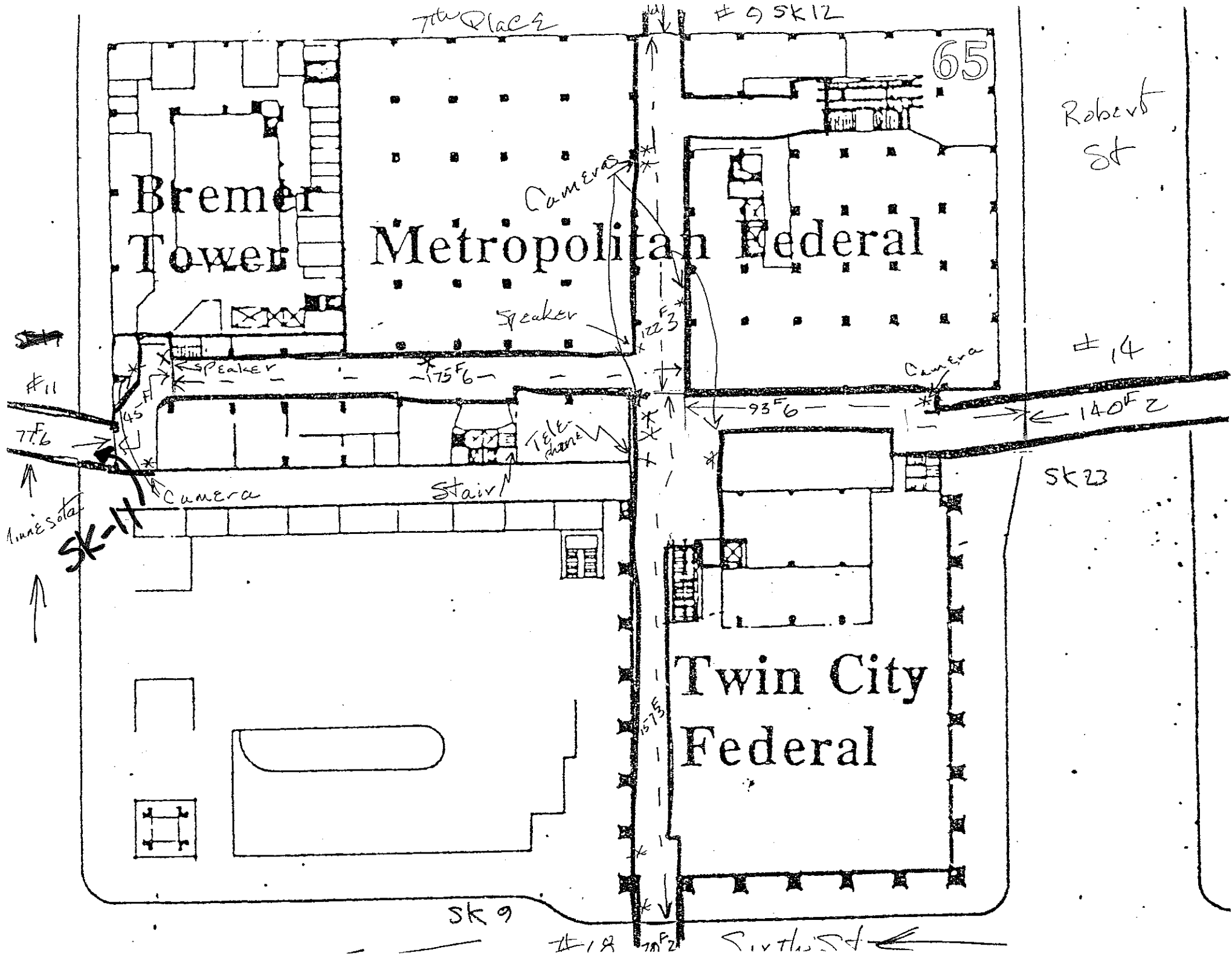




AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 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", A. C. CLASEMAN & ASSOC., INC., a Minnesota corporation, hereinafter referred to as "Claseman", ANB REALTY CORPORATION, a Minnesota corporation, hereinafter referred to as "ANB", AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, hereinafter referred to as "American Bank", BREMER TOWERS, a Minnesota limited partnership, hereinafter referred to as "Bremer Towers", OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, hereinafter referred to as "Oxford", and ST. PAUL JOINT VENTURE, a Minnesota partnership consisting of Capital Hospitality Corporation, a Minnesota corporation, as a general partner, and SPH Hotel Company, a Minnesota corporation, as a general partner, hereinafter referred to as "Venture", whose new building, i.e., the Radisson Plaza Hotel, hereinafter being referred to as "Hotel".

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, upon a portion of the Block bounded by Cedar, Minnesota, Sixth and Eighth Streets, as described in that certain Contract for the Sale of Land by and between Oxford Properties U. S. Ltd., HRA, and City dated August 26, 1977, Oxford is to complete a multi-use office and retail development, which shall hereinafter be referred to as "Town Square", and, upon Parcel A-2 of the Block, as described in that certain Contract For Sale of Land

by and between Venture and HRA dated November 1, 1977, Venture is to complete a hotel, the Radisson Plaza, referred to hereinafter as "Hotel", and on the block bounded by Seventh, Eighth, Minnesota and Robert Streets, there exist certain improvements owned by ANB, that the portion thereof on the land described in Exhibit A attached hereto shall hereinafter be referred to as the "Bremer Property"; and

WHEREAS, an extension of the System over Minnesota Street between East Sixth Street and East Seventh Place (formerly East Seventh Street) from Town Square and Hotel on the west, to the Bremer property on the east, has been approved as part of the Seventh Place Redevelopment Project Plan, which plan was approved by the Council of the City of Saint Paul on December 5, 1978; in Council File 272155, and has been filed with the City Clerk of the City of Saint Paul; and

WHEREAS, the extension of the System over Minnesota Street necessitates pedestrian ingress, egress and transit through certain portions of Town Square, Hotel and the Bremer Building; and

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

WHEREAS, substantial public monies will be expended for the design and construction of said skyway bridge over Minnesota Street; and

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

WHEREAS, the City by Ordinance No. 16617, Council File No. 274205, granted the HRA permission to construct and operate a skyway bridge across Minnesota Street between Sixth Street and East Seventh Place, which Ordinance is attached hereto as Exhibit B.

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

BRIDGE CONSTRUCTION

1. The HRA agrees to design, construct and pay for a skyway bridge connecting Town Square and Hotel with the Bremer property in accordance with HRA and City approved plans and specifications prepared for HRA by Hammel, Green and Abrahamson, dated November 30, 1979, also known as Bid No. A 8448-S, and reviewed by Oxford, Venture and Claseman. Said skyway bridge shall include: support structures; related mechanical/electrical equipment for heating, ventilating and air conditioning ("HVAC"), lighting and roof drainage tied into the respective systems of Hotel; aluminum and glass doors at the Bremer property end of the skyway bridge; finishing at skyway bridge ends; and insulated glass to the extent glass is used to enclose said skyway bridge. HRA, as part of its bridge cost, will build a raised platform at the easterly end of the skyway bridge (approximately 12' x 14') and an adjacent ramp (approximately 5' x 6' in length) to meet a platform to be built by Claseman, and will construct all necessary foundation structures within the building on the Bremer property to support the skyway bridge. The platform and ramp built by HRA and Claseman will serve as the transition from the skyway bridge end to the existing floor level of the Bremer property (see drawing dated August 12, 1979 by Reeve Hutchinson). HRA will accomplish and pay for any mechanical and electrical system installations and connections which are shown in the approved plans and specifications to be part of the HRA construction contract.

2. HRA will include a provision in its contract for the construction of the skyway bridge, whereby the contractor consents to the assignment of warranties to the owners of the buildings abutting the bridges, and HRA shall assign such warranties to them upon approved completion, without relinquishing its own rights under such warranties, and, if necessary, HRA will cooperate and assist in any prosecution of lawful and proper claims such owners may later assert against the contractor(s) and/or architects or others arising from faulty design or construction of the skyway bridge.

CONSTRUCTION AND COST RESPONSIBILITIES

3. HRA shall be responsible for and shall pay up to \$50,000.00 for the costs which have been incurred by Claseman for (i) demolition within the Bremer property which was necessitated by the new construction, and (ii) the construction and completion of such new pedestrian concourse in accordance with this Agreement and the plans as follows:

- a. HRA will, as part of said \$50,000.00, reimburse up to one-half of the cost of new partition walls along said concourse limited to standard drywall in all areas and finishing on the public side (which shall not include any portion of wall finishing facing private areas).
- b. Claseman will be responsible for installing (i) the ramps and platforms not described in paragraph 1. above, creating transition from the skyway bridge to the existing floor level, (ii) installing all finished floor material, including areas over all platforms and ramps, and (iii) making revisions necessitated to ceilings over ramps and platforms. This work performed by Claseman shall be reimbursed as part of the up to \$50,000.00 sum paid by HRA to Claseman.
- c. Such funds shall be available to reimburse only costs incurred in the referenced demolition work and construction and completion of the new 12-foot wide pedestrian concourse between the skyway bridge herein and the existing north-south pedestrian concourse in the Bremer property, and may include all work necessary to provide a completely finished pedestrian concourse environment with proper levels of lighting, heating, cooling and ventilation.

As noted in paragraph 21. herein, HRA shall purchase the typical directional signs and Claseman shall at its cost install such signs. Claseman will be responsible to install and pay for the entire cost of refinishing the metal panel wall at the west facade, without reimbursement from HRA therefor.

All other costs for the construction and completion of the pedestrian concourse areas within the Bremer property, except as otherwise specifically provided for herein, shall be borne by Claseman. Claseman shall submit to HRA for review and approval an itemized account of all actual costs and expenses incurred in construction and completion of its new pedestrian concourses.

EASEMENTS

4. Subject to payment required of HRA in paragraph 3. above, Claseman, ANB and American Bank hereby agree to grant to the City a public easement for the pedestrian skyway system through the Bremer property, all in accordance with Exhibit C attached hereto. Said easement to be granted by Claseman, ANB and American Bank shall be in the form attached hereto as Exhibit D, and shall grant to the public the right of use of said pedestrian skyway system through the Bremer property 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 Bremer property new pedestrian concourse provided for herein, shall be open so as to at least conform to the Town Square general retail hours, but in no event less than 7:00 a.m. to 10:00 p.m. Monday through Friday, and 7:00 a.m. to 7:00 p.m. on Saturday, all subject to further agreement by City.

5. That said easement to be granted through the Bremer property shall be in accordance with the attached Exhibit B and shall commence at the westerly property line of the Bremer property where the skyway bridge from Town Square and Hotel over Minnesota Street connects with the Bremer property and shall extend easterly through the Bremer property on the second level to the existing north-south pedestrian concourse through the Bremer property, together with such vertical access easement as is provided in such Exhibit C, including that over a stairway and portions of the ground floor to Minnesota Street.

6. The public easement provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, or where escalators, stairways, or the structural design of the building is such that a width of 12 feet is impossible.

7. Said easement shall be more particularly described, at HRA expense, after survey of the completed pedestrian concourse public easement area by a registered land surveyor.

8. Claseman, ANB and American Bank agree that the pedestrian concourse within the easement herein described and the adjacent access public easements shall be designated as public easements and that all ordinances of the City applicable to the System shall govern.

9. 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 Bremer property by condemnation or under the threat of condemnation. Said waiver applies to the easement through the property, but not to the skyway bridge.

10. It is agreed by and between the parties hereto that the skyway bridge shall at all times be owned by the City and/or HRA, and said 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 AND MAINTENANCE

11. Oxford, Venture and Claseman agree to maintain, repair and operate the electrical, drainage and HVAC facilities in and serving the skyway bridge at their sole cost and expense, and shall keep and maintain the skyway bridge in repair in a reasonably safe condition for pedestrian travel, reasonably clean and free of litter and debris.

12. Oxford, Venture and Claseman further agree to provide the necessary repair, operation and maintenance of the skyway bridge and its integral parts at their 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. HRA and City shall be furnished with plans and specifications for all additions, alterations or major repairs and replacements to the skyway bridge, 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 14 days shall be deemed approval.

13. Oxford, Venture, Claseman, ANB and American Bank shall enter into a separate written agreement for sharing the maintenance, operation and repair costs and responsibilities for said skyway bridge, its integral parts and related equipment. It is agreed that Venture will provide, at no cost to Oxford, Claseman, ANB, American Bank, HRA or City, all initial necessary systems and equipment to supply all HVAC, electrical and other operating utilities for said skyway bridge.

