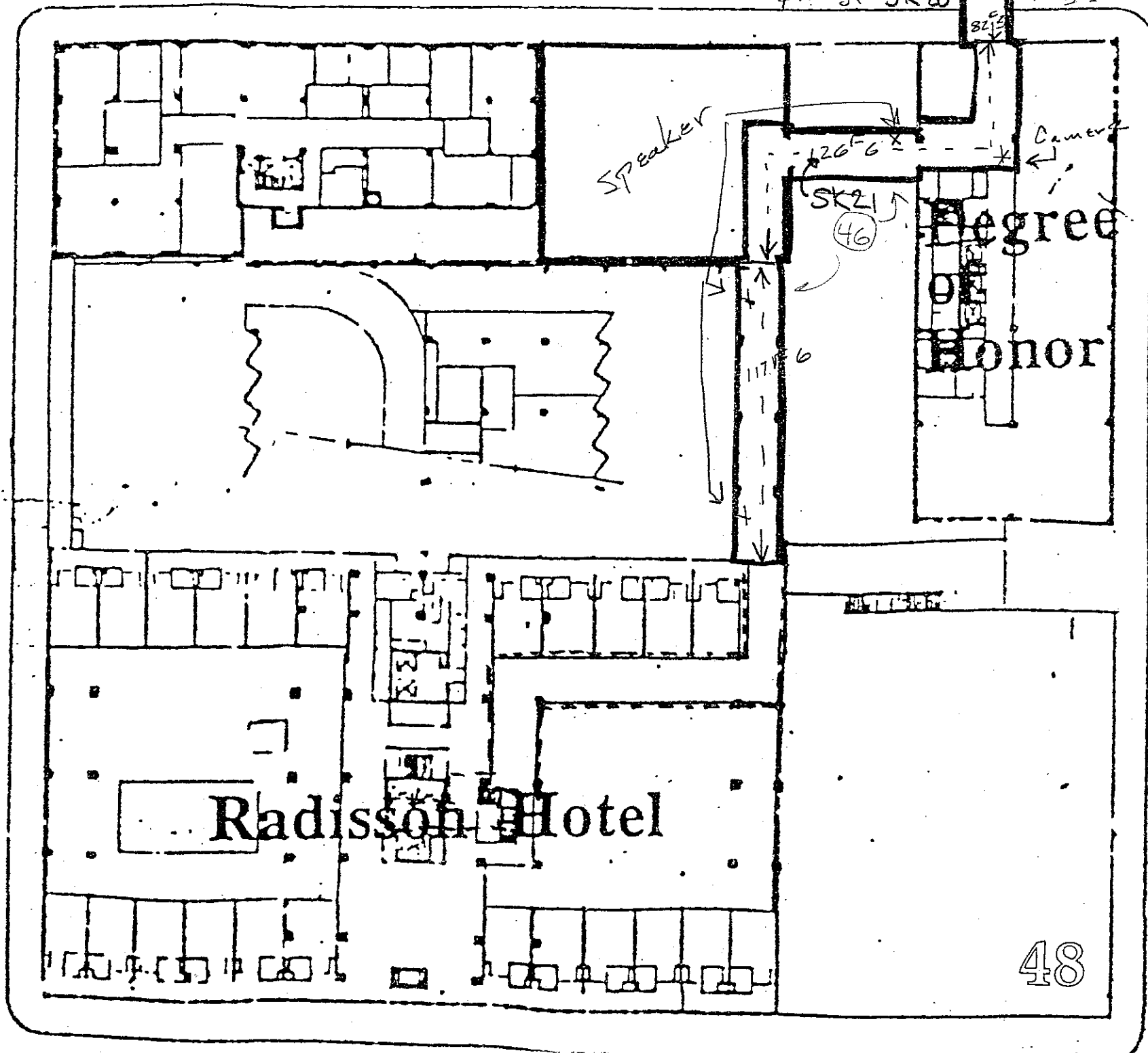




BRIDGE AND CONCOURSE
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of January, 1980, among DEGREE OF HONOR PROTECTIVE ASSOCIATION ("Degree"), a Minnesota fraternal benefit association, CATHERINE ROSEN ("Rosen"), ST. PAUL JOINT VENTURE ("Venture"), a Minnesota partnership of Capital Hospitality Corporation, a Minnesota corporation, and SPH Hotel Company, a Minnesota corporation, and TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation, formerly St. Paul Abstract and Guaranty Company ("Lessee").

THE PARTIES HERETO recite as follows:

1. Degree owns the structure known as Degree of Honor Building located at 325 Cedar Street, St. Paul, Minnesota, on property legally described in Exhibit "A" attached hereto.
2. Rosen owns the structure known as Minnesota Title Building located at 24 East Fourth Street, St. Paul, Minnesota, on property legally described in Exhibit "B" attached hereto.
3. Lessee occupies the Minnesota Title Building under a lease from Rosen expiring April 30, 1983.
4. Venture owns the structure known as the St. Paul Radisson Hotel located at 11 East Kellogg Boulevard, St. Paul, Minnesota.
5. By an agreement of even date herewith among the parties hereto, the City of St. Paul ("City") and the Housing and Redevelopment Authority of St. Paul, Minnesota ("HRA"),

a pedestrian skyway bridge ("Bridge") is to be constructed over the auditorium of the Degree of Honor Building and pedestrian concourses are to be constructed in the Degree of Honor Building, the Minnesota Title Building and the St. Paul Radisson Hotel.

6. Under the terms of said agreement, the parties hereto have assumed certain responsibilities relating to the operation and maintenance of the Bridge and its related equipment and relating to the operation and maintenance of the pedestrian concourses located in the Degree of Honor Building ("Degree Concourse") and in the Minnesota Title Building ("Rosen Concourse") which they wish to define in accordance with the terms and conditions hereof.

IN CONSIDERATION THEREOF, the parties agree as follows:

1. Bridge Maintenance. Venture agrees to provide the necessary repairs and maintenance of the Bridge, its integral parts and all related equipment therein at its sole expense. The Bridge shall be kept in a reasonably safe condition for pedestrian travel and reasonably clean and free of litter and debris. The maintenance shall include, but not be limited to, glass, floors, hardware and metal trim cleaning, polishing, repair and replacement, roof maintenance, repainting, light bulb replacement and light fixture cleaning. Prints and specifications for all additions, alterations or major repairs or replacements to the Bridge shall be submitted by Venture to the City and HRA or its successors or assigns for approval

prior to commencement of work contemplated. In addition, if such additions, alterations or major repairs or replacements require related work in the Degree of Honor Building or Minnesota Title Building, Venture shall submit pertinent prints and specifications to the appropriate building owner prior to commencement of said work. Lack of approval or disapproval shall be deemed approval fourteen days after submission of request. Such related work shall be the sole responsibility of Venture and any expense in connection therewith shall be paid by Venture.

2. Bridge Electrical and Heating, Ventilating and Air Conditioning Facilities.

(a) ^{CHOWAN PL} Venture, at its sole cost and expense, shall operate, maintain and repair the heating, ventilating and air conditioning ("HVAC") unit which is to be installed on the Minnesota Title Building by HRA and which is to service the Bridge.

