

EASEMENT AGREEMENT

This Easement Agreement (“Easement Agreement”) is made and entered into in Saint Paul, Minnesota as of July _____, 2024, by and between 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 (“HRA”) and Central Towers Limited Partnership, a Minnesota limited partnership (“Central Towers”).

RECITALS

WHEREAS, the HRA is the owner of that certain real property located in Ramsey County, Minnesota, legally described on Exhibit A attached hereto and made a part hereof (the “HRA Parcel”); and

WHEREAS, Central Towers is the owner of that certain real property located in Ramsey County Minnesota, legally described on Exhibit B attached hereto and made a part hereof (the “Central Towers Parcel”); and

WHEREAS, the HRA Parcel is subject to easements, encumbrances and agreements as described in Exhibit C attached hereto and made a part hereof (the “HRA Parcel Encumbrances”); and

WHEREAS, Central Towers has requested that the HRA grant to Central Towers an easement on the HRA Parcel for ingress, egress, and parking purposes; and

WHEREAS, in exchange, the HRA has requested a reciprocal access easement to allow the passage of vehicles and pedestrians over and through a portion of the Central Towers Parcel as well as certain maintenance obligations from Central Towers of the easement areas and the HRA is willing to grant such easements upon the terms and conditions stated in this Easement Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easements by HRA.** Subject to the termination provisions set forth in this Easement Agreement and the HRA Parcel Encumbrances, the HRA hereby grants and conveys to Central Towers, the following rights, and easements over and across the HRA Parcel:

a. Access Easement. A nonexclusive perpetual easement in common with others to use the HRA Parcel for the passage of vehicles and pedestrians for purpose of ingress and egress to and from the Central Towers Parcel to Wabasha Street as depicted on Exhibit D attached hereto (the “Access Easement”); provided the HRA reserves onto itself the nonexclusive right of continued use of the area covered by the Access Easement.

b. In-Line Parking Easement. A nonexclusive perpetual easement for ingress and egress and in-line vehicular parking of up to six vehicles at a time for use in connection with the Central Towers Parcel as depicted on Exhibit E attached hereto (the “In-Line Parking Easement”). The In-Line Parking Easement shall also include an easement for the installation, maintenance, and replacement of signage (at Central Towers’ sole cost and expense) upon the exterior of the parking ramp located on the HRA Parcel (the “Ramp”) and adjacent to the In-Line Parking Easement for the purpose of identifying the in-line parking for Central Towers’ use.

c. Ramp Parking Easement. A nonexclusive perpetual easement for use of six (6) non-assigned parking spaces in the Ramp at no cost for a term of twenty (20) years from the date of this Easement Agreement (the “Ramp Parking Easement”). Use of the Ramp Parking Easement shall be subject to the rules established by the Ramp operator and the HRA, as those rules are changed from time to time. For the avoidance of doubt, the HRA and Central Towers acknowledge and agree that the Ramp Parking Easement replaces any rights of Central Towers to utilize parking spaces within the Ramp pursuant to Section 5 of that certain Easement Agreement dated December 12, 1997, recorded February 12, 1998, as Document No. 3040342.

d. Reservation of Rights. The parties acknowledge that the HRA owns the Ramp and that from time to time it may become necessary for the HRA to have access to portions of the HRA Parcel in order to make repairs or replacements to the Ramp which may temporarily limit the rights and easements conveyed in this Easement Agreement. Upon fourteen-days’ prior written notice from the HRA or the Ramp operator to Central Towers and to facilitate the making of repairs or replacements to the Ramp, Central Towers agrees the easements granted hereunder may be temporarily limited as required by the HRA in making such repairs or replacements. The HRA and Central Towers shall work together in good faith to allow Central Towers to continue to access the Central Towers Parcel over the HRA Parcel during any such repairs or replacements while accommodating the HRA’s construction and/or maintenance schedule. The HRA agrees to repair any damage to the HRA Parcel caused by such repairs or replacements.

