

EXHIBIT B

LEGAL DESCRIPTION OF PARK HOLDINGS, LLC PROPERTY

Parcel 1:

The Easterly twenty-three (E'ly 23) feet of the Southerly one hundred (S'ly 100) feet of Lot Seven (7) and the Westerly forty-six (W'ly 46) feet of the Southerly one hundred (S'ly 100) feet of Lot Eight (8), Block Seventeen (17) of Rice & Irvine's Addition to St. Paul, excepting however, the following:

That portion of the Southerly one hundred (S'ly 100) feet of the Easterly twenty-three (E'ly 23) feet of Lot Seven (7), Block Seventeen (17), Rice & Irvine's Addition to St. Paul, lying Westerly of a line commencing at a point on the South line of Lot Seven (7) where the Westerly line extended of the Westerly wall of a three-story stone building intersects the Southerly line of said lot, said point of beginning being twenty-one (21) feet, more or less, Westerly from the Southeast corner of said Lot Seven (7); thence Northerly along said Westerly line of said Westerly wall, and said Westerly wall extended a total distance of one hundred (100) feet.

(Certificate of Title No. 518418)

Parcel 2:

Beginning at the Southeast corner of Block 17, Rice and Irvine's Addition to St. Paul, Ramsey County, Minnesota; thence Northerly along the Easterly line of said Block 17 a distance of 198.57 feet to the Northeast corner of said Block 17; thence Westerly along the Northerly line of said Block 17 a distance of 143.00 feet; thence Southerly along a line parallel with the division line

between Lots 1 and 2 of said Block 17 a distance of 98.70 feet to a line parallel with and 100 feet Northerly of the Southerly line of said Block 17; thence Easterly along said line parallel with and 100 feet Northerly of the Southerly line of said Block 17 to the Easterly line of the Westerly 46 feet of Lot 8 of said Block 17; thence Southerly along said Easterly line of the Westerly 46 feet of said Lot 8 a distance of 100 feet to the Southerly line of said Block 17; thence Easterly along the Southerly line of said Block 17 a distance of 74.90 feet to the Southeast corner of said Block 17 and there terminating.

(Abstract)

Parcel 3:

The Southerly one half of:

West Fourth Street, from the West line of Washington Street to a line 143 feet Westerly of and parallel to the West line of Washington Street.

(Abstract)

EXHIBIT B-1

GRANT OF EASEMENTS

WHEREAS, Park Holdings, LLC, a Minnesota limited liability company, hereinafter called "Grantor," is the owner in fee and of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in **Exhibit A**, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that certain unrecorded **RiverCentre** Connection Agreement dated as of March 1, 2001, to which Grantor and City of Saint Paul, Minnesota ("City"), among others, are parties ("Agreement"), to grant to the City temporary and permanent easements for purposes of pedestrian ingress, egress and transit (all as described below) through a portion of Grantor's Property for the underground pedestrian walkway ("**Corridor**") and street level entrance ("**Fourth Street Facility**") connecting the street level surface with the Corridor, for construction of the Corridor and the Fourth Street Facility and for pedestrian ingress, egress and transit through the Corridor and the Fourth Street Facility as described in the Agreement, which is therein made part of the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System."

NOW, THEREFORE, in pursuance of the 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 the easements described as follows:

- a. A temporary construction easement automatically terminating on August 31, 2002 for the purpose of constructing the Corridor and the Fourth Street Facility over and under the Grantor's Property ("Temporary Construction Easement").
- b. A permanent easement for the purpose of locating, operating, using, repairing and maintaining the **Corridor** and the Fourth Street Facility and for the purpose of providing pedestrian ingress, egress and transit to and from the Fourth Street Facility and the **Corridor**, over, under and across Grantor's Property ("Easement").

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

The use of the Permanent Corridor Easement is expressly herein made subject to such reasonable policy regarding hours during which the Permanent Concourse Easement must be closed to the public for any part or all of the Permanent Corridor Easement 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 on a non-discriminatory basis.

The public's right herein to pedestrian ingress, egress and transit, in and through the Permanent Corridor Easement granted to City herein, shall also be, and hereby is, made subject to

such reasonable measures regarding temporarily closing of part(s) or all of the Permanent Corridor Easement within or on Grantor's Property as the City may, by agreement with **Grantor** or its successors and assigns, from time to time determine. This provision shall not diminish the **City's** right to, from time to time, exercise its policy powers unilaterally, by ordinance, concerning temporarily closing part(s) or all of the Permanent Corridor Easement, or concerning public conduct within the System, nor shall such agreed or legislated closing hours in any manner restrict the **City's** easement interests, but shall affect only the public's rights to pedestrian ingress, egress and transit in the Permanent Corridor 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 **Grantor**. However, no material change in the Easement Areas as described on the attached Exhibit B shall be made without Grantor and City's consent in writing. The Temporary Construction Easement (during its term) and the Permanent Corridor Easement are collectively the "Easements".

The grant of easements herein shall be subject to the right of the **City** to change the location of the Permanent Corridor Easement and the Fourth Street Facility, which shall permit the continuity of the System. **Grantor** shall grant a new easement for the new location of the Permanent Corridor Easement and **City** shall install the new Permanent Corridor Easement (following as short a period of closing off the Permanent Corridor Easement for construction purposes as is reasonably possible) at the sole cost and expense of the **City**, on the condition that no change in the Permanent Corridor Easement location shall be made without the approval of the

Whenever City performs construction, maintenance, repair or replacement of any facilities constructed by City within the Easement Areas, City shall do the following:

1. Upon completion of such work use commercially reasonable efforts to promptly restore the surface areas to substantially the condition which existed prior to such work;
2. Do any such work in a manner the minimizes, to the extent reasonably practicable, the interference with the Grantor's business and the public's right to ingress, egress and transit;
3. Use commercially reasonable efforts to avoid jeopardizing any vegetation, including trees; and
4. Enclose construction areas in chain link fencing.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this

___ day of _____, 2001.

PARK HOLDINGS, LLC,
a Minnesota limited liability company

By _____

Its _____

By _____

Its _____

ACCEPTANCE

The City hereby accepts said Grant of Easements pursuant to its terms and conditions.

CITY OF SAINT PAUL

By: _____

Its Mayor

By: _____

Its Director, Department of
Finance and Management Services

By: _____

Its City Clerk

APPROVED AS TO FORM:

Briggs and Morgan, P.A., special counsel

to City of Saint Paul, Minnesota

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument and Agreement was acknowledged before me this ____ day of _____, 200__, by NORM COLEMAN, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Notary Public

B-1-8

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument and Agreement was acknowledged before me this ____ day of _____, 200__, by _____, Director of the Department of Finance and Management Services for City of Saint Paul, on behalf of the City of Saint Paul.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument and Agreement was acknowledged before me this ____ day of _____, 200__, by _____, City Clerk of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Notary Public

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 Grantor's Property

Parcel 1:

The Easterly twenty-three (E'ly 23) feet of the Southerly one hundred (S'ly 100) feet of Lot Seven (7) and the Westerly forty-six (W'ly 46) feet of the Southerly one hundred (S'ly 100) feet of Lot Eight (8), Block Seventeen (17) of Rice & Irvine's Addition to St. Paul, excepting however, the following:

That portion of the Southerly one hundred (S'ly 100) feet of the Easterly twenty-three (E'ly 23) feet of Lot Seven (7), Block Seventeen (17), Rice & Irvine's Addition to St. Paul, lying Westerly of a line commencing at a point on the South line of Lot Seven (7) where the Westerly line extended of the Westerly wall of a three-story stone building intersects the Southerly line of said lot, said point of beginning being twenty-one (21) feet, more or less, Westerly from the Southeast corner of said Lot Seven (7); thence Northerly along said Westerly line of said Westerly wall, and said Westerly wall extended a total distance of one hundred (100) feet.

(Certificate of Title No. 518418)

Parcel 2:

Beginning at the Southeast corner of Block 17, Rice and Irvine's Addition to St. Paul, Ramsey County, Minnesota; thence Northerly along the Easterly line of said Block 17 a distance of 198.57 feet to the Northeast corner of said Block 17; thence Westerly along the Northerly line of said Block 17 a distance of 143.00 feet; thence Southerly along a line parallel with the division line

between Lots 1 and 2 of said Block 17 a distance of 98.70 feet to a line parallel with and 100 feet Northerly of the Southerly line of said Block 17; thence Easterly along said line parallel with and 100 feet Northerly of the Southerly line of said Block 17 to the Easterly line of the Westerly 46 feet of Lot 8 of said Block 17; thence Southerly along said Easterly line of the Westerly 46 feet of said Lot 8 a distance of 100 feet to the Southerly line of said Block 17; thence Easterly along the Southerly line of said Block 17 a distance of 74.90 feet to the Southeast corner of said Block 17 and there terminating.

(Abstract)

Parcel 3:

The Southerly one half of:

West Fourth Street, from the West line of Washington Street to a line 143 feet Westerly of and parallel to the West line of Washington Street.

