

NOV 18 1987

IN THE MATTER OF THE PETITION OF THE  
PROPERTY OWNERS WITHIN THE TOWN OF BAYTOWN,  
AN UNINCORPORATED AREA,  
TO ANNEX SAID AREA TO THE CITY OF OAK PARK HEIGHTS,  
MINNESOTA PURSUANT TO M.S. 414.033

- - - - -

TO: Minnesota Municipal Board  
165 Metro Square Building  
St. Paul, Minnesota 55101

The City of Oak Park Heights, having received several petitions to annex unincorporated land lying and being within the Town of Baytown, files this consolidated Petition. Said petitions are attached hereto and made a part hereof by reference and are marked Exhibit "A".

1. The area proposed for annexation is described in Exhibit "B" hereto attached. Said land abuts the city limits of the City of Oak Park Heights, and no part of the area described in Exhibit "B" is a part of an incorporated municipality. No part of said area is designated for orderly annexation.

2. The petitioners believe that all of said area is about to become urban or suburban in character.

3. Said area contains 196 acres, and the area is contiguous.

4. To the knowledge of petitioners, all of the property owners in the affected area have joined or consented to said petition. That Heritage Development, Inc. has entered into a Purchase Agreement to purchase the land contained within the plat of Cleveland Terrace, subject to annexation; however, all of the fee owners have joined or consented to the annexation.

5. The municipalities and agencies entitled to notice are as follows:

Town of Baytown  
c/o Charlotte Kirby, Clerk  
13131 - 40th Street North  
Stillwater, MN 55082

City of Stillwater  
216 North Fourth Street  
Stillwater, MN 55082

Jerry Fontaine  
Planning Commission Chairman  
City of Stillwater  
1618 West Willard Street  
Stillwater, MN 55082

County of Washington  
Washington County Government Center  
14900 - 61st Street North  
Stillwater, MN 55082

Washington County Planning Department  
Washington County Government Center  
14900 - 61st Street North  
Stillwater, MN 55082

Dated: 12/17/87

CITY OF OAK PARK HEIGHTS

By Frank O. Sommerfeldt  
Mayor

By Jo Anne Hilson  
City Clerk/Administrator

NOV 18 1987

Exh. A

IN THE MATTER OF THE PETITION OF  
HERITAGE DEVELOPMENT, INC. FOR  
ANNEXATION OF UNINCORPORATED ADJOINING  
PROPERTY TO THE CITY OF OAK PARK HEIGHTS,  
MINNESOTA PURSUANT TO M.S. 414.033

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TO: City of Oak Park Heights and  
Minnesota Municipal Board

The Minnesota Municipal Board is hereby requested to hold a public hearing on the question of annexing certain property to the City of Oak Park Heights, Minnesota.

The Petitioner for annexation is:

Heritage Development, Inc.

The property proposed for annexation is described as follows:

All of Cleveland Terrace on file and of record in the office of the County Recorder in and for the County of Washington, Minnesota.

1. The area proposed for annexation abuts the city limits at the Oakgreen Avenue North boundary thereof, and none of it is presently a part of any incorporated city or in an area designated for orderly annexation.

2. The petitioners believe that all of this property is or is about to become urban or suburban in character.

3. Heritage Development, Inc. has an agreement to purchase all of Cleveland Terrace except Patricia M. Peterson's property, legally described as Lot 3, Block 3, Cleveland Terrace, and Timothy A. Hendrickson's and Christina S. Hendrickson's property, legally described as Lot 2, Block 2, Cleveland Terrace.

4. Patricia M. Peterson, Christina S. Hendrickson and Timothy A. Hendrickson have herein consented to this Petition to annex Cleveland Terrace to the City of Oak Park Heights. (See attached Consent forms.)

5. The reason for requesting the annexation is:

Heritage Development, Inc. requests this annexation since it will be impossible to develop its property unless Oak Park Heights annexes the Cleveland Terrace property in Baytown Township. Cleveland Terrace is in need of the following municipal services: sanitary, sewer and water.

6. Parties entitled to notice under Minnesota Statutes 414.09 are: Baytown Township, Oak Park Heights Municipality, Washington County and the planning agencies of Baytown Township and Oak Park Heights.

Dated: \_\_\_\_\_

11/9/87

HERITAGE DEVELOPMENT, INC.

By \_\_\_\_\_

James Gardner  
its President

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between Timothy A. Hendrickson and Christina S. Hendrickson (hereinafter Hendricksons) and Heritage Development, Inc. (hereinafter "Heritage").