(b) Rosen hereby grants to Venture reasonable access and right of entry to the Minnesota Title Building necessary for Venture to operate, maintain and repair the HVAC unit.

(c) Degree, at its sole cost and expense, shall maintain and operate electrical facilities in and serving the Bridge.

3. Bridge Utility Costs.

(a) The HVAC unit shall be tied into a steam source within the St. Paul Radisson Hotel and Venture shall

provide, at its sole cost and expense, all steam required for heating of the Bridge.

(b) The HVAC unit's electrical system and the Bridge lighting system shall be tied into the electrical system of the Degree of Honor Building and Degree shall provide, at its sole expense, all electrical power required by the HVAC unit and the Bridge lighting system. Venture, Rosen and Lessee represent and warrant that they will make no change in the HVAC unit which will increase the cost of electrical power to Degree.

4. Bridge Insurance. Venture shall provide, pay for and maintain, as follows:

(a) Property insurance with all-risk coverage in the amount of the full replacement cost of the Bridge.

(b) General liability insurance against claims for personal injury, death or property damage in or about the Bridge arising from the condition, maintenance, repair or operation of the Bridge. Said insurance shall have the following minimum coverages:

For personal injury, including death, \$500,000 for each occurrence; for property damage \$200,000 in any single accident. Such minimum insurance shall be subject to reasonable change upon 60 day's notice by official action of the Council of the City of St. Paul, from time to time, in the event

that statutory municipal liability limitations are altered.

Such insurance shall be with duly licensed insurance companies, shall name the City, HRA, Degree, Rosen and Lessee as additional insureds on the general liability insurance policy and shall name the City, HRA and Degree as additional insureds on the property insurance policy and shall require not less than 60 day's prior written notice of termination or material alteration and shall be evidenced by certificates filed with each of the additional insureds.

5. Bridge Surety Bond. Venture shall procure, maintain and pay for a surety bond in the amount of \$50,000 to remain in full force and effect so long as the Bridge is owned by the City and/or HRA. Said bond shall be made and executed by Venture as principal and a corporate surety company duly authorized to transact business in Minnesota as surety to and in favor of City as obligee indemnifying and holding the City harmless against all expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation and/or repair of the Bridge, its related equipment and integral parts and also conditioned that in the event Venture or its

successors and assigns fail to maintain, repair or operate the Bridge, its related equipment or integral parts to a reasonable standard of safety and cleanliness, the City may undertake the maintenance, repair and operation thereof and may recover its reasonable costs incurred thereby from the surety.

6. Grant of Access for Bridge.

(a) Degree, Rosen and Lessee hereby grant to Venture reasonable access and right of entry to the Degree of Honor Building and to the Minnesota Title Building necessary for Venture to repair and maintain the Bridge.

(b) Rosen and Lessee hereby grant to Degree reasonable access and right of entry to the Minnesota Title Building necessary for Degree to remove, repair or maintain said Bridge in the event Degree obtains ownership of said Bridge pursuant to the provisions of the agreement described in paragraph 5 of the recitations above.

7. Rosen Concourse.

(a) Venture agrees to provide, at its sole cost and expense, the necessary repair and maintenance of the Rosen Concourse, the physical description of which is contained in Exhibit "B" to the agreement described in paragraph 5 of the recitations above. Maintenance shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement, repainting, light bulb replacement and light

fixture cleaning. The Rosen Concourse shall be kept in a reasonable safe condition for pedestrian travel and reasonably clean and free of litter and debris.

(b) Rosen and Lessee hereby grant to Venture reasonable access and right of entry to the Minnesota Title Building necessary for Venture to maintain and repair the Rosen Concourse.

(c) Plans and specifications for all additions, alterations or major repairs or replacements to the Rosen Concourse shall be submitted by Venture to the City and HRA or its successors or assigns for approval prior to commencement of the work contemplated.

(d) Rosen and Lessee agree that the smoke/fire detection system existing in the Minnesota Title Building shall be extended at Lessee's expense to include sensors to be located in the Rosen Concourse and to operate, repair and maintain same at Lessee's expense during the term of the lease from Rosen and at Rosen's expense thereafter.

8. Degree Concourse. Degree agrees to provide, at its sole cost and expense the necessary repair and maintenance of the Degree Concourse, the physical description of which is contained in Exhibit "B" to the agreement described in paragraph 5 of the recitations above. Maintenance shall include, but not be limited to glass, floor, hardware and metal trim cleaning, polishing, repair and replacement, repainting, light bulb replacement and light fixture cleaning. The Degree Concourse shall be kept in a reasonable safe condition for pedestrian travel and reasonably clean and free of litter and debris.

9. Arbitration. Any disagreement between the parties concerning the rights and obligations of the parties under this Agreement shall be submitted to arbitration pursuant to the rules of the American Arbitration Association.

10. Succession and Duration. The respective rights and obligations of the parties set forth in this Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their assigns and successors in interest. This Agreement shall continue in force until such a time as the pedestrian skyway system, as described in the agreement referred to in paragraph 5 of the recitations above or the part thereof covered by this Agreement, is abandoned or vacated in the manner permitted by law or until such time as the Degree of Honor Building, the Minnesota Title Building or the St. Paul Radisson Hotel is substantially destroyed or condemned; however, if any of the above buildings are rebuilt or restored following such event and the three buildings are thereby reconnected to the pedestrian skyway system, then this Agreement shall continue in full force and effect. Notwithstanding the foregoing, each of the parties hereto reserves the right to sell, convey or otherwise transfer its interest in the buildings herein described to any corporation, trust, individual, partnership or other form of venture. In such event, the party making such transfer shall be freed and relieved, from and after the date of such transfer, of all

liability as respects the performance of any obligations of such party under the terms of this Agreement thereafter to be performed, provided that the transferee of the interest in such building agrees in writing to assume all such obligations of the transferring party.

11. Amendment. This Agreement may be amended from time to time by written agreement executed by the parties hereto.

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

(a) If to Degree of Honor Protective Association, to:

Degree of Honor Protective Association
Degree of Honor Building
St. Paul, Minnesota 55101
Attention: National President

(b) If to Catherine Rosen, to:

Mr. Rohland Thomssen
Clapp-Thomssen
Commerce Building
St. Paul, Minnesota 55101

(c) If to St. Paul Joint Venture, to:

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

and

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

(d) If to Title Insurance Company of Minnesota, to:

Title Insurance Company of Minnesota
24 East Fourth Street
St. Paul, Minnesota 55101
Attention: Mr. Robert J. Seng

EXECUTED by the parties hereto as of the day and year
first above written.

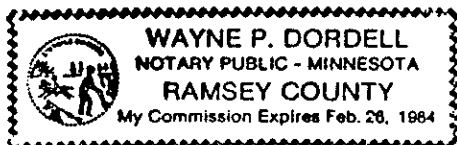
DEGREE OF HONOR PROTECTIVE
ASSOCIATION

By Mary C. Reddick
Its National President

By Wilma A. Williams
Its National Secretary-Treasurer

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this
21 day of January 1980, by Mary C. Reddick
and Wilma A. Williams, respectively the National
President and National Sec - Treas. of DEGREE OF
HONOR PROTECTIVE ASSOCIATION, a Minnesota fraternal benefit
association, on behalf of the association.