(Abstract)

EXHIBIT B

Legal Description of Easement Areas

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across the easterly 112.20 feet of that part of the southerly half of vacated West Fourth Street lying westerly of the northerly extension of the easterly line of Lot 1, Block 17, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, together with the southerly 24.60 feet of the westerly 18.30 feet of the easterly 130.50 feet of that part of said vacated West Fourth Street lying westerly of the northerly extension of the easterly line of Lot 1.

PERMANENT CORRIDOR EASEMENT

An easement over, under and across that part of the southerly half of vacated West Fourth Street, Ramsey County, Minnesota, described as beginning at the intersection of the center line of said vacated West Fourth Street with the northerly extension of the east line of Lot 1, Block 17, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof; thence on an assumed bearing of North 82 degrees 11 minutes 45 seconds West, along said center line of vacated West Fourth Street, a distance of 112.18 feet; thence South 7 degrees 48 minutes 52 seconds West a distance of 22.76 feet; thence South 82 degrees 12 minutes 08 seconds East a distance of 42.34 feet; thence North 7 degrees 47 minutes 56 seconds East a distance of 14.60 feet; thence South 87 degrees 26 minutes 18 seconds East a distance of 30.64 feet; thence South

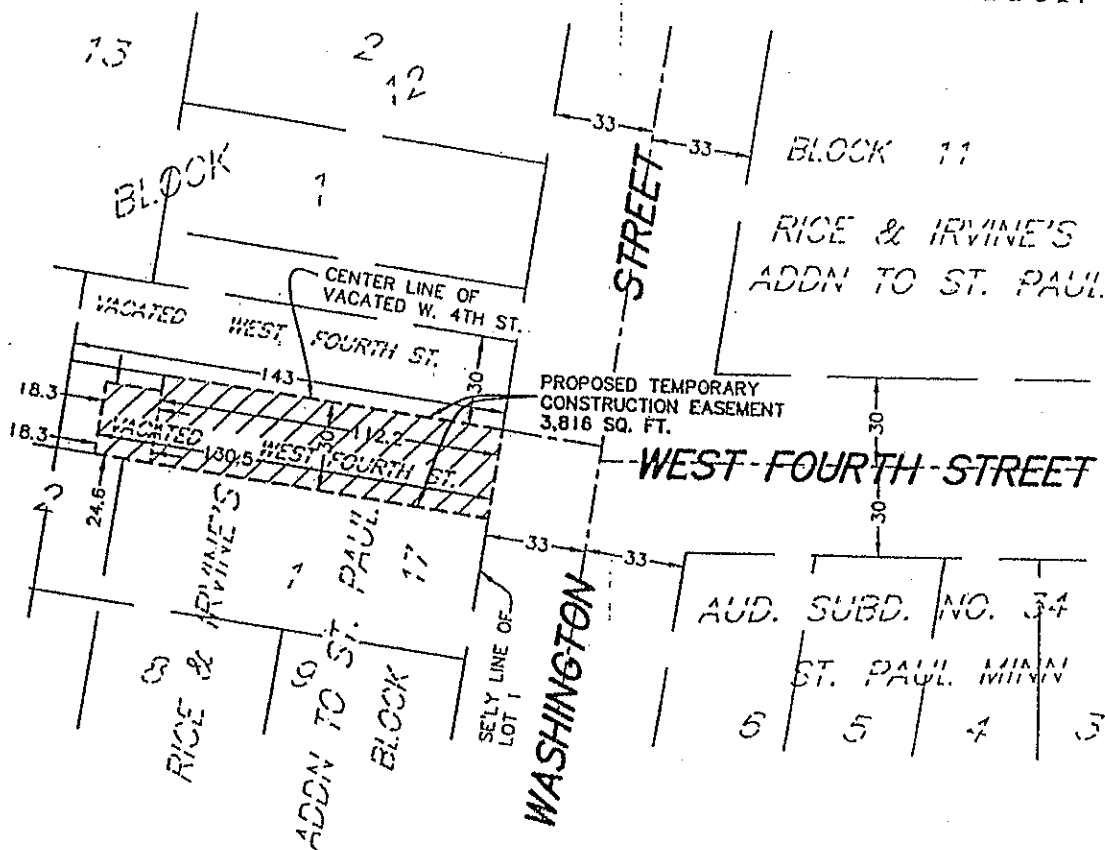
76 degrees 56 minutes 18 seconds East a distance of 39.50 feet to said northerly extension of the east line of Lot 1; thence North 7 degrees 49 minutes 43 seconds East, along said northerly extension of the east line of Lot 1, a distance of 8.97 feet to the point of beginning.

(Depictions attached).

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Temporary Construction Easement Sketch For: RIVERCENTRE CONNECTION



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across the easterly 112.20 feet of that part of the southerly half of vacated West Fourth Street lying westerly of the northerly extension of the easterly line of Lot 1, Block 17, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, together with the southerly 24.60 feet of the westerly 18.30 feet of the easterly 130.50 feet of that part of said vacated West Fourth Street lying westerly of the northerly extension of the easterly line of Lot 1.

Said temporary easement to expire _____

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 11th day of January, 2001

SUNDE LAND SURVEYING, LLC.

EASEMENT "2"

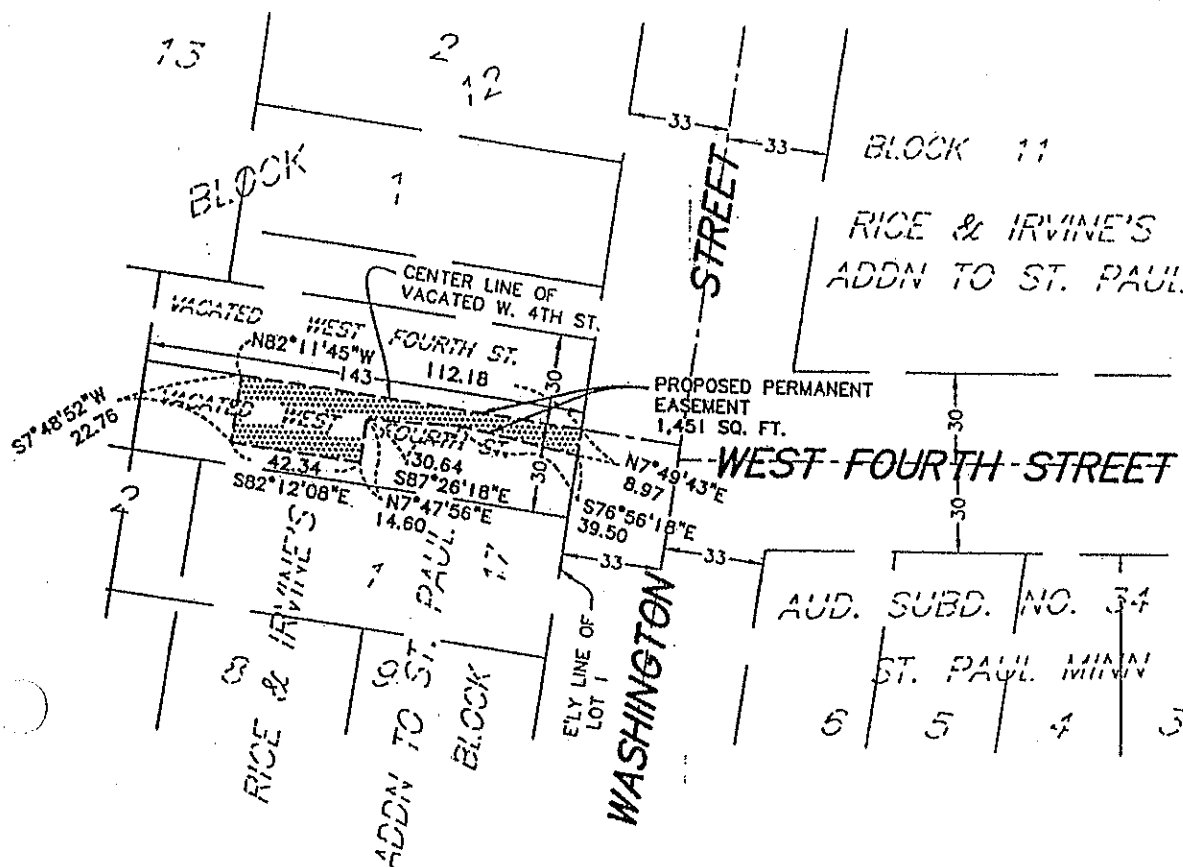
By: Mark S. Hanson
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

SCALE: 1 Inch = 50 Feet

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Permanent Easement Sketch For: RIVERCENTRE CONNECTION



PROPOSED PERMANENT EASEMENT DESCRIPTION

An easement over, under and across that part of the southerly half of vacated West Fourth Street, Ramsey County, Minnesota, described as beginning at the intersection of the center line of said vacated West Fourth Street with the northerly extension of the east line of Lot 1, Block 17, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof; thence on an assumed bearing of North 82 degrees 11 minutes 45 seconds West, along said center line of vacated West Fourth Street, a distance of 112.18 feet; thence South 7 degrees 48 minutes 52 seconds West a distance of 22.76 feet; thence South 82 degrees 12 minutes 08 seconds East a distance of 42.34 feet; thence North 7 degrees 47 minutes 56 seconds East a distance of 14.60 feet; thence South 87 degrees 26 minutes 18 seconds East a distance of 30.64 feet; thence South 76 degrees 56 minutes 18 seconds East a distance of 39.50 feet to said northerly extension of the east line of Lot 1; thence North 7 degrees 49 minutes 43 seconds East, along said northerly extension of the east line of Lot 1, a distance of 8.97 feet to the point of beginning.