WHEREAS, it is Heritage's desire to annex Cleveland Terrace in Baytown Township to Oak Park Heights.

WHEREAS, it is Hendricksons' desire to consent to the annexation in consideration for certain promises made by Heritage to the Hendricksons, the owners of Lot 2, Block 2, Cleveland Terrace.

NOW THEREFORE, the parties hereto agree as follows, to-wit:

1. The Hendricksons have agreed to and have simultaneously herewith executed the consent to annex Cleveland Terrace in Baytown Township to Oak Park Heights.
2. Heritage has agreed to pay for all assessments for sewer, water and street improvements.
3. Heritage has agreed to quit claim deed a 48.2 foot wide parcel on the east side of the Hendricksons' property and that 48.2 feet plus the Hendricksons' existing lot would be combined as one lot in the plat.

Two sets of sewer and water services shall be stubbed for the new Hendricksons' parcel.

Heritage's agreement to pay for assessments excludes payment for sewer availability charges and water availability charges. This agreement includes hook up charges for sewer and water.

The provisions of this agreement will be incorporated into the developers agreement between the City of Oak Park Heights and Heritage.

This agreement is contingent on the plat approval and annexation of Cleveland Terrace in Baytown Township to Oak Park Heights.

*Timothy A. Hendrickson*      *Christina S. Hendrickson*

*Heritage Development, Inc.*

IN WITNESS WHEREOF, the parties hereto have set their hands  
the day and year first above written.

Dated:

10/21/87

Timothy A. Hendrickson

Timothy A. Hendrickson

Christina S. Hendrickson

Christina S. Hendrickson

Dated:

Paul H. Lee

Div. President

HERITAGE DEVELOPMENT, INC.

By

Paul H. Lee

Its

# PURCHASE AGREEMENT

FORM APPROVED BY MINNESOTA ASSOCIATION OF REALTORS

WHITE—Office Copy  
YELLOW—Buyer's Copy  
PINK—Seller's Copy  
GOLD—Buyer's Receipt

July 19 87

RECEIVED OF Heritage Development Inc.

the sum of Three thousand dollars (\$ 3000.00 ) DOLLARS  
Check

as earnest money and in part payment for the purchase of property at  
(Check, Cash or Note — State Which)

18.3 acres in (Cleveland Terrace) except Lot 8, Block 1, Lot 2, Block 2, Lot 3, Block 3.  
County of Washington State of Minnesota, and legally described as follows, to-wit:

Legal to govern. By registered land survey.

including all garden bulbs, plants, shrubs and trees, all storm sash, storm doors, detachable vestibules, screens, awnings, window shades, blinds (including venetian blinds), curtain rods, traverse rods, drapery rods, lighting fixtures and bulbs, plumbing fixtures, hot water tanks and heating plant (with any burners, tanks, stokers and other equipment used in connection therewith), water softener and liquid gas tank and controls (if the property of seller), sump pump, television antenna, incinerator, built-in dishwasher, garbage disposal, ovens, cook top stoves and central air conditioning equipment, if any, used and located on said premises and including also the following personal property:

Land Only.

all of which property the undersigned has this day sold to the buyer for the sum of:

One hundred eighteen thousand nine hundred fifty (\$ 118,950.00) DOLLARS,  
which the buyer agrees to pay in the following manner:

Earnest money herein paid \$ 3000.00 and \$ 22,000.00 cash, on 11/1/87 or upon the date of closing.

approval of plans by the city of  
Oak Park Heights.

The exact purchase price is arrived at as follows. \$6500.00 dollars per acre for 18.3 acres, more or less. \$3000.00 earnest monies and \$22,000.00 down at closing. The balance of \$93,950.00 will be paid by Contract for Deed for a period of four years from the date of closing. The aforementioned Contract for Deed will have an annual interest rate of 9% paid annually at the anniversary of closing. In addition there will be minimum principal payments of \$18,000.00 plus interest to be paid annually on the anniversary of the date of closing. These principal and interest payments will, at buyers discretion, be reduced by annual total of the lot release payments indicated in paragraph four of the attached addendum, which is part of this agreement.

