

0845272 Easement 2 on Map

1480

C700-1986  
CITY of St. Paul  
VACATION  
EASEMENT  
Doc. # 084527

VACATION OF  
OLD SMITH RD

STATE OF MINNESOTA }  
County of Ramsey } ss.  
City of St. Paul }

I, Albert B. Olson, City Clerk of the  
City of Saint Paul, do hereby certify that I have compared the at-  
tached printed copy of Council File No. 86-65  
approved January 27, 1986 with the original thereof  
now on file in my office.

I further certify that I have compared the attached plat with  
the original plat attached to the petition for the vacation of the  
streets and/or alleys specified in said resolution on file in my office,  
and that said copy of said resolution and said copy of said plat are  
true and correct copies of said originals, and the whole thereof.

I further certify that all the conditions of said resolution have  
been complied with.

WITNESS the seal of the City of Saint Paul this 21st  
day of July A. D. 1987.

Albert B. Olson  
City Clerk



ENTERED IN TRANSFER RECORD  
JULY 22 1987  
LOU MCKENNA  
Auditor, Ramsey County, Minnesota  
By [Signature]

SAINT PAUL CITY CLERK  
FINANCE DEPARTMENT  
CANARY DEPARTMENT  
BLDG. DEPARTMENT

# CITY OF SAINT PAUL Council Resolution

Council File NO. 86-65  
0845272

Presented By Chris Nicolson

Referred To \_\_\_\_\_ Committee: \_\_\_\_\_ Date \_\_\_\_\_

Out of Committee By \_\_\_\_\_ Date \_\_\_\_\_

RESOLVED, that upon the petition of Northern States Power Co. per File No. 16-1985, to vacate Smith Avenue between Shepard Road and Hill Street hereinafter described be and the same are hereby vacated and discontinued as a public street:

All that part of Smith Avenue lying northwesterly of a line drawn from a point on the northeasterly line of said Smith Avenue nineteen feet (19') northwesterly from the intersection of the northwesterly line of Shepard Road and the northeasterly line of Smith Avenue, when measured along the northeasterly line of said Smith Avenue; to a point on the southwesterly line of said Smith Avenue twenty-six (26') feet northwesterly of the intersection of the southwesterly line of said Smith Avenue and the northwesterly line of said Shepard Road, when measured along the southwesterly line of said Smith Avenue, and lying southeasterly of the southeasterly line of Hill Street; all in Northern States Power Co's. plat.

Subject expressly to the following conditions and reservations:

1. That the vacation be subject to all the terms and conditions of Chapter 130, codified March 1, 1981, of the St. Paul Legislative Code, as amended.
2. That a permanent easement for Water Utility purposes be retained on behalf of the City of Saint Paul, Board of Water Commissioners on, over, under and across Smith Avenue between the North right-of-way line of vacated St. Clair Avenue and the northwesterly right-of-way line of Shepard Road within the vacated area of said Smith Avenue and subject to the following restrictions:

### COUNCILMEN

Yeas	Draw	Nays	
	Mickus		In Favor
	Nicolson		
	Schellist		Against
	Sonnen		
	Tedesco		
	Wilson		

Adopted by Council: \_\_\_\_\_ Date \_\_\_\_\_

Certified Passed by Council Secretary  
By \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_

Requested by Department of: \_\_\_\_\_

By Chris Nicolson

Form Approved by City Attorney  
By [Signature] 1/7/86

Approved by Mayor for Submission to Council  
By [Signature]

Return copy to:  
Situations - Room 218

CITY OF SAINT PAUL  
Council Resolution

Council File NO. 86-63

Presented By Chris Hansen 0845272

Referred To \_\_\_\_\_ Committee: \_\_\_\_\_ Date \_\_\_\_\_

Out of Committee By \_\_\_\_\_ Date \_\_\_\_\_

-2-

- a. No buildings, structures, or trees are permitted within the easement area, or any temporary structure, material storage, fixture or other objects that will prohibit normal access to water facilities for maintenance purposes.
  - b. No change from the existing grade is permitted without written permission from the Water Utility.
  - c. No change in surfacing within the easement area is permitted without written permission from the Water Utility.
  - d. That the Petitioners, their successors and assigns shall fully indemnify, defend and save harmless the Board of Water Commissioners, its officers, agents, employees and servants from all suits, actions or claims which shall arise from any injuries or damages received or sustained by any break in any service pipe, water main, or connection in said reserved easement, arising out of or resulting from any action or negligence of the petitioner, its employees, agents or business invitees.
3. That a permanent sewer easement be retained on behalf of the City of Saint Paul, Department of Public Works, within the vacated area of said Smith Avenue and subject to the following restrictions:

COUNCILMEN

Yeas	Draw	Nays	
	Efstenk		_____ In Favor
	Nicols		
	Scheibel		_____ Against
	Sonnen		
	Tedesco		
	Wilson		

Adopted by Council: \_\_\_\_\_ Date \_\_\_\_\_

Certified Passed by Council Secretary

By \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

Requested by Department of: \_\_\_\_\_  
Finance & Management Services

By Edward J. Whelan Director

Form Approved by City Attorney

By Brock 1/7/82

Approved by Mayor for Submission to Council

By George Suter

3

PINK - FINANCE  
CANARY - DEPARTMENT  
BLUE - MAYOR

Return copy to:  
Valuations - Room 218

CITY OF SAINT PAUL

Council File NO. 86-65

**Council Resolution**

0845272

Presented By Chris Hansen

Referred To \_\_\_\_\_ Committee: \_\_\_\_\_ Date \_\_\_\_\_

Out of Committee By \_\_\_\_\_ Date \_\_\_\_\_

-3-

- a. No buildings, structures or trees are permitted within the easement area, or any temporary structure, material storage, fixture or other objects that will prohibit normal access to sewer facilities for maintenance purposes.
- b. No change from the existing grade is permitted without written permission from the Director of the Department of Public Works.
- c. No change in surfacing within the easement area is permitted without written permission from the Director of the Department of Public Works.
- 4. That a specific easement be retained within the vacated area to protect the interest of Northwestern Bell Telephone Company.
- 5. That as a condition of this vacation, Petitioner shall dedicate land to the State of Minnesota for the new High Bridge right-of-way. The legal description of this easement area is to be agreed upon between the Petitioner and the State of Minnesota.
- 6. The petitioner will not be required to pay compensation for this vacation as the dedication of the easement for the new High Bridge offsets the value of vacated Smith Avenue.
- 7. That the petitioners, their successors or assigns, by acceptance of the terms and conditions of this vacation, agree

COUNCILMEN		
Yeas	Draw	Nays
	Mason	
	Nicola	_____ In Favor
	Schubert	
	Sonnen	_____ Against
	Tedesco	
	Wilson	
Adopted by Council: _____ Date _____		
Certified Passed by Council Secretary		
By _____		
Approved by Mayor: _____ Date _____		
By _____		

Requested by Department of:  
Finance & Management Services

By Edward J. Wilson Director

Form Approved by City Attorney

By Richard 1/17/56

Approved by Mayor for Submission to Council

Edouard J. Wilson

SMITH AVE.  
SHERMAN CO. - 1/14 HILL ST.

VACATION

PORT OF ST. PAUL  
DEPT. OF PUBLIC WORKS  
SCALE: 1" = 50'

7/14/20  
187

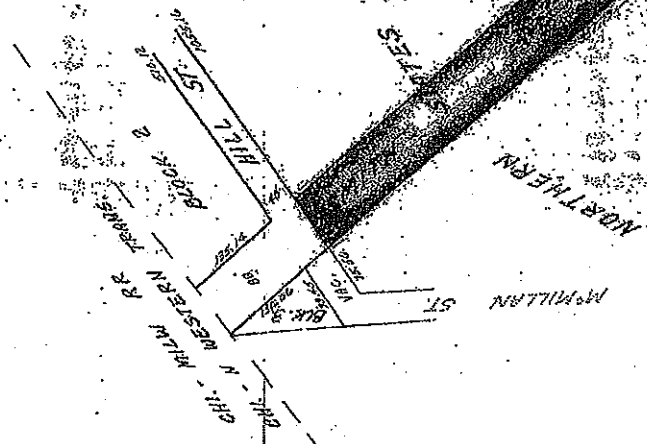
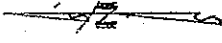
*R.A.*