14. Claseman hereby agrees to provide all repairs and maintenance to maintain the new pedestrian concourse in or on the Bremer property to a reasonable standard of safety and cleanliness, and to provide operating costs for the said pedestrian concourse. HRA and City shall be furnished with plans and specifications for all additions, alterations or major repairs and replacements to the pedestrian concourse, 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 14 days shall be deemed approval.

15. If Oxford, Venture and Claseman fail to adequately maintain, repair and operate the said skyway bridge to a reasonable standard of safety, or Claseman shall fail to undertake reasonable maintenance, operation or repair of the new pedestrian concourse area through its property within 30 days after receipt by the affected party or parties of written demand from the City, the City may undertake said reasonable necessary maintenance, repair 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; provided, however, that the City retains the right to assess such costs against the party(ies) as a local improvement in the manner provided by law.

16. The skyway bridge and pedestrian concourse 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 purposes other than for or on store fronts in the pedestrian concourse, such store front signage shall not project out from the wall into the easement area, subject, however, to the reasonable advance approval of HRA. Nothing herein contained shall prevent the installation and maintenance of directional sign(s) identifying the building names.

SURETY BONDS AND INSURANCE

17. Oxford, Venture and Claseman shall together furnish and maintain a surety bond in the amount of \$50,000.00 for the said skyway bridge to and in favor of the City of Saint Paul, as obligee, conditioned that said property owners shall indemnify and hold harmless the City in accordance with said Ordinance against all expenses and liability on account of all costs, claims, suits and judgments arising out of or connected with the maintenance, operation, repair and/or removal of the skyway bridge, its integral parts and related equipment, and, further conditioned upon the property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation, repair and/or removal of the skyway bridge, which surety bond shall be in such form as shall be reasonably approved by the Director of Finance and Management Services for the City. The HRA shall procure from the general contractor and provide to the parties, 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 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, copies of which are attached hereto as Exhibits E-1 and E-2.

18. Insurance required by paragraph 20. hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by Oxford, Venture and Claseman and shall be shared in accordance with the separate agreement for the sharing of operating, maintenance and repair costs that Oxford, Venture and Claseman shall enter into as provided herein.

19. Insurance required hereunder for hazard and liability for the area designated as easement for the pedestrian concourse shall be a maintenance cost to be assumed by Claseman.

20. Oxford, Venture and Claseman shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge and Claseman shall do so as to liability insurance for the said new pedestrian concourse, with a duly licensed insurance company, wherein the City and HRA shall be designated as additional insureds, said insurance containing the following minimum coverages: for personal injuries, including death, \$500,000.00 for each occurrence; for property damage to the extent of \$200,000.00 in any single accident. 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 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

21. The location of directional or other signs that may be installed in the pedestrian concourse herein shall be determined jointly by the HRA and Claseman. HRA shall pay the cost of purchase as to signs located on the Bremer property as shown on Exhibit C. The cost of installing, operating, maintaining and repairing the signs herein shall be borne by Claseman. If the location of the pedestrian concourse public easement is changed, the signs shall be removed accordingly, and the cost of moving and re-installing signs to a new

easement area shall be borne by Claseman. If the sign moving requires a change in the sign face, this shall be done at the property owner's expense and consistent with the graphic design system established for skyway signs.

BINDING OBLIGATIONS

22. This Agreement is subject to the terms and conditions of the aforesaid Ordinance No. 16617, as adopted by the Council of the City of Saint Paul, and all its terms and conditions are incorporated herein by reference. All parties hereto, other than HRA and City and Bremer Towers, are considered to be permittee's successors under the terms of said Ordinance, except with respect to the obligations of the permittee to construct said bridge under Sections 2(a) and 2(n) of said Ordinance.

23. 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 applicable.

24. 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 is vacated or abandoned in the manner permitted by law, or terminated in accordance with the Grant of Easement.

25. It is understood that this Agreement does not govern the relationships and agreements by and among Oxford, Venture, Claseman, ANB, American Bank and Bremer Towers themselves to each other, other than the requirements of paragraph 13. above.

26. The Bremer property is presently owned by ANB and leased to American Bank; Claseman occupies the building pursuant to a sublease agreement. Thus, where rights, duties and responsibilities hereunder accrue to Claseman, ANB and American Bank shall also be deemed responsible therefor; however, this shall not in any way affect the rights and duties of ANB, American Bank and Claseman among themselves. Bremer Towers, lessee of the property described as Lots 6 and 7, Block 4, St. Paul Proper according to the plat thereof on file and of record with the Register of Deeds in and for Ramsey County, hereinafter

referred to as Bremer Towers property, is interested as an assignee of the lessee's interest in a certain lease agreement dated March 12, 1927 between Albert I. Shapira, Annie R. Shapira, Moses Shapira and Gertrude Shapira, as lessors, and Ralph N. Cardozo and Hart N. Cardozo, as lessees; Claseman, ANB, American Bank and Bremer Towers have entered into a certain Easement Agreement providing for easements of ingress and egress to the skyway level between the Bremer Towers property and the Bremer property, dated October 16, 1979, and as to the relationship among the parties to said Easement Agreement, the terms of the Easement Agreement have control; Bremer Towers shall maintain in accordance with its terms direct access from the Bremer Towers property to the skyway system through the Bremer property.

27. It is understood and agreed that in the event of any default in the performance hereof by Claseman, its successors or assigns, that ANB and American Bank, their successors or assigns, shall become fully and immediately obligated to perform such duties and obligations.

28. This Agreement shall survive conveyance and delivery of the Grant of Easement provided for herein and shall not be considered merged therein.

29. 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, partnerships, or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. For purposes of this paragraph, "owner" shall include, but not be limited to, lessors, lessees, sublessors and sublessees, and shall include, therefor, Oxford, Venture, Claseman, Bremer Towers, ANB and American Bank.

30. Seven (7) days after substantial completion of the skyway bridge, and the furnishing to Venture, Oxford, and Claseman of an architect's certificate so stating, the obligations and duties contained in paragraphs 11, 12, 15, 17 and 20, herein above, as to said skyway bridge, shall become operative.

31. Seven (7) days after substantial completion of the pedestrian concourse, the obligations and duties contained in paragraphs 4, 7, 14, 15 and 20, herein above, as to said pedestrian concourse, shall become operative.

32. 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
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

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

And

Oxford Development Minnesota, Inc.
400 Baker Building
706 Second Avenue So.
Minneapolis, Minnesota 55402

- c. To: A. C. Claseman & Assoc., Inc.
A. C. Claseman
310 Bremer Building
419 No. Robert Street
St. Paul, Minnesota 55101
- d. To: Bremer Towers
A. C. Claseman
310 Bremer Building
419 No. Robert Street
St. Paul, Minnesota 55101
- e. To: ANB Realty Corporation
William S. Fallon
Fifth & Minnesota Streets
St. Paul, Minnesota 55101
- f. To: American National Bank & Trust Company
William S. Fallon
Fifth & Minnesota Streets
St. Paul, Minnesota 55101
- g. To: St. Paul Joint Venture
John R. Heim
12755 State Highway 55
Minneapolis, Minnesota 55441

And

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

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

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

By

Its

Joanne Showalter

By

Its

George T. McManus

APPROVED AS TO FORM

Philip B. Byrne

Assistant City Attorney

CITY OF SAINT PAUL

By

Its Mayor

George Latine

By

Its Director, Department of Planning
and Economic Development

Raymond

By

Its Director, Department of Finance
and Management Services

Bernard Rader

Tr

By

Its City Clerk

Rosemary

OXFORD DEVELOPMENT MINNESOTA, INC.

By *L.C. Anderson*
Its *VP*

By *J.L. Lindstrom*
Its *asst V.P.*

ST. PAUL JOINT VENTURE

Capital Hospitality Corporation

By *John R. Klein*
Its *VP*

SPH Hotel Company

By *M. Mason*
Its *Pres.*

A. C. CLASEMAN & ASSOC., INC.

By

Its

President

By

Its

its Thomas C Mahan
Sec.

See.

ANB REALTY CORPORATION

By

115

its *Edell*

By

ITS

ts VP-BB

AMERICAN NATIONAL BANK AND TRUST COMPANY

By

Its

Wu S. Tai

Vice Pres

By

US

Vice Pres
t5 VP B-B

BREMER TOWERS

By

SI

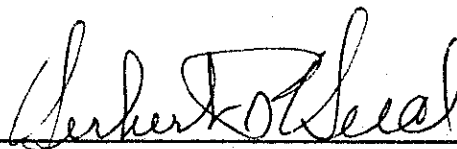
ITS *For Lester General Butler*

By

521

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 2nd day of MAY, 1984 before me, a Notary Public within
and for said County, appeared A. C. Claseman, to me personally known, who, being by
me duly sworn, did say that he is the general partner of BREMER TOWERS, a Minnesota
limited partnership, and said A. C. Claseman acknowledged that said instrument was the
free act and deed of said limited partnership.

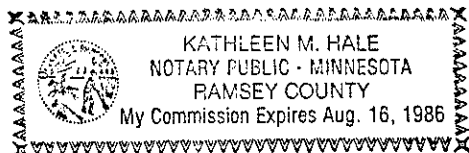


HERBERT P. HELD
Notary Public, Ramsey County, Mn.
My commission expires Dec. 10, 1985



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20
day of May, 1980, by 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.



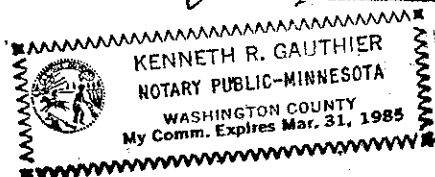
Kathleen M. Hale

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

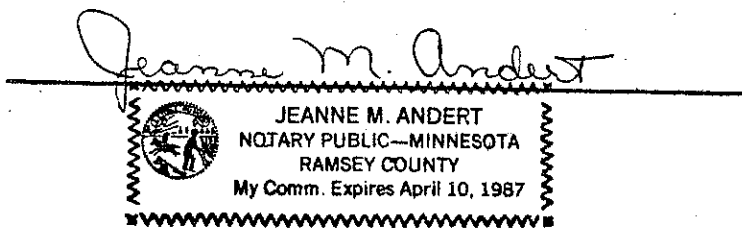
The foregoing instrument was acknowledged before me this 23rd
day of May, 1980, by GARY E. STOUT, Director of Planning
and Economic Development for the CITY OF SAINT PAUL, a municipal
corporation of the State of Minnesota, on behalf of the City of Saint
Paul.

Kenneth R. Gauthier

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

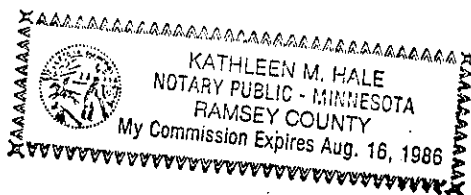


The foregoing instrument was acknowledged before me this 21st
day of May, 1980, by BERNARD J. CARLSON, Director of
Finance and Management Services for the CITY OF SAINT PAUL, a municipal
corporation of the State of Minnesota, on behalf of the City of Saint
Paul.



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20
day of May, 1980, 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.



Kathleen M. Hale

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

On this 1st day of May, 1980, before me, a Notary Public within and for said County, appeared L.C. Deardorff and B.L. Lindstrom, to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice President and Assistant Vice President of OXFORD DEVELOPMENT MINNESOTA, INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said L.C. Deardorff and B.L. Lindstrom acknowledged said instrument was the free act and deed of said corporation.

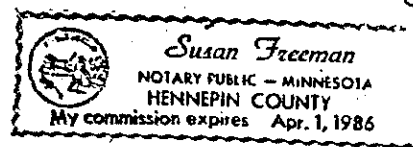


Brian A. Field

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

On this 9th day of May, 1980, before me, a Notary Public within and for said County, appeared John W. Neim, to me personally known, who being by me duly sworn did say that he (she) is the Vice President of CAPITAL HOSPITALITY CORPORATION, a Minnesota corporation, and a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, that said instrument was signed by authority of its Board of Directors, and he (she) acknowledged that said instrument was the free act and deed of said corporation.

