C700-1986
CITY of St. Pa
VACATION
EASEMENT

Doc. #084527

VACATION OF
OLD SMITH AV

0845272 Easement 2 on Map

1420

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

I, Albert B. Olson, City Clerk of the City of Saint Paul, do hereby certify that I have compared the attached 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. 19 87

Albert B Olson
City Clerk

ENTERED IN TRANSFER RECORD
JULY 22 1987
LOU McKENNA
Auditor, Ramsey County, Minnesota
By
PROPERTY

WHITE - CITY CLERK
PINK - FINANCE
CANARY - DEPARTMENT
BLUE - MAYOR

CITY OF SAINT PAUL
Council Resolution

Council File NO. 86-65
0845272

Presented By Chris Kiscaden

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		Nays
	Drew	
	Misanz	
	Nicosia	
	Scheibel	
	Sonnen	
	Tedesco	
	Wilson	

_____ In Favor

_____ Against

Adopted by Council: Date _____

Certified Passed by Council Secretary

By _____

Approved by Mayor: Date _____

By _____

Requested by Department of:

By _____

Form Approved by City Attorney

By _____ 1/7/86

Approved by Mayor for Submission to Council

By _____

2

...turn copy to:
...aluations - Room 218

CITY OF SAINT PAUL
Council Resolution

Council File NO. 86-65

0845272

Presented By Chris Nicosia

Referred To ____________ Committee: Date ________

Out of Committee By ____________ Date ________

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 Nays
Drew
Masanz
Nicosia
Scheibel
Sonnen
Tedesco
Wilson

______ In Favor

______ Against

Adopted by Council: Date ______

Certified Passed by Council Secretary

By ______

Approved by Mavor: Date ______

By ______

Requested by Department of:

Finance & Management Services

By Edward J. Warn Director

Form Approved by City Attorney

By [signature] 1/7/86

Approved by Mayor for Submission to Council

By George Latimer

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 Nicosia

Referred To _____ Committee: Date _____

Out of Committee By _____ Date _____

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: Drew, Masanz, Nicosia, Scheibel, Sonnen, Tedesco, Wilson