2. **Grant of Access Easement by Central Towers.** Subject to the termination provisions set forth in this Easement Agreement, Central Towers hereby grants and conveys to the HRA, the following rights and easement over and across the Central Towers Parcel:

a. Access Easement. A nonexclusive perpetual easement in common with others to use the Central Towers Parcel for the passage of vehicles and pedestrians for purpose of access over and through the Central Towers Parcel as depicted on Exhibit F attached hereto (the “Reciprocal Easement”); provided Central Towers reserves onto itself the exclusive right of continued use of the area covered by the Reciprocal Easement, including for access to the building located upon the Central Towers Parcel, deliveries, trash receptacle storage, trash removal, and in-line parking, each in the normal and ordinary course consistent with prior usage.

b. **Reservation of Rights.** The parties acknowledge that, from time to time, it may become necessary for Central Towers to have access to portions of the Central Towers Parcel in order to make repairs or replacements to its building which may temporarily limit the rights and easements conveyed in this Easement Agreement. Upon fourteen-days' prior written notice from the Central Towers to the HRA, the HRA agrees the easement granted hereunder may be temporarily limited as required by Central Towers in making such repairs or replacements. The HRA and Central Towers shall work together in good faith to allow the HRA to continue to access the HRA Parcel over the Central Towers Parcel during any such repairs or replacements while accommodating the Central Towers' construction and/or maintenance schedule. Central Towers agrees to repair any damage to the Central Towers Parcel caused by such repairs or replacements.

3. **Duration.** Except for the Ramp Parking Easement the duration of which is set forth above, the rights and easements granted herein by the HRA to Central Towers and by Central Towers to the HRA, begin on the date hereof and shall remain in effect for the life of the current structures on the Central Towers Parcel. All rights and easements granted herein shall terminate as of the date the structures on the Central Towers Parcel are substantially destroyed or damaged by any means and Central Towers has not provided to the HRA written notice of intent to restore within one hundred eighty days or Central Towers has not commenced restoration within one year after such destruction or damage.

4. **Indemnity.** Central Towers hereby agrees to indemnify, defend, and hold the HRA harmless from and against every demand, claim, cause of action, judgment, and expense (including reasonable attorneys' fees) and all loss and damage, including damage or injury to persons or property, arising from use of the HRA Parcel by Central Towers, its agents, employees, or contractors. The HRA hereby agrees to indemnify, defend, and hold Central Towers harmless from and against every demand, claim, cause of action, judgment, and expense (including reasonable attorneys' fees) and all loss and damage, including damage or injury to persons or property, arising from use of the Central Towers Parcel by the HRA, its agents, employees, or contractors.

5. **Insurance.**

a. Central Towers shall acquire and keep in effect during the term of this Easement Agreement at its sole cost comprehensive general liability insurance, including personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$2 million per occurrence or in such other amounts as reasonably requested by the HRA from time to time. Such insurance shall name the HRA and the City of Saint Paul, Minnesota (City) as an additional insured and be written on an occurrence form policy basis. Central Towers shall place the insurance with a responsible insurance company authorized and licensed to do business in the State of Minnesota and approved by the HRA and shall deliver copies of the policies to the HRA on the date of Central Towers' execution of this Easement Agreement and by each renewal date thereafter. The policies required in this paragraph shall be endorsed to indicate that the insurer shall not cancel or change the insurance without first giving the HRA 30 days' written notice. Each coverage afforded the HRA and City shall expressly include the duty to defend and duty to indemnify the HRA and City.

b. The HRA is a self-insured entity under the laws of the State of Minnesota.

6. **Maintenance and Snow Removal.** The HRA shall not be responsible for maintaining, improving, or repairing any damage to the HRA Parcel caused by any event nor shall the HRA be responsible for snow and ice removal. Central Towers shall, at its expense, maintain the area within the In-Line Parking Easement, including ordinary resurfacing and snow and ice removal. Central Towers shall, at its expense, be responsible for maintaining any signage installed pursuant to Section 1(b) in good condition and repair. Central Towers shall, at its expense, maintain the Reciprocal Easement in ordinary condition and repair. Neither party shall have responsibility for snow and ice removal of the Reciprocal Easement, but either party may clear such areas of ice and snow. In the event that certain Easement Agreement entered into between the HRA and Minnesota Public Radio related to the Access Easement and recorded March 13, 2019, as Document No. T02635058, is terminated for any reason, following written notice from the HRA of such termination, Central Towers agrees to be responsible, at its expense, for maintenance of the Access Easement, including ordinary resurfacing or snow and ice removal.

