

METROPOLITAN COUNCIL

Condition of Title

(for internal use only)

P.I.N. 06-28-22-12-0109

PARCEL NO. A
355 Minnesota St
St. Paul

COUNTY OF Ramsey

PROJECT NO. TOD 56901
Central Station Block

Title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Treasurer, and as shown by said records the title to the following described tract:

Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie Northwesterly of the following described line: Commencing at the most Northerly corner of said Lot 1; thence Southeasterly along the Northeasterly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence Southwesterly to a point on the Southwesterly line of said Lot 2, 96.54 feet Southeasterly of the most Westerly corner of said Lot 2 and there terminating.

Torrens Property, Certificate of Title 375050

in the following named persons, or entity:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document & Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>
Housing and Redevelopment Authority of the City of Saint Paul, Minnesota	Fee	D 1/24/1995 R 4/13/1995	T1088147 Certificate 375050

SUBJECT ONLY TO THE FOLLOWING:

1. Resolution of the City Council of Saint Paul approving the acceptance of a Deed of Dedication for Right of Way purposes, adopted 2/14/1996 and recorded 2/4/1998 as Document T1177259.
2. Easement Agreement between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the Metropolitan Council, dated 9/25/2013 and recorded 10/9/2013 as Document T2224159.

TAX INFORMATION:

Taxes for the year 2024:

- Parcel is Exempt.
- Special Assessments total \$2,056.18 and are unpaid.

NAME SEARCH INFORMATION:

The following names were searched as to federal and state tax liens, bankruptcy and unsatisfied judgments within the county and state of this condition of title:

N/A

Last Document Reviewed

Posted Effective Date

By

T2615469

3/12/2024

Julie Scanlon 3/22/2024

This condition of title is not a title examination, title opinion, title insurance commitment or title insurance policy. It is furnished for informational purposes only.

Certificate of Title

Certificate Number: **375050**

Created by Document Number: **1088147**

Transfer From Certificate Number: **373782**

Originally registered July 26, 1926. Book 137, Page 362, District Court No: 3383

State of Minnesota
County of Ramsey

}

S.S.

REGISTRATION

This is to certify that

Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, 25 West Fourth Street, City of Saint Paul, County of Ramsey, State of Minnesota is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota,

Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie Northwesterly of the following described line: Commencing at the most Northerly corner of said Lot 1; thence Southeasterly along the Northeasterly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence Southwesterly to a point on the Southwesterly line of said Lot 2, 96.54 feet Southeasterly of the most Westerly corner of said Lot 2 and said line there terminating.

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws of the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment for which a sale of the land has not been had at the date of the certificate of title;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. Such right of appeal or right to appear and contest the application as is allowed by law;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
89504	Agreement	Jul 26, 1926 11:10 AM	\$75.00	Dickerman Investment Company
973260	Quit Claim Deed	Apr 7, 1992 11:00 AM		Releases Lot 2 from Stipulation document number 89504.
1177259	Resolution	Feb 4, 1998 1:00 PM		City of Saint Paul A permanent easement for right of way purposes over the Northwesterly 12.00 feet of above property.
2129154	Notice of Lis Pendens	Dec 13, 2010 4:00 PM		State of Minnesota
2224159	Easement	Oct 9, 2013 8:00 AM		Subject to an easement for bus stop purposes over part of above property.
2563411	Final Certificate	Jul 22, 2016 10:12 AM		State of Minnesota; takes easement in part of above property.
2615469	Examiner's Directive / Certificate	Jun 6, 2018 1:05 PM		Pursuant to the provisions of Minnesota Statutes, Section 508.71, you are hereby directed to show by memorial on the above or successor certificates that Doc. Nos. 89504, 973260, 2129154, and 2563411 do not affect the land described in said certificate. You are also directed to delete from future certificates of title for said land both the references to said encumbrances and the memorial of this directive.

Indexes Verified through 3/12/2024



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 13th day of April, 1995.

Lou McKenna

Registrar of Titles,

In and for the County of Ramsey and State of Minnesota.

1088147

Warranty Deed

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required
Certificate of Real Estate Value No. _____, 19____

County Auditor	NO DELINQUENT TAXES AND TRANSFER ENTERED	Code #	1800
	MAR 14 1995	Title Co.	OK
By Deputy	LOU McKENNA, DIRECTOR Dept. of Property Taxes & Real Estate Services	Tract Index	AK
		Register	10
		Fee	3450
		Cost	0

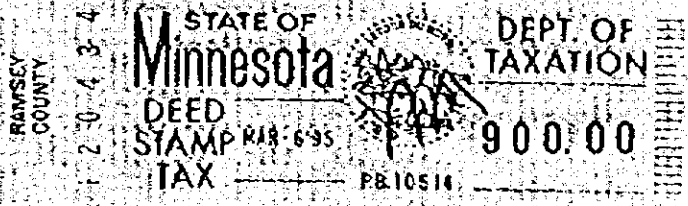
315055 797.50
STATE OF MINNESOTA
COUNTY OF RAMSEY
OFFICE OF THE REGISTER
The following is a true and correct copy of the original as recorded in the office of the Register of the County of Ramsey, Minnesota, on the 13th day of April, 1995.
K. McKenna
373782-794-282
(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ 1,551.00

DATE: January 24, 1995

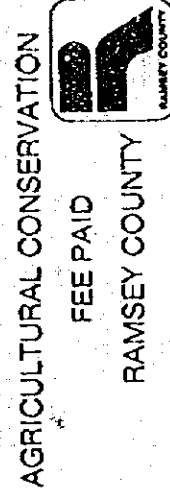
FOR VALUABLE CONSIDERATION, Zehring/Tiz-Kin Partnership, a Minnesota general partnership, Grantor, hereby conveys and warrants to Housing and Redevelopment Authority of the City of Saint Paul, Minnesota real property in Ramsey County, Minnesota, described in Exhibit "A" attached hereto and made a part hereof, together with all hereditaments and appurtenances belonging thereto.

Grantor certifies that Grantor knows of no wells or individual sewage treatment systems located on or serving the described real property.



ZEHRING/TIZ-KIN PARTNERSHIP
a Minnesota general partnership,
BY: Zehring & Angleson
Development Corporation,
a Minnesota corporation
Its Partner

By: *Robert J. Angleson*
Robert J. Angleson
Its President



STATE OF MINNESOTA)
COUNTY OF Ramsey)ss.

The foregoing instrument was acknowledged before me this 24 day of January 1994 by Robert J. Angleson, the President of Zehring & Angleson Development Corporation, a Minnesota corporation, which is a partner of Zehring/Tiz-kin Partnership, a Minnesota general partnership, on behalf of the aforesaid Zehring & Angleson Development and the aforesaid Zehring/Tiz-Kin Partnership.

Notarial Stamp or Seal

ANNE BOYD BARTZ
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires Mar. 25, 1997

Anne Boyd Bartz
Signature of Notary Public

Drafted by: FELHABER, LARSON, FENLON & VOGT, P.A.
2100 MINNESOTA WORLD TRADE CENTER
30 EAST SEVENTH STREET
SAINT PAUL, MINNESOTA 55101-4901

Please send tax statements to:
St. Paul HRA
25 W. Fourth St.
St. Paul, Mn 55102

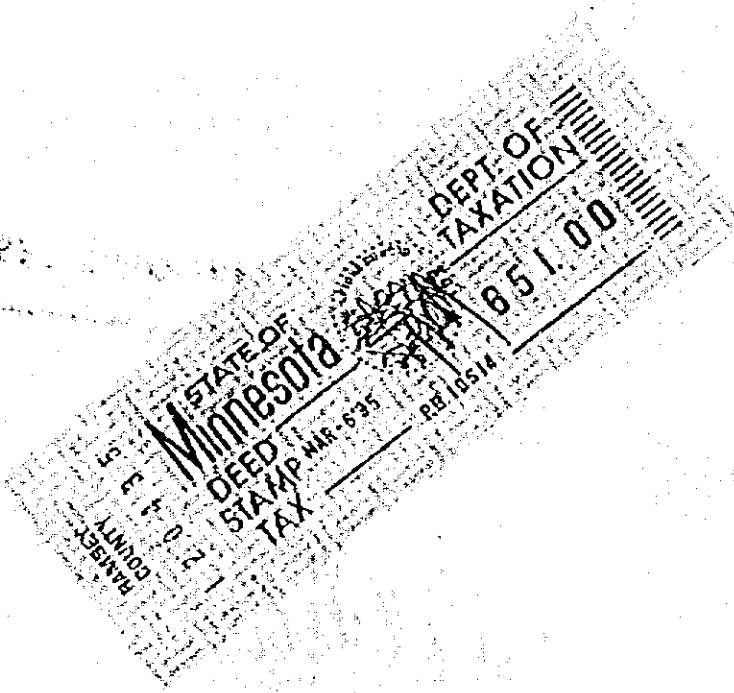
h:\doc\abb\Zehring.Deed

11760.000 01/12/95 3:05pm ABB

108. OR 90085...
06-28-22-12-0109-3... pending DAO 65082

0000000000

1088147



400-1-0000

1088147
 DEPT. OF TAXATION
 STATE OF MINNESOTA

2

1088147

EXHIBIT "A"

Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie northwesterly of the following described line:

Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northeasterly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said lot 2 and said line there terminating.

AFFIDAVIT OF PURCHASER OF REGISTERED LAND (Corporation)

STATE OF MINNESOTA
County of Ramsey ss.

1088147

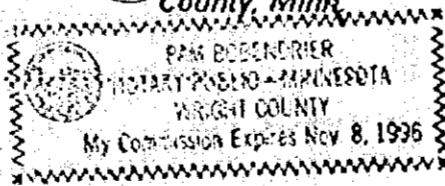
Steven G. Thompson being first duly sworn, says that he is the *program*
Administrator for the
Executive Director of the *Housing and Redevelopment*
Authority of the City of Saint Paul, Minnesota

a corporation organized and existing under the laws of the State of *Minnesota*
having its principal place of business at *25 West Fourth Street*
in the City of *Saint Paul* County of *Ramsey* State of *Minnesota*
That said corporation is the purchaser of registered land, situated in *Ramsey* County, Minnesota.

Steven G. Thompson

Subscribed and sworn to before me this *24*
day of *January*, 19*95*
Don Sabo
Notary Public, *County, Minn.*

My Commission Expires



3

TIM 2674C 11/83
(911)

000104

875050
797-50

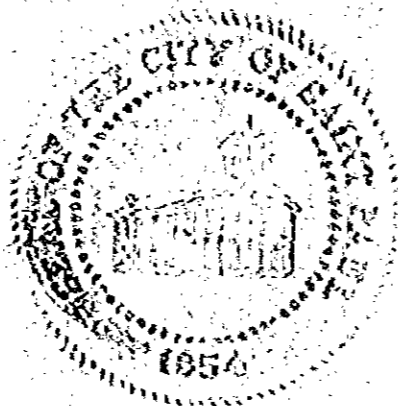
1177259

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.
CITY OF ST. PAUL)

I, Frances Swanson, Deputy City Clerk of the City of Saint Paul, Minnesota, do hereby certify that I have compared the attached copy of Council File No. 96-146 as adopted by the City Council on February 14, 1996, and approved by the Mayor on February 15, 1996 with the original thereof on file in my office.

I further certify that said copy is a true and correct copy of said original and the whole thereof.

WITNESS, my hand and the seal of the City of Saint Paul, Minnesota
this 8th day of March 1996.



Frances Swanson

DEPUTY CITY CLERK

00015119

Return copy to:
Real Estate Division
140 City Hall

ORIGINAL 1177259

Council File # 96-146

Green Sheet # 34036

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

12

Presented By _____
Referred To _____ Committee: Date _____

- 1 WHEREAS, the consolidation of MCTO bus routes through downtown Saint Paul has
2 concentrated routes on Fifth, Sixth, Cedar and Minnesota Streets, creating transit hubs; and,
3
4 WHEREAS, to accommodate the increased usage at the Fifth and Minnesota bus stop, the
5 MCTO has upgraded the stop with bus shelters and heated waiting areas, and plans to increase
6 the size of the bus stop and sidewalk area by the acquisition of a 12.00 foot easement to be
7 conveyed to the City for right of way purposes; and,
8
9 WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul,
10 Minnesota(HRA), acquired a vacant lot at Fifth and Minnesota Streets which was the site of
11 the former First Minnesota Building; and,
12
13 WHEREAS, the First Minnesota Building has been demolished and the site improvements of
14 bus shelters and heated waiting areas have been completed and the HRA would like to
15 complete the project by conveyance of the right of way easement for sidewalk to the City; and,
16
17 WHEREAS, the HRA Board has authorized the execution of a Deed of Dedication of
18 Easement for Right of Way Purposes attached hereto as Exhibit B and made a part herein by
19 reference;
20
21 NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Saint Paul
22 approves the acceptance of said Deed of Dedication of Easement for Right of Way Purposes.

	Yeas	Nays	Absent
Blakey	✓		
Grimm Buttrick	✓		
Guerin	✓		
Harris	✓		
Megard	✓		
Rettman	✓		
Thune	✓		
	7	0	0

Adopted by Council: Date Feb 14, 1996

Adoption Certified by Council Secretary

By: [Signature]

Approved by Mayor: Date 2/16/96

By: [Signature]
(HRAesmt.5th)

Requested by Department of:
Finance & Management Services

By: [Signature] Director

Form Approved by City Attorney [Signature]

By: [Signature] 2-1-96

Approved by Mayor for Submission to Council

By: [Signature]

000115117

1177259

355 Minnesota
EXHIBIT "B"
96-146

DEED OF DEDICATION OF EASEMENT
FOR RIGHT OF WAY PURPOSES

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body, corporate and politic, organized and existing under the laws of the State of Minnesota, Grantor, for good and valuable consideration, to it in hand paid and the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the City of Saint Paul, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for right of way purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described on attached Exhibit A. To have and to hold the same forever. The Grantor does covenant that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same free of all encumbrances.

That Grantor also covenants that the above granted easement is in the quiet and peaceable possession of the Grantee. The Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned. It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time. This easement shall be subject to the following conditions:

- a. No change from the existing grade is permitted without written permission from the Director of Public Works.
- b. No change in surfacing within the easement area is permitted without written permission from the Director of Public Works.

IN TESTIMONY WHEREOF, the Grantor, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body, corporate and politic, under the laws of Minnesota, has caused this deed to be executed in its corporate name by its duly authorized officers, and attested to this 16th day of January 1996.

001518

1177259

96-146

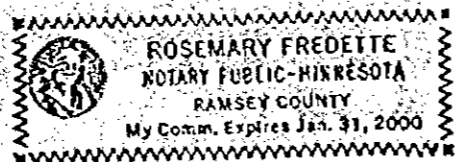
HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By *Janice Rettman*
Its VICE-CHAIRPERSON
By *Roberta Megard*
Its TREASURER

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 16th day of January, 1996, before me a Notary Public within and for said County, personally appeared JANICE RETTMAN and ROBERTA MEGARD to me personally known, who, being each by me duly sworn, did say that they are respectively the VICE-CHAIRPERSON and TREASURER of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of said corporation, and the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Commissioners, and said JANICE RETTMAN and ROBERTA MEGARD acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Rosemary Fredette
Notary Public

This instrument was drafted by:

Planning and Economic Development Division
Project Services
1200 City Hall Annex
Saint Paul, Minnesota 55102

001519

1177259

96-146

EXHIBIT "A"

The Northwesterly 12.00 feet of the following described parcel:

Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie northwesterly of the following described line:

Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northeasterly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said lot 2 and said line there terminating.

00-1-57-00

Handwritten notes and a diagram in the bottom right corner. The diagram shows a rectangular area with a diagonal line and arrows. The notes include:
277-281
277-57-
311050

5

1177259

96-146



MINNESOTA

ROBERT

6TH ST.

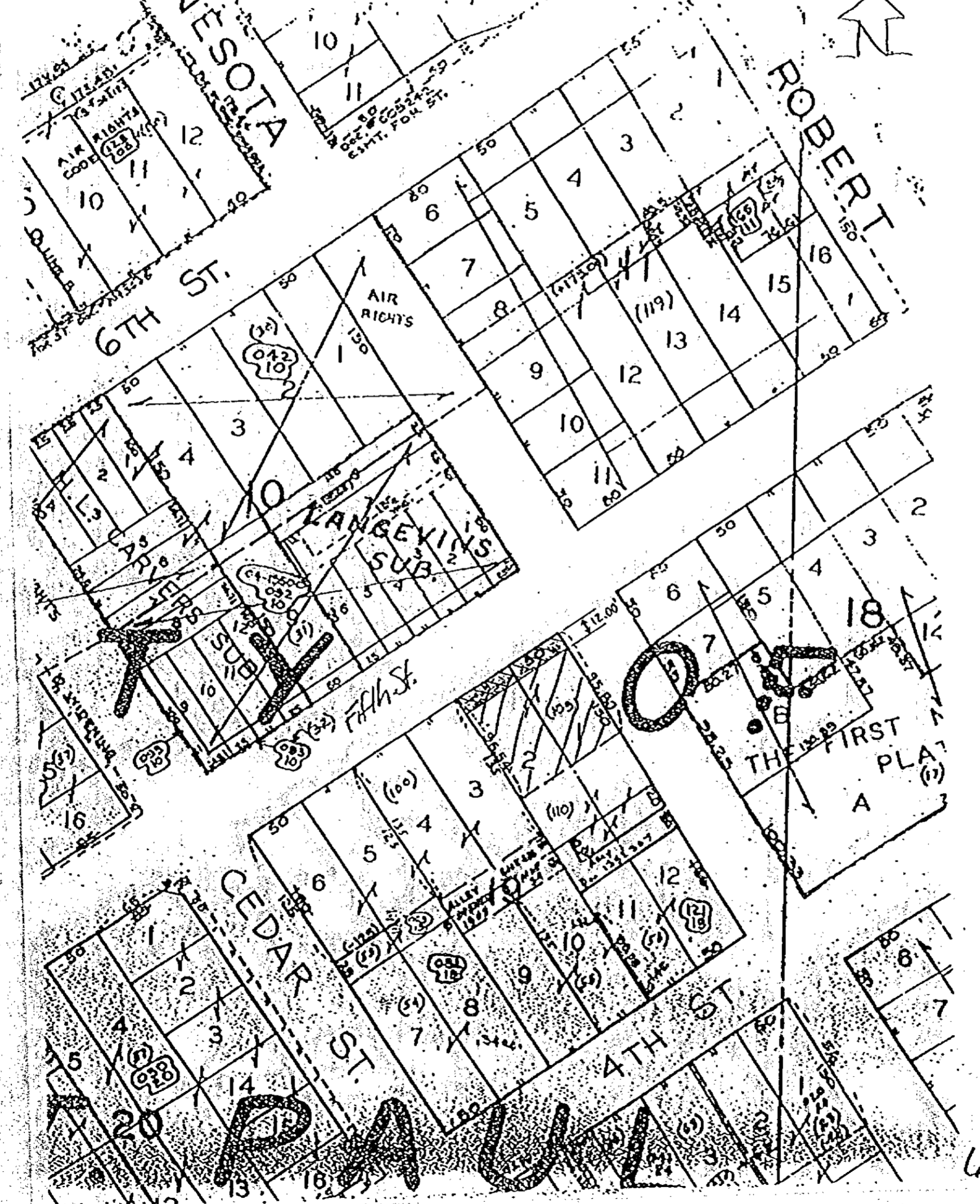
ZANGEVINS SUB.

THE FIRST PLAY A

CEAR ST.

4TH ST.

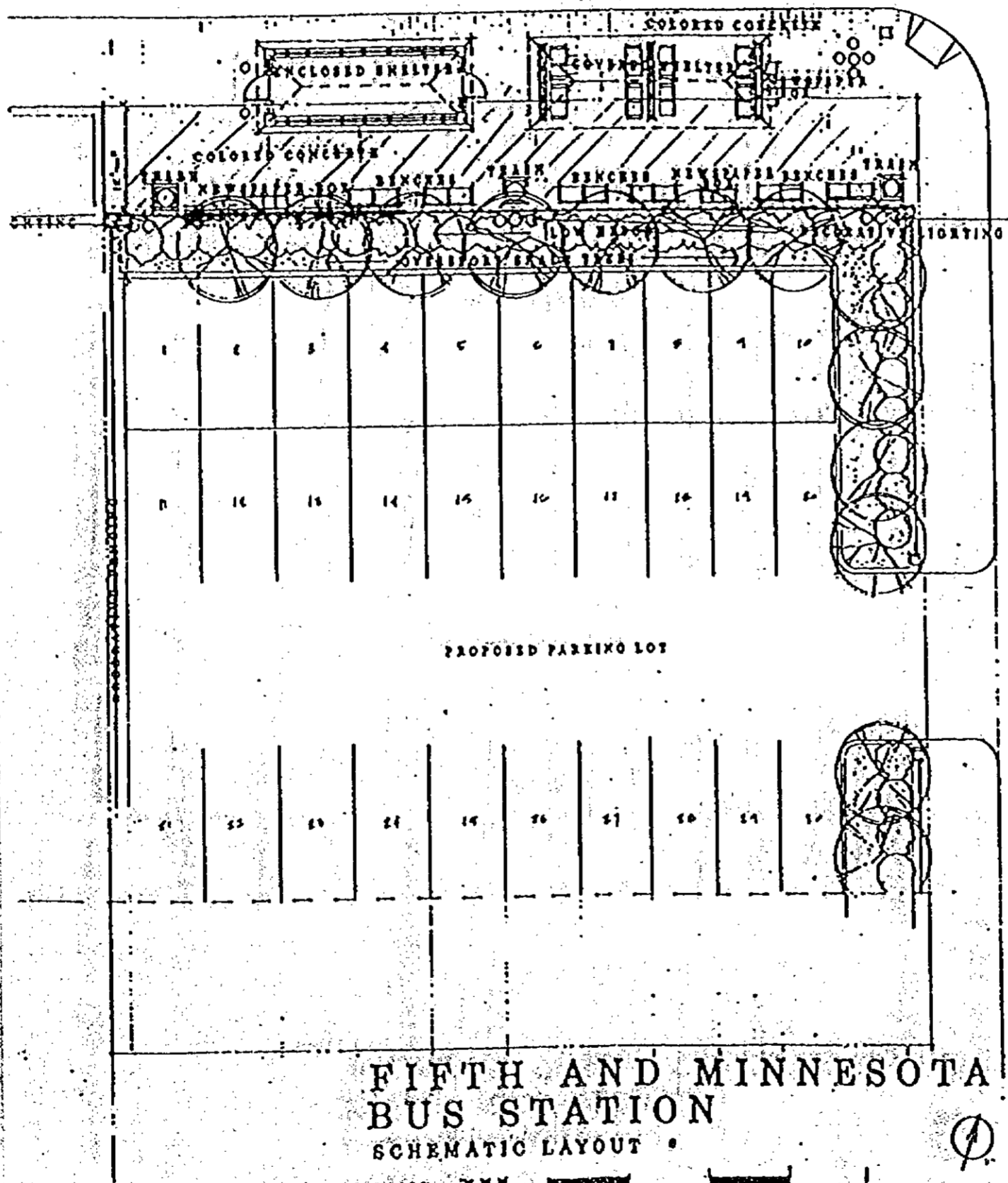
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1177259

96-146

FIFTH STREET



MINNESOTA STREET

FIFTH AND MINNESOTA
 BUS STATION
 SCHEMATIC LAYOUT

SCALE: 1" = 10'

CITY OF SAINT PAUL, DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT, DESIGN SERVICES
 * THIS PLAN HAS BEEN REVIEWED AND APPROVED BY THE CITY OF SAINT PAUL ON
 CERTIFICATE, DRAWING NO. 1177259-146 IN COMPLIANCE WITH THE PROVISIONS OF THE CITY CHARTER.

1177259-146

UNRECORDED

1177259

Code #	1450
Title Co	19
Type	RR
Tract	
Register	
Fee	1950
Copy	

CIF378450BK 247 PG 50
 STATE OF MINNESOTA SS
 COUNTY OF RAMSEY
 OFFICE OF THE REGISTRAR OF TITLES
 This is to certify that the within
 instrument was filed in this office at
 St. Paul, MIN of the 4 day of Feb
 1998 at 1 o'clock P. M.
 Registrar of Titles
 by DeBongers Deputy

No Owners Dept.

8

47777777

375050

(Above space is reserved for Recording Information)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into in Saint Paul, Minnesota on this 25th day of September, 2013, by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "Owner"), and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota (the "Council").

RECITALS

WHEREAS, the Owner owns real property located at the northeast corner of the block bounded by 5th, 4th, Cedar and Minnesota Streets in Saint Paul, Ramsey County, Minnesota ("Central Station Block"), and legally described on **Exhibit A**, which exhibit is attached hereto and made a part hereof (the "Property"); and

WHEREAS, by Deed of Dedication of Easement for Right of Way Purposes dated January 16, 1996 and filed for record on February 4, 1998 in the office of the Registrar of Titles for Ramsey County, Minnesota as Document No. 1177259 ("Deed"), the Owner conveyed to the City of Saint Paul an easement for right of way purposes over 12 feet of a portion of the Property ("City Easement"); and

WHEREAS, as permitted under state law, Minn. Stat. § 473.411 subd. 5 ("State Law"), the Council has constructed bus shelter facilities over a portion of the City Easement; but State Law does not extend to the other real property owned by the Owner and described in **Exhibit B** attached hereto; and

WHEREAS, the Council desires to expand and enhance its bus stop facilities at the northeast corner of the Central Station Block as part of a larger project to upgrade four bus stop facilities in the core of downtown Saint Paul; and

WHEREAS, the City of Saint Paul desires that the Council move its bus shelter facilities off of the City Easement and onto the Owner's Property to improve sidewalk space and pedestrian connectivity along 5th Street; and

WHEREAS, the Council is agreeable to moving its improvements onto the Owner's Property if it can expand and enhance its bus stop facilities; and

WHEREAS, the Owner is willing to grant the Council an easement on its Property in an eight (8) foot area directly adjacent to the City Easement for the Council's enhanced bus shelter facilities, which area is legally described on **Exhibit B** attached hereto and made a part hereof ("Council Easement Area"); and

WHEREAS, the Owner intends to redevelop its Property in the future and such redevelopment may include adjacent land owned by the Council, and the parties may decide to have relocated, redesigned and/or reconstructed the Council's bus stop facilities so as to facilitate such redevelopment.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) (the "Easement Fee") and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants contained herein, the parties do hereby agree as follows:

1. **Grant of Easement by the Owner.** Subject to the relocation provisions of Section 3 and the termination provisions of Section 4 below, the Owner hereby grants and conveys to the Council a perpetual easement ("Council Easement") to locate, install, operate, repair and maintain bus stop facilities and other transit-related improvements ("Improvements") at the Council's expense on, under and across the Council Easement Area and for no other purposes. The Council shall construct the Improvements on the Council Easement Area consistent with the concept drawings attached hereto as **Exhibit C** ("Concept Drawings"). The Council will provide the Owner with the as-built drawings of the bus stop facilities after the Improvements have been constructed on the Council Easement Area. The Council shall pay for all labor and expenses in connection with the Improvements in order to avoid mechanic's liens on the Property. The Council agrees to continuously maintain and operate the Improvements in good condition and repair in compliance with any applicable city, state or federal law.

2. **Payment of Easement Fee.** The Council shall pay the Easement Fee upon the execution of this Agreement.

3. **Relocation of Improvements.** The Property and the Council's adjacent property may be redeveloped in the future. As part of any redevelopment plan, the parties may agree that the Improvements ought to be modified or slightly relocated on the Property to accommodate the redevelopment. If this is the case, the parties agree that all costs for such modifications to or relocation of the Improvements shall be borne by the developer unless otherwise agreed to by the

parties. The parties further agree that if the Improvements are permanently relocated, the Owner and the Council shall execute all necessary easements and amendments to this Agreement to accommodate the relocation and the remaining terms of this Agreement shall remain in full force and effect.