Nays

_____ In Favor

_____ Against

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. Warren Director

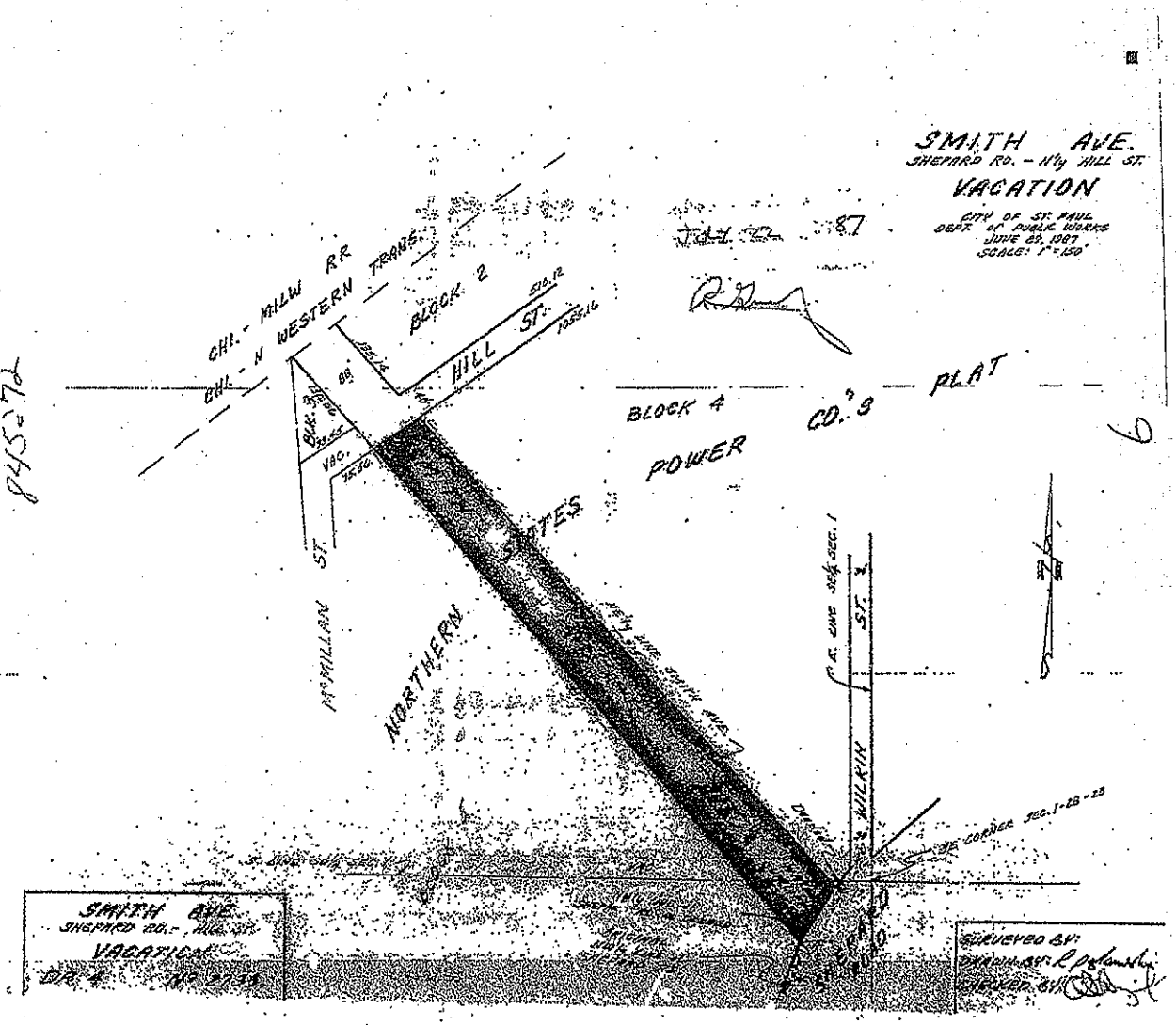
Form Approved by City Attorney

By [signature] 1/7/86

Approved by Mayor for Submission to Council

By George Latimer

4


SMITH AVE.
SHEPARD RD. - N'ly HILL ST.
VACATION
CITY OF ST. PAUL
DEPT. OF PUBLIC WORKS
JUNE 29, 1987
SCALE: 1" = 150'
CHI. - MILW RR
CHI. - N WESTERN TRANS.
BLOCK 2
HILL ST.
BLOCK 4
POWER
CO.'S
PLAT
STATES
NORTHERN
McMILLAN ST.
WILKIN ST.
SMITH AVE.
SHEPARD RD. - HILL ST.
VACATION
SURVEYED BY:
DRAWN BY:
CHECKED BY:

845272

6

0845272

City of St Paul
to
Northern States Power Co

-7-

NO OWNERS CERTIFICATE

CERTIFICATE NUMBER 239134

BOOK 525 PAGE 134

STATE OF MINNESOTA
COUNTY OF RAMSEY SS.

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 at 2:00 o'clock P M.

JOHN C. MCLAUGHLIN
Registrar of Titles

By N. Buchmayer
Deputy

CR 1229

[illegible] (pt) R

It's Doc. was ... New Bridge Area Rcd. 11-17-08

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

0874015

FILED
JUL 22 1988
J. E. GOCKOWSKI
DISTRICT COURT ADMINISTRATOR
By ____ Deputy

Easement 3 on Map

STATE OF MINNESOTA

COUNTY OF RAMSEY

ORIGINAL

CONDEMNATION

IN DISTRICT COURT

SECOND JUDICIAL DISTRICT
Clerk's No. 482445

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 T. Hueger
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. 412820; 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

DISTRICT COURT
FILED
JUL 22 1988
RAMSEY COUNTY, MINN.

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 on file and of record in my office.

