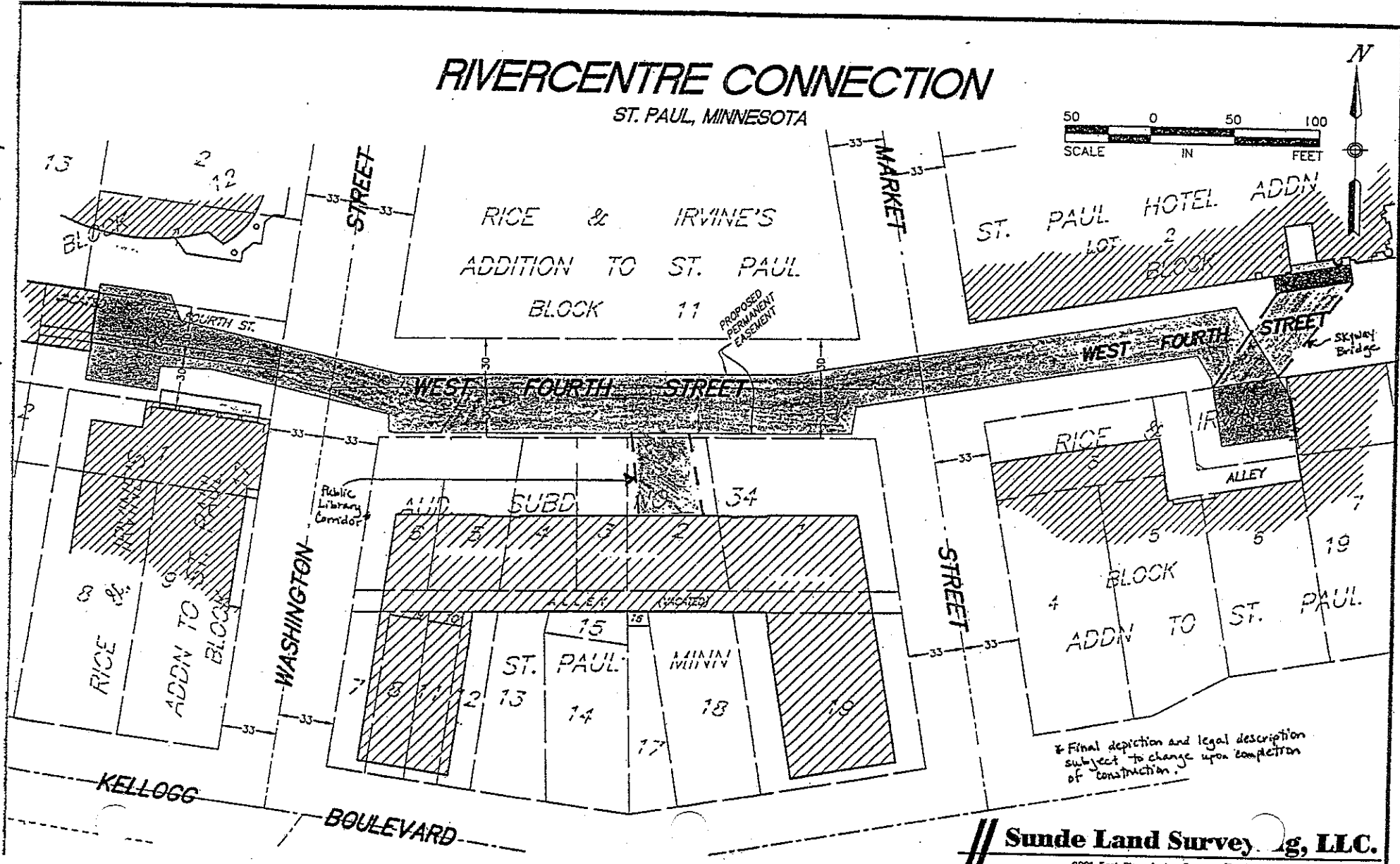
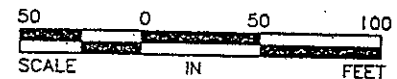


RIVERCENTRE CONNECTION

ST. PAUL, MINNESOTA



* Final depiction and legal description subject to change upon completion of construction.

Sunde Land Survey, LLC.

EXHIBIT A-1

~~EXHIBIT F~~
3K-41

RIVERCENTRE CONNECTION AGREEMENT
REGARDING EASEMENTS FOR THE
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A PEDESTRIAN WALKWAY
BETWEEN THE RIVERCENTRE COMPLEX AND
THE EXISTING SKYWAY SYSTEM IN LANDMARK TOWER ("PROJECT")
AND ASSOCIATED PEDESTRIAN CONCOURSES
OVER, UNDER AND ACROSS CERTAIN REAL PROPERTY
AS DESCRIBED HEREIN ("CORRIDOR")

Dated as of March 1, 2001

TABLE OF CONTENTS

	<u>Page</u>
I. BASIC RECITALS COVENANTS, TERMS AND CONDITIONS	1
1.1 Parties.....	1
1.2 Recitals.....	1
1.3 Cooperative Agreement	2
1.4 Purpose of Cooperative Agreement	2
1.5 Description of Parties' Interests, Rights and Obligations under the Connection Agreement	3
1.6 Corridor.....	6
II. ADDITIONAL COVENANTS TERMS AND CONDITIONS	8
2.1 Construction of the Project	8
2.2 Assignment of Warranties.....	10
2.3 Costs Relating to Design and Construction of Project.....	10
2.4 Design and Construction of Landmark Tower Pedestrian Concourse.....	10
2.5 Cost of Landmark Tower Concourse Construction	11
2.6 General Skyway Easement Requirements for the Project	11
a. Hours of Operation	11
b. Width of Easement.....	12
c. Easements Public and Subject to Law	12
d. Waiver of Share in Damages	12
e. Public Benefit.....	12
2.7 Operation, Maintenance and Repair of Project and Pedestrian Concourses.....	13
a. Project	13
b. Maintenance of the Landmark Tower Concourses and Carpet.....	13
c. Failure to Maintain/Remedies.....	14
2.8 Advertising: Signage.....	15

2.9	Indemnity, Waiver and Insurance Considerations	16
a.	Insurance During Construction	16
b.	Master Association Post-Completion Indemnity	16
c.	Authority Post-Completion Responsibility	17
d.	Post-Completion Waiver	17
e.	Post-Completion Project Insurance	17
f.	Post-Completion Landmark Tower Concourse Property and Liability Insurance	17
g.	Self-Insurance	18
2.10	Casualty in Corridor, Project and Adjoining Buildings	18
2.11	Directional Signs	20
2.12	Miscellaneous Obligations	20
a.	Dispute Resolution	20
b.	Subject to Laws	23
c.	Successors and Assigns Bound	23
d.	Agreement Survives Conveyance, Is Not Merged	23
e.	Owners Retain Property Rights: Obligations Conveyed	23
f.	Effective Date of Obligations - Project	24
g.	Effective Date of Obligations - Concourses	24
2.13	Notices - Address	24
a.	City of Saint Paul	24
b.	RiverCentre Authority	25
c.	Park Holdings, LLC	26
d.	Ordway Center for the Performing Arts	26
e.	Amhoist/Park Towers/Ramp Condominium Master Association	26
f.	Rice Park Properties Corporation	27
g.	Port Authority of the City of Saint Paul	27
2.14	Savings Clause	27

a.	Skyway Policy Pertinent.....	27
b.	Captions, Headings, or Titles.....	28
2.15	Contingent Obligation.....	28
2.16	Memorandum of Agreement.....	28
2.17	Reservation	29
2.18	Special Assessments	29