7. **Repairs.** In the event that Central Towers, its agents, employees, or contractors cause any damage to the HRA Parcel (reasonable wear and tear excepted), then Central Towers shall be responsible at its own expense for repairing such damage. In the event that the HRA, its agents, employees, or contractors cause any damage to the Central Towers Parcel (reasonable wear and tear excepted), then the HRA shall be responsible at its own expense for repairing such damage.

8. **Legal Effect.** Each of the easements and rights created by this Easement Agreement are appurtenant to the Central Towers Parcel and the HRA Parcel and constitute covenants running with the land and may not be transferred, assigned, or encumbered except as an appurtenance to such parcels.

9. **Notice.** Any statement of expense, notice, demand or request which either party is required 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 such 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:

Central Towers Limited Partnership
c/o Senior Housing Partners
2823 Hamline Avenue N.
Roseville, MN 55113
Attn: _____

Or following any conveyance of the Central Towers Parcel, notice shall be given to the address to which tax statements are sent as set forth on the recorded vesting deed.

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota
1300 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102
Attn: Parking Manager

With a copy to:
City Attorney Office
400 City Hall and Court House
15 West Kellogg Boulevard

Saint Paul, Minnesota 55102
Attn: HRA Attorney

10. **Compliance with Laws; Negative Covenants.** It is the responsibility of Central Towers in the use of the HRA Parcel to comply with all laws, rules, regulations, ordinances, and resolutions imposed by any federal, state, or local jurisdiction affecting the use of the HRA Parcel. In addition, except for use of the In-Line Parking Easement, the driving lanes of the HRA Parcel shall at all times remain open and unobstructed for fire, ambulance and emergency vehicles. Central Towers agrees that at no time will any trucks or other vehicles using the HRA Parcel block or obstruct any public sidewalk or street. Central Towers agrees not to construct any fences, barriers, structures, or other improvements or place or affix any signs on the HRA Parcel (except as explicitly permitted under this Agreement and subject to the terms of this Agreement). It is the responsibility of the HRA in the use of the Central Towers Parcel to comply with all laws, rules, regulations, ordinances, and resolutions imposed by any federal, state, or local jurisdiction affecting the use of the Central Towers Parcel.

11. **Default by Central Towers and HRA's Remedies.**

a. Default. Central Towers shall be in default under this Easement Agreement if it fails to fulfill or observe any obligation, duty, covenant, or agreement contained within this Easement Agreement ("Central Towers Event of Default") and such failure continues for thirty (30) days (or such longer period necessary to complete work which cannot reasonably be completed within 30 days) following written notice of such default by the HRA to Central Towers, or its successors and assigns. . In order to entitle the HRA to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

b. Remedies. Whenever a Central Towers Event of Default exists under this Easement Agreement, the HRA may take any one or more of the following remedial steps:

- i. The HRA may terminate the In Line Parking Easement, the Ramp Easement, or the Access Easement.
- ii. The HRA may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any obligation, duty, agreement, covenant, representation, or warranty of Central Towers under this Easement Agreement, or to otherwise compensate the HRA for any damages on account of such Central Towers Event of Default.

The HRA is entitled to recover its reasonable attorneys' fees and costs in the enforcement of any of its remedies hereunder. No remedy conferred upon or reserved to the HRA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Central Towers Event of Default shall impair any such right or power, nor shall be construed to be

a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

12. **Default by HRA and Central Towers' Limited Remedy.** If the HRA fails to fulfill or observe any obligation, duty, covenant, or agreement contained within this Easement Agreement ("HRA Event of Default") and such failure continues for thirty (30) days (or such longer period necessary to complete work which cannot reasonably be completed within 30 days) following written notice of such default by Central Towers to the HRA, then Central Towers' sole remedies shall be an action to enforce performance and observance of the obligation of the HRA or to terminate the Reciprocal Easement. In order to entitle Central Towers to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Central Towers has no right to make any claim for any damages of any kind against the HRA and Central Towers' remedies are strictly limited to the foregoing. No delay or omission to exercise any right or power accruing upon any HRA Event of Default shall impair any such right or power, nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

13. **Miscellaneous.**

a. Severability. If any provision of this Easement Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement 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 Easement Agreement will be valid and enforceable to the fullest extent permitted by law.