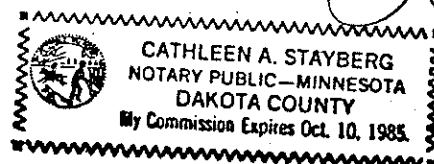
Susan Freeman



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 12th day of May, 1980, before me, a Notary Public within and for said County, appeared P. D. [unclear], to me personally known, who being by me duly sworn, did say that he (she) is the President of SPH HOTEL COMPANY, a Minnesota corporation, and a general partner in ST. PAUL JOINT VENTURE, a Minnesota partnership, that said instrument was signed by authority of its Board of Directors, and he (she) acknowledged that said instrument was the free act and deed of said corporation.

Cathleen A. Stayberg



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 2nd day of MAY, 1980, before me, a Notary Public within and for said County, appeared A.C. CLASEMAN and T.C. MAHAN, to me personally known, who, being each by me duly sworn, did say that they are respectively the PRESIDENT and SECRETARY of A.C. CLASEMAN & ASSOC., INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said A.C. CLASEMAN and T.C. MAHAN acknowledged that said instrument was the free act and deed of said corporation.

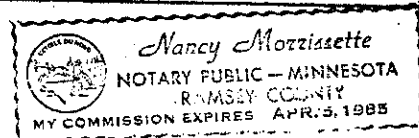
Herbert P. Held

HERBERT P. HELD
Notary Public, Ramsey County, Mn.
My commission expires Dec. 10, 1985

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 5th day of May, 1980, before me, a Notary Public within and for said County, appeared J. E. Edell and George B. Beng, to me personally known, who, being each by me duly sworn, did say that they are respectively the VP and VP of ANB REALTY CORPORATION, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said J. E. Edell and George B. Beng acknowledged that said instrument was the free act and deed of said corporation.

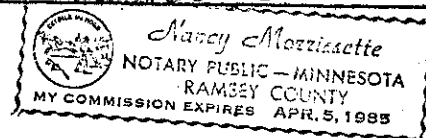
Nancy Morrissette



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

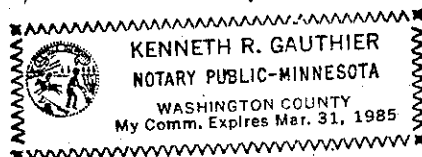
On this 5th day of May, 1980, before me, a Notary Public within and for said County, appeared Wm. S. Fallon and George B. Beng, to me personally known, who, being each by me duly sworn, did say that they are respectively the VP and VP of the AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, that said instrument was signed by authority of its Board of Directors, and said Wm. S. Fallon and George B. Beng acknowledged that said instrument was the free act and deed of said banking corporation.

Nancy Morrissette



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 23rd day of May, 1980, before me, a Notary
Public within and for ^{WASHINGTON} said County, appeared Joanne Showalter
and George R. McMahon, to me personally known, who, being each
by me duly sworn, did say that they are respectively the _____
Chairperson and Secretary of the HOUSING AND REDEVELOP-
MENT 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 Joanne Showalter
and George R. McMahon acknowledged said instrument was the free
act and deed of said corporation.



BREMER PROPERTY

Description

A tract of land located in Ramsey County, Minnesota, described as follows:

Lots 4, 5 and 8, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the SE'y 5 feet thereof for alley.

The North 1/2 of the South 1/3 of Lots 1, 2 and 3, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the easterly 20 feet thereof.

Introduced By

J. D. Miller Ordinance

Referred To _____

Committee: _____

Date _____

Out of Committee By _____

Date _____

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE THE FOLLOWING OVERHEAD PEDESTRIAN PASSAGEWAYS OVER PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF SAINT PAUL; AND

- 1) ACROSS EAST SIXTH STREET BETWEEN THE INTERSECTION THEREWITH OF MINNESOTA STREET AND CEDAR STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING NORTHWESTERN NATIONAL BANK (NORTHWEST CROSSING) ON THE SOUTH SIDE OF EAST SIXTH STREET TO THE RADISSON HOTEL/TOWN SQUARE COMPLEX ON THE NORTH SIDE OF EAST SIXTH STREET.
- 2) ACROSS MINNESOTA STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SEVENTH PLACE AND EAST SIXTH STREET, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE RADISSON HOTEL/TOWN SQUARE COMPLEX ON THE WEST SIDE OF MINNESOTA STREET TO THE BREHER BUILDING ON THE EAST SIDE OF MINNESOTA STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority hereby are granted to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota corporation and/or its successors in interest to construct, maintain and operate the following overhead pedestrian passageways over public streets within the corporate limits of the City of Saint Paul; and

EXHIBIT B

COUNCILMEN

as Nays

Butler _____ In Favor
Hozza _____
Hunt _____
Levine _____ Against
Maddox _____
Showalter _____
Tedesco _____

by Council: _____ Date _____

and Passed by Council Secretary _____

Approved by Mayor: _____ Date _____

Requested by Department of: _____

By _____

Form Approved by City Attorney: _____

By _____

Approved by Mayor for Submission to Council _____

EXH. B

274025

- 1) across East Sixth Street between the intersection therewith of Minnesota Street and Cedar Street, said overhead pedestrian passageway to be extended from the existing Northwestern National Bank (Northwest Crossing) on the south side of East Sixth Street to the Radisson Hotel/Town Square Complex on the north side of East Sixth Street.
- 2) across Minnesota Street between the intersection therewith of East Seventh Place and East Sixth Street, said overhead pedestrian passageway to be extended from the Radisson Hotel/Town Square Complex on the west side of Minnesota Street to the Bremer Building on the east side of Minnesota Street.

Section 2.

That the Director of Public Works is hereby authorized to issue necessary permits to said permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, for the construction, maintenance, and operation of said overhead pedestrian passageways according to the plans and specifications approved by the Department of Public Works and at the separate cost and expense of said permittee, upon said permittee's compliance with the following conditions.

- a. That said permittee 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 passageways hereunder;
- b. That said permittee shall pay the costs for the publication of this Ordinance;
- c. That said permittee 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 Six Hundred Dollars (\$600.00) for each overhead pedestrian passageway noted above and shall be accounted for under separate Department of Public Works Project Number(s);
- d. That said permittee shall furnish the Department of Public Works all documents of record for each overhead pedestrian passageway above, 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;
- e. That said permittee shall construct each overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works.

Such construction shall be made in strict compliance with the American Association of State Highway and 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;

- f. That said permittee 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 of 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 each overhead pedestrian passageway hereunder; and that supplemental to all other obligations, on their part, jointly and/or severally, hereunder, said permittee and/or its successors in interest shall furnish and maintain and pay all premiums and other expenses therefor, Casualty 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, indemnifying 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 structures hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul;
- g. That said permittee shall not proceed with construction unless and until said permittee 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 Ordinance, the aforesaid Section of said Specifications shall be read as though the word "permittee" was 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.
- h. That said permittee and/or its successors in interest, shall among other things, at their 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 each overhead pedestrian passageway 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 permittee and/or its

successors in interest shall maintain and operate each overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel, 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 and cooled air within each bridge to maintain temperatures comparable to that normally maintained within heated and air-conditioned office spaces;

- i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all of the supports of each overhead pedestrian passageway noted above entirely within the lines of the subject private real estate and entirely without public street rights-of-way;
- j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of each overhead pedestrian passageway shall make necessary the closing of Minnesota/East Sixth Streets or any part thereof; all expenses incurred by the Traffic Bureau in furnishing, installing, or removing barricades, signs, and other control devices shall be paid by the permittee;
- k. That said permittee and/or its successors in interest shall not use any part of either overhead pedestrian passageway for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;
- l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance, and operation of each overhead pedestrian passageway hereunder, provide a minimum vertical clearance of at least 17 feet 4 inches between and throughout the course of the bottom of each structure and the surface of each section of Minnesota/East Sixth Streets, except as may be altered by the City's future street work in each case;
- m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;
- n. That said permittee and/or its successors in interest shall complete the construction and erection of each overhead pedestrian passageway 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 (o) below;

- o. That said permittee shall notify the City Bridge Engineer of 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 each overhead pedestrian passageway hereunder.
- p. That each overhead pedestrian passageway shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of either structure from said location;
- q. That said permittee shall, within the period of ten (10) days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;
- r. That upon the execution of an Agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the applicable building/property owners respecting the aforesaid pedestrian passageways noted above, the permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, the applicable building/property owners, shall be responsible for paying the insurance premiums of each overhead pedestrian passageway connecting their buildings and shall also be responsible for providing the maintenance and operation of same;
- s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for each overhead pedestrian passageway (bridge) hereunder, made and executed by said permittee's successors in interest 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 the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain or repair each overhead pedestrian passageway to a reasonable standard of safety, or fail to remove either overhead pedestrian passageway hereunder upon order by the Council, the City of Saint Paul may undertake the maintenance, repair or removal 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 each overhead pedestrian passageway or any part thereof remains in that portion of public rights-of-way as shown on plans on file with the Department of Public Works. The Surety Bond shall be in such form as shall be

Ordinance

Ordinance NO. 16617Presented By E. W. Maher

Referred To _____

Committee: _____

Date _____

Out of Committee By _____

Date _____

-6-

approved by the City Attorney, and shall have such surety as shall be approved by the Director of Finance and Management Services;

t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on each bridge, before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same;

u. That the successors in interest to the permittee in each instance 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 & Management Services of the City of Saint Paul.

Section 3.

That this Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication.

COUNCILMEN

s. McMAHON Nays~~Borier~~~~Horn~~

Hunt

Levine

Maddox

Showalter

Tedesco

6

In Favor

0

Against

Passed by Council:

Date

DEC 11 1979

Passed by Council Secretary

Approved by Mayor:

Date

DEC 13 1979

Requested by Department of:

Public Works

By

Donald E. Nygaard, Director (TJE/RAH)

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

TOWN SQUARE

BREMER TOWER

BREMER BUILDING

SK-11

Minnesota Street

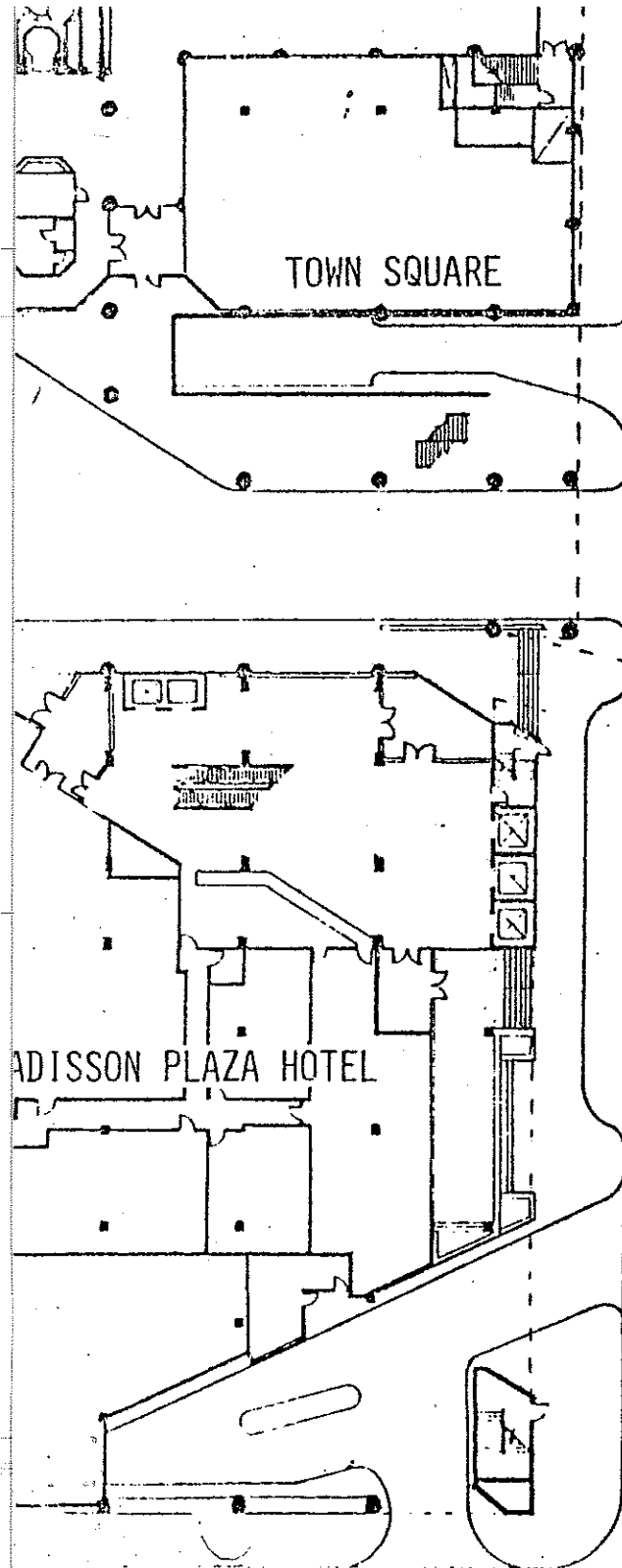
ESSON PLAZA HOTEL

TWIN CITY
FEDERAL

EXHIBIT "C"

