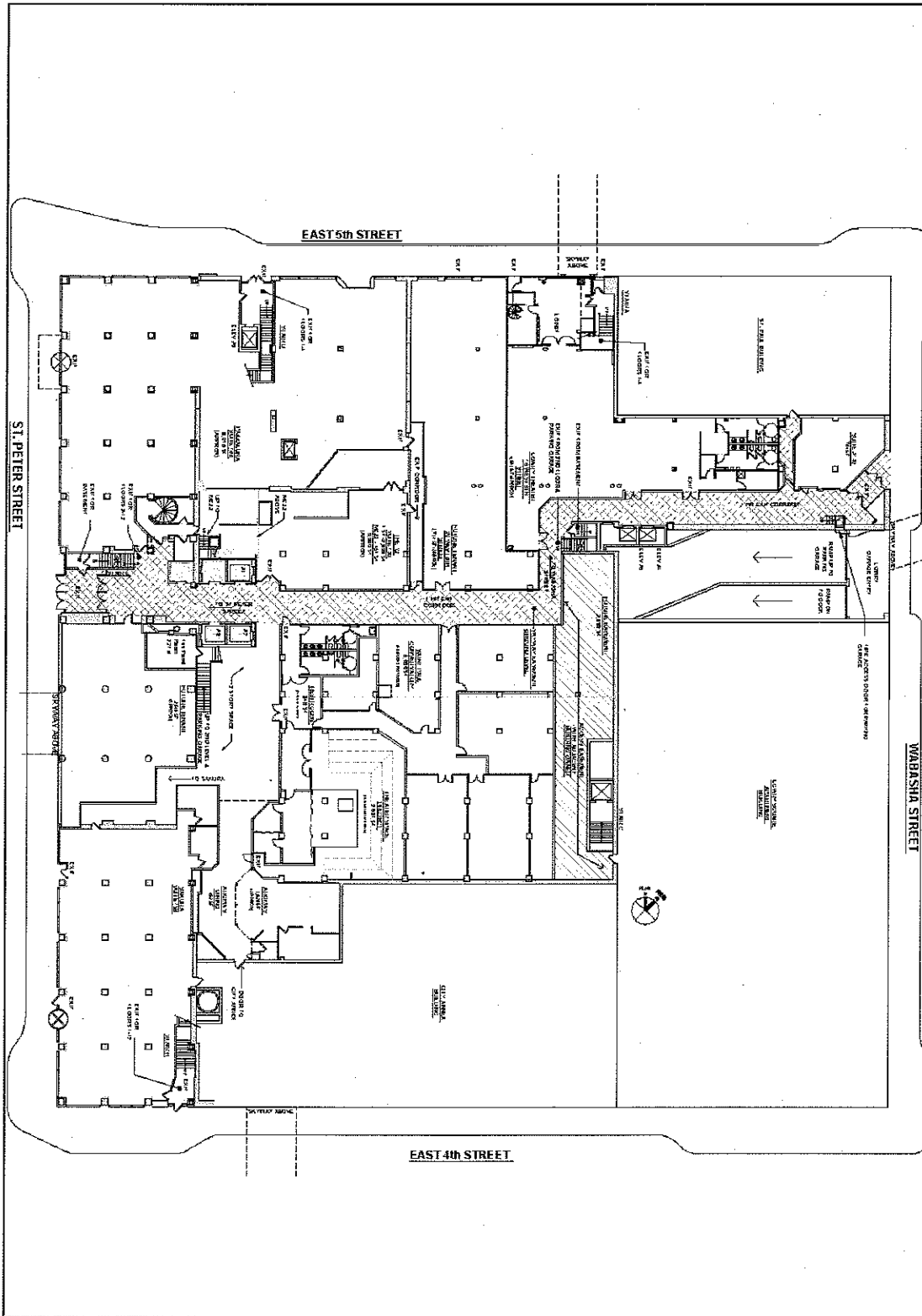


EXHIBIT A

SKYWAY EASEMENT



LOWRY BUILDING	
REDEVELOPMENT	
377 N. PETER ST.	
ST. PETER, MN	
DATE: 07-07-08	
PROJECT: 1ST FLOOR	
PLAN: 07-07-08	
SCALE: 1/8" = 1'-0"	
DRAWN BY: [blank]	
CHECKED BY: [blank]	
APPROVED BY: [blank]	
DATE: [blank]	
PROJECT NO.: [blank]	
SHEET NO.: [blank]	
TOTAL SHEETS: [blank]	
PROJECT LOCATION: [blank]	
PROJECT DESCRIPTION: [blank]	
PROJECT OWNER: [blank]	
PROJECT ARCHITECT: [blank]	
PROJECT ENGINEER: [blank]	
PROJECT CONSULTANT: [blank]	
PROJECT CONTRACTOR: [blank]	

SKY WALK EASEMENT
GROUND LEVEL



Agreement Regarding
Construction, Maintenance and Operation
of a Skyway Bridge Over Fifth Street
Between Wabasha and St. Peter Streets
and Associated Pedestrian Concourses

Lawson Center Lawson Building
Lawson Center Parking Garage

By and Among

City of Saint Paul, Minnesota;

Housing and Redevelopment
Authority of the City of
Saint Paul, Minnesota;

Port Authority of the City of Saint Paul;

and

Rice Park Associates LLC

CONTENTS OF AGREEMENT

<u>TOPIC</u>	<u>PAGE</u>
BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES	2
1. Design and Construction	2
2. Bridge HVAC, Lighting, Drainage Systems	3
3. Authority's Assignment of Warranties	3
PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS.....	3
4. Concourse Access.....	3
5. Concourse Construction	3
POSSIBLE SIXTH STREET SKYWAY	4
6. Sixth Street Skyway Bridge.....	4
7. Extension of Skyway Concourse.....	4
EASEMENTS AND HOURS.....	4
8. Grant of Easement and Hours.....	4
9. Easement Description.....	5
10. Width of Easement	5
11. Easement Survey.....	5
12. Easements Public and Subject to Law.....	5
13. Waiver of Share in Damages	5
14. Ownership of Bridge	5
OPERATION, MAINTENANCE AND REPAIR	5
15. Authority Transfer of Plans, Drawings. Etc	5
16. Scope of Maintenance: Approval of Modifications.....	5
17. Port Authority, Rice Park and Authority Agreement to Maintain	6

18. Maintenance of the Concourse and Carpet.....	7
19. Failure to Maintain; Remedies.....	7
20. Advertising; Signage.....	8
SURETY BONDS AND INSURANCE	8
21. \$100,000 Surety Bond; Contractor's Insurance.....	8
22. Skyway Hazard, Liability Insurance Cost Shared	9
23. Concourse Hazard, Liability Insurance.....	9
24. Amount of Insurance	9
DIRECTIONAL SIGNS	9
25. Approval; Cost of Signs.....	9
BINDING OBLIGATIONS.....	10
26. Subject to City Codes.....	10
27. Successors and Assigns Bound.....	10
28. Master Lease and Development Agreement Not Affected.....	10
29. Agreement Survives Conveyance, Is Not Merged.....	10
30. OWNERS RETAIN PROPERTY RIGHTS; OBLIGATIONS CONVEYED	10
31. Effective Date of Obligations - Skyway.....	11
32. Effective Date of Obligations - Concourses.....	11
33. Notices - Address	11
SAVINGS CLAUSE	12
34. Skyway Policy Pertinent.....	12
35. Captions, Headings, or Titles	12
Exhibit A - Garage Legal Description.....	A-1
Exhibit B - Lawson Building Legal Description	B-1
Exhibit C - Lowry Building Legal Description	C-1
Exhibit D - Garage and Lawson Building Easement Plan	D-1
Exhibit E - Lowry Building Easement Plan	E-1