Dated this 22 day of July, 1988

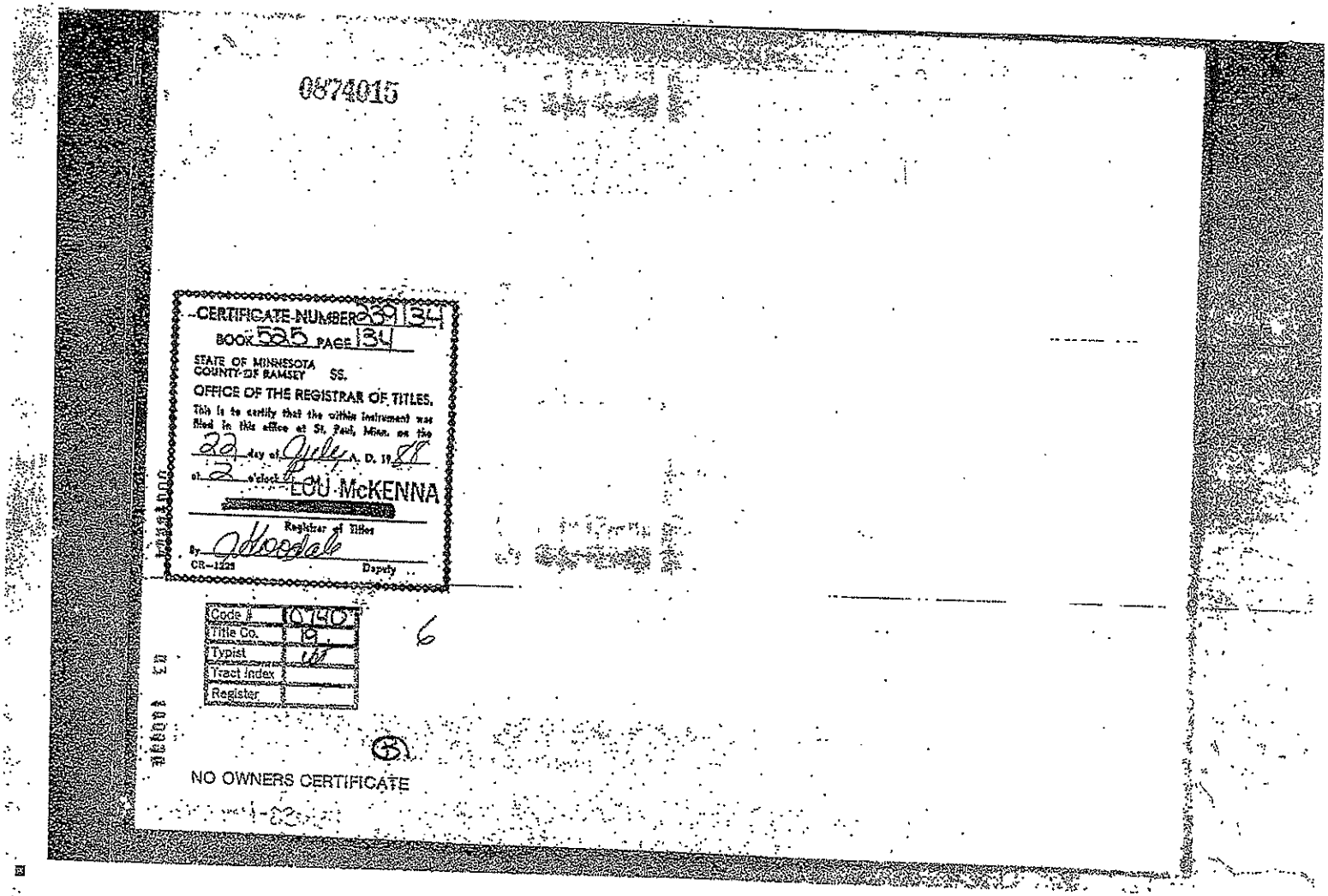
J. E. GOCKOWSKI, District Court Administrator

By Susan Hughes Deputy

File No. 98 2445

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

5



0874015

CERTIFICATE NUMBER 39134
BOOK 525 PAGE 134

STATE OF MINNESOTA
COUNTY OF RAMSEY SS.

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. 19 88 at 2 o'clock P.M.

LOU McKENNA
Register of Titles

By [illegible] Deputy

CR—1225

Code #	10740
Title Co.	19
Typist	MR
Tract Index	
Register	

6

NO OWNERS CERTIFICATE

68

0169968

0169968

Easement
City of St. Paul

C. F. No. 107521—By I. C. Per
In the Matter of condemning
ing an easement 12 ft. in
the purpose of construc
maintaining a public sew
der, across and through
States Power Company Pl
Minn. the center line of
ment is a line described
Beginning on the west li
Kin St. 136.72 feet north o
line of Section 1, T-29, R
southwesterly at an angle
with the said west line of
a distance of 163 ft. then
westerly at an angle to th
12° 44' a distance of 171
Preliminary Order 106010,
March 30th, 1937; Intermedi
107256, approved April 28th
A public hearing having
upon the above improvement
notice, and the Council hav
all persons, objections and re
tions relative thereto, an
fully considered the same; th
be it

Resolved, By the Council of the
of St. Paul that the precise nature, ex
tent and kind of improvement to be
made by the said City is condemning
and taking an easement 12 ft. in width
for the purpose of constructing and
maintaining a public sewer on, under,
across and through Northern States
Power Company Plat, St. Paul, Minn.
and the Council hereby orders said
improvements to be made.