Skyway Level

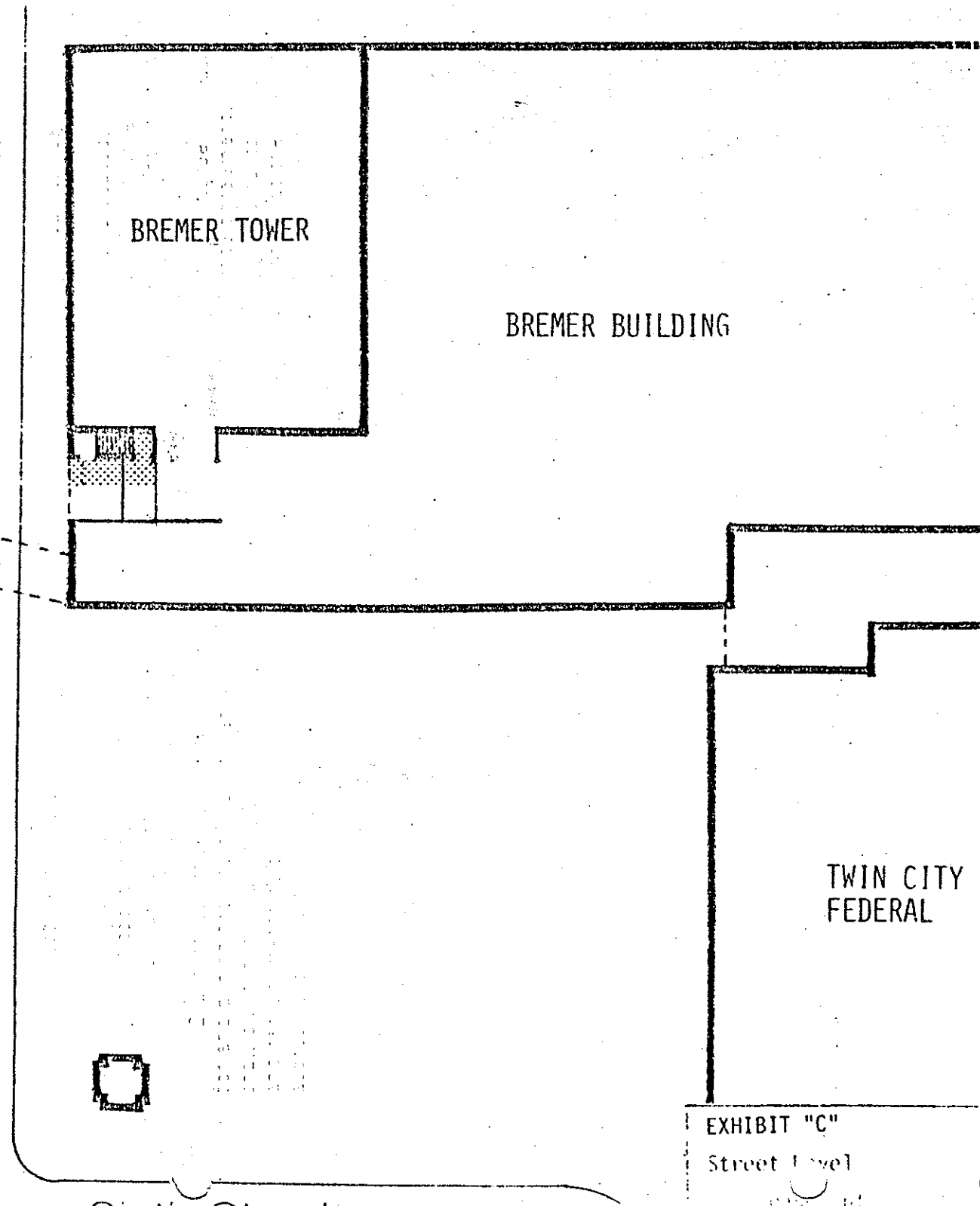
- new easement
- existing easement
- bridge
- directional sign



TOWN SQUARE

MADISON PLAZA HOTEL

Minnesota Street



BREMER TOWER

BREMER BUILDING

TWIN CITY
FEDERAL

Sixth Street

EXHIBIT "C"
Street Level

GRANT OF EASEMENT

WHEREAS, ANB REALTY CORPORATION, a Minnesota corporation, 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 "Grantors' Property", and AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, is presently a lessee of the Property from ANB Realty Corporation, and American National Bank and Trust Company is sublessor of the Property to A. C. CLASEMAN & ASSOC., INC., a Minnesota corporation, as sublessee, all of whom are collectively referred to herein as "Grantors"; and

WHEREAS, Grantors have agreed pursuant to that Agreement dated _____ by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, Grantors, Bremer Towers, Oxford Development Minnesota, Inc., and St. Paul Joint Venture, to grant to the City of Saint Paul a public easement for purposes of pedestrian ingress, egress and transit through Grantors' 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, Grantors, for themselves, their respective successors and assigns, do hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, an easement for the use and benefit of the public 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 or all of the easement area within, on or over Grantors' 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 grant 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 Grantors' Property as the City of Saint Paul may, by agreement with the Grantors or their 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 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.

Grantors reserve unto themselves the unconditional right and privilege of selling, conveying and transferring the Property described above or any interest therein to any corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of the Grantors' or any one of them of its interest in the Property, the Grantors (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 Grantors (seller) contained in the aforesaid Agreement thereafter to be performed; provided that Grantors' successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantors thereunder and hereunder.

The grant of easement herein shall be subject to the right of the Grantors 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 Grantors, 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 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 Grantors.

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, in substantially the same location, Grantors, their 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 Grantors, their successors or assigns.

Grantors, for themselves, their respective successors and assigns, do hereby agree for and during the life of said easement, Grantors or their 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, Grantors have hereunto set their hands this _____ day of _____, 19____.

(S E A L)

AMERICAN NATIONAL BANK AND TRUST COMPANY

By _____

Its _____

By _____

Its _____

(S E A L)

ANB REALTY CORPORATION

By _____

Its _____

By _____

Its _____

(S E A L)

A. C. CLASEMAN & ASSOC., INC.

By _____

Its _____

By _____

Its _____

THIS INSTRUMENT WAS DRAFTED BY:

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____ of A.C. CLASEMAN & ASSOC., INC., a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said _____ and _____ acknowledged that said instrument was the free act and deed of said corporation.

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____ of ANB REALTY CORPORATION, a Minnesota corporation, that said instrument was signed by authority of its Board of Directors, and said _____ and _____ acknowledged that said instrument was the free act and deed of said corporation.

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, appeared _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the _____ and _____ of the AMERICAN NATIONAL BANK AND TRUST COMPANY, a United States banking corporation, that said instrument was signed by authority of its Board of Directors, and said _____ and _____ acknowledged that said instrument was the free act and deed of said banking corporation.

4. INSURANCE

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

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

6 INSURANCE

Modify Section 4 of the General Conditions, as follows:

a. Insert the following after City:

"and Hammel, Green and Abrahamson, Inc."

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

c. Paragraph C:

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

d. Add the following after paragraph D:

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

11 ~~# 11~~

COPY

SKYWAY BRIDGE MAINTENANCE AGREEMENT

THIS IS AN AGREEMENT made as of May 1, 1980,
between:

A.C. CLASEMAN & ASSOC., INC., ("Claseman"), a Minnesota corporation;

ANB REALTY CORPORATION ("Realty"), a Minnesota corporation;

AMERICAN NATIONAL BANK AND TRUST COMPANY ("Bank"), a United States national banking association;

OXFORD DEVELOPMENT MINNESOTA, INC., ("Oxford"), a Minnesota corporation; and

ST. PAUL JOINT VENTURE ("Venture"), a Minnesota partnership of Capital Hospitality Corporation, a Minnesota corporation, and SPH Hotel Company, a Minnesota corporation.

THE PARTIES HERETO recite as follows:

1. Claseman occupies the structure described as the Bremer Building ("Bremer Building") located in part on the property described in Exhibit A attached hereto and by reference made a part hereof ("Bremer Property"), pursuant to a lease from Realty to Bank and a sublease from Bank to Claseman.
2. Oxford is constructing a structure to be known as St. Paul Town Square ("Town Square Building"), located in part on the property described in Exhibit B attached hereto and by reference made a part hereof ("Town Square Property").
3. Venture is constructing a structure to be known as the Radisson Plaza Hotel ("Hotel Building"), located in part on the property described in Exhibit C attached hereto and by reference made a part hereof ("Hotel Property").
4. By an agreement of even date herewith ("Skyway Agreement") between the parties hereto, Bremer Towers, the City of Saint Paul ("City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, ("HRA"), a copy of which is attached hereto as Exhibit D and by reference made a part hereof, a pedestrian skyway bridge ("Bridge") is to be constructed over Minnesota Street linking the Bremer Building on the east to Town Square Building and the Hotel Building on the west.

5. Under the terms of the Skyway Agreement, the parties hereto have certain responsibilities relating to the operation and maintenance of the Bridge and certain related equipment which they wish to delegate in accordance with the terms and conditions hereof.

IN CONSIDERATION THEREOF, the parties agree as follows:

1. Bridge Maintenance Venture shall maintain, repair, and replace as needed the Bridge and all related equipment therein, including the doors to be located at the east end of the Bridge. Claseman shall provide to Venture reasonable access and right of entry as necessary to maintain, repair, and replace as needed said doors and any part of the Bridge related equipment lying east of said doors. The Bridge shall be kept in a reasonably safe condition for pedestrian travel and reasonably clean and free of litter and debris. The maintenance shall satisfy the maintenance requirements of the Skyway Agreement 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. Plans, specifications, and other contract documents for all additions, alterations, repairs or replacements costing in excess of \$2,000.00 shall be submitted to the parties hereto for approval prior to the commencement of the work contemplated thereby. In addition, plans and specifications shall be submitted to the City and HRA for approval as required by the Skyway Agreement. Venture shall remove the Bridge and all related equipment therein if ordered by the City pursuant to ordinance or if agreed by the parties hereto with such approvals as may be required by City and HRA.

2. Electrical and Mechanical Facilities Venture shall provide in the Hotel Building, at no cost to the other parties, all initially necessary systems and equipment to supply all heating, ventilating, and air conditioning ("HVAC"), electrical energy and lighting in the Bridge and roof drainage from the Bridge. Venture shall operate, maintain, repair, and replace and pay all utility charges related to such systems and equipment as necessary for the comfortable use and proper operation of the Bridge.

3. Insurance Venture shall procure and maintain in force:

(a) property insurance with all-risk coverage in the amount of the full replacement cost of the Bridge as determined by the City or such greater amounts as the parties may agree; and

(b) liability insurance against claims for personal injury, death, or property damage in or about the Bridge with combined single limits of \$1,000,000.00 for bodily injury (or death) and property damage, or such greater amount as the parties hereto may hereafter agree or as the City may require.

Such insurance shall be with duly licensed insurance companies, shall name the parties hereto and the City and HRA as additional insureds, shall require not less than 60 days' prior written notice to each of the additional insureds of termination or material alteration, and shall be evidenced by certificates filed with each of the additional insureds and such other competent evidence as may be required by the City.

4. Surety Bond Venture shall procure a surety bond in the amount of \$50,000.00 to remain in full force and effect so long as the Bridge or any part thereof remains in the public street right-of-way. Said bond shall be made and executed by the parties hereto as principals and a corporate surety company duly authorized to transact business in Minnesota as surety to and in favor of the City as obligee, conditioned upon the parties hereto indemnifying and holding the City harmless in accordance with Ordinance No. 16617 of the City against all expenses and liability on account of all costs, claims, suits, and judgments arising out of or connected with the maintenance, operation, repair, and/or removal of the Bridge, its integral parts and related equipment, and further conditioned upon the parties hereto complying with all terms and conditions expressed and contained in the Skyway Agreement as to maintenance, operation, repair, and/or removal of the Bridge, and further conditioned that, in the event the parties hereto fail to maintain, operate, or repair the Bridge to a reasonable standard of safety, upon demand of the City, the City may undertake the maintenance, operation, or repair thereof and may recover its reasonable cost incurred thereby from said surety.