SCALE: 1 inch = 50 Feet

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 11th day of January, 2001

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

EASEMENT "2-A"

EXHIBIT C

LEGAL DESCRIPTION OF ORDWAY CENTER

FOR THE PERFORMING ARTS PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 12 and 13, Block 12, and those parts of Lots 8 and 11, Block 12, lying easterly of a line 278.00 feet westerly of and parallel with the easterly line of said Block 12, RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, except the southerly 5.00 feet of that part of said Lot 11 lying westerly of a line 259.00 feet westerly of and parallel with said easterly line of Block 12;

Subject to a perpetual, non-exclusive easement in part of Lots 8 and 11, Block 12, for ingress to and egress from the above-described land, and the facilities constructed thereon, over and through the westerly 10.00 feet of the easterly 278.00 feet of said Block 12, Rice and Irvine's Addition, which lies northerly of the southerly 5.00 feet of said Block 12, Rice and Irvine's Addition;

Together with a perpetual, non-exclusive easement in part of Lots 8 and 11, Block 12, for ingress to and egress from the above-described land and facilities constructed thereon, over and through the westerly 21.00 feet of the easterly 299.00 feet of said Block 12, Rice and Irvine's Addition.

EXHIBIT C-1

GRANT OF EASEMENTS

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

WHEREAS, Grantor has agreed pursuant to that certain unrecorded **RiverCentre** Connection Agreement dated as of March 1, 2001, to which Grantor and City of Saint Paul, Minnesota, a Minnesota municipal corporation ("City"), among others, are parties ("Agreement"), to grant to the City temporary and permanent easements for purposes of pedestrian ingress, egress and transit (all as described below) through a portion of Grantor's Property for an underground pedestrian walkway ("**Corridor**"), and street level entrance ("**Fourth Street Facility**") connecting the street level surface with the underground **Corridor**, for construction of the **Corridor** and the Fourth Street Facility and for pedestrian ingress, and egress and transit through the **Corridor** and the Fourth Street Facility as described in the Agreement, which is therein made part of the pedestrian Concourse System of the City, hereinafter the "System."

NOW, THEREFORE, in pursuance of the 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, the easements described as follows:

1. A temporary construction easement automatically terminating on August 31, 2002 for the purpose of constructing the Corridor and the Fourth Street Facility over, under and across the Grantor's Property ("Temporary Construction Easement").
2. A permanent easement for the purpose of locating, operating, using, repairing and maintaining the Corridor and the Fourth Street Facility and for the purpose of providing pedestrian ingress, egress and transit to and from the Fourth Street Facility and the Corridor over, under and across the Grantor's Property ("Permanent Corridor Easement"). The Corridor may be located anywhere under the surface of the Permanent Corridor Easement. The Fourth Street Facility shall only be located Westerly of the most easterly 61.85 feet of the Permanent Corridor Easement.

The Temporary Construction Easement and the Permanent Construction Easement are over areas legally described, crosshatched and labeled on **Exhibit B**. The easement areas shall be collectively referred to as the "Easement Areas." The Easement Areas are all subject to amendment by Grantor and City at such time as construction is completed and "as built" surveys have been completed to more particularly and legally describe the Easement Areas.

The use of the Permanent Corridor Easement by the public is expressly made subject to such reasonable policy regarding hours during which the Permanent Corridor Easement must be closed to public access for any part or all of the Permanent Corridor Easement 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 on a nondiscriminatory basis.

The public's right herein to pedestrian ingress, egress and transit, in and through the Permanent Corridor Easement, shall also be, and hereby is, made subject to such reasonable measures regarding temporarily closing of part(s) or all of the Permanent Corridor Easement within or on Grantor's Property as the City of Saint Paul may, by agreement with Grantor or its successors and assigns, from time to time determine. This provision shall not diminish the City's right to, from time to time, exercise its policy powers unilaterally, by ordinance, concerning temporarily closing part(s) or all of the Permanent Corridor Easement, or concerning public conduct within the System, nor shall such agreed or legislated closing hours in any manner restrict the City's easement interests, but shall affect only the public's rights to pedestrian ingress, egress and transit in the Permanent Corridor Easement Area. The Temporary Construction Easement (during its term) and the Permanent Corridor Easement are collectively the "Easements".

The Easements shall only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor. However, no material change in the Easement Areas as described on the attached Exhibit B shall be made without Grantor and City's consent in writing and at no time shall the Fourth Street Facility be located on the easterly 61.85 feet of the Permanent Corridor Easement.

The grant of easements herein shall be subject to the right of the City to change the location of the Permanent Corridor Easement to permit the continuity of the System. Grantor

shall grant a new easement for the new location of the Permanent Corridor Easement and City shall install the new improvements in the Permanent Corridor Easement (following as short a period of closing off the Permanent Corridor Easement for construction purposes as is reasonably possible) at the sole cost and expense of the City, on the condition that no change in the Permanent Corridor Easement location shall be made without the approval of the Grantor, such approval not to be unreasonably conditioned, delayed, or withheld. If the proposed change in the Permanent Corridor Easement results in an expansion of the Easement Area or the Fourth Street Facility on Grantor's Property, Grantor may withhold approval of the new location and such withholding of approval shall not be deemed unreasonable. Said new Permanent Corridor Easement shall be surveyed and described by a registered land surveyor at the expense of City.

The Easements shall be limited to the life of the Corridor, and shall terminate in the event the Permanent Corridor Easement granted herein is vacated, abandoned or discontinued in any manner permitted by law.

If the Easements or any portion of them are relocated, vacated or terminated, the City shall furnish a release of the Easements or the portion affected to Grantor, its successors or assigns.

City, for itself, its successors and assigns, does hereby agree that for and during the life of the Easements, City shall be responsible for providing for and paying the cost of any repairs, maintenance, improvements and, to the extent required, replacements of the improvements constructed within the Easement Areas.

Grantor reserves for itself the right to connect with the Corridor underground through property owned by Grantor, or at skyway level above-grade, subject to plans approved by City,

which approval shall not be unreasonably conditioned, delayed or withheld. Such connection shall be made at the sole cost and expense of Grantor and such connection shall be maintained, repaired and replaced, as necessary by Grantor. Such connection will not be deemed part of the Skyway System. Grantor may seek to make the new connection part of the Skyway System, subject to applicable ordinances and laws.

Grantor reserves to itself the right to use any portion of the Easement Areas for its own purposes so long as such use does not interfere with any improvements constructed within the Easement Areas by City pursuant to this Grant of Easements or with the public's right to ingress, egress and transit.

Whenever City performs construction, maintenance, repair or replacement of any facilities constructed by City within the Easement Areas, City shall do the following:

1. Upon completion of such work use commercially reasonable efforts to promptly restore the surface areas to substantially the condition which existed prior to such work;
2. Do any such work in a manner the minimizes, to the extent reasonably practicable, the interference with the Grantor's business and the public's right to ingress, egress and transit;
3. Use commercially reasonable efforts to avoid jeopardizing any vegetation, including trees; and
4. Enclose construction areas in chain link fencing with wood surface facing the Grantor's facility, which wood surface should be painted or otherwise decorated.

TO HAVE AND TO HOLD the Easements until the Easements expire or are vacated,
abandoned or terminated in any manner permitted by law.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this

1st day of March, 2001.

ORDWAY CENTER FOR THE
PERFORMING ARTS, a Minnesota
nonprofit corporation

By _____

Its _____

By _____

Its _____

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2001, by _____ and _____,
the _____ and _____, respectively, of Ordway
Center for the Performing Arts, a Minnesota nonprofit corporation, on behalf of the corporation.

ACCEPTANCE

The City hereby accepts said Grant of Easements pursuant to its terms and conditions.

CITY OF SAINT PAUL

By: _____

Its Mayor

By: _____

Its Director, Department of
Finance and Management Services

By: _____

Its City Clerk

APPROVED AS TO FORM:

Briggs and Morgan, P.A., special counsel

to City of Saint Paul, Minnesota

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument and Agreement was acknowledged before me this ____ day of _____, 200__, by NORM COLEMAN, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument and Agreement was acknowledged before me this ____ day of _____, 200__, by _____, Director of the Department of Finance and Management Services for City of Saint Paul, on behalf of the City of Saint Paul.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument and Agreement was acknowledged before me this ____ day of _____, 200__, by _____, City Clerk of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Notary Public

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 Grantor's Property

Lots 1, 2, 3, 4, 5, 6, 7, 12 and 13, Block 12, and those parts of Lots 8 and 11, Block 12, lying easterly of a line 278.00 feet westerly of and parallel with the easterly line of said Block 12, RICE AND IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, except the southerly 5.00 feet of that part of said Lot 11 lying westerly of a line 259.00 feet westerly of and parallel with said easterly line of Block 12;

Subject to a perpetual, non-exclusive easement in part of Lots 8 and 11, Block 12, for ingress to and egress from the above-described land, and the facilities constructed thereon, over and through the westerly 10.00 feet of the easterly 278.00 feet of said Block 12, Rice and Irvine's Addition, which lies northerly of the southerly 5.00 feet of said Block 12, Rice and Irvine's Addition;

Together with a perpetual, non-exclusive easement in part of Lots 8 and 11, Block 12, for ingress to and egress from the above-described land and facilities constructed thereon, over and through the westerly 21.00 feet of the easterly 299.00 feet of said Block 12, Rice and Irvine's Addition

Together with that portion of vacated West Fourth Street, from the West line of Washington Street to a line 143 feet westerly of and parallel to the West line of Washington Street vacated pursuant to the Resolution of the City of St. Paul, Minnesota, dated June 13, 1997 and recorded April 28, 1998 in the Office of the Ramsey County Recorder as Document No. 3054790, which accrued to such property by virtue of such vacation.