Exhibit F - Grant of Easement	F-1
Exhibit G - Grant of Easement.....	G-1
Exhibit H - General Policy Statements for the Construction of the Saint Paul Skyway System, Adopted March 10, 1987	H-1
Exhibit I - Construction Schedule	I-1

SKYWAY AGREEMENT

²⁰⁰⁰~~1999~~ THIS AGREEMENT is made and entered into this 12 day of DECEMBER, by and among the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Authority"; the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Port Authority"; and RICE PARK ASSOCIATES LLC, a Minnesota limited liability company, hereinafter referred to as "Rice Park".

WITNESSETH:

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

WHEREAS, the Authority is the owner of the block bounded by St. Peter, Sixth, Wabasha, and Fifth Streets (the "Development Block"); and

WHEREAS, the Authority will construct an approximately 1,000-car public parking facility, (the "Garage") on that portion of the Development Block legally described on Exhibit A attached hereto; and

WHEREAS, Rice Park has entered into that certain Lawson Development Lease Agreement dated August 8, 1997 by and between Rice Park, as tenant, and the Authority, as landlord, (the "Master Lease"), a memorandum of which is filed in the office of the Ramsey County Recorder as Document No. 3056994 and in the office of the Ramsey County Registrar of Titles as Document No. 1500072, pursuant to which Rice Park is leasing that portion of the Development Block legally described on Exhibit B attached hereto, and, pursuant to that certain Development and Disbursing Agreement dated August 8, 1997 by and among the Authority, Rice Park, Lawson Associates, Inc., and St. Paul Fire and Marine Insurance Company, a memorandum of which is filed in the office of the Ramsey County Recorder as Document No. 3056995 and in the office of the Ramsey County Registrar of Titles as Document No. 1500073, is constructing thereon a Class A office building containing approximately 370,000 square feet of office space and approximately 12,000 square feet of related retail space (the "Lawson Building"); and

WHEREAS, Port Authority is the owner of the Lowry Professional Building located at 350 St. Peter Street (the "Lowry Building") on the property legally described on Exhibit C attached hereto; and

WHEREAS, this Agreement touches and concerns the Development Block, which is legally described in Exhibits A and B attached hereto, and the Lowry Building, which is legally described in Exhibit C attached hereto; and

WHEREAS, Rice Park, the Authority and the Port Authority agree to the construction of a skyway pedestrian bridge across Fifth Street from the Lowry Building to the Garage (sometimes referred to herein as the "bridge" or the "skyway bridge"); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the Lowry Building to and through the Garage and to the Lawson Building by construction of the skyway bridge across Fifth Street and declare their intention to so extend the System; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of the Lowry Building, the Lawson Building and the Garage; and

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

WHEREAS, substantial public monies will be expended for the design and construction of the skyway bridge connecting the Garage to the Lowry Building; and

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

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

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The Authority agrees to cause to be constructed a skyway bridge connecting the Garage with the Lowry Building, including necessary support structures and a penetration into the Lowry Building, in accordance with the plans and specifications prepared by BWBR Architects and approved by Rice Park and by the Port Authority. Any subsequent changes to such plans and specifications shall be submitted to Rice Park and to the Port Authority for approval, which approval may not be withheld unreasonably and shall be deemed given if no response has been received by the Authority within ten (10) days following submission to Rice Park and to the Port Authority. The Authority will construct any mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract. As provided in the Development Agreement, the Authority and Rice Park each agree to pay fifty percent (50%) of

the cost of design and construction of such skyway bridge. The costs for the provision of necessary bridge support structure and utility and HVAC connections in and to the Garage shall be the obligation of the Authority. The parties to this Agreement acknowledge and represent to one another that they are familiar with the skyway and concourse construction schedule attached hereto as Exhibit I. The parties agree to grant such access to their respective properties as is reasonably necessary to accomodate such schedule.

2. Bridge HVAC. Lighting. Drainage Systems. Said skyway bridge shall include the necessary mechanical and electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage. The electrical, mechanical and roof drainage systems (including HVAC) of the bridge shall be tied into the respective systems of the Garage. The said skyway bridge shall include integrated supports inclusive of finishes, a linear metal ceiling, carpeted floors, triple insulated glass to the extent glass is used to enclose said skyway bridge, and automatic sliding glass doors at both ends of the bridge. The bridge costs in this paragraph are a part of the total design and construction costs for the bridge.

3. Authority's Assignment of Warranties. The Authority will include a provision in its contract for the construction of the skyway bridge whereby the contractor consents to the assignment of warranties to Rice Park and to the Port Authority, and the Authority upon request shall assign such warranties to Rice Park and to the Port Authority upon approved contract completion without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) or others arising from faulty design or construction of the skyway bridge. Authority agrees to assign to Rice Park and to the Port Authority, upon request, all warranties on machinery and equipment, if any, installed in connection with the bridge construction, without relinquishing its own rights under such warranties; and, if necessary, will cooperate and assist in any prosecution of lawful and proper claims which may later be asserted against the vendors or others arising from faulty design or manufacture of such machinery and equipment.

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

4. Concourse Access. The Port Authority, the Authority and Rice Park shall at their expense construct and be responsible for skyway pedestrian concourses, and for skyway vertical access facilities in the Lowry Building, in the Garage and in the Lawson Building, respectively, in accordance with this Agreement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be described and shown on Exhibits D and E attached hereto.

5. Concourse Construction. Notwithstanding anything in the Development Agreement to the contrary, all costs and expense in connection with the construction and extension of the pedestrian concourses and vertical access facilities described above, shall be borne by Rice Park for the facilities located within the Lawson Building, the Authority for the facilities located within the Garage, and by the Port Authority for the facilities located within the Lowry Building.

POSSIBLE SIXTH STREET SKYWAY

6. Sixth Street Skyway Bridge. As contemplated in the Development Agreement, a skyway bridge may be constructed connecting the Garage with the Wabasha Court Building or other improvements located across Sixth Street from the Garage. If such a bridge is constructed, a separate agreement will be made with the owner of the improvements located across Sixth Street from the Garage providing for construction and maintenance of such skyway bridge.