PLAT

BLOCK 4 CO. 9

POWER

9



ST. 2  
R. ONE S&K SEC. 1

ADJACENT SEC. 12B-23

APPROVED BY  
SHERMAN CO. BOARD  
7/14/20

SMITH AVE.  
SHERMAN CO. - 1/14  
VACATION

845272

0845272

City of St Paul  
Northern States Power Co

7

NO OWNERS CERTIFICATE

CERTIFICATE NUMBER 339134  
 BOOK 525 PAGE 134  
 STATE OF MINNESOTA SS.  
 COUNTY OF RAMSEY  
 OFFICE OF THE REGISTRAR OF TITLES.  
 This is to certify that the within instrument was  
 filed in this office at St. Paul, Minn. on the  
5th day of Aug, A. D. 1987  
200 o'clock P. M.  
 JOHN C. MCLAUGHLIN  
 Registrar of Titles  
J. Buchmayer  
 Deputy

26-134-541124 (L.A.) R

IT's Doc. was  
Missed Bridge Cases  
Ret. 11-17-88

C700-1988  
STATE of MN  
CONDEMNATION  
Doc. # 0874015  
NEW HIGH  
BRIDGE

0874015

**FILED**

JUL 22 1988

J. E. GOCKOWSKI  
DISTRICT COURT ADMINISTRATOR  
By [Signature] Deputy

STATE OF MINNESOTA  
COUNTY OF RAMSEY

Easement 3 on Map

CONDEMNATION  
IN DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
Clerk's No. 482445

**ORIGINAL**

State of Minnesota, by Hubert H. Humphrey, III,  
its Attorney General,

Petitioner,

vs.

Northern States Power Company, Harris Trust and Savings Bank, City  
of St. Paul, County of Ramsey, also all other persons unknown  
claiming any right, title, estate, interest or lien in the real  
estate described in the Petition herein,

Respondents.

IN THE MATTER OF THE CONDEMNATION OF  
CERTAIN LANDS FOR TRUNK HIGHWAY PURPOSES

FINAL CERTIFICATE

ENTERED IN TRANSFER RECORD  
7-22-1988  
LOU MCKENNA  
Auditor, Ramsey County, Minnesota  
By [Signature] DEPUTY

0874015

By authority of Section 117.205 Minnesota Statutes, I hereby certify that the lands or rights herein described have been taken by the State of Minnesota in eminent domain proceeding for trunk highway purposes in conformity with the requirements of Chapter 117 of said statutes; that commissioners were duly appointed by the court to ascertain and report the amount of damages sustained by the several owners on account of such taking; that said commissioners qualified and made and filed their report of such damages; that the time for appeal from the awards in said report has expired; that appeals, if taken, have been disposed of; that all damages have been paid by the State of Minnesota; that said proceedings are now complete; and that said State now owns an easement in said lands, together with the following rights, to-wit: Has acquired all trees, shrubs, grass and herbage within the right of way herein taken, and has the exclusive control of the same.

A stipulation filed with the Court Administrator added the following reservations;

Reserving to the fee owner, Northern States Power Company, its successors or assigns, the following rights relating to the continued operation and maintenance of said owner's high bridge electric generating station, to-wit:

1. To use the surface of the lands within the easement area lying below the highway bridge for ingress to and egress from said facility for men, materials and equipment;
2. to use the surface of the lands within the easement area lying below the highway bridge for open storage of nonflammable and nonhazardous materials and for vehicle parking.
3. to use the subsurface of the lands within the easement area for installation of underground utilities including, but not limited to, gas and electric lines and conduits.



0874015

4. Northern States Power Company and its successors agree to hold harmless the State of Minnesota, the Minnesota Department of Transportation, the Commissioner of Transportation, its employees and agent from any and all claims for injury to persons or for damages to materials, vehicles, or equipment resulting from Northern States Power Company's use of the easement area, including, but not limited to, damages caused by snow, ice, debris, or other objects falling from the bridge.

The Commissioner of Transportation, on behalf of the State of Minnesota, has disclaimed in writing any right to erect and maintain temporary snow fences on any of the tracts herein involved.