EXHIBIT B

Legal Description and Depiction of Easement Areas

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across the southerly 18.00 feet of the easterly 112.20 feet of Lot 1, Block 12, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, together with the easterly 112.20 feet of that part of the northerly half of vacated West Fourth Street lying westerly of the southerly extension of the easterly line of said Lot 1.

PERMANENT EASEMENT DESCRIPTION

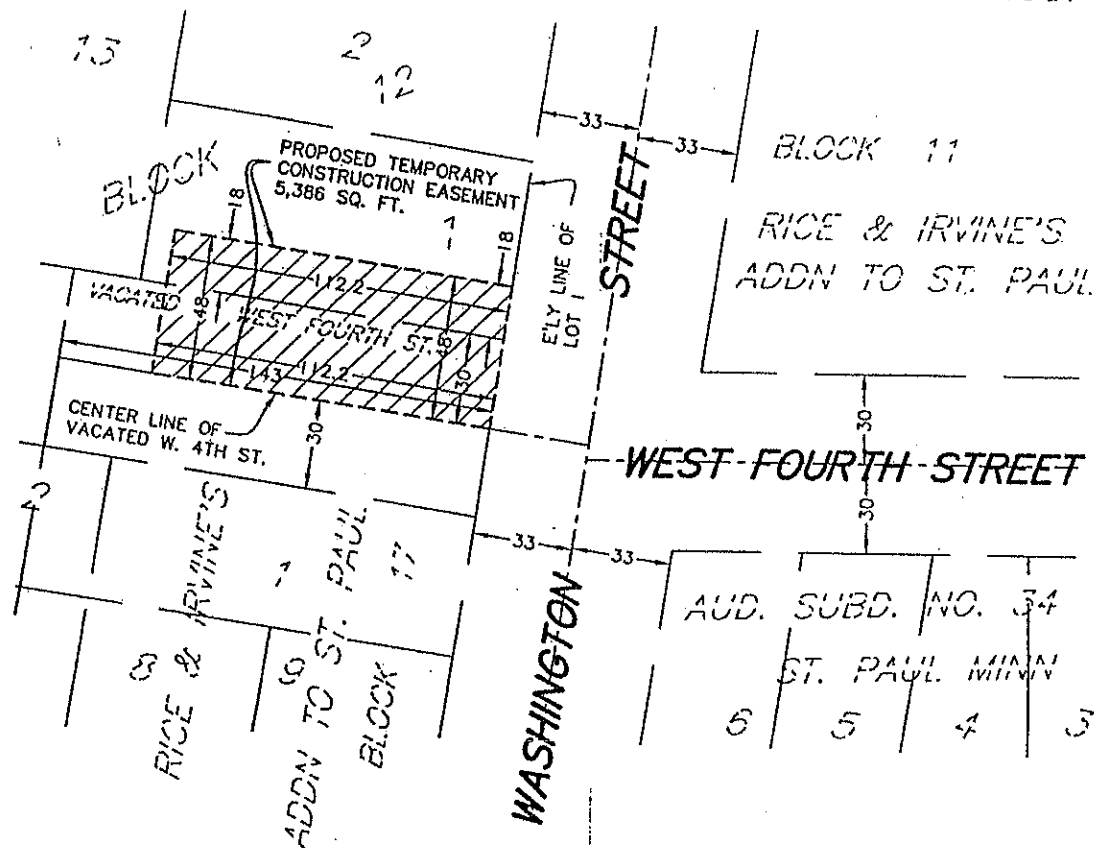
An easement over, under and across that part of Lot 1, Block 12, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, together with that part of the northerly half of vacated West Fourth Street described as beginning at the intersection of the centerline of said vacated West Fourth Street with the southerly extension of the east line of said Lot 1; thence on an assumed bearing of North 82 degrees 11 minutes 45 seconds West, along said center line of vacated West Fourth Street, a distance of 112.18 feet; thence North 7 degrees 48 minutes 52 seconds East a distance of 35.33 feet; thence South 82 degrees 12 minutes 08 seconds East a distance of 42.45 feet; thence South 22 degrees 04 minutes 49 seconds East a distance of 16.31 feet; thence South 76 degrees 59 minutes 11 seconds East a distance of 61.85 feet to said southerly extension of the east line of Lot 1; thence South 7 degrees 49 minutes 43 seconds West, along said southerly extension of the east line of Lot 1, a distance of 15.57 feet to the point of beginning.

(Depictions attached)

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Temporary Construction Easement Sketch For: RIVERCENTRE CONNECTION



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across the southerly 18.00 feet of the easterly 112.20 feet of Lot 1, Block 12, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota, together with the easterly 112.20 feet of that part of the northerly half of vacated West Fourth Street lying westerly of the southerly extension of the easterly line of said Lot 1.

Said temporary easement to expire _____

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 11th day of January, 2001

SUNDE LAND SURVEYING, LLC.

EASEMENT "1"

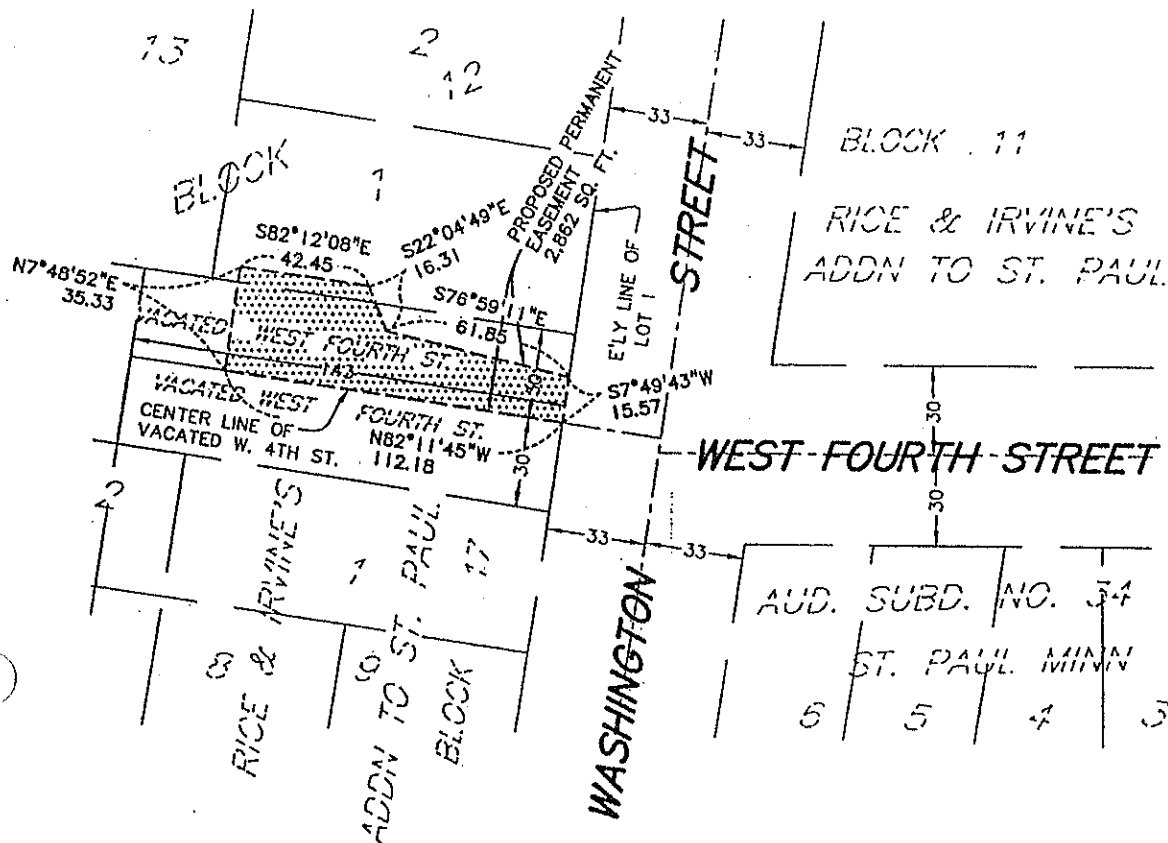
By: Mark S. Hanson
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

SCALE: 1 Inch = 50 Feet

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Permanent Easement Sketch For: RIVERCENTRE CONNECTION



PROPOSED PERMANENT EASEMENT DESCRIPTION

An easement over, under and across that part of Lot 1, Block 12, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof, Ramsey County, Minnesota; together with that part of the northerly half of vacated West Fourth Street described as beginning at the intersection of the centerline of said vacated West Fourth Street with the southerly extension of the east line of said Lot 1; thence on an assumed bearing of North 82 degrees 11 minutes 45 seconds West, along said center line of vacated West Fourth Street, a distance of 112.18 feet; thence North 7 degrees 48 minutes 52 seconds East a distance of 35.33 feet; thence South 82 degrees 12 minutes 08 seconds East a distance of 42.45 feet; thence South 22 degrees 04 minutes 49 seconds East a distance of 16.31 feet; thence South 76 degrees 59 minutes 11 seconds East a distance of 61.85 feet to said southerly extension of the east line of Lot 1; thence South 7 degrees 49 minutes 43 seconds West, along said southerly extension of the east line of Lot 1, a distance of 15.57 feet to the point of beginning.

