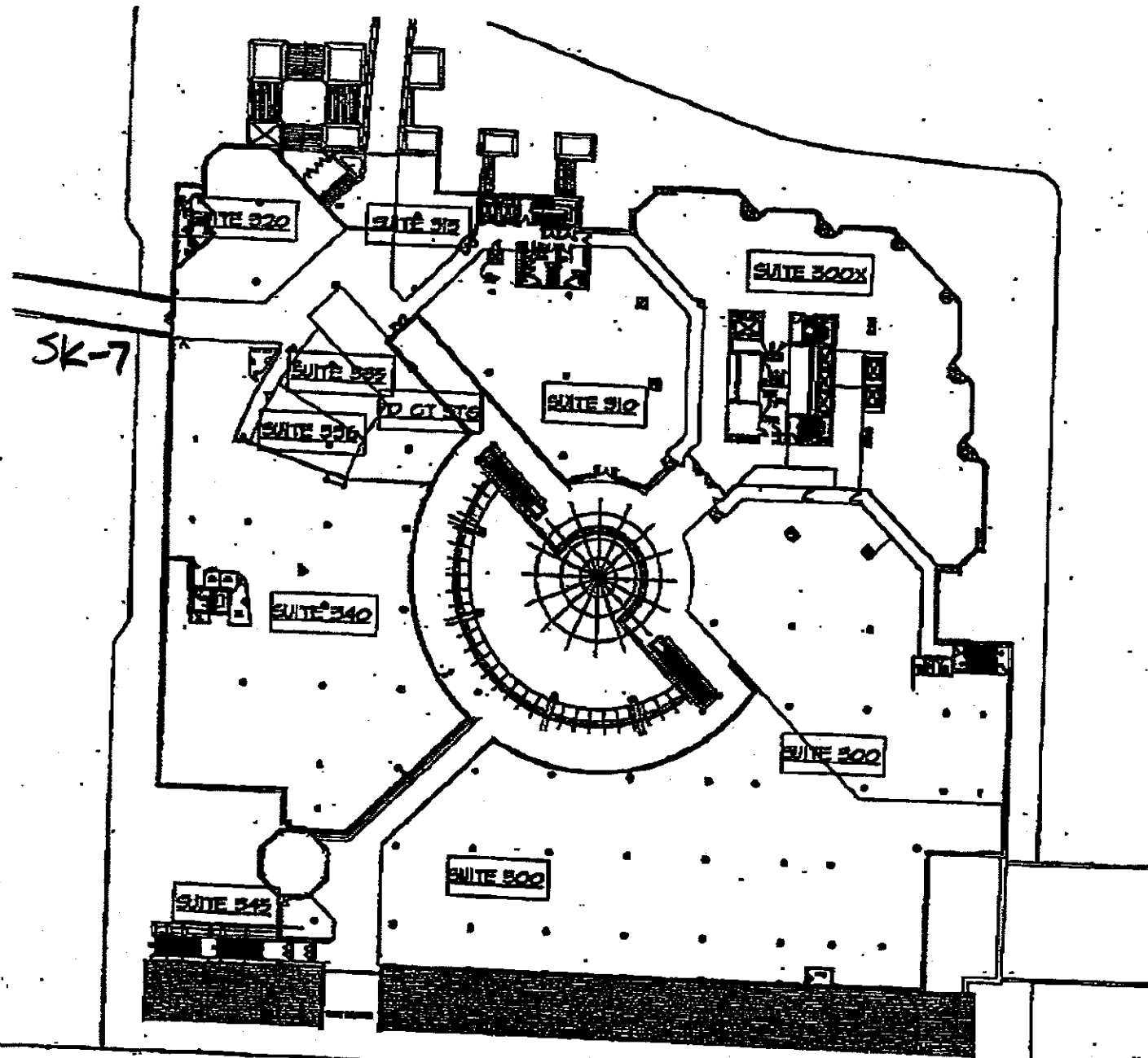




WORLD TRADE CENTER
ATRIUM THIRD FLOOR

COMPOSITE LEASE PLAN

Scale: NOT TO SCALE - DO NOT MEASURE



Skidmore, Merrill & Partners

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
DATED SEPTEMBER 13, 1984

WORLD TRADE CENTER

THIS FIRST AMENDMENT TO AGREEMENT (the First Amendment) to the Development Agreement dated September 13, 1984, is made and entered into this 01 day of August, 2002, by and between Zeller World Trade, L.L.C., a limited liability company (Zeller World Trade), successor in interest to Oxford Development, Inc., a Minnesota corporation and Marshall Field's, a division of Target Corporation (Field's) formerly know as Dayton-Hudson Corporation, a Minnesota corporation.

WITNESSETH:

WHEREAS, Zeller World Trade and Field's desire to enter into Agreements relating to shared interest in real property bounded by Wabasha Street, East Seventh Place, Cedar and East Sixth in the City of St. Paul, and

WHEREAS, Zeller World Trade and Field's propose to enter into this Amendment relating to internal floor plans, entry-ways and common walls; and

WHEREAS, Zeller World Trade and Field's desire to enter into this Amendment relating maintenance agreements for the Cedar Street escalator; and

WHEREAS, Zeller World Trade and Field's agree to the following relating to the accommodation of the redevelopment plans of both parties.

NOW, THEREFORE, BE IT RESOLVED, the parties hereto agree as follows:

1. Concourse Floor Plans. Zeller World Trade and Field's agree to the revised concourse plans for Floors 1, 2 and 3 as depicted in the attached Exhibits A-1, A-2 and A-3.
2. First Floor Connection. Zeller World Trade and Field's agree to the closure of the first floor west connection between Zeller World Trade and Field's. Zeller World Trade agrees to install a properly rated enclosure wall at its expense per Exhibit B. The closure work will be completed during Spring 2001 and shall be coordinated with Target. The existing exit way from the Marshall Field's Store Stair No. 7, which serves the Marshall Field's Department Store, and Stair No. 8, which serves the Marshall Field's Parking Ramp, into the World Trade exit corridor shall remain intact.

3. Operation and Consent. Zeller World Trade and Field's agree to amend Section IV-b of the Agreement to provide Zeller World Trade the right to lease space within the 100 lineal feet of the Marshall's store to tenants for general office use purposes without any required approval from Fields and in addition to the uses permitted under Section IV-b of the Agreement.
4. Maintenance Agreement for Escalator. Zeller World Trade and Field's agree that Field's is responsible to maintain the Cedar Street escalators as identified on Exhibit A-2. Both parties further agree that Zeller World Trade will reimburse Field's for 50% of all cost for maintenance contract on the Cedar Street escalators. Field's shall provide Zeller World Trade evidence of actual costs and invoice Zeller World Trade for it's share no more frequently than four times per year.
5. Notice Addresses. Notice addresses for all purposes under the Agreement, as amended hereby, are hereby changed to:

Marshall Field's, a division of Target Corporation
Target Property Development
1000 Nicollet Mall
Minneapolis, MN 55403
Attn: Property Administration

Zeller World Trade, L.L.C.
C/o Zeller Management Corporation
30 East Seventh Street, Suite 110
St. Paul, MN 55101

Zeller World Trade, L.L.C.
C/o Zeller Realty Corporation
401 N. Michigan Ave. Suite 250
Chicago, IL 60611

6. Ratification. As it is specified herein, parties agree to ratify and affirm the terms of the Agreement dated September 13, 1984. Each of the parties represents and warrants that it has the full capacity, right, power, and authority to execute, deliver, and perform this Amendment, and all required actions, consents and approvals therefore have been duly taken and obtained. Furthermore, each of the parties represents and warrants that upon full execution of this amendment, the Agreement as amended by this Amendment shall be binding on all parties with any interest in their respective properties, including the holder of any mortgage's interest.

7. **Binding Effect.** This First Amendment amends and supplements the Agreement dated September 13, 1984. If there is a conflict between the provisions of these agreements, the provisions of the First Amendment shall control. This First Amendment shall be binding upon and inure to the benefit of the parties hereto.
8. **No Third Party Beneficiary.** The provisions of this Amendment and the Agreement are for the exclusive benefit of the parties and not for the benefit of any third person; this Amendment and the Agreement do not confer any rights express or implied, upon any such third person; and there are no "third party beneficiaries" to this Amendment or the Agreement.
9. **Entire Agreement.** This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

ZELLER-WORLD TRADE, L.L.C.
By: ZELLER-WTC, L.L.C., its Manager

By: *Paul M Zelle*
Its: President
9.3.02
Date



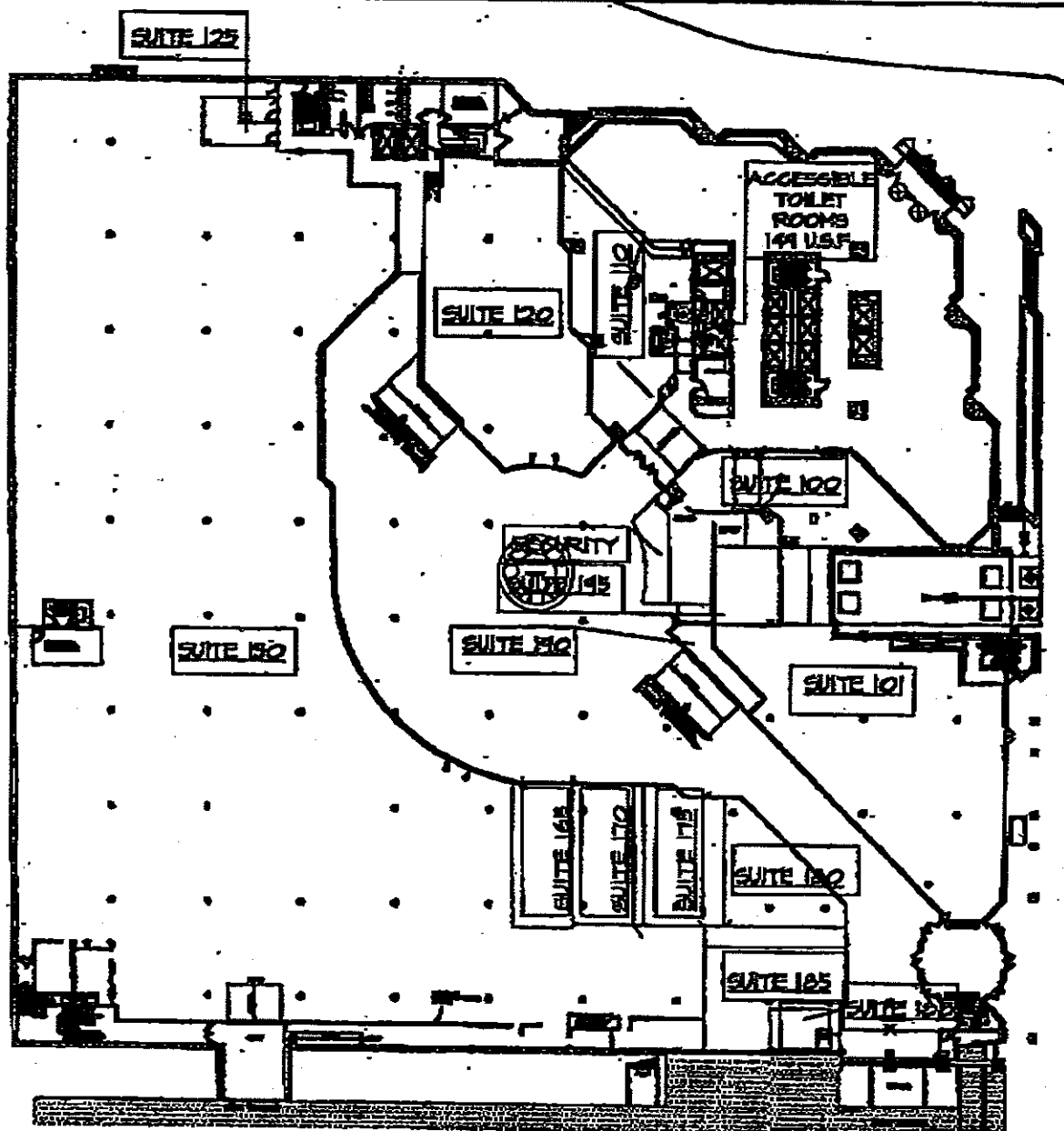
Leticia Reese
9/3/02

MARSHALL FIELD'S,
A DIVISION OF TARGET CORPORATION

By: *Scott A. Nelson*
Its: Scott A. Nelson
Authorized Signatory
Date 01 August 2002



Darla D. King
8/1/2002



WORLD TRADE CENTER
FIRST FLOOR - ATRIUM

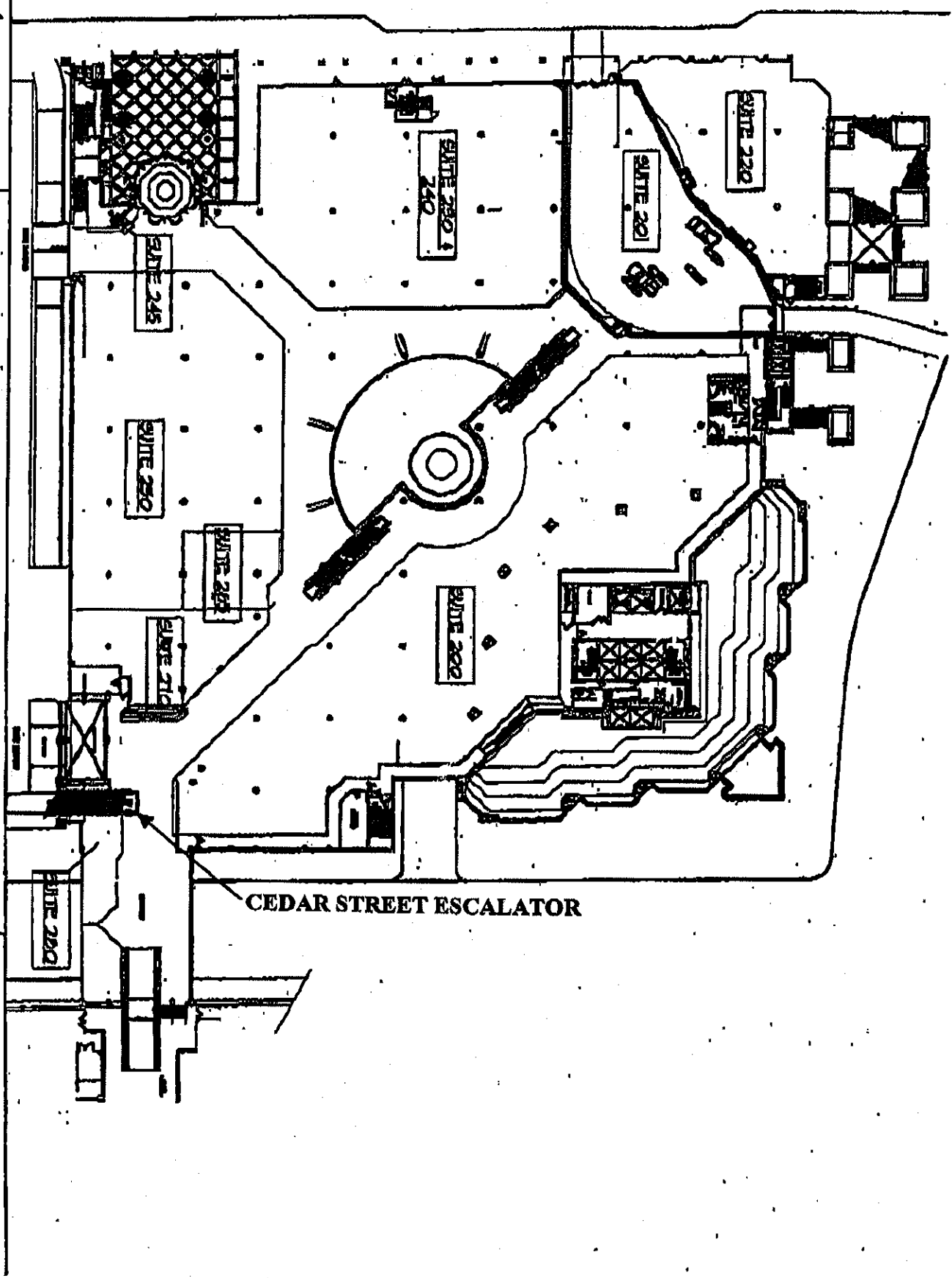
COMPOSITE LEASE PLAN

Scale: NOT TO SCALE - DO NOT MEASURE

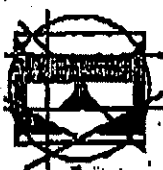


Interior Architecture & Design

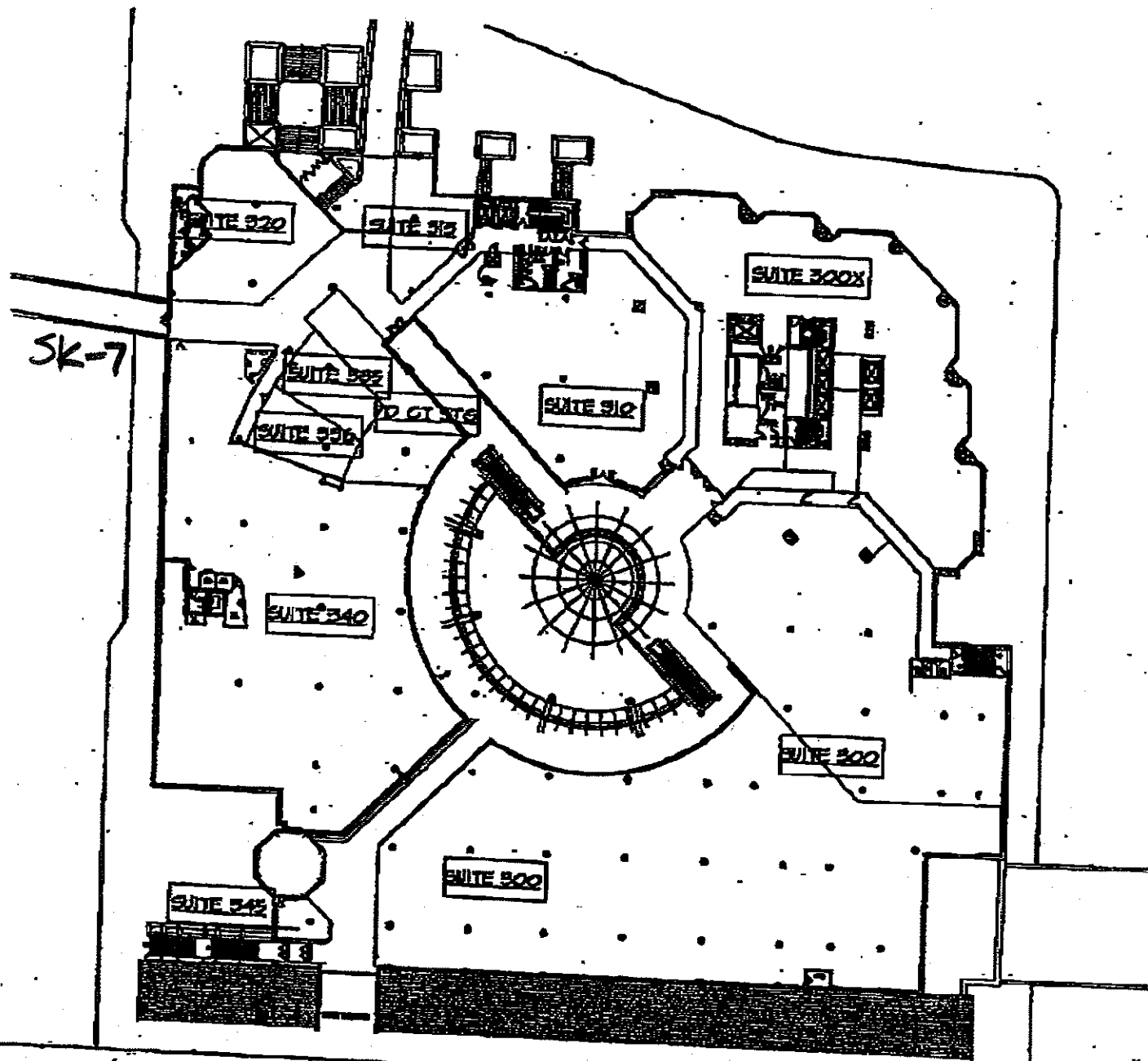
1425 West Lake Street, Suite 200
Minneapolis, Minnesota 55408