Subject to this agreement, the seller agrees to execute and deliver a Marketable Warranty Deed (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of premises without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.
- (e) Rights of tenants as follows: (unless specified, not subject to tenancies)

The buyer shall pay the real estate taxes due in the year 19 88 and any unpaid installments of special assessments payable therewith and thereafter. Seller warrants that real estate taxes due in the year 19 88 will be non homestead classification (full, partial or non-homestead — state which)

Seller covenants that buildings, if any, are entirely within the boundary lines of the property and agrees to remove all personal property not included herein and all debris from the premises prior to possession date. Seller warrants all appliances bearing air conditioning units

10 is  
is covered  
+ Selling Real Estate

SUPPLEMENT TO CONTRACT

Seller knows of no dumping or burying of hazardous materials or waste on said property.

Seller shall pay all taxes and assessments due and pending in full. Seller agrees to join in the execution of any and all documents necessary or incidental to Buyer platting of property at no expense to Seller.

Seller agrees to subordinate to construction loans for the purpose of installing utility and street service and other necessary improvements into property.

Seller to release one lot by providing Warranty Deed to Buyer for each principal reduction payment of \$2,000.00 plus interest due on same amount. Four lots will be released at closing.

This sale is contingent upon satisfactory zoning, plat, approval, necessary permits for the DNR, permits from the Corp of Engineers, and FHA and VA approval. It is further agreed Seller shall join the Buyer in any request to any governmental agencies to satisfy the above. All costs incurred in connection with such platting, rezoning, or development shall be borne by Buyer.

The Buyer(s) shall have the right to enter upon this land to conduct any test(s) and work as stated herein before closing date. However, no improvements of any kind shall be performed prior to closing.

This agreement is contingent upon the following:

- 1) Buyer obtaining soil test(s) satisfactory to the Buyer: *At Buyer's Expense*
- 2) City of Oak Park Heights Annexing this property and extending sewer and water lines into the property and agreeing to install the necessary utilities and streets within the property and assess same to said property; and *AGREEING TO*
- 3) Buyer obtaining plat and plan approval to develop a residential development according to Buyer's plan and that cost estimates for utilities are not excessive, in the buyer's judgment.

Buyer has the right to grade the land and cause to be installed the sewer and water lines, streets, curbs, gutters, electrical lines, telephone lines, so as to be able to complete development of Buyer's contemplated development.

Buyer has 180 days from date of this agreement to remove stated contingencies and in the event Buyer cannot remove these contingencies at that time and is pursuing the necessary approval diligently, Seller shall grant Buyer ~~the necessary time~~ *480 days* to obtain these approvals. In the event these approvals cannot be obtained, this agreement shall become null and void at Buyer's option and all earnest monies paid herein shall be returned. *7/1/88*

This offer is valid for a period of seven working days from the date of the offer. Buyer agrees to provide a boundary survey for the aforementioned purchase of land.

HERITAGE DEVELOPMENT, INC.

SELLER

Signed agent is in no manner liable or responsible on account of this agreement, except to return or account for the earnest money paid under this contract.

Signed agent is in no manner liable or responsible on account of this agreement, except to return or account for the earnest money paid under



**PURCHASE AGREEMENT**  
FORM APPROVED BY MINNESOTA ASSOCIATION OF REALTORS

WHITE—Office Copy  
YELLOW—Buyer's Copy  
PINK—Seller's Copy  
GOLD—Buyer's Receipt

October 14, 1987

RECEIVED OF Heritage Development Inc.

the sum of Five Hundred Dollars (\$500.00) DOLLARS

Check

(Check, Cash or Note — State Which)

as earnest money and in part payment for the purchase of property at

Baytown

situated in the

County of Washington

, State of Minnesota, and legally described as follows, to-wit:

Lot 8, Block 1 Cleveland Terrace.

including all garden bulbs, plants, shrubs and trees, all storm sash, storm doors, detachable vestibules, screens, awnings, window shades, blinds (including venetian blinds), curtain rods, traverse rods, drapery rods, lighting fixtures and bulbs, plumbing fixtures, hot water tanks and heating plant (with any burners, tanks, stokers and other equipment used in connection therewith), water softener and liquid gas tank and controls (if the property of seller), sump pump, television antenna, incinerator, built-in dishwasher, garbage disposal, ovens, cook top stoves and central air conditioning equipment, if any, used and located on said premises and including also the following personal property:

all of which property the undersigned has this day sold to the buyer for the sum of:

Twenty one Thousand (\$21,000.00) DOLLARS,  
which the buyer agrees to pay in the following manner:

Earnest money herein paid \$ 500.00 and \$ 20,500.00, cash, on Final plat approval date of closing.

