

City of Ramsey
Agenda
Housing and Redevelopment Authority (HRA)
Regular Session
Tuesday May 8, 2012
Immediately Following City Council Meeting
Council Chambers, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
- 5. HRA Business**
 1. Review Agreement with PSD regarding Master Declaration Resolution
 2. Consider Proposal for Additional Traffic Analysis in The COR
- 6. Executive Director's Report**
- 7. Commissioner Input**
- 8. Adjournment**

HRA Regular Session**5. 1.****Meeting Date:** 05/08/2012**By:** Darren Lazan, Housing &
Redevelopment Authority

Title:

Review Agreement with PSD regarding Master Declaration Resolution

Background:

The HRA has previously discussed the issues related to the existing Master Declaration that encumbers a portion of the HRA property. There has been extensive discussion over the last 18 months regarding potential resolutions to this matter.

The HRA previously approved and executed a memo of understanding outlining a proposed resolution with the HRA and PSD.LLC whereby the parties would work collectively to prepare a binding agreement and resolve the title issues related to the master declaration.

Tom Bray and counsel for PSD have worked through this agreement, and the development team would like to review the status of this agreement, and if acceptable approve and execute the binding agreement.

Notification:**Observations:****Recommendation:**

The development management team recommends the HRA review the proposed binding agreement, and if acceptable direct staff to make final modifications and execute the document.

Funding Source:

N/A

Council Action:

Approve the proposed agreement outlining the resolution of issues related to the master declaration for Ramsey Town Center, and direct staff to make necessary modifications, execute the agreement, and work to complete the items outlined.

AttachmentsSecond Amendment to Master DecAffiliated Entities AgreementCirtificate of Development IntentionsHRAAffiliated EntitiesDeclaration of Restrictions and Covenants

Form Review**Inbox**
Kurt Ulrich**Reviewed By**
Kurt Ulrich**Date**

04/26/2012 03:33 PM

Form Started By: Darren Lazan

Started On: 04/19/2012 11:43 AM

Final Approval Date: 04/26/2012

**SECOND AMENDMENT TO MASTER DECLARATION
RAMSEY TOWN CENTER**

1. **Recitals.**

1.1 Recital One. On August 5, 2005, Ramsey Town Center LLC, a Minnesota limited liability company, executed the Master Declaration Ramsey Town Center, which was recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on September 15, 2005 as Document No. 1978252.001 (Abstract) and Document No. 484495.001 (Torrens) (the “Original Master Declaration”). The Master Declaration was subsequently amended by that certain Amendment to Declaration dated May 2, 2006 and recorded in the office of the Anoka County Recorder on June 1, 2006 as Document No. 1984923.001 (the “First Amendment”).

1.2 Recital Two. As used in this Second Amendment to Master Declaration Ramsey Town Center (the “Second Amendment”) the term “Master Declaration” means the Original Master Declaration as amended by the First Amendment. Capitalized terms used in this Second Amendment and not otherwise defined herein have the meaning set forth for such terms in the Master Declaration.

1.3 Recital Three. Section 14 of the Master Declaration states that the Master Declaration may be amended by recording an amendment in the office of the applicable county recording officer, subject to the following requirements:

- (a) The amendment must be approved as follows:
 - (i) All amendments shall be approved by Members holding at least seventy-five percent (75%) of the votes of all Members;
 - (ii) Any amendment that affects any Master Declarant right shall be approved in writing by Master Declarant so long as Master Declarant owns an unsold Unit or has the right to subject Property to the Master Declaration;
 - (iii) Any amendment which would abolish, diminish or restrict rights expressly granted to the City under the Master Declaration or any

agreement between the City and the Master Declarant must be approved in writing by the City; and

(iv) No approval of any Owner, Member or Association shall be required for an amendment to the Master Declaration adding all or any portion of the Additional Real Estate, as defined in the Master Declaration, to the community;

(b) All amendments must be recorded; and

(c) An affidavit by the President or Secretary of the Master Association as to the outcome of the vote, or the execution of any written approvals, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

1.4 Recital Four. Attached to this Second Amendment as **Exhibit A** is an Affidavit of the **[President/Secretary]** of the Master Association certifying that on _____, 2012, at a duly called special meeting of the Members of the Master Association, Members holding ___% of the votes of all Members approved this Second Amendment. Although not required by the Minnesota Common Interest Ownership Act or the Master Declaration, for additional clarification, the Association is also attaching, as **Exhibits B-1 through B-**_, Confirmation and Acknowledgements executed by various Members confirming their vote in favor of this Second Amendment.

1.5 Recital Five. The Master Declarant, Ramsey Town Center, LLC, no longer owns any of the Property or any of the Additional Property and therefore no longer owns any Units or has the right to subject Property to the Master Declaration. Consequently, the Master Declarant's approval of this Second Amendment is not required.

1.6 Recital Six. Attached as **Exhibit B-6** is an Acknowledgment executed by the City confirming that this Second Amendment does not abolish, diminish or restrict rights expressly granted to the City under the Master Declaration or any agreement between the City and the Master Declarant and that, therefore, the City's consent to this Second Amendment is not required.

2. **Effective Date.** This Second Amendment is dated, for reference purposes, as of _____, 2012 and is effective on the date it is recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles.

3. **Exhibit A.** Exhibit A to the Master Declaration is hereby deleted in its entirety and replaced with the Amended and Restated Exhibit A attached hereto as **Exhibit C**. From and after the recording of this Second Amendment, the property that was legally described on Exhibit A of the Original Master Declaration but is not legally described on the attached **Exhibit C** is no longer a part of the Property or the Development Area; is no longer benefitted or burdened by and of the terms of the Master Declaration; and is released from the terms of the Master Declaration. For reference purposes, the released property is described on the attached **Exhibit D**.

4. **Master Common Elements and Exhibit B.** The second sentence of Section 1.11 of the Master Declaration and Exhibit B to the Master Declaration are hereby deleted in their entirety.