WORLD TRADE CENTER
ATRIUM SECOND FLOOR
COMPOSITE LEASE PLAN
Scale: NOT TO SCALE - DO NOT MEASURE



Drawn by: [illegible]
1105 New York Street, Suite 200
New York, New York 10003



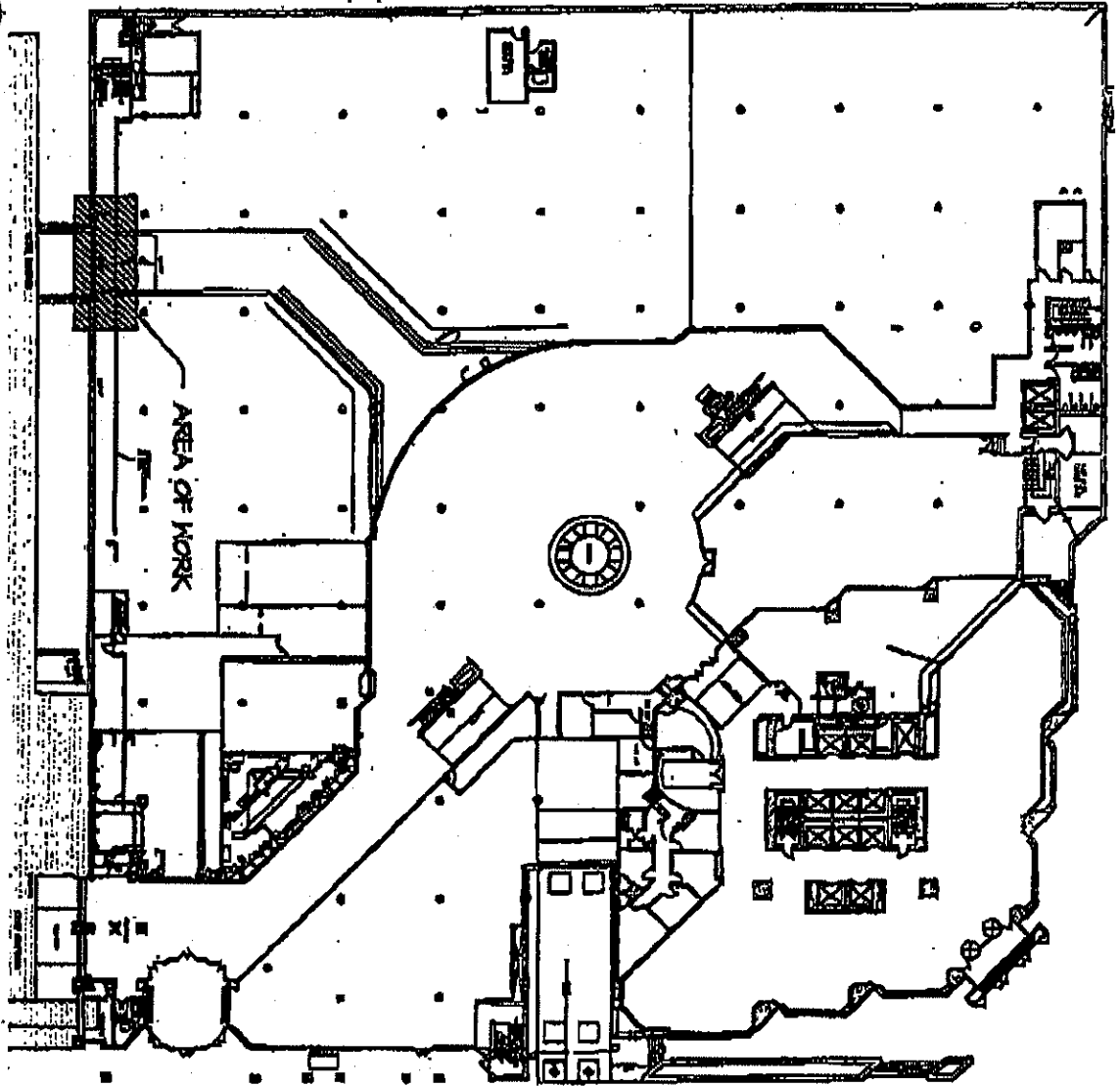
WORLD TRADE CENTER
ATRIUM THIRD FLOOR

COMPOSITE LEASE PLAN

Scale: NOT TO SCALE - DO NOT MEASURE



Skidmore, Owings & Merrill



1 KEY PLAN
NOT TO SCALE

MINNESOTA WORLD TRADE CENTER
DAYTON'S ACCESS CLOSURE

KEY PLAN

Scale 1/8" = 1'-0"

Date 5/21/01

Rev. Date

Project Number: 9932.37

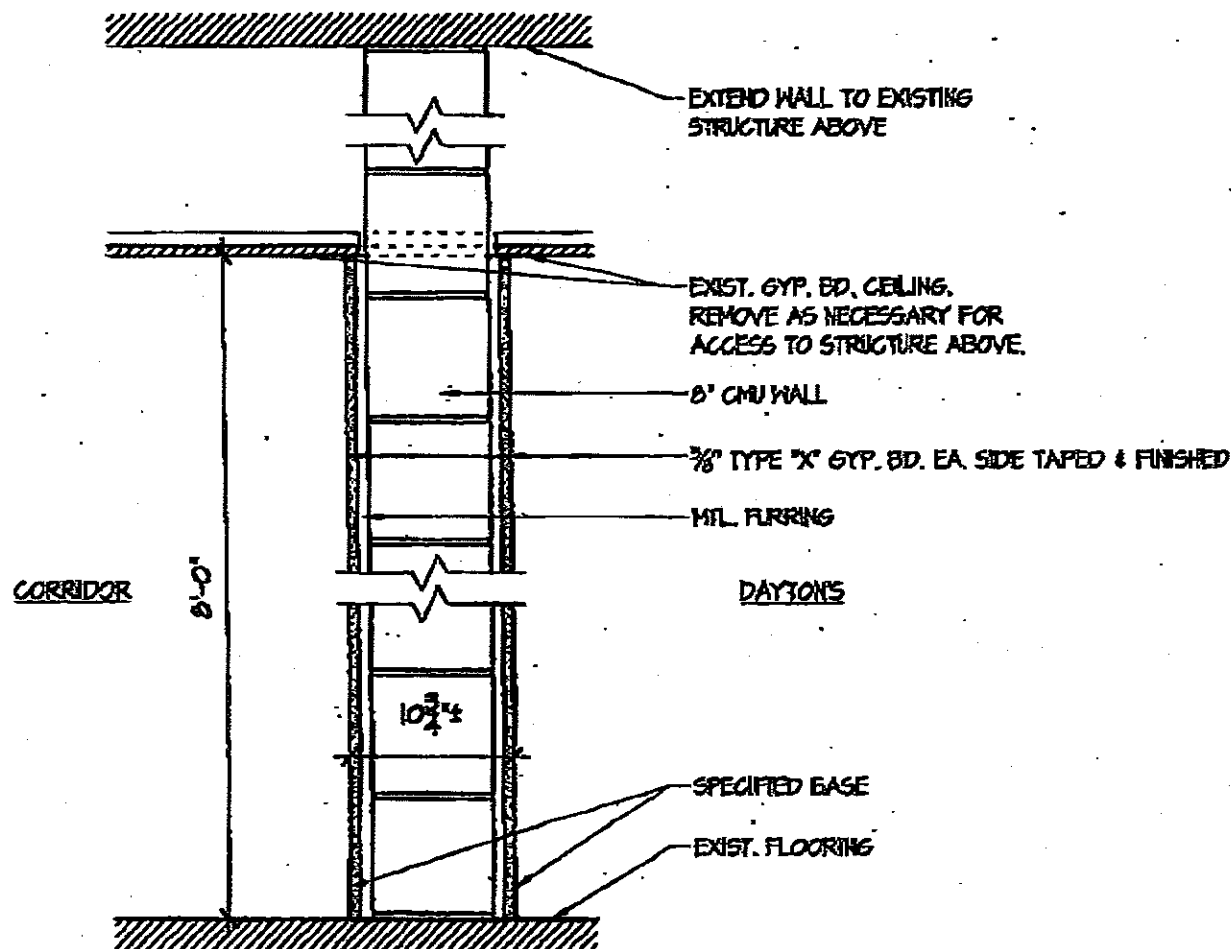
Sheet Number: 7 of 11



Master Architect: Ellerbe

142 West Lake Street, Suite 300
Minneapolis, Minnesota 55403

Tel: 612-422-1211 • Fax: 612-422-1805
www.ellerbe-architect.com



1 SECTION @ 2 HR PARTITION
1" = 1'-0"



MINNESOTA WORLD TRADE CENTER
DAYTON'S ACCESS CLOSURE

SECTION @ 2 HR. PARTITION

Scale: AS NOTED

Date: 5/21/01

Rev. Date:

Project Number: 9932.37

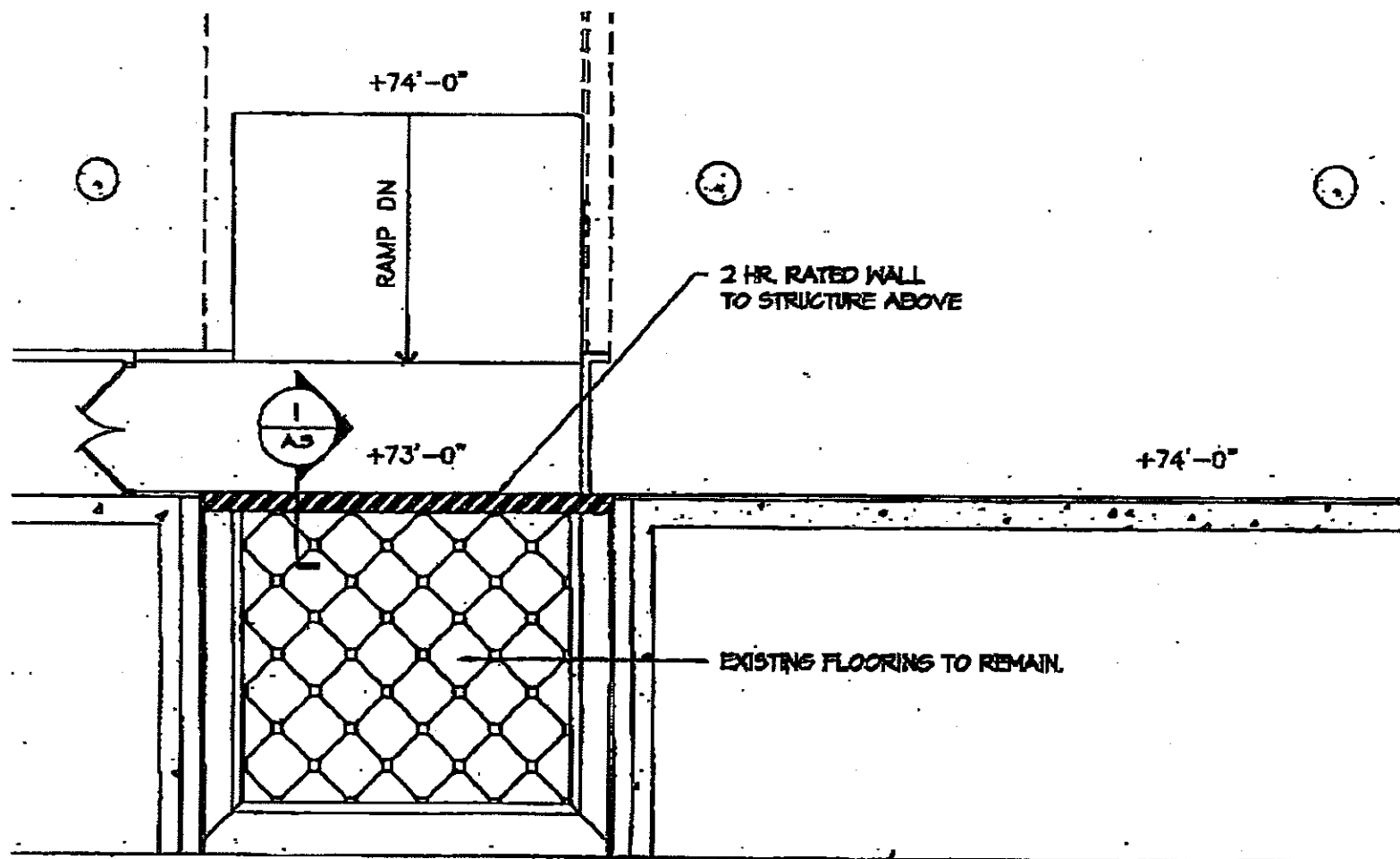
Sheet Number: A3



Interior Architecture & Design

1422 West Lake Street, Suite 300
Minneapolis, Minnesota 55408

Tel: 612-822-1231 • Fax: 612-822-1886
www.edesignintrusion.com



EXIST DAYTONS

1 PARTIAL FIRST FLOOR PLAN @ 2 HOUR RATED WALL
1/8" = 1'-0"



MINNESOTA WORLD TRADE CENTER
DAYTON'S ACCESS CLOSURE

PARTIAL FIRST FLOOR PLAN

Scale 1/8" = 1'-0"

Date: 5/21/01

Rev. Date:

Project Number: 9932.37

Sheet Number: A.2



Interior Architecture & Design

1422 West Lake Street, Suite 300
Minneapolis, Minnesota 55405

Tel: 612-322-1211 • Fax: 612-322-1005

www.echigointerior.com

SK-7

SEVENTH AND CEDAR SKYWAY
AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of March, 1983, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA"; the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; DAYTON-HUDSON CORPORATION, a Minnesota corporation, hereinafter referred to as "DHC"; and OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter referred to as "Oxford".

WITNESSETH:

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

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

WHEREAS, DHC owns a retail store and parking ramp located on that block bounded by Sixth, Seventh, Cedar and Wabasha Streets in the City of Saint Paul, hereinafter called "Dayton Building"; and

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

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

WHEREAS, pursuant to a certain Construction and Cost Preliminary Agreement dated March 14, 1980 by and among HRA, City and Oxford, City has authorized Oxford, and Oxford has constructed a skyway bridge over and above Cedar Street and portions of vacated East Seventh Place from Town Square to the Dayton Building, which shall hereinafter be referred to as "skyway bridge"; and

WHEREAS, the aforesaid Preliminary Agreement obligated the parties thereto to enter into a more specific, subsequent agreement as to the skyway bridge and connected pedestrian concourse in Town Square not otherwise dealt with in other skyway and concourse agreements; and

WHEREAS, an escalator connecting the said skyway bridge with the first floor of the Dayton Building (hereafter, the "Plaza Area") has been constructed and is currently in use by the public; and

WHEREAS, the parties hereto are desirous of providing for public easements as part of the Skyway System through the desired areas in Town Square, through and across the Cedar Street bridge,

down the escalator area into the Plaza Area, and exiting out onto Cedar Street, as shown and described on Exhibit A attached hereto; and

WHEREAS, pursuant to that certain Agreement dated January 31, 1978 and amended February 1, 1978 by and among DHC, HRA, City, the Wabasha Court Associates, United Properties, Inc., the Northland Company, and the Port Authority, DHC obligated itself to grant a public easement for pedestrian passageway through a portion of the Dayton Building to connect the Wabasha and Sixth Streets skyway bridges and the public sidewalk on the Wabasha Street level, and to operate, maintain and repair the skyway bridge over Wabasha Street connecting the said Dayton Building with the Wabasha Court Building; and

WHEREAS, the parties hereto are desirous of providing for a connection and expansion of the existing public easement in the Dayton Building with the easement to be granted hereunder in and over the Plaza Area, as shown and described on Exhibit A attached hereto.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

EASEMENTS

1. Oxford and DHC hereby agree to grant to the City a public easement for the pedestrian skyway system through their respective properties from the floor to the finished ceiling surface as constructed from time to time in the areas as set forth in Exhibit A. Said grants of easement shall be in the form attached hereto as Exhibits B-1 and B-2.