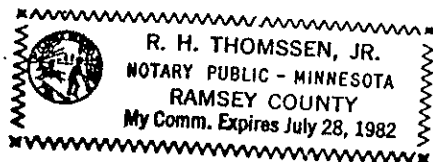
Wayne P. Dordell

Catharine Rosen
CATHARINE ROSEN

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this
22ND DAY OF JANUARY 1980 by CATHARINE ROSEN.

R. H. Thomssen, Jr.



ST. PAUL JOINT VENTURE

By: CAPITAL HOSPITALITY CORPORATION
a general partner

By John R. Heim
Its Vice President

By: SPH HOTEL COMPANY
a general partner

By Robert S. Davis
Its Vice President

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

The foregoing instrument was acknowledged before me this
24th day of January, 1980, by John R. Heim,
the Vice President of CAPITAL HOSPITALITY CORPORA-
TION, a Minnesota corporation, and _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this
24th day of January, 1980, by Robert S. Davis,
the Vice President of SPH HOTEL COMPANY, a Minne-
sota corporation, a general partner in ST. PAUL JOINT VENTURE,
a Minnesota partnership, on behalf of the partnership.

Barbara J. Klecker

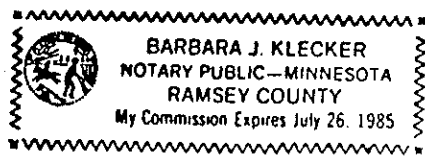


Exhibit "A"

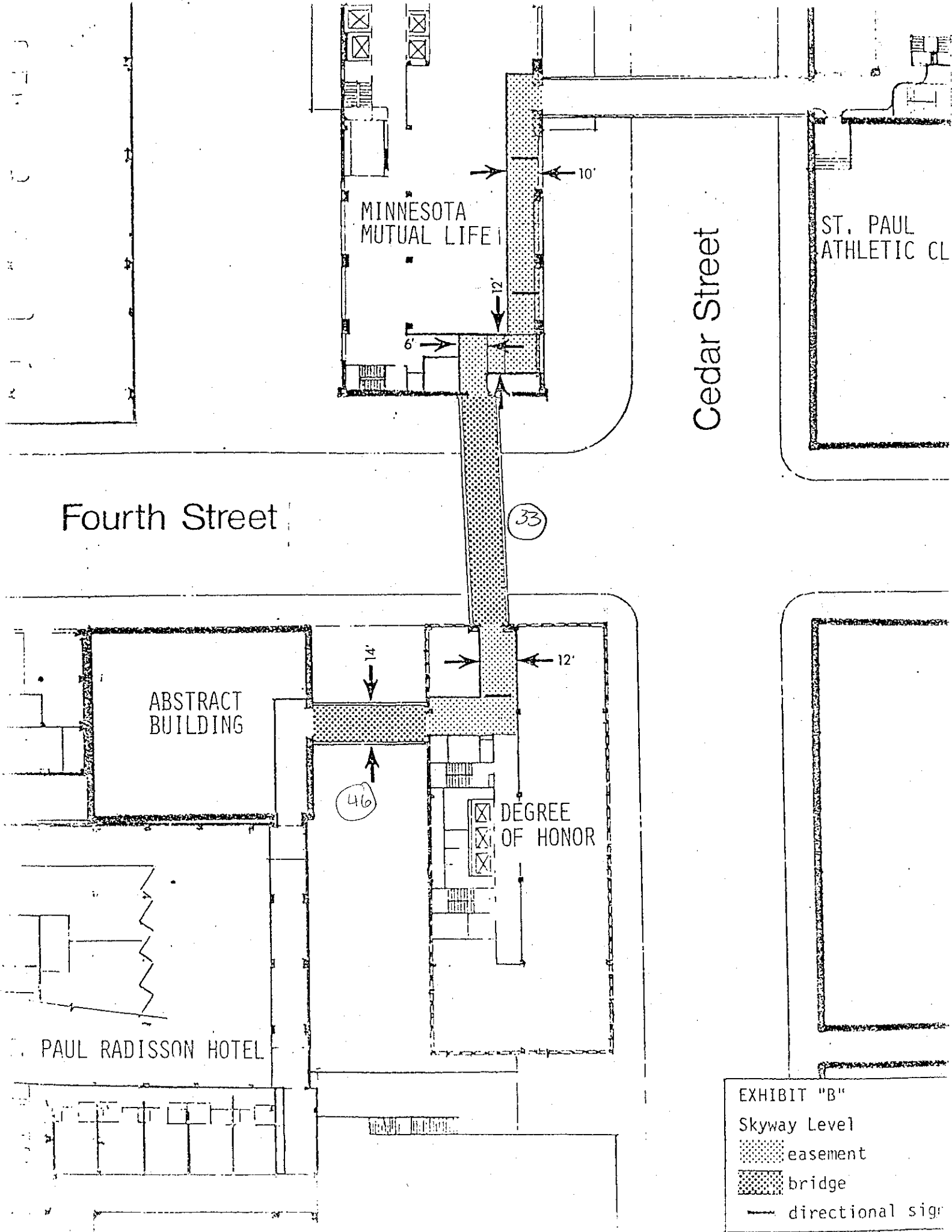
Degree of Honor Building Legal Description

Lots one (1), two (2) and three (3) and the Easterly Half of Lot four (4), Block 23, City of Saint Paul, also known as Original Town of St. Paul and St. Paul Proper; also that part of Lot 14, Block 23, City of Saint Paul, also known as Original Town of St. Paul and St. Paul Proper, described as follows: commencing at the Northeast corner of said Lot 14; thence Southwesterly on the Northwesterly line of said Lot 14 a distance of 44 feet; thence Southeasterly on a line parallel with the Northeasterly line of said Lot 14 a distance of 20.9 feet; thence Northeasterly on a line parallel with the Northwesterly line of said Lot 14 a distance of 44 feet to the Northeasterly line of said Lot 14; thence Northwesterly along the Northeasterly line of said Lot 14 a distance of 20.9 feet to the point of beginning, all according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

Exhibit "B"

Minnesota Title Building Legal Description

Commencing at the Northeast corner of Block twenty-three (23), St. Paul Proper, thence running Southwesterly along the Southerly line of Fourth Street one hundred nine and nine tenths (109.9) feet to the Easterly line of the West one-half (W1/2) of Lot four (4), Block twenty-three (23); the place of beginning of land to be described; thence Southeasterly along the Easterly line of the West one-half (1/2) of Lot four (4), sixty-six and eighty-six hundredths (66.86) feet to the center of the Southerly main wall of the Court Block which is also the Northerly main wall of the old Grand Opera House; thence Westerly along the center line of said wall seventy-four and ninety-nine hundredths (74.99) feet to the Westerly line of Lot five (5), in Block twenty-three (23); thence Northwesterly along the Westerly face of the Westerly wall of said Court Block sixty-six and ninety-one hundredths (66.91) feet to Fourth Street; thence Northeasterly along the Southerly line of Fourth Street seventy-five and one tenth (75.1) feet to the place of beginning, according to the plat thereof on file and of record in the office of the Register of Deeds in and for the County of Ramsey and State of Minnesota.