EXHIBIT A - LEGAL DESCRIPTION OF RIVERCENTRE PROPERTY	A-1
EXHIBIT A-1 - CITY DECLARATION OF RIVERCENTRE EASEMENTS	A-1-1
EXHIBIT B - LEGAL DESCRIPTION OF PARK HOLDINGS, LLC PROPERTY	B-1
EXHIBIT B-1 - GRANT OF EASEMENTS B-1-1	
EXHIBIT C - LEGAL DESCRIPTION OF ORDWAY CENTER FOR THE PERFORMING ARTS PROPERTY	C-1
EXHIBIT C-1 - GRANT OF EASEMENTS C-1-1	
EXHIBIT D - PUBLIC LIBRARY LEGAL DESCRIPTION	D-1
EXHIBIT D-1 - DECLARATION OF EASEMENTS FOR PUBLIC LIBRARY	D-1-1
EXHIBIT E - GRANT OF EASEMENTS AND TERMINATION CONCERNING SKYWAY	E-1
EXHIBIT E-1 - DEPICTION OF LANDMARK TOWER CONCOURSE EASEMENTS	E-1-1
EXHIBIT F - CORRIDOR LEGAL DESCRIPTION	F-1
EXHIBIT F-1 - CORRIDOR DEPICTION	F-1-1
EXHIBIT F-2 - SKYWAY FACILITY LEGAL DESCRIPTION	F-2-1
EXHIBIT G - ADVERTISING GUIDELINES	G-1

RIVERCENTRE CONNECTION AGREEMENT

THIS AGREEMENT is made and entered into as of this first day of March, 2001, by and among the **CITY OF SAINT PAUL**, a Minnesota municipal corporation ("**City**"); the **RIVERCENTRE AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, ("**Authority**"); **PARK HOLDINGS, LLC**, a Minnesota limited liability company, ("**Club**"); **ORDWAY CENTER FOR THE PERFORMING ARTS**, a Minnesota non-profit corporation ("**Ordway**"); **AMHOIST TOWER/PARK TOWERS/RAMP CONDOMINIUM ASSOCIATION**, a Minnesota nonprofit corporation ("**Master Association**"); **RICE PARK PROPERTIES CORPORATION**, a Minnesota corporation ("**Properties**"); and **PORT AUTHORITY OF THE CITY OF SAINT PAUL**, a public body corporate and politic under the laws of the State of Minnesota ("**Port**").

NOW THEREFORE, the Parties agree as follows:

I.

BASIC RECITALS

COVENANTS, TERMS AND CONDITIONS

1.1 **Parties.** The parties to this RIVERCENTRE CONNECTION AGREEMENT (the "**Connection Agreement**") are identified above and shall be referred to as a **Party**, individually, or as **Parties** if two or more.

1.2 **Recitals.** The Recitals as set forth herein are part of this Agreement for all purposes and, as required, shall be considered as covenants or conditions of the Parties hereto.

1.3 **Cooperative Agreement.** This **Connection Agreement** is contemplated by and in furtherance of that certain document entitled RiverCentre Pedestrian Link Cooperative Agreement, dated May 23, 2000 ("**Cooperative Agreement**") among and between Ramsey County, a political subdivision of the State of Minnesota ("**County**"), the **City**, the **Port**, Capital City Properties, a Minnesota nonprofit corporation ("**CCP**") and the Saint Paul Convention and Visitors Bureau, a Minnesota nonprofit corporation ("**CVB Foundation**").

1.4 **Purpose of Cooperative Agreement.** The Purpose of the **Cooperative Agreement** is to set forth the rights, duties and obligations of the parties thereto in connection with the acquisition of rights, the design, construction and repair of a below ground and skyway pedestrian walkway between the **Landmark Tower Building** ("**Landmark Tower**") located at the northwest corner of Fourth Street and St. Peter Street in the City of St. Paul and the **RiverCentre Complex** ("**RiverCentre**") located in the City of St. Paul, with such walkway entering the **RiverCentre** in the area of what is commonly referred to as the Fourth Street Entrance. The **Cooperative Agreement** also sets forth certain financial obligations of the parties to that agreement. The **City** is responsible for acquiring the real estate rights necessary to create the corridor for the below ground and skyway connection ("**Corridor**"). It is the intention of the **Parties** that such **Corridor** shall be, in all respects, incorporated into the Saint Paul Skyway System ("**Skyway System**") as generally described in City of Saint Paul Legislative Code, Chapter 140 ("**Ordinance**"). Under the **Cooperative Agreement** and related documents, upon acquiring the **Corridor**, the **City** will lease the **Corridor** to the **County** under a **Ground Lease** and the **County** will cause the necessary improvements, structures, equipment and materials to

be installed in the **Corridor**, which improvements, structures, equipment and materials will hereinafter be described as the "**Project**." The **Project** will be constructed pursuant to plans and specifications dated as of March 1, 2001 prepared by CNA Consulting Engineers ("**Plans**"). **County** will pay all of the costs for the construction of the **Project** and related costs, all as set forth in the final **Project** budget approved in accordance with the **Cooperative Agreement** ("**Project Costs**"). Upon completion of the **Project**, the **County** will co-own the **Project** with the **City** and **County** will, in turn, lease the **County's** share of the **Project** to the **City** under a **Facility Lease**. The **City** is obligated to operate, manage and maintain the **Project**, and because the **Project** is considered to be part of the **RiverCentre**, the **Authority** will perform the **City's** obligations under the **Facility Lease**. **Port** is acting as agent of the **County** and the **City** in connection with acquiring the **Corridor** and constructing the **Project** in the **Corridor** as contemplated by the **Cooperative Agreement**, the **Ground Lease** and the **Facility Lease**.

1.5 **Description of Parties' Interests, Rights and Obligations under the Connection Agreement.** The interests, rights and obligations of the Parties under this Connection Agreement are as follows:

a. **City** will acquire any and all fee interests, easements, rights-of-way and permits needed to create the **Corridor**, which the **City** will in turn lease to the **County** under the **Ground Lease**. The **City** will also be both an owner of an undivided interest in and the tenant of the remaining undivided interest in the **Project** under the **Facility Lease**. **Authority** will manage the **Project**. Pursuant to the terms of the **Ground Lease**, the **Corridor** will be subject to an easement for the **Skyway System**. **City** represents that it has a right to convey all interests

under the public streets as necessary for the **Corridor** and it will cause all utilities to be relocated as required, at no expense to the **City**. The **RiverCentre** is a termination point for the **Corridor** and **City**, as fee owner of the **RiverCentre**, will declare the easements necessary for the **Corridor** and the **Project** in the form attached hereto as **Exhibit A-1**.

b. **Authority** has the statutory obligation to manage and operate the **RiverCentre**, which is legally described on **Exhibit A** attached hereto. Because the **Project** is deemed part of the **RiverCentre**, **Authority's** statutory obligation extends to manage and operate the **Project** upon completion. The **Authority** will secure the financing necessary to defray the cost and expense of managing and operating the **Project** through its own financial resources and the resources of those organizations, entities and governmental subdivisions that will benefit directly and indirectly from construction of the **Project**. **Authority** shall consent to **City's** declaration of easements attached as **Exhibit A-1**.

c. **Club** owns and operates the real property legally described on **Exhibit B** attached hereto. In consideration of the benefits that the **Corridor** and **Project** will give to the **Club**, **Club** will grant temporary and permanent easements to the **City** in the form attached hereto as **Exhibit B-1**.

d. **Ordway** owns the real property legally described on **Exhibit C** attached hereto and in consideration of the benefits that the **Corridor** and **Project** will give to the **Ordway**, **Ordway** will grant temporary and permanent easements to the **City** in the form attached hereto as **Exhibit C-1**.

e. **City** is the owner of the real property described on **Exhibit D** attached hereto, commonly referred to as the Saint Paul Public Library ("**Public Library**"). **City** shall declare the easements necessary for the **Corridor** and **Project** to connect to the exterior wall on the Fourth Street side of the **Public Library** building as set forth on the attached **Exhibit D-1**.