5. Records Venture shall maintain full and adequate records, open at all times during normal business hours to the other parties hereto or their designee(s), from which the cost of the work performed by Venture hereunder can be readily and correctly determined.

6. Statement of Costs Venture shall present monthly to Oxford and Claseman a statement of the costs to Venture for performing its obligations under the preceding paragraphs hereof (except for obligations at no cost to the other parties). The cost for providing HVAC, electrical energy, and lighting shall be computed by multiplying the monthly usage of the applicable utilities, as determined by the calculations of such usage attached hereto as Exhibit C and by reference made a part hereof, times the average rate for such utilities provided to the Hotel Building as a whole during such month. The cost of labor by Venture's employees shall be computed by multiplying the actual time each employee has worked on the Bridge or related equipment multiplied by the sum of the payroll cost for such employee plus 40% thereof for all fringe benefits, necessary supervision, and incidental use of equipment. All other costs including parts and supplies, rental equipment, insurance and surety premiums, and services performed by others shall be the actual costs billed to Venture.

7. Reimbursement Within ten business days of receipt of a statement of costs from Venture pursuant to paragraph 6 hereof, Oxford shall reimburse Venture for 25% of such costs and Claseman shall reimburse Venture for 50% of such costs. If either Oxford or Claseman disagrees with the accuracy of such costs, they shall nevertheless make payment in accordance herewith, but the disagreement shall be immediately referred by Venture to a mutually acceptable public accountant or other professional consultant acting as an expert and not as an arbitrator. Any decision of such expert shall be binding and any adjustment required to a previous payment by reason of such decision shall be made within ten business days of receipt thereof. The cost of such expert shall be borne by the challenging party or parties unless the costs to Venture of performing its obligations as determined by said expert is less by ten percent (10% or more than as reported by Venture, in which event the cost of such expert shall be borne by Venture.)

8. Failure to Perform If Venture fails to perform any obligation hereunder, and is served with written demand therefor by the City, then on not less than ten days' notice, another party hereto may enter the Bridge, the Hotel Property, or the Bremer Property, as may be required and perform such obligation. The party so performing shall be reimbursed for costs incurred thereby in the same manner as provided in Paragraphs 6 and 7 hereof, with Claseman paying 50% of such costs, Venture paying 25% of such costs, and Oxford paying 25% of such costs. Nothing herein shall derogate from any rights or remedies available to the parties under law.

9. 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 by registered or certified mail, postage prepaid, and addressed as follows:

to Realty: ANB Realty Corporation
Fifth and Minnesota Streets
Saint Paul, Minnesota 55101
Attention: William S. Fallon,
Vice President and Counsel

to Bank: American National Bank and Trust Company
Fifth and Minnesota Streets
Saint Paul, Minnesota 55101
Attention: William S. Fallon,
Vice President and Counsel

to Claseman: A. C. Claseman & Assoc., Inc.
310 Bremer Building
Saint Paul, Minnesota 55101
Attention: A. C. Claseman

to Oxford: Oxford Development Minnesota, Inc.
628 North Central Tower
445 Minnesota Street
Saint Paul, Minnesota 55101

and

555 Peavey Building
730 Second Avenue South
Minneapolis, Minnesota 55402

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

and

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

A party may, by written notice given to each of the other parties, designate a different address to which notices, demands or other communications to it may be directed.

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

11. Succession The respective rights and obligations of the parties hereunder shall run with the land and shall be binding upon and inure to the benefit of the respective parties and their successors in interest in their respective properties. Realty and Bank agree that if Claseman's interest in the Bremer Property is terminated or if Claseman fails to make any payment or perform any covenant or condition under this Agreement, they shall make all payments and perform all covenants and conditions of Claseman hereunder.

12. Transfer of Interest Notwithstanding anything in this Agreement to the contrary, each of the parties hereto reserves the right to sell, convey, or otherwise transfer its interest in either the Bremer Property, Hotel Property, or Town Square Property to any corporation, trust, individual, partnership, or other form of venture. In such event, the party making such transfer shall be freed and relieved from and after the date of such transfer of all liability in respect of the obligations of such party hereunder thereafter to be performed; provided that the transferee of such interest agrees in writing to assume the obligations of the transferring party.

13. Commencement and Duration The performance of each obligation under this Agreement shall commence concurrently with the commencement of such obligation of the parties hereto to the City and/or HRA under the Skyway Agreement and shall continue in force until such time as the Bridge shall be removed.

EXECUTED BY the parties hereto as of the date first above written.

A. C. CLASEMAN & ASSOC., INC.

By [Signature]

its President

By Thomas C. Mahan

its Secretary

ANB REALTY CORPORATION

By [Signature]

its VP

By [Signature]

its VP

AMERICAN NATIONAL BANK AND TRUST COMPANY

By Wm S Tan

its

By

its

its

OXFORD DEVELOPMENT MINNESOTA, INC.

By L. Chear

its

By

its

its

ST. PAUL JOINT VENTURE

By Capital Hospitality Corporation

By John Keine

its

And By SPH Hotel Company

By M. Moran

its

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 2ND day
of MAY, 1980 by A.C. CLASEMAN, the PRESIDENT
T.C. MAHAN, the SECRETARY
of A.C. Claseman & Assoc., Inc., a Minnesota Corpora-
tion, on behalf of the corporation.

Herbert P. Held

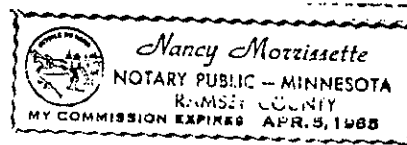
Notary Public

HERBERT P. HELD
Notary Public, Ramsey County, MN
My commission expires Dec. 10, 1980.

STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 5th day
of May, 1980 by George B. Benz, the VP
J. E. Edell, the VP
of ANB Realty Corporation, a Minnesota corporation, on
behalf of the corporation.

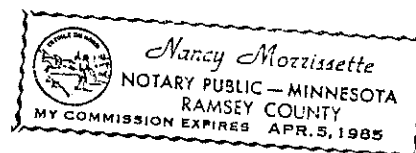
Nancy Morrissette
Notary Public



STATE OF MINNESOTA)
COUNTY OF Ramsey) SS

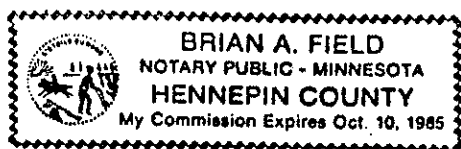
The foregoing instrument was acknowledged before me this 5th day of May, 1980 by William S. Fallon, the VP, and George B. Benz, the VP, of American National Bank and Trust Company, a United States national banking association, on behalf of the association.

Nancy Morrissette
Notary Public



STATE OF MINNESOTA)
COUNTY OF Hennepin) SS

The foregoing instrument was acknowledged before me this 1st day of May, 1980 by L. C. Deardorff, the Vice President, and G. L. Lindstrom, the Assistant Vice President, of Oxford Development Minnesota, Inc., a Minnesota corporation, on behalf of the corporation.

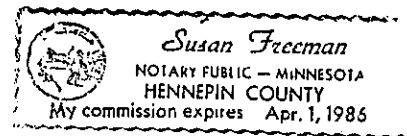


Brian A. Field
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS

The foregoing instrument was acknowledged before me this 9th day of May, 1980 by Joan R. Heum, the VP, of Capital Hospitality Corporation, a Minnesota corporation, on behalf of the corporation as a general partner of St. Paul Joint Venture.

Susan Freeman
Notary Public



STATE OF MINNESOTA)
COUNTY OF Ramsey) SS

The foregoing instrument was acknowledged before me this 12th day of May, 1980 by P. Olson, the President, of SPH Hotel Company, a Minnesota corporation, on behalf of the corporation as a general partner of St. Paul Joint Venture.

Cathleen A. Stayberg
Notary Public

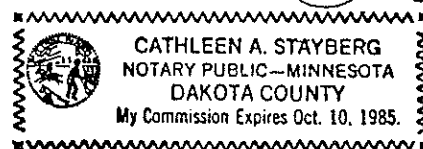


EXHIBIT A

DESCRIPTION OF BREMER PROPERTY

A tract of land located in Ramsey County, Minnesota, described as follows:

Lots 4, 5 and 8, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the SE'ly 5 feet thereof for alley; and

The North 1/2 of the South 1/3 of Lots 1, 2, and 3, Block 4, "St. Paul Proper", according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, except the Easterly 20 feet thereof.

EXHIBIT B

DESCRIPTION OF TOWN SQUARE PROPERTY
(PARCEL A-3)

A tract of land located in Ramsey County, Minnesota, described as follows:

Tract 1: (Abstract)

All of Lot 4 except that part lying within Registered Land Survey No. 320, and all of Lots 5 and 6, Block 5, City of St. Paul (St. Paul Proper), lying Northerly of Line "A" described below, and lying above a plane surface at elevation 72.0 feet, City of St. Paul Datum.

Line "A": Beginning at a point on the Westerly line of Block 5, City of St. Paul (St. Paul Proper) distant 172.00 feet Northerly of the Southwesterly corner of said Block 5; thence Easterly to a point on the Easterly line of said Block 5, distant 173.44 feet Northerly of the Southeasterly corner thereof, and there terminating.

Tract 2: (Torrens)

All of Tract "B", and that part of Tract "A" lying Northerly of the Easterly extension of the North line of Tract "C", Registered Land Survey No. 320, all lying above a plane surface at elevation 72.0 feet, City of St. Paul Datum.

Subject to the rights of the City of St. Paul and the public for street purposes in Tract "A", Registered Land Survey No. 320, for widening of Minnesota Street.

Except the Southerly one-half of East Seventh Street as would accrue to Tract 1 and Tract 2 above described, upon vacation of East Seventh Street which accrual is expressly reserved to HRA and excepted from this Deed.

All in the City of St. Paul, Ramsey County, Minnesota.

All references herein to City of St. Paul Datum are to the United States Geodetic Survey Sea Level Datum 1929 adjustment.

Together with the beneficial easements and rights appurtenant to said real estate, and subject to the easements, rights, restrictions and reservations burdening said real estate, all as set forth in that certain deed between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Oxford Properties U.S. Ltd., dated March 2, 1978, recorded as Document No. 195800 in the office of the County Recorder and recorded as Document No. 653893 in the office of the Registrar of Titles.

Excepting therefrom all public areas as may be hereafter dedicated or conveyed to the City of Saint Paul for a pedestrian concourse system and the Seventh Place Galleria pursuant to the terms of that certain deed between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and Oxford Development Minnesota, Inc., dated March 28, 1979, and recorded as Document No. 2036809 in the office of the County Recorder.

EXHIBIT C

DESCRIPTION OF HOTEL PROPERTY
(PARCEL A-2)

A tract of land located in Ramsey County, Minnesota, described as follows:

Tract 1: (Abstract)

All that part of Lots 10, 11 and 12, Block 5, City of St. Paul (St. Paul Proper), lying above a plane surface at elevation 71.0 feet, City of St. Paul Datum, subject to the rights of the City of St. Paul and the public for street purposes in the Southerly 2.0 feet thereof for widening East Sixth Street, and in the Easterly 2.0 feet of said Lot 12 for widening of Minnesota Street;

and that part of Lot 9, Block 5, City of St. Paul (St. Paul Proper), lying above a plane surface at elevation 71.0 feet, City of St. Paul Datum, and lying Easterly of Line "B" described below, subject to the rights of the City of St. Paul and the public for street purposes in the Southerly 2.0 feet thereof for widening of East Sixth Street;

and all of Lot 4, except that part lying within Tract C, Registered Land Survey No. 320, Block 5, City of St. Paul (St. Paul Proper), lying Southerly of Line "A" described below and lying Easterly of Line "B" described below and lying above a plane surface at elevation 71.0 feet, City of St. Paul Datum;

Line "A": Beginning at a point on the Westerly line of Block 5, City of St. Paul (St. Paul Proper) distant 172.00 feet Northerly of the Southwesterly corner of said Block 5; thence Easterly to a point on the Easterly line of said Block 5, distant 173.44 feet Northerly of the Southeasterly corner thereof, and there terminating.

Line "B": Beginning at a point on the Southerly line of Block 5, City of St. Paul (St. Paul Proper), distant 120.50 feet Easterly of the Southwesterly corner of said Block 5; thence Northerly to a point on Line "A", distant 120.92 feet Easterly along Line "A" from the Westerly line of said Block 5, and there terminating.

