

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement (“Agreement” or “Easement Agreement”) is entered into between the Ramsey County Regional Railroad Authority (“RCRRA” or “Grantor”), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation (“City” or “Grantee”), as of the ____ day of ____, 2018.

Recitals

- A. RCRRA is the fee owner of that certain parcel of land located in the City of Saint Paul, County of Ramsey, State of Minnesota (“RCRRA Property”), as legally described on attached Exhibit A, and as generally depicted or indicated on attached Exhibit B. The RCRRA Property together with adjacent real property of RCRRA is improved as a multi-modal transit and transportation facility referred to as Union Depot which includes a building and other improvements providing facilities for transportation services and parking (collectively “Union Depot”).
- B. City owns and maintains a lift station and storm sewer and sanitary sewer system located in the area shown on attached Exhibit B. The lift station is located on City owned property (“City Property”), and a storm sewer with manholes and related improvements are located on and within the RCRRA Property in the area of Vacated Broadway Street and pursuant to an existing easement in favor of City as grantee recorded in the office of the Ramsey County Recorder as Document No. 561981 and in the office of the Ramsey County Registrar as Document No. ____ (“Existing Easement”).
- C. City is undertaking City Project No. 18-S-2041 (the “Project”) to construct a new flood pumping station, back-up power generator system and also to rehabilitate the existing lift station system and to use the storm and sanitary sewer system previously constructed in Vacated Broadway pursuant to the Existing Easement (collectively, the “Facilities”).
- D. In connection with the Project, RCRRA and City desire and intend that RCRRA, as Grantor, grant to City, as Grantee, a permanent easement (“Easement”) on, over, under and across a portion of the RCRRA Property as legally described on attached Exhibit C (“Additional Easement Area”) to enable City to construct the Project and to have, maintain, repair and replace the Facilities.
- E. The Existing Easement encumbers as portion of the RCRRA Property within the Additional Easement Area, additional RCRRA Property that is not within the Easement Area (“Additional Existing Easement Area”) and land that is not within the area of the RCRRA Property (“Third Party Land”).

- F. RCRRA and City desire and intend that this Agreement replace and supersede the Existing Easement with respect to the real property included in the Additional Easement Area and the Additional Existing Easement Area (together the “Easement Area”).
- G. RCRRA and City also desire and intend that RCRRA grant to City a temporary easement over and across a portion of the RCRRA Property (“Temporary Easement Area”) as legally described on attached Exhibit C for staging, storage and access purposes for the work to complete the Project (“Temporary Easement”).

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and covenants below and other good and valuable consideration, RCRRA and City agree as follows:

1. Grant of Easements. RCRRA, as Grantor, hereby grants to City, as Grantee, easements as follows:
 - a. Permanent Easement. Grantor grants to Grantee a permanent non-exclusive Easement (the “Easement”) to use the Easement Area for and only for the purpose of the Project as further described in attached Exhibit D, to have the Facilities within the Easement Area, as shown on Exhibit D (including as already situated within the Additional Existing Easement Area), and to maintain, repair, and replace the Facilities located within the Easement Area, all subject to the terms, conditions and requirements stated in this Agreement, including the Exhibits, which are incorporated in this Agreement and made a part hereof as if explicitly set forth herein.
 - b. Temporary Easement. Grantor grants to Grantee a temporary easement (“Temporary Easement”) to use the Temporary Easement Area for the purpose of staging, storage and access in connection with the construction of the Project, all subject to the terms, conditions and requirements stated in this Agreement.
 - c. Replacement of the Existing Easement. With respect to the RCRRA Property this Agreement replaces and supersedes the Existing Easement in its entirety.
2. Non-Exclusive. This grant of easements is non-exclusive, and grants to Grantee no right, title, or interest in the Easement Area, Temporary Easement Area, or any of the RCRRA Property except as set forth herein. (The term “Easement Areas” means the Easement Area and the Temporary Easement Area together.)
3. Term. The term of the Easement is perpetual, subject to the termination provisions set forth in Section 15 below. The Temporary Easement expires upon substantial completion of the construction portion of the Project. The term of the Easement and of the Temporary Easement shall commence upon the effective date of this Agreement stated above (it being agreed and understood that this Agreement replaces and supersedes the Existing Easement upon that effective date, except that construction of the Project by Grantee shall not

commence until the conditions set forth in Section 7 below are satisfied. Notwithstanding the foregoing, Grantor acknowledges that utility work by Xcel may commence as soon as the date of this Agreement (which utility work is subject to the requirements of Section 7 below and the other terms and conditions of this Agreement. Grantee shall provide Grantor with notice at least 14 days in advance of the commencement of utility work on any of the Easement Areas for the Project. The notice shall describe the area in which the work will take place and whether there will be any effect on pedestrian or vehicle use of the Union Depot Driveway and if there will be an effect the plan for managing the effect to prevent material interference with pedestrian and vehicle use of the Union Depot Driveway.

4. As Is Where Is. Grantee has inspected the RCRRA Property on _____ (the “Inspection Date”) and finds the Easement Areas suitable for its purposes in the condition as of the Inspection Date. Grantor makes no promises or warranties of any kind whatsoever regarding the title or condition of the Easement Areas or the suitability of the Easement Areas for Grantee’s purposes. In connection with this Agreement and the Easements granted herein, Grantor will not be obligated to undertake any improvements or make any repairs to the RCRRA Property nor shall this Agreement be interpreted to cause Grantor to have any obligation to Grantee whatsoever for the care or condition of the RCRRA Property during the term of this Agreement.
5. Alterations. Except as shown or stated on attached Exhibit D Grantee may not make any alterations or changes to the Easement Areas beyond those described in Exhibit D without the express written consent of Grantor, and any Facilities installed in any of the Easement Areas by Grantee shall, upon termination of this Easement and in the sole option of Grantor, become the property of Grantor, except that immediately upon termination of the Easement, if requested by Grantor Grantee shall remove the Facilities. Exhibit D provides the plans and specs for the Project, and have been reviewed by Grantor as of the date of this Agreement. The anticipated schedule for the Project is for construction to start in August, 2018, and be substantially complete (all underground work, pump system features, electrical controls and the building to be installed (as further provided in Section 7 below) by November, 2018. Final completion (storm pump installation and punch list items) is anticipated by March, 2019. Grantee shall keep Grantor informed regarding material modifications of the plans and specs in Exhibit D and changes to the schedule and shall notify Grantor in advance of any needed adjustments to the traffic control plan (as provided in Section 8 below) and shall consult with Grantor regarding the adjustments and Grantor and Grantee shall make the adjustments as reasonably necessary and subject to the requirements of Section 8 and otherwise as required in this Agreement.
6. Restoration. Upon termination of the Temporary Easement, Grantee shall restore the Temporary Easement Area to its condition immediately prior to the entry of Grantee onto the Temporary Easement Area pursuant to this Agreement. Upon completion of the Project, Grantee shall restore the Easement Area to its condition immediately prior to the Commencement Date, except as may be modified as shown in attached Exhibit D.

7. Maintenance and Notice. Grantee shall not commit or cause any waste, damage, or injury to any of the Easement Areas, and shall at its sole cost and expense repair any damage of any kind to any of the Easement Areas caused by, or in connection with Grantee's use or occupancy of any of the Easement Area or Temporary Easement Area pursuant to this Agreement. (The presence of the Facilities shall not be considered as waste, damage or injury.) The Facilities include the installation of a building on the Easement Area. Grantee shall keep the building, including the exterior, in good condition and order, promptly repairing any damage or degradation of the exterior, including removal (or equivalent remedy with respect to) graffiti. Grantee shall only install signage on the building necessary for identification and safety purposes and consistent with all local signage regulations for the area of the RCRRA Property and the sign plan for Union Depot. The Project includes the installation of a new driveway from Facilities to be located at the south end of the Easement Area to the Grantor's driveway within the Easement Area that provides access from the adjacent street to areas of the RCRRA Property (the "Union Depot Driveway" as further defined below). During routine maintenance, Grantee shall use the new driveway for vehicle parking. During routine maintenance and repairs, Grantee shall take affirmative measures to minimize the disruption of the transportation use of the Union Depot Driveway. Except in emergencies, Grantee shall provide Grantor with actual notice to the addressee for notice identified in Section 16 below at least 48 hours before entry into the Easement Area for maintenance and repair activities that in any manner affect vehicle use of the Union Depot Driveway, and in the event of an emergency shall provide notice immediately (by telephone or other electronic as selected by Grantor means) to the security emergency contact for Grantee (identified by Grantor to Grantee in writing to Grantee. . Grantee shall provide Grantor with advance notice at least 7 business days before any lane restriction or closure is required or desirable for facilitating planned maintenance. Grantor shall maintain and improve the Union Depot Driveway in the manner and condition as determined by Grantor in its sole discretion. This Agreement shall not impose any obligation upon Grantor to keep the Union Depot Driveway in a condition suitable for vehicle or other access by Grantee. If Grantee desires to remove snow to facilitate vehicle access for the purpose of this Agreement, Grantee shall complete the snow removal in such a manner as not to damage any of the RCRRA Property, including but not limited to the Union Depot Driveway, and not to interfere in any way with vehicle access over and to and use of the Union Depot Driveway and shall not deposit snow on any of the RCRRA Property except at locations as designated by Grantor. Immediately upon completion of entry upon the Easement Area for the purposes of this Agreement, Grantee must clean/sweep the Union Depot Driveway and any of the Union Depot parking lots and sidewalks as necessary to remove all debris that resulted from or was associated with the entry and as may have accumulated during any closure of any of the Union Depot Driveway or restrictions on any use or access to the Easement Areas during the entry.
8. Grantor's Use of the Easement Area. Grantor, its employees, and its agents shall have the right to enter and use the Easement Areas at all reasonable times for the purpose of inspecting, testing, cleaning, repairing, altering, or improving the RCRRA Property and to determine and evaluate the Easement Areas and the use thereof by Grantee. Nothing in this section shall be interpreted as requiring the Grantor to perform any such acts

independent of the requirements of the other provisions of this Agreement. Grantor shall have the unrestricted right to use the RCRRRA Property in the manner determined by Grantor that does not unreasonably interfere with Grantee's permitted use as provided in this Agreement.

- a. Driveway. Grantor uses the Easement Area as a driveway for access to Union Depot (the "Union Depot Driveway") for various uses, including, but not limited to vehicle, including intra and intercity passenger buses, access to passenger loading areas, service delivery areas and other areas and other uses of Union Depot. The Union Depot Driveway and its use for transportation and access purposes are essential for Grantor's use of the RCRRRA Property, and the Union Depot Driveway shall be continuously available for transportation uses at all times, subject only to emergencies. The term Union Depot Driveway means the current driveway and any replacement, modification or alteration therefore located within the Easement Area, and without being limited to the current use of the RCRRRA Property as Union Depot, it being understood that the use of the RCRRRA Property and the improvements thereon may be changed or modified during the term of this Agreement and before the Facilities are removed, no longer in use, or otherwise altered in such manner that this Agreement terminates.
- b. Use During the Project. During the work of the Project, Grantee shall (subject to reasonable requirements and discretion and coordination with Grantor), at Grantee's sole cost and expense, provide traffic and vehicle control with respect to vehicle use of the Union Depot Driveway, preserve adequate bus and service delivery vehicle access, coordinate with METC and law enforcement, provide signs, barricades, and other traffic control equipment. No fewer than 14 days before the commencement of the work of the Project within any of the Easement Areas, Grantee shall submit to Grantor for Grantor's review and discussion a traffic control plan. The traffic control plan shall provide for continued use of the Union Depot Driveway for transportation and access purposes to Union Depot as provided in Section 8.a. above and with the minimum amount possible of disruption, it being understood and agreed that lane closures and restrictions shall not materially interfere with that transportation and access use. During the Project and during any activity with respect to the Facilities maintain unobstructed use of the Union Depot Driveway for its intended purpose to the extent possible. During the Project, Grantee shall confine its use of the RCRRRA Property to the Easement Areas, and shall keep the Easement Areas free from excess debris and materials and all work areas in a clean and orderly condition except as reasonably necessary for the work of the Project.
- c. Floods and High Water. During periods of high water when the Facilities are used by Grantee for flood control, Grantee shall have the right to use the surface of the Easement Area to access and use the Facilities for that purpose, including placement of pumps and related equipment over the manhole accesses to the storm sewer and also along the storm sewer, and shall take all reasonable measures not to interfere with Grantor's and the public's use of the Easement Area for transportation and service purposes, and will coordinate its activities in using the

Easement Area with Grantor to inform the public, provide appropriate signage and coordinate with law enforcement for traffic and vehicle control. Use of the Easement Area during periods of high water may result in lane restrictions or lane closures with respect to the Union Depot Driveway and Grantee shall provide Grantor with 48 hours' notice in advance of imposing or causing lane restrictions or lane closures when using the Easement Area for flood control purposes, except where conditions change or arise so rapidly that the notice is not reasonably feasible.

9. Insurance. At any time that Grantee is installing, repairing, inspecting, reviewing or testing on or at the Easement, Grantor shall maintain such insurance as will protect Grantee from claims which may arise out of or result from operations of Grantee and provide Grantor evidence that the insurance described below is in place. Grantee shall , shall provide Grantor evidence of insurance in type and amount as specified in the Grantee's bid documents for the Project (or work that includes the Project), naming Grantor and Ramsey County as additional insureds under such policies of insurance and providing coverages equal to the minimum insurance coverages specified below as follows:

General Liability.— A minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such coverage shall include contractual liability insurance either specifically naming this agreement, or on a blanket basis and Grantor, Ramsey County, their officials, and employees shall be named as additional insureds, with a cross-suits endorsement in favor of Grantor and Ramsey County.

Fire and All-Risk Property Insurance. Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Grantor at the Easement Areas.

Grantee hereby waives and releases RCRRA, Ramsey County, their officials, employees, and agents, from all claims, liability and causes of action for loss, damage to or destruction of Grantee's property resulting from fire or other perils covered in standard property insurance coverage. Grantee agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against Grantor or Ramsey County.

Auto Liability - \$1,200,000 per occurrence and \$1,200,000 aggregate. Require "hired and owned" and "hired and non-owned" auto insurance.

Workers Compensation - As required by Minnesota statute.

Grantor shall not commence work in any form on or at the Easement Area for the Project until Grantor, or its contractor for the Project, has obtained and filed an acceptable certificate of insurance, or evidence of adequate self-insurance, with Grantor.

10. Indemnification. With respect to the Project and any maintenance, repair or subsequent construction relating to the Facilities, Grantee shall and shall cause its contractor to indemnify, hold harmless, and defend Grantor and Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which Grantor, Ramsey County, their officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Grantee, its contractors, officials, agents, or employees, in the execution, performance, or failure to adequately perform the Grantee's obligations pursuant to this Easement with respect to the Project. With respect to the occupation of areas of the Easement Area by the Facilities. Each party hereto agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.
11. Damage or Destruction of Premises. In the event the Easement Area or Temporary Easement Area is damaged, or there is any casualty as to make either Area impracticable or unsuitable for Grantee's use as provided in this Agreement this Agreement (and the easements) may be terminated at the option of either party upon written notice; provided however, that if Grantee elects not to proceed with the Project but the use of the existing sewer and related facilities continues, the parties will in good faith enter into an appropriate amendment to this Agreement. In no case shall Grantor be required to restore any of the Easement Areas or any of the RCRRA Property to a condition suitable for Grantee's continued use for the purposes for which the Easements are granted, though Grantor may do so if it so elects at its sole discretion.
12. Hazardous Substances. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (ii) defined as a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, order, and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of

hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public. In connection with the exercise of its rights under this Agreement, Grantee shall not permit or conduct the generation, treatment, storage or disposal on, in or about the Easement Area or any other of the RCRRA Property, of any hazardous substances without prior written consent of RCRRA. Grantee shall indemnify and defend Grantor against and hold Grantor harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Easement Areas or RCRRA Property as a result of the acts or omissions of Grantee.

13. Signs. Grantee shall not have the right to place, construct, or maintain any sign, advertisement, banner, or other marking of any kind upon or about the Easement Area, except such safety markers as required by law or as agreed to in advance in writing by Grantor, and except as shown on attached Exhibit D or as are customary and reasonable during construction of the Project and maintenance, repair or access to the Facilities.

14. Termination.

Grantor may terminate the Easement in its sole and absolute discretion with cause and upon any of the following upon one hundred eighty (180) days written notice to Grantee, without limiting Grantor in the exercise of any right or remedy at law or in equity which Grantor may have by reason of a default or breach of this Agreement by Grantee:

- i. Grantee's discontinuance of the use of the Facilities, or if the storm sewer is not used for the purposes of this Agreement.
- ii. Upon a failure by Grantee to observe and perform any other provision of this Agreement to be observed or performed by Grantee, Grantee shall be in default and Grantor shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice unless during that one hundred eighty (180) day time period (a) Grantee commences to cure the default to the satisfaction of Grantor and thereafter diligently prosecutes the same to completion, or (b) Grantee notifies Grantor in writing that it disputes whether there is a default, in which event, Grantor and Grantee shall in good faith commence alternative dispute resolution through negotiation and mediation, and if the matter is not resolved within 180 days of the notice of default from Grantor to Grantee, either party commence a court action to address the default, including seeking judicial relief at law or in equity. The Facilities provide a critical public service and in no event shall Grantor terminate the Easement as provided above unless at the end of the 180 day notice period, it provides notice to Grantee in the manner as provided in Section 15 below ("Notice of Termination") and Grantee does not provide actual notice within 30 days of the date the Notice of Termination is deemed given as provided in Section 15 stating that it objects to the termination.

Grantee shall have the right to terminate this Agreement and the Easement at any time and for any reason upon written notice to Grantor, which notice shall be effective when and as provided in Section 15 below of this Agreement. Upon such termination Grantee shall, unless requested otherwise by RCRRA, remove the Facilities from the Easement Area, and restore the Easement Area.

15. Miscellaneous.

- a. Notices. Any notice or election required or permitted to be given or served by any party upon any other shall be deemed given or served in accordance with the provisions of this Agreement, if said notice or election is delivered personally or if mailed in a sealed wrapper by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows:

Grantee:

Attn: _____

Grantor:

Ramsey County Regional Railroad Authority
Union Depot
214 Fourth Street
Suite 200
St. Paul, MN 55101
Attn: _____,

Each such mailed notice or communication shall be deemed to have been given to, or served upon, the party to whom or to which addressed on the date the same is served, or is deposited in the United States certified mail, return receipt requested, postage prepaid, properly addressed in the matter above provided.

- b. Compliance with Laws and Regulations. Grantee shall obtain all licenses and permits required by any governmental authority for its use of the Facilities and the Easement Area, and shall comply with all terms of such licenses or permits and any code, law, or regulation applicable to its use of the Facilities and the Easement Area.
- c. Remedies cumulative. All remedies hereinbefore and hereafter conferred on Grantor and Grantee shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law of in equity. The failure or either of the covenants of this Agreement or to exercise any option herein contained

shall not be construed as a waiver or relinquishment for the future of such covenant or option.

- d. Relationship of the parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between Grantor and Grantee, it being expressly understood and agreed that neither any provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between Grantor and Grantee other than the relationship of grantor and grantee.
- e. Alteration. Any alteration, variation or modification of this Agreement shall be valid only when reduced to writing and signed by both parties.
- f. Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this Agreement or Grantee's occupancy and use of the Easement Area shall be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.
- g. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to Grantee's use of the RCRRRA Property for the Facilities and shall supersede all prior or written agreements of the parties with respect to Grantee's use of the Easement Area for the Facilities.
- h. Successors and Assigns. The Easement granted herein shall touch and concern and run with the land, and shall be binding upon Grantor and Grantee and their permittees, successors and assigns.
- i. Exhibits. The following Exhibits are attached here to and incorporated herein by reference:
 - Exhibit A - Legal Description of the RCRRRA Property
 - Exhibit B - Sketch Showing the Location of the City Property and the Easement Areas
 - Exhibit C - Legal Description of the Additional Easement Area and the Temporary Easement Area
 - Exhibit D - Specs and Site Plan
- j. Counterparts. This Agreement may be executed in counterpart originals.

[Signature Pages Follow]

Approval Recommended

Johanna Berg,
Deputy County Manager

Approved as to form and insurance:

By:

Assistant Ramsey County Attorney

SIGNATURE PAGE OF AMENDED AND RESTATED EASEMENT AGREEMENT BY
AND BETWEEN RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY AND CITY
OF SAINT PAUL

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as
of the date set forth in the caption of this Agreement.

[INSERT CITY SIGNATURE BLOCK, INCLUDING ACKNOWLEDGMENT]

EXHIBIT A

Legal Description of all RCRRRA Property

The real property situated in Ramsey County, Minnesota and described as follows:

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the

centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line: Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line: Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the

land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as: Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows: Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North $34^{\circ}36'00''$ West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North $55^{\circ}39'55''$ East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North $34^{\circ}20'05''$ East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North $55^{\circ}39'55''$ East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South $34^{\circ}20'05''$ East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South $55^{\circ}39'55''$ West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the

point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning. Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

West Surface Lot Parcel

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79, 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street, lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of

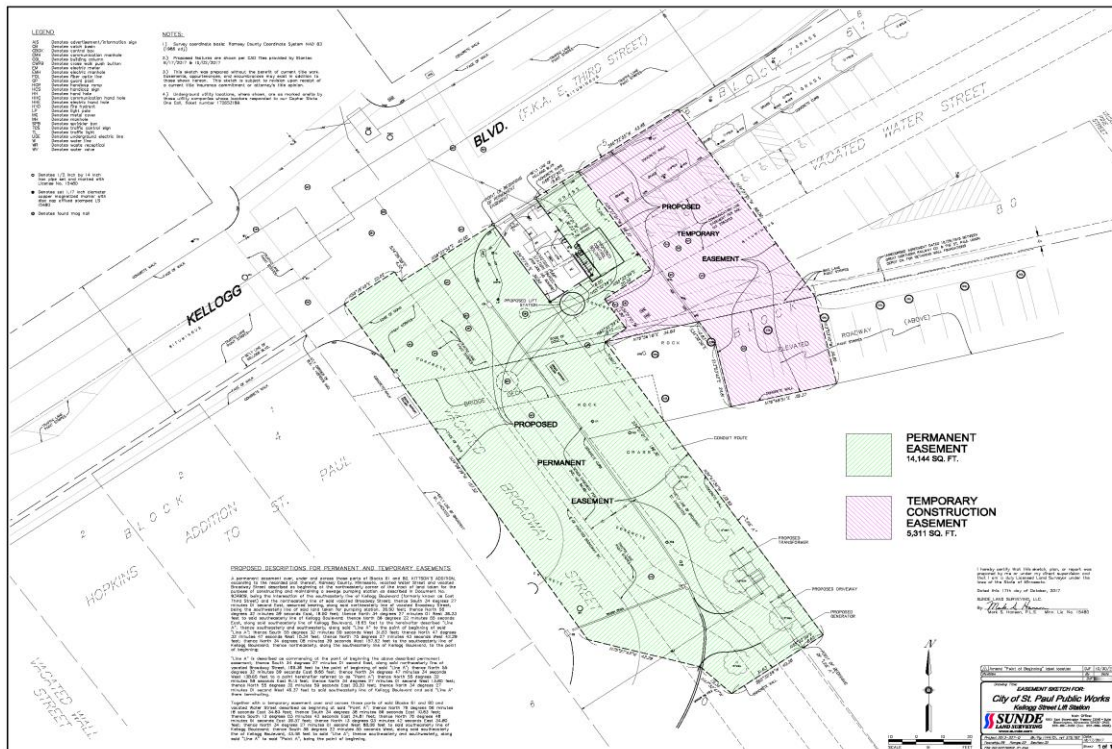
vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

(PIN NO. 32-29-22-33-0360)

Sketch Showing the Location of the City Property and the Easement Areas

An aerial map of the Union Depot area. The map shows a grid of streets on the left, with 'Broadway Street' labeled. A large brown area is labeled 'UNION DEPOT' in two locations. A pink-outlined area is labeled 'CITY' and 'EASEMENT AREA'. A yellow line runs diagonally across the map, labeled '52'. A blue line runs horizontally across the bottom, labeled '38'. A body of water is visible in the bottom right corner.

Additional Easement Area



Additional Existing Easement Area

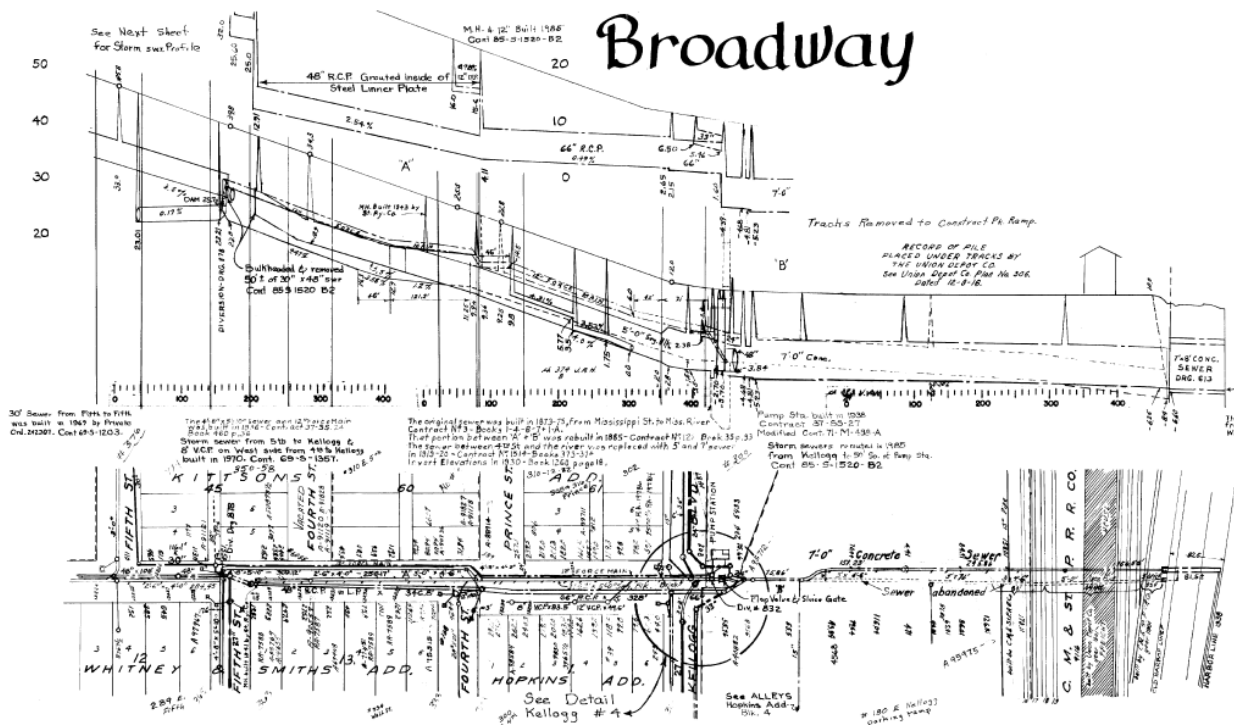


EXHIBIT C

Legal description of the Additional Easement Area and Temporary Easement

A permanent easement over, under and across those parts of Blocks 61 and 80, KITTSON'S ADDITION, according to the recorded plat thereof, Ramsey County, Minnesota, vacated Water Street and vacated Broadway Street described as beginning at the northwesterly corner of the tract of land taken for the purpose of constructing and maintaining a sewage pumping station as described in Document No. 934909, being the intersection of the southeasterly line of Kellogg Boulevard (formerly known as East Third Street) and the northeasterly line of said vacated Broadway Street; thence South 34 degrees 27 minutes 01 second East, assumed bearing, along said northeasterly line of vacated Broadway Street, being the southwesterly line of said land taken for pumping station, 36.50 feet; thence North 55 degrees 32 minutes 59 seconds East, 18.50 feet; thence North 34 degrees 27 minutes 01 West 36.23 feet to said southeasterly line of Kellogg Boulevard; thence North 56 degrees 22 minutes 55 seconds East, along said southeasterly line of Kellogg Boulevard, 18.65 feet to the hereinafter described "Line A"; thence southeasterly and southwesterly, along said "Line A" to the point of beginning of said "Line A"; thence South 55 degrees 32 minutes 59 seconds West 31.63 feet; thence North 47 degrees 32 minutes 47 seconds West 15.34 feet; thence North 75 degrees 27 minutes 43 seconds West 42.29 feet; thence North 34 degrees 08 minutes 39 seconds West 157.52 feet to the southeasterly line of Kellogg Boulevard; thence northeasterly, along the southeasterly line of Kellogg Boulevard, to the point of beginning;

"Line A" is described as commencing at the point of beginning the above described permanent easement; thence South 34 degrees 27 minutes 01 second East, along said northeasterly line of vacated Broadway Street, 199.36 feet to the point of beginning of said "Line A"; thence North 55 degrees 32 minutes 59 seconds East 8.65 feet; thence North 34 degrees 47 minutes 34 seconds West 138.65 feet to a point hereinafter referred to as "Point A"; thence North 55 degrees 32 minutes 59 seconds East 9.13 feet; thence North 34 degrees 27 minutes 01 second West 13.80 feet; thence North 55 degrees 32 minutes 59 seconds East 20.20 feet; thence North 34 degrees 27 minutes 01 second West 46.37 feet to said southeasterly line of Kellogg Boulevard and said "Line A" there terminating.

Together with a temporary easement over and across those parts of said Blocks 61 and 80 and vacated Water Street described as beginning at said "Point A"; thence North 76 degrees 56 minutes 18 seconds East 34.83 feet; thence South 34 degrees 38 minutes 56 seconds East 10.83 feet; thence South 13 degrees 03 minutes 42 seconds East 24.81 feet; thence North 76 degrees 48 minutes 51 seconds East 39.37 feet; thence North 13 degrees 03 minutes 42 seconds East 34.80 feet; thence North 34 degrees 27 minutes 01 second West 88.06 feet to said southeasterly line of Kellogg Boulevard; thence South 56 degrees 22 minutes 55 seconds West, along said southeasterly line of Kellogg Boulevard, 43.48 feet to said "Line A"; thence southeasterly and southwesterly, along said "Line A" to said "Point A", being the point of beginning.

EXHIBIT D

Specs and Site Plan

[Insert the relevant portions of the Project Specs and a Site Plan]