f. **Master Association** is the condominium association that is responsible for managing that portion of **Landmark Tower** affected by this Agreement, legally described as Units 201 and 202, Condominium No. 200, Amhoist Tower Condominium, Ramsey County, Minnesota, and in consideration of the benefits that the **Corridor** and **Project** will give to the **Landmark Tower**, **Master Association** will grant certain easements in the form attached hereto as **Exhibit E** and depicted on the attached **Exhibit E**, which will terminate certain existing skyway pedestrian concourse easements located in the **Landmark Tower** and replaces such existing easements with new easements as described in such document ("**Landmark Tower Easement**"). The **Landmark Tower Easement** will include all rights of support to connect the **Corridor** skyway bridge over and across Fourth Street ("**Skyway Bridge**") to **Landmark Tower**, including the right to construct additional support systems that connect to **Landmark Tower**, with the design of such support systems to be reasonably approved by the **Master Association** within 30 days from the date **Port** notifies **Master Association** in writing of the design. If **Master Association** has not approved or disapproved of the design within 30 days of the date **Master Association** receives **Port's** notification, **Master Association** shall be deemed to have approved the design. The **Master Association** acknowledges that, as part of the **Project**, the **Landmark Tower** parking ramp venting system will be modified because such system is

currently located in the area where the **Skyway Bridge** will attach to the **Landmark Tower**. The support system work and the work on the parking ramp venting is included as part of the **Project Costs**. The **Master Association** also acknowledges that during construction, the **Project** will affect the loading dock area of **Landmark Tower** from time to time during the construction period; however, such loading dock area will be reasonably usable during the construction period.

g. **Properties** is the owner of the Condominium Unit in **Landmark Tower** in which the pedestrian skyway concourse that will connect to the **Corridor** is located and, in consideration of the **Project** being constructed, **Properties** will also execute the **Landmark Tower Easement** and **Properties** shall pay for any and all improvements needed in the **Landmark Tower** for the new skyway pedestrian concourse system located in **Landmark Tower** which will be connected to the **Corridor**.

h. **Port** will act as agent for **County** and the **City** to acquire the rights for the **Corridor** and to design and construct the **Project** in the **Corridor**, pursuant to the terms of Section 2.1 of this Agreement.

1.6 **Corridor**. The **Corridor** is legally described on **Exhibit F** attached hereto and depicted on **Exhibit F-1** attached hereto. It is generally described as running from the **Landmark Tower**, at the skyway level, crossing Fourth Street using the **Skyway Bridge** to a facility to be constructed as part of the **Project** on real property described on **Exhibit F-2** attached hereto, which will be acquired and owned by the **City** and leased to the **County** under the **Ground Lease** ("Skyway Facility"). At the **Skyway Facility**, the **Corridor** will, through

the use of vertical access facilities located in the **Skyway Facility**, go below ground to an elevation of approximately 25 feet below street level. Through the use of an underground passageway under Fourth Street ("**Underground Passage**"), the **Corridor** will proceed to the **RiverCentre** where, through the use of vertical access facilities located in a facility to be constructed as part of the **Project** in the easement areas granted by **Club** and **Ordway** in the general area of the Fourth Street entrance of **RiverCentre** ("**Fourth Street Facility**"), the **Corridor** will terminate at the street level of the **RiverCentre** pedestrian concourse. The **Corridor** and **Underground Passage** will include an underground connection to the exterior wall on the Fourth Street side of the **Public Library**. There will be public entrances to the **Corridor** via vertical access facilities located at the southeast corner of the Fourth Street and Washington Street intersection and the southwest corner of the Fourth Street and Market Street intersection ("**Street Entrances**"). The **Corridor** and the pedestrian concourse easements in the **Landmark Tower**, the **Public Library** and the **RiverCentre** will be considered to be part of the **Skyway System** for all purposes and be subject to the **Ordinance**.

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II.

ADDITIONAL COVENANTS

TERMS AND CONDITIONS

2.1 **Construction of the Project.** The Port, as agent for the County, will obtain all necessary licenses, temporary easements or permits, including a license from the James J. Hill Reference Library, and any necessary documentation relating to the **Public Library**, and will cause the **Project** to be constructed in accordance with the **Plans** including the **Underground Passage**, all **Corridor** entrances, including the portion of the corridor connecting to the exterior wall of the **Public Library**, the **Street Entrances**, the **Skyway Facility**, the **Fourth Street Facility**, the **Skyway Bridge** and all support systems as needed and all mechanical, electrical and drainage systems, installations and connections which are shown in the **Plans** generally as set forth in this **Section 2.1. Club, Ordway, Authority, Master Association, and Properties** acknowledge they have each reviewed and hereby approve the **Plans**. Any material changes in the **Plans** from and after the date hereof must be approved by any **Party** to this Agreement whose rights or obligations are materially affected by such proposed change. Requests for approval shall be responded to in a timely manner, and approval shall not be unreasonably withheld, conditioned or delayed. Failure of a **Party** to review and approve changes to **Plans** within 20 days shall be deemed approval hereunder.

a. The **Landmark Tower** will provide support for the **Skyway Bridge** at the point of entry into the **Landmark Tower**. As part of the **Project**, Port will cause additional supports for the **Skyway Bridge** to be attached to the **Landmark Tower**, as needed, with the design of

such support system to be reasonably approved by the **Master Association**. In addition as part of the **Project**, **Port** will make necessary changes in the **Landmark Tower** parking ramp venting system to accommodate the location of the **Skyway Bridge** at the point where it connects to the **Landmark Tower**.

b. The support structure for the **Skyway Bridge** at the point of entry into **Skyway Facility** will be constructed as part of the **Project**.

c. **RiverCentre** will provide any needed support for the **Corridor** at the point of entry in the **RiverCentre** and the cost thereof shall be deemed to be a **Project Cost** and not paid by the **Authority**.

d. **Public Library** will provide any necessary support for the **Corridor** at the point of entry to the **Public Library**.

In connection with the **Project**, **Port**, through its contractor, will cause some of the existing **Fourth Street** entrance to the **RiverCentre** to be removed for construction of the **Fourth Street Facility** to connect the **RiverCentre** to the **Project** in the **Corridor**. The **Project**, including the **Underground Passage**, the **Skyway Bridge**, the **Fourth Street Facility**, the **Street Entrances** and the **Skyway Facility** shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and drainage. The mechanical, electrical, drainage and security systems (including HVAC) of the **Project** shall be tied into the respective systems of the **RiverCentre**. **Authority** represents that the **RiverCentre** systems are sufficient to serve the **Project**. The **Skyway Bridge** and **Skyway Facility** shall include finishing at the **Skyway Bridge** ends, an independent pier support inclusive of finishes, a custom ceiling,

custom floors, insulated glass to the extent such glass is used to enclose the **Skyway Bridge** and **Skyway Facility**, and an automatic sliding glass door at the **Landmark Tower** end of the **Skyway Bridge**. There will be vertical access facilities in the **Skyway Facility** at the **Street Entrances** and in the **Fourth Street Facility**. The **Underground Passage** shall include finishes, custom floors, and a custom ceiling.

2.2 Assignment of Warranties. The **Port**, as agent for the **County**, will include a provision in its contract for the construction of the **Project** whereby the contractor consents to the assignment of warranties relating to improvements to **City** and upon request shall assign such warranties to **City** upon approved contract completion, without relinquishing its own rights under such warranties; and, if necessary, **Port** will cooperate and assist in any prosecution of lawful and proper claims such **Parties** may later assert against the contractor(s) or others arising from faulty design or construction of the **Project**. **Port**, as agent, will assign to **Master Association**, upon request, all warranties on machinery and equipment, if any, installed in connection with the **Project** construction that affect the **Landmark Tower**, without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims which may later be asserted against the vendors or others arising from faulty design or manufacture of such machinery and equipment.

2.3 Costs Relating to Design and Construction of Project. Under the Cooperative Agreement, **County** is obligated to pay any and all **Project Costs**.