The easement areas and skyway bridge herein concerned, shall be open from 9:30 a.m. to 5:45 p.m., Monday through Saturday, except that easement areas located within the Dayton Building (not including the Plaza Area) shall be open only those days and hours during which the Dayton's Department Store is open for business, unless different hours are agreed to by DHC, Oxford and City, or unless the City exercises its police powers by ordinance governing opening and closing hours. Nothing herein shall restrict DHC and Oxford from opening the easement areas through Town Square or the Dayton Building at additional times other than those times set forth above.

2. All easements to be described in Exhibit A shall be more specifically described after survey by a registered land surveyor of said easements, which survey shall be furnished in recordable form at the sole cost of Oxford..

3. Oxford may, as to those easement areas located on and within the skyway bridge, upon prior written notice to and approval

by the City, use or permit to be used any such areas for retail, commercial, entertainment, informational or security uses so long as there remains for pedestrian use and passage a continuous path of at least 12 feet in width across said bridge from Town Square to the escalator to Daytons, whether or not such path or lane is wholly or partially on private areas or on areas not within the public easement, and so long as said path or lane is not in the opinion of the City so unduly circuitous as to obstruct pedestrian travel across said bridge. Oxford hereby agrees that it will fully indemnify, hold harmless and defend the City and HRA, their agents, officers and employees, from any and all damages, claims, losses, judgments, suits or expenses arising out of the use, operation, maintenance or repair of both easement and non-easement areas on said skyway bridge; and that, supplemental to and in aid of said obligations, Oxford shall furnish and maintain surety bonds and insurance which shall in addition to the requirements in paragraphs 13 and 14 herein, extend all such coverages to both easement and non-easement areas on said skyway bridge.

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

5. In the event said easements are relocated, vacated or terminated under the circumstances stated in the Grants of Easement attached hereto as Exhibits B-1 and B-2, City shall furnish a release thereof without cost to the respective property owner, its successors or assigns.

6. The HRA and City hereby waive any right they may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid buildings or properties by condemnation or under the threat of condemnation. Said waiver applies to the easement through the respective properties and the skyway bridge.

7. Oxford shall maintain, repair and operate the electrical, HVAC and roof drainage facilities in and serving the skyway bridge at its sole cost and expense, and shall keep and maintain the skyway bridge in repair and shall keep it in a reasonably safe condition for pedestrian travel, reasonably clean and free of litter and debris.

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

9. Oxford and DHC agree to enter into and to maintain in force and effect a Maintenance Agreement, hereinafter "Maintenance Agreement", which Agreement shall provide for the sharing of maintenance, operating and skyway repair costs and responsibilities for the skyway bridge, the escalator from said skyway bridge, and for related parts and equipment.

10. Oxford and DHC hereby agree to provide and pay for all repairs, operation and maintenance for all the easement areas through their respective properties, all to a reasonable standard of safety and cleanliness.

11. If Oxford fails to adequately maintain, repair and operate the skyway bridge and escalator to a reasonable standard of safety and cleanliness, or if Oxford or DHC shall fail to adequately maintain, operate and repair their respective public easement areas within 30 days after receipt of written demand therefor by the City, the City may undertake said reasonable necessary repair, maintenance and operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting property owner(s) or their sureties, as applicable hereunder; provided however, the City retains the right to assess such costs against the defaulting property owner(s) as a local improvement in any manner provided by law.

12. Except as may be provided in paragraph 3 herein, the pedestrian concourses and/or passages within the easements herein to be granted and 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. Oxford and DHC shall comply with the guidelines in the General Policy Statement for the Construction of the Saint Paul Skyway System, which statement includes standards and policies for storefront design, signage and graphics, and skyway colors.

SURETY BONDS AND INSURANCE

13. Commencing upon the date of this Agreement Oxford shall furnish and maintain a surety bond in the amount of \$50,000 for the said escalator to and in favor of the City of Saint Paul, as obligee, conditioned that Oxford shall forever indemnify and hold harmless the City against all costs, damages, expenses and liability on account of all claims, suits and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the escalator, its integral parts and related equipment, and, further conditioned upon Oxford complying with all terms and conditions expressed and contained in this Agreement as to operation, repair and maintenance of the escalator, which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of the Department of Finance and Management Services for the City. The cost of furnishing and maintaining such surety bond shall be borne by Oxford. If the bond provided pursuant to paragraph 25 of the vacation resolution (Council File No. 274340) is amended to or does contain the above conditions and obligations in favor of the City, it shall satisfy the requirements of this paragraph.

14. Oxford shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge and the escalator; and DHC shall furnish and maintain public liability insurance for its respective easement areas in the Dayton Building. Said insurance shall be with a duly licensed insurance company,

wherein all other parties to this Agreement shall be designated as additional insureds and shall contain the following minimum coverages: for personal injuries, including death, \$500,000.00 for each occurrence; for property damage to the extent of \$200,000.00 in any single accident. Such minimum amounts shall be subject, upon 60 days notice, to reasonable increase by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered at any time after the date hereof. The casualty insurance shall have an all-risk coverage in the amount of the full replacement cost of the skyway bridge and the escalator as reasonably determined by the City from time to time. All costs of insurance required herein relating to the escalator shall be borne by Oxford. All costs of insurance required herein relating to the easement areas shall be borne by the property owners responsible therefor.

BINDING OBLIGATIONS

15. This Agreement is subject to all the applicable terms and conditions of Council File No. 274340, as adopted by the Council of the City of Saint Paul, and all its terms and conditions are incorporated herein by reference as required by paragraph 12 of the Preliminary Agreement dated March 14, 1980.

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

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

18. 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 upon condition that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement.

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

To DHC: Dayton Hudson Corporation
777 Nicollet Mall
Minneapolis, Minnesota 55402
Attn: Real Property Administrator

with a copy to:
Dayton's
700 On The Mall
Minneapolis, Minnesota 55402
Attn: Vice President Stores

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

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

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

and

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

20. Exhibits. Council File No. 274340, and the Preliminary Agreement dated March 14, 1980, are attached hereto as Exhibits C and D respectively.

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

By *Greg E Masary*
Its

By *Chris Riccio*
Its

APPROVED AS TO FORM

Phillip B. Byrne 2-11-83
Assistant City Attorney

CITY OF SAINT PAUL

By *Robert B. Cook*
Its Mayor

By *James Bell*
Its Director, Department of Planning
and Economic Development

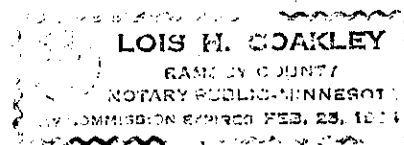
By *Peter Hamu*
Its Director, Department of Finance
and Management Services

By *Arthur B. Olson*
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 7th day of March, 1983, before me, a
Notary Public within and for said County, appeared _____
Hugo E. Mazanz and Chris Necosea, 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 Hugo E.
Mazanz and Chris Necosea
acknowledged said instrument was the free act and deed of said
corporation..

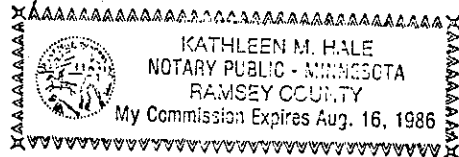
Lois H. Coakley



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was ¹⁹⁸³acknowledged before me this 27th day of April, 1981, by Richard Brocker, acting ~~GEORGE LATIMER~~, Mayor of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

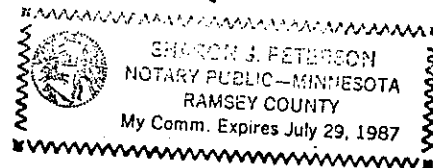
Kathleen M. Hale



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 4th day of March, 1981, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

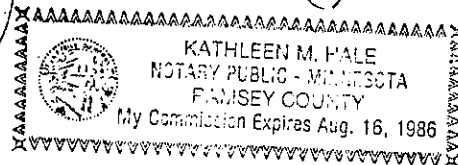
Sharon J. Peterson



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was ¹⁹⁸³acknowledged before me this 27th day of April, 1981, by Peter Hanes ~~BERNARD J. CARLSON~~, Director of the Department of Finance and Management Services for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

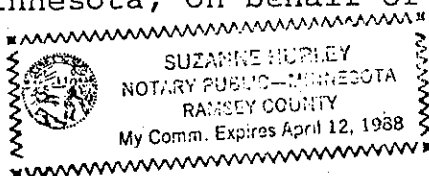
Kathleen M. Hale



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

ALBERT B. OLSON

The foregoing instrument was acknowledged before me this 21st day of April 1983, 1981, by ROSE MIX, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.



Suzanne Hurley



DAYTON HUDSON CORPORATION

By

Its

Vice Pres.

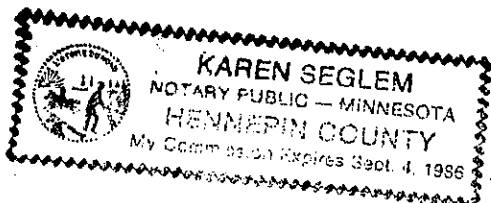
By

Its

William P. Hise
Asst Secretary

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

On this 1st day of February, 1987, before me, a Notary Public within and for said County, appeared William E. Harder and William P. Hise, to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice President and Assistant Secretary of the DAYTON-HUDSON CORPORATION, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said William E. Harder and William P. Hise acknowledged said instrument was the free act and deed of said corporation.



Karen Seglem

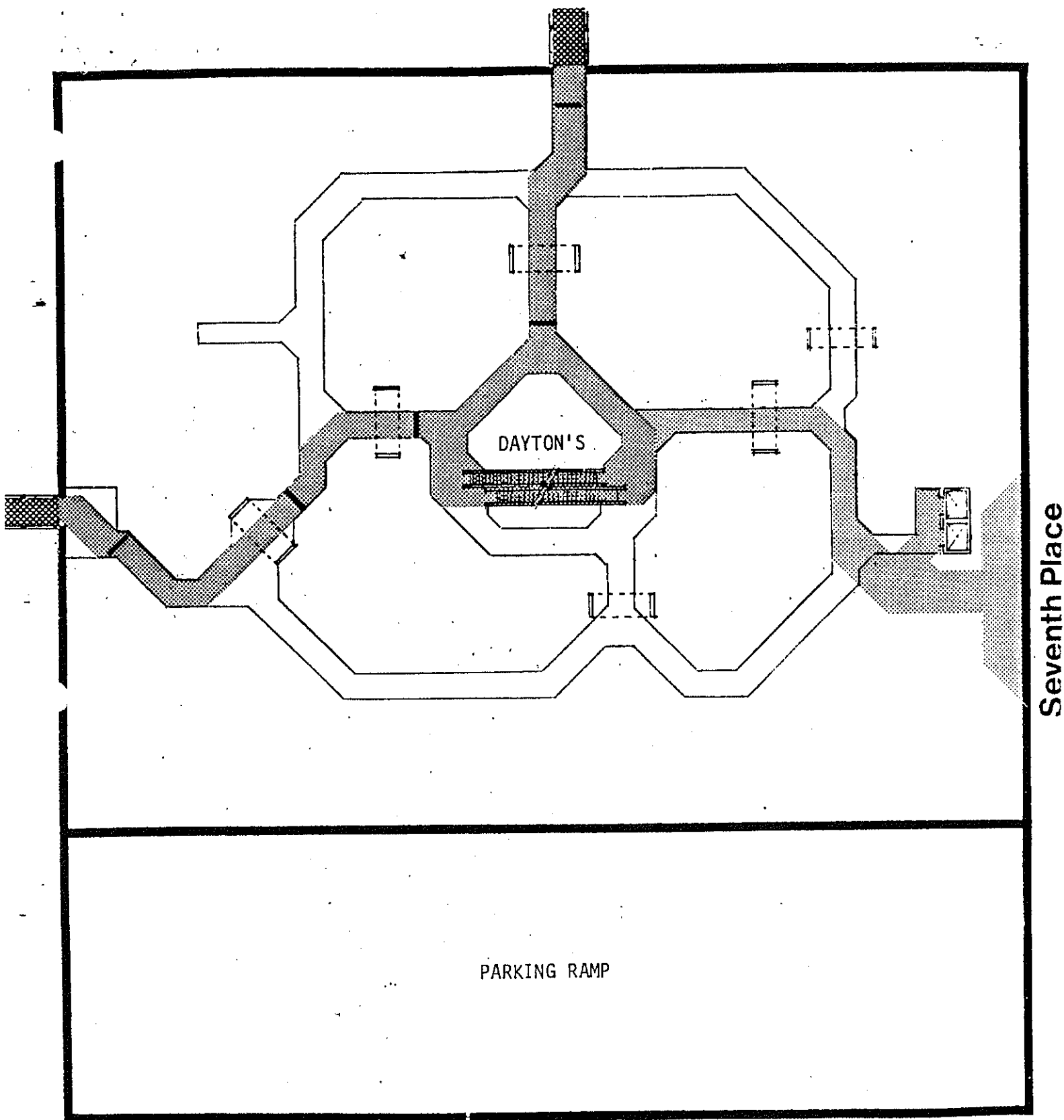


EXHIBIT "A-1"

Skyway Level (third Floor)

- easement
- future easement to Seventh Place
- directional sign

Wabasha Street

Seventh Place

DAYTON'S

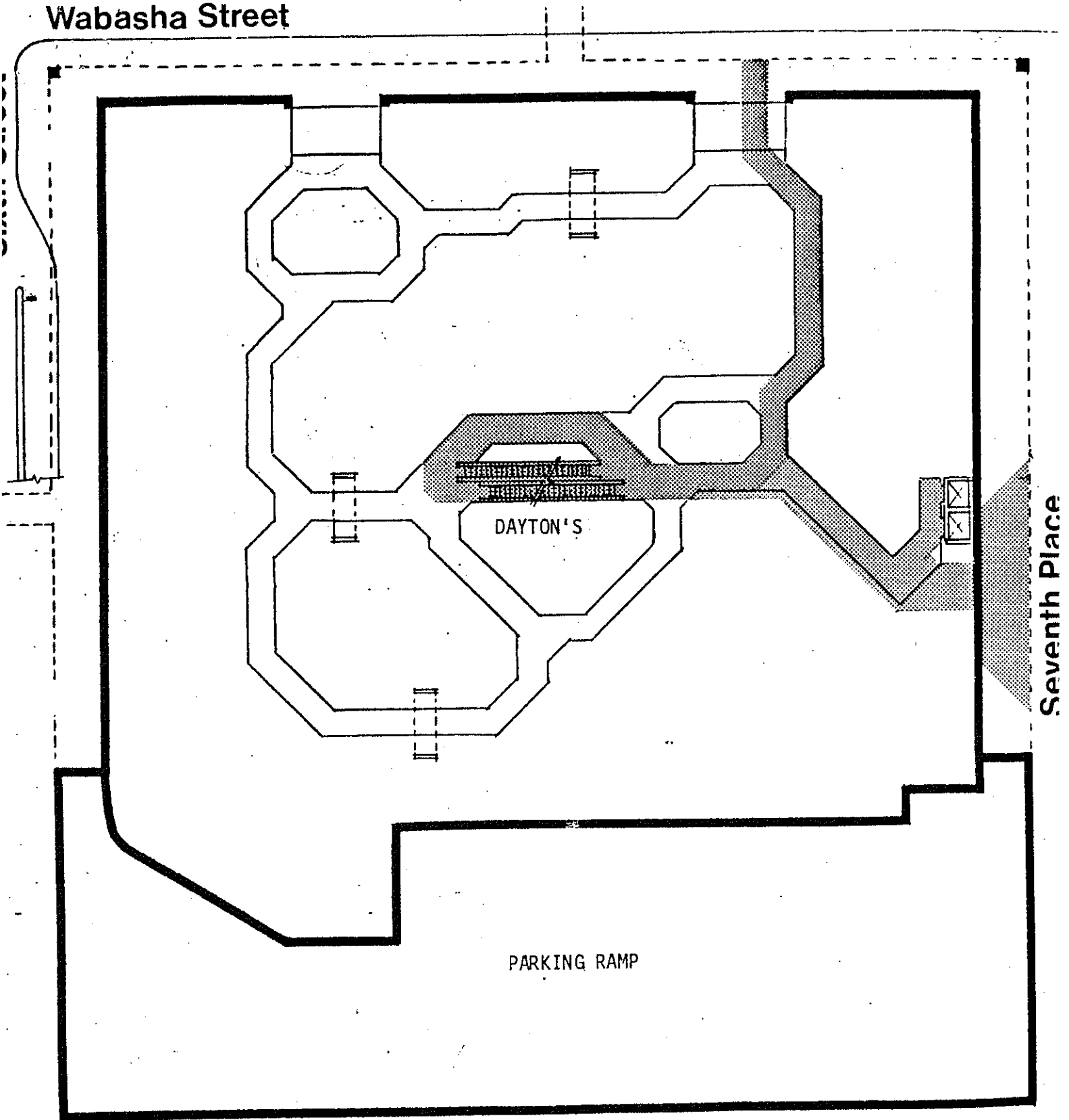
PARKING RAMP

EXHIBIT "A-2"

Wabasha Street Level (Second Floor)