5. **Exhibit C.** Exhibit C to the Master Declaration is hereby deleted in its entirety and replaced with the Amended and Restated Exhibit C attached hereto as **Exhibit E**. From and after the recording of this Second Amendment, the Additional Property that is legally described on the attached **Exhibit E** may be added to the Property and subjected to the Master Declaration upon and only upon the recording of an amendment to the Master Declaration executed by the Master Association, the fee owner(s) of the Additional Property being added to the Property and subjected to the Master Declaration, and the holders of any recorded mortgage or other lien on the Additional Property being added to the Property and subjected to the Master Declaration. The approval or consent of other Owners or Members is not required.

6. **Scope of Modifications.** Except as expressly set forth in this Second Amendment, the Master Declaration remains unmodified and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

RAMSEY TOWN CENTER COMMUNITY ASSOCIATION, a Minnesota non-profit corporation

By _____
Name: _____
Its: **[President/Secretary]**

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the _____, of Ramsey Town Center Community Association, a Minnesota nonprofit corporation, on behalf of said corporation.

DRAFTED BY:

Briggs and Morgan, P.A.
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402 (CJC)

Signature Page to Second Amendment to Master Declaration
Ramsey Town Center

EXHIBIT A

State of Minnesota)
 :SS
County of Anoka)

**AFFIDAVIT OF
RAMSEY TOWN CENTER COMMUNITY ASSOCIATION**

The undersigned, on behalf of the Ramsey Town Center Community Association (the “Master Association”), does hereby certify that:

1. A special meeting of the members of the Master Association was called on _____, 2012 (the “Meeting”) to vote on a proposed amendment (the “Second Amendment”) to the Master Declaration Ramsey Town Center, recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on September 15, 2005 as Document No. 1978252.001 (Abstract) and Document No. 484495.001 (Torrens) and amended by that certain Amendment to Declaration dated May 2, 2006, recorded in the office of the Anoka County Recorder on June 1, 2006 as Document No. 1984923.001 (as amended, the “Master Declaration”).

2. Section 14 of the Master Declaration requires at least seventy-five percent (75%) of the votes of all Master Association Members for approval of any amendment to the Master Declaration, in addition to the subsequent recordation of any such amendment.

3. Pursuant to Section 3.4.1. and 3.4.6. of the Master Declaration and based on a review of Certificates of Title and owners and encumbrances reports for the “Property,” as defined in the Master Declaration, the Association has determined that the “Members,” as defined in the Master Declaration, are as set forth in the Exhibit A attached hereto.

4. At the Meeting, the following Members were present: (i) The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota (the “HRA”); (ii) Anchors Away, Inc., a Minnesota corporation (“Anchors Away”); (iii) PSD, LLC, a Minnesota limited liability company (“PSD”); (iv) NAU Holding Company, LLC, a Minnesota limited liability company (“NAU”); (v) Ramsey Professional Center, LLC, a Minnesota limited liability company (“RPC”); _____; _____; _____; _____; and _____.

5. The Members present at the Meeting constitute ___% of the total Members of the Association.

6. The Members present at the Meeting voted on the Second Amendment, with ___% of the Members voting in favor of and ___% of the Members voting against adoption of the Second Amendment.

7. This affidavit is given as evidence, of record and based on my own personal knowledge, of the outcome of the vote on the Second Amendment, in accordance with the terms of the Master Declaration.

**RAMSEY TOWN CENTER
COMMUNITY ASSOCIATION**

By _____
Name: _____
Its: **[President/Secretary]**

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

Drafted by:

Briggs and Morgan, P.A.
Thomas L. Bray (612-977-8400)
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

EXHIBIT A

CURRENT MEMBERS OF THE MASTER ASSOCIATION

MEMBER	NUMBER OF VOTES
The HRA	Nine Votes
PSD, LLC	Five Votes
PSD, LLC and Anchors Away, Inc.	One Vote
NAU Holding Company, LLC	One Vote
Ramsey Professional Center, LLC	One Vote
Allina Health System, successor by merger to Allina Medical Clinic	One Vote
Anoka County, Minnesota	One Vote
Gables Manor Homeowners' Association, a Minnesota non-profit corporation	One Vote
The Gables Terrace Townhomes Homeowners Association, a Minnesota non-profit corporation	One Vote
The Symphony at Town Center Condominium Association, a Minnesota non-profit corporation	One Vote
Parkside Village at Ramsey Town Center Condominium Association, a Minnesota non-profit corporation	One Vote

EXHIBIT B-1

**CONFIRMATION AND ACKNOWLEDGMENT
OF SECOND AMENDMENT TO MASTER DECLARATION
RAMSEY TOWN CENTER**

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a public body politic and corporate under the laws of the state of Minnesota (the "HRA"), hereby acknowledges, agrees and confirms that (i) the HRA holds nine (9) memberships in the Ramsey Town Center Community Association (the "Association"); (ii) a special meeting of the members of the Association (the "Members") was held on _____, 2012 (the "Meeting") to vote on that certain Second Amendment to Master Declaration Ramsey Town Center (the "Second Amendment to Master Declaration"); (iii) the HRA received all required notices of the Meeting; (iv) a duly authorized representative of the HRA attended the Meeting on its behalf; (v) its representative cast the nine (9) votes held by the HRA in favor of the Second Amendment to Master Declaration; and (vi) the Second Amendment to Master Declaration has received the necessary approval of 75% of the members of the Master Association and is valid and enforceable in accordance with its terms. The HRA waives any and all claims the HRA may have that the Second Amendment to Master Declaration has not received the necessary membership approvals or is otherwise invalid or unenforceable, whether such claims are known or unknown and whether such claims currently exist or first arise after the date hereof.