b. Governing Law, Jurisdiction and Venue. This Easement Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota without regarding to its conflict and choice of law rules. Any litigation arising out of this Easement Agreement or its breach will be venued exclusively in Ramsey County District Court, Second Judicial District, State of Minnesota. Central Towers hereby consents to personal jurisdiction and venue in the foregoing court.

c. Captions. The captions of the paragraphs of this Easement Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

d. Time. Time is of the essence of this Easement Agreement.

e. Binding Effect. The provisions of this Easement Agreement will be binding on and inure to the benefit of Central Towers and the HRA and their respective successors and assigns.

f. No Partnership. Nothing contained in this Easement 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, joint venture, or any association between the parties.

g. Entire Agreement. The parties acknowledge that this Easement Agreement represents the full and entire agreement of the parties relating to the use of the HRA Parcel. This Easement Agreement supersedes and replaces any prior agreements, written and verbal, and any amendments or modifications to this Easement Agreement must be in writing and executed by both parties to be effective.

h. Waiver. No waiver of any default by either party will be implied from the failure by either party to take action in respect of such default.

i. Title. The HRA makes no representations or warranties of title. Central Towers is relying on its own investigation and inspection of title.

j. Condition of HRA Parcel. The HRA makes no representations or warranties as to the condition of the HRA Parcel. Central Towers acknowledges that it is relying on its own investigation and inspection as to the condition of the HRA Parcel and assumes all risk of personal injury and property damage resulting from the use of the HRA Parcel by Central Towers, its agents, employees or contractors. Central Towers releases and agrees not to sue the HRA or the City of Saint Paul for any claims arising out of the condition of the HRA Parcel at any time prior to, on, or after the date of this Easement Agreement.

k. Condition of Central Towers Parcel. Central Towers makes no representations or warranties as to the condition of the Central Towers Parcel. The HRA acknowledges that it is relying on its own investigation and inspection as to the condition of the Central Towers Parcel and assumes all risk of personal injury and property damage resulting from the use of the Central Towers Parcel by the HRA, its agents, employees or contractors. The HRA releases and agrees not to sue Central Towers for any claims arising out of the condition of the Central Towers Parcel at any time prior to, on, or after the date of this Easement Agreement.

l. Recording of Affidavit Upon Termination. Upon termination of this Easement Agreement in any manner specified herein, either party may submit an affidavit from its legal counsel or officer evidencing such termination, and such affidavit shall constitute prima facie evidence of the facts set forth therein and may be recorded in the Ramsey County Office of the County Recorder and/or the Ramsey County Office of the Registrar of Titles.

[Signatures appear on the following pages.]

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

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

By _____
Its Executive Director

By _____
Its Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of July, 2024, by Nicolle Goodman, the Executive Director of 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, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of July, 2024, by Rebecca Noecker, the Chair of 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, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT A
(HRA Parcel)

All of Lots 7 and 8, Block 7, Bazil and Guerin's Addition, except that part replatted as Common Interest Community Number 646, Fitzgerald Condominiums and described as follows:

Beginning at the most westerly corner of said Lot 7; thence South 34 degrees 34 minutes 00 seconds East along the southwesterly line of said Lot 7 a distance of 3.44 feet; thence North 40 degrees 10 minutes 30 seconds East a distance of 2.90 feet; thence North 49 degrees 49 minutes 30 seconds West a distance 1.15 feet; thence North 38 degrees 44 minutes 37 seconds East a distance of 23.03 feet, thence South 47 degrees 18 minutes 28 seconds East a distance of 0.15 feet; thence North 42 degrees 41 minutes 32 seconds East a distance 1.00 feet; thence North 47 degrees 18 minutes 28 seconds West a distance of 0.70 feet; thence North 42 degrees 41 minutes 32 seconds East a distance of 17.15 feet; thence North 34 degrees 15 minutes 35 seconds West a distance of 2.67 feet to the northwesterly line of said Lot 8; thence southwesterly along the north line of said Lots 8 and 7 to the point of beginning.

(Torrens Property)

And

Lot 9, Block 7, Bazil and Guerin's Addition to Saint Paul

And,

All that part of Lots 2 and 3, Block 7, Bazil and Guerin's Addition to Saint Paul lying southeasterly of the boundary line established by Boundary Agreement dated July 10, 1906, filed August 22, 1906, in Book 55 Miscellaneous, page 507, said boundary line described as follows:

Commencing at a point on dividing line between said Lot 3, and Lot 9 in said block (as said line is established in "M" Misc 536) 113.85 feet N'Iy from N'Iy line of 9th St. (said distance being measured on said dividing line) thence E'Iy and at an angle of 86° 17 1/2' from said line dividing Lots 3 and 9 (said angle being measured on S'Iy side of the boundary line about to be described) a distance of 107 .26 feet, thence 87°22' to the left a distance of 5 feet, thence 92°38' to the right, a distance of 91. 7 4 feet to the point on W'Iy line of Cedar St. (as said Cedar St. is laid out through said Block 7) a distance of 85.88 feet (measured on said W'Iy line of Cedar Street) N'Iy from N line of 9th St. thence E'Iy along said boundary line herein established produced to W'Iy line of Cedar St. as said Cedar St. is now used, a distance of 2 feet, more or less.

Except that part of said Lot 2 which was acquired by the City of Saint Paul for Cedar Street.

(Abstract Property)

And

That part of the northwesterly half of vacated Ninth Street which accrues to Lots 2, 3, 7, 8, and 9, Block 7, Bazil and Guerin's Addition to Saint Paul, Ramsey County, Minnesota, lying southwesterly of Cedar Street and lying northeasterly of the following described line:

Commencing at the most Northerly corner of Lot 1 of Block 12, Bazil and Guerin's Addition to St. Paul; thence Southeasterly 99.15 feet as measured along the Northeasterly line of said Lot 1 to the point of beginning; thence deflecting to the right 105 degrees 37 minutes 51 seconds to the long chord of a 353.30 foot radius curve, concave to the North, having a central angle of 30 degrees 24 minutes 10 seconds, a long chord length of 185.28 feet, for an arc distance of 187.47 feet, thence deflecting to the right 15 degrees 12 minutes 05 seconds, a tangent distance of 39.47 feet, thence deflecting to the left 15 degrees 25 minutes 15 seconds to the long chord of 181.27 foot radius curve, concave to the South, having a central angle of 30 degrees 50 minutes 30 seconds, a long chord length of 96.40 feet, for an arc distance of 97.58 feet, thence deflecting to the left 15 degrees 25 minutes 15 seconds a distance of 24.20 feet more or less to its intersection with the Southwesterly line of Lot 7, Bazil and Guerin's Addition to St. Paul, said intersection point begin 142.68 feet Southeasterly to the most Westerly corner of said Lot 7, and there said line terminates.

And, That part of the Southeasterly Half of vacated 9th Street lying southwesterly of Cedar Street and northwesterly of the following described line:

Commencing at the North ¼ corner of Section 6, Township 28, Range 22, Ramsey County, Minnesota; thence South 89 degrees 58 minutes 02 seconds West, assumed bearing along the north line of said Section 6, a distance of 26.98 feet; thence South 53 degrees 40 minutes 34 seconds West 44.12 feet; thence South 36 degrees 19 minutes 26 seconds East 20.00 feet to the point of beginning of said line to be described; thence North 36 degrees 19 minutes 26 seconds West 20.00 feet; thence North 53 degrees 40 minutes 34 seconds East 245.00 feet and said line there terminating.

EXCEPT, That part of the Northwesterly Half of vacated 9th Street lying northerly of 7th Street and southeasterly of the following described line:

Commencing at the North ¼ corner of Section 6, Township 28, Range 22, Ramsey County, Minnesota; thence South 89 degrees 58 minutes 02 seconds West, assumed bearing along the north line of said Section 6, a distance of 26.98 feet; thence South 53 degrees 40 minutes 34 seconds West 44.12 feet; thence South 36 degrees 19 minutes 26 seconds East 20.00 feet to the point of beginning of said line to be described; thence North 36 degrees 19 minutes 26 seconds West 20.00 feet; thence North 53 degrees 40 minutes 34 seconds East 245.00 feet and said line there terminating.

(Abstract Property)

Property Address: 475 Cedar Street, Saint Paul MN 55101

EXHIBIT B
(Central Towers Parcel)

Real property in the City of St Paul, County of Ramsey, State of Minnesota, described as follows: That part of Lot 3 in Block 7, Bazil & Guerin's Addition to Saint Paul (also referred to as Bazille & Guerin's Addition to Saint Paul), according to the original plat thereof on file and of record in the office of the Register of Deeds of Ramsey County, Minnesota, described as follows:

Beginning at a point in the dividing line between Lots 9 and 3 in said Block 7 of said Bazille & Guerin's Addition (as determined by Agreement in "M" Miscellaneous 536) at a distance of 113.85 feet Northwesterly from the intersection with said dividing line of Lots 9 and 3 with the Northerly line of Ninth Street in the City of St. Paul; thence continuing Northwesterly along said dividing line a distance of 5 feet; thence along the following Line "B", which line extends from said point Northeasterly at an angle of 93 degrees, 57 1/2 minutes to the right from the Northwesterly direction of said Southwesterly line of Lot 3 to the point of intersection with the following Line "A":

Line A

The beginning of Line "A" is a point on the Northwesterly line of said Lot 3 (which line is also the Southerly line of Exchange Street) distant 4.73 feet Northeasterly of the most Westerly corner of said Lot 3, and the line extends from said point Southeasterly at an angle of 83 degrees, 2 1/2 minutes measured to the right from the Northeasterly direction of said Northwesterly line of Lot 3 to the point where said line intersects above described Line "B", which point of intersection is the end of Line "A" described herein.

Thence along said Line "A" to the Northwesterly line of said Lot 3; thence Northeasterly along the said Southerly line of Exchange Street a distance of 116.68 feet to a point; thence Southeasterly at an angle of 91°36' turned counterclockwise from said Southerly line of Exchange Street a distance of 72.73 feet to a point; thence Northeasterly at right angles 25.37 feet to a point; thence Southeasterly at right angles 14.50 feet to a point; thence Southwesterly at right angles 3.67 feet to a point; thence Southeasterly at right angles 58.89 feet to a point in the line as established by Agreement dated July 10, 1906, and recorded in Book 55 of Miscellaneous, page 507; thence Southwesterly along said Agreement line a distance of 19.63 feet to a point; thence Southeasterly along said Agreement line a distance of 5 feet; thence Southwesterly along the line established by said Agreement a distance of 107.36 feet to the place of beginning.

(Abstract property)

Property Address: 20 Exchange Street E., Saint Paul MN 55101

EXHIBIT C
(HRA Parcel Encumbrances)

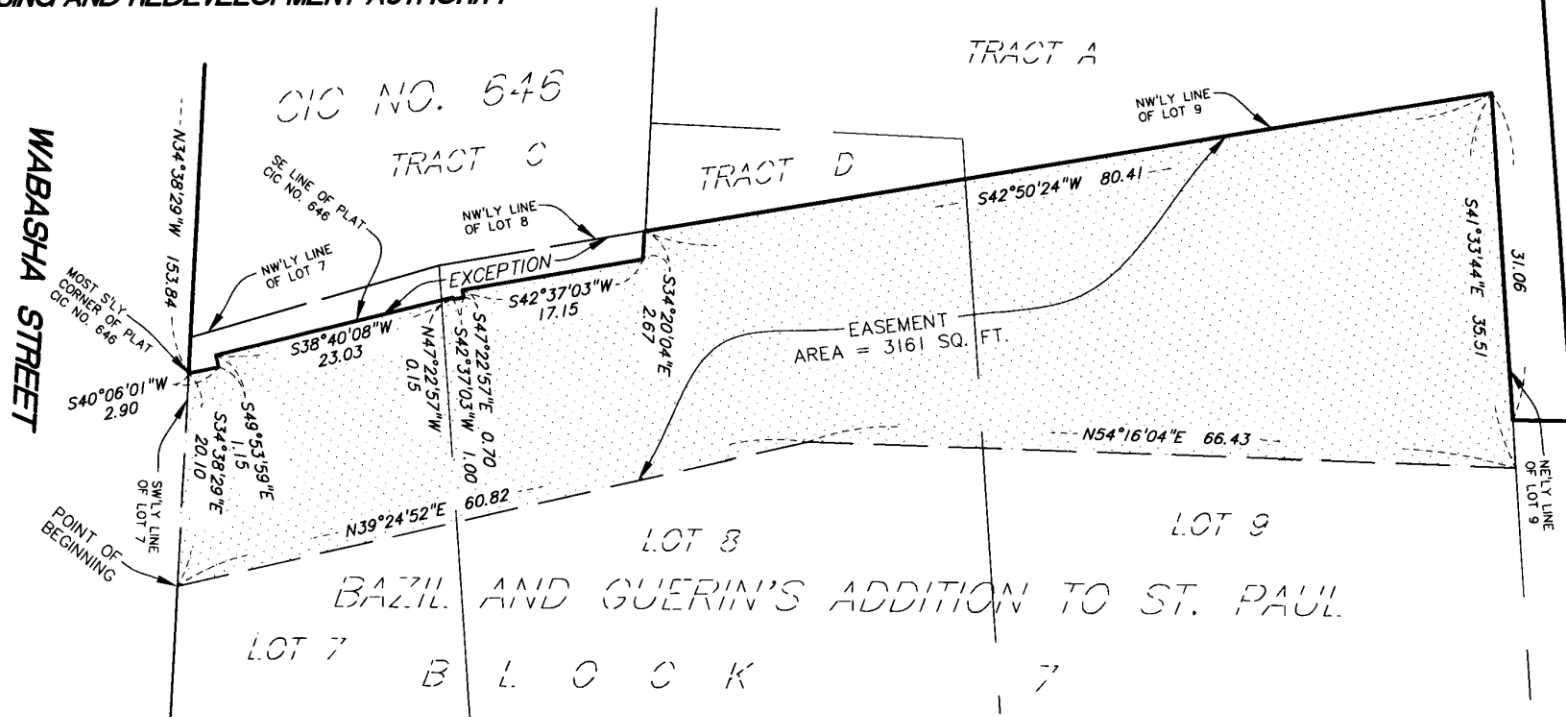
1. Those matters appearing on Certificate of Title No. 556055.
2. Those matters filed of record in the Office of the Ramsey County Recorder.
3. Those matters shown on a survey of the HRA Parcel.

EXHIBIT D
(Location of Access Easement)

[Depiction of Access Easement contained on the following page.]

**EASEMENT SKETCH FOR:
HOUSING AND REDEVELOPMENT AUTHORITY**

R . L . S . N O . 3 7 0



PROPOSED DESCRIPTION OF EASEMENT

An easement over, under and across that part of Lots 7, 8 and 9, Block 7, of Bazil and Guerin's Addition to St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying northwesterly of a line described as commencing at the most southerly corner of Common Interest Community Number 646, Fitzgerald Condominiums, according to the recorded plat thereof, Ramsey County; thence South 34 degrees 38 minutes 29 seconds East, assumed bearing, along the southwesterly line of said Lot 7 a distance of 20.10 feet to the point of beginning of the line to be described; thence North 39 degrees 24 minutes 52 seconds East 60.82 feet; thence North 54 degrees 16 minutes 04 seconds East 66.43 feet to the northeasterly line of said Lot 9 and said line there terminating, except that part of said Lots 7 and 8 lying within said Common Interest Community Number 646, Fitzgerald Condominiums.

GENERAL NOTE

Survey coordinate basis: Ramsey County Coordinate System



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

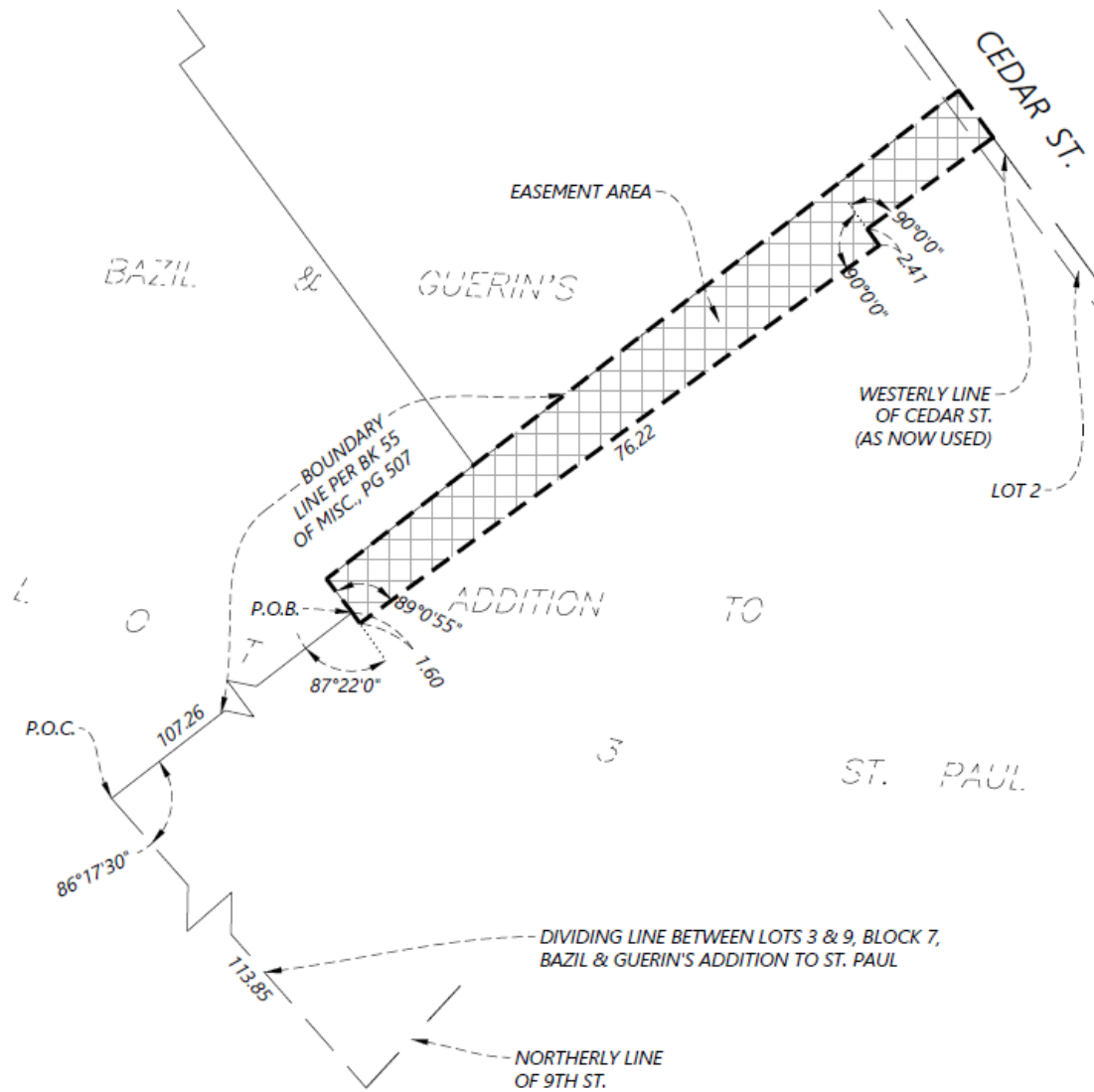
Dated this 13th day of February, 2019

SUNDE LAND SURVEYING, LLC

By: *Leonard F. Carlson*
Leonard F. Carlson, P.L.S. Minn. Lic. No. 44890

SUNDE LAND SURVEYING
9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com

EXHIBIT E
(Location of the In-Line Parking Easement)



EXCHANGE STREET (FKA NIN)
(PUBLIC STREET)

SOUTHERLY LINE OF EXCHANGE STREET

TREE GRATE (TYP.)

SIDWALK

NORTHWESTERLY LINE OF LOT 2

PID: 312922340205
CENTRAL TOWERS
20 EXCHANGE STREET E
ST. PAUL, MN 55101

Reciprocal Easement

WESTERLY LINE OF CEDAR STREET

COURTYARD

SEE DETAIL

LOADING DOCK

AC UNIT AREA

RAMP

LINE PER BK 55 OF MISC., PG 507

MAG N&S WITH 2.86FT WEST 0.10FT NORTH OF PROPERTY CORNER

LINE PER BK 55 OF MISC., PG 507

EX 11) EASEMENT MODIFICATION AGREEMENT PER DOC NO. 127729

EX 16) ENCROACHMENT EASEMENT AGREEMENT PER DOCUMENT NO. 2483680

EX 17) PERMANENT OVERHANG EASEMENT PER DOCUMENT NO. 3048342

EX 21) BUILDING ENCROACHMENT AGREEMENT PER DOCUMENT NO. A04708750

TRACT A

370

ST. PAUL

PID: 312922340204
EXCHANGE STREET HOLDINGS LLC