■ easement

■ future easement to Seventh Place



1A2110 INVIC

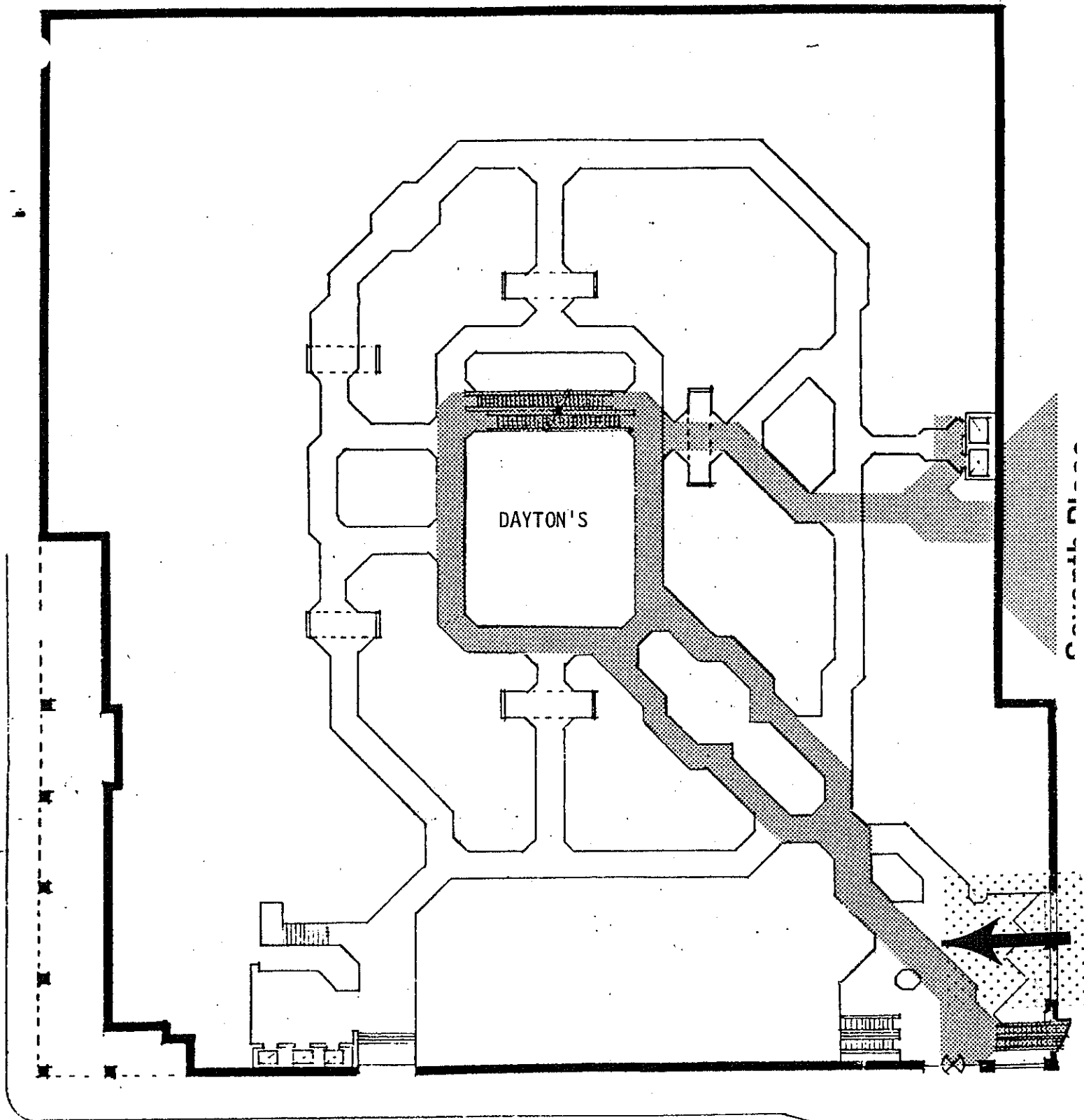


EXHIBIT "A-3"

Cedar Street Level (First Floor)

■ easement
■ future easement to Seventh Place

Cedar Street

Seventh Place

DAYTON'S

Cedar Street

TOWN SQUARE

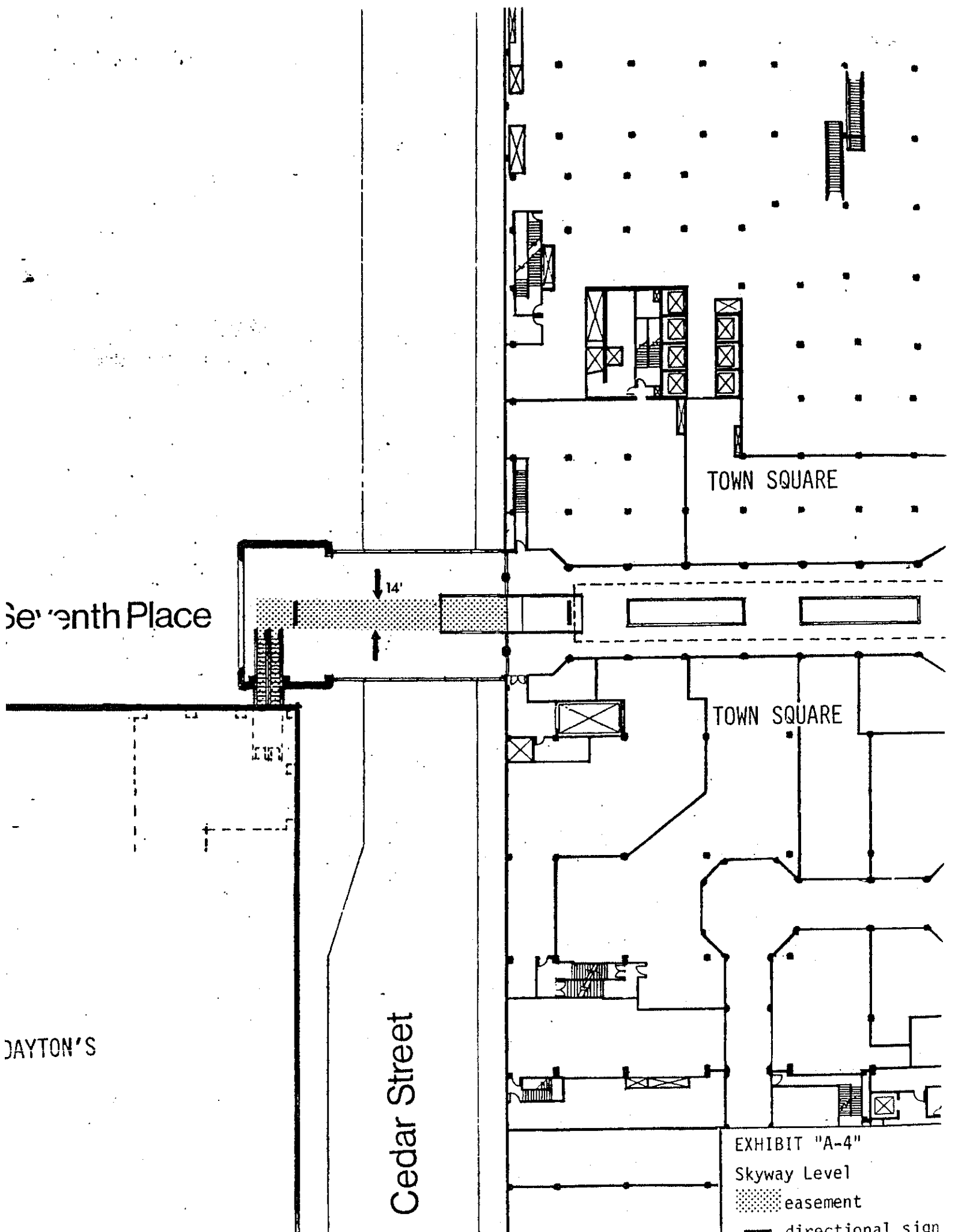
TOWN SQUARE

EXHIBIT "A-4"

Skyway Level

 easement

 directional sign

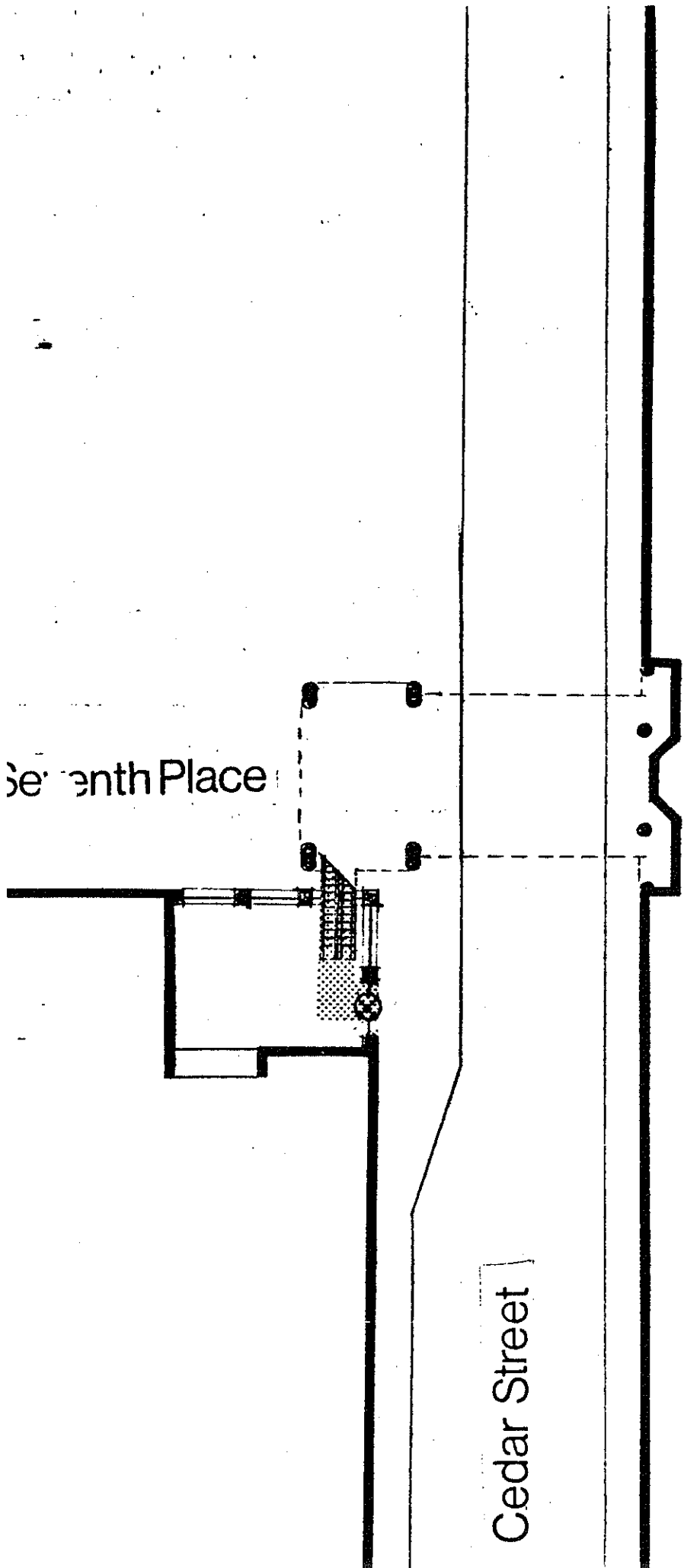


Seventh Place

TOWN SQUARE

Cedar Street

EXHIBIT "A-5"
Street Level
easement



GRANT OF EASEMENT

WHEREAS, OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter called "Grantor", is the owner in fee, (excepting that part accruing to Lot 13, Block 12, Bazil and Guerin's Addition to St. Paul, wherein Grantor is lessee under that certain lease executed by Joseph W. Lund, Richard S. Willis, William H. Doughty, Ross J. Beatty, and John T. Fallon, Trustees of Bradley Real Estate Trust, to Oxford Properties U.S. Ltd., an Alberta, Canada, corporation authorized to do business in Minnesota as Oxford Properties U.S. Ltd., Inc., dated September 1, 1978) 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 March 14, 1980 between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, and Grantor, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

NOW, THEREFORE, in pursuance of that Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for public pedestrian ingress, egress and transit in, through and over the Property and the structures thereon, along a path between: (a) a line extended from a point on the westerly extension of the southerly line of Block 20, Roberts and Randall's Addition to St. Paul distant 1.0 foot westerly of, measured at right angles to, the westerly line of said Block 20 to a point on the westerly extension of the northerly line of Block 5, City of St. Paul (St. Paul Proper) distant 1.0 foot westerly of, measured at right angles to, the westerly line of said Block 5; and (b) the northerly line of Lot 1, Block 6, City of St. Paul (St. Paul Proper), at the location where the escalators constructed or to be constructed in the Property transect such line, said path being referred to as the "easement area". The easement area shall be defined by Grantor by notice to the City of Saint Paul, and may be altered from time to time by Grantor by notice to the City of Saint Paul, but shall not be unduly circuitous and shall at all times and at all points along its length, except where the structural design of the structure is such that such width is impossible, be at least 12 feet in width.

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

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

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without 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 terminated in the manner permitted by law.
- B. In the event the building(s) in, upon, or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors and assigns.

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.

(SEAL)

By _____

its _____

By _____

its

- 3 -

Parcel 1 (Pile at SW Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 69.25 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extnsion of the centerline of East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence S0°48'42"E a distance of 20.50 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 3.37 feet; thence S0°33'30"E a distance of 9.00 feet; thence N89°26'30"E a distance of 8.50 feet; thence N0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 5.13 feet, more or less, to the actual point of beginning.

Parcel 2 (Pile at SE Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 69.25 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 36.00 feet; thence S0°48'42"E a distance of 20.00 feet to the actual point of beginning of the parcel to be described; thence N89°26'30"E a distance of 8.50 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 8.50 feet; thence N0°33'30"W a distance of 9.00 feet, more or less, to the actual point of beginning.

Parcel 3 (Pile at NW Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 71.5 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence N0°48'42"W a distance of 8.00 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 3.87 feet; thence N0°33'30"W a distance of 17.00 feet; thence N89°26'30"E a distance of 9.50 feet; thence S0°33'30"E a distance of 17.00 feet; thence S89°26'30"W a distance of 5.63 feet, more or less, to the actual point of beginning.

Parcel 4 (Pile at NE Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 70.50 feet and lying within the following describe

Parcel 4 (continued).

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 36.50 feet; thence N0°48'42"W a distance of 8.50 feet to the actual point of beginning of the parcel to be described; thence N0°33'30"W a distance of 17.00 feet; thence N89°26'30"E a distance of 9.50 feet; thence S0°33'30"E a distance of 17.00 feet; thence S89°26'30"W a distance of 9.50 feet, more or less, to the actual point of beginning.

Parcel 5 (Caps and Grade BMS)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 72.38 feet and a plane surface at elevation 69.25 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence S0°48'42"E a distance of 19.50 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 4.87 feet; thence S0°33'30"E a distance of 11.50 feet; thence N89°26'30"E a distance of 39.50 feet; thence N0°33'30"W a distance of 11.50 feet; thence S89°26'30"W a distance of 34.63 feet, more or less, to the actual point of beginning.

Parcel 6 (NW Pile Cap)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 73.90 feet and a plane surface at elevation 71.50 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence N0°48'42"W a distance of 6.00 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 5.87 feet; thence N0°33'30"W a distance of 20.00 feet; thence N89°26'30"E a distance of 13.00 feet; thence S0°33'30"E a distance of 20.00 feet; thence S89°26'30"W a distance of 7.13 feet, more or less, to the actual point of beginning.

Parcel 7 (NE Pile Cap)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 73.63 feet and a plane surface at elevation 70.50 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 38.00 feet; thence N0°48'42"W a distance of 6.50 feet to the actual point of beginning of the parcel to be described; thence N0°33'30"W a distance of 20.00 feet; thence N89°26'30"E a distance of 13.00 feet; thence S0°33'30"E a distance of 20.00 feet; thence S89°26'30"W a distance of 13.00 feet, more or less, to the actual point of beginning.

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 72.38 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 18.59 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 14.55 feet; thence S0°48'42"E a distance of 10.62 feet, more or less, to the Northerly line of Block 6, City of St. Paul (St. Paul Proper); thence S89°24'28"E, along said Northerly line of Block 6, a distance of 14.50 feet, more or less, to an intersection with a line bearing S0°33'30"E from the actual point of beginning; thence N0°33'30"W a distance of 10.91 feet, more or less, to the actual point of beginning.

Parcel 9 (SE at Surface)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 72.36 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 35.00 feet; thence S0°48'42"E a distance of 20.00 feet to the actual point of beginning of the parcel to be described; thence N89°26'30"E a distance of 6.00 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 6.00 feet; thence N0°33'30"W a distance of 9.00 feet, more or less, to the actual point of beginning.

Parcel 10 (NW at Surface)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 73.90 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence N0°48'42"W a distance of 14.00 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 2.37 feet; thence N0°33'30"W a distance of 9.00 feet; thence N89°26'30"E a distance of 16.00 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 13.63 feet, more or less, to the actual point of beginning.

Parcel 11 (NE at Surface)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 73.63 feet and lying within the following described boundaries:

Parcel 11 (continued)

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 35.00 feet; thence N0°48'42"W a distance of 14.50 feet to the actual point of beginning of the parcel to be described; thence N0°33'30"W a distance of 9.00 feet; thence N89°26'30"E a distance of 6.00 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 6.00 feet, more or less, to the actual point of beginning.

Parcel 12A (Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 89.00 feet and a plane surface at elevation 87.09 feet and lying within the following described boundaries:
Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 4.18 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 8.19 feet; thence S0°33'30"E a distance of 25.16 feet, more or less, to the Northerly line of Block 6, City of St. Paul (St. Paul Proper); thence S89°24'28"E along said Northerly line of Block 6 a distance of 8.19 feet, more or less, to an intersection with a line bearing S0°33'30"E from the actual point of beginning; thence N0°33'30"W a distance of 25.32 feet, more or less, to the actual point of beginning.

Parcel 12B (Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.09 feet and a sloping plane surface having an elevation of 83.81 feet along the hereinafter described Line A and having an elevation of 87.09 feet along the hereinafter described Line B and lying within the following described boundaries:
Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 12.39 feet to the actual point of beginning of the parcel to be described; thence continuing S0°33'30"E a distance of 6.20 feet; thence S89°26'30"W, along a line referred to as Line A, a distance of 8.19 feet; thence N0°33'30"W a distance of 6.20 feet; thence N89°26'30"E, along a line referred to as Line B, a distance of 8.19 feet, more or less, to the actual point of beginning.

