




Eighth Street

EXHIBIT "B"

Skyway Level

-  bridge
-  easement
-  directional sign

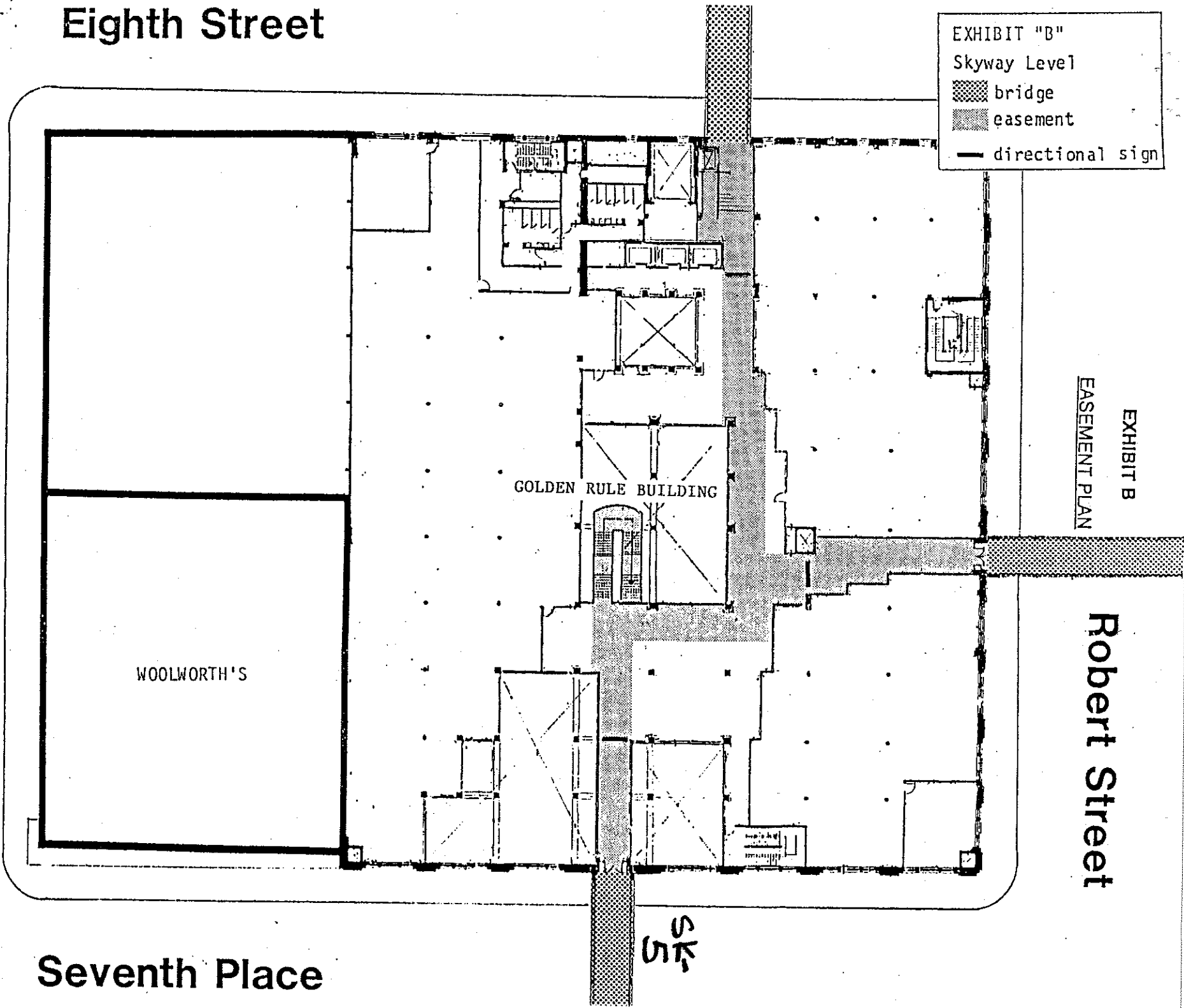


EXHIBIT B
EASEMENT PLAN

Robert Street

GOLDEN RULE BUILDING

WOOLWORTH'S

S/S

Seventh Place

Minnesota Street

August 3, 1993

AGREEMENT REGARDING
CONSTRUCTION, MAINTENANCE AND OPERATION
OF A SKYWAY BRIDGE OVER SEVENTH STREET
BETWEEN MINNESOTA AND ROBERT STREETS AND
ASSOCIATED PEDESTRIAN CONCOURSES

GOLDEN RULE BUILDING
ROBERT STREET PARKING RAMP
HOUSING AND REDEVELOPMENT AUTHORITY
THE CITY OF SAINT PAUL

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SKYWAY AGREEMENT

THIS AGREEMENT is made and entered into this day of March, 1993, by and among the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "CITY"; the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "AUTHORITY"; and H. F. S. Properties, hereinafter referred to as "HFS".