SCALE: 1 Inch = 50 Feet

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 11th day of January, 2001

SUNDE LAND SURVEYING, LLC.

By: _____

Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

EASEMENT "1-A"

EXHIBIT D

PUBLIC LIBRARY LEGAL DESCRIPTION

Lots 2 through 18 and adjacent vacated alley, Auditor's Subdivision No. 34, St. Paul, Ramsey County, Minnesota.

to as the City of St. Paul Public Library ("Public Library") and for the purpose of providing pedestrian ingress, egress and transit from the Corridor, through **Declarant's** Property and the passageways in the Public Library 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 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 may, by agreement with Authority or its successors and assigns, from time to time determine. This provision shall not diminish the City's right to, from time to time, exercise its policy powers unilaterally, by ordinance, concerning temporarily closing part(s) or all of the 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, 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. In addition, Declarant may amend this Declaration in the future to include additional pedestrian concourse easements throughout the Public Library renovation, at such time as such new easements have been determined and legally described.

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 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.

Notary Public

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

EXHIBIT A

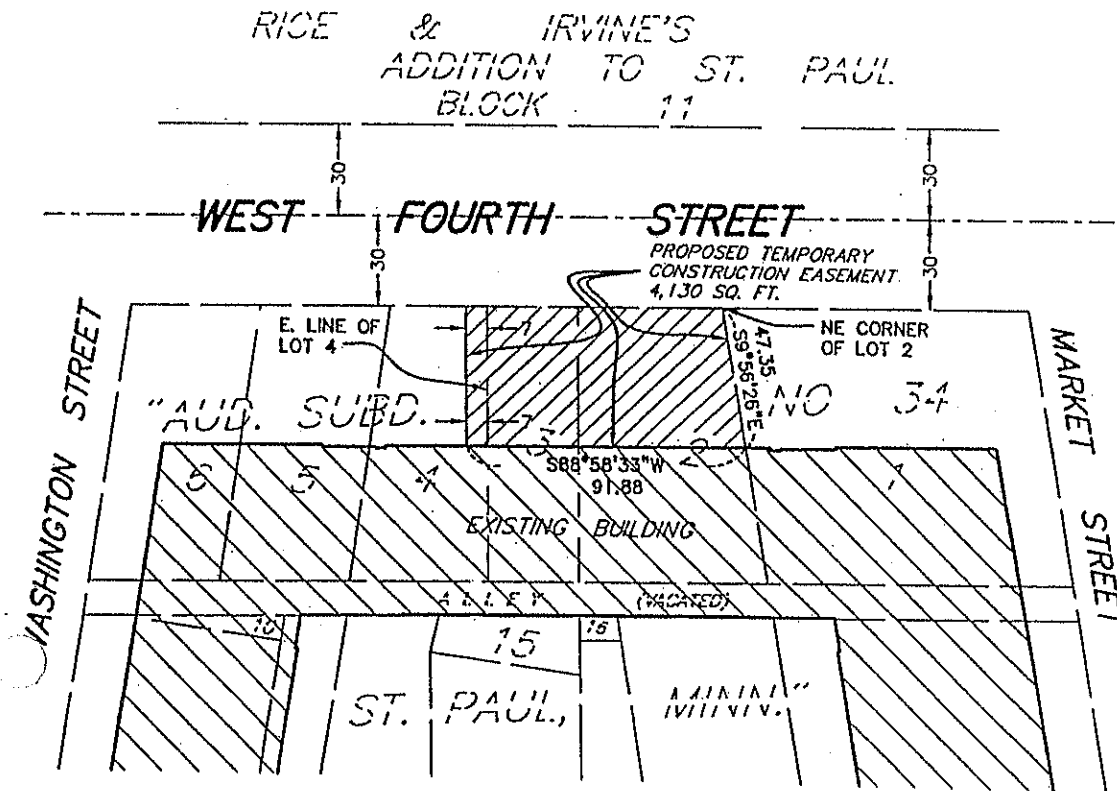
PUBLIC LIBRARY LEGAL DESCRIPTION

Lots 2 through 18 and adjacent vacated alley, Auditor's Subdivision No. 34, St. Paul, Ramsey County, Minnesota.

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Temporary Construction Easement Sketch For: RIVERCENTRE CONNECTION



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across that part of Lots 2 and 3, and the easterly 7.00 feet of Lot 4, "AUDITOR'S SUBDIVISION NO 34 ST. PAUL, MINN.", on file in the office of the County Recorder, Ramsey County, Minnesota, lying northerly of a line described as commencing at the northeast corner of said Lot 2; thence on an assumed bearing of South 9 degrees 56 minutes 26 seconds East, along the east line of said Lot 2, a distance of 47.35 feet to the point of beginning of the line to be described; thence South 88 degrees 58 minutes 33 seconds West a distance of 91.88 feet to the west line of said easterly 7.00 feet of Lot 4 and said line there terminating.

Said temporary easement is to expire _____

SCALE: 1 inch = 50 Feet

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 12th day of March, 2001

SUNDE LAND SURVEYING, LLC.

EASEMENT "8"

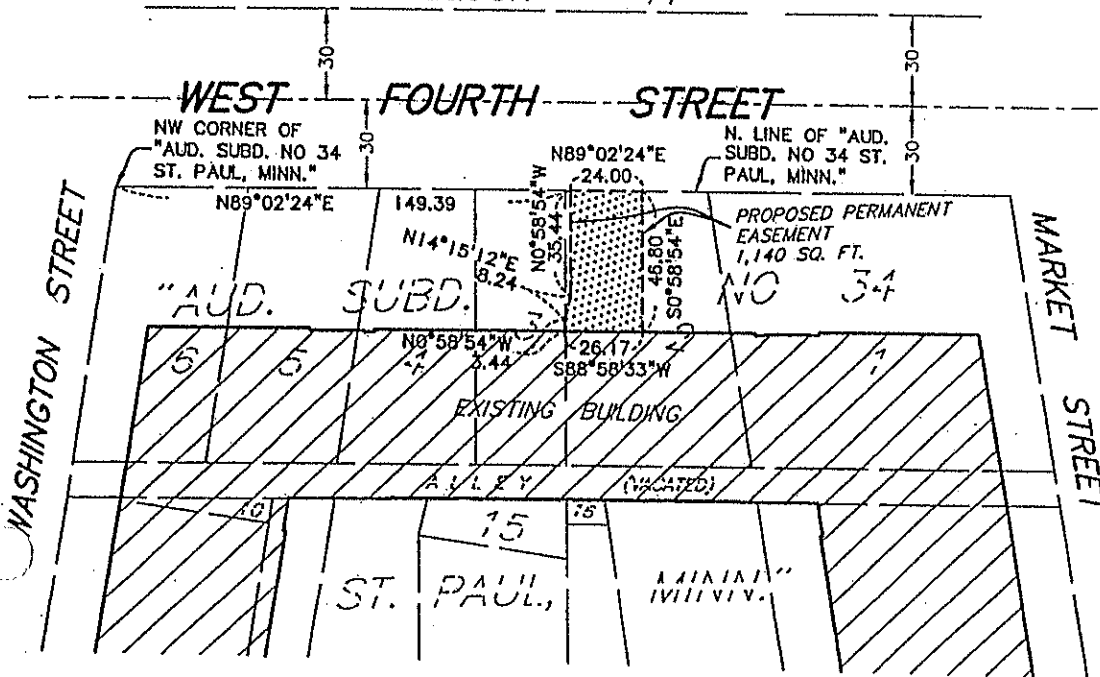
By: Mark S. Hanson
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

// Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Permanent Easement Sketch For: RIVERCENTRE CONNECTION

RICE & IRVINE'S
ADDITION TO ST. PAUL
BLOCK 11



PROPOSED PERMANENT EASEMENT DESCRIPTION

An easement over, under and across that part of Lots 2 and 3, "AUDITOR'S SUBDIVISION NO 34 ST. PAUL, MINN.", on file in the office of the County Recorder, Ramsey County, Minnesota, described as commencing at the northwest corner of said "AUDITOR'S SUBDIVISION NO 34 ST. PAUL, MINN."; thence on an assumed bearing of North 89 degrees 02 minutes 24 seconds East, along the north line of said "AUDITOR'S SUBDIVISION NO 34 ST. PAUL, MINN.", a distance of 149.39 feet to the point of beginning; thence continuing North 89 degrees 02 minutes 24 seconds East, along said north line of "AUDITOR'S SUBDIVISION NO 34 ST. PAUL, MINN.", a distance of 24.00 feet; thence South 0 degrees 58 minutes 54 seconds East a distance of 46.80 feet; thence South 88 degrees 58 minutes 33 seconds West a distance of 26.17 feet; thence North 0 degrees 58 minutes 54 seconds West a distance of 3.44 feet; thence North 14 degrees 15 minutes 12 seconds East a distance of 8.24 feet; thence North 0 degrees 58 minutes 55 seconds West a distance of 35.44 feet to the point of beginning.