Fourth Street

Cedar Street

MINNESOTA
MUTUAL LIFE

ST. PAUL
ATHLETIC CL

ABSTRACT
BUILDING

DEGREE
OF HONOR

ST. PAUL RADISSON HOTEL

EXHIBIT "B"

Skyway Level

 easement

 bridge

 directional sign



CITY OF SAINT PAUL

Norm Coleman, Mayor

February 10, 1998

Mark Rancone
Degree of Honor Building Manager
Roseville Properties
2575 North Fairview Avenue - Suite 250
Roseville, Minnesota 55113

Subject: Skyway Agreement SK-21

Dear Mr. Rancone:

The Real Estate Division has recently assumed responsibility for administration of the City of Saint Paul's interests in the skyway system. The files we received contain copies of some, but not all, of the skyway agreements enumerating the rights and responsibilities of the City and the various building managers. To properly execute our responsibilities in this matter, it will be necessary to complete our files, and we are hoping to acquire copies of those agreements we lack.

Would you please check your files to see if you have copies of the following agreements:

Sk-21 over the auditorium roof connecting Degree of Honor Building and the Abstract Building.

and, if so, would you please send a photo-copy to the City of Saint Paul Real Estate Division at 140 City Hall, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102?

We appreciate any assistance you may offer.

Sincerely,

Earl Carlson
Real Estate Division

(Skyway.mgr)

48

Radisson Hotel

Honor

Free

Cam

SK21

Speaker

33

4th St SK20

ROSEVILLE PROPERTIES

MANAGEMENT COMPANY

RECEIVED
FEB 19 1998
REAL ESTATE DIVISION

February 17, 1998

City of Saint Paul Real Estate Division
140 City Hall
15 West Kellogg Boulevard
St. Paul, MN 55102

Attn: Earl Carlson

Subject: Skyway Agreement SK-21

Dear Mr. Carlson,

Enclosed, please find a photo-copy of the Sk-21 over the auditorium roof connecting the Degree of Honor Building and the Abstract Building agreements that you requested.

If you need any further assistance, please contact Mark Rancone at 633-6312.

Sincerely,



Jessica Blanski
Administrative Assistant



CITY OF SAINT PAUL

Norm Coleman, Mayor

February 10, 1998

Mark Rancone
Degree of Honor Building Manager
Roseville Properties
2575 North Fairview Avenue - Suite 250
Roseville, Minnesota 55113

Subject: Skyway Agreement SK-21

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We appreciate any assistance you may offer.

Sincerely,

Earl Carlson
Real Estate Division

(Skyway.mgr)

HANSEN, DORDELL & BRADT
ATTORNEYS AT LAW

January 31, 1980

HORACE R. HANSEN
WAYNE P. DORDELL
GENE P. BRADT
DAVID J. ODLAUG
WILLIAM M. BRADT
DARRELL M. HART
J. MARK CATRON
MARK M. SUBY

600 DEGREE OF HONOR BUILDING
FOURTH & CEDAR STREETS
SAINT PAUL, MINNESOTA 55101
TELEPHONE 612/227-8056

MEMO TO: Ms. Mary Reddick
Degree of Honor Protective Association

RE: Skyway Construction

Enclosed find executed copies of the Skyway Bridge and Concourse Agreement and the Bridge and Concourse Maintenance Agreement for the bridge to be built between the Degree of Honor Building and the Radisson Hotel.

WPD:ml
enclosures

Wayne P. Dordell
Wayne P. Dordell

Important
message

12/9/06

For Hanon
From Tan @ Crown Pt Hotel
Time 8:30 Date 12/7/06
Phone 605-2157

☐ URGENT!

Message

SK 21

Phil China 228-6234

*C028 ->

FAX-651-625-0188



AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 1985, by and between DEGREE OF HONOR PROTECTIVE ASSOCIATION, ("Seller"), and COR PARTNERSHIP, ("Buyer").

WHEREAS, on January 9, 1980, Seller and CATHERINE ROSEN, ST. PAUL JOINT VENTURE, TITLE INSURANCE COMPANY OF MINNESOTA, and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA entered into an Agreement pertaining to the building called DEGREE OF HONOR BUILDING and located at 325 Cedar Street, St. Paul, Minnesota; and

WHEREAS, Buyer is purchasing the aforementioned building which is owned by Seller; and

WHEREAS, Seller and Buyer intend that in connection with the sale of said building to Buyer, that Buyer shall succeed to the rights and assume the obligations of Seller under the said Agreement;

NOW, THEREFORE, it is hereby agreed between the parties hereto as follows:

1. Seller shall and hereby does assign to Buyer all of its rights in and under said Agreement.
2. As of October 10, 1985, Buyer shall and hereby does fully and without limitation assume all duties, responsibilities and covenants of Seller under said Agreement.
3. The agreement of Buyer shall be binding on the successors and assigns of Buyer and by acceptance of this Agreement, Buyer agrees to hold Seller harmless from any and all claims, demands, costs or damages in connection with all terms, conditions, covenants and agreements of said Agreement which Buyer herein agrees to perform.

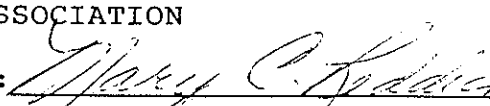
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

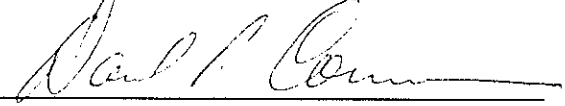
SELLER

BUYER

DEGREE OF HONOR PROTECTIVE
ASSOCIATION

COR PARTNERSHIP

By: 

By: 

Its: National President

Its: A General Partner

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of January, 1988, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA", CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City", DEGREE OF HONOR PROTECTIVE ASSOCIATION, Minnesota fraternal benefit association, hereinafter referred to as "Degree", CATHERINE ROSEN, a single person, owner of the Minnesota Title Building at 24 East Fourth Street, Saint Paul, Minnesota, hereinafter respectively "Rosen" and "Minnesota Title Building", ST. PAUL JOINT VENTURE, a Minnesota partnership consisting of Capital Hospitality Corporation, a Minnesota corporation, as a general partner, and SPH Hotel Company, a Minnesota corporation, as a general partner, hereinafter referred to as "Venture", whose premises, i.e., the St. Paul Radisson Hotel, is hereinafter referred to as "Hotel", and TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation, formerly St. Paul Abstract and Title Guaranty Company, hereinafter referred to as "Minnesota Title".