Dated as of _____, 2012

**THE HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA**, a public body politic
and corporate under the laws of the state of
Minnesota

By _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

EXHIBIT B-2

**CONFIRMATION AND ACKNOWLEDGMENT
OF SECOND AMENDMENT TO MASTER DECLARATION
RAMSEY TOWN CENTER**

PSD, LLC, a Minnesota limited liability company (“PSD”), hereby acknowledges, agrees and confirms that (i) PSD holds five (5) memberships in the Ramsey Town Center Community Association (the “Association”); (ii) a special meeting of the members of the Association (the “Members”) was held on _____, 2012 (the “Meeting”) to vote on that certain Second Amendment to Master Declaration Ramsey Town Center (the “Second Amendment to Master Declaration”); (iii) PSD received all required notices of the Meeting; (iv) a duly authorized representative of PSD attended the Meeting on its behalf; (v) its representative cast the five (5) votes held by PSD in favor of the Second Amendment to Master Declaration; and (vi) the Second Amendment to Master Declaration has received the necessary approval of 75% of the members of the Master Association and is valid and enforceable in accordance with its terms. PSD waives any and all claims PSD may have that the Second Amendment to Master Declaration has not received the necessary membership approvals or is otherwise invalid or unenforceable, whether such claims are known or unknown and whether such claims currently exist or first arise after the date hereof.

Dated as of _____, 2012

PSD, LLC, a Minnesota limited liability company

By _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

EXHIBIT B-3

**CONFIRMATION AND ACKNOWLEDGMENT
OF SECOND AMENDMENT TO MASTER DECLARATION
RAMSEY TOWN CENTER**

PSD, LLC, a Minnesota limited liability company (“PSD”) and ANCHORS AWAY, INC., a Minnesota corporation (“Anchors Away”), hereby acknowledge, agree and confirm that (i) PSD and Anchors Away are, collectively, a member of the Ramsey Town Center Community Association (the “Association”); (ii) a special meeting of the members of the Association (the “Members”) was held on _____, 2012 (the “Meeting”) to vote on that certain Second Amendment to Master Declaration Ramsey Town Center (the “Second Amendment to Master Declaration”); (iii) PSD, LLC and Anchors Away received all required notices of the Meeting; (iv) a duly authorized representative of PSD, LLC and Anchors Away attended the Meeting on its behalf; (v) their representative cast the vote held by and in favor of the Second Amendment to Master Declaration; and (vi) the Second Amendment to Master Declaration has received the necessary approval of 75% of the members of the Master Association and is valid and enforceable in accordance with its terms. PSD and Anchors Away waive any and all claims they may have that the Second Amendment to Master Declaration has not received the necessary membership approvals or is otherwise invalid or unenforceable, whether such claims are known or unknown and whether such claims currently exist or first arise after the date hereof.

Dated as of _____, 2012

PSD, LLC, a Minnesota limited liability company

By _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

ANCHORS AWAY, INC., a Minnesota corporation

By _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

EXHIBIT B-4

**CONFIRMATION AND ACKNOWLEDGMENT
OF SECOND AMENDMENT TO MASTER DECLARATION
RAMSEY TOWN CENTER**

NAU HOLDING COMPANY, LLC, a Minnesota limited liability company ("NAU"), hereby acknowledges, agrees and confirms that (i) NAU is a member of the Ramsey Town Center Community Association (the "Association"); (ii) a special meeting of the members of the Association (the "Members") was held on _____, 2012 (the "Meeting") to vote on that certain Second Amendment to Master Declaration Ramsey Town Center (the "Second Amendment to Master Declaration"); (iii) NAU received all required notices of the Meeting; (iv) a duly authorized representative of NAU attended the Meeting on its behalf; (v) its representative cast the vote hold by NAU in favor of the Second Amendment to Master Declaration; and (vi) the Second Amendment to Master Declaration has received the necessary approval of 75% of the members of the Master Association and is valid and enforceable in accordance with its terms. NAU waives any and all claims NAU may have that the Second Amendment to Master Declaration has not received the necessary membership approvals or is otherwise invalid or unenforceable, whether such claims are known or unknown and whether such claims currently exist or first arise after the date hereof.

Dated as of _____, 2012

NAU HOLDING COMPANY, LLC, a
Minnesota limited liability company

By _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

EXHIBIT B-5

**CONFIRMATION AND ACKNOWLEDGMENT
OF SECOND AMENDMENT TO MASTER DECLARATION
RAMSEY TOWN CENTER**

RAMSEY PROFESSIONAL CENTER, LLC, a Minnesota limited liability company (“RPC”), hereby acknowledges, agrees and confirms that (i) RPC is a member of the Ramsey Town Center Community Association (the “Association”); (ii) a special meeting of the members of the Association (the “Members”) was held on _____, 2012 (the “Meeting”) to vote on that certain Second Amendment to Master Declaration Ramsey Town Center (the “Second Amendment to Master Declaration”); (iii) RPC received all required notices of the Meeting; (iv) a duly authorized representative of RPC attended the Meeting on its behalf; (v) its representative cast the vote held by RPC in favor of the Second Amendment to Master Declaration; and (vi) and the Second Amendment to Master Declaration has received the necessary approval of 75% of the members of the Master Association and is valid and enforceable in accordance with its terms. RPC waives any and all claims RPC may have that the Second Amendment to Master Declaration has not received the necessary membership approvals or is otherwise invalid or unenforceable, whether such claims are known or unknown and whether such claims currently exist or first arise after the date hereof.

Dated as of _____, 2012

**RAMSEY PROFESSIONAL CENTER,
LLC**, a Minnesota limited liability company

By _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

EXHIBIT B-6

**ACKNOWLEDGMENT OF AMENDMENT TO
MASTER DECLARATION RAMSEY TOWN CENTER**

The undersigned, the City of Ramsey, a Minnesota municipal corporation and a home rule charter city (the “City”), pursuant to Section 14.1.3 of the Master Declaration Ramsey Town Center, recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on September 15, 2005 as Document No. 1978252.001 (Abstract) and Document No. 484495.001 (Torrens) and amended by that certain Amendment to Declaration dated May 2, 2006, recorded in the office of the Anoka County Recorder on June 1, 2006 as Document No. 1984923.001 (as amended, the “Master Declaration”), does hereby acknowledge and agree that the proposed Second Amendment to Master Declaration Ramsey Town Center, dated _____, 2012, does not abolish, diminish or restrict rights expressly granted to the City under the Master Declaration or any agreement between the City and Ramsey Town Center, LLC (the “Master Declarant”) and that, therefore, the City’s consent to the Second Amendment is not required.