Said lands are situate in Ramsey County, Minnesota, and are described as follows:

0874015

EASEMENT ACQUISITION

Parcel 7 S.P. 6223 (149=102) 901

That part of Tract A described below:

Tract A. Blocks 2 and 4, Northern States Power Company's Plat, according to the plat thereof on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota, excepting therefrom that part of said Block 4 deeded in the City of St. Paul as shown on survey filed with Document No. 412620; the title thereto being registered as evidenced by Certificate of Title No. 239134;


which lies southwesterly of a line run parallel with and distant 52 feet northeasterly of Line 1 described below:

Line 1. Beginning at a point on the east line of Section 1, Township 28 North, Range 23 West, distant 18.17 feet north of the southeast corner thereof, thence run northwesterly at an angle of 40 degrees 42 minutes 40 seconds from said east section line (measured from north to west) for 1100 feet and there terminating.

0874015

Dated at Saint Paul, Minnesota, this 15th day of July, 1988.

HUBERT H. HUMPHREY, III  
Attorney General

  
DAVID L. PHILLIPS  
Special Assistant Attorney General

Attorneys for State of Minnesota  
Department of Transportation  
Transportation Building  
John Ireland Blvd.  
St. Paul, Minnesota 55155



This instrument was drafted by the  
State of Minnesota Department of  
Transportation, RW Legal Services,  
St. Paul, Minnesota 55155

J. E. GOCKOWSKI, District Court Administrator,  
Ramsey County, State of Minnesota, does hereby  
certify that the attached instrument is a true  
and correct copy of the original as the said  
of record in my office.

Dated this 22 day of July, 1988  
J. E. GOCKOWSKI, District Court Administrator  
By Susan Michales Deputy  
File No. 482445

5

0874015

CERTIFICATE NUMBER 0874015  
 BOOK 525 PAGE 134

STATE OF MINNESOTA  
 COUNTY OF RAMSEY

OFFICE OF THE REGISTRAR OF TITLES

This is to certify that the within instrument was filed in this office at St. Paul, Minn. on the 22 day of July, A. D. 1918

By: *[Signature]* REGISTRAR OF TITLES  
 CR-1125

By: *[Signature]* Deputy

Book	525
Title Co.	18
Page	134
Tract Index	
Register	

6



NO OWNERS CERTIFICATE

83 40098

ST. PAUL, MINN., May 19, 1938.  
To all whom these presents shall come, I, the Mayor of the City of St. Paul, Minnesota, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk of the City of St. Paul, Minnesota, to-wit:

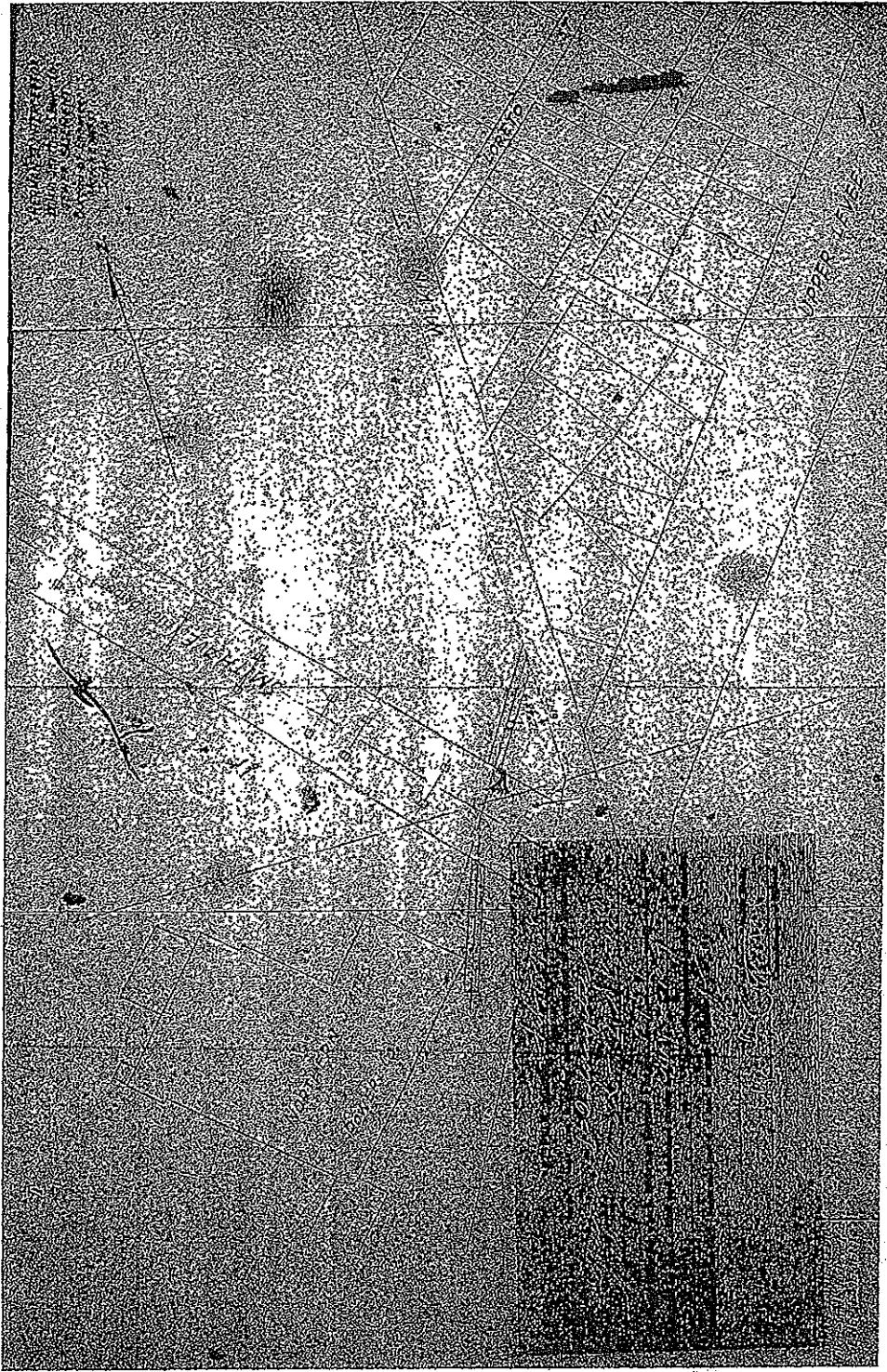
BOOK 732 PAGE 277  
STATE OF MINNESOTA  
CITY OF ST. PAUL  
JULY 21 1938

ST. PAUL, MINN., May 19, 1938.  
To all whom these presents shall come, I, the Mayor of the City of St. Paul, Minnesota, do hereby certify that the following is a true and correct copy of the original of the same as the same is on file in the office of the City Clerk of the City of St. Paul, Minnesota, to-wit:

102-58-5786  
170 4-19-38 915

89

81178



Easement 5 on Map

C700-2002  
CITY of ST. PAUL  
EASEMENT  
Doc. #1697493  
WILKIN ST.

Registrar of Titles, Ramsey, MN  
Date Filed: 7/22/2002 4:00 PM  
As Doc #: 1697493  
On CT # (s):  
517766.

DEDICATION OF EASEMENT

Purposes For Street, Drainage and Utility

Northern States Power Company, d/b/a Xcel Energy, a Minnesota corporation, ("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 unto the City of Saint Paul, a municipal corporation organized under the laws of the State of Minnesota, its successors and assigns, as Grantee, a permanent easement for street, drainage and utility purposes on, over, under and across the following tract of land being the County of Ramsey, State of Minnesota, described as follows:

An easement over, under and across that part of Block 4, NORTHERN STATES POWER COS. PLAT. ST. PAUL, MINN., according to the recorded plat thereof, Ramsey County, Minnesota, described as beginning at the northeast corner of said Block 4; thence South 37 degrees 14 minutes 52 seconds West, assumed bearing, along the southeasterly line of said Block 4, a distance of 409.64 feet to an angle point in the southeasterly line of Block 4; thence South 44 degrees 27 minutes 32 seconds West, along a southeasterly line of Block 4, hereinafter referred to as "Line A", a distance of 410.09 feet to an angle point in said southeasterly line of Block 4, being the point of beginning of the easement to be described; thence South 0 degrees 55 minutes 08 seconds East, along an easterly line of said Block 4, a distance of 311.41 feet; thence North 52 degrees 48 minutes 38 seconds West a distance of 12.71 feet to a line 10.00 feet westerly of and parallel with said easterly line of Block 4; thence North 0 degrees 55 minutes 08 seconds West a distance of 293.70 feet to the southwesterly extension of said "Line A"; thence northeasterly, along said southwesterly extension of "Line A", a distance of 14.05 feet to the point of beginning.