SCALE: 1 inch = 50 Feet

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 12th day of March, 2001

SUNDE LAND SURVEYING, LLC.

EASEMENT "8-A"

By: Mark S. Hanson
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

EXHIBIT E
GRANT OF EASEMENTS AND TERMINATION
CONCERNING SKYWAY

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

WHEREAS, Amhoist/Park Towers/Ramp Condominium Master Association, a Minnesota nonprofit corporation ("Master Association"), is the condominium association responsible for managing the Amhoist/Park Towers/Towers Condominium, Ramsey County Condominium Numbers 199, 200 and 201 ("Tower") located on Grantor's Property; and

WHEREAS, Grantor has agreed pursuant to that certain unrecorded **RiverCentre** Connection Agreement dated as of March 1, 2001, to which Grantor, Master Association and the City of Saint Paul, Minnesota ("City"), among others, are parties ("Agreement"), to grant to the City various easements for purposes of pedestrian ingress, egress and transit (all as described below) through Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System," for purposes of an underground pedestrian walkway (**Corridor**), for construction of the Corridor, and for ingress, egress and transit through the Corridor as described in the Agreement.

NOW, THEREFORE, in pursuance of the Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is

Easement within, on or over Grantor's Property, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

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

The grant of Permanent Concourse Easement herein shall be subject to the right of the Grantor 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 easement for construction purposes as is reasonably possible) at the sole cost and

expense of the Grantor, and on the further condition that no change in the easement location shall be made without the approval of the City, 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 Grantor.

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

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

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

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of the easements, Grantor shall be responsible for providing for the cost of any repairs, improvements and to the extent required herein replacements of the improvements in the

Permanent Concourse Easement as described herein, it being understood that the aforesaid covenant shall run with the land.

This Grant of Easements shall serve also as a termination of those certain existing skyway pedestrian concourse easements encumbering Grantor's Property.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this

_____ day of _____, 2001.

RICE PARK PROPERTIES
CORPORATION, a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2001, by _____ and _____,
the _____ and _____, respectively, of Rice Park
Properties Corporation, a Minnesota corporation, on behalf of the corporation.

Notary Public

AMHOIST/PARK TOWERS/RAMP
CONDOMINIUM ASSOCIATION, a Minnesota
nonprofit corporation

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2001, by _____ and _____,
the _____ and _____, respectively, of
Amhoist/Park Towers/Ramp Condominium Master Association, a Minnesota nonprofit
corporation, on behalf of the corporation.

Notary Public

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

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 Grant of Easements and Termination (Landmark Towers Association) as set forth therein.

U. S. BANK NATIONAL ASSOCIATION

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of March, 2001, by _____, the _____ of U. S. Bank National Association, a national banking association, on behalf of the national banking association.

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Units 201 and 202, Condominium No. 200, Amhoist Tower Condominium, Ramsey County, Minnesota.

EXHIBIT B
Legal Description of Easement Areas

PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across the easterly 45.50 feet of the westerly 227.80 feet of the southerly 4.60 feet of Unit 201, Condominium No. 200, Amhoist Tower Condominium, Ramsey County, Minnesota.

PERMANENT CORRIDOR EASEMENT DESCRIPTION

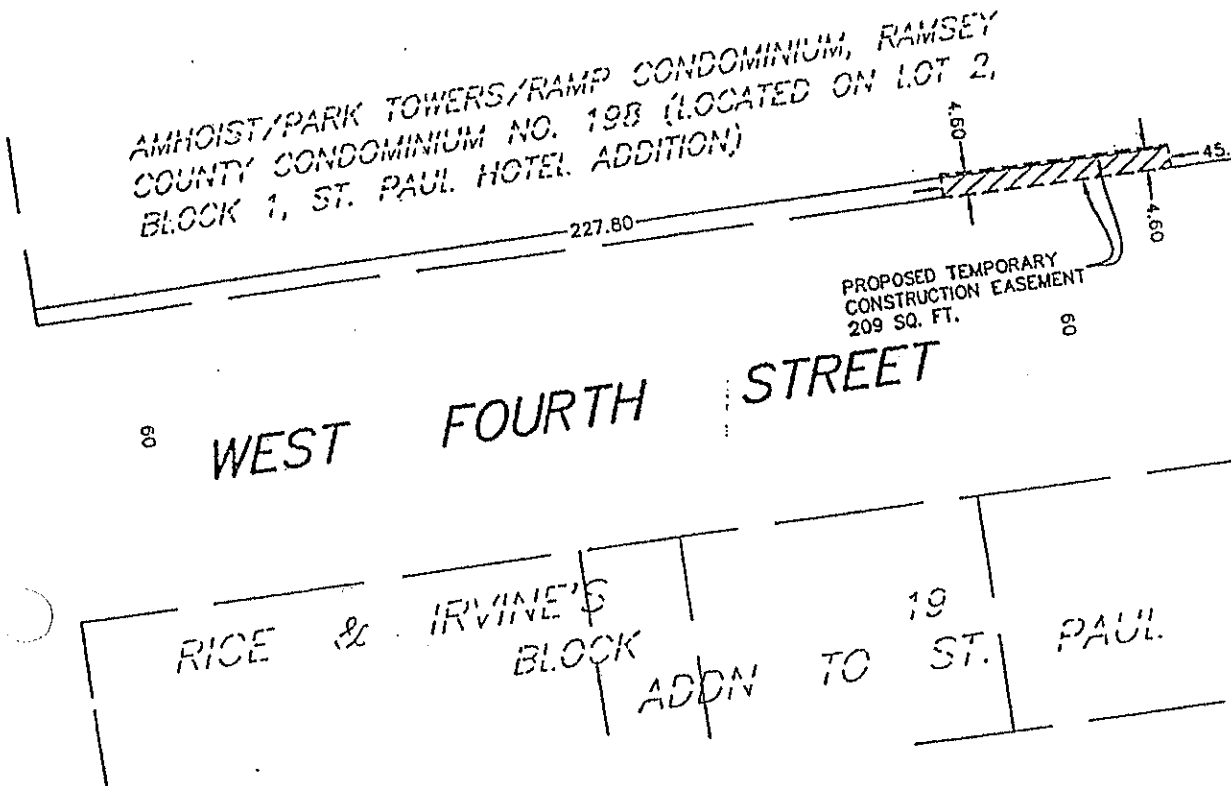
An easement over, under and across that part of Units 201 and 202, Condominium No. 200, Amhoist Tower Condominium, Ramsey County, Minnesota, described as commencing at the southwest corner of Lot 2, Block 1, St. Paul Hotel Addition; thence on an assumed bearing of North 80 degrees 13 minutes 30 seconds East, along the south line of said Lot 2, a distance of 182.30 feet to the point of beginning of the easement to be described; thence North 9 degrees 43 minutes 28 seconds West a distance of 0.34 feet; thence North 80 degrees 16 minutes 32 seconds East a distance of 10.55 feet; thence North 9 degrees 43 minutes 28 seconds West a distance of 4.29 feet; thence North 80 degrees 16 minutes 32 seconds East a distance of 26.00 feet; thence South 9 degrees 43 minutes 28 seconds East a distance of 3.84 feet; thence North 80 degrees 16 minutes 32 seconds East a distance of 4.62 feet; thence North 9 degrees 43 minutes 28 seconds West a distance of 3.84 feet; thence North 80 degrees 32 minutes 25 seconds East a distance of 4.33 feet; thence South 9 degrees 43 minutes 28 seconds East a distance of 4.57 feet to said south line of Lot 2; thence South 80 degrees 13 minutes 30 seconds West, along said south line of Lot 2, a distance of 45.50 feet to the point of beginning.

(Depictions attached)

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Temporary Construction Easement Sketch For: RIVERCENTRE CONNECTION



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement over, under and across the easterly 45.50 feet of the westerly 227.80 feet of the southerly 4.60 feet of AMHOIST/PARK TOWERS/RAMP CONDOMINIUM, RAMSEY COUNTY CONDOMINIUM NO. 198 located upon Lot 2, Block 1, ST. PAUL HOTEL ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota.

Said temporary easement to expire _____

SCALE: 1 inch = 30 Feet

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated this 11th day of January, 2001

SUNDE LAND SURVEYING, LLC.