Parcel 12C (Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 93.50 feet and a plane surface at elevation 89.00 feet and lying within the following described boundaries:
Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 26.59 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 8.19 feet; thence S0°33'30"E a distance of 2.75 feet, more or less, to the Northeasterly line of Block 6, City of St. Paul (St. Paul Proper); thence S89°24'28"E along said Northerly line of Block 6 a distance of 8.19 feet, more or less, to an intersection with a line bearing S0°33'30"E from the actual point of beginning; thence continuing S0°33'30"E a distance of 2.75 feet, more or less, to the actual point of beginning.

Parcel 13 (Ramp)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street, lying below a sloping plane surface having an elevation of 91.88 feet along the hereinafter described Line A and having an elevation of 88.37 feet along the hereinafter described Line B; lying above a sloping plane surface having an elevation of 89.10 feet along said Line A and having an elevation of 87.34 feet along said Line B and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of N89°58'07"E, along said centerline of East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 8.40 feet; thence S0°41'13"E a distance of 8.98 feet to the actual point of beginning of the parcel to be described; thence N0°41'13"W, along a line referred to as Line A, a distance of 14.00 feet; thence N89°18'47"E a distance of 49.10 feet; thence S0°41'13"E, along a line referred to as Line B, a distance of 14.00 feet; thence S89°18'47"W a distance of 49.10 feet, more or less, to the actual point of beginning.

Parcel 14 (Bridge)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street, lying between a plane surface elevation of 109.22 feet and a plane surface elevation of 87.14 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence S0°48'42"E a distance of 26.73 feet to the actual point of beginning of the parcel to be described; thence N0°48'42"W a distance of 48.21 feet; thence N89°26'30"E a distance of 28.98 feet; thence S0°47'59"E a distance of 1.35 feet; thence N89°26'30"E a distance of 64.55 feet; thence S0°51'00"E a distance of 45.51 feet; thence S89°26'30"W a distance of 64.59 feet; thence S0°47'59"E a distance of 1.35 feet; thence S89°26'30"W a distance of 28.97 feet more or less, to the actual point of beginning.

Parcel 15 (Dayton Parcel)

Block 6, City of St. Paul (St. Paul Proper)

All in Ramsey County, Minnesota.

For the purposes of the legal descriptions contained herein, the elevations are to City of St. Paul Datum. Elevation 0.0 feet, City of St. Paul Datum, equals elevation 694.10 U.S. Coast and Geodetic Mean Sea Level Datum of 1929.

GRANT OF EASEMENT

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

WHEREAS, Grantor has agreed, pursuant to that Agreement dated _____ between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Oxford Development Minnesota, Inc. and Grantor, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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

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

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

The public's right herein to ingress and egress and pedestrian transit in and through the easement area granted to City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the easement areas within or on Grantor's Property as the City of Saint Paul may, by agreement with the Grantor or its successors or assigns, from time to time determine. This provision shall not

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

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without 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 terminated in the manner permitted by law.
- B. In the event the building(s) in, upon, or over which the easement area is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof to Grantor, its successors and assigns.

Grantor, for itself, its successors and assigns, does hereby agree for and during the life of said easement, Grantor or its designee by separate agreement, shall be responsible for and provide for the cost of all repairs, operations, 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____.

(SEAL)

DAYTON-HUDSON CORPORATION

By _____

Its _____

By _____

Its _____

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

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

Council Resolution

Presented By

Referred To

Committee:

Date

Out of Committee By

Date

RESOLVED, That upon the petition of Oxford Development Minnesota, Inc., and Dayton-Hudson Company, that certain subsurface, surface and air rights hereinafter described be and the same is hereby vacated and discontinued:

All of that part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between the plane surfaces and bounded by the lines all hereinafter described, subject to later refinement, and shown on the attached Exhibit A, which is made a part hereof by reference:

For the purposes of the legal descriptions contained in Exhibit A, elevation 0.0 feet, St. Paul Datum, equals elevation 694.10 U.S. Coast and Geodetic Means Sea Level Datum of 1929, and all reference to the easterly line of Block 6 refers to a line that is parallel to and 10 feet westerly from the easterly line of Block 6, City of St. Paul (St. Paul Proper) as platted. Also reference to grid line 18 refers to the following described line:

A line westerly of and parallel with a line extended from a point on the westerly extension of the southerly line of Block 20, Robert's and Randall's Addition to St. Paul, distant 1.0 foot westerly of, and measured at right angles to, the westerly line of said Block 20, to a point on the westerly extension of the northerly line of Block 5, City of St. Paul (St. Paul Proper), distant 1.0 foot

COUNCILMEN

Yeas

Nays

Butler

Hozza

Hunt

Levine

Maddox

Showalter

Tedesco

In Favor

Against

Adopted by Council:

Date

Certified Passed by Council Secretary

By

Approved by Mayor: Date

Requested by Department of:

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

EXHIBIT A

westerly of, and measured at right angles to,
the westerly line of said Block 5,

subject expressly to the following conditions and reservations:

1. That the vacation be subject to all the terms and conditions of Chapter 228 of the St. Paul Legislative Code, as amended.
2. That specific easements be retained to protect the interests of Northern States Power Company.
3. That the Oxford Development Minnesota, Inc. (ODMI) agree that construction plans will be submitted for review by Water Utility as to the impact on existing water mains, in order for the Water Utility to determine whether the mains must be relocated, or can be adequately protected and maintained in their current location. Should the existing water mains have to be relocated, modified, or provided with protective structures as a result of the proposed skyway foundations, all costs for such work must be borne by the petitioners.
4. That a Water Utility easement be retained in the East Seventh Place area. Said easement description will be as follows:

The North 30 feet of the South 50 feet of the East 35 feet of that portion of East Seventh Place lying West of the southerly extension of the East line of Lot 13, Block 12, Pfeifer's Place, No. 1.

Restrictions within the easement area are as follows:

- a) That no buildings, structures, or trees are permitted within the easement area, or any temporary structures, material storage, fixture or other objects that will prohibit normal access to water facilities for maintenance purposes.
- b) That no change from the existing grade is permitted without written permission from the Water Utility.
- c) That no change in surfacing within the easement area is permitted without written permission from the Water Utility.

- d) That ODMI, its successors and assigns shall fully indemnify, defend and save harmless the Board of Water Commissioners, their officers, agents, employees, and servants from all suits, actions or claims which shall arise from any injuries or damages received or sustained by any break in any service pipe, water main, or connection in said reserved easement, arising out of or resulting from any action or negligence of the petitioner, its employees, agents or business invitees.
5. That ODMI be responsible for all signal revisions necessary at Cedar Street and Seventh Place, make provisions for the funding and provide adequate warning to expedite the reconstruction, all to the satisfaction of the Department of Public Works.
6. That ODMI be responsible for the coordination and agree to cooperate with the Department of Public Works in the relocation of the lighting circuit and signal conduit within the substructure and building faces of said overhead pedestrian passageway and retail structure.
7. That a specific easement be retained to protect the existing 12-inch sanitary sewer located in Seventh Place within the limits of the vacation, said retained easement to include an easement designed to protect the existing catch basins and catch basin leads located at the Northwest and Southwest corner of Cedar Street and Seventh Place. In the event the sanitary sewer is abandoned, the abandonment shall be the responsibility of ODMI and shall be accomplished to the satisfaction of and under the direction of the Department of Public Works.
8. That ODMI be responsible for the preparation of a recordable legal description describing the portions of streets and air rights being vacated herein, said description to be developed and completed to the satisfaction of the Department of Public Works.
9. That ODMI and/or its successors in interest shall, at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain, and operate said overhead pedestrian and retail structure hereunder.

10. That ODMI shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works due to this undertaking, said costs are estimated to be a sum of One Thousand Dollars (\$1,000.00) for such overhead pedestrian and retail structure noted above and shall be accounted for under separate Department of Public Works Project Number(s).

11. That ODMI shall furnish the Department of Public Works all documents of record for such structure that are a part of the contract or incidental to its execution, including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans.

12. That ODMI shall construct such structure in accordance with plans and specifications on file with and as approved by the Department of Public Works and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

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

13. That ODMI and/or its successors in interest shall fully indemnify, hold harmless, and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of such overhead pedestrian passageway and retail structure hereunder; and that supplemental to all other obligations, on its part, hereunder, said ODMI and/or its successors in interest shall furnish and maintain and pay all premiums and other expenses therefor, Liability Insurance Coverage, with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident, and to the extent of \$200,000.00 for damage to property in any single accident, naming as additional insureds the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance, operation and/or removal of said structure hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the City of Saint Paul as provided under paragraph 28 hereof.

14. That ODMI shall not proceed with construction unless and until said ODMI shall have fully complied with the provisions regarding insurance and indemnification contained in the City of Saint Paul, Department of Public Works "Standard Supplemental Specifications for Highway Construction", dated June 1, 1978, Section numbered 1305.2. For the purpose of this resolution, the aforesaid Section of said Specifications shall be read as though the word "ODMI" were substituted for the word "contractor" wherever same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction", dated June 1, 1978, is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim.
15. That ODMI, its successors in interest and assigns, shall among other things, at its own cost and expense make adequate and effective provisions therefor and drain all moisture, rain and snow which shall accumulate thereon by proper devices through or on such structure and in a manner so that the flowing and/or spilling of same on any part of said sections of said Public Streets shall be prevented at all times. Said ODMI, its successors or assigns shall maintain, repair and operate the structure and its integral parts and related systems, at its sole cost and expense in a safe condition for pedestrian travel, both through and under the structure, such maintenance to include, but shall not be limited to, glass, floor, metal trim and hardware cleaning, polishing and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated or cooled air to maintain temperatures comparable to that normally maintained within heated and air conditioned office spaces.
16. That ODMI, its successors or assigns, shall, at all times, construct and maintain all of the supports of such structure noted above entirely within the lines of the subject private real estate and entirely without public street rights-of-way except by prior notice and approval of the City of Saint Paul.
17. That ODMI shall notify the Traffic Bureau of the Department of Public Works if the construction, repair or maintenance of such structure shall make necessary the closing of Cedar or Seventh Streets or any part thereof.
18. That ODMI, its successors or assigns, shall not use any part of the public easement portion of such structure for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereof of any advertising material or display in said easement shall be deemed prohibited by this Resolution.

19. That ODMI, its successors or assigns, shall at all pertinent times, in the construction, maintenance, and operation of the said structure hereunder, provide a minimum vertical clearance of at least 16 feet, 4 inches between and through out the course of the bottom of such structure and the design roadway surface of Cedar Street, except as may be altered by the City's future street work.
20. That ODMI expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions.
21. That ODMI, its successors or assigns, shall use all diligent efforts to complete the construction and erection of such structure by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under Paragraph 23 below.
22. That ODMI shall notify the City Bridge Engineer and the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection of such structure.
23. That such structure shall be removed whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest for the public safety, health and/or welfare and accordingly order the removal of such structure from said location, however, such action shall not prevent ODMI from claiming damage or compensation for such losses it may sustain as a result of such enforced removal.
24. That ODMI shall, within the period of ten (10) days after the publication of this Resolution, file with the City Clerk its written acceptance of this Resolution and agreement to be bound by all the provisions, terms and conditions thereof together with a certain "Block 26 - Phase One, Seventh and Cedar Bridge and Concourse Construction and Cost Preliminary Agreement" entered into or to be entered into, without limitation, which written instrument of acceptance and agreement shall be in the form approved by the City Attorney
25. That upon completion of the structure, ODMI shall furnish and deliver unto the City of Saint Paul, a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for

such structure hereunder, made and executed by ODMI as Principal, and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as Surety, to and in favor of the City of Saint Paul as obligee, conditioned upon ODMI complying with the terms and conditions of this Resolution and also conditioned that, in the event ODMI fails to maintain or repair such structure to a reasonable standard of safety, the City of Saint Paul may undertake the maintenance or repair thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in full force and effect as long as such structure or any part thereof remains. The Surety Bond shall be in such form as shall be approved by the City Attorney.

26. That ODMI, its successors or assigns, shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs, major maintenance, demolition and reconstruction, alteration or expansion work on such structure, before any such work is carried out. Upon completion of such work, permanent reproducible tracings shall be furnished the Department showing the work done and marked with an "as built" changes, as well as reproducible shop drawing tracings of the same.
27. That ODMI shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review, and, if said insurance is sufficient, said documents shall be filed with the Director of Finance and Management Services of the City of Saint Paul.
28. That Oxford Development Minnesota, Inc., and Dayton-Hudson Corporation, their successors and assigns, without consideration from the City of Saint Paul, shall grant to the City public easements of record for pedestrian ingress, egress and transit within portions of the structure to be constructed within the vacated areas on and/or over Cedar and Seventh Streets herein. Said easements shall be in form satisfactory to the City.
29. That in the event the structure built within and over the portions of Cedar and Seventh Streets described above shall be removed and not replaced or rebuilt within eighteen (18) months or in the event of abandonment of the said structure, the vacation of the land and air rights described above shall become null and void and the property interests therein shall revert automatically to the City of Saint Paul, upon 60 days written notice to Oxford Development Minnesota, Inc.

30. That the air rights being vacated over Cedar and Sixth Streets will be subject to future assessments for local improvements and that the vacated areas will be treated in the same manner as other adjacent properties.
31. That the use of the air rights permitted hereby shall not unduly affect the use and safety of Cedar and Seventh Streets; and the use of the air rights shall not otherwise interfere with the free flow of traffic on those portions of Cedar and Seventh Streets, not vacated, all except as may be approved by City.
32. That installation of exterior signs, billboards or exterior lighting lying within the vacated air space over Cedar and Seventh Streets shall not be permitted without prior written approval of the City.
33. That the filing fees for recording the vacations in the Offices of the Register of Deeds or of the Registrar of Titles, as applicable, shall be borne by Oxford Development Minnesota, Inc.
34. That Petitioner, Oxford Development Minnesota, Inc., pay to the City of Saint Paul the sum of \$1.00 as compensation for the vacation pursuant to that certain "Block 26 - Phase One, Seventh and Cedar Bridge and Concourse Construction and Cost Preliminary Agreement" entered into by and between the City of Saint Paul, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Oxford Development Minnesota, Inc., based upon the obligations of Oxford Development Minnesota, Inc., to construct such structure and furnish certain easements to the City of Saint Paul therein without further consideration.
35. That Oxford Development Minnesota, Inc., furnishes the City with a bond in the amount of \$100,000.00, and indemnifies, defends and holds harmless the City of Saint Paul, its officers and employees from all suits, actions, or claims of any character, including, but not limited to, a claim brought because of any injuries, or damages received or sustained by any person, persons or property, on account of this vacation; or because of any act or omission, neglect or misconduct of said petitioner; or because of any claim or liability arising from or based on any violation of any law or regulation made in accordance with the law, whether by the petitioner or any of its agents or employees.

Council Resolution

Presented By A. J. Maher

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

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36. That Oxford Development Minnesota, Inc., shall indemnify and hold the City harmless from any and all damages, claims for damages, costs, charges, judgments and expenses of every kind and nature arising or growing out of the vacation described in the petition and the granting of permission to construct such elevated structure therein and thereon, including claimed loss of or damages to any privately owned or leased real property, or lease or contract or other property rights therein by any person or entity.
37. FURTHER RESOLVED, that the Directors of the appropriate City Departments be authorized to issue the necessary permits to Oxford Development Minnesota, Inc., for the construction, maintenance, and operation of said overhead pedestrian passageway and retail structure according to the plans and specifications approved by the Department of Public Works; that the proper City officials be authorized to execute a quit claim deed of land and air rights as described above to Oxford Development Minnesota, Inc.

COUNCILMEN

Yeas McMAHON Nays _____

~~Butler~~

Hozza

Hunt

Levine

Maddox

Showalter

Tedesco

7 In Favor

0 Against

Adopted by Council: _____ Date JAN 24 1980

Certified Passed by Council Secretary

By [Signature]

Approved by Mayor: _____ Date JAN 28 1980

By [Signature]

Requested by Department of: _____

By _____

Form Approved by City Attorney

By [Signature] 1-2

Approved by Mayor for Submission to Council

By _____

Parcel 1

Pile @ SW Corner

All of that part lying below a plane surface @ elevation 69.25 ft.

- a) A line located 1.5' northerly of and parallel with the northerly line of Block 6.
- b) A line located 23.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 9.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 16.0' westerly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 2

Pile @ SE Corner

All of that part lying below a plane surface @ elevation 69.25 ft.

- a) A line located 2.0' northerly of and parallel with the northerly line of Block 6.
- b) A line located 12.0' easterly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 10.0' northerly of and parallel with the northerly line of Block 6.
- d) A line located 4.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 3

Pile @ NW Corner

All of that part lying below a plane surface @ elevation 71.5 ft.

- a) A line located 39.0' northerly of and parallel with the northerly line of Block 6.
- b) A line located 24.0' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 55.0' northerly of and parallel with the northerly line of Block 6.
- d) A line located 15.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 4

Pile @ NE Corner

All of that part lying below a plane surface @ elevation 70.5 ft.

- a) A line located 39.5' northerly of and parallel with the northerly line of Block 6.
- b) A line located 12.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 55.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 4.0' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 5

Caps & Grade BMS

All of that part lying between a plane surface @ elevation 72.5 ft. and a plane surface @ elevation 69.25 ft.

- a) The northerly line of Block 6.
- b) A line located 25.0' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 10.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 13.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 6

NW Pile Cap

All of that part lying between a plane surface @ elevation 74.0 ft. and a plane surface @ elevation 71.5 ft.

- a) A line located 37.0' northerly of and parallel with the northerly line of Block 6.
- b) A line located 26.0' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 56.0' northerly of and parallel with the northerly line of Block 6.
- d) A line located 14.0' westerly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 7

NE Pile Cap

All of that part lying between a plane surface @ elevation 73.25 ft. and a plane surface @ elevation 70.5 ft.