The rights granted hereunder shall include, but not be limited to, the right to construct necessary drainage facilities, erect signs, remove snow, maintain the street, maintain all utility installations, plant and maintain all landscaping installed at the Grantee's sole discretion. All rights granted hereunder may be exercised by the Grantee, its servants, agents and contractors.

K 2 05310  
06131

2

1  
and attached files

IN TESTIMONY WHEREOF, the Grantor, a corporation under the laws of the State of Minnesota, has caused this deed to be executed in its corporate name by its duly authorized officers, and attested to this 25th day of January, 2002.

By: Kent T. Larson  
Kent T. Larson  
State Vice President, Minnesota

STATE OF MINNESOTA }  
COUNTY OF Anoka } ss.

The foregoing instrument was acknowledged before me this 25th day of January, 2002, by Kent T. Larson, the State Vice President, Minnesota, of Northern States Power Company, d/b/a Xcel Energy, a corporation organized under the laws of the State of Minnesota on behalf of the corporation.



Lori A. Braum  
Notary Public

ACCEPTANCE OF  
DEDICATION OF REAL PROPERTY FOR PUBLIC USE

I, Shari Moore, the Deputy City Clerk of the City of Saint Paul, Ramsey County, Minnesota hereby certify that said City by Council Resolution of the 25th day of January, 2002, accepted on behalf of the public the foregoing easement for public street purposes as in addition to an existing public street.

CITY OF SAINT PAUL

By: Shari Moore  
Deputy City Clerk

This document was drafted by:

NORTHERN STATES POWER COMPANY  
d/b/a Xcel Energy  
300 Nicollet Mall, Suite 2900  
Minneapolis, Minnesota 55402  
Attention: Corporate Real Estate



Easement 6 on Map

C700-2003

UPPER  
LANDING  
VILLAGE  
EASEMENT

5177166

Registrar of Titles, Ramsey, MN

Date Filed: 8/25/2003 2:00 PM

As Doc #: 1772176

On CT #(s):

517766,

Doc. # 1772171

NOTED BY AUDITOR

Aug 25 20 03

Auditor, Ramsey County, Minnesota

By M. Simpson

EASEMENT  
ALONG  
CONDO'S  
(SPRING ST. +  
WILKINS)

CONSTRUCTION AND MAINTENANCE EASEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT dated effective this 14th day of July, 2003 is by and between Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, with an address of 800 Nicollet Mall, Suite 2900, Minneapolis, Minnesota 55402 (hereinafter referred to as "Grantor") and Upper Landing Urban Village Master Homeowners' Association, a Minnesota non-profit corporation, with an address of 12400 Whitewater Drive, Suite 120, Minnetonka, MN 55343 (hereinafter referred to as "Grantee").

WHEREAS, Grantor owns certain property ("Grantor's Property") located in Block 4, Northern States Power Co.'s Plat, Ramsey County, St. Paul, Minnesota, located immediately northwesterly of Wilkin Street and northeasterly of Spring Street legally described as follows, to wit:

Block 4, NORTHERN STATES POWER CO'S PLAT, ST. PAUL, MINN., according to the recorded plat thereof, Ramsey County, Minnesota, lying southeasterly and easterly of a line described as beginning at the northeast corner of said Block 4, thence South 89 degrees 59 minutes 52 seconds West, assumed bearing, along the north line of said Block 4, a distance of 50.25 feet to a line 40.00 feet northwesterly of and parallel with a southeasterly line of said Block 4, thence South 37 degrees 14 minutes 52 seconds West, along said line 40.00 feet northwesterly of and parallel with a southeasterly line of Block 4, a distance of 376.70 feet to an angle point in said line 40.00 feet northwesterly of and parallel with a southeasterly line of Block 4, thence South 44 degrees 27 minutes 32 seconds West along said line 40.00 feet northwesterly of and parallel with a southeasterly line of Block 4, a distance of 265.90 feet, thence South 37 degrees 07 minutes 44 seconds West a distance of 88.38 feet, thence southwesterly a distance of 164.22 feet along a tangential curve concave to the southeast having a radius of 354.91 feet and a central angle of 26 degrees 30 minutes 39 seconds to a line 50.00 feet westerly of and parallel with an easterly line of said Block 4, thence South 0 degrees 55 minutes 08 seconds East, along said line 50.00 feet westerly of and parallel with an easterly line of Block 4, a distance of 581.51 feet to the southwesterly line of said Block 4 and said line there terminating.