Tract 2: (Torrens)

All of Tract "C", and that part of Tract "A" lying Southerly of the Easterly extension of the North line of Tract "C", Registered Land Survey No. 320, all lying above a plane surface at elevation 71.0 feet, City of St. Paul Datum.

Subject to the rights of the City of St. Paul and the public for street purposes in Tract "A", Registered Land Survey No. 320, for widening of Minnesota Street.

All in the City of St. Paul, Ramsey County, Minnesota.

All references herein to City of St. Paul Datum are to the United States Geodetic Survey Sea Level Datum 1929 adjustment.

Together with the beneficial easements and rights appurtenant to said real estate, and subject to the easements, rights, restrictions and reservations burdening said real estate, all as set forth in that certain deed between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and St. Paul Joint Venture, dated February 23, 1978, recorded as Document No. 1994194 in the office of the County Recorder.

EXHIBIT E

UTILITY USAGE RELATING TO BRIDGE

The following are calculated to be the monthly utility usages for the purpose of providing HVAC, electrical energy and lighting to the Bridge.

<u>Month</u>	<u>Steam - Mlbs.</u>	<u>Electricity - KWH</u>
January	76.5	3205
February	64.5	3205
March	54.5	3205
April	29.0	2959
May	13.5	6524
June	3.8	7819
July	1.0	7819
August	1.4	7819
September	8.8	7819
October	23.6	6524
November	47.4	3205
December	<u>68.0</u>	<u>3205</u>
	392.0 Mlbs.	63,308 KWH

A summary of the calculations appear on the following pages.

A. Annual Usage

1. Cooling Load - 13.5 Tons
2. Heating Load - 180 MBH
3. AC Unit - 7,200 CFM @ 5 HP, 480-3-60
4. Operating Hours 18/Day
5. Heating Energy

$$\frac{180,000 \text{ Btuh} \times 8382^{\circ}}{77^{\circ}} \text{ Day} \times 20 \text{ Hrs./Day}$$

$$= 392 \text{ MMBTU}$$

6. Cooling Energy

$$1640 \text{ hrs.} \times 13.5 \text{ Tons}$$

$$= 16,200 \text{ ton hrs.} \times 1.2 \text{ KWH/Ton}$$

$$= 19,440 \text{ KWH}$$

7. Electrical

- a. Fan Motor - 5 HP x .746 x 6480 hr.

$$= 24,170 \text{ KWH}$$

- b. Lighting - 3.5 KW x 1/2 x 6,480 hr.

$$= 11,340 \text{ KWH}$$

- c. Heating Cable - 2.464 KW x 500 hr.

$$= 1,232 \text{ KWH}$$

B. Monthly Distribution

1.	<u>Steam:</u>	<u>Months</u>	<u>Degree Days</u>
		January	1631
		February	1380
		March	1166
		April	621
		May	288
		June	81
		July	22
		August	31
		September	189
		October	505
		November	1014
		December	1454
2.	<u>Cooling:</u>	<u>Months</u>	<u>Hrs. @ 60%</u>
		May	220
		June	300
		July	300
		August	300
		September	300
		October	220
3.	<u>Fan Motor:</u>	18 hrs./day x 30 days = 540 hrs./mo.	
4.	<u>Lighting:</u>	18/hr./day x 30 days = 540 hrs./mo. - KW Factor (3.5) halved due to circuiting.	
5.	<u>Heating Cable:</u>	Assume 100 hrs./mo.	

Blynn 11 & 9

BREMER BUILDING
SUMMARY OF ENCUMBRANCES

McKOWEN PARCEL = Northerly 5/6 of 6 story building
ANB PARCEL = Southerly 1/6 of 6 story building
ARCADE PARCEL = Three story building
BREMER BUILDING = McKowen Parcel, ANB Parcel and Arcade Parcel

3. TCF Easement Agreement (#2217127)

Affects entire Bremer Building and TCF Property.

a) Grants an easement to Bremer Building to operate and maintain a Well located just south of the ANB Parcel.

b) Grants an easement to Bremer Building to give access to the new alley between the Bremer Building and the TCF property via three existing entrances.

c) Grants an easement to Bremer Building for existing footings, air conditioning equipment, stacks, and building encroachments into TCF property.

d) The owner of the TCF property agrees to pay $\frac{1}{4}$ of cost of operating and maintaining 6th Street skyway bridge and agrees to pay $\frac{1}{4}$ of Bremer Building's share of such costs for Minnesota Street skyway bridge.

e) The owner of the Bremer Building agrees to pay $\frac{1}{4}$ of cost of operating and maintaining 6th Street skyway bridge. Although this obligation originated with American National Bank, it apparently applied only to the Bank's interest in the Bremer Building rather than to the Bank's current building lying south of the 6th Street skyway bridge.

f) Grants an option to the owner of the TCF property to connect to the skyway at the most westerly end of that portion of the Bremer Building on the Arcade Parcel. The option expires 12/31/99.

g) Gives the owner of the TCF property the obligation to maintain the resurfacing on the south wall of that portion of the Bremer Building on the ANB Parcel.

h) Gives the owner of the TCF property the right to maintain an antenna on the roof of the Bremer Building. This right is terminable on 30 days' notice.

- i) Gives the owner of the Bremer Building the right to use the private storm sewer in the alley between the Bremer Building and the TCF property. The owner of the Bremer Building pays $\frac{1}{2}$ of the cost of maintenance.

4. 7th Place Skyway Agreement (#2148808)

Affects entire Bremer Building.

- a) Provides for operation and maintenance of the skyway bridge across Seventh Place.
- b) Provides for an easement to be granted the City through the skyway corridor between TCF property and the Hemar Building and across the existing escalators to the Seventh Place public sidewalk.
- c) Requires that reasonably direct access be provided to elevators on the ground level and from elevators to the skyway bridges be provided for the physically handicapped.

5. Bremer Tower Easement Agreement (#2059200)

Affects Arcade Parcel and ANB Parcel

- a) Mutual easements through specified openings on the first and second levels between portions of Bremer Building and Bremer Tower giving ingress to and egress from the buildings and access to the skyway. The easements are to be available during such reasonable hours as may be mutually established. The easement in the Bremer Tower is not binding on the fee owners.
- b) An easement in favor of Bremer Tower to place mechanical and air conditioning on the roof of Bremer Building south of the Bremer Tower and providing access thereto. The owner of Bremer Tower is responsible for the cost of any damage arising from the location or servicing of the equipment.
- c) An easement in favor of Bremer Tower over the skyway corridor from Bremer Tower to the TCF/Hemar skyway. The owner of the Bremer Building is responsible for the cost of maintaining this corridor. This easement was supposed to terminate upon dedication of the skyway corridor easement to the City. Documentation evidencing such termination has been requested from New York Life.

6. Minnesota Street Skyway Agreement (#2080224)

Affects Arcade Parcel and ANB Parcel

a) Provides for operation and maintenance of the skyway bridge across Minnesota Street and connecting skyway corridors.

b) Provides for an easement to be granted to the City through the skyway corridor between the Holiday Inn Hotel and Hemar Building and down the stairway next to the Bremer Tower to Minnesota Street. Easement is to be open during Tower Square retail hours but in no event less than 7 A.M. to 10 P.M. Monday - Friday, 7 A.M. to 7 P.M. Saturday.

7. Minnesota Street Skyway Bridge Maintenance Agreement.
(#2131696)

Affects Arcade Parcel and ANB Parcel.

a) Assigns responsibility for operation and maintenance of the skyway bridge across Minnesota Street. Owner of Holiday Inn maintains the bridge. Owner of Bremer Building pays 50% of costs.

8. Skyway Easement Agreement (#2217126)

a) Grants to the City of St. Paul the easements covered by Document #2080224 and #2148808. The easement is shown on the survey.

9. Dairy Queen Financing Statement (#2297018)

Affects McKowen Parcel and ANB Parcel

a) Grants to ITT Small Business Finance Corporation an interest in fixtures. The description of the fixtures is too broad and should be amended at the earliest opportunity. Chicago Title insured over this encumbrance on the mortgagee's policy because the Dairy Queen tenancy is in the Arcade Parcel rather than the McKowen or ANB Parcel.

10. New York Life Complaint

Affects entire Bremer Building

a) Claims that ownership of a small portion of the Arcade Parcel is held as a matter of sufferance and not as a matter of right; therefore, if the Bremer Building is removed, ownership of the small portion would revert to the owner of Bremer Tower. Chicago Title has insured title to the small portion.

b) Claims that Bremer Tower is entitled to supply of steam, heat and/or chilled water from equipment installed in Bremer Building so long as reasonable payment is made therefor. Chicago Title has insured over this claim.

Chris Nimmer
Koll Management
Suite 700, 445 Minnesota St.
St. P. 55101

Art Yokiell
Frauenhofer Co.
180 E. 5th St.
St. P. 55101

AKA SK 17

SK 12

Chris Nimmer
Koll Management
Suite 700, 445 Minnesota St.
St. P. 55101

Art Yokiell
Frauenshuh Co.
180 E. 5th St.
St. P. 55101

AKA SK17

Registrar of Titles, Ramsey, MN

Date Filed: 08/14/1998 04:30 PM

As Doc #: 1501772

Copy

On CT #: 378963, 384587.

(Above Space Reserved For Recording Information)

GRANT OF EASEMENT

This instrument is made as of the 29th day of July, 1998, by K/B Fund III, a Delaware general partnership ("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 Town Square, and legally described on Exhibit A attached hereto ("Grantor's Property").

The City formerly owned some of the common areas in Town Square. Parts of Town Square owned by the City were sold by the City to the Grantor in January of 1997, except the City Park on the Loft Level of Town Square. In connection with the sale of the City parcels to the Grantor, some of the pedestrian walkways in Town Square were vacated by the City, and Grantor agreed to dedicate new pedestrian easements to the City.

The common areas of Town Square have been reconfigured, and the new pedestrian easements have been surveyed.

Grantor desires to dedicate new pedestrian easements to the City and to amend existing easements to change the location of the pedestrian walkways in already dedicated easement areas, and the City desires to accept the new dedications and to allow the amendment of existing easements, with the easements to become part of the Pedestrian Concourse System of the City (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 legally described in Exhibit B attached hereto, and depicted in Exhibit C attached hereto ("Easement Area"), and amends the existing easements to the extent that existing easement documents recorded as Document Nos. 2303431 (Ramsey County Recorder) and 1078946

(Ramsey County Registrar of Titles) are modified. By City Council acceptance of this Grant of Easement, the City hereby agrees to the amendment of the existing easements.

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 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.

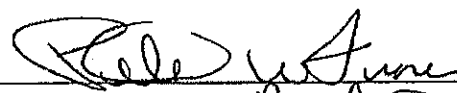
IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first set forth above.

K/B FUND III, a Delaware general partnership

By **K/B OPPORTUNITY FUND III, L.P.**,
a Delaware limited partnership,
Its General Partner

By **KB OPPORTUNITY INVESTORS**, a
California general partnership

By **KOLL INVESTMENT MANAGEMENT, INC.**,
d/b/a **K/B REALTY ADVISORS**, a
California corporation,
Its General Partner

By 
Its Vice President

STATE OF MA)
COUNTY OF Suffolk) ss.

This instrument was executed before me on the 17th day of July, 1998; by Peter W. Fraser, the Vice President of Koll Investment Management, Inc., d/b/a K/B Realty Advisors, a California corporation, general partner of KB Opportunity Investors, a California general partnership, general partner of K/B Opportunity Fund III, L.P., a Delaware limited partnership, general partner of K/B Fund III, a Delaware general partnership, on behalf of the partnership.


Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 3, 2004

This instrument drafted by:

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

CMM 954457 eas

EXHIBIT A**Legal Description
Grantor's Property**

Tract A, Registered Land Survey No. 517.

Tracts A, B, C, E, G, H, I, J, K, L, M, N, O, Q, S, T, U, V, W, X, Y, Z, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, NN, OO, PP, QQ, RR, SS, TT, UU, VV, WW, XX, YY, AAA, CCC, DDD, EEE, JJJ and LLL, Registered Land Survey No. 518.

That portion of Tract BBB, Registered Land Survey No. 518, except those portions of said Tract BBB described as follows:

That portion of Tract BBB, Registered Land Survey No. 518, lying between elevations 100.42 feet and 104.76 feet and lying within the following described boundaries:

Commencing at Point L shown on said Tract BBB; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 12.30 feet; thence N54°45'44"E a distance of 5.87 feet to the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518; thence S35°14'16"E along the common tract line of said Tracts BBB, FFF and CCC, a distance of 12.30 feet; thence S54°51'16"W along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 5.87 feet, more or less, to the actual point of beginning.