WITNESSETH:

WHEREAS, the City and HRA, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system, hereinafter "the System", within the Downtown Central Business District; and

WHEREAS, the City, pursuant to Chapter 764, Laws of Minnesota 1973, is authorized to operate the System; and

WHEREAS, all parties hereto are desirous of access to the System; and

WHEREAS, remodeling of the Degree of Honor Building, the Minnesota Title Building, and the Hotel are necessary in order to accommodate the System; and

WHEREAS, substantial public monies have been expended for the continuation and expansion of the System; and

WHEREAS, substantial public monies will be expended for the design and remodeling of areas within the aforementioned buildings; and

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

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

BRIDGE CONSTRUCTION

1. The HRA agrees to design, construct and pay for a skyway bridge over the Degree of Honor Building's auditorium connecting the Degree of Honor Building to the Minnesota Title Building in accordance with HRA and City approved plans and specifications for the skyway bridge and pedestrian concourses herein prepared for HRA by Hammel, Green and Abrahamson, dated October 12, 1979, also known as Bid No. A8398-S, and reviewed by all parties hereto. Said bridge shall include support structures, related equipment for heating, ventilating, air conditioning ("HVAC") and lighting tied into the systems of abutting buildings, glass doors at the Degree end of the skyway bridge, fire doors at the Minnesota Title Building end, finishing at both bridge ends, and insulated glass to the extent glass is used to enclose said skyway bridge. The HVAC facilities within the skyway bridge shall be tied into a HVAC unit placed on the Minnesota Title Building. This HVAC unit shall be tied into a steam source within the Hotel. The HVAC electrical system and bridge lighting system shall be tied into the electrical system of Degree. HRA will accomplish and pay for any mechanical system and electrical system installations and connections as are contained in the approved plans and specifications and which are shown as part of the HRA construction contract. The bridge roof drainage system shall be via scuppers onto the auditorium roof below.

2. HRA will include a provision in its contract for the construction of the skyway bridge and pedestrian concourses whereby the contractor consents to the assignment of warranties as to the skyway bridge to the owners of abutting buildings and to Venture and Rosen, and as to the pedestrian concourses in the Minnesota Title Building and Hotel to Venture, and as to the pedestrian concourse in Degree to Degree, and HRA shall assign such warranties to them upon approved completion, without relinquishing its own rights under such warranties, and, if necessary,

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

CONCOURSE CONSTRUCTION AND COST RESPONSIBILITIES

3. Except for the remodeling and construction which the HRA has agreed to perform either herein or in that certain Skyway Agreement by and among HRA, City, Degree and Minnesota Mutual Life Insurance Company (MML) concerning the skyway bridge over East Fourth Street between Cedar and Wabasha Streets, and its adjacent concourse, all building owners agree to undertake any alterations or remodeling at their own expense within the private areas of their own buildings; however, HRA agrees to provide such other improvements, alterations or repairs at its expense within the Degree Building which may be necessary and proper to complete the bridge and concourse within the Degree Building itself, including restoration of any elements necessarily disturbed as a result of such bridge and concourse construction in the Degree Building.

4. In accordance with the aforementioned plans, HRA will construct a pedestrian concourse extending through Degree, which connects the skyway bridge over the auditorium with the skyway bridge over Fourth Street. As to cost responsibility for this pedestrian concourse, HRA will pay for all system elements as noted in the said plans with the exception that Degree will pay one-half the costs for new partition walls and the full cost for the wall sheathing and its final finish (painting, wall covering, etc.) on that portion of the partition facing private areas.

5. In accordance with the aforementioned plans, HRA will construct a pedestrian concourse, extending through the Minnesota Title Building, which connects the new pedestrian concourse in Hotel with the skyway bridge over the auditorium roof. As to cost responsibility for this pedestrian concourse, the HRA will pay for all System elements as noted in the said plans with the exception that Minnesota Title will pay for painting, wall covering and finishing partition wall surfaces facing its private area(s).

6. In accordance with the aforementioned plans, the HRA will construct a pedestrian concourse extending through the ramp, which connects the Hotel with the new pedestrian concourse in the Minnesota Title Building. As to cost responsibility for this pedestrian concourse, HRA will pay for all System elements as noted in the said plans, with the exception that Venture will pay the full cost of the finish (paint, wall covering, etc.) on that wall surface facing the parking ramp.

7. All parties in accordance with their respective responsibilities hereunder agree that in the construction, maintenance, repair and operation of the skyway bridge and pedestrian concourses designated herein, they shall be bound by all City codes and ordinances governing or relating to the System insofar as applicable.

8. Minnesota Title agrees that the smoke/fire detection system existing on its premises shall be extended, at its expense, to include sensors to be located in that portion of the pedestrian concourse located on its premises.

EASEMENTS

9. Upon completion of construction and furnishing to the building owners an architect's certificate certifying substantial completion in accordance with the plans and specifications of the construction involved, all property owners shall grant to the City without further consideration a public easement for the System through their respective buildings and/or over their respective properties in the precise form attached hereto as Exhibits A-1 through A-3, respectively. The physical description contained in each easement shall be in accordance with the aforesaid plans relating to the respective buildings and with the general configuration and dimensions described in Exhibit B. In addition, the physical description of that portion of the easement to be granted by Venture in the Hotel extending from the second floor pedestrian concourse in the Hotel to and over the escalators and out to the Kellogg Boulevard sidewalk shall be as described in Exhibit B attached hereto. It is understood that the easement areas represented in Exhibit B shall, upon completion, extend from existing floor to existing ceiling. The detailed description of all easements to be granted by all building owners shall be furnished by HRA after completion of construction

and after survey by a registered land surveyor to be furnished and paid for by HRA. The pedestrian concourse and skyway bridge herein concerned shall be open at least from 7:00 a.m. to 1:30 a.m., Monday through Saturday, including until 1:30 a.m., Sunday mornings, and at the option of Venture, for designated hours on Sundays between the hours of 7:00 a.m. and 1:30 a.m., on two weeks prior written notice by Venture to City, Degree, Rosen and Minnesota Title. Nothing herein shall prohibit Degree and Rosen from securing their buildings so as to prohibit access to the private areas of their buildings from the System or otherwise after normal building hours, all as may be determined by Degree and Rosen in their sole discretion. HRA and City warrant and represent there are no applicable statutes, codes, ordinances or regulations requiring ingress to or egress from the System which would prohibit Degree and Rosen from securing the private areas of their buildings outside normal building hours.

10. The easement through the Degree Building as shown on Exhibit B shall commence at the northerly property line of the Degree Building where the skyway bridge from the MML Building penetrates the Degree property and extend southerly and westerly through the building, across and over the Degree Building's auditorium, terminating at the bridge opening on the property line between Degree and Minnesota Title, and as to that portion across and above said auditorium, shall be approximately 14 feet in width and 14 feet in height, said air rights easements to be described with more particularity after survey of the completed struture by a registered land surveyor, at HRA expense. Degree shall permit pedestrians who use or intend to use the skyway system a right of access to and from the second level pedestrian concourse in the Degree Building via a stairway and/or elevators leading from the second floor corridor adjacent to said pedestrian concourse down to the building lobby, thence through the lobby and out the front doors to the Cedar Street sidewalk.

Such right of access shall be subject to the following terms and conditions:

1. Such access shall be for the purposes of pedestrian ingress, egress and transit only.

2. Any pedestrian using such access shall be subject to such reasonable rules and regulations as Degree in its sole discretion may impose, including but not limited to, the conduct of any pedestrian, the specific route of such access, reasonable precautions for security purposes, and otherwise. Such rules and regulations (a) need not be published nor displayed, and (b) may be promulgated and/or uniformly enforced as the occasion arises.
3. Such right of access shall be limited to normal building hours which Degree may determine in its sole discretion.
4. Nothing contained herein shall be construed to grant any rights to the public nor shall such right of access be determined as a public right of way or easement.
5. Use of said elevators shall be available in accordance herewith for use of the handicapped.

