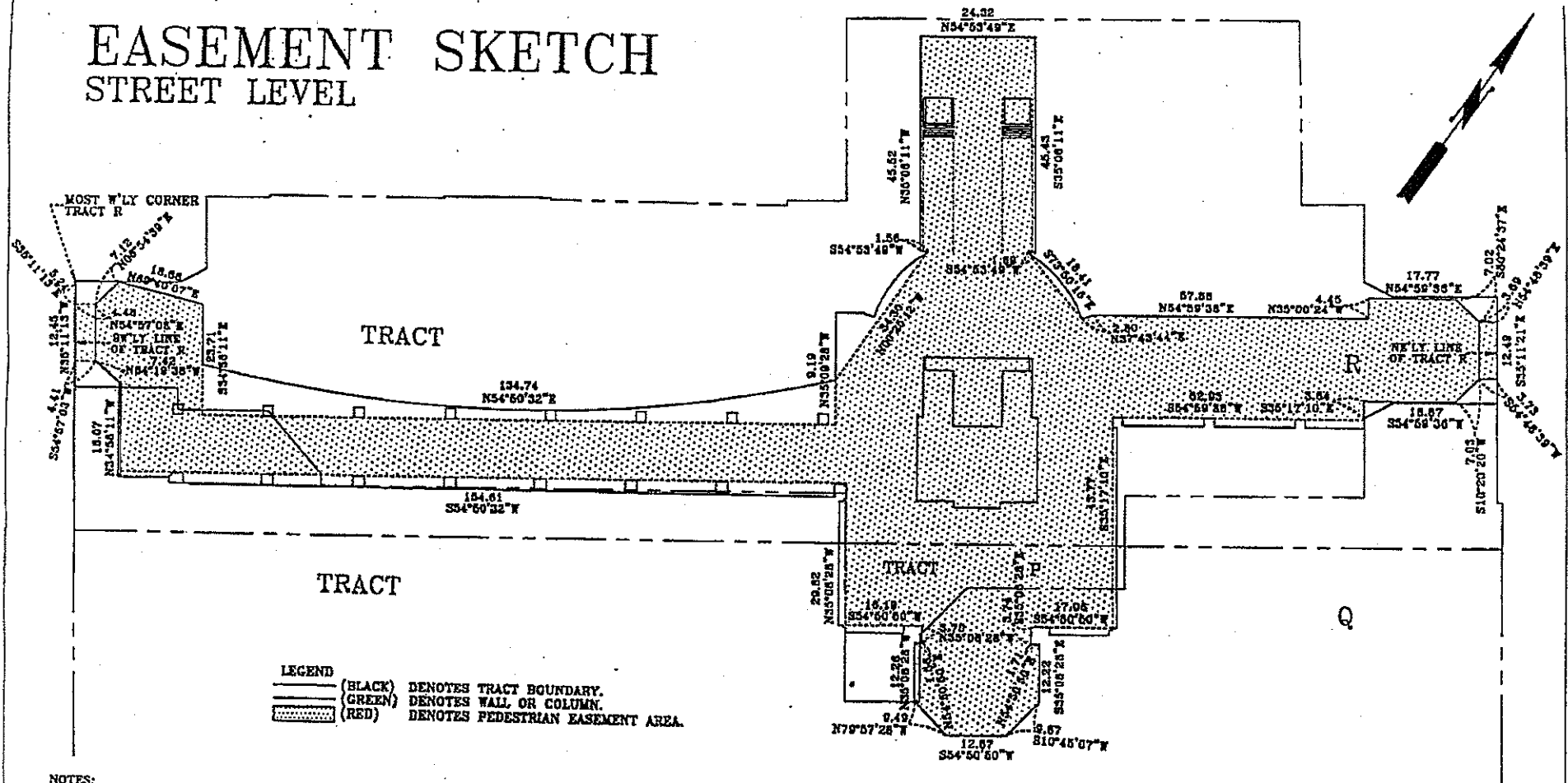


Guaranteed Minnesota 66337-4656
Phone: 612-824-0370/612-853-3638

Wood Park 1 Suite 210
1000 East 170th St

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA

EASEMENT SKETCH STREET LEVEL



LEGEND
 (BLACK) DENOTES TRACT BOUNDARY.
 (GREEN) DENOTES WALL OR COLUMN.
 (RED) DENOTES PEDESTRIAN EASEMENT AREA.