\* Estimated to be about  
\$20,1988

*This contract is contingent upon Final plat Approval  
Seller agrees to pay all previous Assessments not associated with this plat.*

Subject to performance by the buyer the seller agrees to execute and deliver a Warranty Deed (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of premises without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.
- (e) Rights of tenants as follows: (unless specified, not subject to tenancies)

The buyer shall pay the real estate taxes due in the year 19 86 and any unpaid installments of special assessments payable therewith and thereafter. Seller warrants that real estate taxes due in the year 19 89 will be none homestead classification (full, partial or non-homestead — state which)

Seller covenants that buildings, if any, are entirely within the boundary lines of the property and agrees to remove all personal property not included herein and all debris from the premises prior to possession date. Seller warrants all appliances, heating, air conditioning, wiring

ADDENDUM AND CONSENT TO PETITION  
TO ANNEX CLEVELAND TERRACE

David Brandt, of 1287 River Crest Road, Lakeland, Minnesota 55043, the owner of Lots 1 to 7 inclusive and Lots 9 and 10, Block 1; Lot 1 and Lots 3 to 14 inclusive Block 2; Lots 4 to 8 inclusive and Lots 1 and 2, Block 3, Cleveland Terrace, hereby joins in and consents to the Petition to annex the plat of Cleveland Terrace located in Baytown Township.

Dated: 4-25-87

  
\_\_\_\_\_  
David Brandt

Re: Petition to Annex Cleveland Terrace  
Our File No. 11265-09

AGREEMENT AND CONSENT TO RESOLUTION

ANNEXING CLEVELAND TERRACE

TO OAK PARK HEIGHTS

Northern States Power (NSP), 1700 E. County Road E., White Bear Lake, 55110, the owner of a parcel of property in the south-east corner of Cleveland Terrace (100' x 100') hereby joins in and consents to the Resolution to annex the plat of Cleveland Terrace located in Baytown Township to the city of Oak Park Heights.

DATE: 10-13-87

W. C. Schlotterback  
N S P General Manager

AGREEMENT

This Agreement is made and entered into this 26 day of Oct 1987, 1987, by and between Patricia M. Peterson (hereinafter "Peterson") and Heritage Development, Inc. (hereinafter "Heritage").

WHEREAS, it is Heritage's desire to annex Cleveland Terrace in Baytown Township to Oak Park Heights.

WHEREAS, it is Peterson's desire to consent to the annexation in consideration for certain promises made by Heritage to Peterson, the owner of Lot 3, Block 3, Cleveland Terrace.

NOW THEREFORE, the parties hereto agree as follows, to-wit:

1. Peterson has agreed to and has simultaneously herewith executed the consent to annex Cleveland Terrace in Baytown Township to Oak Park Heights.
2. Heritage has agreed to pay for all assessments for sewer, water and street improvements. Heritage agrees to pay all costs involved in hooking up the sewer and water system from the street to the house systems.
3. Heritage has agreed to give to Patricia M. Peterson \$10,000.00 in cash at the time of final plat approval. Patricia M. Peterson agrees to quit claim property from 10' west of Peterson's garage to Peterson's west property line. Heritage agrees to pay all legal, survey and municipal costs involved in securing subdivision approval necessary to complete the transfer of property.

Heritage's agreement to pay for assessments excludes payment for sewer availability charges and water availability charges.

The provisions of this agreement will be included in the developer's agreement between the City of Oak Park Heights and Heritage Development, Inc.

This agreement is contingent on plat approval and annexation of Cleveland Terrace in Baytown Township to Oak Park Heights.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Dated: 10/26/87

Patricia M. Peterson, contingent  
Patricia M. Peterson  
upon my attorney's approval within  
this week

Dated: 10/24/87

Mark J. Le  
HERITAGE DEVELOPMENT, INC.

By Rev. B. Dent  
Its \_\_\_\_\_

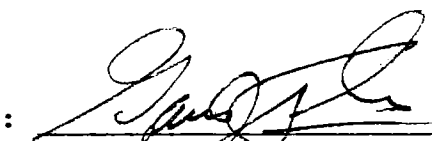
with  
10/26/87

2089

TO: City of Oak Park Heights  
and  
Minnesota Municipal Board

We, the undersigned, owners of real estate located in the Town of Baytown contiguous to the City of Oak Park Heights, do hereby request that we be annexed to said City of Oak Park Heights at the earliest possible time. Said real estate is in need of sanitary sewer facilities and other municipal services.