And except that portion of Tract BBB, Registered Land Survey No. 518, lying above a sloping plane surface having an elevation of 94.30 feet along Line E shown on said Tract BBB, and an elevation of 100.42 feet along Line F shown on said Tract BBB, and lying within the following described boundaries:

Commencing at said Point L; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet; thence N35°14'16"W a distance of 12.30 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 10.52 feet to the point of beginning of Line E; thence N54°45'44"E a distance of 5.87 feet along said Line E to the point of termination of said Line E; thence S35°14'16"E along the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518, a distance of 10.52 feet to the point of beginning of Line F; thence S54°45'44"W a distance of 5.87 feet, more or less, along said Line F to the actual point of beginning, said point also being the point of termination of said Line F.

Tract GGG, Registered Land Survey No. 518, except that portion of said Tract GGG which lies directly above Tract ZZ, Registered Land Survey No. 518.

Tracts D, P, R, ZZ, FFF, Registered Land Survey No. 518.

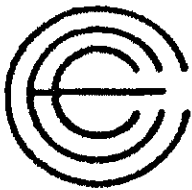
That portion of Tract BBB, Registered Land Survey No. 518, lying between elevations 100.42 feet and 104.76 feet and lying within the following described boundaries:

Commencing at Point L shown on said Tract BBB; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 12.30 feet; thence N54°45'44"E a distance of 5.87 feet to the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518; thence S35°14'16"E along the common tract line of said Tracts BBB, FFF and CCC, a distance of 12.30 feet; thence S54°51'16"W along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 5.87 feet, more or less, to the actual point of beginning.

That portion of Tract BBB, Registered Land Survey No. 518, lying above a sloping plane surface having an elevation of 94.30 feet along Line E shown on said Tract BBB, and an elevation of 100.42 feet along Line F shown on said Tract BBB, and lying with the following described boundaries:

Commencing at said Point L; thence N54°51'16"E along the common tract line of Tracts BBB and CCC, Registered Land Survey No. 518, a distance of 2.93 feet; thence N35°14'16"W a distance of 12.30 feet to the actual point of beginning of the parcel to be described; thence N35°14'16"W a distance of 10.52 feet to the point of beginning of Line E; thence N54°45'44"E a distance of 5.87 feet along said Line E to the point of termination of said Line E; thence S35°14'16"E along the common tract line of Tracts BBB and FFF, Registered Land Survey No. 518, a distance of 10.52 feet to the point of beginning of Line F; thence S54°45'44"W a distance of 5.87 feet, more or less, along said Line F to the actual point of beginning, said point also being the point of termination of said Line F.

CMM 957474 exh



C. E. COULTER & ASSOCIATES, INC.

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Topographic Mapping
Shopping Centers

SKYWAY LEVEL:

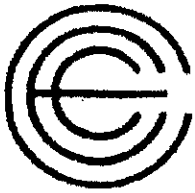
LEGAL DESCRIPTION FOR PEDESTRIAN EASEMENT:

That part of Tracts KK, SS, TT, VV, WW, XX, YY, ZZ, AAA, BBB, CCC, DDD, EEE and FFF, Registered Land Survey No. 518, files of the Registrar of Titles, in and for Ramsey County, Minnesota described as follows:

Commencing at the most Southerly corner of said Tract XX; thence North 35 degrees 19 minutes 17 seconds West, assumed bearing, along the Southwesterly line of said Tract XX, a distance of 13.05 feet; thence North 35 degrees 11 minutes 13 seconds West, along the Southwesterly line of said Tracts XX and ZZ, a distance of 22.35 feet to the actual point of beginning of the easement to be described; thence North 35 degrees 11 minutes 13 seconds West, along said Southwesterly line of Tract ZZ, a distance of 12.00 feet; thence North 54 degrees 51 minutes 16 seconds East, a distance of 137.61 feet; thence along a non-tangential curve concave to the Southeast, having a radius of 54.86 feet, a central angle of 52 degrees 34 minutes 21 seconds, a distance of 50.34 feet; thence North 66 degrees 40 minutes 42 seconds West, a distance of 43.44 feet; thence North 35 degrees 13 minutes 26 seconds West, a distance of 163.13 feet; thence North 54 degrees 51 minutes 41 seconds East, a distance of 8.29 feet; thence North 35 degrees 08 minutes 19 seconds West, a distance of 9.14 feet; thence South 54 degrees 51 minutes 41 seconds West, a distance of 3.09 feet; thence North 35 degrees 08 minutes 19 seconds West, a distance of 10.63 feet; thence North 55 degrees 22 minutes 17 seconds East, a distance of 11.56 feet; thence South 35 degrees 13 minutes 25 seconds East, a distance of 5.04 feet; thence North 54 degrees 55 minutes 23 seconds East, a distance of 31.64 feet; thence South 35 degrees 04 minutes 37 seconds East, a distance of 10.53 feet; thence South 54 degrees 55 minutes 23 seconds West, a distance of 25.51 feet; thence South 35 degrees 08 minutes 19 seconds East, a distance of 1.98 feet; thence North 54 degrees 55 minutes 23 seconds East, a distance of 1.32 feet; thence South 35 degrees 08 minutes 19 seconds East, a distance of 4.94 feet; thence South 54 degrees 55 minutes 23 seconds West, a distance of 7.94 feet; thence South 35 degrees 08 minutes 19 seconds East, a distance of 13.63 feet; thence South 54 degrees 55 minutes 23 seconds West a distance of 4.23 feet; thence South 35 degrees 13 minutes 26 seconds East, a distance of 143.29 feet; thence South 66 degrees 40 minutes 42 seconds East, a distance of 41.50 feet; thence along a non-tangential curve concave to the Southwest, having a radius of 54.86 feet, a central angle of 153 degrees 57 minutes 50 seconds, a distance of 147.42 feet; thence South 35 degrees 10 minutes 50 seconds East, a distance of 83.37 feet;

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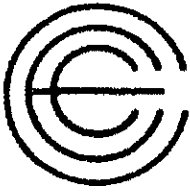
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thence North 84 degrees 54 minutes 46 seconds East, a distance of 58.36 feet, more or less, to the Northeasterly line of said Tract FFF; thence South 35 degrees 14 minutes 16 seconds East, along said Northeasterly line, a distance of 3.27 feet, more or less, to the Southeasterly line of said Tract FFF; thence South 54 degrees 49 minutes 09 seconds West, along said Southeasterly line, a distance of 118.17 feet; thence North 35 degrees 11 minutes 46 seconds West, a distance of 17.47 feet; thence North 54 degrees 51 minutes 16 seconds East, a distance of 51.68 feet; thence North 35 degrees 10 minutes 50 seconds West, a distance of 21.03 feet; thence South 54 degrees 51 minutes 23 seconds West, a distance of 7.16 feet; thence North 35 degrees 10 minutes 50 seconds West, a distance of 27.29 feet; thence North 54 degrees 50 minutes 13 seconds East, a distance of 0.46 feet; thence North 35 degrees 10 minutes 50 seconds West, a distance of 16.36 feet; thence South 54 degrees 55 minutes 01 seconds West, a distance of 30.83 feet; thence South 35 degrees 11 minutes 46 seconds East, a distance of 16.38 feet; thence North 54 degrees 50 minutes 14 seconds East, a distance of 0.49 feet; thence South 35 degrees 11 minutes 46 seconds East, a distance of 28.03 feet; thence South 54 degrees 50 minutes 14 seconds West, a distance of 7.11 feet; thence North 35 degrees 11 minutes 46 seconds West, a distance of 67.01 feet; thence South 80 degrees 47 minutes 01 seconds West, a distance of 4.90 feet; thence South 0 degrees 0 minutes 14 seconds East, a distance of 131.08 feet; thence South 56 degrees 14 minutes 51 seconds West, a distance of 14.43 feet; thence North 0 degrees 0 minutes 14 seconds West, a distance of 139.02 feet; thence along a non-tangential curve concave to the Northeast, having a radius of 54.86 feet, a central angle of 42 degrees 48 minutes 40 seconds, a distance of 40.99 feet; thence South 54 degrees 51 minutes 16 seconds West, a distance of 137.58 feet, more or less, to the point of beginning. Except that part described as follows: Commencing at the most Southerly corner of said Tract XX; thence North 54 degrees 48 minutes 50 seconds East, a distance of 179.53 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 0.16 feet to the point of beginning of the exception to be described; thence clockwise along a non-tangential curve, having a radius of 42.86 feet, a central angle of 325 degrees 29 minutes 27 seconds, a distance of 243.48 feet; thence North 35 degrees 17 minutes 10 seconds West, a distance of 38.57 feet; thence South 54 degrees 53 minutes 54 seconds West, a distance of 25.33 feet; thence South 35 degrees 08 minutes 28 seconds East, a distance of 38.70 feet, more or less, to the point of beginning.



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STREET LEVEL:

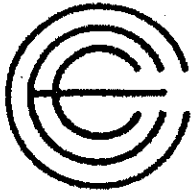
LEGAL DESCRIPTION FOR PEDESTRIAN EASEMENT:

That part of Tracts P, Q and R, Registered Land Survey No. 518, files of the Registrar of Titles, in and for Ramsey County, Minnesota described as follows:

Commencing at the most Westerly corner of said Tract R; thence South 35 degrees 11 minutes 13 seconds East, assumed bearing, along the Southwesterly line of said Tract R, a distance of 5.24 feet to the actual point of beginning of the easement to be described; thence North 54 degrees 57 minutes 03 seconds East, a distance of 4.48 feet; thence North 8 degrees 54 minutes 39 seconds East, a distance of 7.12 feet; thence North 69 degrees 40 minutes 07 seconds East, a distance of 18.68 feet; thence South 34 degrees 58 minutes 11 seconds East, a distance of 23.71 feet; thence North 54 degrees 50 minutes 32 seconds East, a distance of 134.74 feet; thence North 35 degrees 09 minutes 28 seconds West, a distance of 9.19 feet; thence North 0 degrees 25 minutes 12 seconds West, a distance of 34.30 feet; thence South 54 degrees 53 minutes 49 seconds West, a distance of 1.56 feet; thence North 35 degrees 06 minutes 11 seconds West, a distance of 45.52 feet; thence North 54 degrees 53 minutes 49 seconds East, a distance of 24.32 feet; thence South 35 degrees 06 minutes 11 seconds East, a distance of 45.43 feet; thence South 54 degrees 53 minutes 49 seconds West, a distance of 1.69 feet; thence South 73 degrees 50 minutes 16 seconds East, a distance of 18.41 feet; thence North 37 degrees 43 minutes 44 seconds East, a distance of 2.80 feet; thence North 54 degrees 59 minutes 36 seconds East, a distance of 57.88 feet; thence North 35 degrees 00 minutes 24 seconds West, a distance of 4.45 feet; thence North 54 degrees 59 minutes 36 seconds East, a distance of 17.77 feet; thence South 80 degrees 24 minutes 37 seconds East, a distance of 7.02 feet; thence North 54 degrees 48 minutes 39 seconds East, a distance of 3.69 feet, more or less, to its intersection with the Northeasterly line of said Tract R; thence South 35 degrees 11 minutes 21 seconds East, along said Northeasterly line, a distance of 12.49 feet; thence South 54 degrees 48 minutes 39 seconds West, a distance of 3.73 feet; thence South 10 degrees 20 minutes 20 seconds West, a distance of 7.03 feet; thence South 54 degrees 59 minutes 36 seconds West, a distance of 18.87 feet; thence South 35 degrees 17 minutes 10 seconds East, a distance of 3.84 feet; thence South 54 degrees 59 minutes 36 seconds West, a distance of 52.93 feet; thence South 35 degrees 17 minutes 10 seconds East, a distance of 43.77 feet; thence South 54 degrees 50 minutes 50 seconds West, a distance of 17.06 feet; thence South 35 degrees 08 minutes 28 seconds East, a distance of 3.74 feet; thence North 54 degrees 50 minutes 50 seconds East, a distance of 1.71 feet; thence South 35 degrees 08 minutes 28 seconds East, a distance of 12.22 feet;

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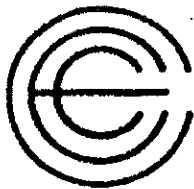
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thence South 10 degrees 45 minutes 07 seconds West, a distance of 9.67 feet; thence South 54 degrees 50 minutes 50 seconds West, a distance of 12.67 feet; thence North 79 degrees 57 minutes 28 seconds West, a distance of 9.49 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 12.26 feet; thence North 54 degrees 50 minutes 50 seconds East, a distance of 1.56 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 3.70 feet; thence South 54 degrees 50 minutes 50 seconds West, a distance of 16.19 feet; thence North 35 degrees 08 minutes 28 seconds West, a distance of 29.62 feet; thence South 54 degrees 50 minutes 32 seconds West, a distance of 154.61 feet; thence North 34 degrees 58 minutes 11 seconds West, a distance of 18.07 feet; thence North 84 degrees 19 minutes 38 seconds West, a distance of 7.42 feet; thence South 54 degrees 57 minutes 03 seconds West, a distance of 4.41 feet, more or less, to its intersection with the Southwesterly line of said Tract R; thence North 35 degrees 11 minutes 13 seconds West, along said Southwesterly line, a distance of 12.45 feet, more or less, to the point of beginning.

