

ELECTRIC EASEMENT
(Smith Avenue Ramp Site)

KNOW ALL BY THESE PRESENTS, that the undersigned, hereinafter called “Grantor”, in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by **NORTHERN STATES POWER COMPANY**, a Minnesota corporation (the “Company”), the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto said Company, its successors and assigns, hereinafter called “Grantee”, an easement with the right, privilege and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain its facilities for the transmission and distribution of electrical energy, including the necessary stubs, electric cables, conduits, vaults, pedestals, manholes and facilities related and appurtenant thereto, over, across, under and upon a certain portion of the following described land situated in the County of Ramsey, State of Minnesota, (hereinafter called “Property”) to-wit:

Lot 1, Block 1, Cleveland Circle
(Torrens Certificate of Title No. 630263)

Except for the right of access and temporary working area, said easement shall be limited to that part of the Property that is depicted on Exhibit A attached hereto and that is described as follows (the “Easement Area”):

An easement over, under and across that part of the herein before described Property which lies within the following described area:

Commencing at the most northerly corner of Lot 1, Block 1, Cleveland Circle; thence South 45 degrees 29 minutes 22 seconds East 70.00 feet along the northeasterly line of said Lot 1 to the point of beginning of the area to be described; thence South 44 degrees 30 minutes 38 seconds West 40.00 feet; thence South 11 degrees 47 minutes 58 seconds East 36.06 feet; thence North 44 degrees 30 minutes 38 seconds East 60.00 feet to the northeasterly line of said Lot 1; thence North 45 degrees 29 minutes 22 seconds West 30.00 feet along the northeasterly line of said Lot 1 to the point of beginning and there terminating.

The grant of easement herein contained shall also include the right of reasonable access to said Easement Area across the Property for the purpose of exercising the rights granted herein, together with the right to remove from the Easement Area any structure, trees, shrubbery, or other object or obstruction which in Grantee’s opinion interferes with said facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof. The grant of easement herein contained shall also include the right

of reasonable use of the Property immediately adjacent to the Easement Area by Grantee for tree trimming purposes and for temporary construction area during construction, repair or replacement of said electric facilities.

Grantee shall, after installation of the above described electrical facilities, or after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area, that Grantor will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said electrical facilities.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above-described Property and has the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor and its successors and assigns.

The Grantor agrees to execute and deliver to Grantee, at Grantee's cost, without additional compensation any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the electric lines or equipment.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from Minnesota Deed Tax.