Signature(s) of property owner(s):

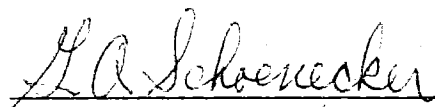
  
Sally L. Thomas

Date: 3/25/, 1987

Address: 13575 60TH ST. NO.

Legal description of real estate: PARCEL #78670-2400  
LOT G REG. LAND SURVEY NO. #57

Signature(s) of property owner(s):

  
Mary Schoenecker

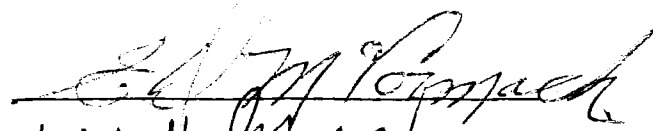
Date: 3-31-87, 1987

Address: 13601 60TH ST. N

Legal description of real estate:

LOTS H, M & U REG. LAND SURVEY #57

Signature(s) of property owner(s):

  
LINDA M. PETERSEN

Date: 4-7-, 1987

Address: 13435 60TH ST. N.

Legal description of real estate: PT NW 1/4

COM AT N 1/4 CORNER THEN W ALONG N LINE SEC. 5 FOR 21 RDS + 20 LK  
VEN 359.7 FT TO PT BEG. THIS DEC, THEN S + PAR WITH N 1/4

Signature(s) of property owner(s): David Junker  
Lloyd Catter

Date: 6-18-, 1987

Address: 13523 NO 60TH ST

Legal description of real estate: Track B Track I  
Registered Land Survey No 57

Signature(s) of property owner(s): Jerry Medlek  
Kathryn Medlek

Date: 7/3, 1987

Address: 60TH ST. NO.

Legal description of real estate: TRACT A - REG. LAND SURVEY NO # 54

Signature(s) of property owner(s): Ruth Haase  
Elmer Haase

Date: 8-19-87, 1987

Address: 60TH ST.

Legal description of real estate: \_\_\_\_\_

Signature(s) of property owner(s): \_\_\_\_\_

Date: \_\_\_\_\_, 1987

Address: \_\_\_\_\_

Legal description of real estate: \_\_\_\_\_

MCCORMACK FURNITURE CO.

That part of the Northwest Quarter of Section 5, Township 29, Range 20, described as follows: Commencing at the Northwest corner of the Northwest Quarter; thence West along the North line of said Section 5 for 359.7 feet to the point of beginning of this description; thence South and parallel with the East line of said quarter section a distance of 375 feet to a point; thence West and parallel with the North line of said quarter section 150 feet; thence North and parallel with said East line of said Northwest Quarter for a distance of 375 feet to the North line of said section and East along said section line a distance of 150 feet, more or less, to the point of beginning.

ELMER HAASE

The East 399.73 feet of the Northeast Quarter of the Northwest Quarter of Section 5, Township 29, Range 20, except that part lying and being within R.L.S. No. 57;  
The Southeast Quarter of the Northwest Quarter of Section 5, Township 29, Range 20;  
The Northwest Quarter of the Northeast Quarter of Section 5, Township 29, Range 20, except that part lying and being within R.L.S. No. 57;  
The Southwest Quarter of the Northeast Quarter of Section 5, Township 29, Range 20;  
The North One-half of the Southeast Quarter of the Northeast Quarter, except Parcel Nos. 2350, 2450 and 2400;  
The Northeast Quarter of the Northeast Quarter of Section 5, Township 29, Range 20, except that part lying and being within the City of Oak Park Heights, and except Parcel Nos. 2750, 2900, 2850, 2800, 3050, 2950 and 3000;  
Lots C, D, E, F, J, K, L, N, O, P, Q, R, S, T and V, Registered Land Survey No. 57.

GERALD S. and KATHRYN MECHELKE - Lot A, Registered Land Survey No. 57.

STILLWATER AERIE #94 FRATERNAL ORDER OF EAGLES - Lots B and I, Registered Land Survey No. 57.

GARDNER J. AND SALLY THOMAS - Lot G, Registered Land Survey No. 57.

GERALD A. AND MARY SCHOENECKER - Lots H, M and U, Registered Land Survey No. 57.

DAVID BRANDT and HERITAGE DEVELOPMENT, INC.