2.4 Design and Construction of Landmark Tower Pedestrian Concourse.

Properties will design and construct the pedestrian concourses located in the Landmark Tower connecting to the Skyway Bridge without any vertical access facilities located in such building, except for the existing fire stairwell, which exits out of Landmark Tower directly to the public sidewalk, in accordance with this Agreement, the Landmark Tower Easement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, as may be amended or replaced and subject to City approval. The location and physical dimensions of fire stairs and pedestrian concourses shall be described and shown on **Exhibit E-1** attached hereto. Pedestrian concourses are estimated to be completed by November 30, 2001, as evidenced by a certificate of the architects for Properties certifying to such completion and subject to the reasonable approval of City. If the Port's estimated completion date of the Project is delayed, Port will notify Properties and the date by which the pedestrian concourses must be completed will be adjusted accordingly.

2.5 Cost of Landmark Tower Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the Landmark Tower to the Skyway Bridge, and access thereto, shall be paid by Properties.

2.6 General Skyway Easement Requirements for the Project.

a. **Hours of Operation.** The **Project**, or various segments thereof, including the connection to the Public Library (but excluding any future private connections made by **Club** or **Ordway**, unless specifically made part of the **System**) and the pedestrian concourses connected thereto must remain open to the public on the days and for the hours established from time to time under the **Skyway System** and the **Ordinance**.

b. **Width of Easement.** The public easements provided for herein shall be continuously at least 24 feet in width, except at nodes, if any, where it will be larger; or where stairways or the structural design of buildings is such that a width of 24 feet is impossible.

c. **Easements Public and Subject to Law.** The **Parties** agree and acknowledge that the pedestrian concourses within the easements herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the **City** which by force of law are applicable to the **Skyway System** shall govern, except as modified by the easements attached hereto.

d. **Waiver of Share in Damages.** The **City** hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the **Landmark Tower, Club** or **Ordway** parcels by condemnation or under the threat of condemnation. Said waiver applies to the easements through the properties but not to the **Skyway Bridge**, its supports, or its end portions within respective air rights easements. Said waiver does not apply to the **City** with respect to its real estate interests in the **Corridor** and the **Project**.

e. **Public Benefit.** It is agreed by and between the **Parties** hereto that the real estate interests in the **Corridor** shall at all times be owned by the **City** and that the **County** shall at all times co-own the **Project** with the **City**, subject to the **Facility Lease** and such **Corridor** and **Project** 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 **Corridor** and **Project** are intended to benefit the public generally.

2.7 **Operation, Maintenance and Repair of Project and Pedestrian Concourses.**

a. **Project.** **Authority** will perform the necessary management repair, maintenance and operation of the **Project** and its integral parts, including electrical, drainage, elevators and HVAC facilities in and serving the **Project** and the **Authority** will secure the financing necessary to defray the cost and expense of managing, repairing, maintaining and operating the **Project** through its own financial resources and the resources of those organizations, entities, and political subdivisions that will benefit directly and indirectly from construction of the **Project**. The parties to this Agreement may be asked from time to time by the **Authority** to contribute to the ongoing cost and expense of the **Project** and the decision to make contributions shall be within the discretion of the party being asked by the **Authority**. Such maintenance shall be to a reasonable standard of safety and cleanliness for the **Skyway System** in general and shall include, but not be limited to, glass, floor, ceiling, walls, façade, signage, hardware and metal trim cleaning, polishing, repair and replacement; roof and passageway maintenance; snow removal; repainting; light bulb replacement and light fixture cleaning. After completion of the

Project by the **County**, the **Authority** agrees to install pavers and artwork in the plaza area surrounding the Fourth Street entrance of the **RiverCentre**.

b. **Maintenance of the Landmark Tower Concourses and Carpet.** **Master Association** hereby agrees to provide all repairs and maintenance with respect to the pedestrian concourse in the **Landmark Tower** to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, **Landmark Tower** shall furnish **City's** Real Estate Department with up to ten copies of both preliminary and final plans and specifications for all additions, or repairs and replacements to the pedestrian concourses, which plans and specifications shall be subject to **City's** reasonable and timely approval or disapproval before commencement of work contemplated therein. Lack of action on the part of the **City** to approve or disapprove such plans or specifications, whether preliminary or final, within 30 calendar days after receipt of such plans and specifications shall be deemed approval. If **Master Association** uses or installs carpet or other less durable flooring material for concourse corridors, such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined by the **Authority**. **Master Association** shall submit samples of such new carpet or other material to be submitted to **City** for its review and approval, which approval shall not be unreasonably withheld. Lack of action on the part of the **City** to approve or disapprove such new carpet or other material within 30 calendar days after receipt of request for approval shall be deemed approval.

c. **Failure to Maintain/Remedies.** If Master Association fails to adequately maintain, repair and operate the pedestrian concourse areas through **Landmark Tower** to a reasonable standard of safety and cleanliness as determined with reference to the **Skyway System** in general, within 30 calendar days after receipt by **Master Association** of written demand from the **City**, specifying the actions to be taken, the **City** may undertake said reasonable and necessary maintenance, repair and operating tasks, and the costs incurred by **City** for said maintenance, repair and operation may be assessed to and shall be paid forthwith by **Master Association**; provided, however, that the **City** retains the right to assess such costs against **Master Association** as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the **City** cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the **City** to such time as may be reasonable for curing the condition. If there is a default by **Master Association** because of failure to adequately maintain, repair, and operate the **Skyway Bridge**, the **City** shall give notice to **Master Association** of such default.

2.8 **Advertising: Signage.** The Project and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purpose except as may be permitted under Section 140.06 of the Ordinance. Permanent store front signage shall not protrude out from the wall into the **Landmark Tower** pedestrian concourses except as subject to the reasonable approval of the **Authority** before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. **Plans** for all permanent signage shall be submitted to

Authority prior to sign construction and installation, and the **Authority** shall approve such plans if such signage is comparable to that existing elsewhere in the **Skyway System**, is not confusingly similar to the skyway directional signs, and is consistent with good design practices. Lack of action on the part of the **Authority** to approve or disapprove of signage plans within 30 calendar days after receipt of the signage plans shall be deemed approval. **Authority shall approve all advertising and signage in the Project; provided however, such advertising shall comply with the objectives and guidelines as set forth in a Memorandum Concerning Advertising In The St. Paul Pedestrian Tunnel dated February 22, 2001, a copy of which attached hereto as Exhibit G ("Advertising Guidelines").** Notwithstanding anything herein to the contrary, **Authority** shall have the right to arrange for and receive the proceeds from any and all advertising in the Underground Passage. **City** and **Authority** shall have no rights with respect to advertising in any separate connections installed by **Club** or **Ordway**, unless and until **Club** or **Ordway** elects to have its respective connection incorporated into and made part of the **Skyway System**. **Ordway** may install, maintain and exclusively use one advertising sign in that portion of the **Project** that runs under and across the **Ordway Property**, all at **Ordway's** sole cost and expense, but subject to the **Advertising Guidelines**. **Authority** shall approve the advertising and signage, but shall have no right to receive proceeds from the **Ordway's** exclusive signage.