4. **Termination of Easement.** If the Council ceases using the Improvements for a continuous period of two (2) years, or the Improvements are not constructed on the Council Easement Area within two (2) years after the date of this Agreement, this Agreement and the Council Easement shall terminate after the Owner delivers written notice of non-use and termination to the Council. For the purposes of this section, non-use does not include the time period when the Property is being redeveloped. This Agreement and the Council Easement shall also terminate if the Council defaults under this Agreement and fails to cure such default within a period of ninety (90) days after receiving notice of such default by the Owner. For purposes of this Agreement, a default shall be defined as either a failure on the Council's part to use the Council Easement for a public transit purpose or a failure to defend and/or indemnify the Owner consistent with Section 5 below provided however the Council's obligation to defend and/or indemnify the Owner has been stipulated to or the Council's obligation has been determined through binding arbitration. Upon termination of this Agreement, the Council shall, at its own expense, promptly remove the Improvements from the Council Easement Area, and shall repair any damage caused by its removal and, if applicable and required by the Owner, restore the Council Easement Area to the condition that existed prior to this Agreement unless the parties agree otherwise. Upon termination, if requested, the Council shall execute a recordable instrument evidencing the termination of this Agreement. If the Council fails to do so within thirty (30) days of such request, the Owner may submit an affidavit evidencing the termination of the Agreement and such affidavit shall constitute prima facie evidence of the facts set forth therein.

5. **Indemnity/Insurance.** The Improvements shall be located, installed, operated, repaired and maintained at the sole cost and expense of the Council. The Council shall be responsible for its own acts and the results of thereof. The Council agrees to indemnify, defend and hold harmless the Owner from all claims, expenses, losses, liabilities and damages, including but not limited to damages to the Property or injuries or deaths to persons, arising from the Council's use of the Council Easement Area and its actions and omissions under this Agreement. For any and all agents or contractors that undertake installation, maintenance, or replacement of the Improvements for which the Council requires that the Council be named an additional insured, the Council shall also require that the Owner shall also be named as additional insureds. Nothing in this Agreement shall be construed as a waiver by the Council of any liability limitations or immunities conferred on the Council by Minnesota Statutes chapter 466 or other applicable state or federal law.

6. **Notice.** Any notice, demand or request which either party is required to or desires to give or make or communicate to the other party shall be in writing and shall be given or made or communicated to the other party by the United States registered or certified mail, addressed to the other party at the addresses given below or such other place that the party may designate to the other party in writing:

OWNER: Housing and Redevelopment Authority of the City of Saint Paul,
Minnesota
25 West 4th Street, Suite 1100
Saint Paul, Minnesota 55102
Attn: Project Services

COUNCIL: Metro Transit
Attn: General Manager
560 6th Avenue North
Minneapolis, Minnesota 55411

7. **Compliance with Laws.** The Council may only use the Council Easement Area for the purposes stated herein. The Council will use the Council Easement Area consistent with all applicable laws, rules and regulations.

8. **Recording.** The parties hereto agree that this Agreement shall be recorded against the Council Easement Area. The Owner agrees not to transfer or otherwise dispose of the Property prior to the recording of this Agreement which shall occur by the Council within thirty (30) days following the execution of this Agreement.

9. **Miscellaneous.**

- a. **Severability.** If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- b. **Governing Law, Venue.** This Agreement shall be construed in accordance with the laws of the State of Minnesota. All actions involving the interpretation or enforcement of this Agreement shall be venued in Ramsey County district court.
- c. **Captions.** The captions of the paragraphs or sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.
- d. **Binding Effect.** The provisions of this Agreement will be binding on the Council and Owner and their respective agents, successors and assigns.
- e. **No Partnership.** Nothing contained in this Agreement and no action by the parties hereto shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, employment, joint venture or any association between the parties.

- f. **Entire Agreement.** The parties acknowledge that this Agreement and its exhibits represent the full and entire agreement of the parties relating to the use of the Council Easement Area. This Agreement supersedes and replaces any prior agreements, written and verbal, and any amendments or modifications to this Agreement must be in writing and executed by both parties to be effective.
- g. **Waiver.** No waiver of any default by a party will be implied from the failure by the non-defaulting party to take action in respect of such default.
- h. **Title.** The Owner represents and warrants that it is the fee simple owner of the Council Easement Area.
- i. **Fees.** Each party agrees to pay its own attorney's fees and expenses in connection with this Agreement.
- j. **Consents/Approvals/Good Faith.** In each instance in this Agreement where the approval or consent of a party is sought or required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. In each instance in this Agreement where the parties may agree on a course of action in the future, the parties' consideration of actions will be taken in good faith.

[the rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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

FORM APPROVED
City Attorney's Office

By

Beth J. Hall

By:

Name:

Dave Thune

Title:

Chair/Commissioner

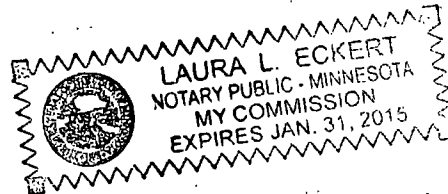
STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 25 day of Sept, 2013, by Dave Thune, the Chair or Commissioner of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota public entity, on behalf of the entity.

Laura L. Eckert
Notary Public



Metropolitan Council

By: *Patrick P. Born*
Name: Patrick P. Born
Title: Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of August, 2013, by Patrick P. Born, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on behalf of the Metropolitan Council.

Barton
Notary Public



This Instrument Drafted by:
City Attorney Office
15 W. Kellogg Boulevard
St. Paul, MN 55102

And

Office of General Counsel
Metropolitan Council
390 North Robert St.
St. Paul, MN 55101

EXHIBIT "A"

(Legal Description of Property)

Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie Northwesterly of the following described line:

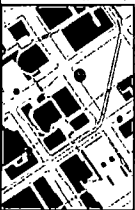
Commencing at the most Northerly corner of said Lot 1; thence Southeasterly along the Northeasterly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence Southwesterly to a point on the Southwesterly line of said Lot 2, 96.54 feet Southeasterly of the most Westerly corner of said Lot 2 and said line there terminating.
Per Certificate of Title Number 375050.

EXHIBIT "B"

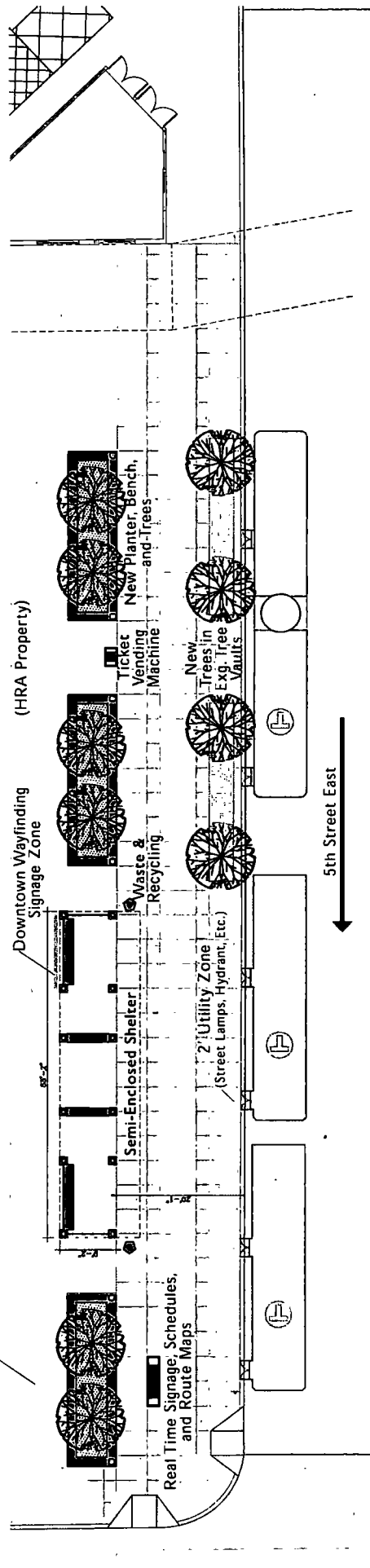
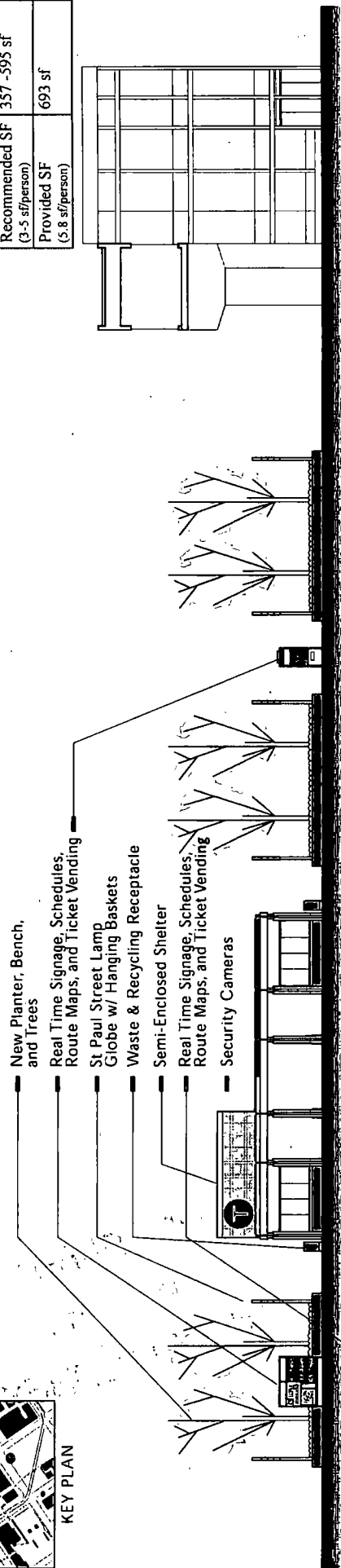
(Legal description of Easement Area)

The Southeasterly 8.00 feet of the Northwesterly 20.00 feet of Lots 1 and 2, Block 19, St. Paul
Proper, Ramsey County, Minnesota

5th Street E. Option A' (1 Shelter - 20' setback)



5th - Option A' Summary	
# Peak Riders	119 people
Recommended SF (3-5 sf/person)	357 -595 sf
Provided SF (5.8 sf/person)	693 sf



SCHEMATIC DESIGN

DOWNTOWN ST. PAUL PASSENGER FACILITY IMPROVEMENT STUDY

10013.003



HAYDOBS

MAY 3, 2012

CITY OF SAINT PAUL

CAPITAL OF MINNESOTA

Register of Deeds Office
Washington Co. Minn. 1859
5 blocks on 1/2 the area of plat of
town of St. Paul to be a true and correct copy
of said plat as recorded in Book 1 of
Town Maps in this office
John S. Porter
Register of Deeds

Note: St. Peter, Wabasha, Cedar, Minnesota, Sibley, Waukuta,
4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th,
16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th,
25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd,
34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd,
43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, whose
dimensions are not indicated on the plat are 50 feet.

City of St. Paul
County of St. Louis

On the 25th day of January 1859
personally appeared before me the undersigned
owner of lots in the town of St. Paul and ac-
knowledged the annex to be a true list of the
lots proposed according to the survey made
by J. D. Branson.

David Lambert
Justice of the Peace

John W. Roberts
Justice of the Peace

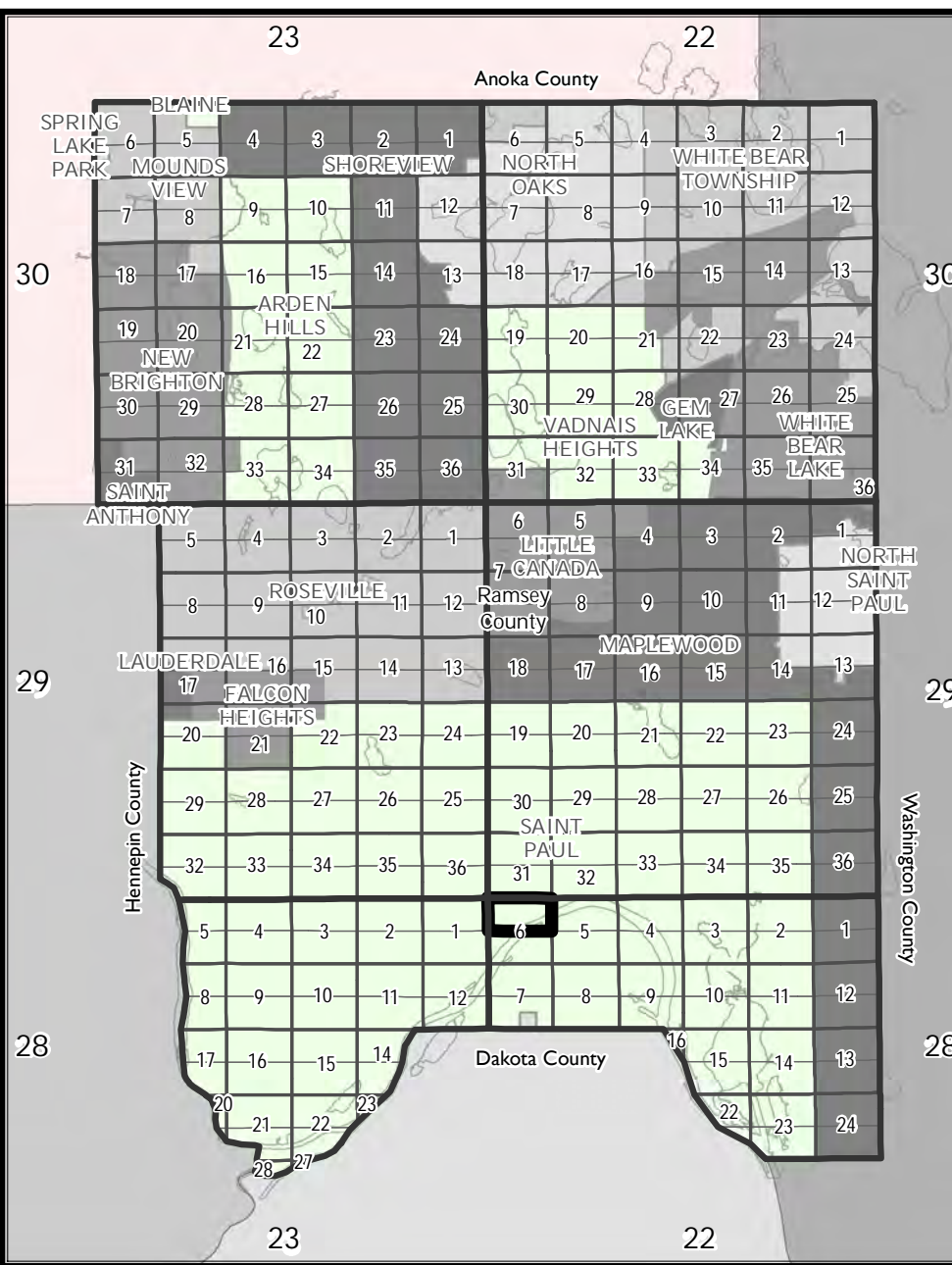
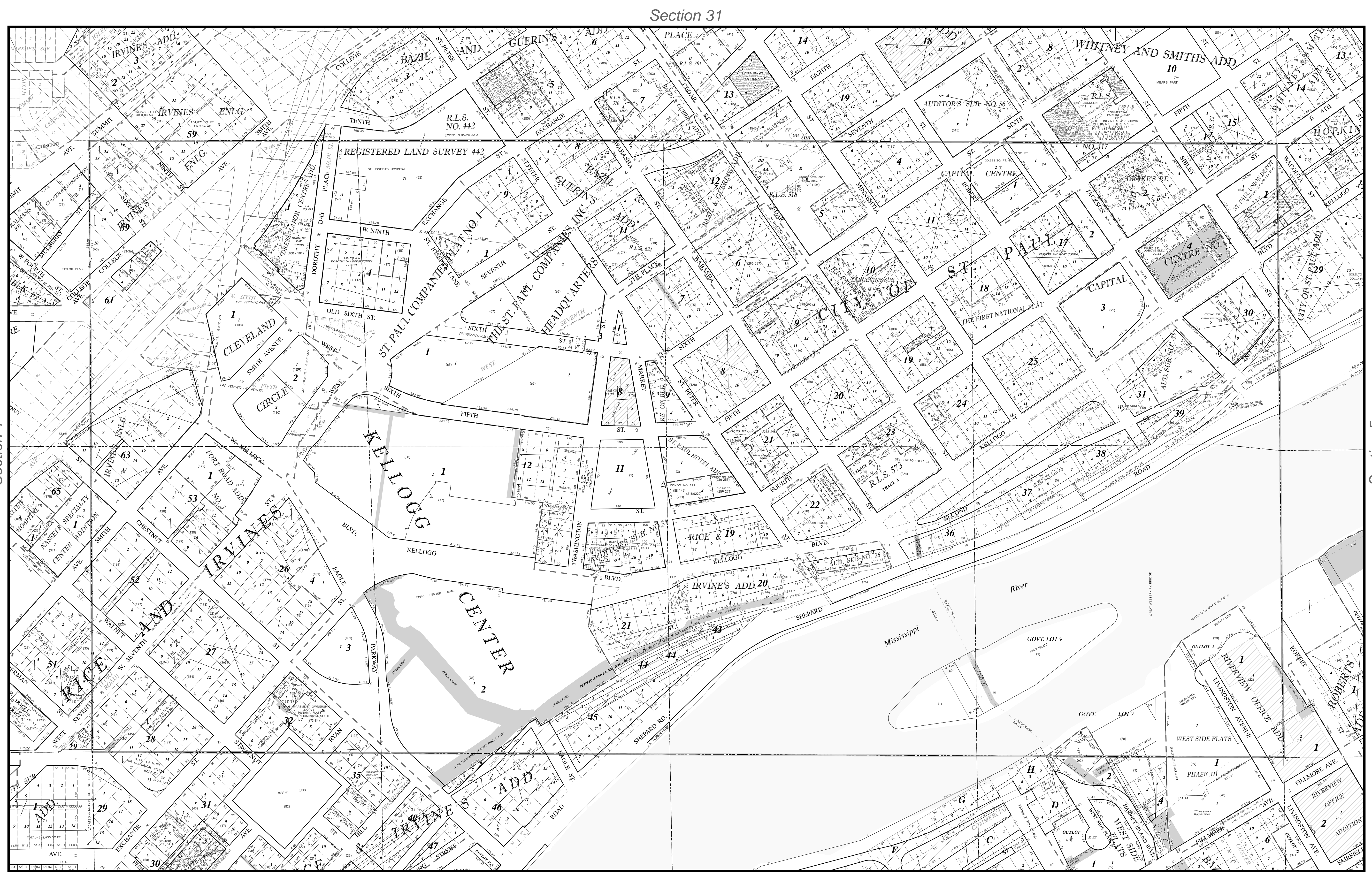
- John W. Roberts*
- David Lambert*
- John W. Branson*
- Chas. L. Loomis*
- Henry H. Sibley*
- J. W. Ross by Alexander his atty.*
- Ans. L. Loomis*
- W. Henry Jones*
- J. W. Simpson*
- A. G. Rhodes*
- L. H. La Roche*
- J. B. Cole*
- Wm. G. Green*



Ramsey County, MN Tax Parcel Map

N 06-28-22

N. 1/2
Sec. 6
T. 28 N
R. 22 W
 4th Principal Meridian



The information on this map is a compilation of Ramsey County Records. THE COUNTY DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THIS DATA. The County disclaims any liability for any injuries, time delays, or expenses you may suffer if you rely in any manner on the accuracy of this data.

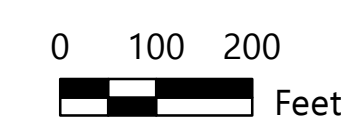
Produced by Ramsey County Assessor's Office
 11/30/2020
 651-266-2000
AskPropertyTaxandRecords@co.ramsey.mn.us

RAMSEY COUNTY
 Working with you to enhance our quality of life

Legend			

Section 6

1" = 200'
 1:2,400



N 06-28-22

Pay Property Tax

Pay Property Taxes

Online payment service is provided by CORE Business Technologies.
 You can pay by check, credit card or debit card.
 CORE Business Technologies charges a service fee which is applied directly to your payment.
 - E-check: \$1 per transaction
 - Credit card or debit card: 2.49% per transaction

For payment history, please see [Tax Transaction History](#)

Summary View

Parcel ID 062822120109
Parcel Status Active
Property Address 355 MINNESOTA ST
 ST PAUL MN 55101-1105
Sec/Twp/Rng 06/28/22
Brief Tax Description CITY OF ST. PAUL PART OF LOTS 1 & 2 BLK 19 LYING NWLY OF A LINE RUN ...OF NW COR OF SD LOT 2 BLK 19
 (Note: Not to be used on legal documents)
Parcel Area 0.2208
Parcel Width 0 Feet
Parcel Depth 0 Feet
 (Note: Width and Depth represent buildable area of lot in the case of irregularly shaped lots)
Tax Classification 5E SPECIAL TAXING DISTRICT;
Homestead Status Non homestead
Roll Type Real Property
Municipality ST PAUL
District Code 0151
 For homestead vs non-homestead tax calc - use District code above - [click here](#)
School District ISD #625
Watershed CAPITOL REGION W/S
TIF District 0282-0 STP MN EVENTS DIST; 0282-0
Land Use Code 641 EXEMPT, VACANT LAND

* The Tax Classification is the Assessor Office's determination of the use of the property and is not the same as the property's zoning.
 * Please contact the zoning authority for information regarding zoning.
 * To determine whether your property is Abstract or Torrens, call 651-266-2050

Taxpayers

Please refer to disclaimer at bottom of this page

Type	Name	Address
Owner	Housing And Redev Authority	25 4th St W 14th Floor St Paul MN 55102-1634

Current Tax Year

*Information listed is as of yesterday. For specific payoff information contact [Property Tax Info](#) at 651-266-2000
 See [Tax Transaction History](#) for payment and/or adjustment information.

First Half Due 05-15-2024		Second Half Due 10-15-2024	
Amount Due	\$1,028.09	Amount Due	\$1,028.09
Penalty & Fees Due (thru current month)	\$0.00	Penalty & Fees Due (thru current month)	\$0.00
Balance Due	\$1,028.09	Balance Due	\$1,028.09

Total Due \$2,056.18

Tax Summary

For payment history, please see [Tax Transaction History](#)

	2024 Payable	2023 Payable	2022 Payable	2021 Payable	2020 Payable
Estimated Market Value	\$528,900	\$528,900	\$528,900	\$528,900	\$528,900
Taxable Market Value	\$0	\$0	\$0	\$0	\$0
Net Tax Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Special Assessments	\$2,056.18	\$404.90	\$1,114.50	\$1,035.16	\$1,124.10
= Total Taxes	\$2,056.18	\$404.90	\$1,114.50	\$1,035.16	\$1,124.10
+ Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Amount Paid	\$0.00	\$404.90	\$1,114.50	\$1,035.16	\$1,124.10
= Outstanding Balance	\$2,056.18	\$0.00	\$0.00	\$0.00	\$0.00

Special Assessments

Note: + sign indicates a multiple year assessment. Click on the + to view additional years.

Assess #	Year	Description	Initial Amount	Principal	Interest	Installment Amount	Remaining Balance	Deferred
T012352000	2024	T012352000 Paving and Lighting-Minnesota	\$1,628.18	\$0.00	\$0.00	\$1,628.18	\$0.00	No
T012300800	2024	T012300800 2023 SSSC / Storm Sewer	\$428.00	\$0.00	\$0.00	\$428.00	\$0.00	No

Note: Installment amount is the amount that will be included in the property tax total for the referenced payable year.

Remaining Balance is the amount eligible for prepayment. Prepayment must be paid in full by November 15th of the current year.

Please call the City of Saint Paul General Assessment line for payoff amounts or additional information concerning any Saint Paul assessment. You can reach them at 651-266-8858 or go to [Assessment Lookup](#).

Suburban property owners should call 651-266-2000 for detailed assessment information.

Tax Transaction History

Tax Year	Business Date	Effective Date	Transaction Type	Tax Amount	Special Assessment	Penalty	Interest	Fees	Overpayment	Total
2024	3/1/2024	3/1/2024	Original	\$0.00	\$2,056.18	\$0.00	\$0.00	\$0.00	\$0.00	\$2,056.18
2023	5/17/2023	5/15/2023	Payment	\$0.00	(\$404.90)	\$0.00	\$0.00	\$0.00	\$0.00	(\$404.90)
2023	3/9/2023	3/8/2023	Adjustment	\$0.00	\$404.90	\$0.00	\$0.00	\$0.00	\$0.00	\$404.90
2022	5/17/2022	5/16/2022	Payment	\$0.00	(\$1,114.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,114.50)
2022	3/2/2022	3/2/2022	Original	\$0.00	\$1,114.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,114.50

Sales

Date	eCRV #	Sale Price	State Study Recommendation	State Study Reject Reason	Cnty Study Rec
11/1/1994	-	\$470,000	N		N

Statements and Notices

2023

[Tax Statement](#)
[Payment Stubs](#)

2022

[Tax Statement](#)
[Payment Stubs](#)

2021

[Tax Statement](#)
[Payment Stubs](#)

2020

[Tax Statement](#)
[Payment Stubs](#)

State of Minnesota

The Property Tax Refund Program is administered by the State of Minnesota. For information regarding the program, please call 651-296-3781.

[Form M1PR\(Property Tax Refund\)](#)

No data available for the following modules: Multi-Parcel Link, Delinquent Taxes, Photos.

The information in this web site represents current data from a working file which is updated daily (see Last Data Upload at bottom of page for the timing of the last update). Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)

Last Data Upload: 3/15/2024, 8:12:46 AM

Contact Us

Developed by



METROPOLITAN COUNCIL

Condition of Title

(for internal use only)

P.I.N. 06-28-22-12-0110
06-28-22-12-0056

PARCEL NO. B
335 Minnesota Street
Saint Paul

COUNTY OF Ramsey

PROJECT NO. TOD 56901
Central Station Block

Title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Treasurer, and as shown by said records the title to the following described tract:

Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie Southeasterly of the following described line: Commencing at the most Northerly corner of said Lot 1; thence Southeasterly along the Northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence Southwesterly to a point on the Southwesterly line of said Lot 2, 96.54 feet Southeasterly of the most Westerly corner of said Lot 2 and said line there terminating.

The Westerly half of Lot 9, Block 19, St. Paul Proper

(Torrens Property, Certificate of Title 623407)

and

The East Half of Lot 9 and all of Lots 10, 11, 12, in Block 19, St. Paul Proper

(Abstract Property)

in the following named persons, or entity:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document & Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>
Metropolitan Council	Fee	D 3/15/2016	
		R 1/23/2018	T2606631
		R 2/6/2018	A4697370
			Certificate of Title 623407

SUBJECT ONLY TO THE FOLLOWING:

1. Grant of Easement dated 6/26/1981 and recorded 7/9/1981 as Document A2120427 from Saint Paul Athletic Club to the City of Saint Paul, a public easement for a Skyway Bridge and Pedestrian Concourse System.
 - Resolution of the City of Saint Paul dated 4/30/1982 and recorded 5/10/1982 as Document A2145296 accepting agreement between Economics Laboratory, Inc. and The Minnesota Mutual Life Insurance Company assigning all skyway rights, duties and responsibilities to Economics Laboratory, Inc.

*Note: The above documents were only recorded in Abstract and are not memorialized on the Certificate of Title.

2. Right of First Refusal in favor of Hellervik, LLC, pursuant to Minn. Statute 117.226 in court file no. 62-CV-11-677. Final Certificate in favor of the State of Minnesota in the matter of condemnation of certain lands for trunk highway purposes dated 11/5/2014 and recorded 11/12/2014 as Documents T2517152 and A4531853.

*Note: Case number referenced on Certificate of Title (62-CV-11-611) is inaccurate; per District Court records and Final Certificate, the Case No. is 62-CV-11-677. The Final Certificate document recorded in property records does not address the right of first refusal, it is only mentioned on the Torrens Certificate of Title recital.

3. Declaration from the Metropolitan Council regarding CTIB financed property, dated 1/26/2018 and recorded 2/27/2018 as Document T2609229 and recorded 3/19/2018 as Document A4702295.

TAX INFORMATION:

Taxes for the year 2024:

- Parcel is Exempt.
- There are no delinquent taxes.

NAME SEARCH INFORMATION:

The following names were searched as to federal and state tax liens, bankruptcy and unsatisfied judgments within the county and state of this condition of title:

N/A

<u>Last Document Reviewed</u>	<u>Posted Effective Date</u>	<u>By</u>
T2615469 / A4702295	3/12/2024	Julie Scanlon 3/22/2024

This condition of title is not a title examination, title opinion, title insurance commitment or title insurance policy. It is furnished for informational purposes only.

Certificate of Title

Certificate Number: **623407**

Created by Document Number: **2615477**

Transfer From Certificate Number: **555469**

Originally registered July 26, 1926. Book 137, Page 362, District Court No: 3383

State of Minnesota }
County of Ramsey } S.S. REGISTRATION

This is to certify that

Metropolitan Council;

is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota,

Parcel 1. Those parts of Lots 1 and 2, Block 19, St. Paul Proper, which lie Southeasterly of the following described line: Commencing at the most Northerly corner of said Lot 1; thence Southeasterly along the Northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence Southwesterly to a point on the Southwesterly line of said Lot 2, 96.54 feet Southeasterly of the most Westerly corner of said Lot 2 and said line there terminating.