By: _____

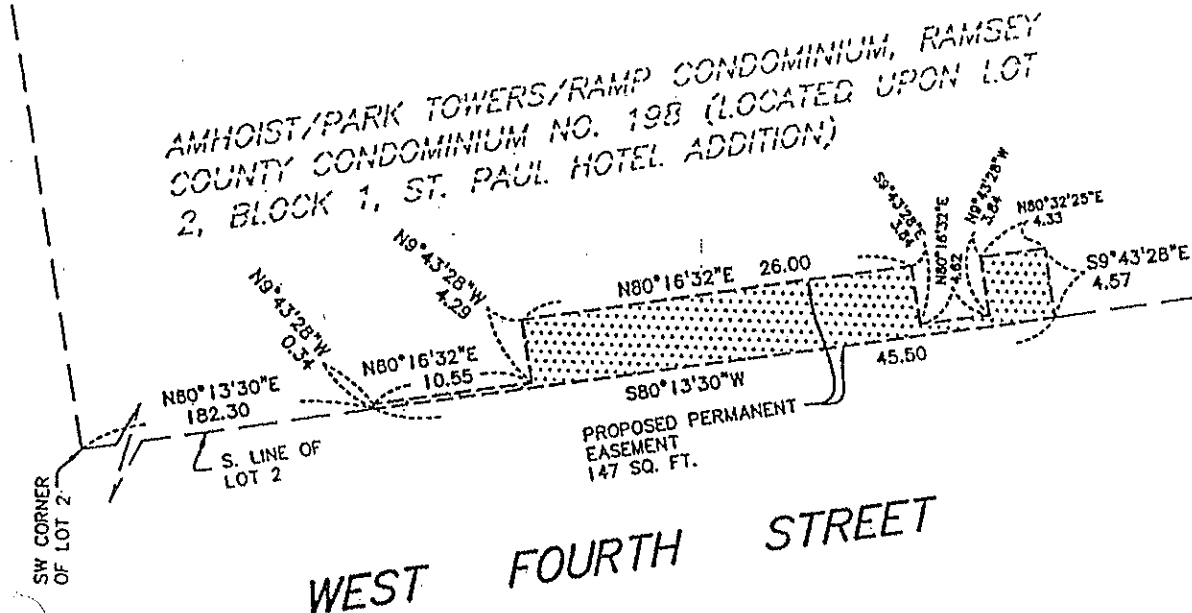
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

EASEMENT "5"

Sunde Land Surveying, LLC.

9001 East Bloomington Freeway (35W)
Suite 118
Bloomington, Minnesota 55420-3435
Business: 952-881-2455
FAX: 952-888-9526

Permanent Easement Sketch For: RIVERCENTRE CONNECTION



WEST FOURTH STREET

PROPOSED PERMANENT EASEMENT DESCRIPTION

An easement over, under or across that part of AMHOIST/PARK TOWERS/RAMP CONDOMINIUM, RAMSEY COUNTY CONDOMINIUM NO. 198 located upon Lot 2, Block 1, ST. PAUL HOTEL ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, described as commencing at the southwest corner of said Lot 2; thence on an assumed bearing of North 80 degrees 13 minutes 30 seconds East, along the south line of said Lot 2, a distance of 182.30 feet to the point of beginning of the easement to be described; thence North 9 degrees 43 minutes 28 seconds West a distance of 0.34 feet; thence North 80 degrees 16 minutes 32 seconds East a distance of 10.55 feet; thence North 9 degrees 43 minutes 28 seconds West a distance of 4.29 feet; thence North 80 degrees 16 minutes 32 seconds East a distance of 26.00 feet; thence South 9 degrees 43 minutes 28 seconds East a distance of 3.84 feet; thence North 80 degrees 16 minutes 32 seconds East a distance of 4.62 feet; thence North 9 degrees 43 minutes 28 seconds West a distance of 3.84 feet; thence North 80 degrees 32 minutes 25 seconds East a distance of 4.33 feet; thence South 9 degrees 43 minutes 28 seconds East a distance of 4.57 feet to said south line of Lot 2; thence South 80 degrees 13 minutes 30 seconds West, along said south line of Lot 2, a distance of 45.50 feet to the point of beginning.

SCALE: 1 inch = 10 Feet

We hereby certify that this sketch, plan or report was prepared by me or under my instruction and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

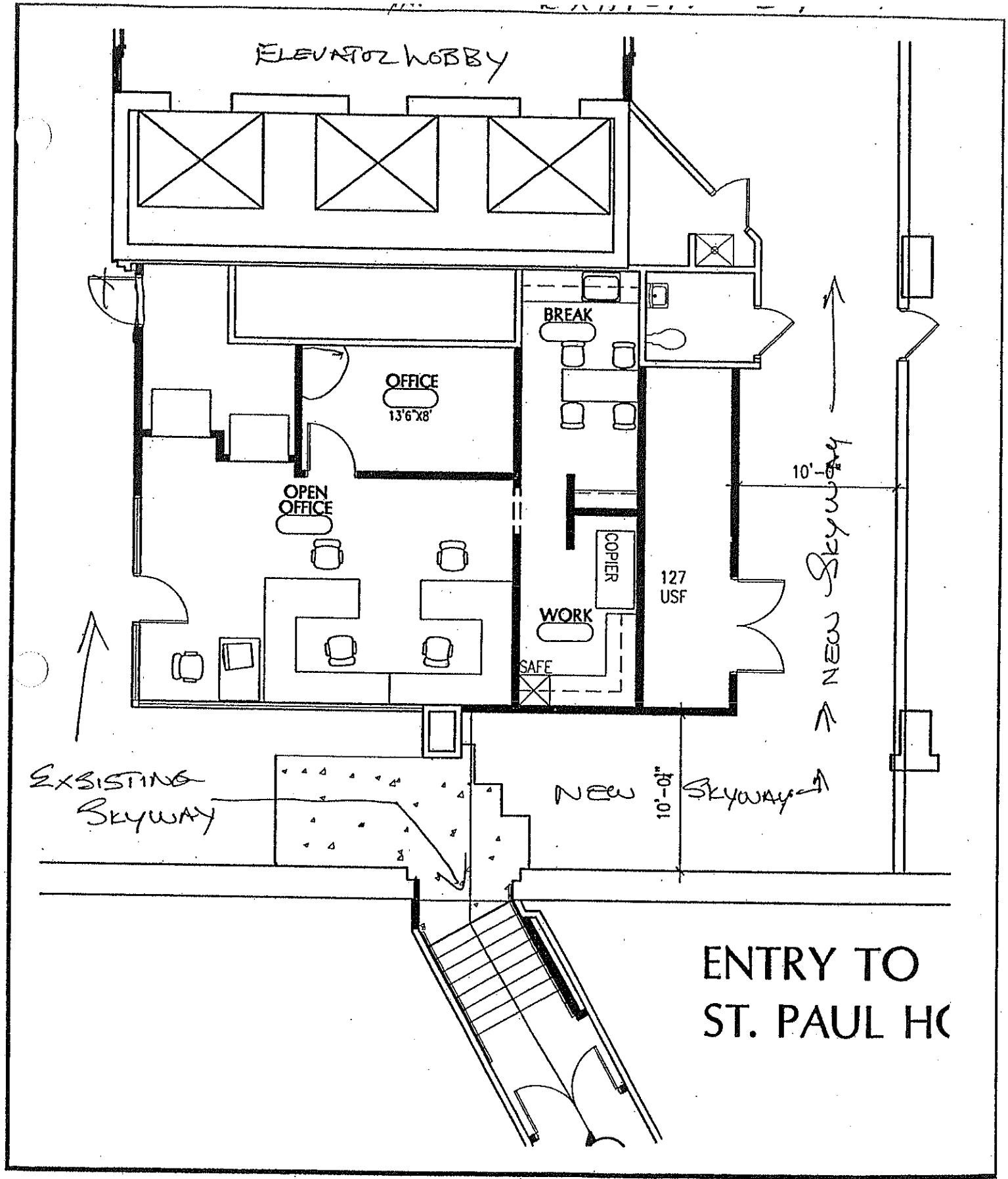
Dated this 11th day of January, 2001

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson
Mark S. Hanson, R.L.S.
Minn. Reg. No. 15480

EASEMENT "5-A"

EXHIBIT E-1
DEPICTION OF LANDMARK TOWER CONCOURSE EASEMENTS



 MOHAGEN architects, ltd. ARCHITECTURE PLANNING INTERIORS 1415 EAST WAYZATA BLVD., SUITE 200 WAYZATA, MN 55391 (952) 473-1985 FAX (952) 473-1340	SCALE: 1/8"=1'-0" DATE: 2/6/01 PROJECT NO. DRAWN BY: J.KAPLAN COMPUTER PLOT:	SHEET DESCRIPTION: CITIES CREDIT UNION OPTION #1 - 800 USF LANDMARK TOWER SKYWAY	SHEET NUMBER: A1 PARTIAL
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EXHIBIT F

CORRIDOR LEGAL DESCRIPTION

All that property lying over, under and across that part of Washington Street, West Fourth Street and Market Street, Ramsey County, Minnesota, described as beginning at the intersection of the center line of vacated West Fourth Street with the northerly extension of the easterly line of Lot 1, Block 17, RICE & IRVINE'S ADDITION TO ST. PAUL, according to the recorded plat thereof; thence North 7 degrees 49 minutes 43 seconds East, along said northerly extension of the easterly line of Lot 1, a distance of 15.57 feet; thence South 76 degrees 59 minutes 11 seconds East a distance of 71.92 feet; thence North 88 degrees 59 minutes 24 seconds East a distance of 235.27 feet; thence North 80 degrees 09 minutes 19 seconds East a distance of 265.58 feet; thence South 31 degrees 50 minutes 41 seconds East a distance of 49.00 feet to the north line of Block 19, said RICE & IRVINE'S ADDITION TO ST. PAUL; thence South 80 degrees 13 minutes 30 seconds West, along said north line of Block 19, a distance of 39.44 feet; thence North 9 degrees 50 minutes 41 seconds West a distance of 5.48 feet; thence North 31 degrees 50 minutes 41 seconds West a distance of 16.08 feet; thence South 80 degrees 17 minutes 42 seconds West a distance of 204.85 feet; thence South 8 degrees 21 minutes 27 seconds West a distance of 16.54 feet; thence South 89 degrees 02 minutes 24 seconds West a distance of 275.42 feet; thence North 0 degrees 57 minutes 36 seconds West a distance of 11.33 feet; thence North 76 degrees 56 minutes 18 seconds West a distance of 69.79 feet to said northerly extension of the West line of Lot 9, Block 17; thence North 7 degrees 49 minutes 43 seconds East, along said northerly extension of the east line of Lot 1, Block 17, a distance of 8.97 feet to the point of beginning.

