

(Reserved for Recording Data)

CONSENT OF BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL

THIS CONSENT (this "Consent") is executed as of the 13th day of November, by the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a Minnesota municipal corporation (the "Board").

RECITALS

WHEREAS, Theodore B. Goldman and Saralee Goldman, his wife, Arnold L. Goldman and Sylvia L. Goldman, his wife, Sheldon A. Vermes and Peggy J. Vermes, his wife, Stuart M. Friedell and Nancy R. Friedell, his wife, Richard F. Sachs and Elaine Lonnie Sachs, his wife, Albert D. Levin and Jeanne L. Levin, his wife, Mitchel I. Kirschbaum and Roberta G. Kirschbaum, his wife, the predecessors in interest to McKnight Village Apartments LLP ("Assignor") and the Board are parties to an Agreement dated July 15, 1968 and recorded with the Ramsey County, Minnesota Recorder as Document No. 1728421 (the "Agreement"), which Agreement concerns the construction and ongoing maintenance and repair of a private water main on certain real property located at 165-183 McKnight Road, Saint Paul, Minnesota and more particularly described in the Agreement and its Exhibit A (the "Property"); and

WHEREAS, pursuant to the terms of Section 11 of the Agreement, Assignor has requested that the Board consent to the conveyance by Assignor of the Property and all improvements located thereon to Bigos-McKnight, LLC, a Minnesota limited liability company (the "Assignee"), as well as the assignment by Assignor to Assignee of all rights, duties, obligations and benefits of Assignor under the Agreement, and the assumption by Assignee of such rights, duties, obligations and benefits.

NOW, THEREFORE, in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board hereby executes this Consent for the purpose of evidencing its consent to and approval of 1) the conveyance by Assignor to Assignee of the Property and all improvements located thereon, 2) the assignment by Assignor to Assignee of all rights, duties, obligations and benefits of Assignor under the Agreement, and 3) the assumption by Assignee of such rights, duties, obligations and benefits.

[Signature Page Follows]

IN WITNESS WHEREOF, the Board has executed this Consent as of the day and year indicated above.

APPROVED:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

By _____
Stephen P. Schneider, General Manager

By _____
Matt Anfang, President

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

By _____
Todd Hurley, Director
Office of Financial Services

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Matt Anfang, President of the Board of Water Commissioners, a Minnesota municipal corporation, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens) ☒

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Mollie Gagnelius, Secretary of the Board of Water Commissioners, a Minnesota municipal corporation, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens) ☒

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Todd Hurley, Director, Office of Financial Services of the Board of Water Commissioners, a Minnesota municipal corporation, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens) ☒

EXHIBIT A

Legal Description

Lots One (1) through Fourteen (14), inclusive, Block Twenty (20), BATTLE CREEK HEIGHTS PLAT 3, according to the recorded plat thereof, together with that part of vacated Rounds Avenue which accrued to said property by reason of the vacation thereof; and

Block Sixteen (16), BATTLE CREEK HEIGHTS PLAT 2, according to the recorded plat thereof, together with that part of vacated Rounds Avenue which accrued to said property by reason of the vacation thereof;

Excepting therefrom the following described parcel: All that part of Lots Twelve (12) and Thirteen (13), Block Twenty (20) of BATTLE CREEK HEIGHTS PLAT 3, and of vacated Rounds Avenue, and of Block Sixteen (16) BATTLE CREEK HEIGHTS PLAT 2, that is encompassed by the following described line: Beginning at the Southeasterly corner of said Block Sixteen (16), thence due North along the West line of McKnight Road for two hundred eighty (280.00) feet, thence West at right angles for ninety-one and twenty-seven hundredths (91.27) feet, thence Westerly on a curve that has a radius of one hundred eighty (180.00) feet and the radius point for said curve is located one hundred twenty-three and thirty-nine hundredths (123.39) feet North and one hundred eighty (180.00) feet West of the foresaid point of beginning, for an arc distance of one hundred eighty-five and forty-five hundredths (185.45) feet, thence due West along a projection of the foresaid West line for one hundred three and twenty-seven hundredths (103.27) feet to a point that is three hundred seventy-two (372.00) feet West of the West line of McKnight Road, thence South parallel to McKnight Road for three hundred seventy-three and eighty-eight hundredths (373.88) feet to the Northerly line of North Park Drive, thence Easterly along the said Northerly line of North Park Drive for three hundred eighty-five and eighty-five hundredths (385.85) feet to the point of beginning.

(Abstract Property)