- a) A line located 37.5' northerly of and parallel with the northerly line of Block 6.
- b) A line located 14.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 56.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 2.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 8

SW @ Surface

All of that part lying between a plane surface @ elevation 87.35 ft. and a plane surface @ elevation 72.5 ft.

- a) The northerly line of Block 6.
- b) A line located 22.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 9.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 4.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 9 SE @ Surface

All of that part lying between a plane surface @ elevation 87.35 ft. and a plane surface @ elevation 72.5 ft.

- a) A line located 2.0' northerly of and parallel with the northerly line of Block 6.
- b) A line located 10.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 10.0' northerly of and parallel with the northerly line of Block 6.
- d) A line located 5.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 10 NW @ Surface

All of that part lying between a plane surface @ elevation 87.35 ft. and a plane surface @ elevation 74.0 ft.

- a) A line located 45.0' northerly of and parallel with the northerly line of Block 6.
- b) A line located 22.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 53.0' northerly of and parallel with the northerly line of Block 6.
- d) A line located 17.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 11 NE @ Surface

All of that part lying between a plane surface @ elevation 87.35 ft. and a plane surface @ elevation 73.75 ft.

- a) A line located 45.5' northerly of and parallel with the northerly line of Block 6.
- b) A line located 10.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 53.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 5.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 12 Portion of Escalator Below

All of that part lying between a plane surface @ elevation 89.0 ft. and a sloping plane surface beginning @ 9.5' northerly of Block 6 @ elevation 83.5' and terminating at a line located 17.5' northerly of and parallel with the northerly line of Block 6 @ elevation 89.0 ft.

- a) A line located 9.5' northerly of and parallel with the northerly line of Block 6.
- b) A line located 15.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 17.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 4.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 13

Portion of Ramp Below

All of that part lying between a plane surface @ elevation 89.0 ft. and a sloping plane surface beginning @ grid line 18 @ elevation 87.54' and terminating at a line located 18.0' westerly of and parallel with the grid line 18 @ elevation 89.0 ft.

- a) A line located 18.0' northerly of and parallel with the northerly line of Block 6.
- b) Grid line 18.
- c) A line located 34.0' northerly of and parallel with the northerly line of Block 6.
- d) A line located 18.0' westerly of and parallel with grid line 18.

Parcel 14

Bridge Building

All of that part lying between a plane surface @ elevation 109.19 ft. and a plane surface @ elevation 87.35 ft.

- a) A line located 1.5 ft. northerly of and parallel with the northerly line of Block 6.
- b) A line located 22.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 53.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 10.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.

Parcel 15

Bridge

All of that part lying between a plane surface @ elevation 105.75 ft. and a plane surface @ elevation 89.0 ft.

- a) A line located 3.0' northerly of and parallel with the northerly line of Block 6.
- b) A line located 10.5' easterly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 52.0' northerly of and parallel with the northerly line of Block 6.
- d) Grid line 18 (Town Square).

Parcel 16

Escalator Enclosure

All of that part lying between a plane surface @ elevation 93.5 ft. and a plane surface @ elevation 87.35 ft.

- a) The northerly line of Block 6.
- b) A line located 15.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.
- c) A line located 1.5' northerly of and parallel with the northerly line of Block 6.
- d) A line located 4.5' westerly of and parallel with the northerly extension of the easterly line of Block 6.

BLOCK 26 - PHASE ONE
SEVENTH AND CEDAR BRIDGE AND CONCOURSE
CONSTRUCTION AND COST
PRELIMINARY AGREEMENT

THIS AGREEMENT made and entered into this 14th day of March, 1980, by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA", the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City", and OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter referred to as "Oxford".

WITNESSETH:

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

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

WHEREAS, an extension of the pedestrian skyway system over Cedar Street between Sixth and Eighth Streets, over vacated Seventh and Cedar Street air rights from Town Square to Dayton's Downtown Department Store, hereinafter referred to as "Dayton's", has been approved as part of the Seventh Place Redevelopment Project Plan; and

WHEREAS, the extension of said skyway system over Cedar Street necessitates the flow of pedestrian traffic through certain portions of the structure to be built by Oxford over Seventh Place (formerly East Seventh Street) and Cedar Street to Dayton's; and

WHEREAS, all parties hereto are desirous of the construction of the above-referenced structure over Seventh and Cedar Streets; and

WHEREAS, substantial public monies will be granted for certain property rights therein, which funds may be used in design and construction of said structure over Cedar Street, and substantial monies will be expended by Oxford in the design and construction of same; and

WHEREAS, on August 26, 1977 a Contract For Sale Of Land For Private Redevelopment, hereinafter "Land Sale Contract", was executed by City, HRA and Oxford Properties U.S. Ltd., hereinafter referred to as "OPUS". All right, title and interest in, and duties and obligations of OPUS under said Contract, have, respectively been assigned and assumed by Oxford; and

WHEREAS, said Land Sale Contract in its Schedule C specifically provided that there shall be constructed a pedestrian skyway bridge from the galleria on Parcel A-3 (Town Square) over Cedar Street which will be connected to Dayton's, and that public funds would be used to construct pedestrian bridges; and

WHEREAS, due to structural and design limitations and difficulties encountered in the design and construction of a typical skyway bridge from Town Square to Dayton's, an alternative design has been agreed upon, which structure will be approximately 44 feet wide, elevated, and will pass westerly from Town Square over the intersection of Cedar and Seventh Place, thence westerly along and over the Seventh Place right-of-way, terminating approximately 93 feet west of Town Square, there connecting by street level entry to Dayton's via a system of escalators; and

WHEREAS, it will be necessary that City vacate certain air rights over and ground rights within public right-of-way to accommodate the private construction and ownership of the structure, and that the parties enter into a Preliminary Agreement concerning cost and construction responsibilities; and

WHEREAS, the structure will be a permanent first phase for the Seventh Place improvements between Wabasha and Cedar Streets, thus further reducing public costs and eliminating the problem of constructing a skyway bridge later; and

WHEREAS, City participation as herein provided will secure approximately \$675,000 of new private development not contemplated in the original Land Sale Contract and will further provide an uninterrupted retail and pedestrian connection from Town Square to Dayton's, creating a unified retail and pedestrian development consistent with the Redevelopment Plan for the Seventh Place Redevelopment Project approved by the Council of the City of Saint Paul on November 16, 1978; and

WHEREAS, the City, by Council File No. 274324, has vacated or will vacate to Oxford the necessary air and ground rights and has granted Oxford permission to construct and operate an elevated structure across Cedar Street at its intersection with Seventh Place, which Resolution is or will be attached hereto as Exhibit B, and incorporated herein by reference; and

WHEREAS, City, pursuant to that certain Urban Development Action Grant ("UDAG") Agreement governing UDAG Grant Number B-79-AA-27-0006, is authorized to use revenues received thereunder by City for community

or economic development activities eligible for assistance under Title I of the Housing and Community Development Act of 1974, as amended.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

STRUCTURE CONSTRUCTION AND COSTS

1. Subject to receiving appropriate authorization therefor from the City and those persons having interests in the abutting real property, Oxford agrees to design, construct and pay for an elevated structure connecting Town Square with Dayton's in accordance with HRA and City approved plans and specifications prepared for Oxford by Skidmore, Owings and Merrill, dated January 16, 1980. Said elevated structure shall include related and integral support structures and related mechanical/electrical equipment for heating, cooling, lighting and roof drainage, which will be tied into the respective systems of Town Square. The structure shall be constructed within the vacated envelope, and shall be approximately 93 feet long (east-west) by 44 feet wide (north-south). The structure shall be designed and constructed so as to accommodate any necessary alterations for addition of a possible future station for the Saint Paul Downtown People Mover (DPM) elevated public transit system and so as to accommodate possible future installation of escalators within the structure up to the proposed DPM station.

2. City shall grant to Oxford a proportion of the costs incurred by Oxford or necessitated by structure construction and completion as follows:

- a. City will grant to Oxford, out of its revenues received, from the proceeds of UDAG Grant No. B-79-AA-27-0006 (or other source if necessary, to be designated), 46% of project costs up to \$575,000. As part of said \$575,000, City will grant costs incurred by Oxford for preliminary designs up to \$5,000.
- b. Oxford will bear the remaining 54% of the first \$1,250,000 of project costs, i.e., \$675,000, and shall bear 100% of all project costs exceeding \$1,250,000.

Project costs shall include any and all costs incurred or necessitated by the project, including, but not limited to, all costs of construction, excavation, necessary developer overhead costs including cost of professional designers and interest and other costs of borrowings, necessary utility work, sidewalk and street repair and replacement, skyway directional sign manufacture and installation, and any as yet unknown or unforeseen costs, design development drawings and working drawings. The City agrees to pay all costs for traffic light and signal repair and replacement and it is further recognized that the HRA is responsible to provide certain utility, sidewalk, street, and relating to the construction of Town Square on the property therein referenced other improvements/under the Land Sale Contract, which costs are not project costs hereunder. Nothing herein, however, shall either prohibit City from or obligate City to absorb any costs attributable to removal, replacement, alteration, or relocation of sewer catch basins, sidewalks, street lights, signs, traffic signals and other public improvements which may be necessitated by any future construction by Oxford in the block bounded by Wabasha, Seventh, Cedar, and Eighth Streets with approval or as may be subject to approval by City or HRA.

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3. Oxford will, on a monthly basis as work is performed, submit all requests for progress payments, and all project bills and invoices to the staff of the Planning and Economic Development Department of City for review and approval. If approved, (which approval shall not

be unreasonably withheld or delayed), City shall pay 46% of the balance due, within 14 days of City receipt of such billing. City must communicate any non-approval of such billings (specifying in detail the reasons for such non-approval and recommendations for achieving approval) to Oxford within 7 days of receipt of such billings; failure to do so shall constitute City approval.

4. Oxford, for itself, and on behalf of Dayton-Hudson Corporation, in consideration of Oxford's undertakings hereunder, shall be required to pay to City \$1.00 as compensation for the vacating of the necessary air and ground rights to accommodate the structure, subject to approval of the Council of the City of Saint Paul.

5. Oxford agrees to grant to the City, upon completion of the structure, a permanent public easement for the Pedestrian Skyway System through the structure in the form of Exhibit A, attached hereto and by reference made a part hereof. It is agreed by Oxford that the easement area through the structure shall be open to the public from 7:00 a.m. to 10:00 p.m., seven days per week, unless hours and terms are agreed to by Oxford and City, which differ therefrom.

6. Oxford agrees that the easements to be granted hereunder shall be designated as public easement and that all ordinances of the City applicable to the System shall govern.

7. It is agreed that the City will use its best efforts to secure a public easement from the point where the easement area granted herein terminates, down the escalators in the Dayton's property, thence to the Cedar Street sidewalk.

8. Oxford further agrees it will grant to City or its assignee, without further consideration, and in the event City requires same for a DPM elevated transit project, the following:

- a. Such additional permanent, public pedestrian concourse easement within the structure as is necessary for reasonable pedestrian transit through the structure after the installation thereof of escalators to the DPM station to be built above and on the structure.
- b. Permanent unrestricted easement for DPM right-of-way and station over and on the structure.
- c. Any easements on property controlled by Oxford necessary to accommodate installation of new storm sewer catch basins.

9. The parties herein expressly have deferred the question of whether and on what basis City or its assignee will pay to Oxford the fair market value of any private retail space taken within the structure to accommodate the construction or installation of the DPM, except that Oxford, as further consideration under this Agreement expressly waives and relinquishes any other claims to non-structural severance damages arising from or out of such event. It is understood that any actual construction costs necessary for construction and completion of the DPM shall not be borne by Oxford.

OPERATION AND MAINTENANCE

10. Oxford, its successors and assigns, shall maintain, repair and operate the electrical and mechanical facilities in and serving the structure at its sole cost and expense, and shall keep and maintain the structure in repair and shall keep it in a reasonably safe

condition for pedestrian travel, clean and free of litter and debris.

11. Oxford, its successors and assigns, further agrees to provide the necessary repairs and maintenance of the structure and its integral parts at its sole expense, without cost to the City or HRA. Such maintenance shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement, roof maintenance, repainting, light bulb replacement and light fixture cleaning. The HRA and City shall be furnished with plans and specifications for all major repairs, replacements, additions or alterations to the structure, 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 within 30 days of receipt shall be deemed approval. It is contemplated by the parties hereto that Oxford will wish to substantially alter and/or demolish and reconstruct the structures at some future date, it being understood, however, that the structures as altered or reconstructed shall contain a permanent public easement for pedestrian ingress, egress and transit, and shall still be designed and constructed so as to accommodate any necessary alterations for addition of a possible future DPM as provided above.

12. Oxford, HRA and City shall enter into a subsequent written agreement which shall be more specific as to all responsibilities as to the structure, and as to the pedestrian concourses to be located within Town Square which connect to the structure but are not dealt within in other skyway and concourse agreements. Such subsequent agreement shall incorporate all the terms and conditions of the Council Resolution authorizing the vacation of the air and ground rights herein,

including but not limited to, those concerning surety bonds, insurance, maintenance, operation and repair, abandonment, etc.

13. It is understood that Oxford shall enter into a separate agreement with the owners and parties in interest of the Dayton's Department Store property concerning maintenance, repair, operation, construction and encroachment, if any, of the structure or its integral parts or adjacent access areas, and that City shall be furnished a copy of such agreement. It is contemplated that City shall receive some form of grants of public easement or other interest from said property owners which will provide continuous vertical access from public sidewalk to the foot of the said escalators, and wherever else necessary to assure continuous pedestrian transit.

14. If Oxford fails to adequately maintain, repair and operate the said structure and adjacent access areas to a reasonable standard of safety, or shall fail to undertake reasonable maintenance or repair of the easement area on its property, within 30 days after receipt of written demand therefor by the City, (or such longer period as may be reasonably necessary to remedy said failure provided that Oxford is proceeding with reasonable diligence to remedy the same) the City may undertake said reasonable necessary maintenance and operating tasks, and the costs incurred by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by Oxford or its 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.

BINDING OBLIGATIONS

15. This Agreement and all its provisions are subject to the terms and conditions of the aforesaid Council Resolution, as adopted by the Council of the City of Saint Paul, and all its terms and conditions are incorporated herein by reference.

16. The parties agree that in the construction, maintenance and operation of the concourse, they shall be bound by all codes and ordinances governing the System and the structure insofar as applicable.

17. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties and their successors in interest and assigns, and shall continue in force until such time as said concourse system or that part provided for herein is vacated or abandoned in the manner permitted by law or terminated in accordance with the grants of easement.

18. The parties hereto agree in good faith to negotiate any changes in this Agreement which may be requested by Oxford's interim and permanent lenders for Town Square.

19. Oxford reserves unto itself the unconditional right and privilege of selling, conveying and transferring its 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 Oxford's interest, Oxford shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of Oxford contained in this Agreement thereafter to be performed; provided that Oxford's successor fully and

without limitation assumes in writing all duties, responsibilities, and covenants of Oxford under this Agreement.

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

To City and HRA: City of Saint Paul
Donald Nygaard, Director
Department of Public Works
City of Saint Paul
6th Floor, City Hall Annex
25 W. 4th Street
St. Paul, Minnesota 55102

And

HRA/City of Saint Paul, Minnesota
Renewal Administrator
HRA/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 W. 4th Street
St. Paul, Minnesota 55102

And

City of Saint Paul
Bernard J. Carlson, Director
Department of Finance and Management Services
Room 113, City Hall
St. Paul, Minnesota 55102

To Oxford: Oxford Development Minnesota, Inc.
St. Paul Town Square
628 North Central Tower
445 Minnesota Street
Saint Paul, Minnesota 55101

And

Oxford Development Minnesota, Inc.
555 Peavey Building
730 Second Avenue South
Minneapolis, Minnesota 55402

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

By Joanne Showalter
Its

By George McMahon
Its

APPROVED AS TO FORM

Philip B. Byrne

CITY OF SAINT PAUL

By Peter Hame CE
Its Mayor (acting)

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

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

By [Signature]
Its City Clerk

Interim funding: 36613 CF 274324
to be reimbursed from: 36904
(by cash transfer)

OXFORD DEVELOPMENT MINNESOTA, INC.

By R.V. Hovelson
Its Vice President

By Lindley C. Deardorff
Its Vice President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this
25th day of February, 1980, by R. V. Hovelson the
Vice President, and Lindley C. Deardorff the
Vice President of Oxford Development Minnesota, Inc., a
Minnesota corporation, on behalf of the corporation.

Gayle R. Heinrich
GAYLE R. HEINRICH
Notary Public, Hennepin Cty., Minn.
My commission expires Aug. 27, 1983

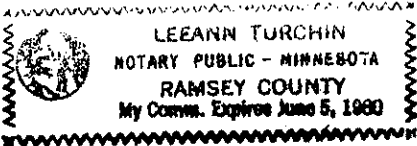
STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

17th The foregoing instrument was acknowledged before me this
day of March, 1980, by James Shwatter the
Chairman, and Gary J. Nelson the
Secretary of the Housing and Redevelopment
Authority of the City of Saint Paul, Minnesota, a Minnesota public
body corporate and politic, on behalf of the corporation.

Laverne Nelson
LAVERNE NELSON
WASHINGTON COUNTY
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES NOV. 8, 1985

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

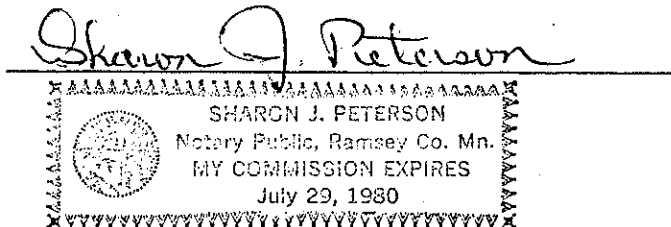
The foregoing instrument was acknowledged before me this 12th day of March, 1980, by George Latimer, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



[Signature]

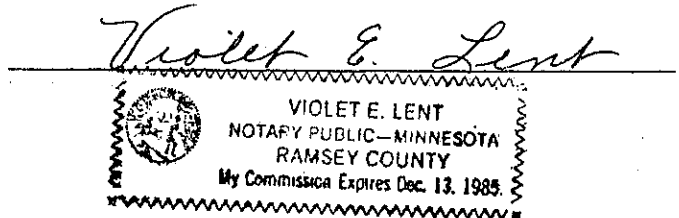
STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 11th day of March, 1980, by Gary 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)

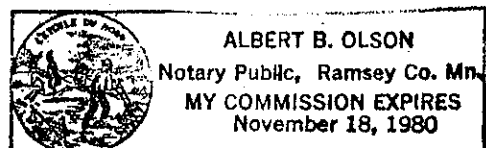
The foregoing instrument was acknowledged before me this 14 day of March, 1980, by Dennis Carlson, Director of the Department of Finance and Management Services for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.



STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 13th day of March, 1980, by Olene Myr, City Clerk for the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

[Signature]



GRANT OF EASEMENT

WHEREAS, OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter called "Grantor", is the owner in fee, (excepting that part accruing to Lot 13, Block 12, Bazil and Guerin's Addition to St. Paul, wherein Grantor is lessee under that certain lease executed by Joseph W. Lund, Richard S. Willis, William H. Doughty, Ross J. Beatty, and John T. Fallon, Trustees of Bradley Real Estate Trust, to Oxford Properties U.S. Ltd., an Alberta, Canada, corporation authorized to do business in Minnesota as Oxford Properties U.S. Ltd., Inc., dated September 1, 1978) 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 _____ between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, and Grantor, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit through Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

NOW, THEREFORE, in pursuance of that Agreement, and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for public pedestrian ingress, egress and transit in, through and over the Property and the structures thereon, along a path between: (a) a line extended from a point on the westerly extension of the southerly line of Block 20, Roberts and Randall's Addition to St. Paul distant 1.0 foot westerly of, measured at right angles to, the westerly line of said Block 20 to a point on the westerly extension of the northerly line of Block 5, City of St. Paul (St. Paul Proper) distant 1.0 foot westerly of, measured at right angles to, the westerly line of said Block 5; and (b) the northerly line of Lot 1, Block 6, City of St. Paul (St. Paul Proper), at the location where the escalators constructed or to be constructed in the Property transect such line, said path being referred to as the "easement area". The easement area shall be defined by Grantor by notice to the City of Saint Paul, and may be altered from time to time by Grantor by notice to the City of Saint Paul, but shall not be unduly circuitous and shall at all times and at all points along its length, except where the structural design of the structure is such that such width is impossible, be at least 12 feet in width.

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

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

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

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

- 3 -

Council Resolution

Presented By

Referred To

Committee:

Date

Out of Committee By

Date

RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPMENT CONTRACT FOR THE CEDAR STREET RETAIL BRIDGE

WHEREAS, the Council of the City of Saint Paul approved on January 17, 1980, subject to certain conditions which must be accepted and performed by Oxford Development Minnesota, Inc. (Oxford) and Dayton-Hudson Corporation (Dayton), the vacation of certain air, surface and subsurface rights over, in and under Seventh Place and Cedar Street in the City of Saint Paul; and

WHEREAS, the Council has further authorized and permitted Oxford, subject to certain conditions, to construct a retail and pedestrian concourse elevated structure over Seventh Place and Cedar Street, which will contain public easement areas for the Saint Paul Skyway System connection from Town Square to Dayton's Department Store; and

WHEREAS, on behalf of the City, there has been negotiated preliminarily, subject to this Council's approval, a certain "Block 26 - Phase One, Seventh and Cedar Bridge and Concourse Construction and Cost Preliminary Agreement", which Agreement further delineates the responsibilities of Oxford, City and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (HRA) as to the distribution of cost responsibility and conditions and covenants under which the structure may be constructed; and

WHEREAS, the funding for the City grant portion of the cost responsibility, not to exceed \$575,000, is to be drawn from the Urban Development Action Grant (UDAG) funds generated from the payback of Grant No. B-79-AA-27-0006, and that interim funding therefore may be drawn from HRA tax levy funds, to be reimbursed

COUNCILMEN

Yeas

Nays

Butler

Hozza

Hunt

Levine

Maddox

Showalter

Tedesco

In Favor

Against

Adopted by Council:

Date

Certified Passed by Council Secretary

Approved by Mayor:

Date

By

Requested by Department of:

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

EXHIBIT B

Council Resolution

Presented By _____

Referred To _____

Committee: _____

Date _____

Out of Committee By _____

Date _____

2.

by said UDAG payback, when available.

NOW THEREFORE, BE IT RESOLVED THAT:

1. All appropriate City officials and agents are hereby authorized to execute the "Block 26 - Phase One, Seventh and Cedar Bridge and Concourse Construction and Cost Preliminary Agreement" in its present form.

2. Funding for the City grant commitment thereunder, not to exceed \$575,000, shall be from the anticipated payback of funds generated by UDAG Grant No. B-79-AA-27-0006, that interim funding therefore may be drawn from HRA tax levy funds, to be reimbursed by said UDAG payback, when available.

COUNCILMEN

Nays

~~McMAHON~~
~~Butler~~
~~Hezza~~
 Hunt
 Levine
 Maddox
 Showalter
 Tedesco

6

In Favor

0

Against

Adopted by Council: _____

Date

JAN 22 1980

Certified Passed by Council Secretary

Approved by Mayor: _____

Date

JAN 24 1980

By _____

Requested by Department of:

P.F.D.

By _____

Gay E. Stathis DSN

Form Approved by City Attorney

By _____

James T. Hall

Approved by Mayor for Submission to Council

By _____

Richard Knobel

PUBLISHED FEB 2 1980

Schedule A - Parcel 7

0680
19,50
4.20
16.2
C

OFFICE CO. RECORDER
RAMSEY COUNTY MN
CERT. RECORDED IN

NOTED BY AUDITOR

10-27-1999

1999 OCT 27 P 2:00

COUNTY RECORDER

BY L. Paul DEPUTY

Auditor, Ramsey County, Minnesota

By A. Khan

(Above Space Reserved For Recording Information)

GRANT OF EASEMENT

This instrument is made as of the 7th day of June, 1999, by **Principal Life Insurance Company**, an Iowa corporation ("Grantor"), in favor of the **City of Saint Paul**, a municipal corporation (the "City").

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

Grantor has agreed, pursuant to that Agreement dated August 1, 1990, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, and Grantor, to grant to the City of Saint Paul a public easement for purposes of ingress, egress and pedestrian transit through the Cedar Street Skyway adjacent to Grantor's Property for the Pedestrian Concourse System of the City of Saint Paul, hereinafter the "System."

NOW, THEREFORE, in consideration of the covenants contained herein, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant to the City an easement for public pedestrian ingress, egress, and transit in, through, and over the skyway area depicted in Exhibit B attached hereto ("Easement Area") and legally described in Exhibit C attached hereto. The Easement Area may be altered from time to time by Grantor by notice to the City of Saint Paul, but shall not be unduly circuitous and shall at all times and at all points along its length, except where the structural design is such that such width is impossible, be at least 12 feet in width.

The Easement Area is subject to such reasonable policy measures regarding open hours and closing any part or all of the Easement Area within, on, or over Grantor's Property and regarding public conduct within the System, as the City may, by ordinance, from time to time determine.

The public's right herein to ingress and egress and pedestrian transit in and through the Easement Area granted to the City herein shall also be and hereby is made subject to such reasonable measures regarding open hours and temporarily closing part(s) or all of the Easement Areas within

10/14

RETURN TO Chicago Title

3281736

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

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

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

a. In the event the easement granted herein is vacated, abandoned, or terminated in the manner permitted by law.

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

Grantor, for itself, its successors and assigns, does hereby agree for and during the life of said easement, that Grantor or its designee by separate agreement shall be responsible for and provide for the cost of all repairs, operation, improvements, and replacements of the Easement Area described herein, it being understood that the aforesaid covenant shall run with the land.

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

3281736

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

PRINCIPAL LIFE INSURANCE COMPANY,
an Iowa corporation

By Thomas J. Bell
Its Thomas J. Bell, Associate Director
Commercial Real Estate



By David M. Dimond
Its David M. Dimond
Director
Engineering Services

STATE OF IOWA)
) ss.
COUNTY OF Polk)

This instrument was executed before me on the 8 day of June, 1999, by
Thomas J. Bell and David M. Dimond, the
Associate Director and Director, respectively, of Principal Life Insurance
Company, an Iowa corporation, on behalf of the corporation.

Wanda M. Homan
Notary Public

This instrument drafted by:

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



CMM 966533 eas

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EXHIBIT A

PARCEL 1:

Lots 1 and 2, Pfeifer's Place Plat 1.

Lots 1, 2, 3 and 4, Pfeifer's Place Plat 2.

Those parts of Lots 1 to 7, inclusive, and that part of Lot 17, all in Block 12, Bazil and Guerin's Addition to Saint Paul, all described as commencing at the most Northerly corner of Lot 1, Pfeifer's Place Plat 1; thence Westerly along the Northerly line of said Lot 1 a distance of 58/100 feet to the actual point of beginning of the land herein described; thence Westerly along a tangential curve concave to the North having a radius of 505.44 feet a distance of 217.23 feet; thence Westerly along a reverse curve concave to the South having a radius of 419.44 feet; a distance of 123.37 feet to the intersection with the Westerly line of said Lot 6; thence Southerly along the Westerly line of said Lots 6 and 7 a distance of 80.63 feet to the most Westerly corner of Lot 1, Pfeifer's Place Plat 2; thence Easterly along the Northerly line of said Pfeifer's Place Plat 2 and along the Northerly line of Pfeifer's Place Plat 1 to the actual point of beginning.

Torrens Certificate No. 380010

PARCEL 2:

Lots 11 and 12, Block 12, Bazil and Guerin's Addition to St. Paul;

All of Lots 13 and 14, Block 12, said Bazil and Guerin's Addition to St. Paul.

All of Lot 15, Block 12, said Bazil and Guerin's Addition to St. Paul.

All of Lot 16, Block 12, said Bazil and Guerin's Addition to St. Paul, except that part of said Lot 16 embraced within Pfeifer's Place Plat 1.

Abstract.

3281736

PARCEL 3:

That part, to be vacated, of East 8th Street, now designated as East Seventh Street, as now opened, which lies Northeasterly of the following described Line 1 and lying Southwesterly of the following described Line 2:

Line 1:

Commencing at the most Northerly corner of Lot 1, Pfeifer's Place Plat 1; thence Westerly along the Northerly line of said Lot 1 a distance of 0.58 feet; thence Westerly along a tangential curve concave to the North having a radius of 505.44 feet a distance of 217.23 feet; thence Westerly along a reverse curve concave to the South having a radius of 419.44 feet, a distance of 123.37 feet to a point of intersection with the Westerly line of said Lot 6, said point of intersection being distant 80.63 feet Northerly of the most Westerly corner of Lot 1, Pfeifer's Place Plat 2, as measured along the Westerly line of Lots 6 and 7, said Block 12, and there terminating.

Line 2:

Commencing at the most Westerly corner of Lot 1, Pfeifer's Place Plat 2; thence on an assumed bearing of N 34 degrees 53 minutes 50 seconds W along the Westerly line of Lots 7 and 6, said Block 12, a distance of 60.80 feet to the actual point of beginning of said Line 2; thence N 55 degrees 09 minutes 52 seconds E a distance of 51.83 feet; thence Easterly along a tangential curve concave to the South having a radius of 266.00 feet for a distance of 27.76 feet, more or less, to its intersection with the above described Line 1, said point of intersection being the beginning of the part of East Eighth Street, now designated as East Seventh Street, to be vacated; thence continuing Easterly along said curve concave to the South, having a radius of 266.00 feet for a distance of 99.29 feet; thence N 82 degrees 31 minutes 51 seconds E a distance of 18.59 feet; thence Easterly along a tangential curve concave to the North having a radius of 294.00 feet for a distance of 33.42 feet, more or less, to its intersection with the above described Line 1 and there terminating.

All according to the recorded plats, thereof on file and of record in the office of the County Recorder, Ramsey County, Minnesota.

Abstract.

Note for information:

Said parcel is only a proposed parcel description and is subject to amendment to reflect the legal description contained in the Resolution vacating East Eighth Street, now designated as East Seventh Street.

PARCEL 4:

All that part of East Seventh Place (formerly East Seventh Street) lying between the northerly extensions of the southwesterly and northeasterly lines of Block 6, City of St. Paul, commonly referred to as St. Paul Proper; except the Southerly 30 feet thereof, as vacated by City Council Resolutions No. 274340 and No. 85-104.

Abstract.

PARCEL 5:

That part of Lots 1, 4 and 5, in Block 6, Town of St. Paul, commonly referred to as "St. Paul Proper," which lies Northwesternly of the following described line:

Commencing at the most Westerly corner of Lot 8, said Block 6; thence Southeasterly along the Southwesterly line of said Lot 8, a distance of 7.77 feet to the point of beginning of the line to be described; thence Northeasterly to a point in the Northeasterly line of said Block 6, said point being 1.25 feet Southeasterly from the most Northerly corner of said Block 6, as measured along said Northeasterly line of Block 6, and there terminating (hereinafter referred to as "Line A"); together with all of vacated East Seventh Place, formerly East Seventh Street, adjoining said parts of Lots 1, 4 and 5, which lies between said Block 6 and Block 12, Bazil and Guerin's Addition to St. Paul, and that part of the Southwesterly half of adjoining Cedar Street lying between the extensions across it of said Line A and the Northwesternly line of the Southeasterly half of vacated East Seventh Place, formerly East Seventh Street.

Torrens Certificate No. 380010

PARCEL 6:

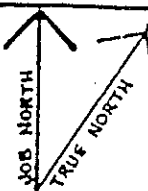
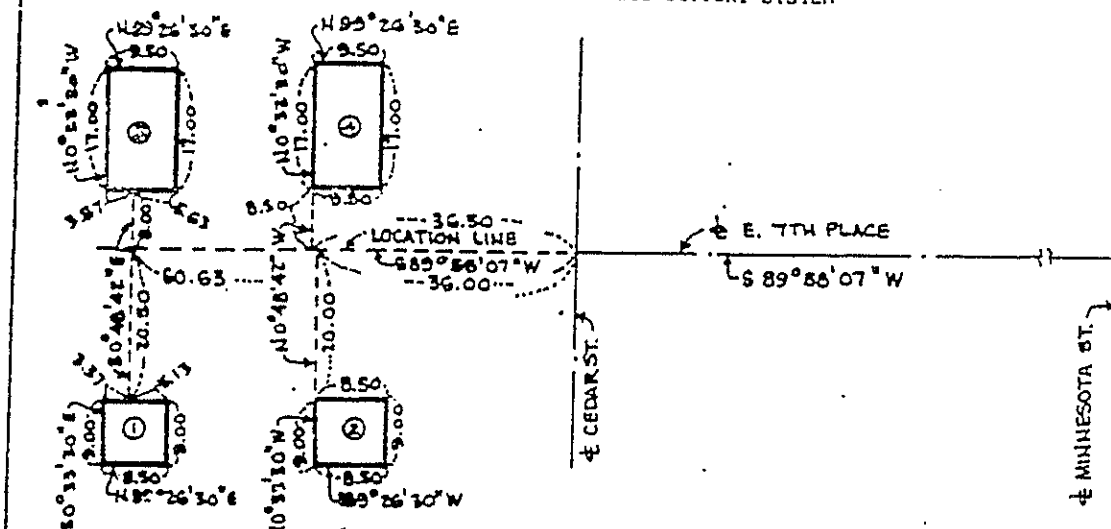
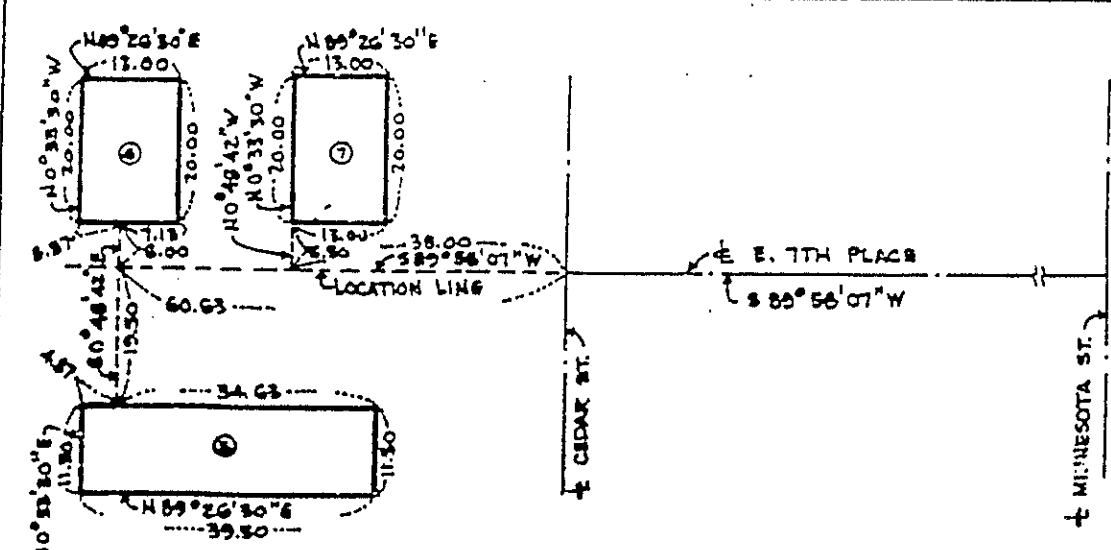
That part of Lot 6 and the Northerly 90 7/12 feet of Lots 7 and 8, Block 6, Town of St. Paul, commonly referred to as "St. Paul Proper," which lies Northwesternly of the following described line:

Commencing at the most Westerly corner of said Lot 8, Block 6, thence Southeasterly along the Southwesterly line of said Lot 8, a distance of 7.77 feet to the point of beginning of the line to be described, thence Northeasterly to a point in the Northeasterly line of said Block 6, said point being 1.25 feet Southeasterly from the most Northerly corner of said Block 6, as measured along said Northeasterly line of Block 6, and there terminating (hereinafter referred to as "Line A"); together with all of vacated East Seventh Place, formerly East Seventh Street adjoining said parts of Lots 6, 7 and 8, which lies between said Block 6 and Block 12, Bazil and Guerin's Addition to Saint Paul, and that part of the Northeasterly half of adjoining Wabasha Street lying between the extensions across it of said Line A and the Northerly line of the Southerly half of vacated East Seventh Place.