Together with an easement over, under and across that part of said West Fourth Street described as commencing at the southwest corner of Lot 2, Block 1, ST. PAUL HOTEL ADDITION, according to the recorded plat thereof; thence North 80 degrees 13 minutes 30 seconds East, along the south line of said Lot 2, a distance of 182.28 feet to the point of beginning of the easement to be described; thence continuing North 80 degrees 13 minutes 30 seconds East, along said south line of Lot 2, a distance of 45.50 feet; thence South 9 degrees 43 minutes 28 seconds East a distance of 10.00 feet; thence South 80 degrees 16 minutes 32 seconds West a distance of 45.50 feet; thence North 9 degrees 43 minutes 28 seconds West a distance of 9.96 feet to the point of beginning.

EXHIBIT F-1

CORRIDOR DEPICTION

F-1-1

EXHIBIT F-1

RIVERCENTRE CONNECTION

ST. PAUL, MINNESOTA

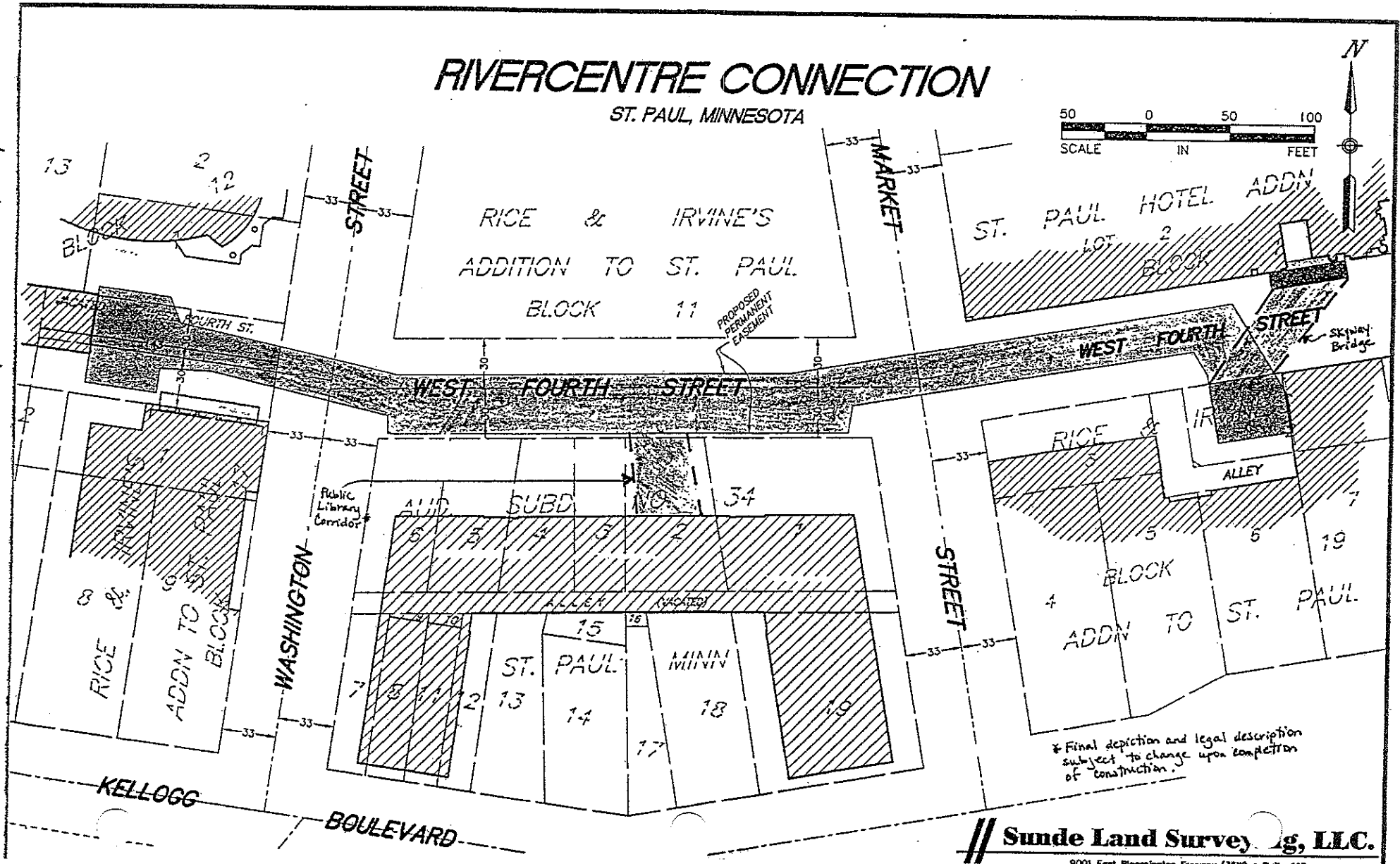


EXHIBIT F-2

SKYWAY FACILITY LEGAL DESCRIPTION

The Westerly 60 feet of Lot Two (2), Block Nineteen (19), Rice and Irvine's Addition to the City of Saint Paul, except that part conveyed in Book 944 of Deeds, page 511, according to the plat thereof on file and of record in the office of the County Recorder, including any and all vacated rights-of-way, easements, appurtenances, gaps, and overlaps, Saint Paul, Ramsey County, Minnesota.

ADVERTISING GUIDELINES



CITY OF SAINT PAUL
Norm Coleman, Mayor

25 West Fourth Street
Saint Paul, MN 55102

Telephone: 651-266-6565
Facsimile: 651-228-3261

RiverCentre Connection
Advertising Guidelines
02/22/01

Advertising in the RiverCentre tunnel can be a positive, proactive addition to the design. The challenge is to have an overall design concept for graphics / advertising that makes the tunnel an interesting, attractive public space. These advertising guidelines will help reinforce Crime Prevention Through Environmental (CPTED) principles and underground space concepts. Advertising can support public safety by:

- *Not providing reasons for loitering.* Use large print. Use short advertising phrases, if necessary, that can be read quickly in passing-by or from a distance. Text that requires the reader to stand and carefully read the ad gives inappropriate users of the tunnel a "legitimate" reason to loiter.
- *Increasing readability:* When people know where they are, they act with more confidence and they appear less vulnerable. Graphics can help reinforce where in the tunnel people are in relationship to what is above grade, for example, super-graphics related to sports can be located in the tunnel near the RiverCentre / Mn. WILD building; library or park motifs near the Central Library, JJ Hill Library, or Rice Park areas; technology near Quest; mural size art posters for upcoming events near the Ordway; etc.
- *Increasing visibility:* Lighting incorporated or coordinated with advertising can increase and/or supplement interior light levels. This is particularly important at entry points where a smooth transition from daylight to interior lighting is essential.
- *Discouraging graffiti:*
Graphics that are high quality or art, especially if they have community involvement, often are respected and not tagged.
Advertising graphics, murals, etc. should have a "sacrificial" layer or protective coat so they are not destroyed if tagging does occur.
Use graphics with lots of lines, colors, and patterns because they are more difficult to tag than those with large expanses of solid color.

Advertising can offset the negative associations with underground spaces by:

- *Enhancing orientation with a varied but understandable system of graphics.* Reinforce key entrances / exits or nodes in the tunnel by placing graphics / advertising primarily in the four major nodes - at the ends of the tunnels and at the two subway-style stairways occurring along the corridor - and at T-junctions along the route. Large mural-type graphics in each location rather than multiple small advertisements are more memorable and help orient people. Use images that relate to the exterior location, wherever possible.
- *Simulating and / or supplementing natural light with artificial lighting.* Backlit graphics can add additional illumination in the tunnel. This is particularly important at entry points to assist in the transition from exterior / daylight to interior light.
- *Enhancing spaciousness by using color, lighting, texture, geometry, etc.* Elements of color, associations with nature, and "surrogate" window designs (images that appear to extend the view like a windows) are effective in underground spaces.