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CONCOURSE LEVEL:

LEGAL DESCRIPTION FOR PEDESTRIAN EASEMENT:

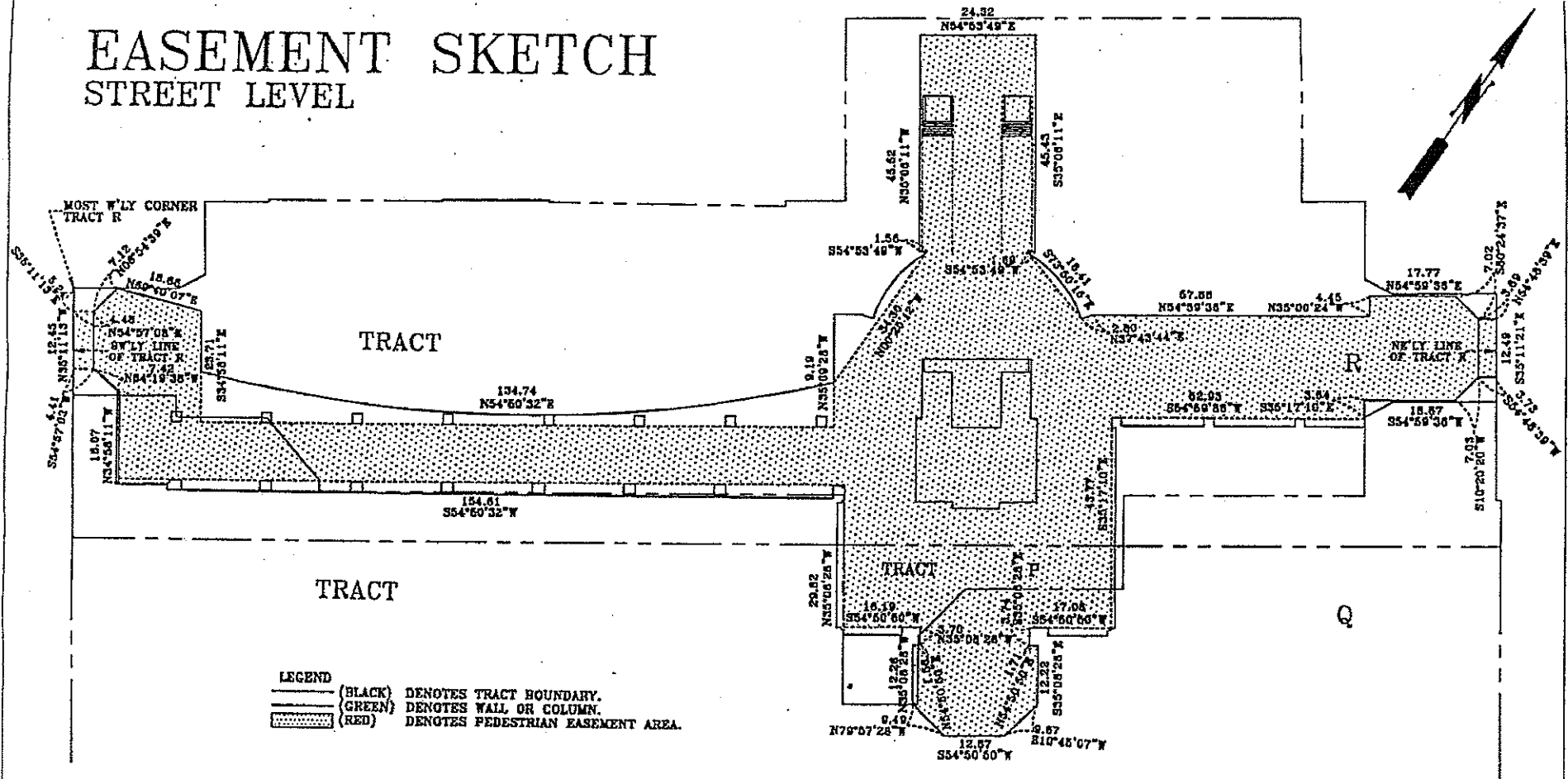
That part of Tract D, Registered Land Survey No. 518, files of the Registrar of Titles, in and for Ramsey County, Minnesota described as follows:

Commencing at the most Southerly corner of Tract B, said Registered Land Survey No. 518; thence North 54 degrees 48 minutes 50 seconds East, assumed bearing, along the Southeasterly line of said Tract B, a distance of 163.39 feet, more or less, to its intersection with a line dividing said Tracts B and D, said point being the actual point of beginning of the easement to be described; thence North 35 degrees 11 minutes 08 seconds West along said dividing line between Tracts B and D, a distance of 4.75 feet; thence North 54 degrees 48 minutes 52 seconds East a distance of 16.63 feet; thence North 35 degrees 05 minutes 23 seconds West a distance of 89.90 feet; thence North 54 degrees 53 minutes 49 seconds East a distance of 6.92 feet; thence South 35 degrees 06 minutes 11 seconds East a distance of 34.69 feet; thence North 54 degrees 49 minutes 00 seconds East a distance of 10.39 feet; thence North 35 degrees 06 minutes 11 seconds West a distance of 34.68 feet; thence North 54 degrees 53 minutes 49 seconds East a distance of 6.97 feet; thence South 35 degrees 11 minutes 00 seconds East a distance of 89.88 feet; thence North 54 degrees 48 minutes 52 seconds East a distance of 15.42 feet, more or less, to its intersection with a line dividing said Tracts B and D; thence South 35 degrees 11 minutes 08 seconds East along said dividing between Tracts B and D, a distance of 4.62 feet, more less to the Southeasterly line of said Tract D; thence South 54 degrees 48 minutes 50 seconds West along said Southeasterly line of Tract D a distance of 56.48 feet, more or less to the point of beginning.

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EASEMENT SKETCH STREET LEVEL



NOTES:

- 1) TRACT P, REGISTERED LAND SURVEY NO. 518 LIES BETWEEN ELEVATIONS 72.36 FEET AND 88.37 FEET, CITY OF ST. PAUL DATUM.
- 2) TRACT Q, REGISTERED LAND SURVEY NO. 518 LIES BETWEEN ELEVATIONS 72.00 FEET AND 88.37 FEET, EXCEPT BELOW THE SPACE DEFINED AS TRACT P, WHERE TRACT Q ALSO LIES BETWEEN ELEVATIONS 72.00 FEET AND 72.36 FEET, CITY OF ST. PAUL DATUM.
- 3) TRACT R, REGISTERED LAND SURVEY NO. 518 LIES BETWEEN ELEVATIONS 72.36 FEET AND 88.37 FEET AND INCLUDES THAT SPACE DEFINED AS TRACT P WHERE TRACT R LIES BETWEEN ELEVATIONS 88.04 FEET AND 88.37 FEET, CITY OF ST. PAUL DATUM.
- 4) ALL BEARINGS SHOWN ARE ASSUMED DATUM.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

John Coulter Peterson

Date 4/24/08

Lic.No. 13792

DATE 4/24/08
REVISIONS

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA

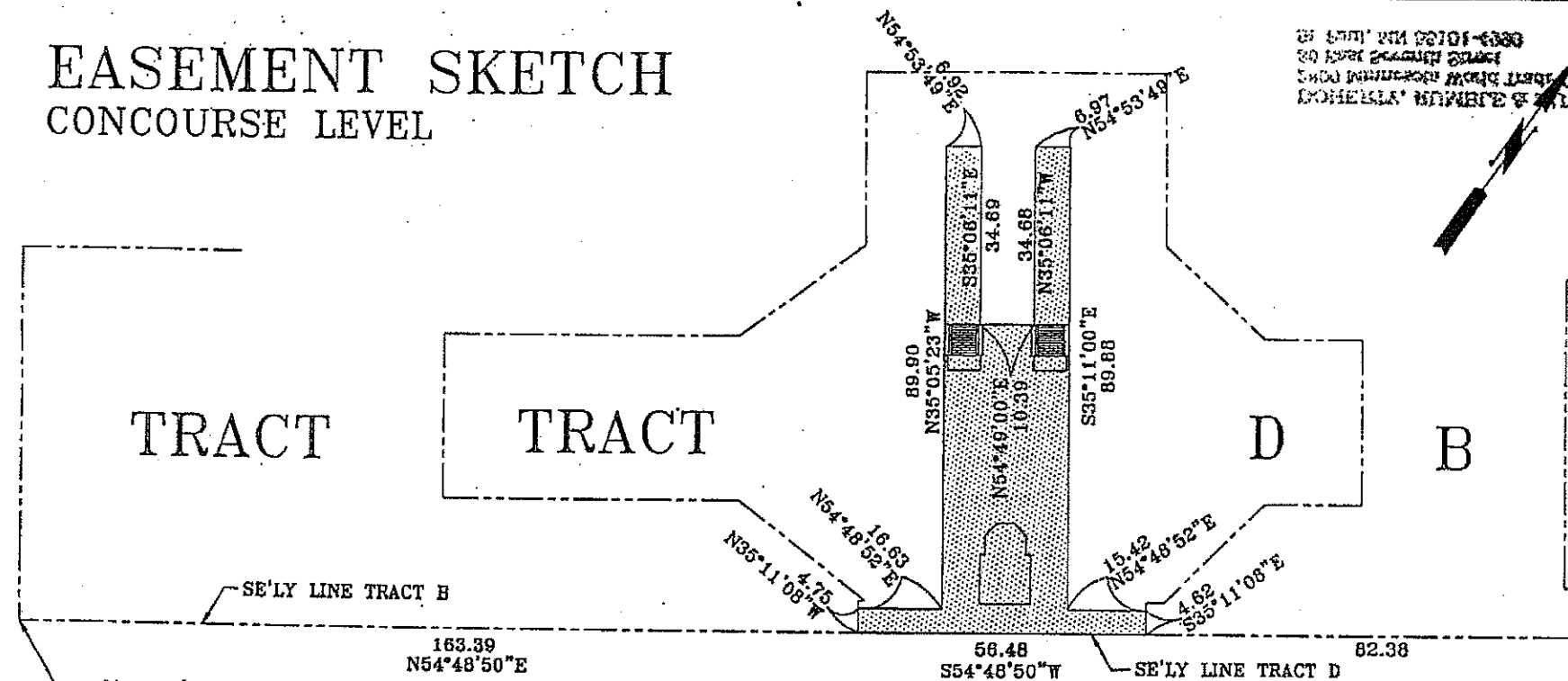


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E-mail: coulter@lad.net

SCALE NONE
JOB NO. 11,478
BK/PL 773/2
FILE NO. 7-15
SHEET 1 OF 3

EASEMENT SKETCH CONCOURSE LEVEL

BY 6501' PM 00101-4380
30' 10" 20' 10" 20' 10"
30' 10" 20' 10" 20' 10"
30' 10" 20' 10" 20' 10"



PARKING GARAGE

LEGEND

- (BLACK) DENOTES TRACT BOUNDARY.
- (GREEN) DENOTES WALL OR COLUMN.
- (RED) DENOTES PEDESTRIAN EASEMENT AREA.

NOTES: 1) TRACT D, REGISTERED LAND SURVEY NO. 518 LIES BETWEEN ELEVATIONS 64.31 FEET AND 72.36 FEET, CITY OF ST. PAUL DATUM.
2) ALL BEARINGS SHOWN ARE ASSUMED DATUM.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date 5/19/98 Lic.No. 13792

DATE: 4/24/98
REVISIONS
5/19/98

C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA



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SCALE: NONE
JOB NO. 11.675
BL./PG. 773/2
FILE NO. 7-19

SHEET 1 OF 2