SIGNATURE PAGE FOLLOWS

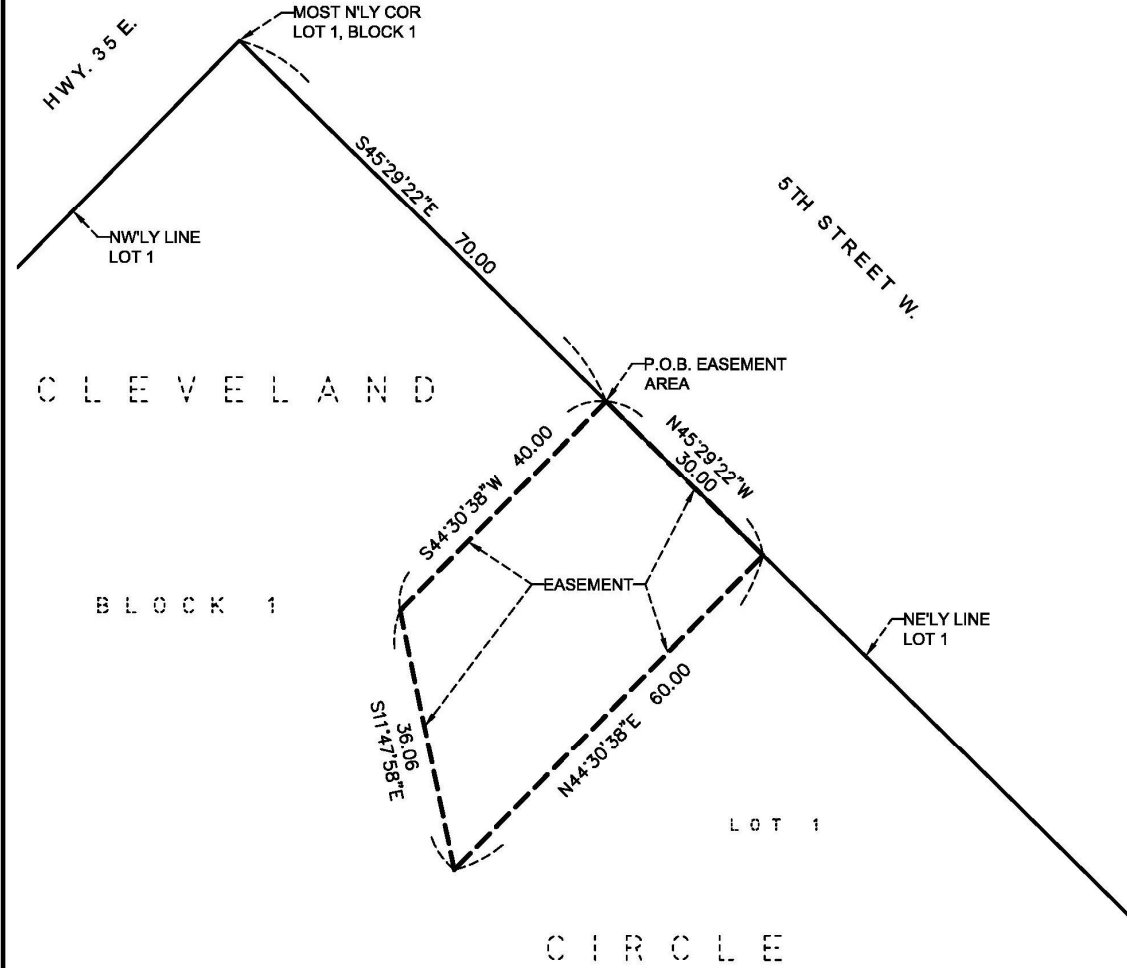
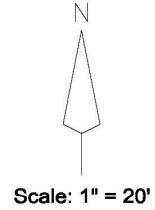
Exhibit A Depiction of Easement Area



**NORTHERN STATES POWER
MINNESOTA**

EXHIBIT A SHEET 1 OF 2

Certificate of Survey
 Location: City of St. Paul, Ramsey County, Minnesota
 Grantor: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota
 See Sheet 2 of 2 for descriptions.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.


 PETER D. GITZEN LIC. NO. 44901

DATE: 4/18/2024

PARCEL: HOUSING AND REDEVELOPMENT
 AUTHORITY OF ST. PAUL
 SEC. 6, T. 28N., R. 22W.
 CO.: RAMSEY

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NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2

Certificate of Survey

Location: City of St. Paul, Ramsey County, Minnesota

Grantor: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota

"Property"

Lot 1, Block 1, Cleveland Circle, Ramsey County, Minnesota.

Easement Area:

An easement over, under, and across that part of the herein before described "Property" which lies within the following described area:

Commencing at the most northerly corner of Lot 1, Block 1, Cleveland Circle; thence South 45 degrees 29 minutes 22 seconds East 70.00 feet along the northeasterly line of said Lot 1 to the point of beginning of the area to be described; thence South 44 degrees 30 minutes 38 seconds West 40.00 feet; thence South 11 degrees 47 minutes 58 seconds East 36.06 feet; thence North 44 degrees 30 minutes 38 seconds East 60.00 feet to the northeasterly line of said Lot 1; thence North 45 degrees 29 minutes 22 seconds West 30.00 feet along the northeasterly line of said Lot 1 to the point of beginning and there terminating.

Containing 0.034 acres, more or less.

PARCEL: HOUSING AND REDEVELOPMENT
AUTHORITY OF ST. PAUL
SEC. 6, T. 28N., R. 22W.
CO.: RAMSEY