The South One-half of the Southeast Quarter of the Northeast Quarter of Section 5, Township 29, Range 20, including therein the plat of Cleveland Terrace;  
Lots 1 through 7, inclusive, Block 1, Cleveland Terrace;  
Lots 9 and 10, Block 1, Cleveland Terrace;  
Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 2, Cleveland Terrace;  
Lots 1, 2, 4, 5, 7 and 8, Block 3, Cleveland Terrace.

TIMOTHY A. AND CHRISTINA S. HENDRICKSON and HERITAGE DEVELOPMENT, INC. - Lot 2, Block 2, Cleveland Terrace.

PATRICIA M. PETERSON and HERITAGE DEVELOPMENT, INC. - Lot 3, Block 3, Cleveland Terrace.

LANCER STORES, INC. and HERITAGE DEVELOPMENT, INC. - Lot 8, Block 1, Cleveland Terrace.

All of the above lying and being in the Town of Baytown, Washington County, Minnesota.



Exh. B

**MCCORMACK FURNITURE CO.**

That part of the Northwest Quarter of Section 5, Township 29, Range 20, described as follows: Commencing at the Northwest corner of the Northwest Quarter; thence West along the North line of said Section 5 for 359.7 feet to the point of beginning of this description; thence South and parallel with the East line of said quarter section a distance of 375 feet to a point; thence West and parallel with the North line of said quarter section 150 feet; thence North and parallel with said East line of said Northwest Quarter for a distance of 375 feet to the North line of said section and East along said section line a distance of 150 feet, more or less, to the point of beginning.

**ELMER HAASE**

The East 399.73 feet of the Northeast Quarter of the Northwest Quarter of Section 5, Township 29, Range 20, except that part lying and being within R.L.S. No. 57;  
The Southeast Quarter of the Northwest Quarter of Section 5, Township 29, Range 20;  
The Northwest Quarter of the Northeast Quarter of Section 5, Township 29, Range 20, except that part lying and being within R.L.S. No. 57;  
The Southwest Quarter of the Northeast Quarter of Section 5, Township 29, Range 20;  
The North One-half of the Southeast Quarter of the Northeast Quarter, except Parcel Nos. 2350, 2450 and 2400;  
The Northeast Quarter of the Northeast Quarter of Section 5, Township 29, Range 20, except that part lying and being within the City of Oak Park Heights, and except Parcel Nos. 2750, 2900, 2850, 2800, 3050, 2950 and 3000;  
Lots C, D, E, F, J, K, L, N, O, P, Q, R, S, T and V, Registered Land Survey No. 57.

**GERALD S. and KATHRYN MECHELKE** - Lot A, Registered Land Survey No. 57.

**STILLWATER AERIE #94 FRATERNAL ORDER OF EAGLES** - Lots B and I, Registered Land Survey No. 57.

**GARDNER J. AND SALLY THOMAS** - Lot G, Registered Land Survey No. 57.

**GERALD A. AND MARY SCHOENECKER** - Lots H, M and U, Registered Land Survey No. 57.

**DAVID BRANDT and HERITAGE DEVELOPMENT, INC.**

The South One-half of the Southeast Quarter of the Northeast Quarter of Section 5, Township 29, Range 20, including therein the plat of Cleveland Terrace;

Lots 1 through 7, inclusive, Block 1, Cleveland Terrace;

Lots 9 and 10, Block 1, Cleveland Terrace;

Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 2, Cleveland Terrace;

Lots 1, 2, 4, 5, 7 and 8, Block 3, Cleveland Terrace.

**TIMOTHY A. AND CHRISTINA S. HENDRICKSON and HERITAGE DEVELOPMENT, INC.** - Lot 2, Block 2, Cleveland Terrace.

**PATRICIA M. PETERSON and HERITAGE DEVELOPMENT, INC.** - Lot 3, Block 3, Cleveland Terrace.

**LANCER STORES, INC. and HERITAGE DEVELOPMENT, INC.** - Lot 8, Block 1, Cleveland Terrace.

**NORTHERN STATES POWER COMPANY**

Commencing at the Southeast corner of the Northeast Quarter of Section 5, Township 29, Range 20, thence West along the South line of said Northeast Quarter for a distance of 133 feet to the most southerly Southeast corner of Lot 1, Block 3, Cleveland Terrace; thence North on the easterly line of said Lot 1, Block 3, Cleveland Terrace for a distance of 100 feet; thence East on the South line of said Lot 1 a distance of 133 feet to a point due North of the point of beginning; thence South 100 feet, more or less, to the point of beginning.

All of the above lying and being in the Town of Baytown, Washington County, Minnesota.