CITY OF RAMSEY, a Minnesota municipal corporation and a home rule charter city

By: _____
Name: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 2012.

Notary Public

EXHIBIT C**AMENDED AND RESTATED
EXHIBIT A TO MASTER DECLARATION RAMSEY TOWN CENTER
LEGAL DESCRIPTION OF REAL ESTATE****Parcel Five (formerly a part of Outlot W, Ramsey Town Center Addition)**

That part of Lot 1, Block 1, Ramsey Town Center 11th Addition, Anoka County, Minnesota which lies southerly of the following described line: Commencing at the southwesterly corner of said Lot 1; thence on the summed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of said Lot 1 and there terminating.

Parcel Six (formerly a part of Outlot AA, Ramsey Town Center Addition)

Lot 1, Block 1 and Outlots A and B, Ramsey Town Center 12th Addition, Anoka County, Minnesota.

Parcel Seven (formerly a part of Outlot FF, Ramsey Town Center Addition)

Lot 1, Block 1 and Outlot A, Ramsey Town Center 14th Addition, Anoka County, Minnesota.

Parcel Eight (formerly a part of Outlot GG, Ramsey Town Center Addition)

Lot 1, Block 1 and Outlots A and B, Ramsey Town Center 13th Addition

Parcel Nine

Lot 1, Block 1 and Outlot A, Ramsey Town Center 4th Addition, Anoka County, Minnesota.

EXHIBIT D**LEGAL DESCRIPTION OF THE PROPERTY
RELEASED FROM TERMS OF MASTER DECLARATION****Parcel One**

Lots 1A through 19A, Block 1; and Lot 5A and 6, Block 2, Ramsey Town Center 10th Addition, Anoka County, Minnesota;

Outlot B, Ramsey Town Center 10th Addition, Anoka County, Minnesota; and

That part of Zeolite Street as dedicated in the Plat of Ramsey Town Center 8th Addition, Anoka County, Minnesota that was formerly a part of Outlot A, Ramsey Town Center Addition, Anoka County, Minnesota and that part of Bison St. N.W. and all of 149th Lane N.W. as dedicated in the Plat of Ramsey Town Center 10th Addition, Anoka County, Minnesota.

Parcel Two

Outlots A, C and F, Ramsey Town Center 8th Addition, Anoka County, Minnesota;

That part of Outlot D, Ramsey Town Center 8th Addition, Anoka County, Minnesota that was formerly a part of Outlot E, Ramsey Town Center Addition;

Lots 5 and 6, Block 4, Ramsey Town Center 9th Addition, Anoka County, Minnesota;

Outlot A, Ramsey Town Center 10th Addition; and

Zeolite Street N.W., 147th Lane N.W., 147th Terrace N.W., and Town Center Drive as dedicated in the plat of Ramsey Town Center 8th Addition.

Parcel Three

Outlots F, H, J, N, O, and Q, Ramsey Town Center Addition, Anoka County, Minnesota;

Lots 1 through 23, Block 1, Ramsey Town Center 8th Addition, Anoka County, Minnesota;

Unit Nos. 101, 102, 103, 104, 105, 106, 1201, 1202, 1203, 1204, 1205 and 1206, Common Interest Community Number 247, Parkside Village at Ramsey Town Center (Condominium), Anoka County, Minnesota;

Lots 1 through 5, Block 2; Lots 1 through 3, Block 3; and Lot 2 through 4, 5A and 6A, Block 4, and Outlots A and C, Ramsey Town Center 9th Addition, Anoka County Minnesota; and

Lots 1 through 38, Block 1 and Lots 1 through 5, Block 2, Ramsey Town Center 10th Addition Anoka County, Minnesota.

Parcel Four

Unit Nos. 111 -116, 131-137, 211-215, 231-236, 311-315, 331-336, 431-436, 511-517, 711-716, 811-817, 1231-1237 and 1331-1337, Common Interest Community Number 211, Symphony at Town Center, Anoka County, Minnesota; and

Lots 1 through 12, Block 2 and Lots 5 through 11, Block 3, Ramsey Town Center 7th Addition, Anoka County, Minnesota;

Outlots A and B, Ramsey Town Center 7th Addition, Anoka County, Minnesota; and

146th Avenue N.W. and Trapp Rock Street N.W. as dedicated in the Plat of Ramsey Town Center 7th Addition.

Parcel Five

The South 50.00 feet of the East 25.00 feet of Outlot FF, Ramsey Town Center Addition, Anoka County, Minnesota.

Parcel Six

Outlot GG, Ramsey Town Center Addition, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

Parcel Seven

Outlot HH, Ramsey Town Center Addition, Anoka County, Minnesota

Parcel Eight

Lots 1 through 43 and 47, Block 1; and Lots 1 through 35, Block 2, Common Interest Community Number 214, The Gables Terrace Townhomes, Anoka County, Minnesota.

Parcel Nine

Units 1 through 26, Common Interest Community Number 213, The Gables Manor Condominium, Anoka County, Minnesota.

EXHIBIT E**AMENDED AND RESTATED EXHIBIT C
TO MASTER DECLARATION**

Lot 1, Block 1, Ramsey Town Center Addition, Anoka County, Minnesota.

Lots 1 and 2 and Outlot A, Ramsey Town Center 3rd Addition, Anoka County, Minnesota.

Outlot GG, Ramsey Town Center Addition, Anoka County, Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning.

That part of Lot 1, Block 1, Ramsey Town Center 11th Addition, Anoka County, Minnesota which lies northerly of the following described line: Commencing at the southwesterly corner of said Lot 1; thence on the summed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of said Lot 1 and there terminating.