Torrens Certificate No. 380010

3281736

EXHIBIT B

	C. E. COULTER & ASSOCIATES, INC. JOHN A. PETERSON FRANK R. LENZ JR. PROFESSIONAL REGISTERED SURVEYORS REGISTERED IN MINNESOTA & WISCONSIN LICENSED IN CITY OF MINNEAPOLIS 3300 LYNDALE AVE. SO. MINNEAPOLIS, MINN. 55408 TELEPHONE 1 612-824-0370	 JOB NORTH TRUE NORTH				
DETAILS FOR EASEMENTS PERTAINING TO SKYWAY & ITS SUPPORT SYSTEM						
 The map shows a skyway system with four rectangular structures labeled 1, 2, 3, and 4. Structure 1 is at the bottom left, 2 at the bottom right, 3 at the top left, and 4 at the top right. A dashed line labeled 'LOCATION LINE' runs horizontally through the center. To the right of the location line is 'E. 7TH PLACE' with a bearing of S 89° 56' 07" W. To the left of the location line are 'CEDAR ST.' and 'MINNESOTA ST.' with bearings of S 89° 56' 07" W. Various dimensions and bearings are noted around the structures and along the location line.						
 This map shows a similar skyway system with three rectangular structures labeled 1, 2, and 3. Structure 1 is at the bottom left, 2 at the bottom right, and 3 at the top left. A dashed line labeled 'LOCATION LINE' runs horizontally through the center. To the right of the location line is 'E. 7TH PLACE' with a bearing of S 89° 56' 07" W. To the left of the location line are 'CEDAR ST.' and 'MINNESOTA ST.' with bearings of S 89° 56' 07" W. Various dimensions and bearings are noted around the structures and along the location line.						
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. <i>John A. Peterson</i> DATE <u>11/13/18</u> REG. NO. <u>6267</u>						
CLIENT OXFORD PROPERTIES, INC. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">JOB NO. 10,177A</td> <td style="width: 50%;">SCALE 1" = 20'</td> </tr> <tr> <td>BLK/PS. 645/1+</td> <td>SHEET 1 OF 3</td> </tr> </table>			JOB NO. 10,177A	SCALE 1" = 20'	BLK/PS. 645/1+	SHEET 1 OF 3
JOB NO. 10,177A	SCALE 1" = 20'					
BLK/PS. 645/1+	SHEET 1 OF 3					



JOHN A. PETERSON

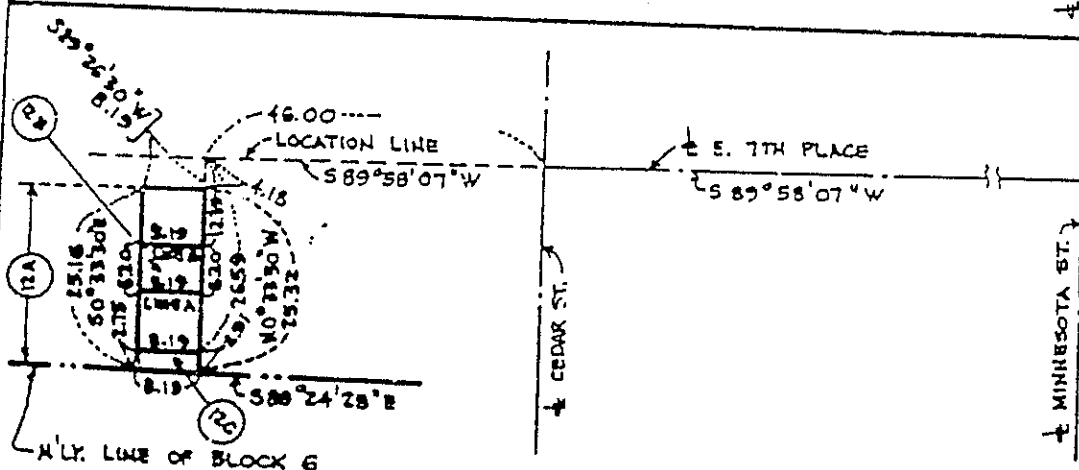
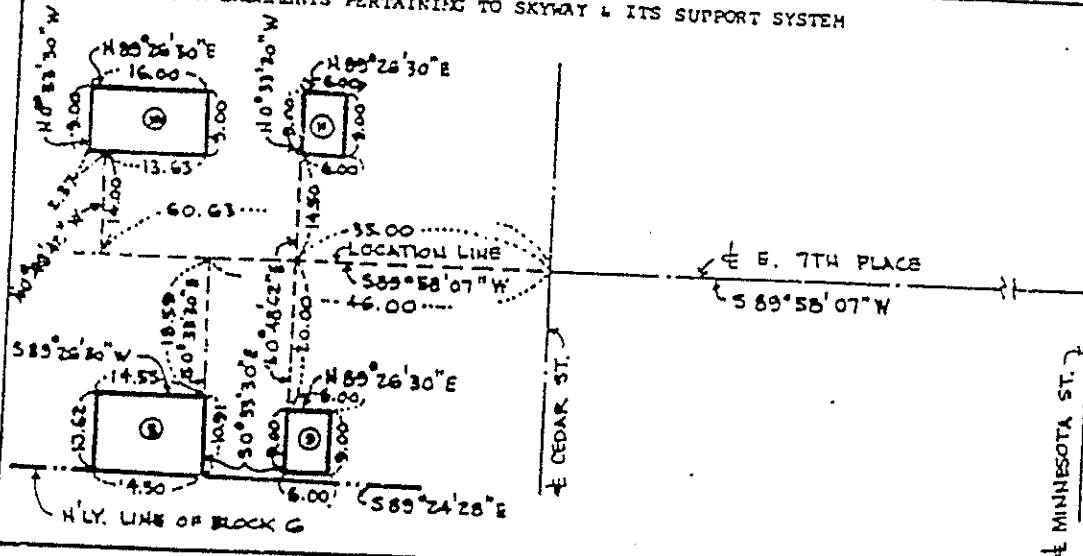
FRANK R. LEVY JR.

LICENSED IN CITY OF INDIANAPOLIS

3300 LYNDALE AVE. SO.
MINNEAPOLIS, MINN 55408

TELEPHONE : 612 - 824 - 0370

DETAILS FOR EASEMENTS PERTAINING TO SKYWAY & ITS SUPPORT SYSTEM



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

CLIENT OXFORD PROPERTIES, INC.

JOB NO. 10,173.

SCALE 1" = 20'

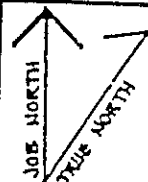
DC/Pg. 645/1+

SHEET 7 OF 3

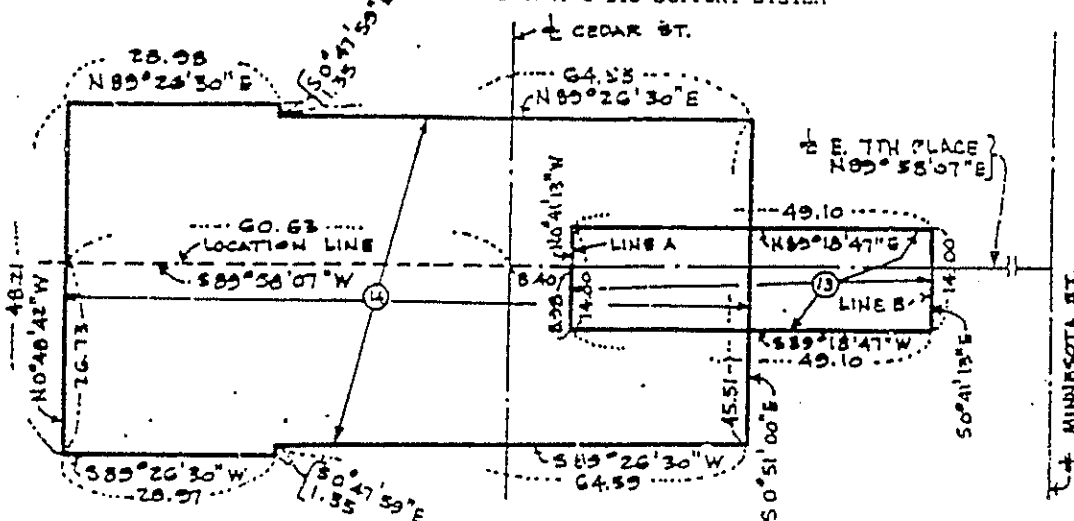
MSK

REC. NO. 6267

~~B-3~~



DETAILS FOR EASEMENTS PERTAINING TO SKYWAY & ITS SUPPORT SYSTEM



GENERAL NOTES:

1. All bearings shown are assumed.
2. Circled figures denote parcel numbers in legal descriptions for easements.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

NOTES

10/3/80

FILE NO.

6267

CLIENT OXFORD PROPERTIES, INC.

JOB NO. 10,177A

SCALE 1" = 20'

DL/PL 645/1+

SHEET 3 OF 3

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EXHIBIT C

LEGAL DESCRIPTIONS

Parcel 1 (Pile at SW Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 69.25 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W, along the westerly extension of the centerline of East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence S0°48'42"E a distance of 20.50 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 3.37 feet; thence S0°33'30"E a distance of 9.00 feet; thence N89°26'30"E a distance of 8.50 feet; thence N0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 5.13 feet, more or less, to the actual point of beginning.

Parcel 2 (Pile at SE Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 69.25 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W, along the westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 36.00 feet; thence S0°48'42"E a distance of 20.00 feet to the actual point of beginning of the parcel to be described; thence N89°26'30"E a distance of 8.50 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 8.50 feet; thence N0°33'30"W a distance of 9.00 feet, more or less, to the actual point of beginning.

Parcel 3 (Pile at NW Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 71.5 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W along the westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence N0°48'42"W a distance of 8.00 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 3.87 feet; thence N0°33'30"W a distance of 17.00 feet; thence N89°26'30"E a distance of 9.50 feet; thence S0°33'30"E a distance of 17.00 feet; thence S89°26'30"W a distance of 5.63 feet, more or less, to the actual point of beginning.

Parcel 4 (Pile at NE Corner)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying below a plane surface at elevation 70.50 feet and lying within the following described boundaries:

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Parcel 4 (continued)

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S39°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 36.50 feet; thence N0°48'42"W a distance of 8.50 feet to the actual point of beginning of the parcel to be described; thence N0°33'30"W a distance of 17.00 feet; thence N89°26'30"E a distance of 9.50 feet; thence S0°33'30"E a distance of 17.00 feet; thence S89°26'30"W a distance of 9.50 feet, more or less, to the actual point of beginning.

Parcel 5 (Cape and Grade BMS)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 72.38 feet and a plane surface at elevation 69.25 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence S0°48'42"E a distance of 19.50 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 4.87 feet; thence S0°33'30"E a distance of 11.50 feet; thence N89°26'30"E a distance of 19.50 feet; thence N0°33'30"W a distance of 11.50 feet; thence S89°26'30"W a distance of 34.63 feet, more or less, to the actual point of beginning.

Parcel 6 (NW Pile Cap)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 73.90 feet and a plane surface at elevation 71.50 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence N0°48'42"W a distance of 6.00 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 5.87 feet; thence N0°33'30"W a distance of 20.00 feet; thence N89°26'30"E a distance of 13.00 feet; thence S0°33'30"E a distance of 20.00 feet; thence S89°26'30"W a distance of 7.13 feet, more or less, to the actual point of beginning.

Parcel 7 (NE Pile Cap)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 73.63 feet and a plane surface at elevation 70.50 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 38.00 feet; thence N0°48'42"W a distance of 6.50 feet to the actual point of beginning of the parcel to be described; thence N0°33'30"W a distance of 20.00 feet; thence N89°26'30"E a distance of 13.00 feet; thence S0°33'30"E a distance of 20.00 feet; thence S89°26'30"W a distance of 13.00 feet, more or less, to the actual point of beginning.

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Parcel 8 (SW at Surface and Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 72.38 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W, along the westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 18.59 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 14.55 feet; thence S0°48'42"E a distance of 10.62 feet, more or less, to the northerly line of Block 6, City of St. Paul (St. Paul Proper); thence S89°24'28"E, along said northerly line of Block 6, a distance of 14.50 feet, more or less, to an intersection with a line bearing S0°33'30"E from the actual point of beginning; thence N0°33'30"W a distance of 10.91 feet, more or less, to the actual point of beginning.

Parcel 9 (SE at Surface)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 72.36 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W, along the westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 35.00 feet; thence S0°48'42"E a distance of 20.00 feet to the actual point of beginning of the parcel to be described; thence N89°26'30"E a distance of 6.00 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 6.00 feet; thence N0°33'30"W a distance of 9.00 feet, more or less, to the actual point of beginning.

Parcel 10 (NW at Surface)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 73.90 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W, along the westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence N0°48'42"W a distance of 14.00 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 2.37 feet; thence N0°33'30"W a distance of 9.00 feet; thence N89°26'30"E a distance of 16.00 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 13.63 feet, more or less, to the actual point of beginning.

Parcel 11 (NE at Surface)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.35 feet and a plane surface at elevation 73.63 feet and lying within the following described boundaries:

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Parcel 11 (continued)

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 35.00 feet; thence N0°48'42"W a distance of 14.50 feet to the actual point of beginning of the parcel to be described; thence N0°33'30"W a distance of 9.00 feet; thence N89°26'30"E a distance of 6.00 feet; thence S0°33'30"E a distance of 9.00 feet; thence S89°26'30"W a distance of 6.00 feet, more or less, to the actual point of beginning.

Parcel 12A (Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 89.00 feet and a plane surface at elevation 87.09 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 4.18 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 8.19 feet; thence S0°33'30"E a distance of 25.16 feet, more or less, to the Northerly line of Block 6, City of St. Paul (St. Paul Proper); thence S89°24'28"E along said Northerly line of Block 6 a distance of 8.19 feet, more or less, to an intersection with a line bearing S0°33'30"E from the actual point of beginning; thence N0°33'30"W a distance of 25.32 feet, more or less, to the actual point of beginning.

Parcel 12B (Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 87.09 feet and a sloping plane surface having an elevation of 83.81 feet along the hereinafter described Line A and having an elevation of 87.09 feet along the hereinafter described Line B and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°58'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 12.39 feet to the actual point of beginning of the parcel to be described; thence continuing S0°33'30"E a distance of 6.20 feet; thence S89°26'30"W, along a line referred to as Line A, a distance of 8.19 feet; thence N0°33'30"W a distance of 6.20 feet; thence N89°26'30"E, along a line referred to as Line B, a distance of 8.19 feet, more or less, to the actual point of beginning.

Parcel 12C (Portion of Escalator)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street lying between a plane surface at elevation 93.50 feet and a plane surface at elevation 89.00 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally layed out; thence on an assumed bearing of S89°50'07"W, along the Westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as layed out between Minnesota Street and Cedar Street, a distance of 46.00 feet; thence S0°33'30"E a distance of 26.59 feet to the actual point of beginning of the parcel to be described; thence S89°26'30"W a distance of 8.19 feet; thence S0°33'30"E a distance of 2.75 feet, more or less, to the Northeastly line of Block 6, City of St. Paul (St. Paul Proper); thence S89°24'28"E along said Northerly line of Block 6 a distance of 8.19 feet, more or less, to an intersection with a line bearing S0°33'30"E from the actual point of beginning; thence N0°33'30"W a distance of 2.91 feet, more or less, to the actual point of beginning.

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Parcel 13 (Ramp)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street, lying below a sloping plane surface having an elevation of 91.88 feet along the hereinafter described Line A and having an elevation of 88.37 feet along the hereinafter described Line B; lying above a sloping plane surface having an elevation of 89.10 feet along said Line A and having an elevation of 87.34 feet along said Line B and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of N89°58'07"E, along said centerline of East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 8.40 feet; thence S0°41'13"E a distance of 8.98 feet to the actual point of beginning of the parcel to be described; thence N0°41'13"W, along a line referred to as Line A, a distance of 14.00 feet; thence N89°18'47"E a distance of 49.10 feet; thence S0°41'13"E, along a line referred to as Line B, a distance of 14.00 feet; thence S89°18'47"W a distance of 49.10 feet, more or less, to the actual point of beginning.

Parcel 14 (Bridge)

That part of East Seventh Place (formerly East Seventh Street) and Cedar Street, lying between a plane surface elevation of 109.22 feet and a plane surface elevation of 87.14 feet and lying within the following described boundaries:

Commencing at the centerline intersection of said East Seventh Place (formerly East Seventh Street) and Cedar Street, as said streets were originally laid out; thence on an assumed bearing of S89°58'07"W, along the westerly extension of the centerline of said East Seventh Place (formerly East Seventh Street) as laid out between Minnesota Street and Cedar Street, a distance of 60.63 feet; thence S0°48'42"E a distance of 26.73 feet to the actual point of beginning of the parcel to be described; thence N0°48'42"W a distance of 48.21 feet; thence N89°26'30"E a distance of 28.98 feet; thence S0°47'59"E a distance of 1.35 feet; thence N89°26'30"E a distance of 64.55 feet; thence S0°51'00"E a distance of 45.51 feet; thence S89°26'30"W a distance of 64.59 feet; thence S0°47'59"E a distance of 1.35 feet; thence S89°26'30"W a distance of 28.97 feet, more or less, to the actual point of beginning.

All in Ramsey County, Minnesota.

For the purposes of the legal descriptions contained herein, the elevations are to City of St. Paul Datum. Elevation 0.0 feet, City of St. Paul Datum, equals elevation 694.10 U.S. Coast and Geodetic Mean Sea Level Datum of 1929.