WHEREAS, Grantee has agreed to construct a berm, fence, and certain other improvements (the "Improvements") on Grantor's Property all as more fully described in that certain Memorandum Agreement by and between the parties dated as of January 18, 2002; and

1 of 4

OR 969531C  
147238

Old Republic Title

WHEREAS, in order to provide for the construction, maintenance and use of the Improvements, Grantor desires to create an easement and impose covenants, conditions and restrictions governing the construction maintenance and use thereof; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and the promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Grantee a non-exclusive construction and maintenance easement for ingress and egress to perform construction and maintenance activities on the Grantor's Property. This easement hereby granted is subject to the covenants, conditions and restrictions herein set forth.

Grantee shall be solely responsible for the costs of constructing the Improvements. In addition, Grantee shall be solely responsible for the cost of maintaining the Improvements from and after the date hereof until December 31, 2006, or the date that is three (3) years after completion of construction of the Improvements, whichever occurs first. Thereafter, Grantor shall maintain the Improvements that exist on Grantor's Property, other than the fence and Grantee shall maintain the fence and all Improvements situated on Grantee's adjacent property.

This easement is non-exclusive and the Grantor, on behalf of itself, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates, reserves the right to grant easements for other purposes. In the event that other easement rights are created, said Grant of Easement shall contain language which shall minimize the interference with the use of the easement granted hereunder and requires that any and all damages to the Improvements constructed under this easement be repaired and fully restored.

Grantee shall indemnify Grantor against any claim for personal or property damage resulting from the use of the easement area by Grantee, its tenants, employees, guests and invitees. Said indemnification shall also include reasonable attorney fees incurred by Grantor.

With regard to the Improvements, Grantee shall indemnify Grantor against any mechanic's lien claims arising from work performed on the Improvements within the easement area. In the event a mechanic's lien claim is filed for work performed on the Improvements, Grantee shall file a bond with the District Court and obtain an order releasing Grantor from said Mechanic's Lien claim.

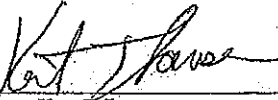
In the event a dispute arises between Grantee and Grantor regarding any provision contained herein, the parties shall submit said dispute to binding arbitration. Each party shall select an arbitrator. The arbitrators shall meet and determine the date, time and place for the hearing, which date shall be at least twenty-eight (28) days after the meeting. The arbitrator shall then notify each party in writing of the date, time and place of said hearing. The arbitration shall be conducted pursuant to the rules of the American Arbitration Association. All rights, covenants, conditions and restrictions contained herein shall run with the land and be binding upon the parties, their directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates as well as their tenants, guests and invitees.

Nothing contained herein imposes any obligation to construct or maintain the Improvements, it being agreed that such obligations have been created pursuant to a separate written agreement. This Construction and Maintenance Easement may only be amended by written instrument executed by Grantee and Grantor.

*[The balance of this page intentionally left blank.]*

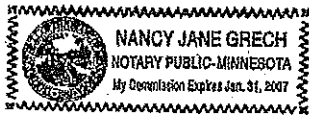
IN WITNESS WHEREOF, the parties have executed this Construction and Maintenance Easement effective as of this date first above written.

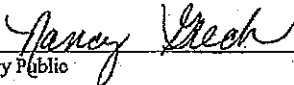
GRANTOR:  
NORTHERN STATES POWER COMPANY,  
a Minnesota corporation d/b/a Xcel Energy

  
By: Kent T. Larson  
Its: State Vice President, Minnesota

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF RAMSEY     )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2003, by Kent T. Larson, State Vice President of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, on behalf of the corporation.