Outlots A and B, Ramsey Town Center 11th Addition, Anoka County, Minnesota.

AGREEMENT

Section 1. Parties. The parties to this Agreement are The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota (the “HRA”); PSD, LLC, a Minnesota limited liability company (“PSD”); Anchors Away, Inc., a Minnesota corporation (“Anchors Away”); NAU Holding Company, LLC, a Minnesota limited liability company (“NAU”) and Ramsey Professional Center, LLC, a Minnesota limited liability company (“RPC”). PSD, Anchors Away, NAU, and RPC are collectively referred to herein as the “Affiliated Entities.” This Agreement sometimes refers to each of the above entities individually, as a “Party” or, collectively, as the “Parties.”

Section 2. Memorandum of Intent. The Parties are parties to a Memorandum of Intent dated _____, 2012. This Agreement is the “Agreement” referenced in the Memorandum of Intent, and this Agreement supersedes and replaces the Memorandum of Intent in its entirety.

Section 3. Recitals. Each Party represents and warrants to each of the other Parties that, to the best of its actual knowledge, the following Recitals are true and correct. The Parties each acknowledge and agree that each Party is executing this Agreement and the other agreements referenced herein in reliance on the accuracy of the forgoing representations and warranties.

(a) **Recital One.** The HRA is the owner of the real estate legally described on the attached **Exhibit A** (the “HRA Property”).

(b) **Recital Two.** PSD is the owner of the real estate legally described on the attached **Exhibit B-1** (the “PSD Property”); PSD, LLC and Anchors Away are the owners of the real estate legally described on the attached **Exhibit B-2** (the “PSD/Anchors Away Property”); NAU is the owner of the real estate legally described on the attached **Exhibit B-3** (the “NAU Property”); and RPC is the owner of the real estate legally described on the attached **Exhibit B-4** (the “RPC Property”) (collectively, the “Affiliated Entities’ Property”).

(c) **Recital Three.** The HRA Property and the Affiliated Entities’ Property are part of a larger, mixed-use development commonly referred to as “Ramsey Town Center” that Ramsey Town Center, LLC, a Minnesota limited liability company (“RTC”) began developing in 2003.

(d) **Recital Four.** As part of the development of Ramsey Town Center, RTC incorporated Ramsey Town Center Community Association, a Minnesota non-profit corporation (the “Master Association”) to act as a “master association” pursuant to Minnesota Statute § 515B.2-121 and recorded a “master declaration” titled Master Declaration Ramsey Town Center which is dated August 5, 2005 and was recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on September 15, 2005 as Document No. 1978252.001 (Abstract) and 484495.001 (Torrens) (the “Original Master Declaration”). On or about May 2, 2006, RTC executed an Amendment to Declaration which amends the Master Declaration (the “Master”

Declaration Amendment”). The Master Declaration Amendment was recorded in the office of the Anoka County Recorder on June 1, 2006 as Document No. 1984926.001. The Master Declaration Amendment has not been recorded in the office of the Anoka County Registrar of Titles. The Original Master Declaration as amended by the Master Declaration Amendment is referred to herein as the “Master Declaration.” Exhibit A to the Original Declaration and Exhibit A to the Master Declaration Amendment describe the property that is subject to the terms of the Master Declaration (the “Subject Property”). Portions of the Subject Property have been replatted since the recording of the Original Declaration and the Master Declaration Amendment.

(e) Recital Five. The Subject Property includes the portion of the HRA Property that is legally described on the attached **Exhibit C** (the “HRA Subject Property”) and all of the Affiliated Entities’ Property.

(f) Recital Six. The HRA seeks to amend the Master Declaration to release the HRA Subject Property; the real property legally described on **Exhibit D**; and various dedicated public rights of ways from the Master Declaration, and the Parties seek to amend the Master Declaration to release the Property legally described on **Exhibit E** (the “Residential Property”) from the Master Declaration.

(g) Recital Seven. Section 14 of the Master Declaration provides that the Master Declaration may be amended subject to various requirements including, but not limited to, a requirement that members of the Master Association holding at least 75% of the votes of all members in the Master Association approve the amendment.

(h) Recital Eight. The current members of the Master Association, as calculated by the HRA, (the “Members”) are as listed on the attached **Exhibit F** and include the HRA and the Affiliated Entities. PSD and the Affiliated Entities agree with the HRA’s calculation of the membership votes held by property owners other than the HRA, but lack sufficient information regarding the HRA’s intended development of the HRA Subject Property to agree or disagree with the HRA’s calculation of the membership votes allocated to the HRA.

(i) Recital Nine. The City of Ramsey has contemplated the adoption of an Ordinance establishing a special service district pursuant to Minn. Stat. Ch. 428A that would encompass all or part of the Affiliated Entities’ Property. The Affiliated Entities prefer not to be a part of a special service district.

(j) Recital Ten. RPC has asked the HRA to grant RPC an easement for parking purposes in the form attached as **Exhibit G** (the “Parking Easement Agreement”)

(k) Recital Eleven. The HRA and the Affiliated Entities are entering into this Agreement to provide for:

(i) cooperation among and between the HRA and the Affiliated Entities in connection with the adoption and approval of an amendment to the Master Declaration releasing the HRA Subject Property from the terms of the Master Declaration;

(ii) the execution and recording of a Declaration of Restrictions and Covenants restricting the ability of the owner(s) of the HRA Property from petitioning the City of Ramsey for the adoption of an Ordinance establishing a special service district that would include all or any portion of the Affiliated Entities' Property and obligating the owner(s) of the HRA Property to join with the owners of the Affiliated Entities' Property in seeking to veto any special service district Ordinance that creates a special service district that includes all or any part of the Affiliated Entities' Property; and

(iii) the execution and recording of the Parking Easement Agreement.

(l) Recital Twelve. The HRA and the Affiliated Entities are entering into this Agreement in consideration of the agreements set forth herein.