11. All parties agree that the pedestrian concourse shall be designated as public easements and all City ordinances and codes applicable to the System shall govern.

12. In the event said easements are relocated, vacated or terminated under the circumstances stated in the Grants of Easement attached hereto as Exhibits A-1 through A-3, respectively, City shall furnish a release thereof without cost to the respective property owner, its successors or assigns.

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

14. It is agreed by and between the parties hereto that the skyway bridge shall at all times be owned by the City and/or HRA, and said bridge shall not constitute property leased, loaned, or otherwise made available to second parties; or any one of them (within the meaning of Chapter 272.01 (2) of Minnesota Statutes), it being understood that said bridge is intended to benefit the public generally. It is agreed that if the System or the entire portion of the System referred to in this Agreement be vacated, abandoned or discontinued in the manner permitted by law, then the skyway bridge shall become the property of Degree, and the City agrees in such event to execute any instruments of conveyance which may be necessary to quit claim its interests at that time. The parties, their successors and assigns, hereto grant to Degree, its successors or assigns, reasonable access to their properties so as to permit Degree to repair, maintain or remove the skyway bridge on such occurrence.

OPERATION AND MAINTENANCE

15. Venture shall maintain and operate the HVAC facilities in and serving the skyway bridge over the Degree auditorium and shall pay for heating and ventilating costs at its sole cost and expense, and shall keep the bridge reasonably clean and free of litter; Degree shall maintain and operate the electrical facilities in and serving the skyway bridge, and shall pay for electrical power consumed at its sole cost and expense. Venture, Rosen and Minnesota Title represent and warrant they will make no change in the HVAC facilities as shown in said plans and specifications which will increase the electrical cost to Degree. Nothing herein shall prohibit Degree, Venture, Rosen and Minnesota Title from amending their separate maintenance agreement so long as all obligations as to operation, repair and maintenance of the skyway bridge, its related equipment and integral parts referred to herein, shall be performed hereunder.

16. Venture agrees to provide the necessary repairs and maintenance of the skyway bridge and its integral parts at its sole expense, without cost to City or Degree. Such maintenance shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement, roof maintenance, repainting, light bulb replacement and light fixture cleaning.

17. Degree, Rosen and Venture have contemporaneously herewith entered into a separate written agreement for sharing the maintenance, operating and repair costs of said skyway bridge and its related equipment and integral parts as aforesaid. The HRA and City shall be furnished with plans and specifications for all additions, alterations, or for major repairs or replacements to the skyway bridge and pedestrian concourses, which plans and specifications shall be subject to their reasonable and timely approval before commencement of the work contemplated therein. Lack of approval or disapproval shall be deemed approval 14 days after submission thereof.

18. All maintenance, operation and repair costs of the pedestrian concourses through the Rosen and Hotel properties shall be the responsibility of Venture. All maintenance, operation and repair costs of the pedestrian concourse on, over, or through the Degree property, shall be the responsibility of Degree.

19. Venture and Degree, their successors in interest and assigns, in accordance with their foregoing separate responsibilities, hereby agree to maintain the skyway bridge and the pedestrian concourses at a reasonable standard of safety and cleanliness.

20. If Degree and Venture fail to adequately maintain, repair and operate the skyway bridge, its related equipment and integral parts, and pedestrian concourses in accordance with their foregoing separate responsibilities, to a reasonable standard of safety and cleanliness, or shall fail to undertake maintenance, operation or repair of the stated portions of the skyway bridge, its related equipment and integral parts, and pedestrian concourses, within 30 days after receipt of written demand by the City, the City may undertake the necessary maintenance, repair and operating tasks required, and the costs for said maintenance, repair and operating expenses shall be assessed to and paid forthwith by the defaulting parties or their sureties; provided, however, that the City retains the right to assess such costs against the property owners as a local improvement in the manner provided by law.

SURETY BONDS AND INSURANCE

21. Venture shall furnish and maintain a surety bond in the amount of \$50,000.00 for the skyway bridge herein to and in favor of the City of Saint Paul, as obligee, conditioned that Venture shall forever indemnify and hold harmless the City against all expense and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation and/or repair of the skyway bridge, its related equipment and integral parts; and further conditioned upon Venture complying with all terms and conditions as to operation, maintenance and repair expressly contained in this Agreement, which surety bond shall be in such form as shall be reasonably approved by the Director of Finance and Management Services for the City. The HRA shall also procure from the general contractor, documentation evidencing that the general contractor is maintaining, throughout the entire period of construction and erection of the skyway bridge and pedestrian concourses such insurance as is set forth in the plans and specifications described in paragraph 1. herein, naming the abutting property owners to the skyway bridge and the

property owners of buildings in which the concourses are located as additional insureds as required by said plans and specifications--specifically, Section 4 of the General Conditions and Section 6 of the Special Conditions thereof, copies of which are attached hereto as Exhibits C-1 and C-2, respectively.

22. Insurance required hereunder for hazard and liability for the skyway bridge shall be procured by and be a maintenance cost to be assumed by Venture, in accordance with the separate agreement for the sharing of skyway bridge operation, maintenance and repair costs that Degree, Rosen and Venture have entered into as herein provided.

23. Insurance required hereunder for hazard and liability for the pedestrian concourses shall be a maintenance cost to be assumed by the respective building owners.

24. All building owners shall furnish and maintain, or arrange to have furnished and maintained in their behalf, pursuant to their respective responsibilities as set forth above, public liability and casualty insurance coverage for the skyway bridge and pedestrian concourse and easement areas with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds, said insurance containing the following minimum coverages: for personal injuries, including death, \$500,000.00 for each occurrence; for property damage to the extent of \$200,000.00 in any single accident, indemnifying City and HRA against liability on account of all claims for injury to persons and/or property arising from or connected with the condition, maintenance, repair and operation of the skyway bridge and pedestrian concourses herein. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the bridge. Such minimum amounts shall be subject to reasonable change upon 60 days notice by official action of the Council of the City of Saint Paul, from time to time, in the event that statutory municipal liability limitations are altered.

SKYWAY DIRECTIONAL SIGNS

25. The location of directional or other signs that may be installed in the System in the aforesaid buildings shall be determined jointly by the HRA and the respective building owner. The initial cost of purchase of these signs shall be borne by the HRA. The costs of installation,

operating, maintaining and repairing the signs shall be borne by Venture as to the Minnesota Title Building and Hotel concourses. As to the Degree concourse, Degree shall bear such expense. If the location of the easement is changed, the signs shall be removed accordingly, and the cost of moving and re-installing signs to a new easement area shall be borne by the respective property owners requesting or participating in the change. If the sign moving requires a change in the sign face, this shall be done at the respective requesting property owner's expense and consistent with the graphic design system established for skyway signs.

26. The skyway bridge and concourse areas which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business, or for any other commercial purpose, other than on business entries or store fronts, but such store front signs and entries shall not project out from the wall surface; provided, however, nothing herein contained shall prevent the installation and maintenance of the aforementioned directional signs identifying the building names.