2.9 **Indemnity, Waiver and Insurance Considerations.**

a. **Insurance During Construction.** During construction of the **Project**, **Port**, as agent, shall procure all necessary policies of liability insurance, builder's risk insurance and any other type of insurance required.

b. **Master Association Post-Completion Indemnity.** After completion of the **Project**, **Master Association** and **Properties** shall indemnify, defend and hold the **City**, the **Authority**, the **County** and the **Port** harmless from any and all claims or causes of action made or brought by third parties based on an occurrence that takes place in the **Landmark Tower**, notwithstanding the fact that such occurrence takes place in a pedestrian concourse area located in the **Landmark Tower**.

c. **Authority Post-Completion Responsibility.** After completion of the **Project** **Authority** is obligated to defend itself against any and all claims or causes of action made or brought by any third party based on an occurrence in the **Corridor** as improved with the **Project** and caused, or alleged to be caused, by acts or omissions of **Authority**.

d. **Post-Completion Waiver.** As to the **Project**, the **City**, **Port** and **Authority** waive any claims they might have against **Club**, **Ordway**, **Master Association** or **Properties** for property damage to the **Project**, whether or not caused by **Club**, **Ordway**, **Master Association** or **Properties**, their employees, agents or assigns. **Club**, **Ordway**, **Properties** and **Master Association** waive any claims any of them might have against **City**, **Authority**, or **Port** for damage to any real or personal property owned by any such parties whether or not caused by the actions of **City**, **Port** and **Authority**, their employees, agents or assigns. The parties hereto each agree to look to their own individual property insurance policies for coverage in connection with any property damage claims and each party hereto agrees to obtain waiver of subrogation endorsements from each of their respective insurers.

e. **Post-Completion Project Insurance.** Upon completion of the **Project**, property insurance for the **Project** shall be obtained by **Authority** and be in amounts and forms reasonably acceptable to **City** and the cost of such insurance shall be paid by **Authority**.

f. **Post-Completion Landmark Tower Concourse Property and Liability Insurance.** **Master Association** shall maintain property insurance which adequately insures against loss or damage to the improvements in the **Landmark Tower** pedestrian concourse easement area and adequate amounts of commercial general liability insurance subject to the terms hereof. **Master Association** shall furnish and maintain property insurance and commercial general liability insurance coverage for pedestrian concourses, with a duly licensed insurance company, wherein the **City** and **Authority** shall be designated as additional insureds as to liability insurance, and "easement holder" as to property insurance. The property insurance shall be "Causes of Loss — Special Form" and in an amount reasonably acceptable to **City** as determined from time to time and at least, \$5,000,000 combined single limit for commercial general liability. Such minimum amounts shall be subject, upon 60 days notice, to reasonable change by official action of the Council of the **City of Saint Paul**, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof. Any and all policies of insurance as required hereunder shall provide that the insurer will give the **City**, and **Authority** 30 days notice of termination, cancellation or amendment of any such policy. Upon request of the **City** or **Authority**, **Master Association** will provide to the **City** certificates of insurance in a form acceptable to the **City** certifying to the existence of the insurance as required herein.

g. **Self-Insurance.** As to third-party liability claims, **City** and **Authority** shall have the right to self-insure as to claims made by third parties.

2.10 **Casualty in Corridor, Project and Adjoining Buildings.** To the extent allowed under mortgages, leases, and other contracts of the **Parties**, in the event of less than substantial damage to either the **Landmark Tower** or **RiverCentre** caused by fire or other casualty, the owner of the damaged building shall repair the damage as soon as possible, and this Agreement shall continue in full force and effect. To the extent allowed under mortgages, leases, and other contracts of the **Parties**, if the **RiverCentre** is substantially damaged by fire or other casualty, the **City** may, at its option, elect not to repair or replace the **RiverCentre**, and this Agreement shall terminate as of the date of damage or destruction. If the **Landmark Tower** is substantially damaged by fire or other casualty and the **Master Association** makes a determination not to repair or replace the **Landmark Tower**, **City** shall have the right as set forth in **Exhibit E** to maintain a temporary **Skyway System** easement over and across the **Landmark Tower** property so as to continue the **Skyway System** through the **Landmark Tower** block. If the owner of any damaged building elects to rebuild, the owner must notify the **Parties** of such election within 60 days. The reconstruction shall be completed as soon as possible, and this Agreement shall remain in full force and effect. The cost of such reconstruction must be paid by the owner of the damaged building and such reconstruction must include any pedestrian concourses. If the **Project** is damaged by fire or other casualty, it shall be rebuilt from insurance proceeds, and to the extent that additional funds are required for reconstruction, the costs shall be paid pursuant to the **Ground Lease** and **Facility Lease**. If a determination is made under the **Ground Lease** or

the **Facility Lease** not to reconstruct the **Project**, this Agreement will terminate, the insurance proceeds shall be payable to the **City** and such other parties as their interests may appear, and **City** shall release the **Ordway, Club** and **Landmark** easements. Any plans for reconstruction of the **Project** shall be prepared for and approved by the **City** at its costs. The **City** and **County** shall cause the **Project** to be restored all at their cost using the insurance proceeds to the extent available. During reconstruction, any payments required under this Agreement shall abate on an equitable basis.

2.11 Directional Signs. The location of directional or other skyway signs that may be installed in the pedestrian concourses herein shall be determined by the **Authority**. The cost of signs and installation, including electrical connections and mounting hardware (pendants, or ceiling channel, and support above ceiling), shall be considered part of the cost of construction of the concourses, the liability for the payment of which shall be governed by **Section 2.5** hereof. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose properties or leaseholds (for) such signs are located. If the locations of the pedestrian concourse public easements are changed, the signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by the **City**, unless the change has occurred at the request or by the action of the **Party** on whose property or leasehold said signs are located, in which event such **Party** or lessee shall pay all such costs. If the sign moving requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for Skyway System signs, and the cost of such change shall be borne as provided in the immediately preceding sentence. The **City** shall be

responsible for adding the **Project Skyway** to the **Skyway System** maps that it provides to **Skyway System** users.

2.12 Miscellaneous Obligations.

a. **Dispute Resolution.** All claims, disputes or other matters in question between the **Parties** to this Agreement arising out of or relating to this Agreement or breach thereof, shall be handled as follows:

i. All claims, disputes or other matters in question ("Dispute") between the **Parties** arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any arbitration or legal action provided for herein. Each **Party** to a Dispute agrees to participate in up to four hours of mediation. The mediator shall be selected by the **Parties** to the Dispute, or if the **Parties** to the Dispute are unable to agree on a mediator then any **Party** to the Dispute can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents of each **Party** to the Dispute having authority to settle the Dispute. All expenses related to the mediation shall be borne by the **Party** to the Dispute incurring the same, including without limitation, the costs of any experts or legal counsel. The costs of the mediator shall be borne equally by the **Parties** to a Dispute. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

ii. If mediation is unsuccessful, any dispute, controversy, or claim arising out of or in connection with this Agreement not in excess of a cumulative aggregate sum of \$50,000 shall be determined and settled by arbitration in St. Paul, Minnesota, pursuant to the rules then in effect of the Ramsey County District Court Civil ADR Program as modified by this paragraph. Any award rendered shall be final and conclusive upon the **Parties** to a Dispute and a judgment thereon may be entered in any court having competent jurisdiction. The **Party** to a Dispute submitting such Dispute shall request and the Ramsey County District Court Civil ADR Program or a successor organization shall (i) appoint three neutral arbitrators knowledgeable in the area of commercial matters; (ii) direct the arbitrators to follow substantive rules of law and the Minnesota Rules of Evidence; (iii) allow for the **Parties** to the Dispute to conduct discovery pursuant to the rules then in effect under the Minnesota Rules of Civil Procedure for a period not to exceed sixty (60) days; (iv) require the testimony to be sworn and transcribed; and (v) require the award to be accompanied by findings of fact and a statement of reasons for the decision. All costs and expenses, including attorneys' fees, of all **Parties** to a Dispute which is determined and/or settled by arbitration pursuant to this paragraph shall be borne by the **Party** to the Dispute determined to be liable in respect of such Dispute; provided, however, that if complete liability is not assessed against only one **Party** to the Dispute, the **Parties** to the Dispute shall share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in

dispute, all **Parties** to a Dispute agree to continue performing their respective obligations under this Agreement while the Dispute is being resolved.

iii. Any Disputes in excess of \$50,000 not successfully mediated may be heard by a court having competent jurisdiction to hear such claim. The **Parties** to such court proceedings shall each bear their own costs.

b. **Subject to Laws.** The **Parties** agree that in the construction, maintenance, repair and operation of the **Project**, they shall be bound by all **City Codes** and the **Ordinances**, and state and federal statutes and regulations insofar as they are applicable by force of law.

c. **Successors and Assigns Bound.** The respective rights and obligations of the **Parties** set forth in this Agreement shall be binding upon and inure to the benefit of the respective **Parties**, their successors and assigns, and shall continue in force until such time as said **Skyway System** or that part herein is vacated or abandoned in the manner permitted by law, or terminated in accordance with the applicable grant of easement contemplated hereby.

d. **Agreement Survives Conveyance, Is Not Merged.** This Agreement shall survive conveyance and delivery of the grants of easements provided for herein and shall not be considered merged therein.

e. **Owners Retain Property Rights: Obligations Conveyed.** The **Master Association, Club, Ordway, Properties** and **City** herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual(s), partnerships or other form of venture.