WITNESSETH:

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

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

WHEREAS, the Authority is the owner of that Easterly portion of Block 20, that block bounded by Robert, Seventh, Ninth and Minnesota Streets, upon which the Authority will construct a 902 car public parking facility, the "Ramp"; and

WHEREAS, HFS is the owner of the GOLDEN RULE Building located in the block bounded by Robert, Seventh, Minnesota and Seventh Place; and

WHEREAS, this Agreement touches and concerns the real property, described as follows in Exhibit C attached hereto; and

WHEREAS, HFS agrees to the construction of a skyway pedestrian bridge across Seventh Street from the GOLDEN RULE Building to the Ramp (sometimes referred to herein as the "bridge" or the "skyway bridge"); and

WHEREAS, the parties hereto believe it to be desirable that the System be extended by public easement through the GOLDEN RULE Building to the skyway bridge across Seventh Street and declare their intention to so extend the System; and

WHEREAS, the said extension of the System necessitates pedestrian ingress, egress and transit through certain portions of the GOLDEN RULE Building and the Ramp; and

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

WHEREAS, substantial public monies will be expended for the design and construction of the skyway bridge connecting the Ramp with the GOLDEN RULE Building; and

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

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

BRIDGE CONSTRUCTION AND COST RESPONSIBILITIES

1. Design and Construction. The Authority agrees to design and cause to be constructed a skyway bridge connecting the Ramp with the GOLDEN RULE Building in accordance with City-approved plans and specifications prepared by Windsor/Faricy and reviewed by HFS. The Authority will construct any mechanical, electrical and drainage systems, installations and connections which are shown in the approved plans and specifications to be part of the construction contract. The costs for the provision of necessary bridge support structure in the Golden Rule Building shall be part of the total design and construction costs for the bridge.

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

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

PEDESTRIAN CONCOURSE CONSTRUCTION AND COSTS

4. Concourse Access. HFS shall at its expense construct and be responsible for pedestrian concourses, and for vertical access facilities to the bridge in the GOLDEN RULE Building in accordance with this Agreement, and the General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987. The location and physical dimensions of vertical access facilities and pedestrian concourses shall be described and shown on Exhibits B and C attached hereto.

5. Concourse Construction. All costs and expense in connection with the construction and extension of the pedestrian concourse from and within the GOLDEN RULE Building to the

skyway bridge, and access thereto, shall be borne by HFS.

EASEMENTS AND HOURS

6. Grant of Easement and Hours. HFS hereby agrees to grant to the City of Saint Paul a public easement for the pedestrian skyway system through the GOLDEN RULE Building located in accordance with Exhibits B and C attached hereto. HFS agrees that it will consent to and join in said grant of easement as to that property to which it holds fee title. Said easements to be granted shall be in the form attached hereto as Exhibit A and shall grant to the public the right of use of said pedestrian skyway system through the GOLDEN RULE Building and the Ramp for purposes of pedestrian ingress, egress, and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse through their property as the City may, by ordinance, from time to time determine, or regarding public conduct therein as may be prohibited by skyway ordinance, as it may be amended from time to time. It is agreed by all parties that the skyway bridge herein and the new pedestrian concourses provided for in the Ramp and the GOLDEN RULE Building shall be open for public ingress, egress and transit from 6:00 A.M. to 6:00 P.M., Monday through Friday, excluding holidays, but nothing herein shall prohibit the respective property owners from opening such facilities for longer hours. These hours are subject to revision by mutual agreement and subject to the general power of the City to prescribe System hours by ordinance.

7. GOLDEN RULE Building Description. The new public easement through the GOLDEN RULE Building shall be in accordance with Exhibits B and C, located as described therein, and affording connections with skyway bridges over Seventh Place and Robert Streets.

8. Width of Easement. The public easements provided for herein shall be continuously at least 12 feet in width, except at nodes, if any, where it may be larger; or where stairways or the structural design of the building is such that a width of 12 feet is impossible; as is otherwise provided by the Exhibit B (Easement Plan) and exhibit C (Property Description).