Parcel 2. The Westerly half of Lot 9, Block 19, St. Paul Proper

Subject to an easment for alley. See document nos. 142654. Covers the Northwesternly 15 feet of Parcel 2.

Subject to the right of first refusal in favor of Hellervik, LLC, pursuant to Minn. Stat. 117.226 in court file no. 62-CV-11-611, Final Certificate recorded as doc. no. 2517152.

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws of the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. The right of appeal, or right to appear and contest the application, petition, or other proceeding affecting the title, as is allowed by this chapter;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
2609229	Declaration	Feb 27, 2018 3:12 PM		Creates covenants, conditions and restrictions. See document.
2618158	Examiner's Directive / Certificate	Jul 9, 2018 3:00 PM		Pursuant to the provisions of Minnesota Statutes, you are hereby directed to show by memorial on the above referenced Certificate of Title that the following recital no longer encumbers the subject property: "Subject to an easement for alley. See document nos. 142654. Covers the Northwesternly 15 feet of Parcel 2." You are further directed to omit said recital and the memorial of this directive from future Certificates of Title.

Indexes Verified through 3/12/2024



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 6th day of June, 2018.

Susan R Roth

Registrar of Titles,

In and for the County of Ramsey and State of Minnesota.



Doc No **T02606631**

Certified, filed and/or recorded on
Jan 23, 2018 2:12 PM

Exempt from tax
No delinquent taxes & transfer entered

Jan 23, 2018 2:12 PM

Ramsey County, Minnesota
Christopher A. Samuel
County Auditor and Treasurer

Office of the Registrar of Titles
Ramsey County, Minnesota
Susan R Roth, Registrar of Titles
Christopher A. Samuel, County Auditor and Treasurer

Deputy 401

Pkg ID 1228944E

County Conservation Fee	\$0.00
Document Recording Fee Torrens	\$46.00
Environmental Response Fund .0001	\$0.00
Memorial Entry - Additional Certificates	\$40.00
State Deed Tax .0033	\$0.00
<i>Document Total</i>	\$86.00

Existing Certs

555469, 604070, 604071

QUITCLAIM DEED

STATE DEED TAX DUE HEREON: \$ _____

Agreement No. 90965
C.S. 6200 (XXX) CCR
Parcels 5B, 7A, 7M, and 10S
County of Ramsey
REALMS No. 2015-0025

The State of Minnesota having heretofore acquired in fee the real estate hereinafter described, and the Commissioner of Transportation of said State having determined that the same is no longer needed;

Now, therefore, upon said determination and pursuant to Minnesota Statutes Section 174.35 and Section 473.405, the State of Minnesota, by Charles A. Zelle, its Commissioner of Transportation, Grantor, for a valuable consideration does hereby release, quitclaim and convey to Metropolitan Council, a public corporation and political subdivision of the state of Minnesota, Grantee, all its interest in and to the real estate in Ramsey County, Minnesota, described as follows:

Parcel 5B C.S. 6200 (XXX) CCR

All of Tracts A, B and C described below:

- Tract A. The east half of Lot 9 and all of Lots 10, 11 and 12, Block 19, 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;
- Tract B. The westerly half of Lot 9, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 555469;
- Tract C. Those parts of Lots 1 and 2, Block 19, 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, which lie southeasterly of the following described line: Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said Lot 2 and there terminating; the title thereto being registered as evidenced by Certificate of Title No. 555469.

Parcel 7A C.S. 6200 (XXX) CCR

The westerly 22 feet of the northerly 30 feet of Tract A described below:

Tract A. Lots 4, 5, 6, 8, 9, 10 and 11, and the north 110 feet of Lot 7, except the north 20 feet of said lots, Auditor's Subdivision No. 6, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described to University Avenue.

Parcel 7M C.S. 6200 (XXX) CCR

All of Tract A described below:

Tract A. The west 69 feet of the east 179 feet of the north 33.5 feet of the south 52 feet of Lot 2, Block 1, Central Village Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, the title thereto being registered as evidenced by Certificate of Title No. 604070;

Tract B. Lot 2, Block 1, Central Village Addition, 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 east 79.0 feet thereof, and except the west 69 feet the east 179 feet of the north 33.5 feet of the south 52 feet thereof; the title thereto being registered as evidenced by Certificate of Title No. 604071;

Tract C. Lot 9, Block 3, Mackubin and Marshall's Addition to Saint 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 north 20 feet thereof;

together with an easement in perpetuity for access purposes that part of Tract B hereinbefore described, which lies between two lines run parallel with and distant 18.5 feet and 52 feet northerly of the southerly line of said Lot 2 and between two lines run parallel with and distant 79 feet and 110 feet westerly of the easterly line of said Lot 2;

together with an easement in perpetuity for utility purposes over that part of Tracts B and C hereinbefore described, which lies northerly and westerly of Line 1 described below and southerly and easterly of Line 2 described below:

Line 1. Beginning at a point on the easterly line of Tract A hereinbefore described, distant 12.5 feet northerly of the southeast corner thereof; thence easterly, parallel with the southerly line of said Tract B to a point distant 10.5 feet westerly (measured at right angles) of the easterly line thereof; thence northerly to a point on the northerly line of said Tract C, distant 6.5 feet westerly of its northeast corner and there terminating;

Line 2. Beginning at a point on the easterly line of Tract A hereinbefore described, distant 28 feet northerly of the southeast corner thereof; thence easterly, parallel with the southerly line of said Tract B, to an intersection with a line run parallel with and distant 11 feet westerly of Line 1 described above; thence northerly along said 11 foot parallel line to the northerly line of said Tract C and there terminating.

Parcel 10S C.S. 6200 (XXX) CCR

That part of Tract A described below:

Tract A. Lot 1, Block 1, Kosy's Corners, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies between two lines run parallel with and distant 29 feet and 64 feet southwesterly of Line 1 described below and its southeasterly extension:

Line 1. From the most southerly corner of Lot 2, said Block 1, run northwesterly along the southwesterly line thereof for 53 feet and there terminating;

together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described which lies within a distance of 3 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 354.84 feet and there terminating;

also together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described, adjoining and southwesterly of the second above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 20.84 feet to the point of beginning of the line to be described; thence continue on the last described course for 334 feet and there terminating;

also together with an easement in perpetuity for access purposes over that part of Tract A hereinbefore described, adjoining and northerly of the first above described strip, which lies southeasterly of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at a right angle for 29 feet and there terminating.

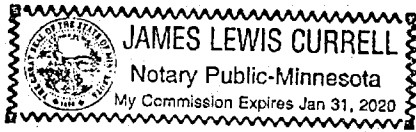
Dated this 15th day of March, 2016.

STATE OF MINNESOTA

By *Debra M. Anderson*
~~(Commissioner of Transportation)~~
~~(Director of the Office of Land Management)~~
(Assistant Director of the Office of
Land Management)
Seal of the Commissioner of Transportation

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 15 day of March, 2016, before me, a Notary Public within and for said County, personally appeared Debra M. Anderson to me personally known to be the person who executed the foregoing instrument and who did say that he is the ~~(Commissioner of Transportation) (Director of the Office of Land Management and duly authorized agent of the Commissioner of Transportation)~~ (Assistant Director of the Office of Land Management and duly authorized agent of the Commissioner of Transportation) of the State of Minnesota and acknowledged that he executed the foregoing instrument and caused the seal of the Commissioner of Transportation to be affixed thereto, by authority of Minnesota Statutes, Section 161.44, and as the free act and deed of said State.



A handwritten signature in black ink, appearing to read "James Lewis Currell", written over a horizontal line.

This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, St. Paul, Minnesota 55155 R87285F.docx



Doc No **A04697370**

Certified, filed and/or recorded on
Feb 6, 2018 2:11 PM

Office of the County Recorder
Ramsey County, Minnesota

Susan R Roth, County Recorder

Christopher A. Samuel, County Auditor and Treasurer

Deputy 301

Pkg ID 1231796E

County Conservation Fee	\$5.00
Document Recording Fee Abstract	\$46.00
Environmental Response Fund .0001	\$0.05
State Deed Tax .0033	\$1.65
<i>Document Total</i>	\$52.70

QUITCLAIM DEED

STATE DEED TAX DUE HEREON: \$ 1.70

Agreement No. 90965
C.S. 6200 (XXX) CCR
Parcels 5B, 7A, 7M, and 10S
County of Ramsey
REALMS No. 2015-0025

The State of Minnesota having heretofore acquired in fee the real estate hereinafter described, and the Commissioner of Transportation of said State having determined that the same is no longer needed;

Now, therefore, upon said determination and pursuant to Minnesota Statutes Section 174.35 and Section 473.405, the State of Minnesota, by Charles A. Zelle, its Commissioner of Transportation, Grantor, for a valuable consideration does hereby release, quitclaim and convey to Metropolitan Council, a public corporation and political subdivision of the state of Minnesota, Grantee, all its interest in and to the real estate in Ramsey County, Minnesota, described as follows:

Parcel 5B C.S. 6200 (XXX) CCR

All of Tracts A, B and C described below:

- Tract A. The east half of Lot 9 and all of Lots 10, 11 and 12, Block 19, 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;
- Tract B. The westerly half of Lot 9, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 555469;
- Tract C. Those parts of Lots 1 and 2, Block 19, 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, which lie southeasterly of the following described line: Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said Lot 2 and there terminating; the title thereto being registered as evidenced by Certificate of Title No. 555469.

Parcel 7A C.S. 6200 (XXX) CCR

The westerly 22 feet of the northerly 30 feet of Tract A described below:

Tract A. Lots 4, 5, 6, 8, 9, 10 and 11, and the north 110 feet of Lot 7, except the north 20 feet of said lots, Auditor's Subdivision No. 6, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described to University Avenue.

Parcel 7M C.S. 6200 (XXX) CCR

All of Tract A described below:

Tract A. The west 69 feet of the east 179 feet of the north 33.5 feet of the south 52 feet of Lot 2, Block 1, Central Village Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, the title thereto being registered as evidenced by Certificate of Title No. 604070;

Tract B. Lot 2, Block 1, Central Village Addition, 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 east 79.0 feet thereof, and except the west 69 feet the east 179 feet of the north 33.5 feet of the south 52 feet thereof; the title thereto being registered as evidenced by Certificate of Title No. 604071;

Tract C. Lot 9, Block 3, Mackubin and Marshall's Addition to Saint 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 north 20 feet thereof;

together with an easement in perpetuity for access purposes that part of Tract B hereinbefore described, which lies between two lines run parallel with and distant 18.5 feet and 52 feet northerly of the southerly line of said Lot 2 and between two lines run parallel with and distant 79 feet and 110 feet westerly of the easterly line of said Lot 2;

together with an easement in perpetuity for utility purposes over that part of Tracts B and C hereinbefore described, which lies northerly and westerly of Line 1 described below and southerly and easterly of Line 2 described below:

Line 1. Beginning at a point on the easterly line of Tract A hereinbefore described, distant 12.5 feet northerly of the southeast corner thereof; thence easterly, parallel with the southerly line of said Tract B to a point distant 10.5 feet westerly (measured at right angles) of the easterly line thereof; thence northerly to a point on the northerly line of said Tract C, distant 6.5 feet westerly of its northeast corner and there terminating;

Line 2. Beginning at a point on the easterly line of Tract A hereinbefore described, distant 28 feet northerly of the southeast corner thereof; thence easterly, parallel with the southerly line of said Tract B, to an intersection with a line run parallel with and distant 11 feet westerly of Line 1 described above; thence northerly along said 11 foot parallel line to the northerly line of said Tract C and there terminating.

Parcel 10S C.S. 6200 (XXX) CCR

That part of Tract A described below:

Tract A. Lot 1, Block 1, Kosy's Corners, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies between two lines run parallel with and distant 29 feet and 64 feet southwesterly of Line 1 described below and its southeasterly extension:

Line 1. From the most southerly corner of Lot 2, said Block 1, run northwesterly along the southwesterly line thereof for 53 feet and there terminating;

together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described which lies within a distance of 3 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 354.84 feet and there terminating;

also together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described, adjoining and southwesterly of the second above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 20.84 feet to the point of beginning of the line to be described; thence continue on the last described course for 334 feet and there terminating;

also together with an easement in perpetuity for access purposes over that part of Tract A hereinbefore described, adjoining and northerly of the first above described strip, which lies southeasterly of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at a right angle for 29 feet and there terminating.

Dated this 15th day of March 2016

STATE OF MINNESOTA

By *Debra M. Anderson*
~~(Commissioner of Transportation)~~
~~(Director of the Office of Land Management)~~
(Assistant Director of the Office of
Land Management)
Seal of the Commissioner of Transportation

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 15 day of March, 2016, before me, a Notary Public within and for said County, personally appeared Debra M. Annelson to me personally known to be the person who executed the foregoing instrument and who did say that he is the ~~(Commissioner of Transportation) (Director of the Office of Land Management and duly authorized agent of the Commissioner of Transportation)~~ (Assistant Director of the Office of Land Management and duly authorized agent of the Commissioner of Transportation) of the State of Minnesota and acknowledged that he executed the foregoing instrument and caused the seal of the Commissioner of Transportation to be affixed thereto, by authority of Minnesota Statutes, Section 161.44, and as the free act and deed of said State



A handwritten signature in cursive script, appearing to read "James Currell", written over a horizontal line.

This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, St. Paul, Minnesota 55155 R87285F.docx

AGENCY RESPONSIBLE FOR TAXES:

METROPOLITAN COUNCIL
Attn: Real Estate Office
390 Robert Street North
St. Paul, MN 55101

-1-

GRANT OF EASEMENT

WHEREAS, SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, hereinafter called "Grantor", is the owner in fee of that certain property in the City of Saint Paul, County of Ramsey, State of Minnesota, generally located and described as the building and improvements situated on all or part of Lots 4, 5, 6, 7, 8 and 9, Block 19, City of Saint Paul (St. Paul Proper), hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated January 8, 1980, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, the Grantor herein, and Minnesota Mutual Life Insurance Company, to grant to the City of Saint Paul a public easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

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 the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public as a public way and for public ingress and egress and for pedestrian transit in, through and over the Property and the structures thereon, described as follows:

DESCRIPTION: (Second floor of St. Paul Athletic Club from property line of Cedar Street to Midwest Federal Building)
Interior walkway easement over and across that part of Lots 4 thru 9, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northwesterly corner of said Block 19; thence S 0°02'52" E (assumed bearing) along the Westerly line of said Block 19 a distance of 172.32 feet to the point of beginning of the lines to be herein described; thence continuing S 0°02'52" E 9.04 feet; thence S 89°47'41" E 1.34 feet; thence S 0°12'19" W 2.05 feet; thence southeasterly along a non-tangential curve to the right 5.64 feet, radius of 3.59 feet, delta angle of 90°, tangent bears S 89°47'41" E; thence S 0°12'19" W 1.11 feet; thence S 89°47'41" E 3.82 feet; thence N 0°12'19" E 1.11 feet; thence Northeasterly along a curve to the right 5.64 feet, radius of 3.59 feet;

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NOTED BY AUDITOR

7-9 1981

LOU MCKENNA

Auditor, Ramsey County, Minnesota

By *J. Heger*

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delta angle of 90°; thence S 89°47'41" E 13.10 feet; thence Northeasterly along a curve to the left 6.28 feet, radius of 4.0 feet; delta angle of 90°; thence Northeasterly along a curve to the right 9.21 feet, radius of 5.87 feet; delta angle of 89°54'55"; thence Northeasterly along a curve to the left 6.28 feet, radius of 4.0 feet, delta angle of 90°; thence N 0° 07'14" E 0.62 feet; thence N 89° 52'46" W 3.93 feet; thence N 0° 07'14" E 10.55 feet; thence S 89°52'46" E 13.48 feet; thence N 0°07'14" E 0.70 feet; thence S 89°52'46" E 2.55 feet; thence N 0°07'14" E 0.28 feet; thence S 89°52'46" E 3.86 feet; thence S 0°07'14" W 0.26 feet; thence S 89°52'46" E 39.76 feet; thence N 0°07'14" E 1.57 feet; thence S 89°52'46" E 3.30 feet; thence S 0°07'14" W 1.50 feet; thence S 89°52'46" E 1.09 feet; thence N 23°41'09" E 9.0 feet to point "A"; thence continuing N 23°41'09" E 17.93 feet to the common property line between Midwest Federal and the St. Paul Athletic Club; thence N 89°28'57" W 10.18 feet along said common property line; thence S 23°52'19" W 14.45 feet to point "B"; thence continuing S 23° 52'19" W 3.0 feet; thence N 89°52'46" W 68.88 feet; thence S 0°03'55" E 20.50 feet; thence N 89°47'41" W 22.85 feet; thence S 0°12'19" W 3.13 feet; thence N 89°47'41" W 1.41 feet to the point of beginning.

Subject to existing swinging doors and hardware, light switches, radiators, exit signs, doors and hardware, fire hose and case, hand railings, beams wall signs, electrical outlets, thermostat, stairway and railings, steel rods, camera, skyway and skyway doors.

This easement is limited in height from the second floor elevation upwards to the ceiling elevation. The ceiling elevation is at 103.43 feet through out; the second floor elevation is 95.44 feet from the easterly property line of Cedar Street to a diagonal line joining above described points "A" and "B"; the second floor elevation then slopes uniformly from elevation 95.44 feet from said diagonal line northerly to an elevation of 93.27 feet at the common property line between the St. Paul Athletic Club and Midwest Federal.

All elevations are City of St. Paul datum.

Above easement contains 1469 sq. ft., more or less.

together with an easement for public ingress to, egress from and transit to and from said System by way of vertical access from Street to the pedestrian concourse, described as follows:

DESCRIPTION: (Stairway easement from first floor to second floor in St. Paul Athletic Club)

Interior stairway easement over and across that part of Lot 7, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northwesterly corner of said Block 19; thence S 0°02'52" E (assumed bearing) along the Westerly line of said Block 19 a distance of 163.39 feet; thence S 89°52'46" E 36.44 feet to the point of beginning of the lines to be herein described; thence N 0°07'14" E 11.0 feet; thence S 89° 52'46" E 13.48 feet; thence S 0°07'14" W 19.67 feet; thence N 89°52'46" W 9.55 feet; thence S 0°07'14" W 0.55 feet; thence N 89°52'46" W. 3.93 feet; thence N 0°07'14" E 9.22 feet to the point of beginning.

Subject to existing concrete walls, curbs and partitions, door and door hardware, lattice work, ventilators, railings, steps and treads, suspended lights, thermostat and radiators.

This easement is limited in height from the first floor elevation of 76.46 feet to the ceiling elevation of 93.69 feet on the Northerly 9.12 feet of the above described property and to the ceiling elevation of 103.43 feet on the remaining portion of the above described easement.

All elevations are City of St. Paul datum.

Above easement contains 267 sq. ft., more or less.

and also together with an easement for public access on the ground floor level from the foot of the above described vertical access facilities to public sidewalks, described as follows:

DESCRIPTION: (Entrance to first floor of St. Paul Athletic Club on Cedar St.)

Exterior walkway easement over and across that part of Lot 7, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northwesterly corner of said Block 19; thence S 0°02'52" E (assumed bearing) along the Westerly line of said Block 19 a distance of 163.39 feet to the point of beginning of the lines to be herein described; thence S 89°52'46" E 36.44 feet; thence S 0°07'14" W 3.85 feet; thence N 89°52'46" W 36.43 feet to the said Westerly line of said Block 19; thence N 0°02'52" W 3.85 feet along said line to the point of beginning.

Subject to existing door, door threshold and door hardware.

This easement is limited in height from the sidewalk elevation of 76.46 feet upwards to elevation 92.86 feet.

All elevations are City of St. Paul datum

Above easement contains 140 sq. ft., more or less.

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

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

The public's right herein to ingress and egress and pedestrian transit in and through the easement 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 of Saint Paul may, by agreement with 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 City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

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The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not 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 the Grantor.

2120427

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

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

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee by separate agreement, shall be responsible for and/or provide for the cost of all repairs, improvements and replacements of the public way or Skyway Bridge and Pedestrian Concourse System as it passes through its building or on or over its land as described herein, it being understood that the aforesaid covenant shall run with the land.

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Grantor reserves unto itself the unconditional right and privilege of selling, conveying and transferring the Property described above to any other corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of property owner's interest in the property, the Grantor (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 Grantor (seller) contained in the Agreement thereafter to be performed; provided that Grantor's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

TO HAVE AND TO HOLD said easement for a public way or Skyway Bridge and Pedestrian Concourse System, together with all rights of ingress and egress appertaining thereto until the System is vacated or abandoned in the manner required by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 26 day of June, 19 81.

SAINT PAUL ATHLETIC CLUB

By Joe D. Knox
Its PRESIDENT

By Roland D. Wilsey
Its VICE-PRESIDENT

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

One this 26 day of June, 19 81, before me, a Notary Public within and for said County, appeared Joe D. Knox and Roland D. Wilsey, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Vice-president of SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, that said instrument was signed by authority of its Board of Directors and said Joe D. Knox and Roland D. Wilsey acknowledged said instrument was the free act and deed of said corporation.

William F. Orme

THIS INSTRUMENT WAS DRAFTED BY
City of St. Paul
OFFICE OF CITY ATTORNEY
647 City Hall
SAINT PAUL, MINNESOTA

WILLIAM F. ORME
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Commission Expires Aug. 10, 1983.

XXX

2120427

Count

Saint Paul Athletic Club

To

Saint Paul, City of

STATE OF MINNESOTA)
 County of Ramsey) SS
 Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 9th day of July A.D. 1921 at 10 o'clock AM and that the same was recorded in Ramsey County Records as Doc. No. 2120427

EUGENE H. GIBBONS
 COUNTY RECORDER
 By Eugene H. Gibbons

Room 647 Court House
 To Phil Byrne

2115296

MAY 10 9 31 AM '82

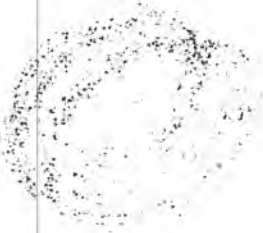
STATE OF MINNESOTA)
County of Ramsey) ss.
CITY OF SAINT PAUL)

I, Albert B. Olson City Clerk of the
City of Saint Paul, Minnesota, do hereby certify that I have
compared the attached copy of Council File No. 278625
as adopted by the City Council. April 29 19⁸²
and approved by the Mayor. April 30 19⁸²
with the original thereof on file in my office.

I further certify that said copy is a true and correct copy
of said original and the whole thereof.

WITNESS my hand and the seal of the City of Saint Paul,
Minnesota this 3rd day of May A.D. 19⁸²

Albert B. Olson
.....
City Clerk.



WHITE - CITY CLERK
PINK - FINANCE
CANARY - DEPARTMENT
BLUE - MAYOR
City Attny/PBB

CITY OF SAINT PAUL

Council File NO. 278625

Council Resolution

Presented By Leah W. Levine

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

2145296

BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain agreement dated April 5, 1982, between Economics Laboratory, Inc., (EL) and The Minnesota Mutual Life Insurance Company (MML), attached hereto, in which agreement EL is assigned and assumes all the rights, duties, responsibilities and covenants of MML under several agreements more particularly described therein relating to the skyway system, which agreements contain covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 4, 5, 6, 7, 8 and 9, Block 19, City of St. Paul (St. Paul Proper);

Lots 14, 15 and 16, Block 20, City of Saint Paul (St. Paul Proper); and

Lots 1 and 4, Block 23, City of Saint Paul (St. Paul Proper);

and

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to file a certified copy of this Resolution (with attachment) in the Office of the County Recorder, Ramsey County.

COUNCILMEN

Yeas	Nays		
Hunt		7	In Favor
Levine			
Maddox		0	Against
McMahon			
Showalter			
Tedesco			
Wilson			

Adopted by Council: _____ Date APR 29 1982

Certified Passed by Council Secretary
By Albert O. Olson

Approved by Mayor: _____ Date APR 30 1982
By V. Edmund S. Rucker

Requested by Department of: _____

By _____

Form Approved by City Attorney

By Philip B. Byrne 1-9-82

Approved by Mayor for Submission to Council

By V. Edmund S. Rucker

278625

2145286
7625/12

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 1982, by and between ECONOMICS LABORATORY, INC., a Delaware corporation (hereinafter referred to as "EL") and THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota corporation (hereinafter referred to as "MML");

WITNESSETH:

WHEREAS, as part of the pedestrian skyway system within the downtown central business district of St. Paul, Minnesota, there exists a skyway bridge over Cedar Street between the buildings occupied by the Saint Paul Athletic Club (hereinafter referred to as "AC") and MML (hereinafter referred to as the "Cedar Skyway");

WHEREAS, on February 20, 1980 AC and MML entered into a Skyway Bridge Maintenance Agreement under which AC and MML mutually agreed to be bound by the terms contained therein regarding the operation and maintenance of the Cedar Skyway (hereinafter referred to as the "Cedar Maintenance Agreement");

WHEREAS, as part of the pedestrian skyway system within the downtown central business district of St. Paul, Minnesota, there exists a skyway bridge over East Fourth Street between the buildings occupied by the Degree of Honor Protective Association (hereinafter referred to as "Degree") and MML (hereinafter referred to as "East Fourth Skyway");

WHEREAS, on February 13, 1980 Degree and MML entered into a Skyway Bridge Maintenance Agreement under which Degree and MML mutually agreed to be bound by the terms contained therein regarding the operation and maintenance of the East Fourth Skyway (hereinafter referred to as the "East Fourth Maintenance Agreement");

WHEREAS, on January 11, 1980, the Housing and Redevelopment Authority of the City of St. Paul, Minnesota (hereinafter referred to as "HRA"), the City of St. Paul, Minnesota (hereinafter referred to as the "City"), AC and MML entered into an Agreement concerning the construction, operation and maintenance of the Cedar Skyway and the easements necessary to incorporate the same into the pedestrian skyway system (hereinafter referred to as the "City Cedar Agreement");

WHEREAS, on January 22, 1980, HRA, the City, Degree and MML entered into an Agreement concerning the construction, operation and maintenance of the East Fourth Skyway and the easements necessary to incorporate the same into the pedestrian skyway system (hereinafter referred to as the "City East Fourth Agreement");

WHEREAS, concurrently with the delivery of this Agreement EL is purchasing the building at 345 Cedar Street, St. Paul, Minnesota, which is owned by MML and connected to the Cedar Skyway and the East Fourth Skyway; and

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2/15/96

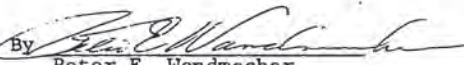
WHEREAS, EL and MML intend that in connection with the sale of said building to EL that EL shall succeed to the rights and assume the obligations of MML under the various agreements relating to the pedestrian skyway system connected to said building;

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

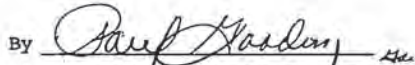
1. MML shall and hereby does assign to EL all its rights in and under the Cedar Maintenance Agreement, the East Fourth Maintenance Agreement, the City Cedar Agreement and the City East Fourth Agreement.
2. EL shall and hereby does fully and without limitation assume all duties, responsibilities and covenants of MML under the Cedar Maintenance Agreement, the East Fourth Maintenance Agreement, the City Cedar Agreement and the City East Fourth Agreement.

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

ECONOMICS LABORATORY, INC.

By 
Peter E. Wandmacher
Vice President and Treasurer

THE MINNESOTA MUTUAL LIFE
INSURANCE COMPANY

By 
PAUL GOODING, SECOND VICE PRESIDENT

XXX
ST

2145296

Recd

St. Paul

to

Public

STATE OF MINNESOTA)
 County of Ramsey) ss
 Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 10 day of May A.D. 1988 at 9:31 o'clock AM, and that the same was recorded in Ramsey County Records as Doc. No. 2145296.

EUGENE H. GIBBONS
 COUNTY RECORDER

By *Eugene H. Gibbons*

*Abstract only
 City Clerk
 Rm 386*



Doc No **T02517152**

Certified, filed and/or recorded on
Nov 12, 2014 4:16 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Mark E Oswald, Registrar of Titles
Mark E Oswald, County Auditor and Treasurer

Deputy 707

Pkg ID 1037287C

Document Recording Fee Torrens	\$46.00
Refile Fee	\$20.00
<i>Document Total</i>	\$66.00

Existing Certs

555469, 386927

555469

386927

AFT

FINAL CERTIFICATE

CONDEMNATION

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT
Court File No. 62-CV-11-677

State of Minnesota, by its Commissioner of Transportation,

Petitioner,

vs.