In the event of transfer of any property owner's interest in its respective property, the **Party** (seller) shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the **Party** (seller) contained in this Agreement thereafter to be performed so long as the grantee, assignee, tenant or subtenant of such **Party** assumes the obligations of said **Party** hereunder. For the purposes of this paragraph, "**Party**" shall include, but not be limited to landlords, tenants, sublandlords and subtenants.

f. **Effective Date of Obligations - Project.** Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the **City**, and its furnishing of a copy thereof to the **Parties**, the obligations and duties contained in **Section 2.7** herein above, as to the **Project**, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

g. **Effective Date of Obligations - Concourses.** Upon substantial completion of the pedestrian concourses as evidenced by certificate of completion from the architect for such work, **Master Association** shall give written notice of such completion to **City**. Seven (7) days thereafter the obligations and duties contained in **Section 2.7**, as to said pedestrian concourses, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

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

- a. City of Saint Paul
100 City Hall
15 West Kellogg Boulevard
St. Paul, MN 55102

With a copy to:

Office of the City Attorney
400 City Hall
15 West Kellogg Boulevard
St. Paul, MN 55102

- b. RiverCentre Authority
175 West Kellogg Boulevard
5th Floor River Centre
St. Paul, MN 55102
Attn: RiverCentre Authority Executive Director

With a copy to:

Office of the City Attorney

400 City Hall

15 West Kellogg Boulevard

St. Paul, MN 55102

Attn: RiverCentre Authority Attorney

c. Park Holdings, LLC

317 Washington Street

St. Paul, MN 55102

Attn: Martha Fuller, CFO

d. Ordway Center for the Performing Arts

345 Washington Street

St. Paul, MN 55102

Attn: Christine Sagstetter, CFO and Vice President

With a copy to:

Moss & Barnett, P.A.

4800 Wells Fargo Center

90 South Seventh Street

Minneapolis, MN 55402

Attn: Charles Parsons

e. Amhoist/Park Towers/Ramp Condominium Master Association

200 Landmark Towers

345 St. Peter Street

St. Paul, MN 55102

Attn: John D. Erskine

f. Rice Park Properties Corporation

700 Landmark Towers

345 St. Peter Street

St. Paul, MN 55102

Attn: John P. Erskine

g. Port Authority of the City of Saint Paul

1900 Landmark Towers

345 St. Peter Street

St. Paul, MN 55102

Attn: Director of Real Estate

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

2.14 Savings Clause.

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

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

2.15 Contingent Obligation. All of the rights, duties and obligations of the Parties, as described herein, are subject to the County awarding a construction contract for the Project by no later than July 31, 2001 and the City acquiring any and all needed rights for the Corridor by no later than September 30, 2001. If either or both of these events do not occur, notice shall be given to all other Parties by Port and this Agreement will terminate effective as of the date of such notice. In addition, the Parties agree that they will execute concurrently herewith all easement documents attached hereto to evidence agreement as to such easements, but that such easements shall not be recorded in the land records. If the Agreement is terminated pursuant to the terms of this Section 2.15, then the easements shall automatically terminate and original easements shall be returned to the Parties granting the easement. If both contingencies of this Section are satisfied, then the original easements shall be recorded in the land records.

2.16 Memorandum of Agreement. The Parties agree that the City may execute and file of record a memorandum of this Agreement against all real property affected hereby and legally described herein. As to any registered property, the owner of such property shall execute a memorandum of this Agreement at request of City.

2.17 Reservation. City reserves the right to grant new and additional rights to parties to connect to the **Corridor** and **Project** without consent of the **Parties**. **Ordway** and **Club** may connect to the **Corridor**, pursuant to plans approved by **City**, which approval shall not be unreasonably withheld, conditioned or delayed, either below grade in the **Corridor** or above grade at the **Fourth Street Facility**, at such Party's sole cost and expense. Such new connections shall not be deemed part of the **Skyway System** unless and until the **Ordway** or **Club** become part of a further extension of the **Skyway System**. **Club**, **Ordway** and **City** may amend the easements contemplated herein without the consent or joinder of any other **Party**.

2.18 Special Assessments. No special assessments shall be levied against the **Ordway** Property, **Club** Property or **Landmark Tower** Property as a result of this Agreement, or the initial construction of the **Project**. Subject to the terms of this Agreement, **RiverCentre Authority** has the obligation to operate, maintain and repair the **Project**, on behalf of the **City**.

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

CITY OF SAINT PAUL, MINNESOTA

By *Susan Kimberly*
Its Mayor

By *Peter Hanna*
Director, Office of Financial Services

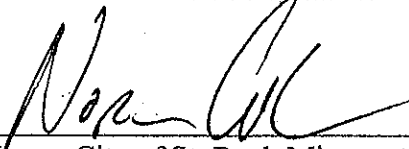
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3/7/01

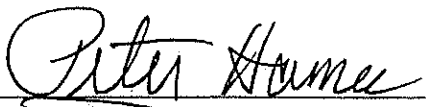
By *[Signature]*
City Real Estate Division

By *Carol J. Williams 3-6-01*
Director, Public Library

Peter W Hanna 3-6-01
Approved as to form,
Office of City Attorney

RIVERCENTRE AUTHORITY

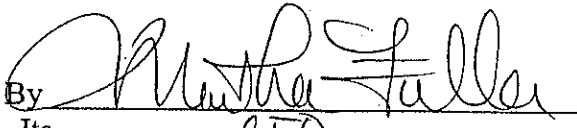
By 
Mayor, City of St. Paul, Minnesota

By 
Director, Office of Financial Services

By 
Executive Director, RiverCentre Authority


Approved as to form,
Office of City Attorney

PARK HOLDINGS, LLC

By 
Its CFO

PARK HOLDINGS, LLC

Mortgagee's Consent

Bane Corporation, the Mortgagee pursuant to that certain Combination Non-Recourse Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement granted by Park Holdings, LLC, dated August 18, 2000, recorded on October 9, 2000 as Document No. 3349041, hereby consents to the terms of the RiverCentre Connection Agreement as set forth in the Agreement.

BANE CORPORATION

By


Its Chief Executive Officer

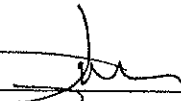
ORDWAY CENTER FOR THE PERFORMING
ARTS

By Christine Dapstetter
Its Vice President & CEO

AMHOIST TOWER/PARK TOWERS RAMP
CONDOMINIUM ASSOCIATION

By [Signature]
Its PRESIDENT

RICE PARK PROPERTIES CORPORATION

By 
Its PRESIDENT

RICE PARK PROPERTIES CORPORATION

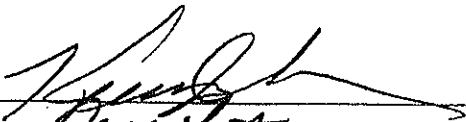
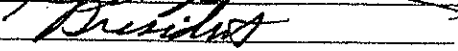
Mortgagee's Consent

U. S. Bank National Association, the Mortgagee pursuant to that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement granted by Rice Park Properties Corporation, dated December 27, 2000, recorded in the Office of the Ramsey County Registrar of Titles on January 12, 2001 as Document No. 1623470, hereby consents to the terms of the RiverCentre Connection Agreement as set forth in the Agreement.