9. Easement Survey. The Authority shall at its expense cause the initial easements to be more particularly described by a registered land surveyor following completed construction of the public concourse access areas. HFS has the right to review the completed survey for accuracy and any errors shall be corrected at the Authority's expense.

10. Easements Public and Subject to Law. HFS agree that the pedestrian concourse within the easements herein described and the adjacent access easements shall be designated as public easements and that all ordinances of the City which by force of law are applicable to the System shall govern.

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

12. Ownership of Bridge. It is agreed by and between the parties hereto that the skyway bridge between buildings shall at all times be owned by the City and said skyway bridge shall not constitute property leased, loaned or otherwise made available to second parties, or any one

of them (within the meaning of Chapter 272.01(2) of Minnesota Statutes), it being understood that said skyway bridge is intended to benefit the public generally.

OPERATION, MAINTENANCE AND REPAIR

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

14. Scope of Maintenance; Approval of Modifications. HFS and Authority further agree to provide the necessary repair, maintenance and operation of the skyway bridge and its integral parts, including electrical, drainage and HVAC facilities in and serving the skyway bridge, at their sole expense, without cost to the City. Such maintenance shall be to a reasonable standard of safety and cleanliness and shall include, but not be limited to, glass, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Except for routine repairs and replacement or when an emergency situation requires rapid action, City shall be furnished with plans and specifications for all additions, alterations or repairs and replacements to the skyway bridge, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final, within 30 calendar days following receipt of such plans and specifications shall be deemed approval.

15. HFS and Authority Agreement to Maintain. HFS and Authority hereby agree to share equally the maintenance, operation insurance and repair costs and responsibilities for the skyway bridge, its integral parts and related equipment, all as more fully described in Section 14 hereof. The actual maintenance, operation and repair shall be performed by H.F.S. H.F.S. shall obtain the necessary insurance and the Authority shall reimburse HFS for one half the cost thereof less one-half of cost incurred by Authority (i.e. electric). Such costs shall be billed to the Authority no more often than monthly, and shall be paid by the Authority to H.F.S. within thirty (30) days of the date of billing. It is agreed that the Authority will provide all necessary systems and equipment to adequately supply all HVAC, electrical and other operating utilities for said skyway bridge with the costs of such systems and equipment to be shared according to Paragraph 5 and 6 above.

16. Maintenance of the Concourse and Carpet. HFS hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the GOLDEN RULE Building to a reasonable standard of safety and cleanliness and to provide for the operation for said pedestrian concourse; and similarly the Authority so agrees with respect to the new pedestrian concourse on and within the Ramp. Except for those repairs and replacements which are (1) routine, (2) the result of normal wear and tear, or (3) required by an emergency requiring rapid action, City shall be furnished with both preliminary and final plans and specifications for all additions, or repairs and replacements to the pedestrian concourse, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of work contemplated therein. Lack of action on the part of the City to approve or disapprove such plans or specifications, whether preliminary or final within 30 calendar days after receipt of such plans and specifications shall be deemed approval. If HFS uses or installs carpet or other less durable flooring material for concourse corridors, such carpet shall be

replaced with new carpet or other material matching as closely as possible the original in quality at such intervals as may be determined by the City, Authority and HFS for the corridors, such new carpet or other material to be submitted to City for its review and approval, which approval shall not be unreasonably withheld.

17. Failure to Maintain, Remedies. If Authority or HFS fail to adequately maintain, repair and operate the said skyway bridge or any of them fail to adequately maintain, repair and operate the pedestrian concourse areas through their respective properties to a reasonable standard of safety and cleanliness within 30 calendar days after receipt by the defaulting party or parties of written demand from the City specifying the actions to be taken, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and the cost by City for said maintenance, repair and operation shall be assessed to and shall be paid forthwith by the defaulting party or their sureties as applicable; provided, however, that the City retains the right to assess such costs against either defaulting party or both as a local improvement in the manner provided by law. Notwithstanding the foregoing, if the condition which prompts the 30 day notice by the City cannot reasonably be remedied within 30 calendar days, then the 30 day period shall be extended by the City to such time as may be reasonable for curing the condition.

18. Advertising; Signage. The skyway bridge and pedestrian concourses which are the subject of this Agreement shall not be operated for the purpose of advertising the name of any product or business or any other commercial purpose except as may be permitted under Section 140.06 of the St. Paul Legislative Code and for the purpose of advertising space available in the Golden Rule Building. Permanent store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of the City before installation.