Hellervik LLC, U.S. Bank National Association, successor in interest by corporate merger, consolidation, amendment, or conversion to First Bank National Association, Capital City Ventures, LLC, City of St. Paul, Premier Parking I, LLC, doing business as Premier Parking, Zehring/Tiz-Kin Partnership, County of Ramsey, The Church of Saint Louis of Saint Paul, Minnesota, Church of Saint Louis, King of France, McNally Smith College, Inc., Bremer Bank, National Association, United States of America Small Business Administration, The History Theatre, Inc., LIT-MIDWAY, L.L.C., formerly known as CH-MIDWAY, L.L.C., an inactive Delaware limited liability company, Wells Fargo Bank, National Association, successor in interest by corporate merger, consolidation, amendment, or conversion to Wells Fargo Bank Minnesota, National Association, as trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2003-C1, Superior Iron, Inc., Northwest Packaging, Inc., Wirtz Beverage Minnesota Beer, Inc., Viet - Trade - U.S.A. Co. Ltd., doing business as Tracks Bar & Grill, EM - TY Corporation, doing business as Days Inn Midway, Consolidated Enterprises, Inc., doing business as Griggs, Cooper & Co. and as Wirtz Beverage Minnesota Wine and Spirits, Inc., Communication Mailing Services Inc., Hubbard Broadcasting, Inc., formerly known as KSTP, Inc., 2356 University Avenue Limited Partnership, Associated Bank, National Association, successor in interest by corporate merger, consolidation, amendment, or conversion to Associated Commercial Mortgage, Inc., also all other persons unknown claiming any right, title, estate, interest or lien in the real estate described in the Petition herein,

Respondents.

IN THE MATTER OF THE CONDEMNATION OF
CERTAIN LANDS FOR TRUNK HIGHWAY PURPOSES

FINAL CERTIFICATE

By authority of §117.205 Minnesota Statutes, I hereby certify that the lands or rights herein described have been taken by the State of Minnesota in eminent domain proceeding for transportation purposes in conformity with the requirements of Chapter 117 of said statutes; that commissioners were duly appointed by the court to ascertain and report the amount of damages sustained by the several owners on account of such taking; that said commissioners qualified and made and filed their report of such damages; that the time for appeal from the awards in said report has expired; that appeals, if taken, have been disposed of; that all damages have been paid by the State of Minnesota; that said proceedings are now complete; and that said State now owns said lands in fee simple absolute, and, as to Parcel 11L, an easement in the lands herein described, together with the following rights: has acquired all trees, shrubs, grass and herbage within the right of way herein to be taken, and has the exclusive control of the same; has acquired an easement in perpetuity for access purposes those cases which are herein particularly mentioned; and has acquired a temporary easement in those cases which are herein particularly mentioned.

A stipulation filed with the Court Administrator as to Parcel 11L substituted the description appearing herein for that set out in the petition.

With reference to all parcels, the award assumed that the property was free of all pollutants, contaminants, and hazardous wastes. The commission had not assessed any damage for the presence of pollutants, contaminants, and hazardous wastes on the subject property. The award was made with the express understanding that the petitioner, State of Minnesota, has reserved all rights to recover damages, testing cost, and clean-up costs attributable to the existence of pollutants, contaminants, or hazardous wastes on the property from the respondent in a separate legal action. The commission had not considered the impact of pollutants, contaminants, and hazardous wastes

on the fair market value of the subject property either before or after the taking in its assessment of damages.

Parcels 11K and 5S were dismissed from the original proceedings.

Said lands are situated in Ramsey County, Minnesota, and are described as follows:

FEE ACQUISITION

Parcel 5B C.S. 6200 (XXX) CCR

S.P. 9902-01

All of Tracts A, B and C described below:

- Tract A. The east half of Lot 9 and all of Lots 10, 11 and 12, Block 19, 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;
- Tract B. The westerly half of Lot 9, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 555469;
- Tract C. Those parts of Lots 1 and 2, Block 19, 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, which lie southeasterly of the following described line: Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said Lot 2 and there terminating; the title thereto being registered as evidenced by Certificate of Title No. 555469.

Parcel 5R C.S. 6200 (XXX) CCR

S.P. 9902-01

The right to use the following described strips for transportation purposes, which right shall cease on December 1, 2014, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for transportation purposes:

Tract A. Lot 5, Block 1, Central Place, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

A strip being that part of the southwesterly 85.5 feet of Tract A hereinbefore described which lies southeasterly of a line run northeasterly at a right angle from the following described line at its point of termination: From the intersection of the northerly line of 7th Street East and the easterly line of Cedar Street, run northerly along said easterly line of Cedar Street for 490.1 feet and there terminating;

A strip being the northwesterly 1 foot of the southwesterly 50 feet of Tract A hereinbefore described;

A strip being that part of the southwesterly 1.5 feet of Tract A hereinbefore described which lies between two lines run northeasterly at right angles from the point of beginning and from the point of termination of the following described line: From the most westerly corner of said Tract A, run southeasterly along the southwesterly line thereof for 22 feet to the point of beginning of the line to be described; thence continue on the last described course for 11 feet and there terminating;

A strip being that part of the southwesterly 1 foot of Tract A hereinbefore described which lies between two lines run northeasterly at right angles from the point of beginning and from the point of termination of the following described line: From the most westerly corner of said Tract A, run southeasterly along the southwesterly line thereof for 54 feet to the point of beginning of the line to be described; thence continue on the last described course for 10 feet and there terminating;

excepting therefrom the existing retaining wall and stairs situate thereon.

FEE ACQUISITION

Parcel 10S C.S. 6200 (XXX) CCR

S.P. 9902-01

That part of Tract A described below:

Tract A. Lot 1, Block 1, Kosy's Corners, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies between two lines run parallel with and distant 29 feet and 64 feet southwesterly of Line 1 described below and its southeasterly extension:

Line 1. From the most southerly corner of Lot 2, said Block 1, run northwesterly along the southwesterly line thereof for 53 feet and there terminating;

together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described which lies within a distance of 3 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 354.84 feet and there terminating;

also together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described, adjoining and southwesterly of the second above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 20.84 feet to the point of beginning of the line to be described; thence continue on the last described course for 334 feet and there terminating;

also together with an easement in perpetuity for access purposes over that part of Tract A hereinbefore described, adjoining and northerly of the first above described strip, which lies southeasterly of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at a right angle for 29 feet and there terminating;

also a right to use the following described strips for transportation purposes, which right shall cease on December 1, 2014, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for transportation purposes:

A strip being that part of Tract A hereinbefore described, adjoining and southwesterly and northwesterly of the first above described strip, and adjoining and northwesterly of the fourth above described strip, which lies within a distance of 69 feet southwesterly (measured at right angles) of the following described line and its southeasterly extension: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 to its point of termination; thence continue on the last described course for 5 feet and there terminating;

A strip being that part of Tract A hereinbefore described, adjoining and southeasterly of the second above described strip and adjoining and southerly of the third above described strip, which lies within a distance of 24 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 414.84 feet and there terminating;

A strip being that part of Tract A hereinbefore described, adjoining and southwesterly of the last above described strip, which lies within a distance of 40 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 145.34 feet and there terminating;

A strip being that part of Tract A hereinbefore described which lies within a distance of 5 feet southwesterly (measured at right angles) of Line 2 described below:

Line 2. From the northeasterly corner of Lot 2, said Block 1, run northwesterly along the northeasterly lines of said Lot 2 and of said Lot 1 for 304.5 feet and there terminating;

A strip being that part of Tract A hereinbefore described, adjoining and southwesterly of the last above described strip, which lies within a distance of 11 feet southwesterly (measured at right angles) of the following described line: From a point on Line 2 described above, distant 20.5 feet southeasterly of its point of termination, run southeasterly along said Line 2 for 15.5 feet and there terminating;

excepting therefrom the existing building and stairs situate thereon.

DESCRIPTION FOR FINAL CERTIFICATE

EASEMENT ACQUISITION

Parcel 11L C.S. 6200 (XXX) CCR

S.P. 9902-01

That part of Tract A described below:

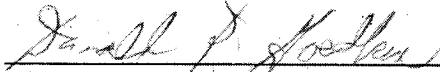
Tract A. Lot 73, Hewitt's Out Lots 1st and 2nd Division, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 386927;

which lies northwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 11 feet southerly of the most northerly corner thereof, run northeasterly to a point on the northeasterly line of said Tract A, distant 10.5 feet southeasterly of said corner;

also a right to use the following described strip for transportation purposes, which right shall cease on December 1, 2014, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for transportation purposes:

A strip being that part of Tract A hereinbefore described, adjoining and southeasterly of the above described strip, which lies northwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 34 feet southerly of the most northerly corner thereof, run northeasterly to a point on the northeasterly line of said Tract A, distant 36 feet southeasterly of said corner; excepting therefrom the existing stairs and building situate thereon.

Dated at Saint Paul, Minnesota, this 5th day of November, 2014.



DONALD D. GOEDKEN
Attorney at Law
Attorney Registration No. 0035609

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
395 John Ireland Boulevard
Mail Stop 632
St. Paul, MN 55155
Fax No.: 651-366-3450
Phone: 651-366-3441

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit, M.S. 632
St. Paul, Minnesota 55155
100391



LYNAE K.E. OLSON, Court Administrator, Ramsey County, State of Minnesota, does hereby certify that the attached instrument is a true and correct copy of the original on file and of record in my office.

Dated this 12 day of November 2021
LYNAE K.E. OLSON, Court Administrator
By Julia Peterson Deputy
File No. CV-11-677



Doc No **A04531853**

Certified, filed and/or recorded on
Nov 12, 2014 4:16 PM

Office of the County Recorder
Ramsey County, Minnesota
Susan R Roth, County Recorder
Mark E Oswald, County Auditor and Treasurer

Deputy 707

Pkg ID 1037287C

Document Recording Fee Abstract	\$46.00
<i>Document Total</i>	\$46.00

555469
386927
AFT

FINAL CERTIFICATE

CONDEMNATION

IN DISTRICT COURT

STATE OF MINNESOTA

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT
Court File No. 62-CV-11-677

State of Minnesota, by its Commissioner of Transportation,

Petitioner,

vs.

Hellervik LLC, U.S. Bank National Association, successor in interest by corporate merger, consolidation, amendment, or conversion to First Bank National Association, Capital City Ventures, LLC, City of St. Paul, Premier Parking I, LLC, doing business as Premier Parking, Zehring/Tiz-Kin Partnership, County of Ramsey, The Church of Saint Louis of Saint Paul, Minnesota, Church of Saint Louis, King of France, McNally Smith College, Inc., Bremer Bank, National Association, United States of America Small Business Administration, The History Theatre, Inc., LIT-MIDWAY, L.L.C., formerly known as CH-MIDWAY, L.L.C., an inactive Delaware limited liability company, Wells Fargo Bank, National Association, successor in interest by corporate merger, consolidation, amendment, or conversion to Wells Fargo Bank Minnesota, National Association, as trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2003-C1, Superior Iron, Inc., Northwest Packaging, Inc., Wirtz Beverage Minnesota Beer, Inc., Viet - Trade - U.S.A. Co. Ltd., doing business as Tracks Bar & Grill, EM - TY Corporation, doing business as Days Inn Midway, Consolidated Enterprises, Inc., doing business as Griggs, Cooper & Co. and as Wirtz Beverage Minnesota Wine and Spirits, Inc., Communication Mailing Services Inc., Hubbard Broadcasting, Inc., formerly known as KSTP, Inc., 2356 University Avenue Limited Partnership, Associated Bank, National Association, successor in interest by corporate merger, consolidation, amendment, or conversion to Associated Commercial Mortgage, Inc., also all other persons unknown claiming any right, title, estate, interest or lien in the real estate described in the Petition herein,

Respondents.

IN THE MATTER OF THE CONDEMNATION OF
CERTAIN LANDS FOR TRUNK HIGHWAY PURPOSES

FINAL CERTIFICATE

By authority of §117.205 Minnesota Statutes, I hereby certify that the lands or rights herein described have been taken by the State of Minnesota in eminent domain proceeding for transportation purposes in conformity with the requirements of Chapter 117 of said statutes; that commissioners were duly appointed by the court to ascertain and report the amount of damages sustained by the several owners on account of such taking; that said commissioners qualified and made and filed their report of such damages; that the time for appeal from the awards in said report has expired; that appeals, if taken, have been disposed of; that all damages have been paid by the State of Minnesota; that said proceedings are now complete; and that said State now owns said lands in fee simple absolute, and, as to Parcel 11L, an easement in the lands herein described, together with the following rights: has acquired all trees, shrubs, grass and herbage within the right of way herein to be taken, and has the exclusive control of the same; has acquired an easement in perpetuity for access purposes those cases which are herein particularly mentioned; and has acquired a temporary easement in those cases which are herein particularly mentioned.

A stipulation filed with the Court Administrator as to Parcel 11L substituted the description appearing herein for that set out in the petition.

With reference to all parcels, the award assumed that the property was free of all pollutants, contaminants, and hazardous wastes. The commission had not assessed any damage for the presence of pollutants, contaminants, and hazardous wastes on the subject property. The award was made with the express understanding that the petitioner, State of Minnesota, has reserved all rights to recover damages, testing cost, and clean-up costs attributable to the existence of pollutants, contaminants, or hazardous wastes on the property from the respondent in a separate legal action. The commission had not considered the impact of pollutants, contaminants, and hazardous wastes

on the fair market value of the subject property either before or after the taking in its assessment of damages.

Parcels 11K and 5S were dismissed from the original proceedings.

Said lands are situated in Ramsey County, Minnesota, and are described as follows:

FEE ACQUISITION

Parcel 5B C.S. 6200 (XXX) CCR

S.P. 9902-01

All of Tracts A, B and C described below:

- Tract A. The east half of Lot 9 and all of Lots 10, 11 and 12, Block 19, 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;
- Tract B. The westerly half of Lot 9, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 555469;
- Tract C. Those parts of Lots 1 and 2, Block 19, 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, which lie southeasterly of the following described line: Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said Lot 2 and there terminating; the title thereto being registered as evidenced by Certificate of Title No. 555469.

Parcel 5R C.S. 6200 (XXX) CCR

S.P. 9902-01

The right to use the following described strips for transportation purposes, which right shall cease on December 1, 2014, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for transportation purposes:

Tract A. Lot 5, Block 1, Central Place, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

A strip being that part of the southwesterly 85.5 feet of Tract A hereinbefore described which lies southeasterly of a line run northeasterly at a right angle from the following described line at its point of termination: From the intersection of the northerly line of 7th Street East and the easterly line of Cedar Street, run northerly along said easterly line of Cedar Street for 490.1 feet and there terminating;

A strip being the northwesterly 1 foot of the southwesterly 50 feet of Tract A hereinbefore described;

A strip being that part of the southwesterly 1.5 feet of Tract A hereinbefore described which lies between two lines run northeasterly at right angles from the point of beginning and from the point of termination of the following described line: From the most westerly corner of said Tract A, run southeasterly along the southwesterly line thereof for 22 feet to the point of beginning of the line to be described; thence continue on the last described course for 11 feet and there terminating;

A strip being that part of the southwesterly 1 foot of Tract A hereinbefore described which lies between two lines run northeasterly at right angles from the point of beginning and from the point of termination of the following described line: From the most westerly corner of said Tract A, run southeasterly along the southwesterly line thereof for 54 feet to the point of beginning of the line to be described; thence continue on the last described course for 10 feet and there terminating;

excepting therefrom the existing retaining wall and stairs situate thereon.

FEE ACQUISITION

Parcel 10S C.S. 6200 (XXX) CCR

S.P. 9902-01

That part of Tract A described below:

Tract A. Lot 1, Block 1, Kosy's Corners, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies between two lines run parallel with and distant 29 feet and 64 feet southwesterly of Line 1 described below and its southeasterly extension:

Line 1. From the most southerly corner of Lot 2, said Block 1, run northwesterly along the southwesterly line thereof for 53 feet and there terminating;

together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described which lies within a distance of 3 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 354.84 feet and there terminating;

also together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described, adjoining and southwesterly of the second above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 20.84 feet to the point of beginning of the line to be described; thence continue on the last described course for 334 feet and there terminating;

also together with an easement in perpetuity for access purposes over that part of Tract A hereinbefore described, adjoining and northerly of the first above described strip, which lies southeasterly of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at a right angle for 29 feet and there terminating;

also a right to use the following described strips for transportation purposes, which right shall cease on December 1, 2014, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for transportation purposes:

A strip being that part of Tract A hereinbefore described, adjoining and southwesterly and northwesterly of the first above described strip, and adjoining and northwesterly of the fourth above described strip, which lies within a distance of 69 feet southwesterly (measured at right angles) of the following described line and its southeasterly extension: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 to its point of termination; thence continue on the last described course for 5 feet and there terminating;

A strip being that part of Tract A hereinbefore described, adjoining and southeasterly of the second above described strip and adjoining and southerly of the third above described strip, which lies within a distance of 24 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 414.84 feet and there terminating;

A strip being that part of Tract A hereinbefore described, adjoining and southwesterly of the last above described strip, which lies within a distance of 40 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 145.34 feet and there terminating;

A strip being that part of Tract A hereinbefore described which lies within a distance of 5 feet southwesterly (measured at right angles) of Line 2 described below:

Line 2. From the northeasterly corner of Lot 2, said Block 1, run northwesterly along the northeasterly lines of said Lot 2 and of said Lot 1 for 304.5 feet and there terminating;

A strip being that part of Tract A hereinbefore described, adjoining and southwesterly of the last above described strip, which lies within a distance of 11 feet southwesterly (measured at right angles) of the following described line: From a point on Line 2 described above, distant 20.5 feet southeasterly of its point of termination, run southeasterly along said Line 2 for 15.5 feet and there terminating;

excepting therefrom the existing building and stairs situate thereon.

DESCRIPTION FOR FINAL CERTIFICATE

EASEMENT ACQUISITION

Parcel 11L C.S. 6200 (XXX) CCR

S.P. 9902-01

That part of Tract A described below:

Tract A. Lot 73, Hewitt's Out Lots 1st and 2nd Division, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 386927;

which lies northwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 11 feet southerly of the most northerly corner thereof, run northeasterly to a point on the northeasterly line of said Tract A, distant 10.5 feet southeasterly of said corner;

also a right to use the following described strip for transportation purposes, which right shall cease on December 1, 2014, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for transportation purposes:

A strip being that part of Tract A hereinbefore described, adjoining and southeasterly of the above described strip, which lies northwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 34 feet southerly of the most northerly corner thereof, run northeasterly to a point on the northeasterly line of said Tract A, distant 36 feet southeasterly of said corner, excepting therefrom the existing stairs and building situate thereon.

Dated at Saint Paul, Minnesota, this 5th day of November, 2014.



DONALD D. GOEDKEN
Attorney at Law
Attorney Registration No. 0035609

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
395 John Ireland Boulevard
Mail Stop 632
St. Paul, MN 55155
Fax No.: 651-366-3450
Phone: 651-366-3441

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit, M.S. 632
St. Paul, Minnesota 55155
100391



LYNAE K.E. OLSON, Court Administrator, Ramsey County, State of Minnesota, does hereby certify that the attached instrument is a true and correct copy of the original on file and of record in my office.

Dated this 12 day of November 2021
LYNAE K.E. OLSON, Court Administrator
By Julia Prosser Deputy
File No. CW-11-677



Doc No **T02609229**

Certified, filed and/or recorded on
Feb 27, 2018 3:12 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Susan R Roth, Registrar of Titles
Christopher A. Samuel, County Auditor and Treasurer

Deputy 708

Pkg ID 1234844E

Document Recording Fee Torrens	\$46.00
<i>Document Total</i>	\$46.00

Existing Certs

555469

CCLRT Parcel 5B, 7A, and 10S

DECLARATION

THIS DECLARATION ("Declaration") is made this 26th day of January 2018, by Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Declarant") stating that it has a fee simple interest in the real property legally described in **Exhibit A** attached (cumulatively referred to as the "Restricted Property"):

And as owner of such interest, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

The Restricted Property is Counties Transit Improvement Board ("CTIB") financed property and is subject to all of the terms, conditions, provisions and limitations contained in those certain Grant Agreements between Declarant and the CTIB:

CTIB Contract No. 1-2011-01,
CTIB Contract No. 1-2010-04,
CTIB Contract No. 1-2009-06,

and to the encumbrance created and requirements imposed by said Grant Agreements between the Declarant and the CTIB, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it except in compliance with the terms of the Grant Agreements or with the written approval of the CTIB, which approval must be evidenced by a written statement signed by the CTIB attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released there from by way of a written release in recordable form signed by CTIB, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the CTIB. Declarant will file an executed copy of this Declaration with

the Ramsey County Registrar's Office, with the filing cost borne by the Declarant. This Declaration will be unlimited in duration without being re-recorded.

DECLARANT

METROPOLITAN COUNCIL


By: 

Its: Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 26th day of January 2018, by Weston W. Kooistra, Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

EXHIBIT A

Real property in Ramsey County, Minnesota, legally described as follows:

Parcel 5B

All of Tracts A, B and C described below:

- Tract A. The east half of Lot 9 and all of Lots 10, 11, and 12, Block 19, 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;
- Tract B. The westerly half of Lot 9, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 555469;
- Tract C. Those parts of Lots 1 and 2, Block 19, 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, which lie southeasterly of the following described line: Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said Lot 2 and there terminating; the title hereto being registered as evidenced by Certificate of Title No. 555469.

Parcel 7A

The westerly 22 feet of the northerly 30 feet of Tract A described below:

Tract A. Lots 4, 5, 6, 8, 9, 10 and 11, and the north 110 feet of Lot 7, except the north 20 feet of said lots, Auditor's Subdivision No. 6, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described to University Avenue.

Parcel 10S

All of Tract A described below:

Tract A. Lot 1, Block 1, Kosy's Corners, according to the plat thereof on file and of record in the office on the County Recorder in and for Ramsey County, Minnesota;

Which lies between two lines run parallel with and distant 29 feet and 64 feet southwesterly of Line 1 described below and its southeasterly extension:

Line 1. From the most southerly corner of Lot 2, said Block 1, run northwesterly along the southwesterly line thereof for 53 feet and there terminating;

together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described which lies within a distance of 3 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 354.84 feet and there terminating;

also together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described, adjoining and southwesterly of the second above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 20.84 feet to the point of beginning of the line to be described; thence continue on the last described course for 334 feet and there terminating;

also together with an easement in perpetuity for access purposes over that part of Tract A hereinbefore described, adjoining and northerly of the first above described strip, which lies southeasterly of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at a right angle for 29 feet and there terminating.



Doc No **A04702295**

Certified, filed and/or recorded on
Mar 19, 2018 9:58 AM

Office of the County Recorder
Ramsey County, Minnesota

Susan R Roth, County Recorder

Christopher A. Samuel, County Auditor and Treasurer

Deputy 304

Pkg ID 1237431E

Document Recording Fee Abstract	\$46.00
---------------------------------	---------

<i>Document Total</i>	\$46.00
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CCLRT Parcel 5B, 7A, and 10S

DECLARATION

THIS DECLARATION ("Declaration") is made this 26th day of January 2018, by Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Declarant") stating that it has a fee simple interest in the real property legally described in **Exhibit A** attached (cumulatively referred to as the "Restricted Property"):

And as owner of such interest, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

The Restricted Property is Counties Transit Improvement Board ("CTIB") financed property and is subject to all of the terms, conditions, provisions and limitations contained in those certain Grant Agreements between Declarant and the CTIB:

CTIB Contract No. 1-2011-01,
CTIB Contract No. 1-2010-04,
CTIB Contract No. 1-2009-06,

and to the encumbrance created and requirements imposed by said Grant Agreements between the Declarant and the CTIB, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it except in compliance with the terms of the Grant Agreements or with the written approval of the CTIB, which approval must be evidenced by a written statement signed by the CTIB attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released there from by way of a written release in recordable form signed by CTIB, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the CTIB. Declarant will file an executed copy of this Declaration with

the Ramsey County Registrar's Office, with the filing cost borne by the Declarant. This Declaration will be unlimited in duration without being re-recorded.

DECLARANT

METROPOLITAN COUNCIL

By:

Its: Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 26th day of January 2018, by Weston W. Kooistra, Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

EXHIBIT A

Real property in Ramsey County, Minnesota, legally described as follows:

Parcel 5B

All of Tracts A, B and C described below:

- Tract A. The east half of Lot 9 and all of Lots 10, 11, and 12, Block 19, 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;
- Tract B. The westerly half of Lot 9, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 555469;
- Tract C. Those parts of Lots 1 and 2, Block 19, 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, which lie southeasterly of the following described line: Commencing at the most northerly corner of said Lot 1; thence southeasterly along the northerly line of said Lot 1, 95.80 feet to the point of beginning of the line to be described; thence southwesterly to a point on the southwesterly line of said Lot 2, 96.54 feet southeasterly of the most westerly corner of said Lot 2 and there terminating; the title hereto being registered as evidenced by Certificate of Title No. 555469.

Parcel 7A

The westerly 22 feet of the northerly 30 feet of Tract A described below:

Tract A. Lots 4, 5, 6, 8, 9, 10 and 11, and the north 110 feet of Lot 7, except the north 20 feet of said lots, Auditor's Subdivision No. 6, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described to University Avenue.

Parcel 10S

All of Tract A described below:

Tract A. Lot 1, Block 1, Kosy's Corners, according to the plat thereof on file and of record in the office on the County Recorder in and for Ramsey County, Minnesota;

Which lies between two lines run parallel with and distant 29 feet and 64 feet southwesterly of Line 1 described below and its southeasterly extension:

Line 1. From the most southerly corner of Lot 2, said Block 1, run northwesterly along the southwesterly line thereof for 53 feet and there terminating;

together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described which lies within a distance of 3 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 354.84 feet and there terminating;

also together with an easement in perpetuity for transportation purposes over that part of Tract A hereinbefore described, adjoining and southwesterly of the second above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the most northerly corner of said Lot 1, run southeasterly along the northeasterly line thereof for 20.84 feet to the point of beginning of the line to be described; thence continue on the last described course for 334 feet and there terminating;

also together with an easement in perpetuity for access purposes over that part of Tract A hereinbefore described, adjoining and northerly of the first above described strip, which lies southeasterly of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at a right angle for 29 feet and there terminating.

CITY OF SAINT PAUL

CAPITAL OF MINNESOTA

Register of Deeds Office
Washington Co. Minn. 1859
5 blocks on 1/2 the area of plat of
town of St. Paul to be a true and correct copy
of said plat as recorded in Book 1 of
town plats in this office
John S. Porter
Register of Deeds

Note: St. Peter, Wabasha, Cedar, Minnesota, Sibley, Waukuta,
4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th,
16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th,
25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd,
34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd,
43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, whose
dimensions are not indicated on the plat are 50 feet.

City of St. Paul
County of St. Louis

On the 25th day of January 1859
personally appeared before me the undersigned
owner of lots in the town of St. Paul and ac-
knowledged the annex to be a true list of the
lots proposed according to the survey made
by J. D. Brunson.