BINDING OBLIGATIONS

27. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties and their successors in interest and assigns, and shall continue in force as to the entire portion of the System dealt with herein until such time as the System or the part thereof covered by this Agreement is vacated and abandoned in the manner permitted by law, or terminated, in accordance with the Grant of Easement.

28. It is understood that this Agreement does not govern the relationships and agreements by and among Degree, Venture and Rosen themselves to each other, other than the requirements of paragraph 14. and 19. above.

29. Minnesota Title hereby, as Lessee of the Minnesota Title Building, agrees to subordination of its Lease to all the terms and conditions hereof as respects the Minnesota Title Building and the covenants herein of Rosen, insofar as same affect and/or encumber, or will encumber, the real estate which is the subject of that certain lease now in effect between Minnesota Title, as Lessee, and Catherine Rosen, as Lessor.

30. The parties hereto herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein, or interest therein, and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of property owner's said interest, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands all
as of the day and year first above written.

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

By Joanne Showalter
its

By Lucy M. Maher
its

APPROVED AS TO FORM

Richard H. Zehring

CITY OF SAINT PAUL

By George Latane
Mayor

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

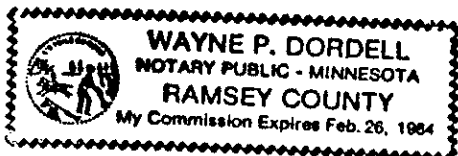
By [Signature]
Director, Department of Finance
and Management Services

By [Signature]
City Clerk

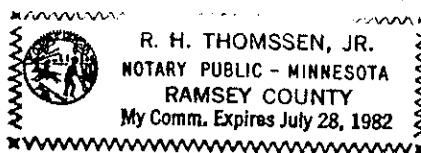
DEGREE OF HONOR PROTECTIVE ASSOCIATION

By Mary C. Reddick
Its National PresidentBy Wilma A. Williams
Its National Secretary-TreasurerCatharine Rosen
CATHARINE ROSENSTATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 21 day of January, 19 80, before me, a Notary Public within and for said County, appeared Mary C. Reddick and Wilma A. Williams, to me personally known, who, being each by me duly sworn, did say that they are respectively the Natl. Pres. and Natl. Sec.-Treas. of DEGREE OF HONOR PROTECTIVE ASSOCIATION, a Minnesota fraternal benefit association, that said instrument was signed by authority of its Board of Directors, and said Mary C. Reddick and Wilma A. Williams acknowledged said instrument to be the free act and deed of said association.

Wayne P. DordellSTATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 22ND day of JANUARY, 1980, before me, a Notary Public within and for said County, appeared CATHARINE ROSEN, a single person, to me known to be the person who executed the foregoing instrument as her free act and deed.

R. H. Thomssen, Jr.

ST. PAUL JOINT VENTURE

By: CAPITAL HOSPITALITY CORPORATION
a general partner

By John R. Heim
Its Vice President

By: SPH HOTEL COMPANY
a general partner

By Robert S. Davis
Its Vice President

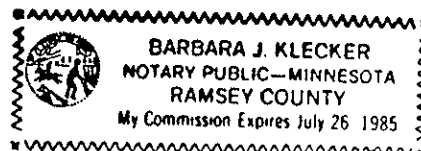
STATE OF MINNESOTA)
 Hennepin) SS.
COUNTY OF RAMSEY)

On this 24th day of January, 1980, before me, a Notary Public within and for said County, appeared John R. Heim, the Vice President of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, and Robert S. Davis, the Vice President of SPH HOTEL COMPANY, a Minnesota corporation, each a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, that said instrument was signed by authority of their Board of Directors, and they acknowledged that said instrument was the free act and deed of said corporations.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of January 1980, by Robert S. Davis, the Vice President of SPH HOTEL COMPANY, a Minnesota corporation, a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, on behalf of the partnership.

Barbara J. Klecker



14a.

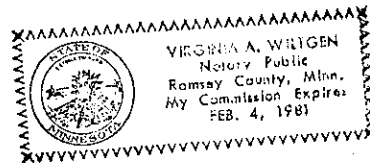
TITLE INSURANCE COMPANY OF MINNESOTA

By Richard L. Matheson
Its VICE PRESIDENT

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

The foregoing instrument was acknowledged before me this
23rd day of January, 1980, by RICHARD L. MATHESON,
the VICE PRESIDENT of TITLE INSURANCE COMPANY OF MINNESOTA, a
Minnesota corporation, on behalf of the corporation.

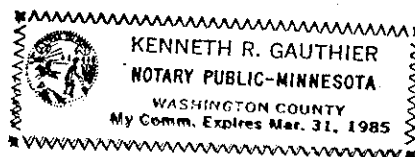
Virginia A. Wirtgen



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

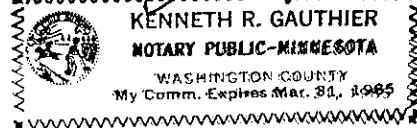
On this 9 day of January, 1980, before me, a Notary Public within and for said County, appeared Josanne Showalter and George McMahon, to me personally known, who, being each by me duly sworn, did say that they are respectively the Chairman and Secretary of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, that said instrument was signed by authority of its Board of Commissioners, and said Josanne Showalter and George McMahon acknowledged that said instrument was the free act and deed of said corporation.

Kenneth R. Gauthier



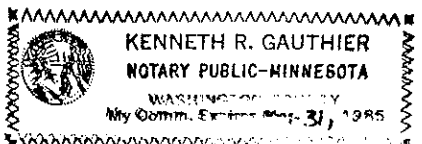
STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 9th day of January, 1980 by GEORGE LATIMER, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



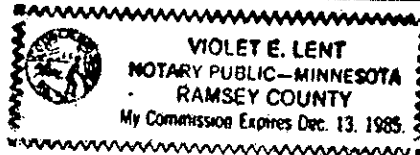
STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 8th day of January, 1980 by GARY E. STOUT, Director of the Department of Planning and Economic Development for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



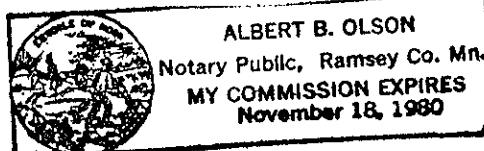
STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 9 day of January, 1980, by BERNARD J. CARLSON, Director of the Department of Finance and Economic Development for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



STATE OF MINNESOTA)
) SS.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 9th day of January, 1980, by ROSE MIX, City Clerk for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



GRANT OF EASEMENT

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

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantor, Catherine Rosen, Degree of Honor Protective Association, and Title Insurance Company of Minnesota, to grant to the City of Saint Paul, a public easement for purposes of pedestrian ingress, egress and transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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

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

The easement area is expressly herein made subject to such reasonable policy measures regarding open hours and closing any part or all of the easement area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul, by ordinance, from time to time may determine.

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

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

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

- A. In the event any easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor shall be responsible for and provide for the cost of all repairs, improvements and replacements of the easement area as described herein, it being understood that the aforesaid covenant shall run with the land.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this ____ day of _____, 19__.

3.