Section 4. Master Declaration.

(a) Second Amendment. Contemporaneously with the execution of this Agreement, the HRA and the Affiliated Entities will execute and submit to the Master Association's board of directors (the "Board") a written demand that the Board call a special meeting of the Members to consider and vote on a second amendment to the Master Declaration in the form attached as **Exhibit H** (the "Second Amendment"). The HRA and the Affiliated Entities agree to encourage the Board to call the special meeting as promptly as reasonably possible and to promptly send all notices of the special meeting that Minnesota Statute § 317A.435 and the Master Association's bylaws require. The HRA and the Affiliated Entities each agree to (a) have an authorized representative attend the special meeting of the Members; (b) have their authorized representatives cast all of their votes in favor of the Second Amendment; (c) encourage other Members of the Master Association to have an authorized representative attend the special meeting; and (d) encourage other Members to have their authorized representatives cast their votes in favor of the adoption of the Second Amended. The HRA and each of the Affiliated Entities also agree that at or before the special meeting they will cause an authorized officer to execute a Confirmation and Acknowledgment in the form attached to the Second Amendment. It may be necessary to obtain an Order in Proceedings Subsequent to Initial Registration of Land to cause the Anoka County Registrar of Titles to omit the memorials of the Master Declaration and the Second Amendment from future Certificates of Title for "Torrens" portion of the HRA Subject Property, and each of the Affiliated Entities agrees that if the HRA commences Proceedings Subsequent to Initial Registration of Land seeking an Order directing the Anoka County Registrar of Titles to omit the memorials of the Master Declaration and the Second Amendment from the Certificates of Title for the "Torrens" portion of the HRA Subject Property, they will, upon the HRA's written request, consent to the issuance of such an Order.

(b) Sale of the HRA Property. If the HRA seeks to sell one or more portions of the HRA Subject Property before the Second Amendment is recorded, each Affiliated Entity, in its capacity as a member of the Master Association, agrees to cooperate with the HRA to cause the Master Association to (i) execute a commercially reasonable form of estoppel certificate evidencing the status to the HRA's performance of its obligations

under the Master Declaration and (ii) execute a waiver of any provisions of Section 9 of the Master Declaration that could be interpreted as requiring the HRA, or a party purchasing a portion of the HRA Subject Property, to obtain the approval of the ARC, as defined in the Master Declaration, the Board, or the Master Association's officers or Members for any improvements to be constructed on the portion of the HRA Subject Property being purchased.

Section 5. Special Services District. Contemporaneously with the execution of this Agreement, the HRA will execute a Declaration of Restrictions and Covenants in the form attached as **Exhibit I** (the "Declaration"). The HRA will deliver the original, executed Declaration to the attorney representing PSD, LLC, Mr. Benjamin W. Hulse, Blackwell Burke P.A. 431 South Seventh Street, Suite 2500, Minneapolis MN, 55415 ("Hulse"), to be held in trust until (a) the Second Amendment is recorded in the offices of the Anoka County Recorder and the Anoka County Registrar of Titles and (b) the Anoka County Registrar of Titles confirms, in writing, that the Registrar of Titles will omit the memorials of the Master Declaration and the Second Amendment from future Certificates of Title for the "Torrens" portion of the HRA Subject Property. Upon such recording of the Declaration and the receipt of such confirmations, Hulse may, upon written notice to but without further consent or approval from the HRA, record the Declaration of Restrictive Covenants with the Anoka County Recorder and the Anoka County Registrar of Titles.

Section 6. Parking Easement Agreement. Contemporaneously with the execution of this Agreement, the HRA will execute the Parking Easement Agreement. The HRA will deliver the original, executed Declaration to Hulse, to be held in trust until (a) the Second Amendment is recorded in the offices of the Anoka County Recorder and the Anoka County Registrar of Titles and (b) the Anoka County Registrar of Titles or the Anoka County Examiner of Titles confirms, in writing, that the Registrar of Titles will omit the memorials of the Master Declaration and the Second Amendment from future Certificates of Title for the "Torrens" portion of the HRA Subject Property. Upon such recording of the Parking Easement Agreement and the receipt of such confirmations, Hulse may, upon written notice to but without further consent or approval from the HRA, record the Declaration of Restrictive Covenants with the Anoka County Recorder and the Anoka County Registrar of Titles.

Section 7. Agreement not to Challenge the Validity of the Second Amendment. Each Party agrees that if (a) 75% of the Members vote in favor of the adoption of the Second Amendment at the meeting of the Members contemplated in Section 4(a); (b) the Second Amendment is recorded in the offices of the Anoka County Recorder and the Anoka County Registrar of Titles; and (c) the Anoka County Registrar of Titles or the Anoka County Examiner of Titles confirms, in writing, that the Registrar of Titles will omit the memorials of the Master Declaration and the Second Amendment from future Certificates of Title for the "Torrens" portion of the HRA Subject Property; that thereafter it will not at any time thereafter challenge the validity or enforceability of the Second Amendment, the Declaration or the Parking Easement Agreement.

Section 8. Additional Provisions

(a) Run With Title. This Agreement shall run with title to the HRA Property and the Affiliated Entities' Property and inure to the benefit of and be binding upon all owners of the HRA Property and the Affiliated Entities' Property, their heirs, personal representatives and successors in title. Upon: (i) the recording of the Second Amendment in the office of the Anoka County Recorder and the Anoka County Registrar of Titles; (ii) the Anoka County Registrar of Titles confirmation that the Anoka County Registrar of Titles will omit the memorials of the Master Declaration and the Second Amendment from future Certificates of Title for the portions of the HRA Property that this Second Amendment releases from the Master Declaration; (iii) the recording of the Declaration in the office of the Anoka County Recorder and the Anoka County Registrar of Titles, the provisions of this Agreement, other than Section 7 (and provisions elsewhere in this Agreement, to the extent such provisions are necessary to establish the meanings of defined terms used in Section 7), shall terminate and be of no further force or effect. The provisions of Section 7 (and provisions elsewhere in this Agreement, to the extent such provisions are necessary to establish the meanings of defined terms used in Section 7) shall survive indefinitely.