7. Extension of Skyway Concourse. As part of the initial construction of the Lawson Building and the Garage, Rice Park agrees to construct the expansion pedestrian concourses in the Lawson Building shown on Exhibit D attached hereto, and the Authority agrees to construct the expansion pedestrian concourses and vertical access facilities in the Garage shown on Exhibit D attached hereto. The Authority will pay all of the cost to construct the necessary improvements in the Garage, and shall pay \$85,017 of the cost to construct any necessary walls and other improvements in the Lawson Building for such expansion pedestrian concourses and vertical access facilities. All other costs of constructing the necessary improvements in the Lawson Building shall be paid by Rice Park. Thereafter, operation and maintenance of the expansion pedestrian concourses and vertical access facilities in the Garage and in the Lawson Building shall conform to all requirements of this Agreement.

EASEMENTS AND HOURS

8. Grant of Easement and Hours. The Authority and the Port Authority hereby agree to grant to the City of Saint Paul a public easement for the pedestrian skyway system through the Lawson Building, the Garage and the Lowry Building located in accordance with Exhibits D and E attached hereto. Rice Park agrees that it will consent to and join in said grant of easement as to its interest in the Lawson Building and in the Development Block. Said easements to be granted shall be in the form attached hereto as Exhibits F and G and shall grant to the public the right of use of said pedestrian skyway system through the Lawson Building, the Garage and the Lowry Building for purposes of pedestrian ingress, egress, and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse through their property as the City may, by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. It is agreed by all parties that the skyway bridge herein and the new pedestrian concourses provided for in the Garage, the Lawson Building and the Lowry Building shall be open for public ingress, egress and transit from 6 a.m. to 6 p.m., Monday through Friday, unless other operating hours are required under City codes and ordinances, provided that after-hours emergency egress from the skyway system as may be required by code shall be available from the skyway bridge and pedestrian concourse through elements of the pedestrian skyway system on adjoining properties; but nothing herein shall prohibit the respective property owners from opening such facilities for longer hours. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

9. Easement Description. The new public easement through the Lawson Building and the Garage shall be in accordance with Exhibit F, and the new public easement through the Lowry Building shall be in accordance with Exhibit G.

10. Width of Easement. The public easements provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of the building is such that a width of 12 feet is impossible (including, without limitation a narrower width at building columns and at doorways within the Lawson Building and the Garage and for the pedestrian access route at the street level of the Garage); as is otherwise provided by the Exhibits D and E (Easement Plan).

11. Easement Survey. The Authority may at its expense cause the initial easements in the Lawson Building and the Garage and in the Lowry Building, to be more particularly described by registered land surveyors following completed construction of the public concourse access areas. Rice Park and the Port Authority have the right to review and approve any completed surveys for accuracy, and any errors shall be corrected at the Authority's expense.

12. Easements Public and Subject to Law. The Authority, Rice Park and the Port Authority agree that the pedestrian concourse within the easements herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the City which by force of law are applicable to the System shall govern.

13. Waiver of Share in Damages. The City hereby waives any right it may have to share in an award of damages in the event that a public body acquires all or any part of the aforesaid Lawson Building, Garage or Lowry Building by condemnation or under the threat of condemnation. Said waiver applies to the easements through the properties but not to the skyway bridge or its end portions within respective air rights easements.

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

OPERATION, MAINTENANCE AND REPAIR

15. Authority Transfer of Plans, Drawings, Etc. The Authority shall deliver to Rice Park, to the Port Authority and to the City copies of all plans, specifications, drawings, operating manuals, written warranties, etc., and any other documents necessary or useful in the maintenance, repair and operation of the structure and the electrical, drainage, and HVAC facilities in and serving the skyway bridge.

16. Scope of Maintenance: Approval of Modifications. The Port Authority, Rice Park and the Authority further agree to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts, including electrical, drainage and HVAC facilities in and

serving the skyway bridge, at their sole expense, without cost to the City. Such maintenance shall be to a reasonable standard of safety and cleanliness and 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. Except for routine repairs and replacement or when an emergency situation requires rapid action, the City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final, within 10 business days following receipt of such plans and specifications shall be deemed approval.

17. Port Authority, Rice Park and Authority Agreement to Maintain. The Port Authority and the Authority hereby agree to share equally the maintenance, operation, insurance and repair costs and responsibilities for the skyway bridge, its integral parts and related equipment, all as more fully described in Section 16 hereof, and, provided, however, that Rice Park throughout the term of the Master Lease, and upon termination of the Master Lease, the owner of the Lawson Building, shall pay one-half of the Authority's share of such costs and responsibilities. Throughout the term of the Master Lease, the actual maintenance, operation and repair shall be performed by Rice Park. Thereafter, the owner of the Lawson Building shall perform such obligations. Rice Park, or, upon termination of the Master Lease, the owner of the Lawson Building, shall obtain the insurance required under Sections 21-24 of this Agreement, and the Port Authority shall reimburse Rice Park or the owner of the Lawson Building, as appropriate, for one-half the cost thereof and the Authority shall reimburse Rice Park or the owner of the Lawson Building as appropriate, for one-quarter the cost thereof. It is agreed that the Authority will provide all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge with the costs of maintaining, operating, insuring and repairing such systems and equipment to be shared as an operating expense. If such HVAC, electrical and other utilities are not separately metered, the costs of such services shall be equitably apportioned based on engineering studies or as the parties may otherwise agree. The shared costs shall be paid as follows:

- a. Prior to the beginning of each calendar year, Rice Park, or the owner of the Lawson Building, as appropriate shall compute and deliver to the Authority and the Port Authority a bona fide estimate of the costs of providing services under this Section 17 and procuring the insurance and bonds required under Sections 21 - 24. The Authority and the Port Authority shall pay to Rice Park, or the owner of the Lawson Building, as appropriate their allocated portion of such cost in equal monthly installments on or before the first day of each month of such calendar year. As soon as practicable after the end of each calendar year, Rice Park, or the owner of the Lawson Building, as appropriate shall deliver to the Authority and the Port Authority a written statement ("Annual Statement") setting out in reasonable detail the actual cost thereof and certified to be correct by an officer or general partner of Rice Park, or of the owner of the Lawson Building, as appropriate. If the aggregate of the monthly installments actually paid by Rice

Park, or by the owner of the Lawson Building, as appropriate, differs from the amount determined from the Annual Statement, the Authority and the Port Authority shall pay or Rice Park, or the owner of the Lawson Building, as appropriate, shall refund the difference, as the case may be.

- b. If during any calendar year any major repairs or replacements to the skyway bridge are necessary and are not budgeted as part of the costs under Subsection 17(a), the Authority and the Port Authority shall pay to Rice Park, or the owner of the Lawson Building, as appropriate the Authority and the Port Authority's allocated portion of such cost within 30 days of invoice therefor. Except in an emergency, Rice Park, or the owner of the Lawson Building, as appropriate shall furnish the Authority and the Port Authority an estimate of the cost prior to commencing such work.