ST. PAUL JOINT VENTURE,
a Minnesota partnership

Capital Hospitality Corporation,
general partner

By _____
Its

SPH Hotel Company,
general partner

By _____
Its

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____, the _____ of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, and _____, the _____ of SPH HOTEL COMPANY, a Minnesota corporation, each a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, that said instrument was signed by authority of their Board of Directors, and they acknowledged that said instrument was the free act and deed of said corporation.

THIS INSTRUMENT WAS DRAFTED BY:

GRANT OF EASEMENT

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

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantor, St. Paul Joint Venture, Degree of Honor Protective Association and Title Insurance Company of Minnesota, to grant to the City of Saint Paul, a public easement for purposes of ingress, egress and pedestrian transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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

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

The easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

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

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

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, her successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, her successors or assigns.

Grantor, for herself, her heirs, administrators, executors, successors and assigns, does hereby agree that for and during the life of said easement, Grantor or her designee, by separate agreement, shall be responsible for and provide for the cost of all repairs, improvements and replacements of the easement area as described herein, it being understood that the afore-said covenant shall run with the land.

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

3.

IN WITNESS HEREOF, Grantor has hereunder set her hand this
____ day of _____, 19____.

CATHERINE ROSEN

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a
Notary Public within and for said County, appeared CATHERINE ROSEN,
a single person, to me known to be the person who executed the fore-
going instrument as her free act and deed.

THIS INSTRUMENT WAS DRAFTED BY:

GRANT OF EASEMENT

WHEREAS, DEGREE OF HONOR PROTECTIVE ASSOCIATION, a Minnesota fraternal benefit association, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit 1 attached hereto, hereinafter called Grantor's "Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____ by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantor, Catherine Rosen, St. Paul Joint Venture and Title Insurance Company of Minnesota, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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

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

The easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine.

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

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

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

- A. In the event any easement granted herein is vacated, abandoned or discontinued in the manner permitted by law.
- B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor shall be responsible for and provide for the cost of all repairs, improvements and replacements of the easement area as described herein, it being understood that the aforesaid covenant shall run with the land.

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

3.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this

_____ day of _____, 19____.

(S E A L)

DEGREE OF HONOR PROTECTIVE ASSOCIATION

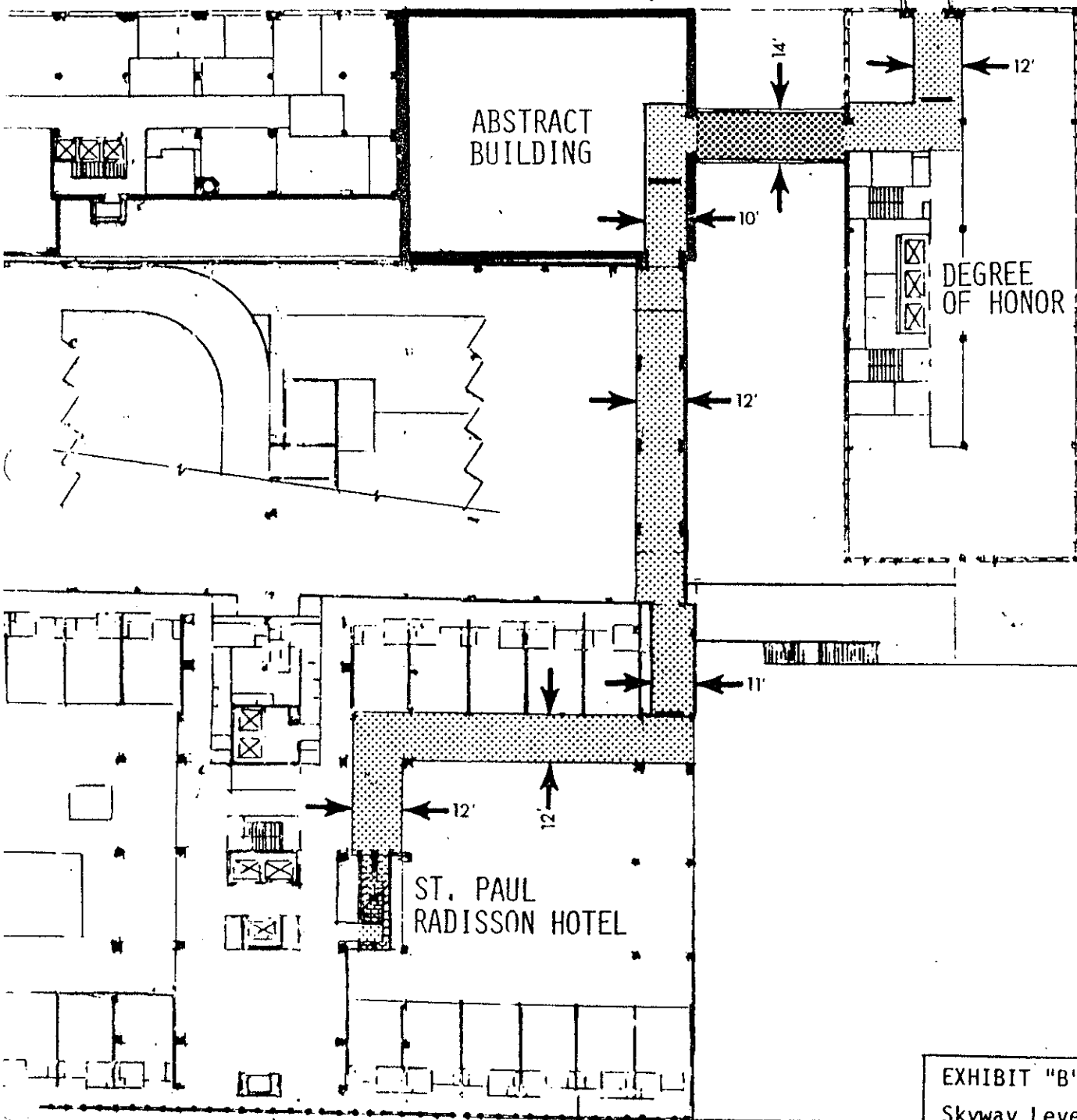
By _____
Its

By _____
Its

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____ of the DEGREE OF HONOR PROTECTIVE ASSOCIATION, the association named in the foregoing instrument, that said instrument was signed and sealed by authority of its Board of Directors, and said _____ and _____ acknowledged said instrument was the free act and deed of said association.

Fourth Street



Cedar Street

Kellogg Boulevard

EXHIBIT "B"

Skyway Level

 easement

 bridge

 directional sign

Fourth Street

ABSTRACT
BUILDING

DEGREE OF HONOR

Cedar Street

ST. PAUL RADISSON HOTEL

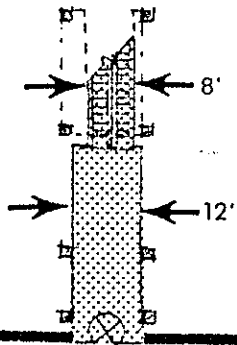


EXHIBIT "B"
Street Level
easement

Kellogg Boulevard

6 INSURANCE

Modify Section 4 of the General Conditions, as follows:

- a. Insert the following after City:

"and Hammel, Green and Abrahamson, Inc."

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

- c. Paragraph C:,

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

- d. Add the following after paragraph D:

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

4. INSURANCE

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

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