NOTES:

- 1) TRACT P, REGISTERED LAND SURVEY NO. 618 LIES BETWEEN ELEVATIONS 72.36 FEET AND 88.37 FEET, CITY OF ST. PAUL DATUM.
- 2) TRACT Q, REGISTERED LAND SURVEY NO. 618 LIES BETWEEN ELEVATIONS 72.00 FEET AND 88.37 FEET, EXCEPT BELOW THE SPACE DEFINED AS TRACT P, WHERE TRACT Q ALSO LIES BETWEEN ELEVATIONS 72.00 FEET AND 72.36 FEET, CITY OF ST. PAUL DATUM.
- 3) TRACT R, REGISTERED LAND SURVEY NO. 618 LIES BETWEEN ELEVATIONS 72.36 FEET AND 88.37 FEET AND INCLUDES THAT SPACE DEFINED AS TRACT R WHERE TRACT R LIES BETWEEN ELEVATIONS 85.04 FEET AND 88.37 FEET, CITY OF ST. PAUL DATUM.
- 4) ALL BEARINGS SHOWN ARE ASSUMED DATUM.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

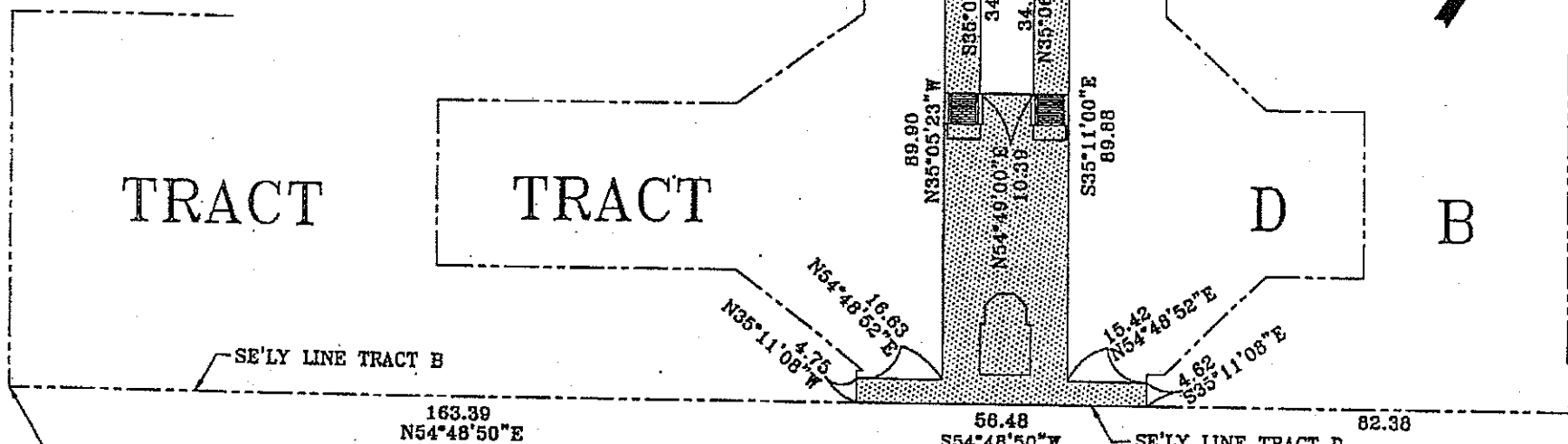
John Coulter Peterson

Date 4/24/98 Lic. No. 13792

DATE: 4/24/98	C. E. COULTER & ASSOCIATES, INC.		SCALE: NONE
REVISIONS	LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA		JOB NO. 11,878
	Wood Park I Suite 218		BLK/PL 773/2
	1800 East 148th St.		FILE NO. 7-19
	Burnsville, Minnesota 55337-4885		
	Phone: 612-224-0378/612-933-3639		
	Fax: 612-953-3971		
	E-mail: coulter@iad.net		
	SHEET 1 OF 3		

EASEMENT SKETCH CONCOURSE LEVEL

BY JOHN EMM 00101-1380
20 1001 200001 0001
1000 10000001 1000 10000001
10000001 10000001 10000001



LEGEND

- (BLACK) DENOTES TRACT BOUNDARY.
- (GREEN) DENOTES WALL OR COLUMN.
- (RED) DENOTES PEDESTRIAN EASEMENT AREA.

- NOTES: 1) TRACT D, REGISTERED LAND SURVEY NO. 518 LIES BETWEEN ELEVATIONS 54.31 FEET AND 72.36 FEET, CITY OF ST. PAUL DATUM.
2) ALL BEARINGS SHOWN ARE ASSUMED DATUM.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date 6/19/98

Lic.No. 13792

DATE: 4/24/98
REVISIONS
6/19/98

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA



Wood Park 1 Suite 218
1000 East 149th St.
Burnsville, Minnesota 55337-4666
Phone: 952-824-0370/612-963-3639
Fax: 612-963-3071
E-mail: coulter@isd.net

SCALE: NONE
JOB NO. 11,678
EX./PG. 773/2
FILE NO. 7-19

SHEET 1 OF 2