18. Maintenance of the Concourse and Carpet. Throughout the term of the Master Lease, Rice Park, and, thereafter, the owner of the Lawson Building, hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Lawson Building to a reasonable standard of safety and cleanliness and to provide for the operation for said pedestrian concourse; and similarly the Authority so agrees with respect to the new pedestrian concourse and the elevator and stairway complex on and within the Garage, and the Port Authority so agrees with respect to the pedestrian concourse on and within the Lowry Building. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, (3) required by an emergency requiring rapid action, or (4) involve solely aesthetic considerations relating to colors and surface finishes, City and the Authority shall be furnished with both preliminary and final plans and specifications for all additions, or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of work contemplated therein. Lack of action on the part of the City or the Authority to approve or disapprove such plans or specifications, whether preliminary or final within 10 business days after receipt of such plans and specifications shall be deemed approval. If Rice Park, the Authority or the Port Authority uses or installs carpet or other less durable flooring material for concourse corridors, such carpet shall be replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined jointly by the City and the party responsible for replacing carpet in the applicable corridors. Such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld or delayed. Such review shall be limited to appearance and design in order to insure reasonable uniformity for all parts of the skyway system, and to achieve the design identity, continuity, and ease of orientation necessary for the skyway system to function effectively.

19. Failure to Maintain; Remedies. If the Port Authority, the Authority and Rice Park fail adequately to maintain, repair and operate the said skyway bridge or if any of them fail adequately to maintain, repair and operate the pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the defaulting party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating

tasks, and the cost by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting party or their sureties as applicable; provided, however, that the City retains the right to assess such costs against the defaulting party as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the City cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the City to such time as may be reasonable for curing the condition.

20. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purpose except as may be permitted under Sections 140.06 and 140.07 of the St. Paul Legislative Code. Signage identifying a tenant on a doorway or other entry from a skyway concourse shall not be deemed to be advertising. Permanent store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of the City and the Authority before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. Plans for all permanent signage shall be submitted to City prior to sign construction and installation, and the City shall approve such plans if such signage is comparable to that existing elsewhere in the System, is not confusingly similar to the skyway directional signs, and is consistent with good design practices.

SURETY BONDS AND INSURANCE

21. \$100,000 Surety Bond; Contractor's Insurance. The Authority and the Port Authority, at all times, and throughout the term of the Master Lease, Rice Park, and, upon termination of the Master Lease, the owner of the Lawson Building, shall each furnish and maintain, or cause to be furnished and maintained, a surety bond for the skyway bridge to and in favor of the City, as obligee, conditioned that said entity shall indemnify and hold harmless the City against its respective share of all expenses and liability on account of all costs, claims, suits, and judgments arising out of or connected with the maintenance, operation and repair of the skyway bridge, its integral parts and related equipment, and further conditioned upon the Authority's and the Port Authority's, at all times, and Rice Park's, during the term of the Master Lease, and, thereafter, the owner of the Lawson Building's, complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair of the skyway bridge, which surety bonds shall be in the amount of \$100,000 for the Port Authority and in the amount of \$50,000 for the Authority and \$50,000 for Rice Park or the owner of the Lawson Building, as appropriate, shall be in such form as shall be approved by the City Attorney and shall have such sureties as shall be approved by the Director of Finance and Management Services for the City. The cost of such bonds for the Lawson Building shall be paid by Rice Park during the term of the Master Lease, and, thereafter, by the owner of the Lawson Building, while the cost of such bonds for the Lowry Building and for the Garage shall be paid, respectively, by the owners of the Lowry Building and of the Garage. Notwithstanding the foregoing to the contrary, the Port Authority for so long as the Port Authority is the owner of the Lowry Building, the Authority, for so long as the Authority is the owner of the Garage, and, upon termination of the Master Lease and for so long as the Authority is the owner of the Lawson Building, the Authority, may elect to self-insure and not obtain the foregoing described surety bond. If the

Authority, the Port Authority and Rice Park all agree, in lieu of the separate surety bonds required above, the parties may have Rice Park, during the term of the Master Lease, or, thereafter, the owner of the Lawson Building, obtain one surety bond in the amount of \$200,000 to and in favor of the City covering the surety bond obligation under this Section 21 for the Garage, the Lawson Building and the Lowry Building, with the cost of such bond allocated and paid as an operating expense pursuant to Section 17 of this Agreement. The Authority shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining, throughout the entire period of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1 herein, naming Rice Park and the abutting property owners to the skyway bridge as additional insureds as required by said plans and specifications, specifically in accordance with Section 4., General Conditions, and Section 6., Special Conditions of the construction contract.

22. Skyway Hazard, Liability Insurance Cost Shared. Insurance required by Section 24 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by the Port Authority, Rice Park and the Authority which shall be shared in accordance with Section 17 as provided herein.

23. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the areas designated as easements for access and the pedestrian concourse shall be a maintenance cost to be assumed by the Port Authority, by the Authority and by Rice Park for the portions of the pedestrian concourse located within the Lowry Building, the Garage and the Lawson Building, respectively.

24. Amount of Insurance. The Port Authority, and, throughout the term of the Master Lease, Rice Park, and, thereafter, the owner of the Lawson Building, shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for their respective portions of the pedestrian concourse, with a duly licensed insurance company, wherein the City shall be designated as additional insured, said insurance containing the following minimum coverages: for property damage to the extent of \$200,000.00 in any single accident, for personal injuries, including death, \$600,000.00 for each occurrence. Such minimum amounts shall be subject upon 60 days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by legislation or judicial decision at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

25. Approval; Cost of Signs. The location of directional or other skyway signs that may be installed in the pedestrian concourse herein shall be determined by the City provided, however, that the Port Authority and Rice Park, during the term of the Master Lease, and thereafter, the owner of the Lawson Building, shall be entitled to notice of and a right to comment on any changes to such signage. The parties agree that signage in the Lowry Building shall indicate the direction of the Lawson Building by referring to "Lawson Commons," or if the

Lawson Building is renamed, to the new name of the Lawson Building and that signage in the Lawson Building and in the Garage shall indicate the direction of the Lowry Building by referring to the "Lowry Professional Building," or if the Lowry Building is renamed, to the new name of the Lowry Building. The City shall pay the initial cost of such signs. The cost of installation, including electrical connections and mounting hardware (pendants, or ceiling channel, and support above ceiling), shall be considered part of the cost of construction of the concourse, the liability for the payment of which shall be governed by paragraphs 4 and 5 herein above. The cost of operating, maintaining and repairing the directional signs shall be borne by the parties on whose properties or leaseholds such signs are located. If the location of the pedestrian concourse public easement is changed, the said signs shall be moved accordingly, and the cost of moving and reinstalling signs to a new easement area shall be borne by the City unless the change has occurred at the request or by the action of the party on whose property or leasehold said signs are located, in which event such party or lessee shall pay all such costs. If the sign moving or a change in the name of the Lawson Building, the Lowry Building or the Garage requires a change in the sign face, the changes shall be made in a manner consistent with the graphic design system established for skyway signs, and the cost of such change shall be borne as provided in the immediately preceding sentence.

BINDING OBLIGATIONS

26. Subject to City Codes. The parties agree that in the construction, maintenance, repair and operation of the pedestrian concourses, they shall be bound by all City Codes and ordinances governing the System, insofar as they are applicable by force of law.

27. Successors and Assigns Bound. The respective rights and obligations of the parties set forth in this Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall continue in force until such time as said System or that part herein provided for is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

28. Master Lease and Development Agreement Not Affected. It is understood that this Agreement does not govern the relationships and agreements by and between Rice Park and Authority other than as expressly provided herein. In the event of any conflict between the terms and provisions of this Agreement and the Master Lease or the Development Agreement, the Master Lease and/or the Development Agreement shall control.