David Lambert
Justice of the Peace

John W. Roberts
Justice of the Peace

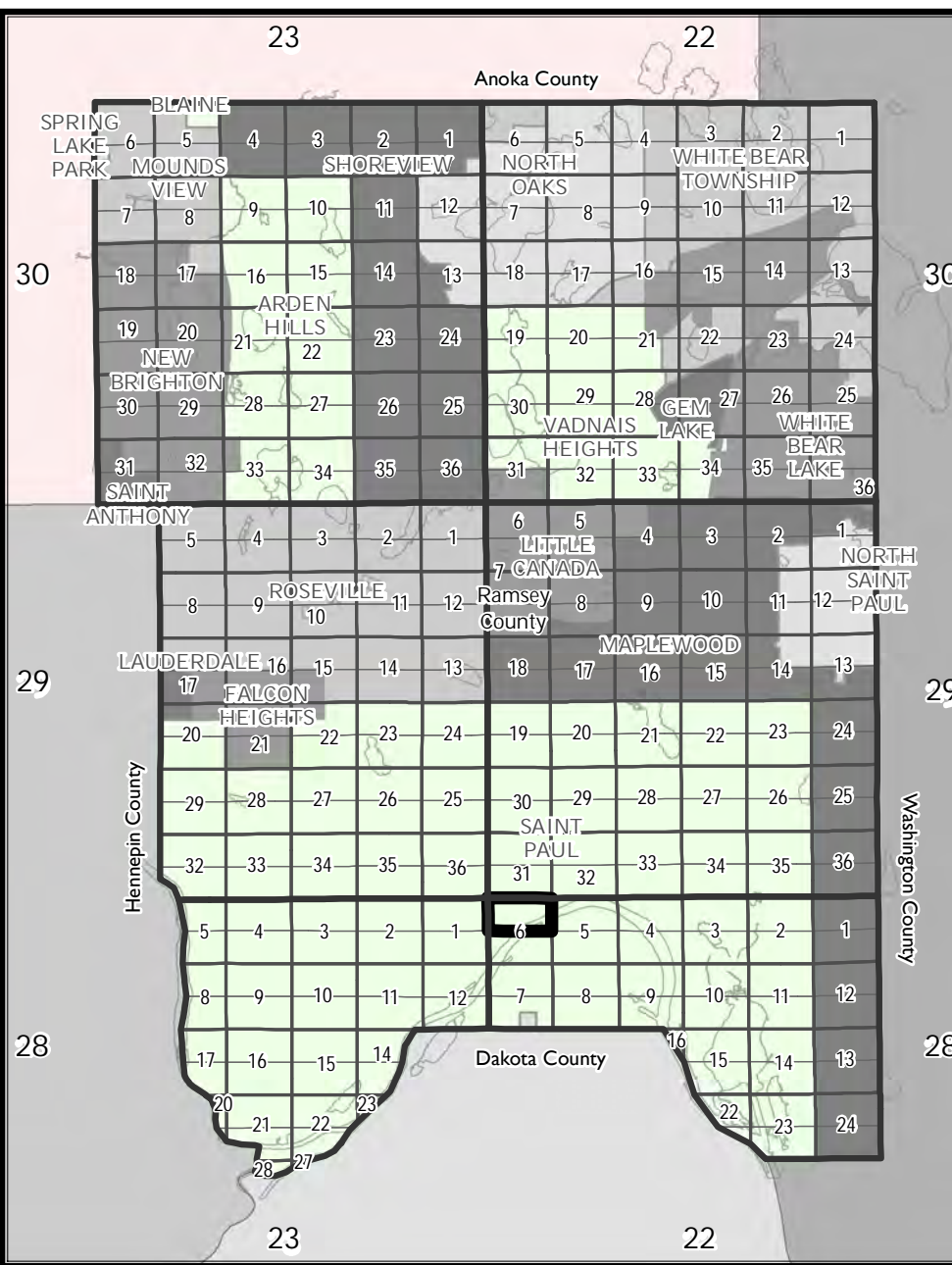
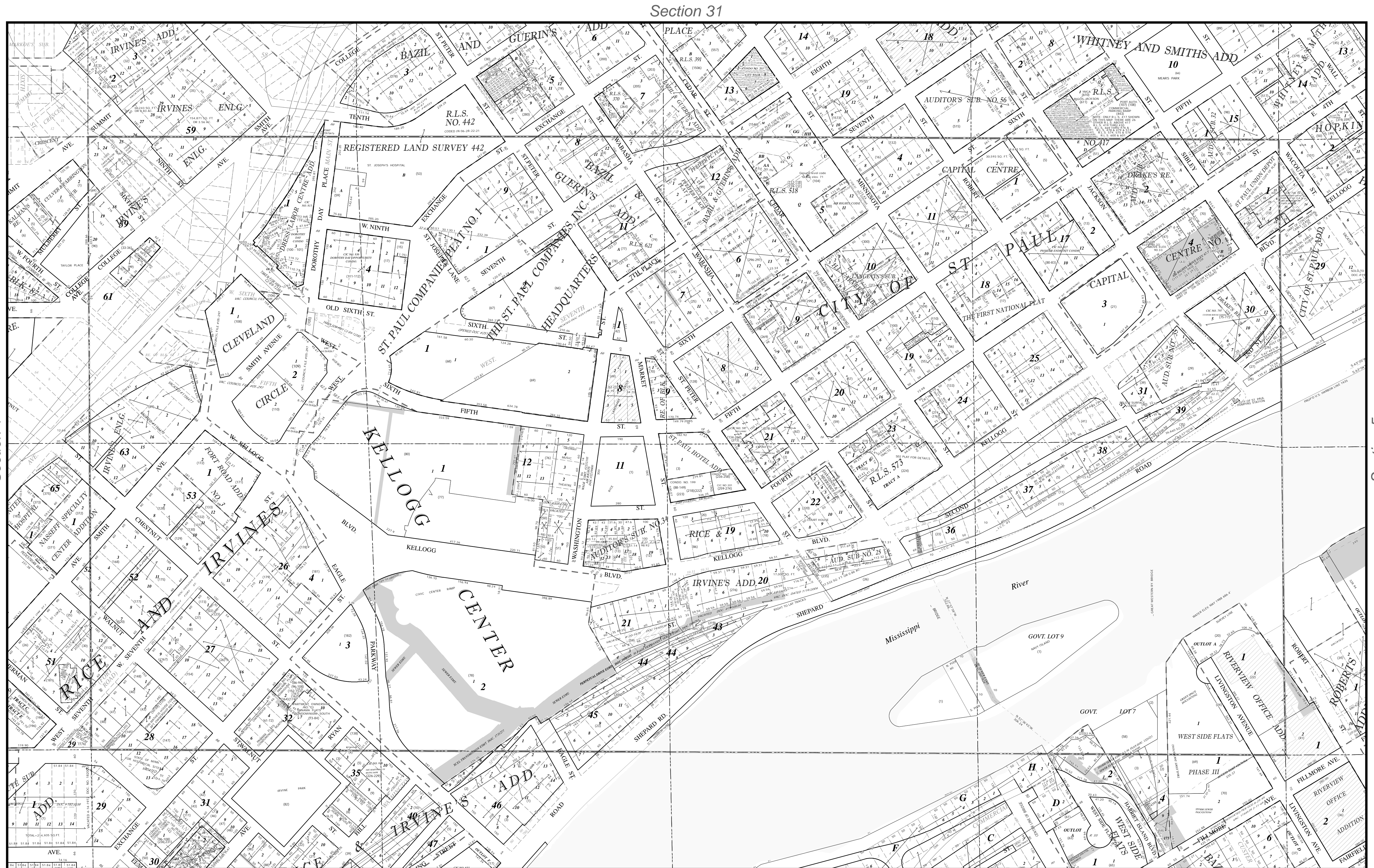
- John W. Roberts*
- David Lambert*
- John W. Brunson*
- Chas. L. Loomis*
- Henry H. Sibley*
- J. W. Ross by Alexander his atty.*
- Ans. L. Loomis*
- W. Henry Jones*
- J. W. Simpson*
- A. G. Rhodes*
- L. H. La Roche*
- J. B. Cole*
- Wm. G. Green*



Ramsey County, MN Tax Parcel Map

N 06-28-22

N. 1/2
Sec. 6
T. 28 N
R. 22 W
 4th Principal Meridian



The information on this map is a compilation of Ramsey County Records. THE COUNTY DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THIS DATA. The County disclaims any liability for any injuries, time delays, or expenses you may suffer if you rely in any manner on the accuracy of this data.

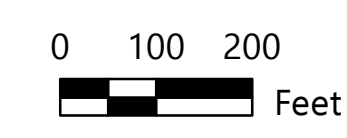
Produced by Ramsey County Assessor's Office
 11/30/2020
 651-266-2000
 AskPropertyTaxandRecords@co.ramsey.mn.us

RAMSEY COUNTY
 Working with you to enhance our quality of life

Legend			

Section 6

1" = 200'
 1:2,400



N 06-28-22

Pay Property Tax

Pay Property Taxes

Online payment service is provided by CORE Business Technologies.
You can pay by check, credit card or debit card.
CORE Business Technologies charges a service fee which is applied directly to your payment.
- E-check: \$1 per transaction
- Credit card or debit card: 2.49% per transaction

For payment history, please see [Tax Transaction History](#)

Summary View

Parcel ID 062822120110
Parcel Status Active
Property Address 0 MINNESOTA ST
ST PAUL MN 55101
Sec/Twp/Rng 06/28/22
Brief Tax Description CITY OF ST. PAUL SUBJ TO ALLEY; THE NWLY 20 FT OF LOTS 11 & 12 BLK ...OF NW COR OF SD LOT 2 BLK 19
(Note: Not to be used on legal documents)
Parcel Area 0.1798
Parcel Width 0 Feet
Parcel Depth 0 Feet
(Note: Width and Depth represent buildable area of lot in the case of irregularly shaped lots)
Tax Classification 5E STATE PROPERTY;
Homestead Status Non homestead
Roll Type Real Property
Municipality ST PAUL
District Code 0151
For homestead vs non-homestead tax calc - use District code above - [click here](#)
School District ISD #625
Watershed CAPITOL REGION W/S
TIF District 0282-0 STP MN EVENTS DIST; 0282-0
Land Use Code 641 EXEMPT, VACANT LAND

* The Tax Classification is the Assessor Office's determination of the use of the property and is not the same as the property's zoning.

* Please contact the zoning authority for information regarding zoning.

* To determine whether your property is Abstract or Torrens, call 651-266-2050

Taxpayers

Please refer to disclaimer at bottom of this page

Type	Name	Address
Owner	Metropolitan Council	560 6th Ave N Minneapolis MN 55411-4398

Tax Summary

For payment history, please see [Tax Transaction History](#)

	2024 Payable	2023 Payable	2022 Payable	2021 Payable	2020 Payable
Estimated Market Value	\$430,800	\$430,800	\$430,800	\$430,800	\$430,800
Taxable Market Value	\$0	\$0	\$0	\$0	\$0
Net Tax Amount					
+ Special Assessments					
= Total Taxes					
+ Penalty					
+ Interest					
+ Fees					
- Amount Paid					
= Outstanding Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

State of Minnesota

The Property Tax Refund Program is administered by the State of Minnesota. For information regarding the program, please call 651-296-3781.

[Form M1PR\(Property Tax Refund\)](#)

No data available for the following modules: Multi-Parcel Link, Current Tax Year, Delinquent Taxes, Special Assessments, Tax Transaction History, Sales, Statements and Notices, Photos.

The information in this web site represents current data from a working file which is updated daily (see Last Data Upload at bottom of page for the timing of the last update). Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 3/15/2024, 8:12:46 AM](#)

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Developed by
 **Schneider**
GEOSPATIAL

Pay Property Tax

Pay Property Taxes

Online payment service is provided by CORE Business Technologies.
 You can pay by check, credit card or debit card.
 CORE Business Technologies charges a service fee which is applied directly to your payment.
 - E-check: \$1 per transaction
 - Credit card or debit card: 2.49% per transaction

For payment history, please see [Tax Transaction History](#)

Summary View

Parcel ID 062822120056
Parcel Status Active
Property Address 335 MINNESOTA ST
 ST PAUL MN 55101-1105
Sec/Twp/Rng 06/28/22
Brief Tax Description CITY OF ST. PAUL EX FOL BEG AT SW CORNER OF LOT 11 TH NELY 1 42/100 ...LOTS 11 AND LOT 12 BLK 19
 (Note: Not to be used on legal documents)
Parcel Area 0.2497
Parcel Width 0 Feet
Parcel Depth 0 Feet
 (Note: Width and Depth represent buildable area of lot in the case of irregularly shaped lots)
Tax Classification 5E STATE PROPERTY;
Homestead Status Non homestead
Roll Type Real Property
Municipality ST PAUL
District Code 0151
 For homestead vs non-homestead tax calc - use District code above - [click here](#)
School District ISD #625
Watershed CAPITOL REGION W/S
TIF District 0282-0 STP MN EVENTS DIST; 0282-0
Land Use Code 641 EXEMPT, VACANT LAND

* The Tax Classification is the Assessor Office's determination of the use of the property and is not the same as the property's zoning.
 * Please contact the zoning authority for information regarding zoning.
 * To determine whether your property is Abstract or Torrens, call 651-266-2050

Taxpayers

Please refer to disclaimer at bottom of this page

Type	Name	Address
Owner	Metropolitan Council	560 6th Ave N Minneapolis MN 55411-4398

Tax Summary

For payment history, please see [Tax Transaction History](#)

	2024 Payable	2023 Payable	2022 Payable	2021 Payable	2020 Payable
Estimated Market Value	\$598,200	\$598,200	\$598,200	\$598,200	\$598,200
Taxable Market Value	\$0	\$0	\$0	\$0	\$0
Net Tax Amount					
+ Special Assessments					
= Total Taxes					
+ Penalty					
+ Interest					
+ Fees					
- Amount Paid					
= Outstanding Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Sales

Date	eCRV #	Sale Price	State Study Recommendation	State Study Reject Reason	Cnty Study Rec
1/1/1992	-	\$125,700	Y		Y

State of Minnesota

The Property Tax Refund Program is administered by the State of Minnesota. For information regarding the program, please call 651-296-3781.

[Form M1PR\(Property Tax Refund\)](#)

No data available for the following modules: Multi-Parcel Link, Current Tax Year, Delinquent Taxes, Special Assessments, Tax Transaction History, Statements and Notices, Photos.

The information in this web site represents current data from a working file which is updated daily (see Last Data Upload at bottom of page for the timing of the last update). Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 3/22/2024, 7:37:53 AM](#)

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Developed by
 **Schneider**
GEOSPATIAL

METROPOLITAN COUNCIL

Condition of Title

(for internal use only)

P.I.N. 06-28-22-12-0100

PARCEL NO. C
360 Cedar St
Saint Paul

COUNTY OF Ramsey

PROJECT NO. TOD 56901
Central Station Block

Title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Treasurer, and as shown by said records the title to the following described tract:

Lot 3, Block 19, St. Paul Proper;
The Northerly 125 feet of Lots 5 and 6, Block 19, St. Paul Proper;
Lot 4, Block 19, St. Paul Proper

Torrens Property, Certificate of Title 592126

in the following named persons, or entity:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document & Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>
Metropolitan Council	Fee	D: 10/2/2012 R: 11/8/2012	T2191211 Certificate of Title 592126

SUBJECT ONLY TO THE FOLLOWING:

1. Rights acquired by the City of Saint Paul for alley purposes in Block 19, as shown and delineated in Book L of Plans on Page 10, as to Lots 3 and 4, Block 19.
2. Reservation by the State of Minnesota of all minerals and mineral rights as to the Northerly 125 feet of Lots 5 and 6, Block 19.
3. Grant of Easement dated 6/26/1981 and recorded 7/9/1981 as Document A2120427, from Saint Paul Athletic Club to the City of Saint Paul, a public easement for a Skyway Bridge and Pedestrian Concourse System.
 - Resolution of the City of Saint Paul dated 4/30/1982 and recorded 5/10/1982 as Document A2145296 accepting agreement between Economics Laboratory, Inc. and The Minnesota Mutual Life Insurance Company assigning all skyway rights, duties and responsibilities to Economics Laboratory, Inc.

*Note: Documents were only recorded in Abstract and are not memorialized on the Certificate of Title.

4. Grant of Easement dated 4/30/1981 and recorded 7/24/1981 as Document A2121751, from Midwest Federal Savings and Loan Association of Minneapolis to the City of Saint Paul, a pedestrian easement for the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public.
 - Resolution of the City of Saint Paul dated 8/17/1981 and recorded 8/25/1981 as Document A2124645 accepting agreement between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the Midwest Federal Savings and Loan Association of Minneapolis regarding the skyway.

*Note: Documents were only recorded in Abstract and are not memorialized on the Certificate of Title.

5. Declaration dated 6/10/2013 and recorded 6/10/2013 as Document T2212578 made by the Metropolitan Council regarding CTIB financed property.

TAX INFORMATION:

Taxes for the year 2024:

- Parcel is Exempt.
- There are no delinquent taxes.

NAME SEARCH INFORMATION:

The following names were searched as to federal and state tax liens, bankruptcy and unsatisfied judgments within the county and state of this condition of title:

N/A

<u>Last Document Reviewed</u>	<u>Posted Effective Date</u>	<u>By</u>
T 2212578	3/12/2024	Julie Scanlon 3/22/2024

This condition of title is not a title examination, title opinion, title insurance commitment or title insurance policy. It is furnished for informational purposes only.

Certificate of Title

Certificate Number: **592126**

Created by Document Number: **2191211**

Transfer From Certificate Number: **582795**

Originally registered November 17, 1947. Book 292, Page 204, District Court No: 5505
Also originally registered June 12, 1957. Book 395, Page 19, District Court No: 8988
Also originally registered January 29, 1958. Book 402, Page 67, District Court No: 9150

State of Minnesota } S.S. REGISTRATION
County of Ramsey }

This is to certify that

Metropolitan Council, whose address is 390 Robert Street North, Saint Paul, Minnesota, 55101
is now the owner of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota,

Lot 3, Block 19, St. Paul Proper;
The Northerly 125 feet of Lots 5 and 6, Block 19, St. Paul Proper;
Lot 4, Block 19, St. Paul Proper.

The rights acquired by the City of Saint Paul, for alley purposes, in Block 19, as shown and delineated in Book L of Plans on Page 10.
Covers Lots 3 & 4, Block 19.

Subject to a reservation by the State of Minnesota of all minerals and mineral rights. Covers the Northerly 125 feet of Lots 5 and 6, Block 19.

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws of the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. Such right of appeal or right to appear and contest the application as is allowed by law;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
2061981	Agreement	Jan 28, 2009 3:00 PM		Joint Ownership Agreement between 360 Cedar Street, LLC, 360 Cedar Street-NFLP, LLC and 360 Cedar Street-RG22, LLC.
2212578	Declaration	Jun 10, 2013 8:00 AM		Creates covenants, conditions and restrictions. See document.

Indexes Verified through **3/12/2024**



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 8th day of November, 2012.

Mark E Oswald
Registrar of Titles,

In and for the County of Ramsey and State of Minnesota.



Ramsey County

Property Records and Revenue

Committed to exceptional service

Abstract, Title and Ownership

Document # 2191211
Recorded 11/08/2012 1000
Registrar of Titles, Ramsey County, MN
No Delinquent Taxes & Transfer Entered 11/08/2012
Deed Tax Paid 11/08/2012
Certificate # 552075, 556048, 132908, 188590, 372418,
523492, 582795, 540589, 587725, 587964, 592126,
592127
4.2.3 746536BB

Document # 4367547
Recorded 11/08/2012 1000
County Recorder, Ramsey County, MN
No Delinquent Taxes & Transfer Entered 11/08/2012
Deed Tax Paid 11/08/2012
4.2.3 746536BB

A+T.

Issue 2

- 582795 - Transfer -
- 540589 - covers Lot 4 - memorial
- 587964 - Transfer
- 372418 - Lot 7 - memorial
- 587725 - memorial
- 523492 - memorial
- 556048 - memorial
- 552075 - memorial
- 132908 - memorial
- 188590 - Lots 7+10 - memorial

QUITCLAIM DEED

Agreement No. 90965
 C.S. 6200 (XXX) CCR
 Parcels 5D, 5Q, 7, 7D, 7E,
 7G, 7H, 9K, 9N, 9P, 9R, 10B,
 10K 10N, 10R, 10T, 10V, 11A,
 11B, 11E, 11J, and 11K
 County of Ramsey
 REALMS No. 2012-0010

The State of Minnesota having heretofore acquired the real estate hereinafter described, and the Commissioner of Transportation of said State having determined that the same is no longer needed;

Now, therefore, upon said determination and pursuant to Minnesota Statutes Section 174.35 and Section 473.405, the State of Minnesota, by Thomas K. Sorel, its Commissioner of Transportation, Grantor, for a valuable consideration, does hereby release, quitclaim and convey to Metropolitan Council, a public corporation and political subdivision of the state of Minnesota, Grantee, all its interest in and to the real estate in Ramsey County, Minnesota, described as follows:

The sale price or other consideration for this property was \$500.00 or less.

Parcel 5D C.S. 6200 (XXX) CCR (FEE)

All of Tract A described below:

T 582795 Tract A. Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, 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; the title thereto being registered.

Parcel 5Q C.S. 6200 (XXX) CCR (EASEMENT)

All right of access, being the right of ingress to and egress from Tract A described below to Cedar Street:

A Tract A. Lot 4, Block 1, Central Place, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, excepting therefrom that part thereof lying south of the north line of the following described property: A part of Lot 9, Block 12, Robert and Randall's Addition to Saint Paul, particularly described as follows: Beginning at the point of intersection of the northerly line of the original Hayden's Acre and the present easterly line of Cedar Street; thence northwesterly along the easterly line of Cedar Street for 8.99 feet; thence northeasterly for 110.89 feet to an intersection with the northerly line of the original Hayden's Acre; thence southwesterly along said northerly line for 111.25 feet to the point of beginning;

along the following described line: Beginning at the most westerly corner of said Tract A; thence southeasterly along the southwesterly line thereof for 18 feet and there terminating.

Parcel 7 C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

T Tract A. Lot 4, Block 1, Brand's Capitol Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered;

T
540589

which lies southeasterly of Line 1 described below:

Line 1. Beginning at a point on the southerly line of said Lot 4, Block 1, distant 4 feet west of the southeast corner thereof; thence northeasterly to a point on the easterly line of said Lot 4, Block 1, distant 7 feet north of said southeast corner, and there terminating.

Parcel 7D C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. Lot 1, except the easterly 48 feet thereof, and Lot 2, Block 29, Robertson and Van Etten's Addition to Saint Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; excepting therefrom the south 20 feet thereof;

which lies southeasterly of Line 1 described below:

Line 1. Beginning at a point on the southerly line of Tract A hereinbefore described, distant 9 feet west of the southeast corner thereof; thence northeasterly to a point on the easterly line of said Tract A, distant 9 feet north of said southeast corner, and there terminating.

Parcel 7E C.S. 6200 (XXX) CCR (FEE)

All of Tracts A, B and C described below:

T Tract A. Lot 5, Block 3, Elfelt, Bernheimer & Arnold's Addition, except the East 30 feet, and the East 21 feet of the West 27.62 feet of Lot 5, Block 3, Chamber's Addition, except street; according to the plats thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered;

587964

A Tract B. That part of Lot 5, Block 3, Chamber's Addition, and Lot 5, Block 3, Elfelt, Bernheimer & Arnold's Addition, according to the plats thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, described as follows: Beginning at a point on the South side of University Avenue (as shown on said plat of Chamber's Addition), 231 feet West from the East line of said Chamber's Addition; thence South for 119 feet to the alley in Block 3, said Elfelt, Bernheimer & Arnold's Addition; thence East for 20 feet along the North line of said alley; thence North for 119 feet to said University Avenue; thence West on the Southerly line of said University Avenue to the point of beginning; except the North 20 feet thereof;

A Tract C. That part of Lots 4 and 5, Block 3, Chamber's Addition, and Lots 5 and 6, Block 3, Elfelt, Bernheimer & Arnold's Addition, according to the plats thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, described as follows: Beginning at a point on the South side of University Avenue (as shown on said plat of Chamber's Addition), 191 feet

West from the East line of said Chamber's Addition; thence South for 119 feet, more or less, to the alley; thence West along said alley for 20 feet; thence North and parallel with said East line for 119 feet, more or less, to said University Avenue; thence East along the South line of said University Avenue for 20 feet to the point of beginning; except the North 20 feet thereof;

A Tract D. That part of Lot 4, Block 3, Chamber's Addition, and Lot 6, Block 3, Elfelt, Bernheimer & Arnold's Addition, according to the plats thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, described as follows: Beginning at a point on the South side of University Avenue (as shown on said plat of Chamber's Addition), 171 feet West from the East side of said Chamber's Addition; thence South for 119 feet, more or less, to the alley; thence West along said alley for 20 feet; thence North and parallel with said East line for 119 feet, more or less, to said University Avenue; thence East along the South line of said University Avenue for 20 feet to the point of beginning; except the North 20 feet thereof;

together with that part of Tract D hereinbefore described which lies westerly of the following described line: Commencing at the northwest corner of Tract A hereinbefore described; thence easterly along the northerly lines of said Tract A, and of Tracts B and C hereinbefore described, and of said Tract D for 65.5 feet to the point of beginning of the line to be described; thence southerly at a right angle for 150 feet and there terminating.

Parcel 7G C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. Lots 1, 2 and 3, except the north 20 feet of said lots, Block 1, Elfelt, Bernheimer and Arnold's Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies northwesterly of the following described line: From the northwest corner of Tract A hereinbefore described, run southerly along the westerly line thereof for 2 feet, more or less, to a northerly face of the existing building situate thereon and the point of beginning of the line to be described; thence easterly along said northerly face for 11 feet, more or less, to an intersection with a westerly face of said building; thence northerly along said westerly face for 2 feet, more or less, to the northerly line of said Tract A and there terminating.

Parcel 7H C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. Lot 1, Block 1, Mackubin and Marshall's 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 north 20 feet thereof;

which lies northeasterly of Line 1 described below:

Line 1. Beginning at a point on the northerly line of Tract A hereinbefore described, distant 6 feet west of the northeast corner thereof; thence southeasterly to a point on the easterly line of said Tract A, distant 6 feet south of said northeast corner, and there terminating.

Parcel 9K C.S. 6200 (XXX) CCR (EASEMENT)

The northerly 2 feet of the westerly 20.5 feet of Tract A described below:

T Tract A. The North 96.84 feet of Lot 7, Block 3, Midway Industrial Division, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered;

together with that part of the northerly 9 feet of the westerly 0.5 foot of Tract A hereinbefore described, adjoining and southerly of the above described strip.

Parcel 9N C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

T
587725

Tract A. The North 260.00 feet of the West 169.02 feet of Lot 8, Kittsondale, being Auditor's Subdivision No. 27, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered; excepting therefrom that part lying within Hamline Avenue and that part lying within University Avenue as both are now located and established;

which lies northwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 7 feet southerly of the northwest corner thereof, run northeasterly to a point on the northerly line of said Tract A, distant 7 feet easterly of said corner.

Parcel 9P C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A

Tract A. Lots 16 and 17, Block 31, Syndicate No. 5 Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies southwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 6 feet northerly of the southwest corner thereof, run southeasterly to a point on the southerly line of said Tract A, distant 6 feet easterly of said southwest corner.

Parcel 9R C.S. 6200 (XXX) CCR (EASEMENT)

The easterly 2 feet of the northerly 15.5 feet of Tract A described below:

A

Tract A. That part of Lot 9, Kittsondale, being Auditor's Subdivision No. 27, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, lying within the following described tract: Commencing at the intersection of the east line of the west 31.00 feet and the south line of the north 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29 North, Range 23 West; thence South 00 degrees 12 minutes 03 seconds East along the east line of said west 31.00 feet for 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West for 1.42 feet to the east line of the west 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 00 degrees 12 minutes 03 seconds East along the east line of said west 30.00 feet for 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East for 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East for 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East for 329.43 feet; thence North 00 degrees 21 minutes 01 second West for 214.25 feet; thence North 89 degrees 38 minutes 59 seconds East for 25.00 feet; thence North 00 degrees 21 minutes 01 second West for 73.00 feet; thence North 28 degrees 32 minutes 10 seconds East for 33.12 feet; thence North 00 degrees 21 minutes 01 second West for 176.00 feet; thence North 89 degrees 38 minutes 59 seconds East for 24.00 feet; thence North 00 degrees 21 minutes 01 second West for 27.00 feet to the south line of the north 60.00 feet of said Northeast Quarter of the Southwest Quarter; thence North 89 degrees 38 minutes 59 seconds East along said south line for 435.11 feet to the point of beginning of the tract to be described; thence

continue North 89 degrees 38 minutes 59 seconds East for 117.98 feet to an intersection with the west line of the east 43.90 feet of said Northeast Quarter of the Southwest Quarter; thence South 00 degrees 16 minutes 02 seconds East along said west line for 330.00 feet; thence South 89 degrees 38 minutes 59 seconds West for 117.50 feet; thence North 00 degrees 21 minutes 01 second West for 330.00 feet to the point of beginning.

Parcel 10B C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

- Tract A. The west 270 feet of the north 260 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 29 North, Range 23 West, Ramsey County, Minnesota, excepting therefrom Snelling Avenue and University Avenue;

which lies northwesterly of Line 1 described below:

- Line 1. Beginning at a point on the west line of Tract A hereinbefore described, distant 12 feet south of the northwest corner thereof; thence northeasterly to a point on the north line of said Tract A, distant 11 feet east of the northwest corner thereof.

