

EXHIBIT "B"

(Space Above for Recorder/Registrar Use)

DEDICATION OF EASEMENT FOR RIGHT-OF-WAY PURPOSES

PPL West 7th LLC, a Colorado limited liability company, as grantor ("Grantor"), for good and valuable consideration, to it in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as grantee (the "City"), a non-exclusive permanent easement for right-of-way purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

An easement for right-of-way purposes over the Northeasterly 19.44 feet of Lot 16, Block 4, Rankin's Addition, Ramsey County, Minnesota (the "Easement Area").

To have and to hold the same forever. The Grantor does covenant that it is well seized in fee of the Easement Area and premises aforesaid, and has good right to sell and convey the same free of all encumbrances.

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

If an alley is constructed, the City shall, at its own expense, provide alley maintenance consistent with the City's maintenance of other comparable alleys. Nothing herein shall prevent the City from assessing the cost of the construction, repair and replacement of the alley against benefitted properties in accordance with state and local law.

Grantor shall not construct any permanent improvements in the Easement Area, except that Grantor may:

- (a) Install grass or other landscaping in the Easement Area with the understanding that the City may remove the grass and landscaping if it constructs an alley;

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- (b) Grant utility easements for underground utilities in the Easement Area, providing the easements are duly approved by the City;
- (c) Install underground utilities in the Easement Area, providing the installation has all required permits and approvals from the City; and
- (d) Direct storm water across the Easement Area in accordance with drainage plans approved by the City.

Common ownership of any or all of the benefitted and burdened parcels shall not cause this agreement to be extinguished by operation of merger in whole or in part.

[Signature Page Follows]