29. Agreement Survives Conveyance, Is Not Merged. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein and shall not be considered merged therein.

30. Owners Retain Property Rights; Obligations Conveyed. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement to any other corporation, corporations, trust, trusts, individual(s), partnerships or other form of venture. In the event of transfer of any property owner's interest in

the property, the owner (seller) shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to lessors, lessees, sublessors and sublessees.

31. Effective Date of Obligations - Skyway. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to the Port Authority, to Rice Park and to the Authority, the obligations and duties contained in paragraphs 17 - 19, 21, and 24 herein above, as to said skyway bridge, shall become operative. If no tenant of the Lawson Building has taken occupancy of any portion of the Lawson Building by such date, the portions of the skyway pedestrian concourse located within the Lawson Building may, at Rice Park's option, remain closed until the first tenant of any portion of the Lawson Building commences occupancy. All other obligations and duties are effective upon the date of execution of this Agreement.

32. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to the Port Authority, to Rice Park and to the Authority. Seven (7) days thereafter the obligations and duties contained in paragraphs 21 and 24 herein above, as to said pedestrian concourse, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

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

- a. To: City of Saint Paul
Director, Department of Planning and Economic Development
Suite 1300 City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

HRA of the City of Saint Paul, Minnesota
Executive Director
Suite 1300 City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

City of Saint Paul
Director, Department of Finance and Management Services
Room 234, Authority Hall, St. Paul, Minnesota 55102

- b. To: Rice Park Associates LLC
c/o Frauenshuh Companies
160 U.S. Bank Trust Center
180 East 5th Street
St. Paul, Minnesota 55101

and

Rice Park Associates LLC
c/o Frauenshuh Companies
7101 West 78th Street, Suite 100
Bloomington, Minnesota 55435-5802

- c. To: Port Authority of the City of Saint Paul
1900 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102

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

SAVINGS CLAUSE

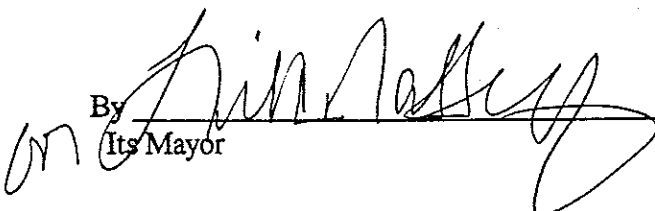
34. Skyway Policy Pertinent. The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, attached hereto as Exhibit H, is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and concourse areas constructed pursuant to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

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

In Witness Whereof, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

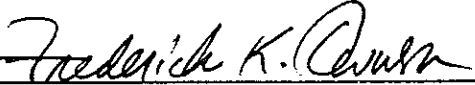
(SEAL):

By 
Its Mayor

By 
Its Director, Office of Financial Services

Approved as to form:


Assistant City Attorney

By 
Its City Clerk

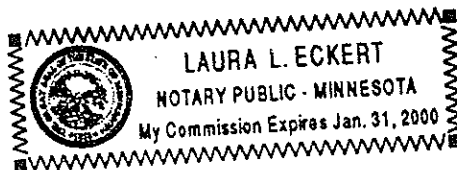
12/8/98

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 14 day of January, 1999 before me, a Notary Public in and for said County, appeared Lisa Nasseff (Mayor) Joseph M Reid, and Joseph M Reid to me personally known, who, being, by me duly sworn, did say that they are respectively the Mayor, Director, Office of Financial Services and City Clerk of the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said corporation.

Frederick
Owens

Laura L Eckert
Notary Public

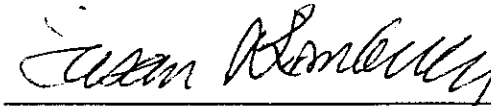


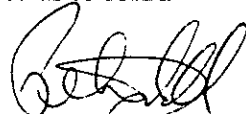
HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA

By 
Chair

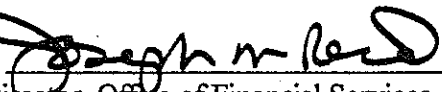
(SEAL)

Approved as to form:

By 
Executive Director

By 
Assistant City Attorney

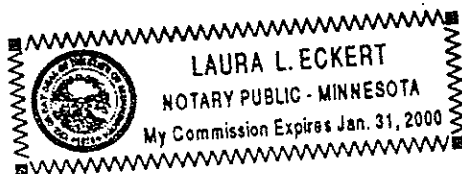
By 
Secretary

By 
Director, Office of Financial Services

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 14 day of January, 1999 before me, a Notary Public in and for said County, appeared Daniel Boston Susan Kimberly Tay Benarau and Joseph M Reid to me personally known, who, being, by me duly sworn, did say that they are respectively the Chair, Executive Director, Secretary, and Director, Office of Financial Services of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body politic and corporate under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said body politic and corporate.

Laura L Eckert
Notary Public

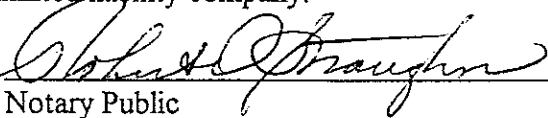


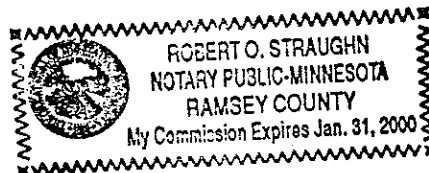
RICE PARK ASSOCIATES LLC, a Minnesota
limited liability company

By 
Its Manager

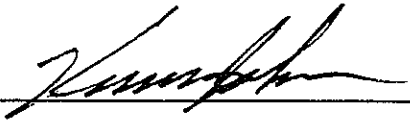
STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 11th day of October, 1999 before me, a Notary Public in and for said County, appeared David Frauenthuh to me personally known, who, being, by me duly sworn, did say that he is the Manager of Rice Park Associates LLC, a limited liability company under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said limited liability company.


Notary Public



PORT AUTHORITY OF THE CITY OF SAINT
PAUL

By 

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 21st day of January, 19 99, before me, a Notary Public within and for said County, personally appeared Kenneth R. Johnson to me personally known, who being by me duly sworn, did say that he is the President of the PORT AUTHORITY OF THE CITY OF SAINT PAUL, the public corporation named in the foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its Board of Commissioners, and said Kenneth R. Johnson acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Leonard, Street and Deinard (SCM)
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402



Exhibits:

EXHIBIT A

GARAGE LEGAL DESCRIPTION

“Parcel A”

Lots 1, 2, 3, 10, 11, and 12, Block 8, ST. PAUL PROPER, according to the recorded plat thereof, Ramsey County, Minnesota, and those parts of Lots 4 and 9, said Block 8, lying northeasterly of a line, 177.08 feet southwesterly of and parallel with the northeasterly line of said Block 8;

together with the rights and easements created by that certain Reciprocal Easements, Covenants and Operating Agreements dated May 8, 1998, filed in the office of the Ramsey County Registrar of Titles as Document No. 1500074 and in the office of the Ramsey County Recorder as Document No. 3056996.