Nothing herein contained shall prevent the installation and maintenance of skyway directional signs. Plans for all permanent signage shall be submitted to City prior to sign construction and installation, and the City shall approve such plans if such signage is comparable to that existing elsewhere in the System, is not confusingly similar to the skyway directional signs, and is consistent with good design practices.

SURETY BONDS AND INSURANCE

19. \$100,000 Surety Bonds; Contractor's Insurance. HFS and the Authority shall each furnish and maintain, or cause to be furnished and maintained, separate and individual surety bonds in the amount of \$100,000 each for the skyway bridge to and in favor of the City, as obligee, conditioned that said entities shall indemnify and hold harmless the City against its respective share of all expenses and liability on account of all costs, claims, suits, and judgments arising out of or connected with the maintenance, operation and repair of the skyway bridge, its integral parts and related equipment, and further conditioned upon the respective property owners complying with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair of the skyway bridge, which surety bonds shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of Finance and Management Services for the City. The cost of each of such bonds shall be paid by HFS and the Authority (or its tenant), respectively, for their own bonds. Notwithstanding the foregoing to the contrary, so long as the Authority is the owner of the Ramp, the Authority may elect to self-insure and not obtain the foregoing described surety bond. The Authority shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining, throughout the entire period

of construction and erection of the skyway bridge, such insurance as set forth in the plans and specifications described in paragraph 1 herein, naming the abutting property owners to the skyway bridge as additional insured as required by said plans and specifications, specifically in accordance with Section 4., General Conditions, and Section 6., Special Conditions of the construction contract.

20. Skyway Hazard, Liability Insurance Cost Shared. Insurance required by paragraph 22 hereunder for hazard and liability for the skyway bridge shall be a maintenance cost to be assumed by HFS and the Authority which shall be shared in accordance with Section 15. into as provided herein.

21. Concourse Hazard, Liability Insurance. Insurance required hereunder for hazard and liability for the areas designated as easements for access and the pedestrian concourse shall be a maintenance cost to be assumed respectively by HFS for the portions of the pedestrian concourse located within their HFS property.

22. Amount of Insurance. HFS and Authority shall furnish and maintain public liability and casualty insurance coverage for the skyway bridge, and each shall do so as to liability insurance for their respective portions of the pedestrian concourse, with a duly licensed insurance company, wherein the City shall be designated as additional insured, said insurance containing the following minimum coverages: for property damage to the extent of \$200,000.00 in any single accident, for personal injuries, including death, \$600,000.00 for each occurrence. Such minimum amounts shall be subject upon 60 days notice, to reasonable change by official action of the Council of the City of Saint Paul, in the event statutory municipal liability limits are altered by

legislation or judicial decision at any time after the date hereof. The casualty insurance shall have an all-risk or physical loss coverage in the amount of the full replacement cost of the skyway bridge, as reasonably determined by the City from time to time.

DIRECTIONAL SIGNS

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

BINDING OBLIGATIONS

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

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

26. HFS and Ramp Agreement Not Affected. It is understood that this Agreement does not govern the relationships and agreements by and between HFS and Authority, themselves to each other, other than the requirements of paragraphs 20 through 23 above. The Authority undertakes and agrees that it will obligate its successors and assigns, by appropriate and contractual provisions in any transfer of its interests in the Ramp to perform the agreements and obligations imposed by this Agreement upon the or its successor.

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

28. Owners Retain Property Rights; Obligations Conveyed. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate herein and assigning and

transferring this Agreement to any other corporation, corporations, trust, trusts, individual(s), partnerships or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) 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 the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation provides in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement. For the purposes of this paragraph, "owner" shall include, but not be limited to lessors, lessees, sublessors and sublessees.

29. Effective Date of Obligations - Skyway. Seven (7) calendar days after the issuance of the Written Notice of Final Inspection by the City, and its furnishing to HFS, the obligations and duties contained in paragraphs 20, and 23 herein above, as to said skyway bridge, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

30. Effective Date of Obligations - Concourses. Upon substantial completion of the pedestrian concourse, City shall give written notice of such completion to HFS. Seven (7) days thereafter the obligations and duties contained in paragraphs 20 and 23 herein above, as to said pedestrian concourse, shall become operative. All other obligations and duties are effective upon the date of execution of this Agreement.