Parcel 10K C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

- 523492
Tract A. Lots 169 through 180, inclusive, Hinkel's 3rd Amendment to Union Park, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; excepting therefrom that part of said Lot 169 lying easterly of the following described line: Beginning at a point on and measured on the northerly line of said Lot 169, 13.4 feet northwesterly of the northeasterly corner of said Lot 169; thence southeasterly to a point 7 feet westerly of the easterly line of said Lot 169 and 8 feet southwesterly of the northerly line of said Lot 169; thence southerly along a straight line 7 feet westerly of and parallel to the easterly line of said Lot 169 to the south line of the north half of said alley vacated and adjoining and there terminating; together with that part of the east half of vacated Dewey Street, formerly Laura Avenue and Albion Avenue, lying northerly of the northwesterly extension of the northeasterly line of Lot 72, Union Park; the title thereto being registered;

which lies northeasterly of Line 1 described below:

- Line 1. Commencing at the northeasterly corner of Lot 170, said Hinkel's 3rd Amendment to Union Park; thence southerly on an azimuth of 199 degrees 28 minutes 20 seconds along the easterly line thereof for 4.14 feet; thence on an azimuth of 110 degrees 10 minutes 57 seconds for 4.29 feet, more or less, to a point on the most easterly northeasterly line of Tract A hereinbefore described and the point of beginning of Line 1 to be described; thence on an azimuth of 290 degrees 10 minutes 57 seconds for 19.86 feet; thence on an azimuth of 290 degrees 13 minutes 54 seconds for 18.00 feet; thence on an azimuth of 291 degrees 23 minutes 12 seconds for 31.24 feet; thence on an azimuth of 293 degrees 19 minutes 44 seconds for 27.96 feet; thence on an azimuth of 294 degrees 47 minutes 04 seconds for 55.99 feet; thence on an azimuth of 296 degrees 42 minutes 43 seconds for 42.15 feet; thence on an azimuth of 298 degrees 14 minutes 01 second for 41.86 feet; thence on an azimuth of 299 degrees 10 minutes 19 seconds for 59.80 feet; thence on an azimuth of 306 degrees 00 minutes 52 seconds for 11.20 feet, more or less, to the northeasterly line of said Tract A and there terminating.

Parcel 10N C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. That part of Lot 16, Merriam's Outlots, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, lying west of a line parallel to and distant 25.81 feet west of the east line of said Lot 16, except the north 10 feet thereof;

which lies westerly of a line run parallel with and distant 4 feet easterly of the westerly line of said Lot 16 and its southerly extension, and southerly of a line run parallel with and distant 18 feet northeasterly of the southwesterly line of said Lot 16 and its northwesterly extension.

Parcel 10R C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. Lot 1, Block 2, Transfer Road Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; and that part of the West Half of the Northwest Quarter of Section 33, Township 29 North, Range 23 West, Ramsey County, Minnesota, lying within the following described line: Beginning at the point of intersection of the northeasterly line of University Avenue and the southeasterly line of Transfer Road, said point also being the southwesterly corner of said Lot 1; thence South 60 degrees 57 minutes 31 seconds East along the northeasterly line of University Avenue, which line is also the southwesterly line of said Lot 1 and its southeasterly extension, for 512.87 feet; thence North 18 degrees 36 minutes 25 seconds East for 29.42 feet; thence on a tangential curve, concave to the southwest, having a radius of 343.6 feet and a delta angle of 79 degrees 35 minutes 15 seconds, for 477.28 feet; thence North 60 degrees 58 minutes 50 seconds West for 190.32 feet, more or less, to an intersection with the southeasterly line of Transfer Road; thence South 29 degrees 05 minutes 53 seconds West for 166.54 feet along the southeasterly line of Transfer Road, said line also being the westerly line and its northerly extension of the west line of said Lot 1; thence South 20 degrees 43 minutes 49 seconds West for 145.21 feet along the southeasterly line of said Transfer Road, said line also being the northwesterly line of said Lot 1, to the point of beginning;

which lies within a distance of 3 feet northeasterly (measured at right angles) of the following described line and its southeasterly extension: From the most westerly corner of Tract A hereinbefore described, run southeasterly along the southwesterly line thereof for 281 feet to the point of beginning of the line to be described; thence continue on the last described course to an intersection with the easterly line of said Tract A and there terminating;

together with that part of Tract A hereinbefore described, adjoining and northeasterly of the above described strip, which lies within a distance of 3 feet northeasterly (measured at right angles) of the following described line: From the most northerly corner of the above described strip, run southeasterly along the northeasterly line thereof for 203 feet and there terminating.

Parcel 10T C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. Lot 1, Block 1, Atlas Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies within a distance of 3 feet southwesterly (measured at right angles) of Line 1 described below and its southeasterly extension:

Line 1. From the most easterly corner of said Lot 1, run northwesterly along the northeasterly line thereof and its northwesterly extension for 500 feet and there terminating.

together with that part of Tract A hereinbefore described, adjoining and southwesterly of the above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 38.96 feet to the point of beginning of the line to be described; thence continue on the last described course for 229 feet and there terminating;

also together with that part of Tract A hereinbefore described, adjoining and southwesterly of the first above described strip and adjoining and northwesterly of the second above described strip, which lies within a distance of 5 feet southwesterly (measured at right angles) of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 267.96 feet to the point of beginning of the line to be described; thence continue on the last described course for 55 feet and there terminating;

also together with that part of Tract A hereinbefore described, adjoining and southwesterly of the first above described strip and adjoining and northwesterly of the third above described strip, which lies within a distance of 6 feet southwesterly (measured at right angles) of the following described line: From the point of beginning of Line 1 described above, run northwesterly along said Line 1 for 322.96 feet to the point of beginning of the line to be described; thence continue along said Line 1 to its point of termination.

Parcel 10V C.S. 6200 (XXX) CCR (EASEMENT)

The southeasterly 1 foot of the southwesterly 14.5 feet of Tract A described below:

A Tract A. The southwesterly 52 feet of Lot 67, Hewitt's Outlots First Division, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota.

Parcel 11A C.S. 6200 (XXX) CCR (EASEMENT)

All of Tract A described below:

A Tract A. Lot 7, Block 18, Baker's Addition to the City of 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.

Parcel 11B C.S. 6200 (XXX) CCR (EASEMENT)

The southerly 12 feet of the northwesterly 14.4 feet of Tract A described below:

556048
T Tract A. Lot 1, Block 1, University Carleton Development, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered;

excepting therefrom the existing building situate thereon.

Parcel 11E C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

A Tract A. Lot 1, Block 8, Baker's Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

which lies northeasterly of the following described line: From a point on the easterly line of Tract A hereinbefore described, distant 31 feet southerly of the northeast corner thereof, run northwesterly to a point on the northerly line of said Tract A, distant 28 feet westerly of said corner.

Parcel 11J C.S. 6200 (XXX) CCR (EASEMENT)

That part of Tract A described below:

Tract A. That part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 29 North, Range 23 West, (being also a part of Lot 26, Auditor's Subdivision No. 9) described as follows: Beginning at the intersection of the southerly line of University Avenue, in the City of Saint Paul, with the west line of said Section 29; running thence south along the west line of Section 29, 503.06 feet to a monument at the quarter quarter corner; thence east along said quarter quarter line, 231.66 feet to an iron post; thence north and parallel with the west line of said Section 29, 372.73 feet to the southerly line of University Avenue; thence northwesterly along the southerly line of University Avenue, 264.89 feet to the point of beginning; except the south 33 feet thereof; also except that part thereof lying westerly of a north and south line described as beginning on the north line of said south 33 feet at a point which is 28.81 feet east of the west line of said parcel and terminating at a point on the southerly line of University Avenue 27.55 feet east, measured at right angles, from the west line of said parcel; also except a triangle in said parcel lying southwesterly of a line beginning on the north line of the south 33 feet of said parcel at a point which is 40.81 feet east of the west line of said parcel and terminating at a point on the north and south line above described, which point is 12 feet north of the north line of the south 33 feet of said parcel; also except the easterly one foot of said parcel; the title thereto being registered;

33-2075

which lies northwesterly of the following described line: From a point on the westerly line of Tract A hereinbefore described, distant 5 feet southerly of the most northerly corner thereof, run northeasterly to a point on the northeasterly line of said Tract A, distant 4 feet southeasterly of said corner.

Parcel 11K C.S. 6200 (XXX) CCR (EASEMENT)

The southwesterly 2 feet of Tracts A and B described below:

Tract A. J. George Smith's Twin City Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered;

Tract B. Lots 7 and 10, Auditor's Subdivision No. 9, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota; the title thereto being registered; excepting therefrom that part of said Lot 10 described in Document No. 590725;

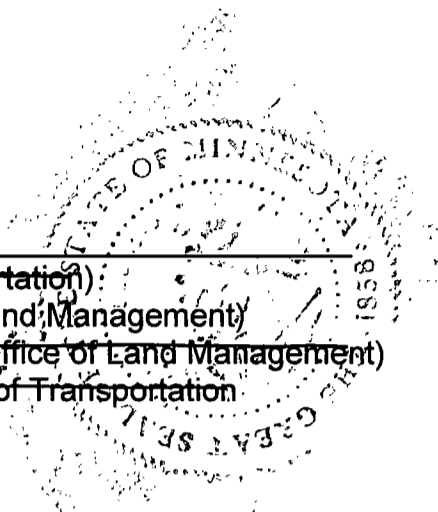
132908
188590

together with that part of Tract B hereinbefore described, adjoining and northeasterly of the above described strip, which lies southeasterly of the following described line: From a point on the easterly line of said Lot 10, distant 19.41 feet northerly of the most southerly corner thereof, run southwesterly to a point distant 2 feet northeasterly (measured at right angles) of a point on the southwesterly line of said Lot 10, distant 12.34 feet northwesterly of said corner.

Dated this 2nd day of October, 2012.

STATE OF MINNESOTA

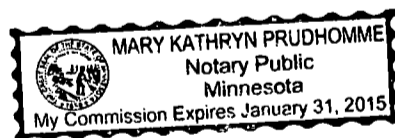
By Byron Doddo
(~~Commissioner of Transportation~~):
(Director of the Office of Land Management)
(~~Assistant Director of the Office of Land Management~~)
Seal of the Commissioner of Transportation



STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 2nd day of October, 2012, before me, a Notary Public within and for said County, personally appeared Byron J. Doddo, to me personally known to be the person who executed the foregoing instrument and who did say that he is the (~~Commissioner of Transportation~~) (Director of the Office of Land Management and duly authorized agent of the Commissioner of Transportation) (~~Assistant Director of the Office of Land Management and duly authorized agent of the Commissioner of Transportation~~) of the State of Minnesota and acknowledged that he executed the foregoing instrument and caused the seal of the Commissioner of Transportation to be affixed thereto, by authority of Minnesota Statutes, Section 174.35 and Section 473.304, and as the free act and deed of said State.

Mary Kathryn Prudhomme



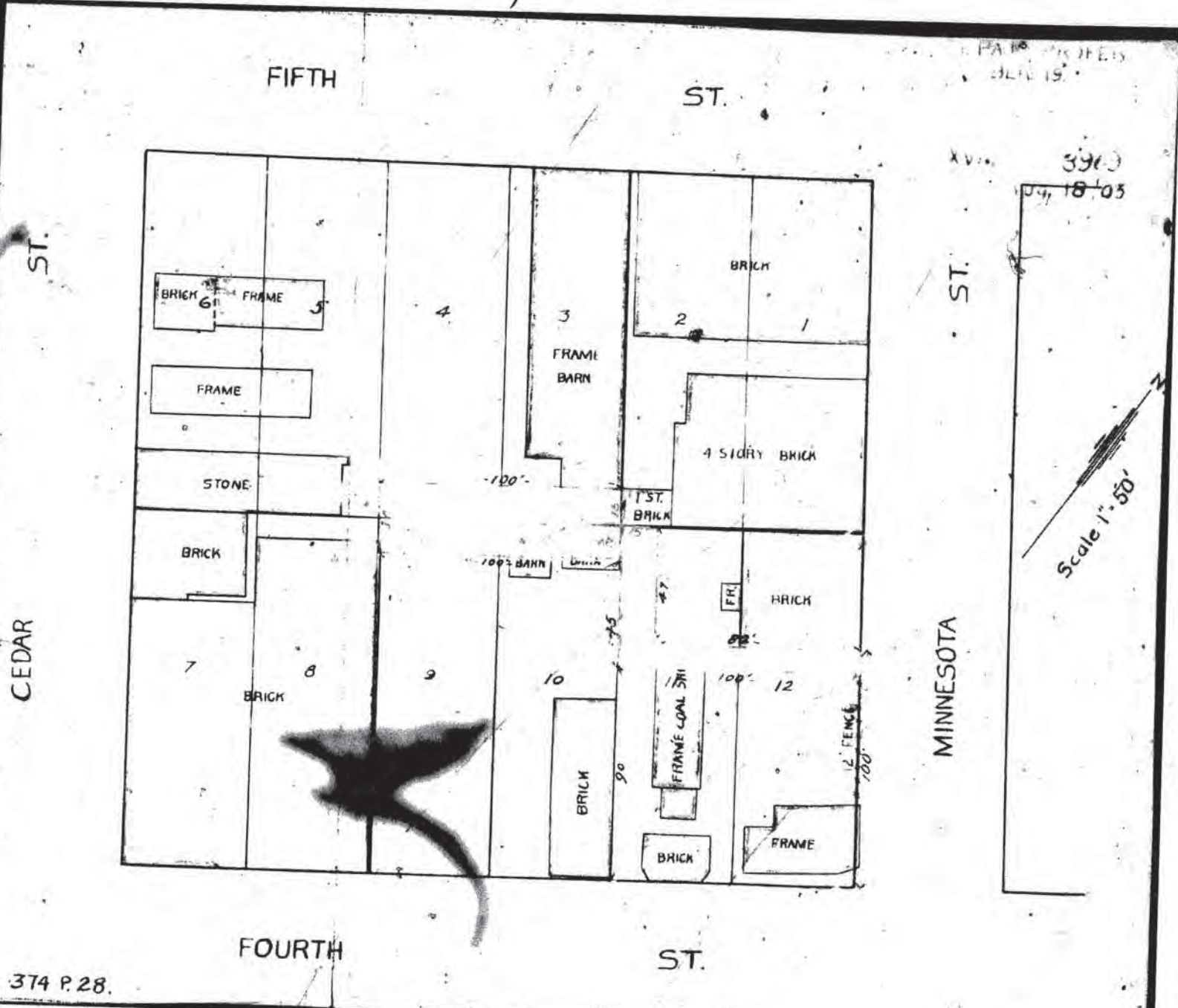
This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, St. Paul, Minnesota 55155 R82383G.doc

AGENCY RESPONSIBLE FOR TAXES:

METROPOLITAN COUNCIL
390 Robert Street North
St. Paul, MN 55101
Attn: Linda Thayer, Office of General Counsel

BOOK I OF PLANS, PG 10

December 1905
 through lots 14, 15, 16, 17, 18, 19 of Block 19
 in the corporation of the City of
 December 1905 -
 J. J. Gorman
 City Engineer
 City of Minneapolis
 1125 Gorman



GRANT OF EASEMENT

2120427

JUL 9 11 26 AM '81

WHEREAS, SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, hereinafter called "Grantor", is the owner in fee of that certain property in the City of Saint Paul, County of Ramsey, State of Minnesota, generally located and described as the building and improvements situated on all or part of Lots 4, 5, 6, 7, 8 and 9, Block 19, City of Saint Paul (St. Paul Proper), hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated January 8, 1980, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, the Grantor herein, and Minnesota Mutual Life Insurance Company, to grant to the City of Saint Paul a public easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

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 the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public as a public way and for public ingress and egress and for pedestrian transit in, through and over the Property and the structures thereon, described as follows:

DESCRIPTION: (Second floor of St. Paul Athletic Club from property line of Cedar Street to Midwest Federal Building) Interior walkway easement over and across that part of Lots 4 thru 9, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northwesterly corner of said Block 19; thence S 0°02'52" E (assumed bearing) along the Westerly line of said Block 19 a distance of 172.32 feet to the point of beginning of the lines to be herein described; thence continuing S 0°02'52" E 9.04 feet; thence S 89°47'41" E 1.34 feet; thence S 0°12'19" W 2.05 feet; thence southeasterly along a non-tangential curve to the right 5.64 feet, radius of 3.59 feet, delta angle of 90°, tangent bears S 89°47'41" E; thence S 0°12'19" W 1.11 feet; thence S 89°47'41" E 3.82 feet; thence N 0°12'19" E 1.11 feet; thence Northeasterly along a curve to the right 5.64 feet, radius of 3.59 feet;

NOTED BY AUDITOR

7-9 1981

LOU MCKENNA

Auditor, Ramsey County, Minnesota

By J. Huges

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delta angle of 90°; thence S 89°47'41" E 13.10 feet; thence Northeasterly along a curve to the left 6.28 feet, radius of 4.0 feet; delta angle of 90°; thence Northeasterly along a curve to the right 9.21 feet, radius of 5.87 feet; delta angle of 89°54'55"; thence Northeasterly along a curve to the left 6.28 feet, radius of 4.0 feet, delta angle of 90°; thence N 0° 07'14" E 0.62 feet; thence N 89° 52'46" W 3.93 feet; thence N 0° 07'14" E 10.55 feet; thence S 89°52'46" E 13.48 feet; thence N 0°07'14" E 0.70 feet; thence S 89°52'46" E 2.55 feet; thence N 0°07'14" E 0.28 feet; thence S 89°52'46" E 3.86 feet; thence S 0°07'14" W 0.26 feet; thence S 89°52'46" E 39.76 feet; thence N 0°07'14" E 1.57 feet; thence S 89°52'46" E 3.30 feet; thence S 0°07'14" W 1.50 feet; thence S 89°52'46" E 1.09 feet; thence N 23°41'09" E 9.0 feet to point "A"; thence continuing N 23°41'09" E 17.93 feet to the common property line between Midwest Federal and the St. Paul Athletic Club; thence N 89°28'57" W 10.18 feet along said common property line; thence S 23°52'19" W 14.45 feet to point "B"; thence continuing S 23° 52'19" W 3.0 feet; thence N 89°52'46" W 68.88 feet; thence S 0°03'55" E 20.50 feet; thence N 89°47'41" W 22.85 feet; thence S 0°12'19" W 3.13 feet; thence N 89°47'41" W 1.41 feet to the point of beginning.

Subject to existing swinging doors and hardware, light switches, radiators, exit signs, doors and hardware, fire hose and case, hand railings, beams wall signs, electrical outlets, thermostat, stairway and railings, steel rods, camera, skyway and skyway doors.

This easement is limited in height from the second floor elevation upwards to the ceiling elevation. The ceiling elevation is at 103.43 feet through out; the second floor elevation is 95.44 feet from the easterly property line of Cedar Street to a diagonal line joining above described points "A" and "B"; the second floor elevation then slopes uniformly from elevation 95.44 feet from said diagonal line northerly to an elevation of 93.27 feet at the common property line between the St. Paul Athletic Club and Midwest Federal.

All elevations are City of St. Paul datum.

Above easement contains 1469 sq. ft., more or less.

together with an easement for public ingress to, egress from and transit to and from said System by way of vertical access from Street to the pedestrian concourse, described as follows:

DESCRIPTION: (Stairway easement from first floor to second floor in St. Paul Athletic Club)

Interior stairway easement over and across that part of Lot 7, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northwesterly corner of said Block 19; thence S 0°02'52" E (assumed bearing) along the Westerly line of said Block 19 a distance of 163.39 feet; thence S 89°52'46" E 36.44 feet to the point of beginning of the lines to be herein described; thence N 0°07'14" E 11.0 feet; thence S 89° 52'46" E 13.48 feet; thence S 0°07'14" W 19.67 feet; thence N 89°52'46" W 9.55 feet; thence S 0°07'14" W 0.55 feet; thence N 89°52'46" W. 3.93 feet; thence N 0°07'14" E 9.22 feet to the point of beginning.

Subject to existing concrete walls, curbs and partitions, door and door hardware, lattice work, ventilators, railings, steps and treads, suspended lights, thermostat and radiators.

This easement is limited in height from the first floor elevation of 76.46 feet to the ceiling elevation of 93.69 feet on the Northerly 9.12 feet of the above described property and to the ceiling elevation of 103.43 feet on the remaining portion of the above described easement.

All elevations are City of St. Paul datum.

Above easement contains 267 sq. ft., more or less.

and also together with an easement for public access on the ground floor level from the foot of the above described vertical access facilities to public sidewalks, described as follows:

DESCRIPTION: (Entrance to first floor of St. Paul Athletic Club on Cedar St.)

Exterior walkway easement over and across that part of Lot 7, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the Northwesterly corner of said Block 19; thence S 0°02'52" E (assumed bearing) along the Westerly line of said Block 19 a distance of 163.39 feet to the point of beginning of the lines to be herein described; thence S 89°52'46" E 36.44 feet; thence S 0°07'14" W 3.85 feet; thence N 89°52'46" W 36.43 feet to the said Westerly line of said Block 19; thence N 0°02'52" W 3.85 feet along said line to the point of beginning.

Subject to existing door, door threshold and door hardware.

This easement is limited in height from the sidewalk elevation of 76.46 feet upwards to elevation 92.86 feet.

All elevations are City of St. Paul datum

Above easement contains 140 sq. ft., more or less.

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

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

The public's right herein to ingress and egress and pedestrian transit in and through the easement 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 of Saint Paul may, by agreement with 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 City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

2120427

2120427

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not 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 the Grantor.

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

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

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee by separate agreement, shall be responsible for and/or provide for the cost of all repairs, improvements and replacements of the public way or Skyway Bridge and Pedestrian Concourse System as it passes through its building or on or over its land as described herein, it being understood that the aforesaid covenant shall run with the land.

2120427

Grantor reserves unto itself the unconditional right and privilege of selling, conveying and transferring the Property described above to any other corporation, corporations, trust, trusts, individual, partnerships, or other form of venture. In the event of transfer of property owner's interest in the property, the Grantor (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 Grantor (seller) contained in the Agreement thereafter to be performed; provided that Grantor's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

TO HAVE AND TO HOLD said easement for a public way or Skyway Bridge and Pedestrian Concourse System, together with all rights of ingress and egress appertaining thereto until the System is vacated or abandoned in the manner required by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 26 day of June, 1981.

SAINT PAUL ATHLETIC CLUB

By Jep D. Knox
Its PRESIDENT

By Roland D. Wilsey
Its VICE-PRESIDENT

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS.

One this 26 day of June, 1981, before me, a Notary Public within and for said County, appeared Jep D. Knox and Roland D. Wilsey, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Vice-President of SAINT PAUL ATHLETIC CLUB, a Minnesota non-profit corporation, that said instrument was signed by authority of its Board of Directors and said Jep D. Knox and Roland D. Wilsey acknowledged said instrument was the free act and deed of said corporation.

William F. Orme

THIS INSTRUMENT WAS DRAFTED BY
City of St. Paul
OFFICE OF CITY ATTORNEY
647 City Hall
SAINT PAUL, MINNESOTA

WILLIAM F. ORME
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Commission Expires Aug. 10, 1983.

XXX

2120427

Comt.

Saint Paul Athletic Club

To

Saint Paul, City of

STATE OF MINNESOTA) SS
 County of Ramsey)
 Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 9 day of July A.D. 1921 at 11:20 o'clock AM, and that the same was recorded in Ramsey County Records as Doc. No. 2120427.

EUGENE H. GIBBONS
 COUNTY RECORDER

By Eugene H. Gibbons

Room 647 Court House
To Phil Byrne

2145296

MAY 10 9 31 AM '82

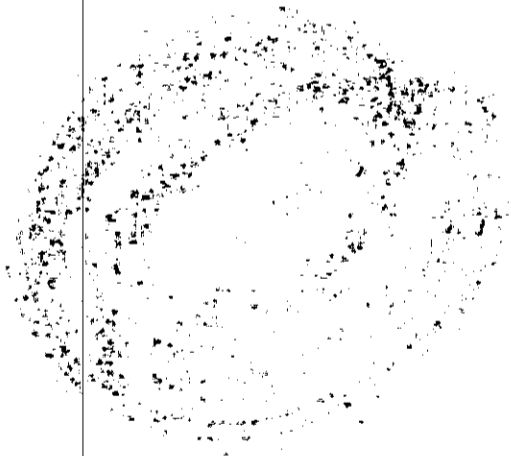
STATE OF MINNESOTA)
County of Ramsey) ss.
CITY OF SAINT PAUL)

I, Albert B. Olson City Clerk of the
City of Saint Paul, Minnesota, do hereby certify that I have
compared the attached copy of Council File No. 278625
as adopted by the City Council. April 29 19⁸²
and approved by the Mayor. April 30 19⁸²
with the original thereof on file in my office.

I further certify that said copy is a true and correct copy
of said original and the whole thereof.

WITNESS my hand and the seal of the City of Saint Paul,
Minnesota this 3rd day of May A.D. 19⁸²

Albert B. Olson
.....
City Clerk.



124 \$10.00 SALE A

WHITE - CITY CLERK
PINK - FINANCE
CANARY - DEPARTMENT
BLUE - MAYOR

CITY OF SAINT PAUL

Council File NO. 278625

City Attny/PBB

Council Resolution

Presented By *Leah W. Starnie*

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

2145294

BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain agreement dated April 5, 1982, between Economics Laboratory, Inc., (EL) and The Minnesota Mutual Life Insurance Company (MML), attached hereto, in which agreement EL is assigned and assumes all the rights, duties, responsibilities and covenants of MML under several agreements more particularly described therein relating to the skyway system, which agreements contain covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 4, 5, 6, 7, 8 and 9, Block 19, City of St. Paul (St. Paul Proper);

Lots 14, 15 and 16, Block 20, City of Saint Paul (St. Paul Proper); and

Lots 1 and 4, Block 23, City of Saint Paul (St. Paul Proper);

and

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to file a certified copy of this Resolution (with attachment) in the Office of the County Recorder, Ramsey County.

COUNCILMEN

Yeas		Nays	
	Hunt	<u>7</u>	In Favor
	Levine		
	Maddox	<u>0</u>	Against
	McMahon		
	Showalter		
	Tedesco		
	Wilson		

Adopted by Council: _____ Date APR 29 1982

Certified Passed by Council Secretary
By *Albert B. Olson*

Approved by Mayor: _____ Date APR 30 1982
By *Richard S. Roeder*

Requested by Department of: _____

By _____

Form Approved by City Attorney

By *Philip B. Byrne 4-9-82*

Approved by Mayor for Submission to Council

By *Richard S. Roeder*

2

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 1982, by and between ECONOMICS LABORATORY, INC., a Delaware corporation (hereinafter referred to as "EL") and THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY, a Minnesota corporation (hereinafter referred to as "MML");

WITNESSETH:

WHEREAS, as part of the pedestrian skyway system within the downtown central business district of St. Paul, Minnesota, there exists a skyway bridge over Cedar Street between the buildings occupied by the Saint Paul Athletic Club (hereinafter referred to as "AC") and MML (hereinafter referred to as the "Cedar Skyway");

WHEREAS, on February 20, 1980 AC and MML entered into a Skyway Bridge Maintenance Agreement under which AC and MML mutually agreed to be bound by the terms contained therein regarding the operation and maintenance of the Cedar Skyway (hereinafter referred to as the "Cedar Maintenance Agreement");

WHEREAS, as part of the pedestrian skyway system within the downtown central business district of St. Paul, Minnesota, there exists a skyway bridge over East Fourth Street between the buildings occupied by the Degree of Honor Protective Association (hereinafter referred to as "Degree") and MML (hereinafter referred to as "East Fourth Skyway");

WHEREAS, on February 13, 1980 Degree and MML entered into a Skyway Bridge Maintenance Agreement under which Degree and MML mutually agreed to be bound by the terms contained therein regarding the operation and maintenance of the East Fourth Skyway (hereinafter referred to as the "East Fourth Maintenance Agreement");

WHEREAS, on January 11, 1980, the Housing and Redevelopment Authority of the City of St. Paul, Minnesota (hereinafter referred to as "HRA"), the City of St. Paul, Minnesota (hereinafter referred to as the "City"), AC and MML entered into an Agreement concerning the construction, operation and maintenance of the Cedar Skyway and the easements necessary to incorporate the same into the pedestrian skyway system (hereinafter referred to as the "City Cedar Agreement");

WHEREAS, on January 22, 1980, HRA, the City, Degree and MML entered into an Agreement concerning the construction, operation and maintenance of the East Fourth Skyway and the easements necessary to incorporate the same into the pedestrian skyway system (hereinafter referred to as the "City East Fourth Agreement");

WHEREAS, concurrently with the delivery of this Agreement EL is purchasing the building at 345 Cedar Street, St. Paul, Minnesota, which is owned by MML and connected to the Cedar Skyway and the East Fourth Skyway; and

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WHEREAS, EL and MML intend that in connection with the sale of said building to EL that EL shall succeed to the rights and assume the obligations of MML under the various agreements relating to the pedestrian skyway system connected to said building;

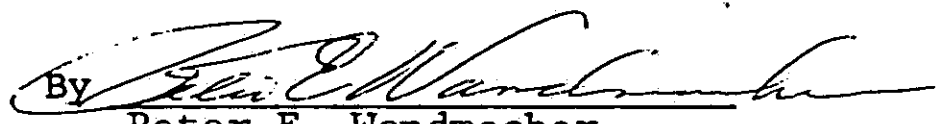
NOW THEREFORE, it is hereby agreed between the parties hereto as follows:

1. MML shall and hereby does assign to EL all its rights in and under the Cedar Maintenance Agreement, the East Fourth Maintenance Agreement, the City Cedar Agreement and the City East Fourth Agreement.