Resolved Further, That the follow-
ing land, lands or easements therein be
and the same are hereby ordered to
be taken, appropriated and condemned
for the purpose of making the said
improvements, viz.:

Beginning on the west line of Wilkin
St. 136.72 ft. north of the south line of
Section 1, T-29, R-23, thence south-
westerly at an angle of 32° 43' with
the said west line of Wilkin St. a dis-
tance of 163 ft. thence southwesterly at
an angle to the left of 12° 44' a dis-
tance of 171 feet—all on, under, across
and through Northern States Power
Company Plat.

Resolved Further, That the Commis-
sioner of Public Works be and is here-
by instructed and directed to prepare
plans and specifications for said im-
provement, and submit same to the
Council for approval; that upon said
approval the proper city officials are
hereby authorized and directed to pro-
ceed with the making of said improve-
ment in accordance therewith.

Adopted by the Council May 25, 1937.
Approved May 25, 1937.
(May 25, 1937)

C. F. No. 109734—
In the matter of condemning and tak-
ing an easement 12 feet in width for
the purpose of constructing and
maintaining a public sewer on, un-
der, across and through Northern
States Power Company Plat, St. Paul,
Minnesota, the center line of which
easement is a line described as fol-
lows: Beginning on the west line
of Wilkin Street, 136.72 feet north of
the south line of Section 1, Town-
ship 28, Range 23, thence southwest-
erly at an angle of 32° 43' with the
said west line of Wilkin Street a
distance of 163 feet, thence south-
westerly at an angle to the left of
12° 44' a distance of 171 feet, under
Preliminary Order 106010, approved
March 30, 1937; Intermediary Order
107256, approved April 28, 1937;
Final Order 107521, approved May
25, 1937.

A public hearing having been had
upon the taking and condemnation of
the lands or easements therein, for
the above improvement, and the awards
of damages thereto, and also upon the
assessment of benefits thereto, and
the Council having duly considered the
same, now therefore be it

Resolved, That the taking and con-
demnation of the lands described in
the annexed assessment roll, identified
by the signature of the Commissioner
of Finance, and made a part hereof,
and the awards of damages to the
owners of such lands for said taking
and condemnation as set forth in said
assessment roll, be and the same is
hereby in all respects ratified and con-
firmed.

Resolved, Further, that the said as-
sessment of benefits, be and the same
is hereby in all respects ratified, and
the same is hereby ordered to be sub-
mitted to the District Court for con-
firmation.

Adopted by the Council Jan. 12, 1938.
Approved Jan. 12, 1938.

INTERNATIONAL 51786
BOOK 132 PAGE 58
STATE OF MINNESOTA
County of Ramsey
OFFICE OF THE REGISTRAR OF TITLES
[illegible]

132-58-51786

1:00 PM 4-19-38 9:15 AM

Easement 4 on Map

C200-7938
CITY OF
ST. PAUL
EASEMENT
DOC.#
0169968
SEWER
EASEMENT

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 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 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.

1 2

Initials Title

IX4265316
.UL131

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)
) ss.
COUNTY OF Hennepin)

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 - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2005

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 5th day of June, 2002, accepted on behalf of the public the foregoing easement for public street purposes as an addition to an existing public street.

CITY OF SAINT PAUL

By: Shari Moore
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

Easement 6 on Map

C700-2003
UPPER LANDING VILLAGE EASEMENT
Doc. # 1772171

Registrar of Titles, Ramsey, MN
Date Filed: 8/25/2003 2:00 PM
As Doc #: 1772176
On CT #('s):
517766,

NOTED BY AUDITOR
Aug 25 2003
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 14th 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.

NANCY JANE GRECH
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2007

Notary Public

[Continued on following page]

1772176

GRANTEE:

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

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

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 4th 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, State of Texas
My Commission Expires
October 21, 2004

_____
Notary Public

This Instrument Drafted By:

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

#2806815\1

Easement 7 on Map

C700-2002
CITY of ST. PAUL
EASEMENT
Doc. #1697492
INTERSECTION
SPRING ST. AND
WASHINGTON ST.

Registrar of Titles, Ramsey, MN
Date Filed: 7/22/2002 4:00 PM
As Doc #: 1697492
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 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 280.00 feet and a central angle of 8 degrees 00 minutes 20 seconds; thence North 14 degrees 47 minutes 21 seconds West a distance of 10.17 feet to the north line of said Block 4; thence South 89 degrees 59 minutes 52 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.

SRC 6953-C
UC13

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)
) ss.
COUNTY OF Anoka)

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 - MINNESOTA
MY COMMISSION
EXPIRES JAN 31, 2006

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 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 Moore
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