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

a. To: City of Saint Paul

Director, Department of Planning and Economic Development

Suite 1300 City Hall Annex

25 West Fourth Street

St. Paul, Minnesota 55102

and

HRA of the City of Saint Paul, Minnesota

Executive Director

Suite 1300 City Hall Annex

25 West Fourth Street

St. Paul, Minnesota 55102

and

City of Saint Paul

Director, Department of Finance and Management Services

Room 234, Authority Hall, St. Paul, Minnesota 55102

b. To: H. F. S. Properties

c/o Commercial Real Estate Services

Golden Rule Building

85 East Seventh Place

St. Paul MN 55101, and

Myron Kunin
c/o Regis Corporation
5000 Normandale Blvd.
Edina MN 55436

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

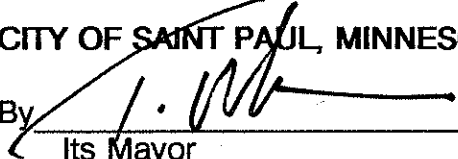
SAVINGS CLAUSE

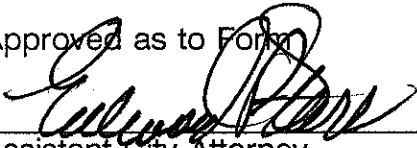
32. Skyway Policy Pertinent. The General Policy Statement for the Construction of the Saint Paul Skyway System, adopted March 10, 1987, attached hereto as Exhibit D, is hereby incorporated into this Agreement and its terms shall be binding as to the bridge and concourse areas constructed pursuant to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

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

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

CITY OF SAINT PAUL, MINNESOTA

By 
Its Mayor

Approved as to Form

Assistant City Attorney

By 
Its Director, Department of Finance
and Management Services

**HOUSING AND REDEVELOPMENT OF
THE Authority OF SAINT PAUL,
MINNESOTA**

By 
Its Chairperson

By 
Its Executive Director

**H.F.S. PROPERTIES, a Minnesota
Limited Partnership**

By HFS Properties Management Corp.,
Its General Partner

By 
President

EXHIBIT A

GRANT OF EASEMENT

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

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

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

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

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

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

Notwithstanding anything to the contrary herein, the easement granted herein shall only be used for the purposes expressly granted herein and shall not be expanded or modified without the prior written consent of Grantor.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and on the further condition that the new easement area shall be installed (following as short a period of closing off the easement for construction purposes as is reasonably possible) at the sole cost and expense of the Grantor, and on the further condition that no change in the easement location shall be made without the approval of the Authority of Saint Paul, such approval not to be unreasonably withheld, and, on the further condition that said new easement shall, upon request of Authority, be surveyed and described by a registered land surveyor at the expense of Grantor.

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

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

B. In the event the building(s) in, upon or over which the easement area is located shall be substantially destroyed or demolished and such buildings shall not be repaired or reconstructed; provided, however, that in the event such building(s) be reconstructed or replaced Grantor, its

successors and assigns, agree that, without further consideration, a substitute easement of substantially equal convenience, area, and general configuration shall be given.

In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, Authority shall furnish a release of such easement or portion thereof to Grantor, its successors or assigns.

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

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand this _____ day of _____, 1993.

H. F. S. PROPERTIES

By [Signature]
Its _____

By _____
Its _____

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On this _____ day of _____, 1993, before me, a Notary Public in and for said County, appeared _____ and _____ to me personally known, who, being, by me duly sworn, did say that they are respectively the _____, and _____ of H. F. S., a Minnesota Limited Partnership, said Grantor, and that _____ and _____ acknowledged that said instrument was the free act and deed of said Grantor.