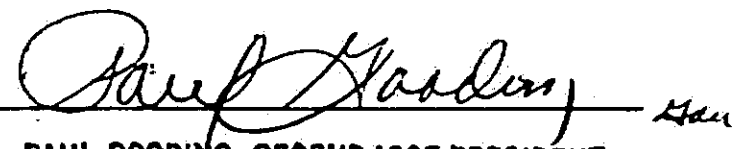
2. EL shall and hereby does fully and without limitation assume all duties, responsibilities and covenants of MML under the Cedar Maintenance Agreement, the East Fourth Maintenance Agreement, the City Cedar Agreement and the City East Fourth Agreement.

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

ECONOMICS LABORATORY, INC.

By 
Peter E. Wandmacher
Vice President and Treasurer

THE MINNESOTA MUTUAL LIFE
INSURANCE COMPANY

By 
PAUL GOODING, SECOND VICE PRESIDENT

XXX
ST

2145296

Recd

St. Paul

To

Public

STATE OF MINNESOTA)
 County of Ramsey) ss
 Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 10 day of May A.D. 1922 at 9:31 o'clock AM, and that the same was recorded in Ramsey County Records as Doc. No. 2145296.

EUGENE H. GIBBONS
 COUNTY RECORDER

By *Eugene H. Gibbons*

Abstract only
City Clerk
Em 386

NOTED BY AUDITOR
JULY 24 1981
LOU MCKENNA

Auditor, Ramsey County, Minnesota
By *[Signature]*

ENTERED IN TRANSFER RECORD
July 24 1981
DIRECTOR, PROPERTY TAXATION

Ramsey County, Minnesota

GRANT OF EASEMENT

By *[Signature]*

WHEREAS, MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNE-

APOLIS, a corporation organized, and existing under the laws of the United States, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described as Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, City of Saint Paul (St. Paul Proper), hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated April 30, 1981, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, and the Grantor herein, to grant to the City of Saint Paul a public pedestrian easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

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 and its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, a pedestrian easement for the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public as a public way and for public ingress, egress and transit in and through that part of the Grantor's Property and the structures thereon, described as follows:

A. DESCRIPTION: (Second floor Midwest Federal from St. Paul Athletic Club northerly to the southerly line of walkway boundary described below at B.)
Interior walkway easement over and across that part of Lots 4 and 5, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:
Commencing at the Northeasterly corner of said Block 19; thence N 89°28'57" W (assumed bearing) along the Northerly line of said Block 19 a distance of 188.26 feet; thence S 0°31'03" W 11.20 feet to the point of beginning of the lines to be herein described; thence N 89°28'57" W 11.80 feet; thence S 0°36'32" W 0.90 feet; thence N 88°53'14" W 1.62 feet; thence S 0°36'32" W 7.75 feet; thence S 88°53'14" E 5.11 feet along the face of the display case; thence S 0°31'03" W 3.00 feet; thence N 89°28'57" W 0.62 feet; thence S 0°27'54" W 98.28 feet; thence S 89°28'57" E 0.18 feet; thence S 0°31'03" W 6.61 feet; thence S 89°28'57" E 0.70 feet; thence S 0°31'03" W 7.04 feet to the common property line between Midwest Federal and the St. Paul Athletic Club; thence S 89°28'57" E 7.92 feet along said common property line; thence N 0°31'03" E 21.75 feet; thence N 89°28'57" W 0.73 feet; thence N 0°31'03" E 84.57 feet; thence S 89°28'57" E 2.5 feet; thence N 0°31'03" E 7.62 feet; thence N 89°28'57" W 2.5 feet; thence N 0°31'03" E 2.0 feet; thence S 89°28'57" E 0.79 feet; thence N 0°31'03" E 7.67 feet

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EXHIBIT A (consisting of 9 pages)

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to the point of beginning.

Subject to existing ash trays, light switches, elevator and elevator buttons, exit signs, wall and overhead signs, doors, door frames, door hardware, fire extinguishers and hoses, display cases and framing, columns, radiators, beams, fire alarms, windows and window frames, swinging doors and hardware.

This easement is limited in height from the second floor elevation of 93.27 feet, except the floor elevation on the South 4.5 feet is 93.82 feet, and the floor elevation of the North 6 feet of the South 10.5 feet slopes from elevation 93.82 feet at the South line of said North 6 feet to elevation 93.27 feet at the North line of said North 6 feet; upwards to the ceiling elevation of 102.26 feet, except the ceiling elevation of the North 12.5 feet of the South 23.0 feet is at 101.17 feet and the ceiling elevation of the South 10.5 feet is at 103.43 feet.

All elevations are City of St. Paul datum.

Above easement contains 1072 sq. ft., more or less.

B. Second floor walkway from stairway well to 5th Street on foot bridge. All that part of Lots 4 and 5, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'y corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 187.50 feet, thence South 11.20 feet to the point of beginning at the SW'y interior of the stairway well and the easement herein described, thence West 12.56 feet, thence North 10.18 feet, thence West 0.60 feet along the face of the building thence N 80°32' W 1.03 feet more or less to the North line of said Block 19, thence East 10.99 feet across the foot bridge, thence S 80°32' E 1.03 feet, more or less to the face of the building, thence West 2.29 feet along the face of the building, thence South 3.85 feet, thence East 3.70 feet, thence South 2.60 feet, thence East 0.76 feet, thence South 3.73 feet along the West face of the stairway well to the point of beginning.

Subject to entrance doorway, partition to stairway well, to doorway to foot bridge, and to whatever encroachments or conditions exist in said space in the form of doorway, pipes, valves, columns, beams, stairway, railings, lights, remote teller unit, and fire alarm fixtures.

This easement is limited in height from the second floor at elevation 93.33 feet upward to the ceiling 102.26 feet and its extension.

All elevations are city datum.

Contains 120 sq. ft., more or less.

together with a pedestrian easement for public ingress to, egress from and transit to and from said System by way of vertical access from Street to the pedestrian concourse, described as follows:

DESCRIPTION: Stairwell easement from the ground floor to second floor ceiling.

All that part of Lot 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'y corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet; thence West 39.69 feet, thence North 7.92 feet, thence East 3.63 feet to the point of beginning of the easement herein described, thence North 8.66 feet, thence West 15.87 feet, thence South 8.66 feet, thence East 15.87 feet to the point of beginning.

Subject to ground floor door and framing, two 6" vertical water line, one with extending valve at Northeasterly corner of easement at ground floor level; one 6" vertical water line at Northeasterly corner of easement above the ground floor level, one vertical 4" soil pipe at the Northwesterly corner of easement above the ground floor level, a column and pilaster at the Northwesterly corner of easement, and stairway and railings.

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The easement is limited in height as follows:

On the east 4.0 feet thereof, the bottom of the easement is the Ground Floor landing at elevation 67.55 feet;

on the North 4.0 feet of the West 7.87 feet of the East 11.87 feet thereof, the bottom of the easement is the sloping plane of the stairs just below the tread surface extending from the Ground floor at elevation 67.55 feet upward to the west to the Main Lobby landing at elevation 73.61 feet;

on the North 4.0 feet except the East 11.87 feet thereof, the bottom of the easement is the Main Lobby landing at elevation 73.61 feet;

on the easement except the North 4.0 feet thereof and except the East 11.87 feet thereof, the bottom of the easement is the Main Lobby landing at elevation 73.61 feet;

on the West 7.87 feet of the East 11.87 feet except the North 4.0 feet thereof, the bottom of the easement is the sloping plane of the stair just below the tread surface extending from the Main Floor Lobby at elevation 73.61 feet upward to the east to the First floor landing at elevation 78.58 feet;

on the West 4.55 feet thereof, the top of the easement is the Second floor ceiling at elevation 101.37 feet;

on the North 4.33 feet of the East 6.47 feet of the west 11.02 feet thereof the top of the easement is the sloping plane of the ceiling extending from the Second floor ceiling at elevation 101.37 feet to a line at elevation 97.01 feet;

on the North 4.33 feet except the west 11.02 feet thereof, the top of the easement is the intermediate landing ceiling at elevation 96.61 feet;

on the easement except the North 4.33 feet and except the west 11.17 feet thereof, the top of the easement is the intermediate landing ceiling at elevation 96.61 feet;

on the East 5.67 feet of the West 11.17 feet except the North 4.33 feet thereof, the top of the easement is the sloping plane of the ceiling extending the intermediate landing ceiling at 96.61 feet to a line at elevation 92.72 feet;

on the East 0.95 feet of the West 5.5 feet except the North 4.33 feet thereof, the top of the easement is intermediate land ceiling at elevation 91.92 feet.

All elevations are city datum.

Contains 137 Sq. Ft., more, or less (within the stairwell cross section).

and also together with a pedestrian easement for public access on the ground floor level from the foot of the above described vertical access facilities to public sidewalks, described as follows:

Exterior Walkway and Steps from 5th Street to building entrance on ground floor.

All that part of Lot 3, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet to the point of beginning of the easement herein described thence South 19.12 feet, thence west 8.6 feet, thence North 19.12 feet, thence East along the Northerly line of said Block 19 8.6 feet to the point of beginning.

Subject to stair railings.

This easement is limited in height from the surface of the concrete walk and stairs upward to the ceiling and ceiling beams as follows:

The walk surface of the easement except the South 14.4 feet thereof is at elevation 69.6 feet;

The step surface on the easement on the North 4.3 feet of the South 14.4 feet thereof is at elevation 69.6 feet at the top of the North end and at elevation 67.5 feet at the bottom of the South end;

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The walk surface of the easement on the South 10.1 feet thereof is at elevation 67.5 feet at the North end and 67.4 feet at the South end;

The ceiling beam and its extension Northerly on the easement except the South 17.0 feet thereof is at elevation 76.48 feet;

The ceiling beam on the easement on the North 0.8 feet of the South 17.0 feet is at elevation 76.76 feet;

The ceiling on the easement on the South 16.2 feet is at elevation 78.61 feet. Except the East 0.85 feet is at elevation 77.18 feet.

All elevations are city datum.

Contains 164 Sq. Ft. more or less.

Ground Floor walkway from building entrance to stairway well.

All that part of Lots 3 and 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet, thence West 8.6 feet to the point of beginning of the easement herein described, thence West 31.09 feet, thence North 7.92 feet, thence East 3.63 feet, thence South 1.58 feet, thence East 26.54 feet, thence South 6.34 feet to the point of beginning.

Subject to entrance doorway and partitions and wall pilaster.

This easement is limited in height from the floor at elevation 67.55 feet upward to the ceiling as follows:

The ceiling and its extension on the easement for the South 6.34 feet of the East 29.3 feet thereof is at elevation 76.25 feet.

The ceiling on the easement for all except the South 6.34 feet of the East 29.3 feet thereof is at elevation 75.18 feet.

All elevations are city datum.

Contains 203 Sq. Ft., more or less.

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

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

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

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The walk surface of the easement on the South 10.1 feet thereof is at elevation 67.5 feet at the North end and 67.4 feet at the South end;

The ceiling beam and its extension Northerly on the easement except the South 17.0 feet thereof is at elevation 76.48 feet;

The ceiling beam on the easement on the North 0.8 feet of the South 17.0 feet is at elevation 76.76 feet;

The ceiling on the easement on the South 16.2 feet is at elevation 78.61 feet. Except the East 0.85 feet is at elevation 77.18 feet.

All elevations are city datum.

Contains 164 Sq. Ft. more or less.

Ground Floor walkway from building entrance to stairway well.

All that part of Lots 3 and 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet, thence West 8.6 feet to the point of beginning of the easement herein described, thence West 31.09 feet, thence North 7.92 feet, thence East 3.63 feet, thence South 1.58 feet, thence East 26.54 feet, thence South 6.34 feet to the point of beginning.

Subject to entrance doorway and partitions and wall pilaster.

This easement is limited in height from the floor at elevation 67.55 feet upward to the ceiling as follows:

The ceiling and its extension on the easement for the South 6.34 feet of the East 29.3 feet thereof is at elevation 76.25 feet.

The ceiling on the easement for all except the South 6.34 feet of the East 29.3 feet thereof is at elevation 75.18 feet.

All elevations are city datum.

Contains 203 Sq. Ft., more or less.

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

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

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

2/21/75
to, from time to time, exercise its police powers unilaterally, by ordinance, concerning hours open for public use, or temporarily closing part(s) or all of the easement to the public, or concerning public conduct within the System, nor shall such agreed or legislated hours in any manner restrict City's easement interest, but shall affect only the public's rights to ingress and egress and pedestrian transit in the City's easement.

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not 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 the Grantor.

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building(s) in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to Grantor, its successors or assigns.
- C. In the event the Pedestrian Skyway System is so altered that the easement granted herein ceases to connect by public easement through a bridge across Fifth Street to the public easement in the block bounded by Fifth, Sixth, Cedar and Minnesota Streets, and through the Saint Paul Athletic Club Building and bridge across Cedar Street to the public easement in the block bounded by Fourth, Fifth, Wabasha and Cedar Streets.

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Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee by separate agreement, shall be responsible for and/or provide for the cost of all repairs, improvements and replacements of the public way or Skyway Bridge and Pedestrian Concourse System as it passes through its building or on or over its land as described herein, it being understood that the aforesaid covenant shall run with the land.

Grantor reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring the Property described above or any interest therein. In the event of transfer of the Grantor's interest in the property, the Grantor (seller) transferor 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 Grantor (seller) contained in the Agreement which are thereafter to be performed; provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

TO HAVE AND TO HOLD said pedestrian easement for a public way or Skyway Bridge and Pedestrian Concourse System, together with all rights of ingress and egress appertaining thereto until the System is vacated or abandoned in the manner required by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 30th day of April, 19 81.

MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS

By Robert J. Zeller
Its Senior Vice President

By Sharon M. Quinn
Its SECRETARY

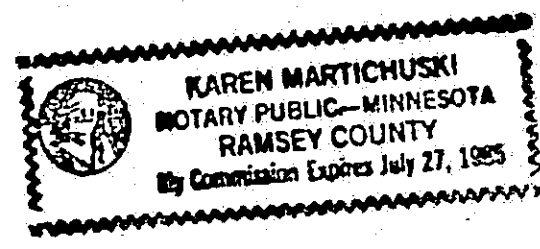
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STATE OF MINNESOTA)
HENNEPIN) SS.
COUNTY OF ~~XXXXXX~~)

On this 30th day of April, 19 81, before me, a Notary Public within and for said County, appeared Robert J. Zeller and Charlotte E. Masica, to me personally known, who, being each by me duly sworn, did say that they are respectively the Senior Vice President and Secretary of MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, and that said instrument was signed by authority of its Board of Directors, and said Robert J. Zeller and Charlotte E. Masica acknowledged said instrument was the free act and deed of said corporation.

Karen Martichuski
Notary Public



This instrument was drafted by:
NAME: City Attorneys Office
ADDRESS: 647 City Hall
St. Paul, Minn. 55102

XXX
gus

2121751

East

Midwest

to

St Paul

STATE OF MINNESOTA)
County of Ramsey) SS

Office of the County Recorder

This is to certify that the within-instrument
was filed for record in this office at St. Paul
on the 24 day of July
A.D. 1921 at 10:00 P.M., and that
the same was recorded in Ramsey County
Records as Doc. No. 2121751.

EUGENE H. GIBBONS
COUNTY RECORDER

By *Eugene H. Gibbons*

Phil Bygone
647 City Hall

2124645

AUG 25 10 21 AM '81

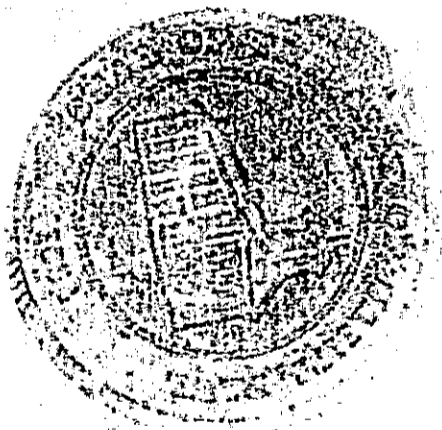
STATE OF MINNESOTA)
County of Ramsey) ss.
CITY OF SAINT PAUL)

I, Albert B. Olson, City Clerk of the
City of Saint Paul, Minnesota, do hereby certify that I have
compared the attached copy of Council File No. 277259
as adopted by the City Council August 11, 19⁸¹
and approved by the Mayor August 17, 19⁸¹
with the original thereof on file in my office.

I further certify that said copy is a true and correct copy
of said original and the whole thereof.

WITNESS my hand and the seal of the City of Saint Paul,
Minnesota this 20th day of August, A.D. 19⁸¹

Albert B. Olson
City Clerk.



3485 \$00.00 - A

Council Resolution

Presented By

James W. ...

Referred To

Committee:

Date

Out of Committee By

Date

BE IT RESOLVED, by the Council of the City of Saint Paul, that the City Clerk is directed to accept and keep on file that certain Midwest Federal-HRA Skyway Agreement, dated April 30, 1981, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota; the City of Saint Paul; and Midwest Federal Savings and Loan Association of Minneapolis, attached hereto, which Agreement contains covenants and obligations touching and concerning the following described property in the City of Saint Paul:

Lots 3, 4 and 5, Block 19, City of Saint Paul (St. Paul Proper);

and

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to file a certified copy of this Resolution (with attachment) in the Office of the County Recorder, Ramsey County.

2124645

COUNCILMEN

Yeas

Nays

- Hunt
- Levine
- ~~Maddox~~
- McMahon
- Showalter
- ~~Tedesco~~
- ~~Wilson~~

4 In Favor
0 Against

Adopted by Council:

Date

AUG 11 1981

Certified Passed by Council Secretary

By

Albert B. Olson

Approved by Mayor:

Date

AUG 17 1981

By

George Johnson

Requested by Department of:

By

Form Approved by City Attorney

By

Philip B. Byrne 7-24-81

Approved by Mayor for Submission to Council

By

George Johnson

2124645

THIS AGREEMENT is made and entered into this 30th day of April, 1981 by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public body corporate and politic, hereinafter referred to as the "HRA"; the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City"; and the MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, hereinafter referred to as "Midwest."

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, Midwest is the owner of certain improvements located generally on the north-westerly portion of that Block bounded by Minnesota, Cedar, Fourth and Fifth Streets, more particularly described as Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, City of St. Paul (St. Paul Proper), which improvements are hereinafter referred to as the "Midwest Federal Building"; and

WHEREAS, an extension of the System through the Midwest Federal Building from the St. Paul Athletic Club Building on the south, to the Northwestern National Bank Building on the north, has been

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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 No. 272155, and has been filed with the City Clerk of the City of Saint Paul; and

WHEREAS, a skyway bridge over Fifth Street connecting the Midwest Federal Building and the Northwestern National Bank Building, together with vertical access facilities and stairway within the Midwest Federal Building, has heretofore been constructed; and

WHEREAS, a pedestrian concourse passageway through the second floor of the Midwest Federal Building has heretofore been constructed and has been in use, linking the St. Paul Athletic Club with the skyway bridge over Fifth Street; and

WHEREAS, the existing passageway and vertical access facilities and stairway are in the private ownership of Midwest and the parties are desirous of providing a public pedestrian easement through them as hereinafter provided;

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

DEFINITION

1. The words "pedestrian concourse," "easement area," "pedestrian easement," and "public easement," wherever used in this Agreement, shall mean and include the second floor corridor or concourse within the Midwest Federal Building, the vertical access facilities and stairway within said Building, and the ground level access within and without said Building leading to the public sidewalk on Fifth Street, all of which are as shown and described on Exhibit A attached hereto.

EASEMENTS AND HOURS

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2. Midwest hereby agrees to grant to the City a public easement for the pedestrian skyway system through the Midwest Federal Building, all as described and in accordance with Exhibit A attached hereto. Said easement to be granted by Midwest 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 Midwest Federal Building for purposes of pedestrian ingress, egress and transit, except for such reasonable police measures regarding open hours and closing all or part of the concourse to public use through said Building 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 the parties that the new pedestrian easement provided for in the Midwest Federal Building shall be open for public ingress, egress and transit from 6:00 a.m. to 1:30 a.m., Monday through Saturday, including until 1:30 a.m. Sunday mornings; and, at the option of St. Paul Joint Venture (as owner of the Radisson St. Paul Hotel), for such additional hours between 6:00 a.m. on Sundays and 1:30 a.m. Mondays, as may be designated on two weeks prior written notice by St. Paul Joint Venture to City, HRA, and Midwest, but only in the event similar designations are concurrently made for the sections of the skyway system within the Northwestern National Bank Building, the St. Paul Athletic Club, the Minnesota

Mutual Life Insurance Building, the Degree of Honor Building and the St. Paul Title Company Building. All such hours of operation are subject to the general power of the City to prescribe System hours by ordinance.

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Upon request of Midwest, and where necessary in the reasonable discretion of the City to protect public health and safety, including both personal and/or property safety and security, the City shall take appropriate action to further limit the hours during which said easement areas must be open for public use. The City shall consider, as a factor in forming its discretion, the claimed or actual breach of security agreements benefitting the easement areas within the Midwest Federal Building.

3. The public easement through the Midwest Federal Building shall be in accordance with Exhibit A herein and shall commence at the southerly property line of the Midwest Federal Building where it connects to the St. Paul Athletic Club and shall extend in a northerly direction to the existing skyway bridge over Fifth Street.

4. 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 Midwest Federal Building by condemnation or under the threat of condemnation, but said waiver does not apply to the skyway bridge.

5. 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

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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.

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OPERATION, MAINTENANCE AND REPAIR

6. Midwest hereby agrees to provide all repairs and maintenance to maintain the pedestrian concourse in or on the Midwest Federal Building to a reasonable standard of safety and cleanliness and to provide operating costs for said pedestrian concourse. HRA and City shall be furnished with plans and specifications for all additions, alterations 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 the work contemplated therein. Lack of action to approve or disapprove within 14 days shall be deemed approval.

7. If Midwest shall fail to undertake reasonable maintenance, operation or repair of the pedestrian concourse areas through the Midwest Federal Building within 30 days after receipt by them of written demand from the City, the City may undertake said reasonable and 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 Midwest or its surety as applicable; provided, however, that the City retains the right to assess such costs against Midwest as a local improvement in the manner provided by law.

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8. The pedestrian concourse which is 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 purposes other than for or on store fronts in the pedestrian concourse. Any new store front signage shall not project out from the wall into the easement area except as subject to the reasonable approval of HRA and/or City before installation. Nothing herein contained shall prevent the installation and maintenance of skyway directional sign(s). All new signage shall be subject to review and approval by the City prior to sign construction and installation. All signage existing and/or in place at the time of execution of this Agreement is hereby approved and may remain in place.

SURETY BONDS AND INSURANCE

9. Insurance required hereunder for hazard and liability for the areas designated as easements for the pedestrian concourse shall be a maintenance cost to be assumed by Midwest.

10. Midwest shall furnish and maintain public liability insurance coverage for the 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 property damage to the extent of \$200,000.00 in any single accident; for personal injuries, including death, \$500,000.00 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.

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CHANGE IN LOCATION

11. Midwest has the right hereunder to change the location of the public easement or any portion thereof, conditioned upon the grant of a new public easement and the construction of Midwest of a new pedestrian concourse which replaces that portion changed, and permits and provides for the continuity of the System. All the costs and expenses entailed by such change of location shall be borne by Midwest. Such right to change location is further conditioned that no change shall be made without approval of the HRA, such approval not to be unreasonably withheld; and that said new easement area shall be surveyed and described by a registered land surveyor at the expense of Midwest. The grant of new easement shall be in the form as provided in Exhibit A.

The HRA shall not be required to approve the change unless the new pedestrian concourse and corresponding public easement contain at least the same area and dimensions as the existing easement; and will be of the same character, quality and functional characteristics of the existing concourse.

BINDING OBLIGATIONS

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

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13. 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 and run with the land 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.

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

15. Midwest reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring its abutting and/or encumbered or involved real estate herein and assigning and transferring this Agreement. In the event of transfer of its interest in the property, Midwest, its successors and assigns, shall be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of Midwest contained in this Agreement thereafter to be performed provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of Midwest, its successors and assigns, under this Agreement.

16. The obligations and duties contained in this Agreement shall become effective and binding upon its execution by the parties.

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

2124645

a. City of Saint Paul
Donald Nygaard, Director
Department of Public Works
6th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

and

Renewal Administrator
HRA/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102

and

City of Saint Paul
Bernard J. Carlson, Director
Department of Finance and
Management Services
Room 234, City Hall
Saint Paul, Minnesota 55102

b. To: Midwest Federal Savings and Loan
Association of Minneapolis
Senior Vice President - Operations
801 Nicollet Mall
Minneapolis, Minnesota 55402

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

SAVINGS CLAUSE

18. Nothing contained in this Agreement shall be construed to amend, alter or modify in any way, any of the provisions or obligations contained in or imposed by the General Policy Statement-Pedestrian Concourse System, Downtown Urban Renewal Project, Minn.

2124645

R-20, to the extent any of such provisions or obligations may be applicable.

However, in the event of a direct conflict between any of the provisions in this Agreement and said General Policy Statement, this Agreement shall be controlling.

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MIDWEST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF MINNEAPOLIS

By Robert J. Zeller
Its Senior Vice President

By Charlotte M. Mason
Its SECRETARY

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

By *William J. Kelly*
Its Chairperson

By *William J. Kelly*
Its Secretary

APPROVED AS TO FORM

Philip B. Byrne
04-16-81

CITY OF SAINT PAUL

By *George Johnson*
Its Mayor

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

By *Edna Carl*
Its Director, Department of
Finance and Management Services

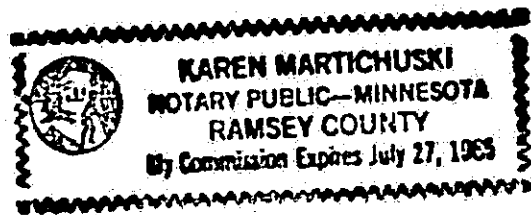
By *Albert B. Olson*
Its City Clerk

2124645

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

On this 30th day of April, 1981, before me,
a Notary Public within and for said County, appeared Robert J. Zeller
 and Charlotte E. Masica, to me personally
known, who being each by me duly sworn, did say that they are
respectively the Senior Vice President and
Secretary of MIDWEST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF MINNEAPOLIS, a federal savings and loan
association, that said instrument was signed by authority of its
Board of Directors, and said Robert J. Zeller and
Charlotte E. Masica acknowledged said instrument was the
free act and deed of said corporation.

Karen Martichuski
Notary Public



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 20th day of April, 1981, before me,
a Notary Public within and for said County, appeared _____
R. Maddox and William L. Wilson, 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 REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a Minnesota public
body corporate and politic, and that said instrument was signed
by authority of its Board of Commissioners and said _____
R. Maddox and William L. Wilson acknowledged
said instrument was the free act and deed of said corporation.

2124645

Rosemary Fredette

ROSEMARY FREDETTE
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 23, 1987

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981, 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.

Leeann Turchin

LEEANN TURCHIN
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires June 11, 1987

2124645

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by JAMES BELLUS, Director of Planning and Economic Development for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Rosemary Fredette

ROSEMARY FREDETTE
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 23, 1987

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981, 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.