(b) Enforcement. The Parties to this Agreement have the right to enforce the terms of this Agreement in a legal or equitable action brought in a court of competent jurisdiction, and the prevailing party in any such action is entitled to recover from the opposing party the prevailing party's attorney's fees and costs. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

(c) Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(e) Governing Law. This Agreement is made in the state of Minnesota and shall be construed in accordance with the laws thereof.

(f) Time of Essence. The parties' timely performance of each of the obligations set forth in this Agreement is an essential term of this Agreement.

(g) No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(h) Interpretation. The HRA and the Affiliated Entities agree that this Agreement shall be interpreted without regard to which party drafted the Agreement.

(i) Amendment. This Agreement may not be amended or modified except pursuant to a written agreement executed by authorized representatives of the HRA and each of the Affiliated Entities.

(j) Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Master Declaration.

[SIGNATURE PAGES FOLLOW]

Dated: _____

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a public body politic and corporate under the laws of the state of Minnesota

By: _____
Its: Chair

By: _____
Its: Executive Director

Signature Page to Agreement

Dated: _____

PSD, LLC, a Minnesota limited liability company

By _____
Name: _____
Its: _____

Signature Page to Agreement

Dated: _____

ANCHORS AWAY, INC., a Minnesota corporation

By _____
Name: _____
Its: _____

Signature Page to Agreement

Dated: _____

NAU HOLDING COMPANY, LLC, a
Minnesota limited liability company

By _____
Name: _____
Its: _____

Signature Page to Agreement

Dated: _____

**RAMSEY PROFESSIONAL CENTER,
LLC, a Minnesota limited liability company**

By _____
Name: _____
Its: _____

Signature Page to Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE HRA PROPERTY

Outlots V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

And

Outlot GG, RAMSEY TOWN CENTER ADDITION, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

And

Outlot A, RAMSEY TOWN CENTER 11th ADDITION, and Lot 1, Block 1, RAMSEY TOWN CENTER 11th ADDITION, Anoka County; Minnesota, except that part which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating;

And

Outlot B, RAMSEY TOWN CENTER 11th ADDITION Anoka County; Minnesota;

And

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, Anoka County; Minnesota which lies easterly of the easterly line of Block 1, RAMSEY TOWN CENTER 7th ADDITION, and its southerly extension;

And

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION Anoka County; Minnesota, lying southerly of the following described line: Commencing

at the Northeast corner of Block 1, Ramsey Town Center 7th Addition; thence South, along the East line of said Block 1, a distance of 247.47 feet to the Point of Beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7th Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, and said line there terminating.

And

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8th ADDITION Anoka County; Minnesota;

And

Outlots F, G, H, J, K, N, O, P, Q and R, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

And

Tracts A, C, D and E, REGISTERED LAND SURVEY NO. 241 Anoka County; Minnesota;

And

Outlot M, RAMSEY TOWN CENTER ADDITION, except that part platted as RAMSEY TOWN CENTER 5th ADDITION Anoka County; Minnesota;

And

Outlot A, RAMSEY TOWN CENTER 10th ADDITION Anoka County; Minnesota;

And

Outlots A and B, RAMSEY TOWN CENTER 7th ADDITION Anoka County; Minnesota.

EXHIBIT B-1

LEGAL DESCRIPTION OF THE PSD PROPERTY

Outlot A, RAMSEY TOWN CENTER 4th ADDITION, Anoka County; Minnesota;

And

Lot 1, Block 1 and Outlots A and B, RAMSEY TOWN CENTER 12th ADDITION,
Anoka County; Minnesota;

And

Outlot A RAMSEY TOWN CENTER 14th ADDITION, Anoka County; Minnesota.

EXHIBIT B-2

LEGAL DESCRIPTION OF THE PSD/ANCHORS AWAY PROPERTY

Outlot A and Outlot B, RAMSEY TOWN CENTER 13th ADDITION, Anoka County;
Minnesota.

EXHIBIT B-3

LEGAL DESCRIPTION OF THE NAU PROPERTY

Lot 1, Block 1, RAMSEY TOWN CENTER 4th ADDITION, Anoka County, Minnesota.

EXHIBIT B-4

LEGAL DESCRIPTION OF THE RPC PROPERTY

That part of Lot 1, Block 1, RAMSEY TOWN CENTER 11th ADDITION, Anoka County; Minnesota, which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating.

EXHIBIT C

LEGAL DESCRIPTION OF THE PORTION OF THE HRA PROPERTY THAT IS SUBJECT TO THE MASTER DECLARATION

Parcel Two (formerly part of Outlot E, Ramsey Town Center Addition)

Outlots A, C and F, Ramsey Town Center 8th Addition, Anoka County, Minnesota;

That part of Outlot D, Ramsey Town Center 8th Addition, Anoka County, Minnesota that was formerly a part of Outlot E, Ramsey Town Center Addition;

Outlots A, Ramsey Town Center 10th Addition; and

Parcel Three

Outlots F, H, J, N, O, and Q, Ramsey Town Center Addition, Anoka County, Minnesota;

Parcel Four (formerly a part of Outlot U, Ramsey Town Center Addition)

Outlots A and B, Ramsey Town Center 7th Addition, Anoka County, Minnesota; and

Parcel Five

Outlot GG, Ramsey Town Center Addition, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

Parcel Six

Outlot HH, Ramsey Town Center Addition, Anoka County, Minnesota

EXHIBIT D

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY
TO BE RELEASED FROM THE MASTER DECLARATION**

Parcel One (formerly a part of Outlot A, Ramsey Town Center Addition):

Outlot B, Ramsey Town Center 10th Addition, Anoka County, Minnesota; and

Parcel Two

The South 50.00 Feet of the East 25.00 Feet of Outlot FF, Ramsey Town Center Addition, Anoka County, Minnesota