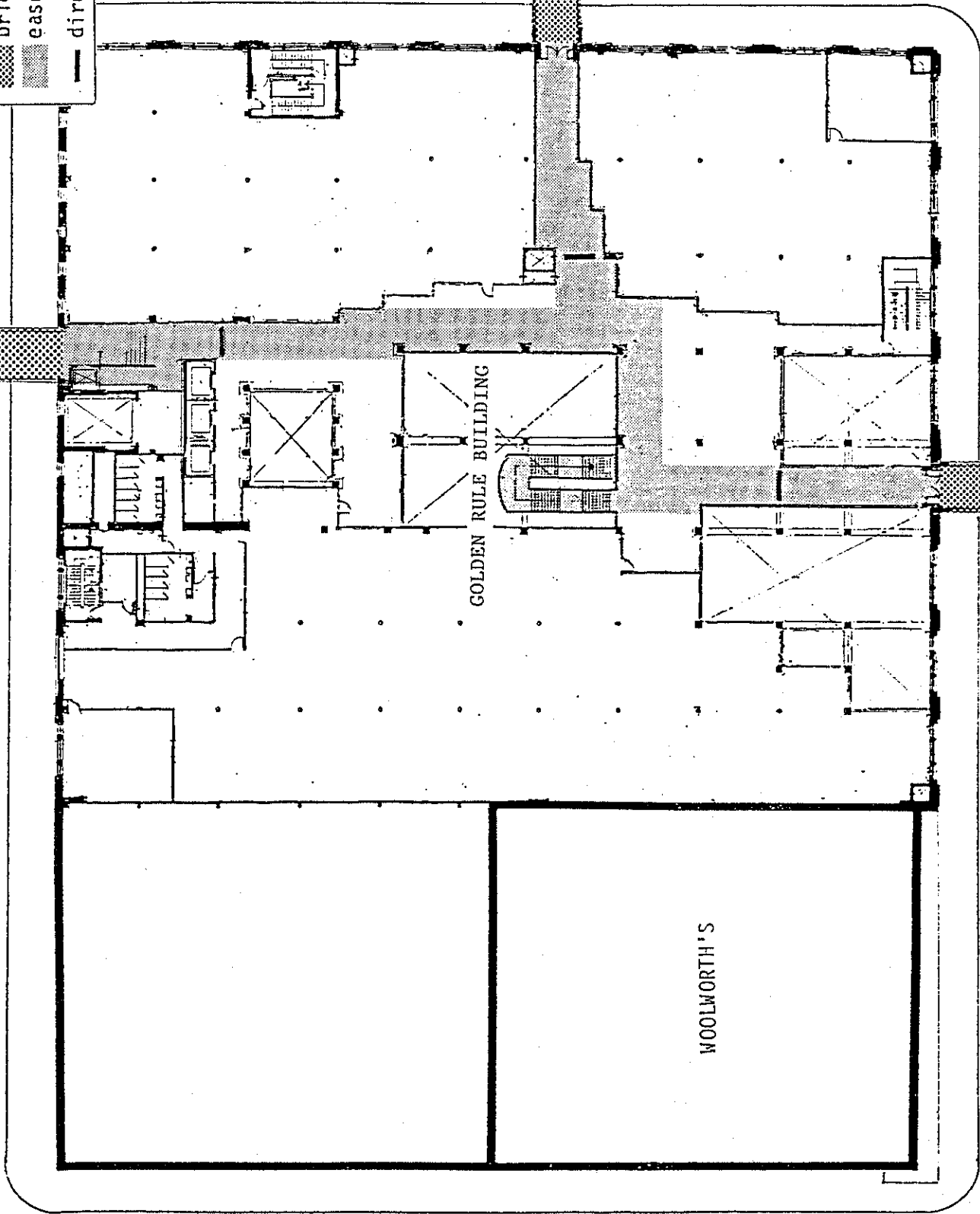
Notary Public

Eighth Street

EXHIBIT "B"
Skyway Level
bridge
easement
directional sign

**EXHIBIT B
EASEMENT PLAN**

Robert Street



SK

Seventh Place

Minnesota Street

EXHIBIT C

PROPERTY DESCRIPTION

- A. Lots Three (3), Thirteen (13) and Fourteen (14) in Block Nineteen (19), Roberts and Randalls Addition to St. Paul, 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 Twenty Feet (E'ly 20 ft.) of said lots heretofore acquired by the City of Saint Paul for the widening of Robert Street:
- B. Lots One (1) and Two (2) in Block Nineteen (19), Roberts and Randalls Addition to St. Paul, 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 Twenty feet (E'ly 20 ft.) of said lots hereto fore acquired by the City of Saint Paul for the widening of Robert Street;
- C. Lots Six (6), Seven (7), North one-half (N 1/2) of Lot eight (8), and the West one-half (W 1/2) of Lot Five (5), all in Block Nineteen (19), Roberts and Randalls Addition to St. Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota.
- D. Lot numbered Four (4), and the East one-half (E 1/2) of Lot numbered Five (5); Lot numbered Twelve (12) and the East one-half (E 1/2) of Lot numbered Eleven (11), all in Block numbered Nineteen (19) of Roberts and Randalls Addition to St. Paul, according to the plat thereof filed for record in the office of the County Recorder of said Ramsey County.

EXHIBIT D

GENERAL POLICY STATEMENT for the CONSTRUCTION of the SAINT PAUL

SKYWAY SYSTEM, ADOPTED MARCH 10, 1987