EXHIBIT B

LAWSON BUILDING LEGAL DESCRIPTION

"Parcel B"

Lots 5, 6, 7 and 8, Block 8, ST. PAUL PROPER, according to the recorded plat thereof, Ramsey County, Minnesota, and those parts of Lots 4 and 9, said Block 8, lying southwesterly of a line, 177.08 feet southwesterly of and parallel with the northeasterly line of said Block 8;

together with the rights and easements created by that certain Reciprocal Easements, Covenants and Operating Agreements dated May 8, 1998, filed in the office of the Ramsey County Registrar of Titles as Document No. 1500074 and in the office of the Ramsey County Recorder as Document No. 3056996.

EXHIBIT C

LOWRY BUILDING LEGAL DESCRIPTION

Lots One (1) and Two (2), except the Northwesternly fifty (50) feet of said Lots One (1) and Two (2), and except the Southeasterly twenty-five (25) feet of said Lots One (1) and Two (2); and all of Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), all in Block Twenty-one (21), except all that part of Lots Eight (8), Nine (9) and Ten (10), Southeasterly of a construction building line described as follows:

Beginning at a point on the Westerly line of Lot Eight (8), 51.5 feet Northwesternly of a Southwest corner of said Lot Eight (8); thence Northeasterly on a line parallel to the Southeasterly line of said Lots Eight (8), Nine (9) and Ten (10), a distance of 51.96 feet; thence deflecting to the left 90 degrees a distance of 3.5 feet; thence deflecting to the right 90 degrees a distance of 12.4 feet; thence deflecting to the left 90 degrees, 25.75 feet; thence deflecting to the right 90 degrees more or less 84.96 feet, more or less, to a point on the Easterly line of said Lot Ten (10) which is 80.7 feet Northwesternly of Southeast corner of said lot Ten (10); there terminating; all in Block Twenty-one (21), City of St. Paul, commonly referred to as "St. Paul Proper."