U. S. BANK NATIONAL ASSOCIATION

By 
Its Daniel G. Falstad
Vice President

PORT AUTHORITY OF THE CITY OF SAINT
PAUL

By 
Its 

By _____
Its _____

EXHIBIT A

LEGAL DESCRIPTION OF RIVERCENTRE PROPERTY

Lot 1, Block 4, ST. PAUL COMPANIES PLAT NO. 1, according to the recorded plat thereof, Ramsey County, Minnesota.

And

Lots 9 and 10, Block 12, Lots 1 through 12 inclusive, Block 13, Lots 1 through 12 inclusive, Block 14, Lots 1 through 4 inclusive, Block 15, Lots 1 through 9 inclusive, Block 16, and Lots 3, 4, 5 and 6, Block 17, RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota.

And

Those parts of Lots 8 and 11, said Block 12, lying westerly of a line 268.00 feet westerly of and parallel with the easterly line of said Block 12.

And

That part of the southerly 5.00 feet of said Lot 11, Block 12 lying easterly of a line 268.00 feet westerly of and parallel with said easterly line of Block 12 and lying westerly of a line 259.00 feet westerly of and parallel with said easterly line of Block 12.

And

Those parts of Lots 2 and 7 of said Block 17 lying westerly of a line described as beginning at a point on the southerly line of said Lot 7, distant 21.00 feet westerly of the southeast corner of said Lot 7; thence northerly a distance 100.00 feet to a point 21.50 feet westerly of the easterly line of said Lot 7; thence westerly, parallel with the southerly line of said Lot 7, a distance of 1.50 feet to a point 23.00 feet westerly of the said easterly line of Lot 7; thence northerly a distance of 98.70 feet to a point on the southerly line of West Fourth Street (formerly known as Main Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL distant 23.00 feet westerly of the northeasterly corner of said Lot 2 and said line there terminating.

And

That part of the southerly half of West Fifth Street (formerly known as Pearl Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL lying easterly of said Lot 1, Block 4, ST. PAUL COMPANIES PLAT NO. 1, and westerly of a line drawn perpendicular to the center line of said West Fifth Street from the intersection of said line 268.00 feet westerly of and parallel with the easterly line of Block 12 with the northerly line of said Block 12.

And

That part of said West Fourth Street (now vacated) lying westerly of a line distant 143.00 feet westerly of and parallel with the westerly line of Washington Street as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL and northerly and easterly of the northerly and

easterly lines of West Kellogg Boulevard (formerly known as St. Anthony Street and West Third Street) and Main Street (formerly known as Fort Street) as said streets were dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL.

And

That part of the northerly half of said vacated West Fourth Street lying westerly of said westerly line of Washington Street and easterly of said line distant 143.00 feet westerly of and parallel with the westerly line of Washington Street.

And

That part of the northerly half of said West Kellogg Boulevard (formerly known as St. Anthony Street and West Third Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL adjoining said Blocks 14, 15, 16 and 17, lying easterly of the center line of said Main Street (formerly known as Fort Street) and westerly of a line drawn perpendicular to the center line of said West Kellogg Boulevard from a point on the southerly line of said Block 17 distant 21.00 feet westerly of the southeast corner of said Lot 7, Block 17.

And

That part of the easterly half of said Main Street (formerly known as Fort Street) as dedicated in RICE AND IRVINE'S ADDITION TO ST. PAUL lying northerly of said northerly line of West Kellogg Boulevard and southerly of the westerly extension of the northerly line of said Block 14.

And

That part vacated Exchange Street as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL lying northerly of said northerly line of West Kellogg Boulevard and southerly of the southerly line of West Fifth Street (formerly known as Pearl Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL.

And

That part vacated Auditorium Street (formerly known as Franklin Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL lying northerly of said northerly line of West Kellogg Boulevard and southerly of said southerly line of West Fifth Street.

And

"Parcel A"

Those parts of Lots 1, 11, 12 and 13, Block 12, RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, described as commencing at the southwest corner of said Lot 1; thence easterly, along the southerly line of said Lot 1, a distance of 8.67 feet to the point of beginning of the land to be described; thence northerly deflecting to the left 90 degrees 00 minutes 00 seconds a distance of 0.74 feet; thence westerly, parallel with the southerly line of said Lots 1, 11, 12 and 13, a distance of 143.31 feet;

thence northerly deflecting to the right 90 degrees 00 minutes 00 seconds a distance of 26.36 feet; thence westerly, parallel with the southerly line of said Lot 11, a distance of 12.47 feet to a line 268.00 feet westerly of and parallel with the easterly line of said Block 12; thence southerly, parallel with said easterly line of Block 12, a distance of 22.10 feet to the northerly line of the southerly 5.00 feet of said Lot 11; thence easterly, parallel with said southerly line of Lot 11, a distance of 9.00 feet to a line 259.00 feet westerly of and parallel with said easterly line of Block 12; thence southerly, parallel with said easterly line of Block 12, a distance of 5.00 feet to said southerly line of Lot 1; thence easterly, along said southerly line of Lots 1, 11, 12 and 13, a distance of 146.79 feet to the point of beginning.

And

"Parcel B"

The northerly 5.40 feet of the westerly 31.00 feet of that part of the southerly half of vacated West Fourth Street (formerly known as Main Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, lying easterly of a line distant 143.00 feet westerly of and parallel with the westerly line of Washington Street as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL. Except those portions of the above described property presently registered.

EXHIBIT A-1

CITY DECLARATION OF RIVERCENTRE EASEMENTS

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

WHEREAS, RiverCentre Authority, a Minnesota body corporate and politic, hereinafter called "**Authority**" is charged with managing the operations of **Declarant's Property**, pursuant to Minnesota Statutes; and

WHEREAS, **Declarant** and **Authority** have agreed pursuant to that certain unrecorded **RiverCentre Connection Agreement** dated as of March 1, 2001, to which **Declarant** and **Authority** are parties, among others ("**Agreement**"), to declare certain temporary and permanent easements for purposes of pedestrian ingress, egress and transit (all as described below) through a portion of **Declarant's Property** for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "**System**," and for construction of an underground pedestrian walkway ("**Corridor**"), and for ingress, egress and transit through the **Corridor** as described in the **Agreement**.

NOW, THEREFORE, in pursuance of the **Agreement**, **Declarant** and **Authority**, for themselves, their successors and assigns, do hereby declare and grant the following easements through the **Declarant's Property** and the structures thereon, described as:

a. A temporary construction easement automatically terminating on August 31, 2002 for the purpose of constructing and connecting the Corridor to the Declarant's Property ("Temporary Construction Easement").

b. A permanent easement for the purpose of connecting the Corridor to the structure located on Declarant's Property commonly referred to as the RiverCentre Complex and for the purpose of providing pedestrian ingress, egress and transit from the Corridor, through Declarant's Property and the passageways in the RiverCentre Complex to the System ("Permanent Concourse Easement").

The Temporary Construction Easement and Permanent Concourse Easement declared and granted herein shall be collectively referred to as the "Easement Areas." The Easement Areas are legally described, crosshatched and labeled on the attached **Exhibit B** and are all subject to amendment at such time as construction is completed "as built" surveys have been completed to more particularly and legally describe the Easement Areas.

The use of the Permanent Concourse Easement by the public is expressly herein made subject to such reasonable policies regarding hours during which the Permanent Concourse Easement must be closed for any part or all of the Permanent Concourse Easement within, on, or over Declarant's Property, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine on a non-discriminatory basis.

The public's right herein to pedestrian ingress, egress and transit, in and through the Permanent Concourse Easement declared and granted herein, shall also be, and hereby is, made subject to such reasonable measures regarding temporarily closing part(s) or all of the Permanent

Concourse Easement within or on Declarant's Property as the City of Saint Paul may, by agreement with Authority or its successors and assigns, from time to time determine. This provision shall not diminish the City of Saint Paul's right to, from time to time, exercise its policy powers unilaterally, by ordinance, concerning temporarily closing part(s) or all of the Permanent Concourse Easement, or concerning public conduct within the System, nor shall such agreed or legislated closing hours in any manner restrict the easement interest declared and granted herein, but shall affect only the public's rights to pedestrian ingress, egress and transit in the Permanent Concourse Easement.