Jeanne M. Andert

JEANNE M. ANDERT
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 10, 1987

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of April, 1981 by ROSE ~~MIX~~, City Clerk for the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

Albert B. Olson (Inf)

Rosemary Fredette

ROSEMARY FREDETTE
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 23, 1987

GRANT OF EASEMENT

2124645
WHEREAS, MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, hereinafter called "Grantor", is the owner in fee of that certain land situated in the City of Saint Paul, County of Ramsey, State of Minnesota, more particularly described as Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, City of Saint Paul (St. Paul Proper), hereinafter called "Grantor's Property"; and

WHEREAS, Grantor has agreed pursuant to that Agreement dated April 30, 1981, by and among the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, the City of Saint Paul, and the Grantor herein, to grant to the City of Saint Paul a public pedestrian easement for a second floor level pedestrian way, with vertical access and connecting ground level easement, also described as the Skyway Bridge and Pedestrian Concourse System, through Grantor's Property.

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 and its successors and assigns, does hereby grant unto the CITY OF SAINT PAUL, a Minnesota municipal corporation, a pedestrian easement for the Skyway Bridge and Pedestrian Concourse System for the use and benefit of the public as a public way and for public ingress, egress and transit in and through that part of the Grantor's Property and the structures thereon, described as follows:

A. DESCRIPTION: (Second floor Midwest Federal from St. Paul Athletic Club northerly to the southerly line of walkway boundary described below at B.)
Interior walkway easement over and across that part of Lots 4 and 5, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:
Commencing at the Northeasterly corner of said Block 19; thence N 89°28'57" W (assumed bearing) along the Northerly line of said Block 19 a distance of 188.26 feet; thence S 0°31'03" W 11.20 feet to the point of beginning of the lines to be herein described; thence N 89°28'57" W 11.80 feet; thence S 0°36'32" W 0.90 feet; thence N 88°53'14" W 1.62 feet; thence S 0°36'32" W 7.75 feet; thence S 88°53'14" E 5.11 feet along the face of the display case; thence S 0°31'03" W 3.00 feet; thence N 89°28'57" W 0.62 feet; thence S 0°27'54" W 98.28 feet; thence S 89°28'57" E 0.18 feet; thence S 0°31'03" W 6.61 feet; thence S 89°28'57" E 0.70 feet; thence S 0°31'03" W 7.04 feet to the common property line between Midwest Federal and the St. Paul Athletic Club; thence S 89°28'57" E 7.92 feet along said common property line; thence N 0°31'03" E 21.75 feet; thence N 89°28'57" W 0.73 feet; thence N 0°31'03" E 84.57 feet; thence S 89°28'57" E 2.5 feet; thence N 0°31'03" E 7.62 feet; thence N 89°28'57" W 2.5 feet; thence N 0°31'03" E 2.0 feet; thence S 89°28'57" E 0.79 feet; thence N 0°31'03" E 7.67 feet

to the point of beginning.

Subject to existing ash trays, light switches, elevator and elevator buttons, exit signs, wall and overhead signs, doors, door frames, door hardware, fire extinguishers and hoses, display cases and framing, columns, radiators, beams, fire alarms, windows and window frames, swinging doors and hardware.

This easement is limited in height from the second floor elevation of 93.27 feet, except the floor elevation on the South 4.5 feet is 93.82 feet, and the floor elevation of the North 6 feet of the South 10.5 feet slopes from elevation 93.82 feet at the South line of said North 6 feet to elevation 93.27 feet at the North line of said North 6 feet; upwards to the ceiling elevation of 102.26 feet, except the ceiling elevation of the North 12.5 feet of the South 23.0 feet is at 101.17 feet and the ceiling elevation of the South 10.5 feet is at 103.43 feet.

All elevations are City of St. Paul datum.

Above easement contains 1072 sq. ft., more or less.

B. Second floor walkway from stairway well to 5th Street on foot bridge. All that part of Lots 4 and 5, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 187.50 feet, thence South 11.20 feet to the point of beginning at the SW'ly interior of the stairway well and the easement herein described, thence West 12.56 feet, thence North 10.18 feet, thence West 0.60 feet along the face of the building thence N 80°32' W 1.03 feet more or less to the North line of said Block 19, thence East 10.99 feet across the foot bridge, thence S 80°32' E 1.03 feet, more or less to the face of the building, thence West 2.29 feet along the face of the building, thence South 3.85 feet, thence East 3.70 feet, thence South 2.60 feet, thence East 0.76 feet, thence South 3.73 feet along the West face of the stairway well to the point of beginning.

Subject to entrance doorway, partition to stairway well, to doorway to foot bridge, and to whatever encroachments or conditions exist in said space in the form of doorway, pipes, valves, columns, beams, stairway, railings, lights, remote teller unit, and fire alarm fixtures.

This easement is limited in height from the second floor at elevation 93.33 feet upward to the ceiling 102.26 feet and its extension.

All elevations are city datum.

Contains 120 sq. ft., more or less.

together with a pedestrian easement for public ingress to, egress from and transit to and from said System by way of vertical access from Street to the pedestrian concourse, described as follows:

DESCRIPTION: Stairwell easement from the ground floor to second floor ceiling.

All that part of Lot 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet; thence West 39.69 feet, thence North 7.92 feet, thence East 3.63 feet to the point of beginning of the easement herein described, thence North 8.66 feet, thence West 15.87 feet, thence South 8.66 feet, thence East 15.87 feet to the point of beginning.

Subject to ground floor door and framing, two 6" vertical water line, one with extending valve at Northeasterly corner of easement at ground floor level; one 6" vertical water line at Northeasterly corner of easement above the ground floor level, one vertical 4" soil pipe at the Northwesterly corner of easement above the ground floor level, a column and pilaster at the Northwesterly corner of easement, and stairway and railings.

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The easement is limited in height as follows:

On the east 4.0 feet thereof, the bottom of the easement is the Ground Floor landing at elevation 67.55 feet;

on the North 4.0 feet of the West 7.87 feet of the East 11.87 feet thereof, the bottom of the easement is the sloping plane of the stairs just below the tread surface extending from the Ground floor at elevation 67.55 feet upward to the west to the Main Lobby landing at elevation 73.61 feet;

on the North 4.0 feet except the East 11.87 feet thereof, the bottom of the easement is the Main Lobby landing at elevation 73.61 feet;

on the easement except the North 4.0 feet thereof and except the East 11.87 feet thereof, the bottom of the easement is the Main Lobby landing at elevation 73.61 feet;

on the West 7.87 feet of the East 11.87 feet except the North 4.0 feet thereof, the bottom of the easement is the sloping plane of the stair just below the tread surface extending from the Main Floor Lobby at elevation 73.61 feet upward to the east to the First floor landing at elevation 78.58 feet;

on the West 4.55 feet thereof, the top of the easement is the Second floor ceiling at elevation 101.37 feet;

on the North 4.33 feet of the East 6.47 feet of the west 11.02 feet thereof the top of the easement is the sloping plane of the ceiling extending from the Second floor ceiling at elevation 101.37 feet to a line at elevation 97.01 feet;

on the North 4.33 feet except the west 11.02 feet thereof, the top of the easement is the intermediate landing ceiling at elevation 96.61 feet;

on the easement except the North 4.33 feet and except the west 11.17 feet thereof, the top of the easement is the intermediate landing ceiling at elevation 96.61 feet;

on the East 5.67 feet of the West 11.17 feet except the North 4.33 feet thereof, the top of the easement is the sloping plane of the ceiling extending the intermediate landing ceiling at 96.61 feet to a line at elevation 92.72 feet;

on the East 0.95 feet of the West 5.5 feet except the North 4.33 feet thereof, the top of the easement is intermediate land ceiling at elevation 91.92 feet.

All elevations are city datum.

Contains 137 Sq. Ft., more or less (within the stairwell cross section).

and also together with a pedestrian easement for public access on the ground floor level from the foot of the above described vertical access facilities to public sidewalks, described as follows:

Exterior Walkway and Steps from 5th Street to building entrance on ground floor.

All that part of Lot 3, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet to the point of beginning of the easement herein described thence South 19.12 feet, thence west 8.6 feet, thence North 19.12 feet, thence East along the Northerly line of said Block 19 8.6 feet to the point of beginning.

Subject to stair railings.

This easement is limited in height from the surface of the concrete walk and stairs upward to the ceiling and ceiling beams as follows:

The walk surface of the easement except the South 14.4 feet thereof is at elevation 69.6 feet;

The step surface on the easement on the North 4.3 feet of the South 14.4 feet thereof is at elevation 69.6 feet at the top of the North end and at elevation 67.5 feet at the bottom of the South end;

The walk surface of the easement on the South 10.1 feet thereof is at elevation 67.5 feet at the North end and 67.4 feet at the South end;

The ceiling beam and its extension Northerly on the easement except the South 17.0 feet thereof is at elevation 76.48 feet;

The ceiling beam on the easement on the North 0.8 feet of the South 17.0 feet is at elevation 76.76 feet;

The ceiling on the easement on the South 16.2 feet is at elevation 78.61 feet. Except the East 0.85 feet is at elevation 77.18 feet.

All elevations are city datum.
Contains 164 Sq. Ft. more or less.

Ground Floor walkway from building entrance to stairway well.

All that part of Lots 3 and 4, Block 19, City of St. Paul (St. Paul Proper) lying within the following described lines:

Commencing at the NE'ly corner of said Block 19, thence West (assumed bearing) along the Northerly line of said Block 19 a distance of 135.57 feet, thence South 19.12 feet, thence West 8.6 feet to the point of beginning of the easement herein described, thence West 31.09 feet, thence North 7.92 feet, thence East 3.63 feet, thence South 1.58 feet, thence East 26.54 feet, thence South 6.34 feet to the point of beginning.

Subject to entrance doorway and partitions and wall pilaster.

This easement is limited in height from the floor at elevation 67.55 feet upward to the ceiling as follows:

The ceiling and its extension on the easement for the South 6.34 feet of the East 29.3 feet thereof is at elevation 76.25 feet.

The ceiling on the easement for all except the South 6.34 feet of the East 29.3 feet thereof is at elevation 75.18 feet.

All elevations are city datum.
Contains 203 Sq. Ft., more or less.

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

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

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

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

The grant of easement herein shall be subject to the right of the Grantor to change the location of the easement conditioned upon the grant of a new easement which shall permit the continuity of the System, and, on the further condition that the new easement area shall be installed at the sole cost and expense of the Grantor, and, on the further condition that no change in the easement location shall be made without the approval of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and the City of Saint Paul, such approval not 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 the Grantor.

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

- A. In the event the easement granted herein is vacated, abandoned or discontinued in the manner required by law.
- B. In the event the building(s) in, upon or over which the easement is located shall be substantially destroyed or demolished and such building(s) shall not be repaired or reconstructed; Provided, however, that in the event such building(s) be reconstructed or replaced, Grantor, its successors and assigns agree that, without further consideration, a substitute easement of substantially equal convenience, area and general configuration shall be given. In the event the easement or any portion thereof is relocated, vacated or terminated under the provisions hereof, City shall furnish a release of such easement or portion thereof, to Grantor, its successors or assigns.
- C. In the event the Pedestrian Skyway System is so altered that the easement granted herein ceases to connect by public easement through a bridge across Fifth Street to the public easement in the block bounded by Fifth, Sixth, Cedar and Minnesota Streets, and through the Saint Paul Athletic Club Building and bridge across Cedar Street to the public easement in the block bounded by Fourth, Fifth, Wabasha and Cedar Streets.

Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement, Grantor, or its designee by separate agreement, shall be responsible for and/or provide for the cost of all repairs, improvements and replacements of the public way or Skyway Bridge and Pedestrian Concourse System as it passes through its building or on or over its land as described herein, it being understood that the aforesaid covenant shall run with the land.

Grantor reserves unto itself, its successors and assigns, the unconditional right and privilege of selling, conveying and transferring the Property described above or any interest therein. In the event of transfer of the Grantor's interest in the property, the Grantor (seller) transferor 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 Grantor (seller) contained in the Agreement which are thereafter to be performed; provided that the transferee fully and without limitation assumes in writing all duties, responsibilities and covenants of the Grantor hereunder.

2124645

TO HAVE AND TO HOLD said pedestrian easement for a public way or Skyway Bridge and Pedestrian Concourse System, together with all rights of ingress and egress appertaining thereto until the System is vacated or abandoned in the manner required by law, or terminated in accordance herewith.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 30th day of April, 19 81.

MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS

By Robert J. Zeller
Its Senior Vice President

By Charlotte Pasica
Its SECRETARY

11

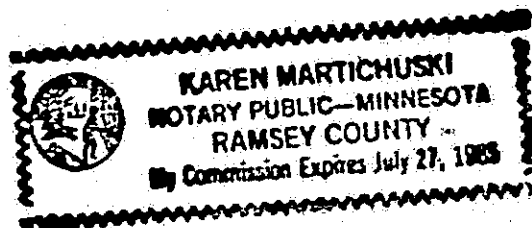
277259

2124645

(STATE OF MINNESOTA)
HENNEPIN) SS.
COUNTY OF ~~RAMSEY~~)

On this 30th day of April, 19 81, before me, a Notary Public within and for said County, appeared Robert J. Zeller and Charlotte E. Masica, to me personally known, who, being each by me duly sworn, did say that they are respectively the Senior Vice President and Secretary of MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a corporation organized and existing under the laws of the United States, and that said instrument was signed by authority of its Board of Directors, and said Robert J. Zeller and Charlotte E. Masica acknowledged said instrument was the free act and deed of said corporation.

Karen Martichuski
Notary Public



2124645

XXX
copy

*Recd
St Paul
to
Public*

RAMSEY

STATE OF MINNESOTA)
County of Ramsey) SS

Office of the County Recorder

This is to certify that the within instrument was filed for record in this office at St. Paul on the 25 day of Aug A.D. 1922 at 10:15 A.M. and that the same was recorded in Ramsey County Records as Doc. No. 2124645.

EUGENE H. GIBBONS
COUNTY RECORDER

By *Eugene H. Gibbons*

*Return to City Clerk
Room 308
Filed Abstract Only*

①

592126

T

Document# 2212578
Certified Filed On 06/10/2013 0800
Registrar of Titles, Ramsey County, MN
Certificate# 592126
6.1.5 782542BB

CCLRT Parcel 5D

DECLARATION

THIS DECLARATION ("Declaration") is made this 6th day of May, 2013, by Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Declarant") stating that it has a fee simple interest in the real property legally described in **Exhibit A** attached (cumulatively referred to as the "Restricted Property"):

And as owner of such interest, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

The Restricted Property is Counties Transit Improvement Board ("CTIB") financed property and is subject to all of the terms, conditions, provisions and limitations contained in those certain Grant Agreements between Declarant and the CTIB:

- CTIB Contract No. 1-2011-01,
- CTIB Contract No. 1-2010-04,
- CTIB Contract No. 1-2009-06,

and to the encumbrance created and requirements imposed by said Grant Agreements between the Declarant and the CTIB, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it except in compliance with the terms of the Grant Agreements or with the written approval of the CTIB, which approval must be evidenced by a written statement signed by the CTIB attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released there from by way of a written release in recordable form signed by CTIB, and such written release is recorded in the real estate records relating to the Restricted Property.


This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the CTIB. Declarant will file an executed copy of this Declaration

1-3

with the Ramsey County Registrar's Office, with the filing cost borne by the Declarant. This Declaration will be unlimited in duration without being re-recorded.


DECLARANT

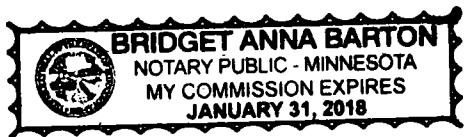
METROPOLITAN COUNCIL

By: 
Patrick P. Born
Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 6th day of May, 2013, by Patrick P. Born, Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Peter A. Hanf
Associate General Counsel
License No. 0268124
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

EXHIBIT A

Real property in Ramsey County, Minnesota, legally described as follows:

All of Tract A described below:

Tract A. Lots 3 and 4, and the northerly 125 feet of Lots 5 and 6, Block 19, 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; the title thereto being registered as evidenced by Certificate of Title No. 574285.

Together with all hereditaments and appurtenances belonging thereto. Subject to mineral rights and utility easements of record, if any.

CITY OF SAINT PAUL

CAPITAL OF MINNESOTA

Register of Deeds Office
Washington Co. Minn. 1859
5 blocks on 1/2 the area of plat of
town of St. Paul to be a true and correct copy
of said plat as recorded in Book 1 of
Town plats in this office
John S. Porter
Register of Deeds

Note: St. Peter, Wabasha, Cedar, Minnesota, Sibley, Waukuta,
4th 5th 6th 7th 8th 9th 10th 11th 12th 13th 14th 15th 16th 17th 18th 19th 20th
Street 21st, Robert St, Jackson St, Jackson St at
landing 1/2, at Third St 1/2 ft wide. All lots whose
dimensions are not indicated on the plat are 50 feet

City of St. Paul
County of St. Louis

On the 25th day of January 1859
personally appeared before me the undersigned
owner of lots in the town of St. Paul and ac-
knowledged the annex to be a true list of the
lots proposed according to the survey made
by J. D. Brunson.

David Lambert
Justice of the Peace

John W. Roberts
Justice of the Peace

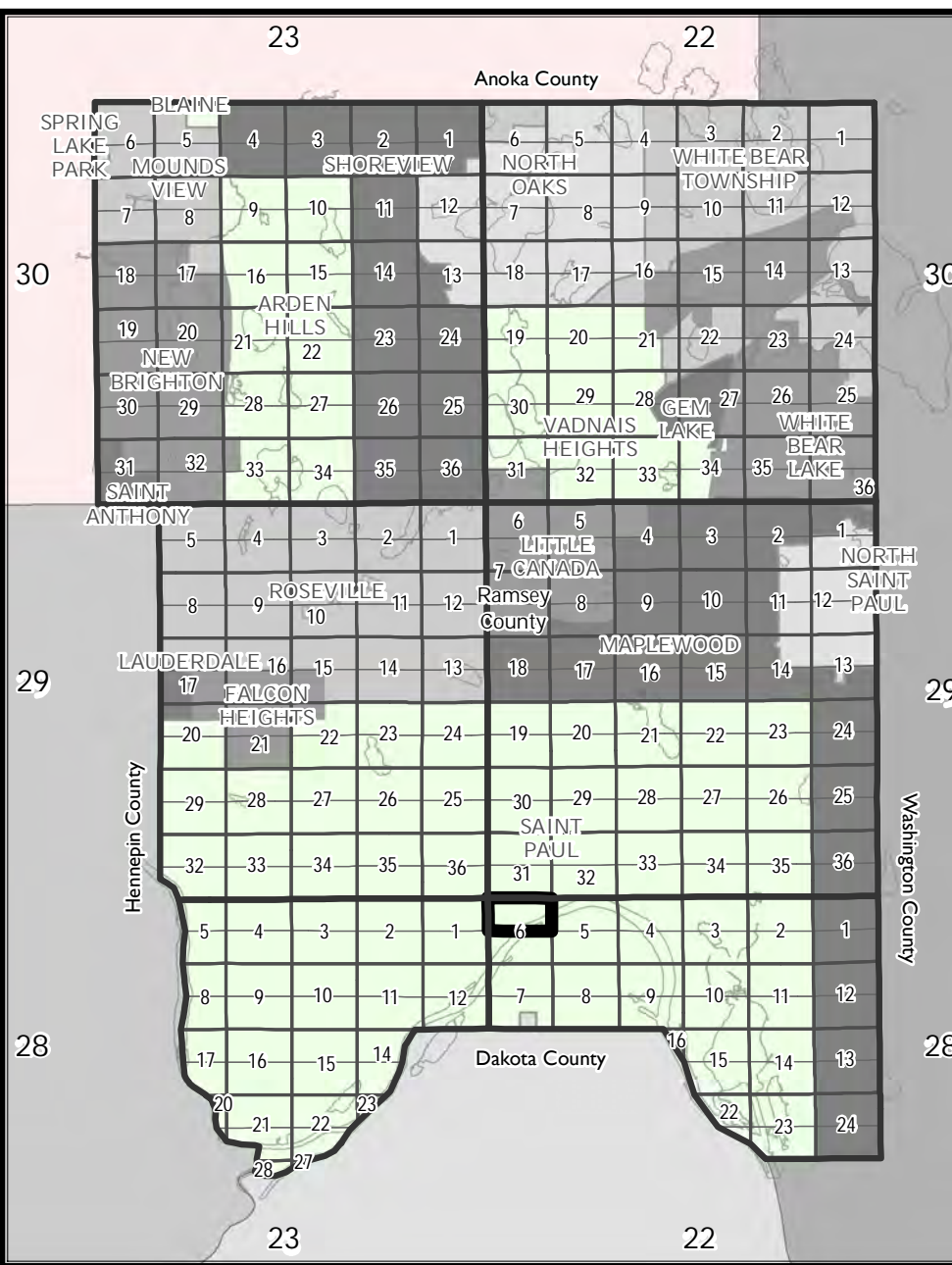
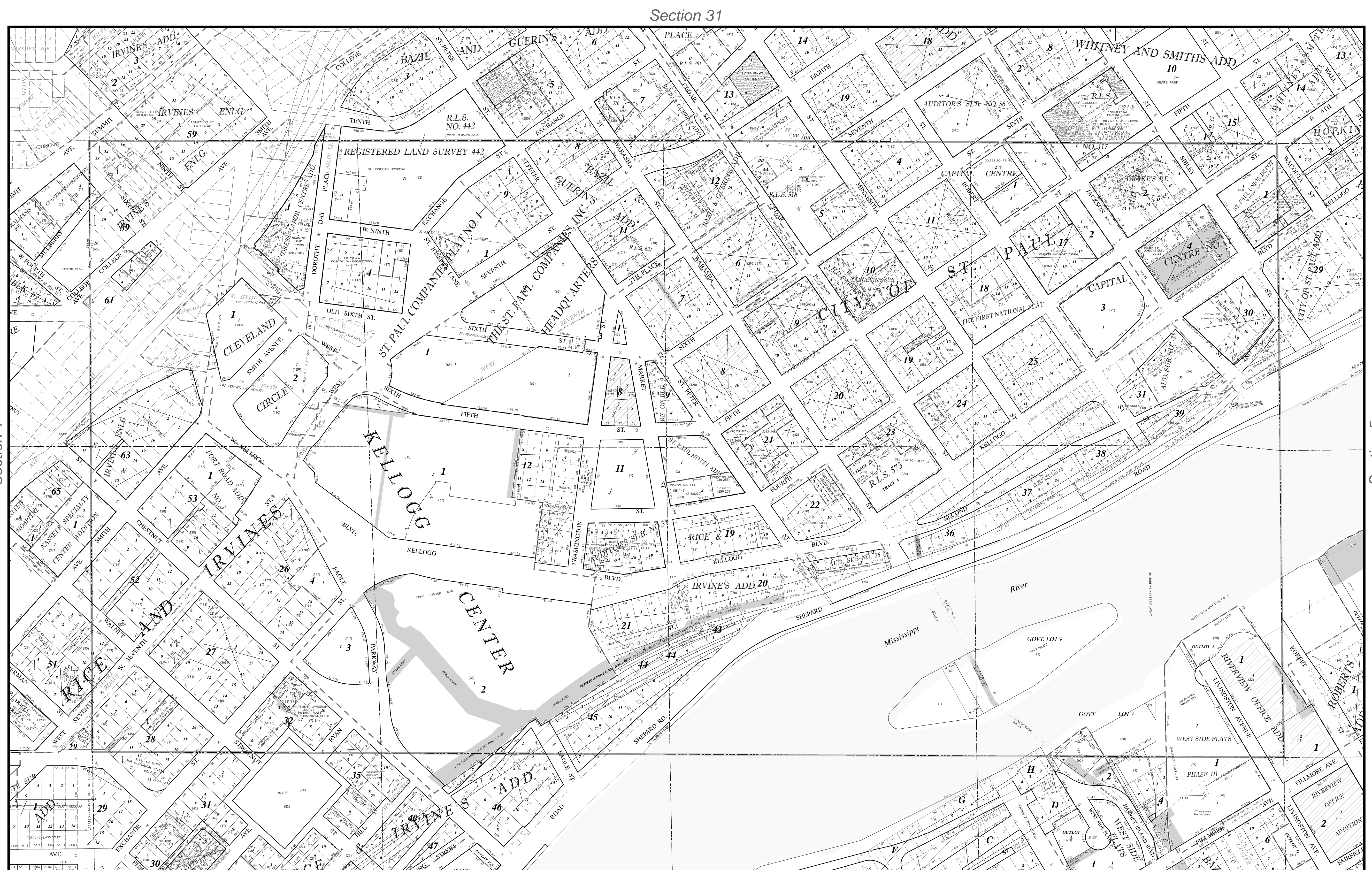
- John W. Roberts*
- David Lambert*
- John W. Brunson*
- Chas. L. Linton*
- Henry H. Sibley*
- J. W. Ross by Alexander his atty.*
- Ans. L. Linton*
- W. Henry Jones*
- J. W. Simpson*
- A. G. Rhodes*
- J. H. La Roche*
- J. B. Cole*
- Wm. Green*



Ramsey County, MN Tax Parcel Map

N 06-28-22

N. 1/2
Sec. 6
T. 28 N
R. 22 W
 4th Principal Meridian



The information on this map is a compilation of Ramsey County Records. THE COUNTY DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THIS DATA. The County disclaims any liability for any injuries, time delays, or expenses you may suffer if you rely in any manner on the accuracy of this data.

Produced by Ramsey County Assessor's Office
 11/30/2020
 651-266-2000
 AskPropertyTaxandRecords@co.ramsey.mn.us

RAMSEY COUNTY
 Working with you to enhance our quality of life

Legend			

1" = 200'
 1:2,400

0 100 200 Feet

N 06-28-22

Pay Property Tax

Pay Property Taxes

Online payment service is provided by CORE Business Technologies.
 You can pay by check, credit card or debit card.
 CORE Business Technologies charges a service fee which is applied directly to your payment.
 - E-check: \$1 per transaction
 - Credit card or debit card: 2.49% per transaction

For payment history, please see Tax Transaction History



01/16/2019

Summary View

Parcel ID 062822120100
Parcel Status Active
Property Address 360 CEDAR ST
 ST PAUL MN 55101-1102
Sec/Twp/Rng 06/28/22
Brief Tax Description CITY OF ST. PAUL SUBJ TO PEDESTRIAN WALKWAY ESMT IN DOC ...FOR ALLEY, LOT 3 & LOT 4 BLK 19
 (Note: Not to be used on legal documents)
Parcel Area 0.5969
Parcel Width 0 Feet
Parcel Depth 0 Feet
 (Note: Width and Depth represent buildable area of lot in the case of irregularly shaped lots)
Tax Classification 5E SPECIAL TAXING DISTRICT;
Homestead Status Non homestead
Roll Type Real Property
Municipality ST PAUL
District Code 0151
 For homestead vs non-homestead tax calc - use District code above - [click here](#)
School District ISD #625
Watershed CAPITOL REGION W/S
TIF District 0282-0 STP MN EVENTS DIST; 0282-0
Land Use Code 610 EXEMPT PROP. OWNED BY STATE OF MN
 * The Tax Classification is the Assessor Office's determination of the use of the property and is not the same as the property's zoning.
 * Please contact the zoning authority for information regarding zoning.
 * To determine whether your property is Abstract or Torrens, call 651-266-2050

Taxpayers

Please refer to disclaimer at bottom of this page

Type	Name	Address
Owner	Metropolitan Council	560 6th St Minneapolis MN 55411-4332

Tax Summary

For payment history, please see Tax Transaction History

	2024 Payable	2023 Payable	2022 Payable	2021 Payable	2020 Payable
Estimated Market Value	\$2,634,800	\$2,647,600	\$2,660,400	\$2,660,400	\$2,660,400
Taxable Market Value	\$0	\$0	\$0	\$0	\$0
Net Tax Amount					
+ Special Assessments					
= Total Taxes					
+ Penalty					
+ Interest					
+ Fees					
- Amount Paid					
= Outstanding Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Sales

Date	eCRV #	Sale Price	State Study Recommendation	State Study Reject Reason	Cnty Study Rec
2/1/1994	-	\$160,000	N		N
2/1/1994	-	\$640,000	N		N

State of Minnesota

The Property Tax Refund Program is administered by the State of Minnesota. For information regarding the program, please call 651-296-3781.

[Form M1PR\(Property Tax Refund\)](#)

Photos



01/16/2019

No data available for the following modules: Multi-Parcel Link, Current Tax Year, Delinquent Taxes, Special Assessments, Tax Transaction History, Statements and Notices.

The information in this web site represents current data from a working file which is updated daily (see Last Data Upload at bottom of page for the timing of the last update). Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use.

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[Last Data Upload: 3/22/2024, 7:37:53 AM](#)

[Contact Us](#)

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 Schneider
GEOSPATIAL