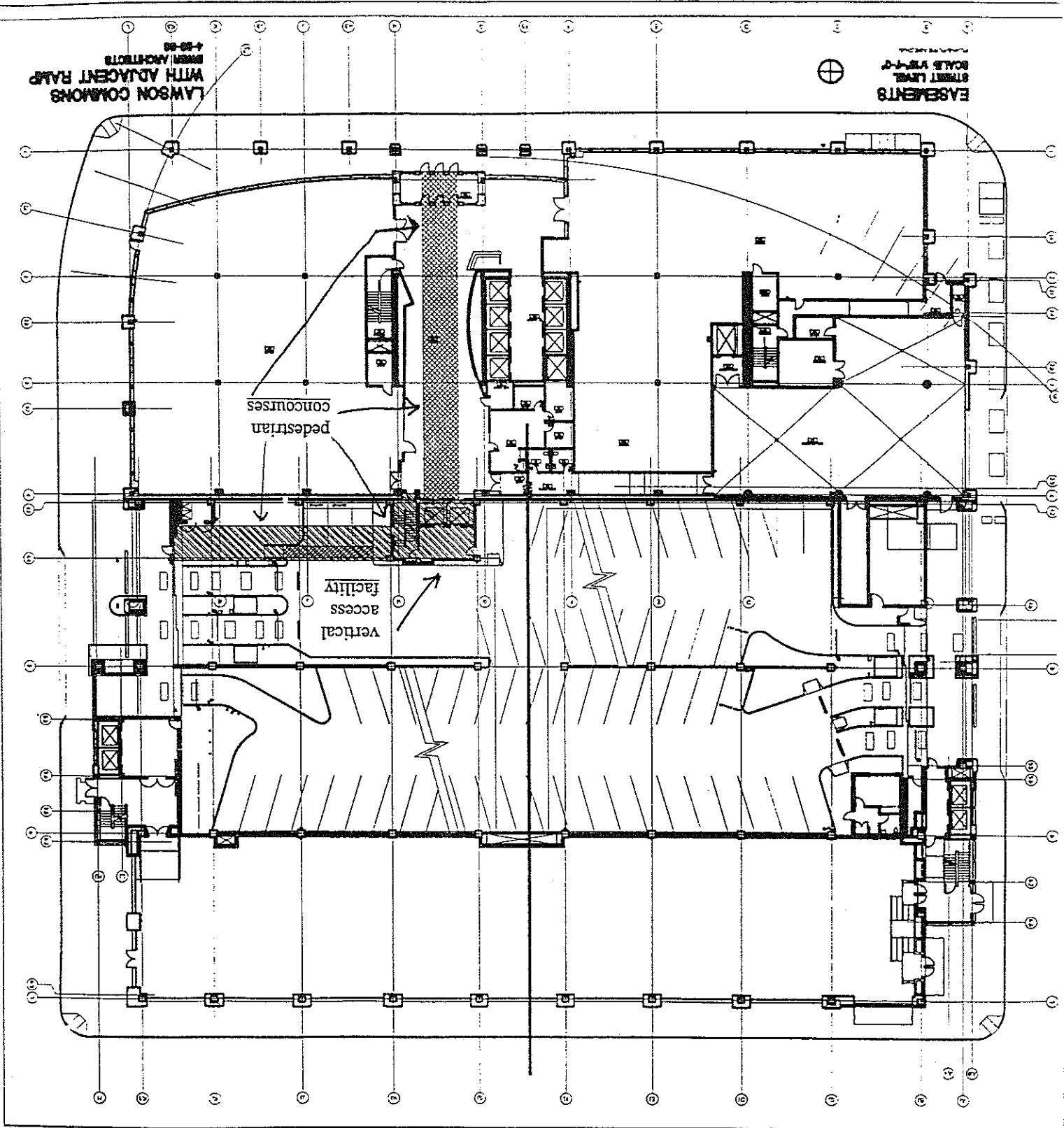
EXHIBIT D

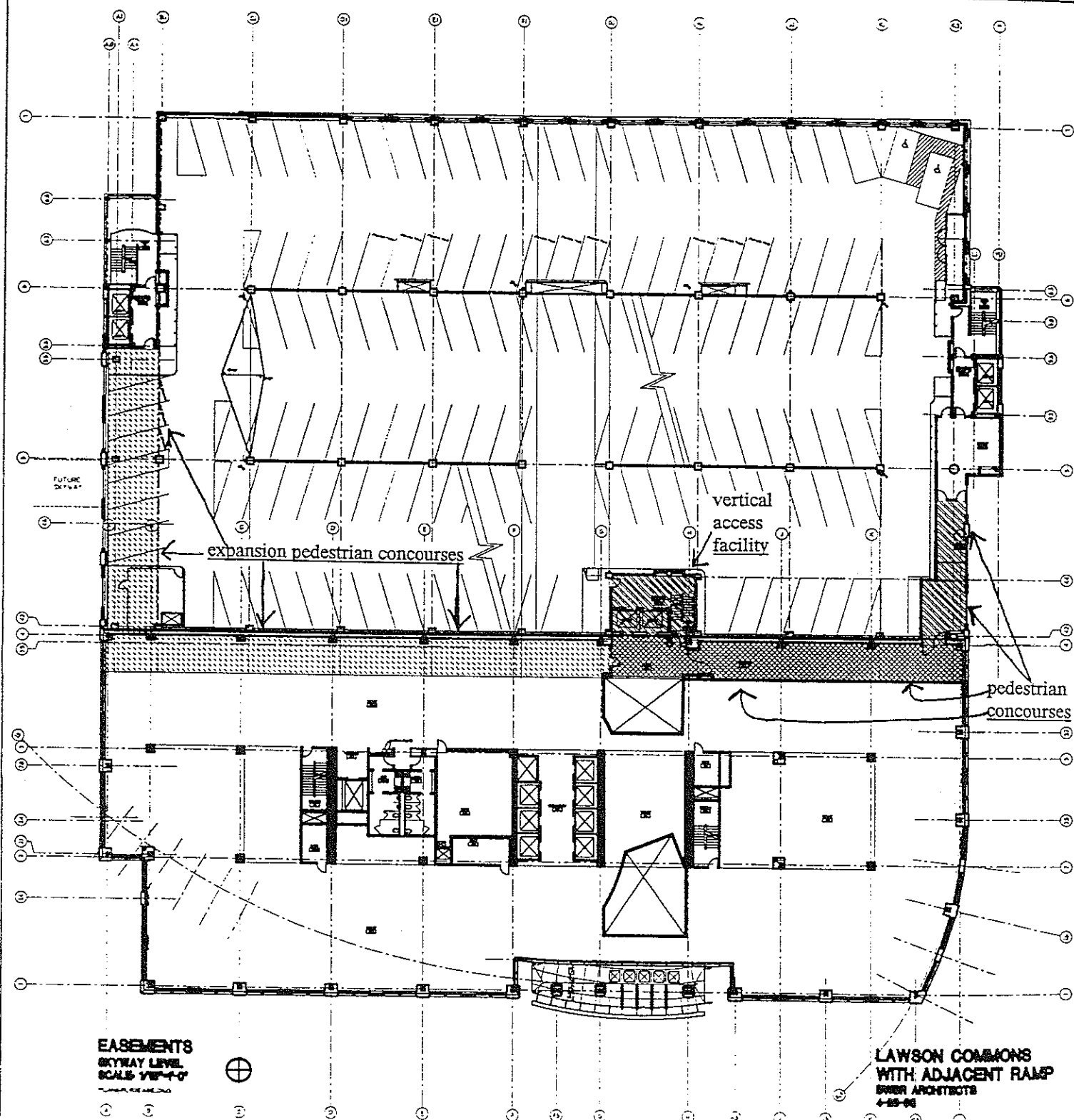
GARAGE AND LAWSON BUILDING EASEMENT PLAN

EASEMENTS
STREET LEVEL
SCALE 1/8"=1'-0"

LAWSON COMMONS
WITH ADJACENT RAMP
DESIGN ARCHITECTS
4-88-88

pedestrian
concourses
vertical
access
facility





EASEMENTS
SKYWAY LEVEL
SCALE 1/8"=1'-0"
BRER ARCHITECTS

LAWSON COMMONS
WITH ADJACENT RAMP
BRER ARCHITECTS
4-25-06

EXHIBIT E

LOWRY BUILDING EASEMENT PLAN

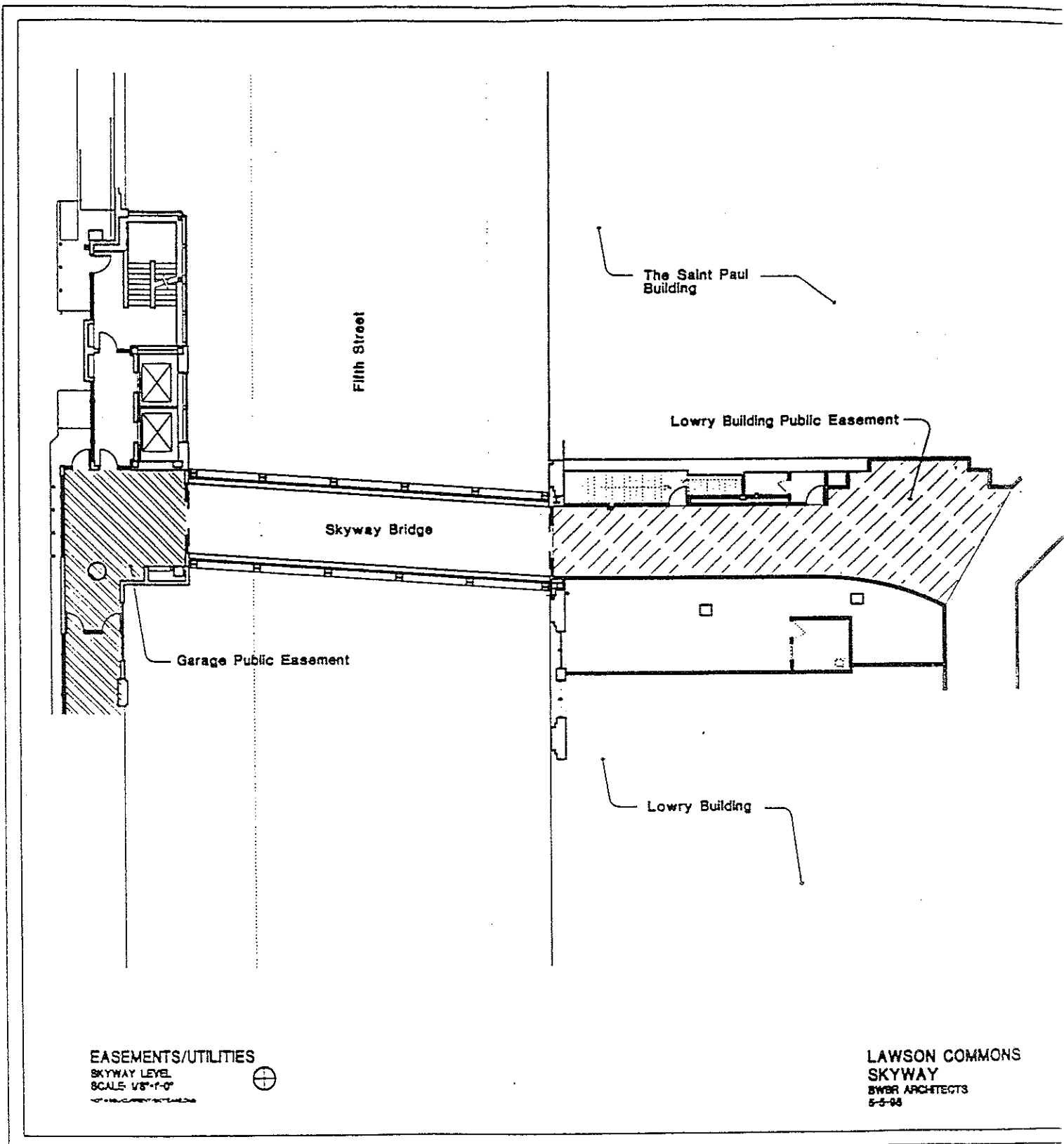


EXHIBIT E
LOWRY BUILDING EASEMENT PLAN

EXHIBIT F

GRANT OF EASEMENT

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body politic and corporate under the laws of the State of Minnesota, hereinafter called "Grantor", is the owner in fee and of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit A, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____, 1998 by and among the City of Saint Paul, Minnesota, Grantor, the Port Authority of the City of Saint Paul, Minnesota and Rice Park Associates, LLC to grant to the City of Saint Paul, an easement for purposes of pedestrian ingress, egress and transit (all as described below) through Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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 (the "City"), an easement for public pedestrian ingress, egress and transit, (all as described below), and through the Grantor's Property and the structures thereon, described as:

See Exhibit B, attached hereto and incorporated herein, the easement area subject hereto being crosshatched on said Exhibit B, all subject to amendment hereof at such time as "as built" surveys have been completed to more particularly and legally describe such easement area; all of which areas described and shown on Exhibit B shall be collectively referred to as the "easement area".

Public use of the easement area is expressly herein made subject to such reasonable police measures regarding open hours and closing any part or all of the easement area within, on or over Grantor's Property during non-business hours, and regarding public conduct within the System, as the City of Saint Paul may, by ordinance, from time to time determine. In addition, and notwithstanding any provision to the contrary set forth herein, the portion of the easement area labeled "Expansion Pedestrian Concourse" on Exhibit B shall not be open for public use until the later of: a) six months following agreement between Grantor and Rice Park Associates, LLC, to construct a skyway across Sixth Street as shown on Exhibit B, and b) the date such skyway is completed and open for use.

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted to the City herein, shall also be limited to the hours of 6 a.m. to 6 p.m., Monday through Friday, unless other operating hours are prescribed by City codes and ordinances, and such additional hours as the parties may from time to time agree, subject to the

general power of the City to close part or all of the easement area temporarily or to prescribe system hours by ordinance, provided such agreed or legislated hours shall not 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 only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

The grant of 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 following as short a period of closing off the easement for construction purposes as is reasonably possible at the sole cost and expense of the Grantor, and on the further condition that no change in the easement location shall be made without the approval of the City of Saint Paul, such approval not to be unreasonably withheld, delayed or conditioned, and, on the further condition that said new easement shall, upon request of City, be surveyed and described by a registered land surveyor at the expense of Grantor.

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

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

B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such buildings 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 that for and during the life of said easement, Grantor shall be responsible for providing for the cost of any repairs, improvements and to the extent required herein 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 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.

SAINT PAUL, MINNESOTA

Chair

(SEAL)

Approved as to form:

Executive Director

Assistant City Attorney

Secretary

Director, Office of Financial Services

STATE OF MINNESOTA)

$$): SS$$

COUNTY OF RAMSEY)

_____, 1998, by Daniel Bostrom, Jay Benanav, Pamela Wheelock, Joseph Reid, the Chair, Secretary, Executive Director and Director, Department of Financial Services, respectively, of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, said Grantor, and acknowledged that said instrument was the free act and deed of said Grantor.

Notary Public

(SEAL)

JOINDER OF RICE PARK

Rice Park Associates, LLC, a Minnesota limited liability company, hereby joins in this Grant of Easement and subordinates its interest in Grantor's Property to the terms and provisions thereof.

RICE PARK ASSOCIATES LLC, a Minnesota
limited liability company

By _____
Its Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of _____, 1998, before me, a Notary Public in and for said County, appeared Randy T. McKay to me personally known, who, being, by me duly sworn, did say that he is the Manager of Rice Park Associates LLC, a limited liability company under the laws of the State of Minnesota, and acknowledged that said instrument was the free act and deed of said limited liability company.

Notary Public
(SEAL)

EXHIBIT G

GRANT OF EASEMENT

WHEREAS, the Port Authority of the City of Saint Paul, Minnesota, a body politic and corporate under the laws of the State of Minnesota, hereinafter called "Grantor", is the owner in fee and of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described in Exhibit A, attached hereto, hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated _____, 1998 by and among the City of Saint Paul, Minnesota, Grantor, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Rice Park Associates, LLC to grant to the City of Saint Paul, an easement for purposes of pedestrian ingress, egress and transit (all as described below) through Grantor's Property for the pedestrian Concourse System of the City of Saint Paul, hereinafter the "System".

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 (the "City"), an easement for public pedestrian ingress, egress and transit, (all as described below), and through the Grantor's Property and the structures thereon, described as:

See Exhibit B, attached hereto and incorporated herein, the easement area subject hereto being crosshatched on said Exhibit B, all subject to amendment hereof at such time as "as built" surveys have been completed to more particularly and legally describe such easement area; all of which areas described and shown on Exhibit B shall be collectively referred to as the "easement area".

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

The public's right herein to pedestrian ingress, egress and transit, in and through the easement area granted to the City herein, shall also be limited to the hours of 6 a.m. to 6 p.m., Monday through Friday, unless other operating hours are prescribed by City codes and ordinances, and such additional hours as the parties may from time to time agree, subject to the general power of the City to close part or all of the easement area temporarily or to prescribe system hours by ordinance, provided such agreed or legislated hours shall not 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 only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

The grant of 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 following as short a period of closing off the easement for construction purposes as is reasonably possible at the sole cost and expense of the Grantor, and on the further condition that no change in the easement location shall be made without the approval of the City of Saint Paul, such approval not to be unreasonably withheld, delayed or conditioned, and, on the further condition that said new easement shall, upon request of City, be surveyed and described by a registered land surveyor at the expense of Grantor.

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

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

B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such buildings 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 that for and during the life of said easement, Grantor shall be responsible for providing for the cost of any repairs, improvements and to the extent required herein 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 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 _____, 1998.

PORT AUTHORITY OF THE CITY OF SAINT
PAUL

By _____
Its Chair

And _____
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ____ day of _____, 1998 before me, a Notary Public in and for said County, appeared W. Andrew Boss and Joan Grzywinski to me personally known, who, being, by me duly sworn, did say that they are respectively the Chair and Secretary of the Port Authority of the City of Saint Paul, a public body politic and corporate under the laws of the State of Minnesota, said Grantor, and acknowledged that said instrument was the free act and deed of said Grantor.

Notary Public

EXHIBIT H

**GENERAL POLICY STATEMENT FOR THE CONSTRUCTION OF THE SAINT PAUL
SKYWAY SYSTEM, ADOPTED MARCH 10, 1987**

GENERAL POLICY STATEMENT FOR THE CONSTRUCTION OF THE SAINT PAUL SKYWAY SYSTEM

Adopted By The
City Council Of
Saint Paul, Minnesota
January 8, 1980
Revised March 10, 1987
Amended November 5, 1997

DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT
OF THE CITY OF SAINT PAUL, MINNESOTA

This Policy Statement supersedes
and replaces the
General Policy Statement
Pedestrian Concourse System
Downtown Urban Renewal Project
Minn. R-20
Adopted by the
Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota