ASSESSMENT AGREEMENT
FOR
SEVENTH PLACE IMPROVEMENTS

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AUG 17 10 59 AM '83

THIS AGREEMENT is made and entered into this 16th day of June, 1983, by and between

the CITY OF SAINT PAUL, a municipal corporation, hereinafter referred to as the "City";

the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "HRA";

UNITED PROPERTIES, a division of NORTHLAND COMPANY, a Minnesota corporation, hereinafter referred to as "United";

JOSEPH GELLER and the ESTATE OF JACK N. GELLER, which are referred to hereinafter as "Geller";

CLAYTON G. REIN, an individual doing business as Seventh Place Residence, hereinafter referred to as "Rein";

the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a body politic and corporate under the laws of Minnesota, hereinafter referred to as the "Authority"; and

WABASHA COURT ASSOCIATES, a Minnesota general partnership, hereinafter referred to as "WCA"

WITNESSETH:

WHEREAS, the City and the HRA, through the Seventh Place Redevelopment Project, undertook to address the economic and physical stagnation of Seventh Street within the Downtown Central Business District; and

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WHEREAS, previously adopted plans call for the implementation of Seventh Place between St. Peter and Jackson as a pedestrian mall reinforcing and complementing ongoing commercial and retail development effort, with interim improvements being constructed approximately five years ago on a limited budget, whose appearance has deteriorated significantly; and

WHEREAS, it would be highly desirable to address the implementation of Seventh Place this summer on a segmented basis giving first attention to the area between St. Peter and Wabasha Streets, such block offering the most public benefit and incentive for private investment at this time; and

WHEREAS, this segment will create a pleasant pedestrian connection linking two major downtown activity centers - the Rice Park Redevelopment Area (including the St. Paul Hotel, Amhoist Tower, the new Ordway Theatre, and Landmark Center) with Town Square and the City retail core, serving also as an incentive for development on Block 26 and the north half of Block 25; and

WHEREAS, the operation, maintenance and repair of the existing public street and interim improvements is now and would otherwise be an obligation of the City; and

WHEREAS, the land owners abutting on Seventh Place would be benefited substantially by the construction of major public improvements and the conversion of this portion to a pedestrian mall, such costs being capable of assessment against benefited properties; and

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WHEREAS, it is the intent of the parties, including all affected owners, to proceed as expeditiously as possible, agreeing to set aside the procedural technicalities and delays in the usual construction of improvements and adoption of assessments, making separate agreement as to the amount of the assessment and procedures for its collection or payment; and

WHEREAS, United owns the land and building known as the Hamm Building, located on all or part of Lots 4, 5, 6, 7, 8 and 9, Block 7, City of St. Paul (St. Paul Proper), which building shall be hereinafter referred to as "the Hamm Building"; and

WHEREAS, Authority owns and Rein is the tenant of certain land and buildings thereon, located on all or part of Lots 9, 10, 11, 12, 13 and 14, Block 11, Bazil & Guerin's Addition to St. Paul, which buildings and property shall hereinafter be referred to collectively as the "Rein Property"; and

WHEREAS, Geller owns the land and building thereon known as the Grace Building located on all or part of the northerly two thirds of Lots 1, 2 and 3, Block 7, City of St. Paul (St. Paul Proper), which building shall be hereinafter referred to as the "Grace Building"; and

WHEREAS, Authority owns and WCA is the tenant of certain land and buildings located on all or part of the southerly 1/3 front and rear of Lots 1, 2 and 3, and all of Lots 10, 11 and 12, Block 7, City of St. Paul (St. Paul Proper), which buildings and property shall be hereinafter referred to as "Wabasha Court"; and

WHEREAS, substantial public monies in the approximate amount of $500,000 will be expended for the design and construction of said pedestrian mall between St. Peter and Wabasha Streets, such sums being expended in reliance upon the covenants and agreements contained herein; and

WHEREAS, a benefit will inure to the respective property owners by virtue of construction of this segment of the Seventh Place Mall and the possible future linkage to other pedestrian mall portions.

NOW, THEREFORE, IT IS HEREBY AGREED:

PEDESTRIAN MALL CONSTRUCTION AND COSTS

1. The City agrees to design and construct at its sole expense, and not at the expense of any other party, a pedestrian mall in the public right of way in Seventh Place between St. Peter and Wabasha Streets in accordance with City-approved plans and specifications which have been reviewed by Geller, Rein and United. The City will construct all mechanical, electrical, lighting and drainage systems, installations and connections as shown in the plans and specifications to be part of the City construction contract. Such plans and specifications will permit access for essential service and emergency vehicles.

2. The City will include a provision in its contract for the construction of the pedestrian mall, whereby the contractor consents to the assignment of any and all warranties to the owners of the buildings abutting the mall, the City shall upon request assign such warranties to them upon approved contract completion, without relinquishing its own rights under such warranties; and, if necessary, all the parties hereto will cooperate in any prosecution of lawful and proper claims which may later be asserted against the contractor(s) or others arising from faulty design or construction of the mall. The City shall further require that such liability and

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property damage insurance as is required of the contractor in accordance with city standard form specifications shall name Geller, Rein and United and their tenants as additional insureds. City will use its best efforts to insure that the design and construction of the pedestrian mall shall be in accordance with all applicable ordinances and state and local codes.

OPERATION, MAINTENANCE AND REPAIR

3. Geller, Rein and United agree that, beginning as provided in section 18 of this Agreement, they will maintain, repair and operate the electrical, sewer and water facilities in and serving the mall, as shown in the approved plans and specifications to be part of the City construction contract, at their sole cost and expense, and shall keep and maintain the mall in repair and in safe condition, reasonably clean and free of litter and debris. Such maintenance shall include, but not be limited to, glass, hardware and metal trim cleaning, polishing, repair and replacement; plant and tree trimming and watering; snow removal; light bulb replacement and cleaning of light fixtures and directional signs, if any; trash and litter collection and removal; cleaning; painting and routine maintenance of benches, bicycle stands, trash receptacles; and other street furniture; and the tasks specified in Exhibit A attached hereto.

4. Geller, Rein and United further agree to repair and/or replace all or any part of the mall, its integral equipment and related facilities including but not limited to benches, trees,

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plantings, paving system, electric lights, and tree watering equipment, which may be damaged, become inoperable, or be stolen, regardless of the cause therefor. Such repairs and/or replacements shall be consistent with the design and standards of the original approved plans and specifications. Said obligation to repair and/or replace shall be insured in accordance with paragraph 10 of this Agreement, requiring the provision of casualty or property damage insurance coverage. Except for emergencies requiring rapid action or in the case of routine or minor repairs or replacements, the City shall be furnished with both preliminary and final plans and specifications for all additions, alterations or repairs and replacements to the mall, its integral equipment and related facilities, which plans and specifications shall be subject to their reasonable and timely approval or disapproval before commencement of the work contemplated therein. Lack of action on either preliminary or final plans and specifications to approve or disapprove within 30 days shall be deemed approval. Any proposed physical additions to the Mall (of a permanent or temporary nature) shall be allowed subject to reasonable review and approval by the City before construction or installation of such addition.

5. Geller, Rein and United shall enter into a separate written agreement for sharing the maintenance, operation and repair costs and responsibilities for said mall, its integral parts and related equipment, together with the necessary costs of insurance and a surety bond hereunder. An executed copy of that agreement must

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be submitted tc the City. Such agreement shall contain provisions for the mediation of disputes between the parties thereto as to its terms, construction or enforcement.

6. If Geller, Rein and United fail to adequately maintain, repair and operate the said mall to a reasonable standard of safety, or shall fail to undertake reasonable maintenance, operation or repair of the pedestrian mall, or fail to obtain a surety bond and insurance as required by sections 8 and 10 of this Agreement, within 10 days after receipt by the affected party or parties of written demand from the City, or without any demand in an emergency or where the public health or safety is endangered, the City may undertake said reasonable and necessary maintenance, repair and operating tasks, and acquire the necessary surety bond and insurance, and the costs incurred by City for said maintenance, repair and operation, and bond and insurance, shall be assessed to and shall be paid forthwith by the defaulting property owner(s) or their sureties as provided in paragraphs 11 and 12 of this Agreement.

If the City, in its sole discretion, determines that the operation, maintenance and repair of the mall is not being done to a reasonable standard of care, appearance or safety, the City shall provide written notice of such determination to Geller, Rein and United, which notice shall contain a specification of the maintenance, operation and/or repairs to be performed. If such work is not initiated within 10 days after receipt of said notice,

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and completed within a reasonable time thereafter (not to exceed 40 days after receipt of said notice), the City may completely take over the performance of the obligations of Geller, Rein and United under paragraphs 3 and 4 of this Agreement, and shall be fully reimbursed for this work. Such reimbursement shall, as a cost and expense of this Agreement, be included in the assessment imposed by paragraphs 11 and 12; and such reimbursement shall be made within 10 days after presentation by the City to Geller, Rein and United of invoices showing the services performed and the charges therefor.

7. The mall 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 nor shall any party place any such advertising within the mall. Store front signage shall not project out from the wall into the mall area except as subject to the reasonable approval of City before installation, provided, however, that this shall not apply to the two existing theater marquees. Nothing herein contained shall prevent the installation and maintenance of appropriate directional sign(s) and maps in the mall. All signage and locations within the mall space shall be subject to review and approval by the City prior to sign construction and installation.

SURETY BONDS AND INSURANCE

8. Geller, Rein and United shall together furnish and maintain a surety bond in the amount of $100,000 per year, or separate surety bonds totaling in the aggregate $100,000 per year, for the said mall, to and in favor of the City of Saint Paul, as obligee, as

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long as said mall or any part thereof shall be in the public right-of-way, conditioned (1) that said property owners shall defend, indemnify and hold harmless the City against all expenses and liability on account of all costs, suits and judgments arising out of or connected with the maintenance, operation and repair of the mall, its integral parts and related equipment, (2) that said property owners shall procure and maintain in force liability and property damage insurance coverage as required by paragraph 10 of this Agreement, (3) that the property owners shall comply with all terms and conditions expressed and contained in this Agreement as to maintenance, operation and repair of the mall and (4) further conditioned that in the event separate surety bonds aggregating $100,000 per year are furnished and maintained, said surety or sureties shall perform as obligated on such bonds, without regard to the liability or responsibility of any principal for the breach or default giving rise to the surety's or sureties obligation to perform, and reduce the annual obligation on each such bond in the same proportion as each principal's front footage ownership on said mall is to the total thereof or as said principals may otherwise agree with the surety or sureties, which surety bond shall be in such form as shall be approved by the City Attorney and shall have such surety as shall be approved by the Director of the Department of Finance and Management Services for the City. Evidence that such bond remains in force and effect shall be furnished to the City annually upon the anniversary of this Agreement. The City shall procure from the general contractor and provide to the parties upon request, documentation evidencing that the general contractor is maintaining throughout the entire period of construction of the mall, such insurance as set forth in the plans and specifications, naming said abutting property owners as additional insureds.

9. The expense of procuring and maintaining in force the insurance policy and surety bond required by this Agreement for the

mall shall be a maintenance cost to be assumed by Geller, Rein and United and shall be shared in accordance with the separate agreement required herein for the sharing of operating, maintenance and repair costs.

10. Geller, Rein and United shall furnish and maintain liability insurance coverage for the mall, its integral parts and related equipment, 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, $1,000,000.00 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 municipal liability limits or exposure to liability are altered by legislation or judicial decision at any time after the date hereof. Geller, Rein and United shall also provide casualty or property damage insurance coverage for the mall, its integral parts and related equipment, including but not limited to benches, trees, electric lights and equipment for watering said trees, in the amount of $385,000.00 per occurrence, which coverage shall not exclude damage or loss caused by vandalism or malicious mischief, providing that such coverage need not include damge caused to the mall or its facilities by the negligent act of any agent, officer or employee of the City. The City and

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HRA, having an insurable interest as owners of such public property, shall be designated as additional insureds. The insurance policies required herein shall be in such form as shall be approved by the City Attorney.

ASSESSMENT

11. The total costs and expenses incurred by Geller, Rein and United in the performance of their obligations under this Agreement, as principal but not sole beneficiaries of the benefits of the mall as a public improvement, together with the total of all costs and expenses, if any, incurred by the City pursuant to section 6 hereof, shall be assessed against their respective properties in the same proportion as their front footage ownership on Seventh Place facing the mall. Geller, Rein and United hereby waive and relinquish any and all notice, publication, hearings or other proceedings required of the City or HRA by law, Charter or administrative ordinance, for the inclusion of such assessment in the assessment roll, the adoption of said roll, its certification to the County and all appeals therefrom; and said parties agree to pay or cause to be paid such assessment annually as defined and as follows herein.

12. The annual amount of the assessment shall be (1) the total of all costs and expenses incurred by Geller, Rein and United in the performance of their obligations under this Agreement, plus (2) the total of all costs and expenses, if any, incurred by the City pursuant to section 6 hereof. Those costs and expenses which are or have been paid directly by Geller, Rein and United, or on their behalf pursuant to the separate written agreement required of them by this Agreement, in the performance of their obligations under this Agreement shall be

adopted and ratified by the City as an assessment for the above-described special improvements benefitting the above-described properties of Geller, Rein and United, but shall not be certified to the Ramsey County Department of Property Taxation as part of the assessment roll, and further, shall be considered as having been paid in full. Those costs and expenses which have not been paid for any reason, including failure by said parties to agree or a disagreement between them, may, together with any costs and expenses incurred by the City pursuant to section 6 hereof, be adopted by the City as an assessment without further notice or proceedings as provided above, and may be certified to the Ramsey County Department of Property Taxation as part of the assessment roll. At its option the City may seek the payment of such amounts from the surety on the bond required herein, or in a separate action at law or in equity.

BINDING OBLIGATIONS

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

14. 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 for the life of the improvements constructed pursuant to paragraph 1 herein; provided that this Agreement shall be null and void from and after the date the mall and its facilities are removed and the public right of way is converted to a normal City street, authorized by the City to be used for public vehicular transit. This Agreement shall be a covenant running with the land, burdening those portions of the following parcels owned by Geller, Rein and United:

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Lots 9, 10, 11, 12, 13 and 14, Block 11, Bazil & Guerin's Addition (Rein);

Northerly 2/3's of Lots 1, 2 and 3, Block 7, City of St. Paul (Geller); and

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

15. Geller, Rein and United and their successors and assigns are liable for the performance of the obligations in this Agreement; and the City may recover any damages or relief from any party or parties hereto as provided in this Agreement.

16. The City and/or HRA agree to use their best efforts to acquire and clear those parcels of real property listed in Exhibit B attached hereto by September 30, 1984. If such parcels are not acquired and cleared by September 30, 1984:

(a) Geller, Rein and United shall not be responsible for the assessment provided for in paragraphs 11 and 12, until the date on which such parcels are acquired and cleared or until December 31, 1986, whichever date is earlier, so long as and upon condition that they permit the City to perform the work as provided in subsection (b) hereinbelow and do not incur by action or inaction any costs therefor; and

(b) the City will, for the period commencing October 1, 1984, and ending on the date such parcels are acquired or cleared or until December 31, 1986, whichever date is earlier, perform the work required under paragraphs 3 and 4 of this Agreement at no expense to Geller, Rein and United (except that said parties agree to assign insurance benefits to the City for covered losses or damage to the public improvements or street); and City will pay the premiums for continued insurance and bond coverage as required by this Agreement.

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17. The property owners herein reserve unto themselves the unconditional right and privilege of selling, conveying and transferring their abutting and/or encumbered or involved real estate or interests herein and assigning and transferring this Agreement to any other corporation, trust, trusts, individual(s), partnerships or other form of venture. In the event of transfer of any property owner's interest in the property, the owner (seller) may be freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of the owner (seller) contained in this Agreement thereafter to be performed; provided that owner's successor fully and without limitation assumes in writing all duties, responsibilities and covenants of the owner (seller) under this Agreement.

18. Seven (7) days after substantial completion of the mall (excluding any tree or bush plantings or the like having seasonal planting requirements, and excluding the installation of paving blocks if such blocks cannot be installed until the next construction season, provided that such blocks shall be installed in the next construction season as required by the plans and specifications) as evidenced by the issuance of a certification by the Project Engineer that such mall is substantially complete, and its furnishing to Geller, Rein and United, the obligations and duties contained herein as to said mall shall become operative.

19. Any notice to the parties hereunder shall be considered sufficient delivered if mailed, by certified mail, return receipt requested, postage prepaid, as follows:

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

and

Deputy Director for Development
PED/City of Saint Paul, Minnesota
12th Floor, City Hall Annex
25 West Fourth Street
St. Paul, Minnesota 55102

and

City of Saint Paul
Peter Hames, Director
Department of Finance and
Management Services
Room 234, City Hall
St. Paul, Minnesota 55102

b) To: Rein at:
C.G. Rein Company
Commerce Building
St. Paul, Minnesota 55101

and

Geller at:
Victory Centre Ramp
344 Wabasha Street
St. Paul, Minnesota 55101

and

United at:
United Properties
3500 West 80th Street
Minneapolis, Minnesota 55431

c) To: Port Authority at:
Executive Director, Suite 1305
25 West Fourth Street
St. Paul, Minnesota 55102

To: Wabasha Court Associates at:
P.O. Box 43570
St. Paul, Minnesota 55164

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

20. In the event any additional segments of the Seventh Place Pedestrian Mall are constructed between Wabasha and Jackson Streets, and the City exercises its powers in accordance with law to levy

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assessments to pay all or any part of the cost of such improvements or the cost of operation, maintenance or repair of such improvements, this agreement shall be void and of no effect if the assessment roll for such additional segments on its final adoption by the Council includes any of the costs of maintaining, operating and repairing the public improvements between St. Peter and Wabasha Streets which are the subject of this Agreement and Geller, Rein and United are accordingly assessed.

21. Nothing contained in this Agreement shall prohibit the City from making public improvements and assessing costs for improvements or work not included within the scope of this Agreement. Geller, Rein and United shall pay the 1983 street and/or sidewalk assessments which are payable in 1984; and, except as required by this Agreement, shall not be required to pay street and/or sidewalk assessments for work on Seventh Place or Seventh Place sidewalks or paved surfaces thereafter for the life of this Agreement.

22. Authority, WCA, Geller, Rein and United, for good and valuable consideration, do hereby agree and consent to the limitation of vehicular access to the rear entrances of the Wabasha Court, the Grace Building and the Hamm Building, via the alley off Seventh Place as follows:

(a) Access to the rear entrances of the said buildings, via the alley off Seventh Place, shall be limited to pedestrians, emergency vehicles, and such other vehicles as are reasonably necessary or required to effect emergency repairs and/or maintenance to the said buildings, between the hours of 11 a.m. and 2:00 p.m. daily; and

(b) Access to the rear entrances of said buildings may be further limited and restricted, in such manner as all of the parties hereto shall agree in writing.

The agreement in this paragraph shall be a covenant running with the land, burdening the property herein referred to and defined as Wabasha Court, the Hamm Building and the Grace Building, but only as to the matters contained in this paragraph. The parties to this Agreement agree that Authority and WCA are not obligated by any other paragraphs or provisions of this Agreement. Geller, Rein and WCA shall not provide for nor permit the parking of any vehicles in the alley or other access space to said rear entrances, other than incident to the delivery of essential goods and services, emergency services, maintenance and repairs to said Buildings.

23. It is further understood that the Authority consents to the construction, operation, maintenance and repair of the pedestrian mall in Seventh Place by the respective tenants of the Authority and their successors and assigns, but Authority does not obligate itself under this Agreement except to consent to the limitations provided in Paragraph 22; provided, however, that the Authority's successors and assigns, the Authority's tenants who are parties to this agreement and their successors and assigns, shall be responsible for and assume all the agreements and obligations imposed upon Authority's tenants who are parties to this Agreement. Authority undertakes and agrees that it will obligate its successors and assigns, by appropriate and contractual provisions in any transfer of its interests in the property herein described as the Rein Property or Wabasha Court to perform the agreements and obligations imposed by this Agreement.

APPROVED AS TO FORM

Philip B. Byrne 6-16-83
Assistant City Attorney

CITY OF SAINT PAUL

By George Latimer
Its Mayor

By James Scheibel
Its Director, Department of
Planning and Economic Development

By Peter Hames
Its Director, Department of
Finance and Management Services
6/17/83

By Robert B Olson
Its City Clerk

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APPROVED AS TO FORM

Philip B. Byrne 6-16-83
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CITY OF SAINT PAUL

By George Latimer
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Finance and Management Services
6/16/83

By Robert B Olson
Its City Clerk

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STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of June, 1983, 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
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires June 11, 1987

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 29th day of June, 1983, 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.

SUZANNE HURLEY
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 12, 1988

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 1st day of July, 1983, by PETER G. HAMES, Director of the Department 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.

BARBARA J. ZUSAN
NOTARY PUBLIC—MINNESOTA
RAMSEY COUNTY
MY COMM. EXPIRES MAY 3, 1990

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of June, 1983, by ALBERT B. OLSON, City Clerk of the CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

MICHAEL H. SIRIAN
NOTARY PUBLIC—
RAMSEY CO.
My Comm. Expires April 12, 1988

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

By Its CHAIRPERSON

By Its SECRETARY

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 21st day of July, 1983, before me, a Notary Public within and for said County appeared HUGO E. MASANZ and CHRIS NICOSIA, 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 body politic and corporate, that said instrument was signed by authority of its Board of Commissioners and said HUGO E. MASANZ and CHRIS NICOSIA acknowledged said instrument was the free act and deed of said corporation.

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

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UNITED PROPERTIES, a division of
THE NORTHLAND COMPANY

By Kenneth N Stensby
Its President

By M. Jerome Rowe
Its Asst Secy

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 9th day of August, 1983, before me, a Notary Public within and for said County, appeared Kenneth N. Stensby and M. Jerome Rowe, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Assistant Secretary of UNITED PROPERTIES, a division of THE NORTHLAND COMPANY, a Minnesota corporation, that said instrument was signed by authority of the directors of the corporation, and said Kenneth N. Stensby and M. Jerome Rowe acknowledged said instrument was the free act and deed of said corporation.

Bruce G. Odlaug

BRUCE G. ODLAUG
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My Commission Expires Oct. 17, 1985

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CLAYTON G. REIN

Clayton G. Rein

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 1 day of July, 1983, before me, a Notary Public within and for said County, appeared CLAYTON G. REIN, to me personally known, who, being by me duly sworn, acknowledged said instrument was his free act and deed.

Ursula K. Foley

URSULA K. FOLEY
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
My commission expires Sept. 15, 1989

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Joseph Geller
Joseph Geller

ESTATE OF JACK N. GELLER

By
Sherman Winthrop
Personal Representative of the Estate of
Jack N. Geller

and

THE FIRST TRUST COMPANY OF
SAINT PAUL

By
Its ASSISTANT SECRETARY

Personal Representatives
of the Estate of Jack N. Geller

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STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 21st day of July, 1983, by JOSEPH GELLER.

Carol A. Johnson

CAROL A. JOHNSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 18, 1988

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of July, 1983, by SHERMAN WINTHROP as Personal Representative of the ESTATE OF JACK N. GELLER.

Susan R. Loughrea

SUSAN R. LOUGHREA
NOTARY PUBLIC—MINNESOTA
DAKOTA COUNTY
My Comm. Expires June 19, 1989

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of July, 1983, by G. L. BARTHEL of FIRST TRUST COMPANY OF SAINT PAUL, on behalf of FIRST TRUST COMPANY OF SAINT PAUL as Personal Representative of the ESTATE OF JACK N. GELLER.

Mary Kay Unruh

MARY KAY UNRUH
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My Commission Expires Feb. 17, 1988

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PORT AUTHORITY OF THE CITY OF SAINT PAUL

By _____
Its President

By _____
Its Secretary

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 29th day of July, 1983, before me, a Notary Public within and for said County appeared George W. Winter and Arthur N Goodman, to me personally known, who, being each by me duly sworn, did say that they are respectively the President and Secretary of the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a Minnesota body politic and corporate, that said instrument was signed by authority of its Board of Commissioners and said President and Secretary acknowledged said instrument was the free act and deed of said corporation.

Perry K Feders

PERRY K. FEDERS
NOTARY PUBLIC-MINNESOTA
WASHINGTON COUNTY
My Comm. Expires Aug. 24, 1989

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WABASHA COURT ASSOCIATES

By _____
Its Partner

By _____
Its

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 1st day of August, 1983, before me, a Notary Public within and for said County, appeared William R. Sheehy _____ and _____, to me personally known, who, being each by me duly sworn, did say that they are respectively the Partner _____ and _____ of WABASHA COURT ASSOCIATES, a general partnership, that said instrument was signed by authority of its partners, and said William R. Sheehy _____ and _____ acknowledged said instrument was the free act and deed of said partnership.

Jeanne M Huebner

JEANNE M. HUEBNER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Sept. 10, 1988

EXHIBIT A
May 3, 1983

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SEVENTH PLACE MALL
MAINTENANCE TASK

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1. Daily Maintenance by Groundskeeper - Minimum 2 Hours Per Day, 5 Days Per Week:

   a. General clean-up and maintenance

   b. Empty trash receptacles (7 days per week + as needed)

   c. Pick up all debris - litter control

   d. Identify maintenance tasks needing additional attention

   e. Lighting (pedestrian and twinkle) to be timed with sunset and operational hours to give maximum visual impact and insure safety

2. Weekly Maintenance:

   a. Wash down all paved surfaces and power sweep May-November (30 weeks)

   b. Water trees and planting materials as needed during summer months, twice per year (during dry periods) for planters and planting beds; weekly deepwatering for trees

   c. Weeding and cleaning tree grates and planting beds May-December (30 weeks)

   d. Snow removal - as needed during winter. All snow should be removed from paved surfaces by 9:00 a.m., with such surfaces kept free of snow during commercial/office operational hours

   e. Irrigation system bubbler and sprinkler heads should be checked weekly and maintained in operable condition - clear of obstructions and replace as necessary

3. Annual/Seasonal Maintenance:

   a. Seasonal plantings to be provided in planters and planting beds as specified in plan (approximately 1,000 square feet):

      - Spring plantings of appropriate annuals to be installed by May 15. Materials, size, type, quantity, soil preparation method, etc., subject to City approval

      - Evergreen branches and cut greens shall be placed in seasonal planting areas by November 15

   b. Maintain 4" of mulch in planting beds and tree basins as specified

3. Annual/Seasonal Maintenance, continued:

   c. "Twinkle" Christmas tree lights shall be placed in deciduous trees and planting spaces as defined in plan. These are to be maintained in full working order through the winter until removal each spring - by May 1. Replacement of bulbs and/or strands of lights must be provided for as specified.

   d. Tree and shrub, maintenance as necessary - prune, fertilize, spray, etc., as specified (schedule will be provided by City staff)

   e. Watering system maintenance - to be dried out and shut down before winter freeze damage and opened up and reactivated each spring

   f. Recaulking of expansion joints as needed

   g. Repair/replacement of deteriorating and/or damaged pavers and mortar joints

4. Miscellaneous Maintenance, As Necessary:

   a. Replacement of any plantings displaying less than 50% of branching in healthy condition. This replacement shall occur within 15 days of determination of substandard condition

   b. Replacement/repair of any damaged fixtures, tree grates, kiosks, pavement materials and mortar joints, hardware, furniture, planters, trash receptacles, etc., within 30 days of damage occurance

   c. Periodic maintenance and repairs to electrical system - as needed

   d. Routine painting, staining, etc., of mall furnishings as specified

   e. Replacement of maintenance equipment as necessary

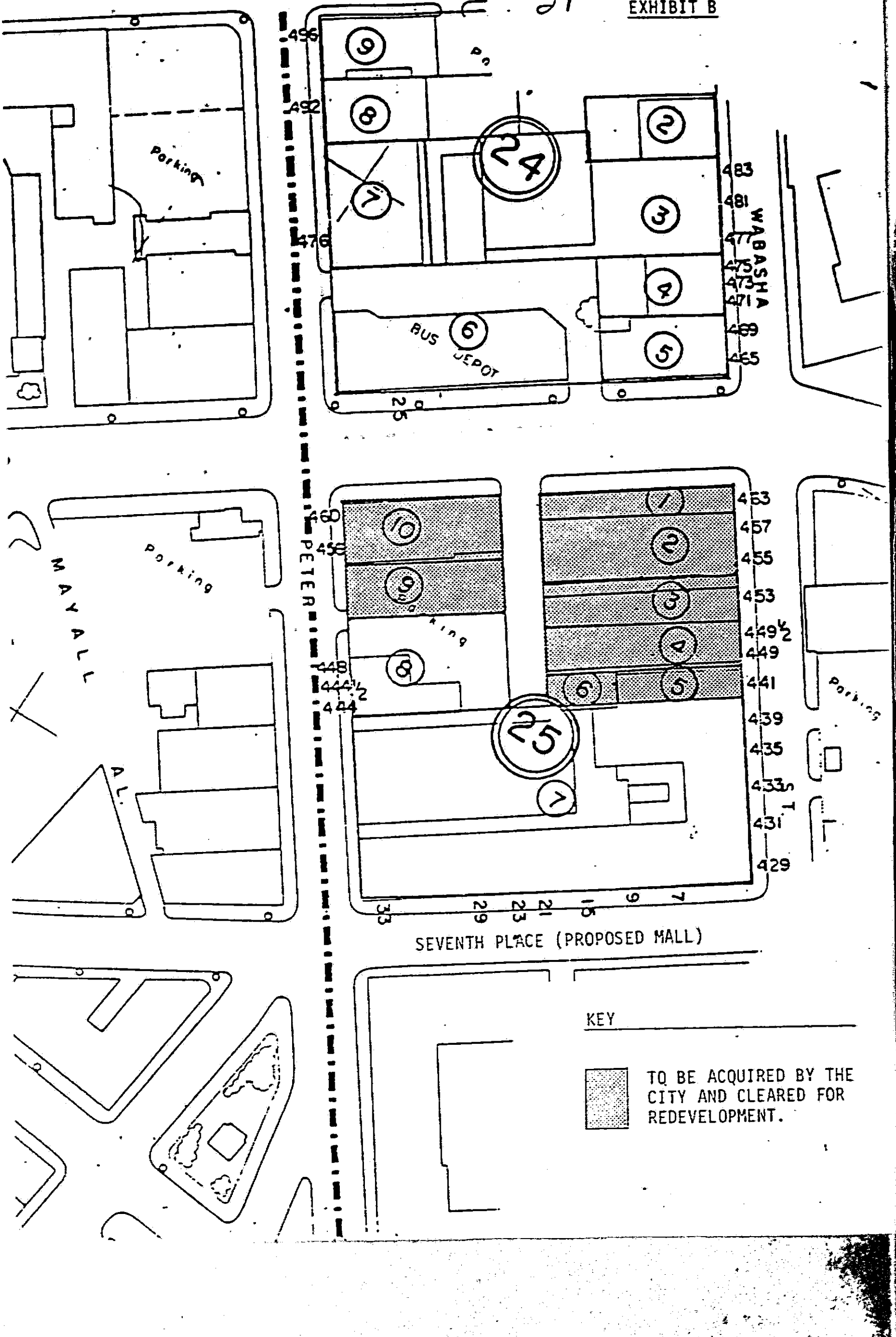
5. Utility Costs:

   a. Electricity

   b. Water and sewage

NOTE: City staff (forester, parks, maintenance, landscape architects, etc.), will be available for consultation. Questions on level of maintenance, plant care, repair of pavement, etc., should be directed to City staff for recommendation.

EXHIBIT B


496
492
476
483
481
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475
473
471
469
465
WABASHA
Parking
BUS DEPOT
25
460
456
453
457
455
453
449½
449
441
439
435
433
431
429
448
444½
444
PETER
MAYALL
ALLEY
Parking
SEVENTH PLACE (PROPOSED MALL)
KEY
TO BE ACQUIRED BY THE CITY AND CLEARED FOR REDEVELOPMENT.

XXX

2189202

Assessment Agree

St Paul Natl

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 12 day of Aug. A.D. 1983 at 10:30 o'clock A.M, and that the same was recorded in Ramsey County Records as Doc. No. 2189202.

EUGENE H. GIBBONS
COUNTY RECORDER

By Eugene H. Gibbons

Roseann

Rm 147