  
Notary Public

[Continued on following page]

1772176

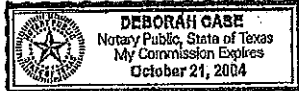
GRANTEE:

UPPER LANDING URBAN VILLAGE MASTER  
HOMEOWNERS' ASSOCIATION,  
a Minnesota non-profit corporation

By: *Stephen M. Weinberg*  
Name: Stephen M. Weinberg  
Its: President

STATE OF TEXAS        )  
                                  ) ss.  
COUNTY OF DALLAS    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2003,  
by Stephen M. Weinberg, President of Upper Landing Urban Village Master Homeowners' Association, a  
Minnesota non-profit corporation, on behalf of the corporation.



*Deborah Case*  
Notary Public

This Instrument Drafted By:

Fredrikson & Byron, P.A. (SDS)  
4000 Pillsbury Center  
200 South Sixth Street  
Minneapolis, MN 55402

#28068151

4

Easement 7 on Map

C700-2002  
CITY of ST. PAUL  
EASEMENT  
Doc. # 1697492

Registrar of Titles, Ramsey, MN  
Date Filed: 7/22/2002 4:00 PM  
As Doc #: 1697492  
On CT #(s):  
517766.

INTERSECTION  
SPRING ST. AND  
WASHINGTON ST.

DEDICATION OF EASEMENT

Purposes

For Street, Drainage and Utility

Northern States Power Company, d/b/a Xcel Energy, a Minnesota corporation, ("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 unto the City of Saint Paul, a municipal corporation organized under the laws of the State of Minnesota, its successors and assigns, as Grantee, a permanent easement for street, drainage and utility purposes on, over, under and across the following tract of land being the County of Ramsey, State of Minnesota, described as follows:

An easement over, under and across that part of Block 4, NORTHERN STATES POWER CO'S. PLAT, ST. PAUL, MINN., according to the recorded plat thereof, Ramsey County, Minnesota, described as beginning at the northeast corner of said Block 4; thence South 37 degrees 14 minutes 52 seconds West, assumed bearing, along the southeasterly line of said Block 4, a distance of 99.51 feet; thence northeasterly a distance of 41.98 feet along a tangential curve concave to the northwest having a radius of 220.00 feet and a central angle of 10 degrees 55 minutes 55 seconds; thence northeasterly a distance of 39.12 feet along a reverse curve concave to the southeast having a radius of 230.00 feet and a central angle of 8 degrees 00 minutes 20 seconds; thence North 14 degrees 47 minutes 21 seconds West a distance of 16.17 feet to the north line of said Block 4; thence South 89 degrees 59 minutes 32 seconds East, along said north line of Block 4, a distance of 21.36 feet to the point of beginning.

The rights granted hereunder shall include, but not be limited to, the right to construct necessary drainage facilities, erect signs, remove snow, maintain the street, maintain all utility installations, plant and maintain all landscaping installed at the Grantee's sole discretion. All rights granted hereunder may be exercised by the Grantee, its servants, agents and contractors.

SR: 6953-2  
JL13

Old Republic Title

IN TESTIMONY WHEREOF, the Grantor, a corporation under the laws of the State of Minnesota, has caused this deed to be executed in its corporate name by its duly authorized officers, and attested to this 25th day of January, 2002.

By: Kent T. Larson  
Kent T. Larson  
State Vice President, Minnesota

STATE OF MINNESOTA )  
COUNTY OF Anoka ) ss.

The foregoing instrument was acknowledged before me this 25th day of January, 2002, by Kent T. Larson, the State Vice President, Minnesota of Northern States Power Company, d/b/a Xcel Energy, a corporation organized under the laws of the State of Minnesota on behalf of the corporation.



Lori A. Braum  
Notary Public

ACCEPTANCE OF  
DEDICATION OF REAL PROPERTY FOR PUBLIC USE

I, Shari Meese, the Deputy City Clerk of the City of Saint Paul, Ramsey County, Minnesota hereby certify that said City by Council Resolution of the 5th day of June, 2002, accepted on behalf of the public the foregoing easement for public street purposes as in addition to an existing public street.

CITY OF SAINT PAUL

By: Shari Meese  
Its: Deputy City Clerk

This document was drafted by:

NORTHERN STATES POWER COMPANY  
d/b/a Xcel Energy  
800 Nicollet Mall, Suite 2900  
Minneapolis, Minnesota 55402

Attention: Corporate Real Estate