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

The declaration and grant of easements herein shall be subject to the right of the Declarant to change the location of the Permanent Concourse 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 Permanent Concourse Easement shall be installed (following as short a period of closing off the Permanent Concourse Easement for construction purposes as is reasonably possible) at the sole cost and expense of the Declarant, and on the further condition that no change in the Permanent Concourse Easement location shall be made without the approval of the City of Saint Paul, such approval not to be unreasonably conditioned, delayed, or withheld, and, on the further condition that said new easement shall be surveyed and described by a registered land surveyor at the expense of Declarant.

Notwithstanding anything to the contrary herein, the easements declared and granted herein shall be limited to the life of the Corridor, and shall terminate upon the happening of either of the following events:

A. In the event the Permanent Concourse Easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.

B. In the event the building(s) in, upon or over which the Permanent Concourse Easement areas are 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 Declarant, 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 easements or any portion thereof is relocated, vacated or terminated under the provisions hereof, the City of Saint Paul shall furnish a release of such easements or portion thereof to Declarant, its successors or assigns.

Declarant, for itself, its successors and assigns, does hereby agree that for and during the life of said easements, Declarant shall be responsible for providing for the cost of any repairs, improvements and to the extent required herein replacements of the Permanent Concourse Easement areas as described herein, it being understood that the aforesaid covenant shall run with the land.

The easements granted herein shall not merge with fee title to Declarant's Property.

TO HAVE AND TO HOLD said easements until the easements expire or are vacated or abandoned in the manner permitted by law or terminated, in accordance herewith.

IN WITNESS WHEREOF, Declarant has hereunto set its hand this _____ day of _____, 2001.

CITY OF SAINT PAUL, MINNESOTA, a
municipal corporation

By _____
Mayor

By _____
Director, Office of Financial Services

By _____
City Real Estate Division

Approved as to form by Office
of City Attorney

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____, _____ and _____, the _____, _____ and _____, respectively, of City of Saint Paul, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

RIVERCENTRE AUTHORITY, . a
Minnesota body corporate and politic

By _____
Mayor, City of St. Paul, Minnesota

By _____
Director, Office of Financial Services

By _____
Executive Director, RiverCentre Authority

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2001, by _____, _____ and
_____, the _____,
and _____, respectively, of RiverCentre Authority, a Minnesota body
corporate and politic, on behalf of the body corporate and politic.

Drafted By
BRIGGS AND MORGAN, P.A.
2200 First National Bank Building
332 Minnesota Street
St. Paul, Minnesota 55101
(651) 223-6600

EXHIBIT A

Legal Description of Declarant's Property

Lot 1, Block 4, ST. PAUL COMPANIES PLAT NO. 1, according to the recorded plat thereof, Ramsey County, Minnesota.
And

Lots 9 and 10, Block 12, Lots 1 through 12 inclusive, Block 13, Lots 1 through 12 inclusive, Block 14, Lots 1 through 4 inclusive, Block 15, Lots 1 through 9 inclusive, Block 16, and Lots 3, 4, 5 and 6, Block 17, RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota.
And

Those parts of Lots 8 and 11, said Block 12, lying westerly of a line 268.00 feet westerly of and parallel with the easterly line of said Block 12.
And

That part of the southerly 5.00 feet of said Lot 11, Block 12 lying easterly of a line 268.00 feet westerly of and parallel with said easterly line of Block 12 and lying westerly of a line 259.00 feet westerly of and parallel with said easterly line of Block 12.
And

Those parts of Lots 2 and 7 of said Block 17 lying westerly of a line described as beginning at a point on the southerly line of said Lot 7, distant 21.00 feet westerly of the southeast corner of said Lot 7; thence northerly a distance 100.00 feet to a point 21.50 feet westerly of the easterly line of said Lot 7; thence westerly, parallel with the southerly line of said Lot 7, a distance of 1.50 feet to a point 23.00 feet westerly of the said easterly line of Lot 7; thence northerly a distance of 98.70 feet to a point on the southerly line of West Fourth Street (formerly known as Main Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL distant 23.00 feet westerly of the northeasterly corner of said Lot 2 and said line there terminating.
And

That part of the southerly half of West Fifth Street (formerly known as Pearl Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL lying easterly of said Lot 1, Block 4, ST. PAUL COMPANIES PLAT NO. 1, and westerly of a line drawn perpendicular to the center line of said West Fifth Street from the intersection of said line 268.00 feet westerly of and parallel with the easterly line of Block 12 with the northerly line of said Block 12.
And

That part of said West Fourth Street (now vacated) lying westerly of a line distant 143.00 feet westerly of and parallel with the westerly line of Washington Street as dedicated in said RICE

AND IRVINE'S ADDITION TO ST. PAUL and northerly and easterly of the northerly and easterly lines of West Kellogg Boulevard (formerly known as St. Anthony Street and West Third Street) and Main Street (formerly known as Fort Street) as said streets were dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL.
And

That part of the northerly half of said vacated West Fourth Street lying westerly of said westerly line of Washington Street and easterly of said line distant 143.00 feet westerly of and parallel with the westerly line of Washington Street.
And

That part of the northerly half of said West Kellogg Boulevard (formerly known as St. Anthony Street and West Third Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL adjoining said Blocks 14, 15, 16 and 17, lying easterly of the center line of said Main Street (formerly known as Fort Street) and westerly of a line drawn perpendicular to the center line of said West Kellogg Boulevard from a point on the southerly line of said Block 17 distant 21.00 feet westerly of the southeast corner of said Lot 7, Block 17.
And

That part of the easterly half of said Main Street (formerly known as Fort Street) as dedicated in RICE AND IRVINE'S ADDITION TO ST. PAUL lying northerly of said northerly line of West Kellogg Boulevard and southerly of the westerly extension of the northerly line of said Block 14.
And

That part vacated Exchange Street as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL lying northerly of said northerly line of West Kellogg Boulevard and southerly of the southerly line of West Fifth Street (formerly known as Pearl Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL.
And

That part vacated Auditorium Street (formerly known as Franklin Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL lying northerly of said northerly line of West Kellogg Boulevard and southerly of said southerly line of West Fifth Street.
And

"Parcel A"

Those parts of Lots 1, 11, 12 and 13, Block 12, RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, described as commencing at the southwest corner of said Lot 1; thence easterly, along the southerly line of said Lot 1, a distance of 8.67 feet to the point of beginning of the land to be described; thence northerly deflecting to the left 90 degrees 00 minutes 00 seconds a distance of 0.74 feet; thence

westerly, parallel with the southerly line of said Lots 1, 11, 12 and 13, a distance of 143.31 feet; thence northerly deflecting to the right 90 degrees 00 minutes 00 seconds a distance of 26.36 feet; thence westerly, parallel with the southerly line of said Lot 11, a distance of 12.47 feet to a line 268.00 feet westerly of and parallel with the easterly line of said Block 12; thence southerly, parallel with said easterly line of Block 12, a distance of 22.10 feet to the northerly line of the southerly 5.00 feet of said Lot 11; thence easterly, parallel with said southerly line of Lot 11, a distance of 9.00 feet to a line 259.00 feet westerly of and parallel with said easterly line of Block 12; thence southerly, parallel with said easterly line of Block 12, a distance of 5.00 feet to said southerly line of Lot 1; thence easterly, along said southerly line of Lots 1, 11, 12 and 13, a distance of 146.79 feet to the point of beginning.

And

"Parcel B"

The northerly 5.40 feet of the westerly 31.00 feet of that part of the southerly half of vacated West Fourth Street (formerly known as Main Street) as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, lying easterly of a line distant 143.00 feet westerly of and parallel with the westerly line of Washington Street as dedicated in said RICE AND IRVINE'S ADDITION TO ST. PAUL. Except those portions of the above described property presently registered.

EXHIBIT B

Legal Description of Easement Areas

[To come]

(Depictions attached)