EXHIBIT E

LEGAL DESCRIPTION OF THE RESIDENTIAL PROPERTY

Parcel One (formerly a part of Outlot A, Ramsey Town Center Addition):

Lots 1A through 19A, Block 1; and Lot 5A and 6, Block 2, Ramsey Town Center 10th Addition, Anoka County, Minnesota;

Parcel Two (formerly Outlot C, Ramsey Town Center Addition)

Lots 5 and 6, Block 4, Ramsey Town Center 9th Addition, Anoka County, Minnesota

Parcel Three (formerly a part of Outlot E, Ramsey Town Center Addition)

Lots 1 through 23, Block 1, Ramsey Town Center 8th Addition, Anoka County, Minnesota;

Unit Nos. 101, 102, 103, 104, 105, 106, 1201, 1202, 1203, 1204, 1205 and 1206, Common Interest Community Number 247, Parkside Village at Ramsey Town Center (Condominium), Anoka County, Minnesota

Lots 1 through 5, Block 2; Lots 1 through 3, Block 3; and Lot 2 through 4, 5A and 6A, Block 4, and Outlots A and C, Ramsey Town Center 9th Addition, Anoka County Minnesota; and

Lots 1 through 38, Block 1 and Lots 1 through 5, Block 2, Ramsey Town Center 10th Addition Anoka County, Minnesota

Parcel Four (formerly a part of Outlot U, Ramsey Town Center Addition)

Unit Nos. 111 -116, 131-137, 211-215, 231-236, 311-315, 331-336, 431-436, 511-517, 711-716, 811-817, 1231-1237 and 1331-1337, Common Interest Community Number 211, Symphony at Town Center, Anoka County, Minnesota; and

Lots 1 through 12, Block 2 and Lots 5 through 11, Block 3, Ramsey Town Center 7th Addition, Anoka County, Minnesota.

Parcel Five (Property added by the Master Declaration Amendment)

Lots 1 through 43 and 47, Block 1; and Lots 1 through 35, Block 2, Common Interest Community Number 214, The Gables Terrace Townhomes, Anoka County, Minnesota; and

Outlot A, Ramsey Town Center 2nd Addition, Anoka County, Minnesota

Parcel Six (Property added by the Master Declaration Amendment)

Units 1 through 26, Common Interest Community Number 213, The Gables Manor Condominium, Anoka County, Minnesota.

EXHIBIT F

CURRENT MEMBERS OF THE MASTER ASSOCIATION

MEMBER	NUMBER OF VOTES
The HRA	Nine Votes
PSD, LLC	Five Votes
PSD, LLC and Anchors Away, Inc.	One Vote
NAU Holding Company, LLC	One Vote
Ramsey Professional Center, LLC	One Vote
Allina Health System, successor by merger to Allina Medical Clinic	One Vote
Anoka County, Minnesota	One Vote
Gables Manor Homeowners' Association, a Minnesota non-profit corporation	One Vote
The Gables Terrace Townhomes Homeowners Association, a Minnesota non-profit corporation	One Vote
The Symphony at Town Center Condominium Association, a Minnesota non-profit corporation	One Vote
Parkside Village at Ramsey Town Center Condominium Association, a Minnesota non-profit corporation	One Vote

EXHIBIT G
PARKING EASEMENT AGREEMENT

EXHIBIT H

SECOND AMENDMENT TO MASTER DECLARATION RAMSEY TOWN CENTER

EXHIBIT I

DECLARATION OF RESTRICTIONS AND COVENANTS

DECLARATION OF RESTRICTIONS AND COVENANTS

_____, 2012

THIS DECLARATION OF RESTRICTIONS AND COVENANTS ("Declaration") is executed by The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota (the "HRA").

RECITALS

WHEREAS, the HRA is the owner of the real estate legally described on the attached **Exhibit A** (the "Burdened Property");

WHEREAS, PSD, LLC, a Minnesota limited liability company ("PSD"), is the owner of the real estate legally described on the attached **Exhibit B-1** (the "PSD Property"); Anchors Away, Inc., a Minnesota corporation ("Anchors Away"), is the owner of the real estate legally described on the attached **Exhibit B-2** (the "Anchors Away Property"); NAU Holding Company, LLC, a Minnesota limited liability company ("NAU") is the owner of the real estate legally described on the attached **Exhibit B-3** (the "NAU Property"); and Ramsey Professional Center, LLC, a Minnesota limited liability company ("RPC") is the owner of the real estate legally described on the attached **Exhibit B-4** (the "RPC Property") (collectively, the entities are the "Affiliated Entities") (collectively, the parcels of property are the "Benefited Properties"); and

NOW, THEREFORE, for one dollar and other good and valuable consideration, the HRA hereby declares as follows:

DECLARATIONS

1. **Declaration of Restriction.** The HRA hereby declares that (i) it will not, in its capacity as the owner of all or any portion of the Burdened Property, file or join in a filing of a petition under Minn. Stat. Section 428A.08 for the creation of a special service district ("SS District") that would include one or more of the Benefited Properties unless each Affiliated Entity that owns a Benefitted Property that would be included in the SS District provides the HRA with its prior, written consent to the HRA, and (ii) if any other property owners file a

petition for the creation of a SS District that would include all or any portion of the Burdened Property and all or any portion of one or more of the Benefited Properties, the HRA will, upon the written request of any Affiliated Entity who owns Benefited Property that would be included in the SS District, join with that Affiliated Entity in the execution and filing of an objection to the adoption of the special service district ordinance in accordance with Minn. Stat. Section 428A.09.

2. **Run With Title.** The covenants and restrictions set forth in this Declaration run with title to the Burdened and Benefited Properties and inure to the benefit of and are binding upon all owners of the Burdened and Benefited Properties, their heirs, personal representatives and successors in title for a period of twenty five (25) years following the date this Declaration is recorded in the Anoka County land records; provided, however, this Declaration will not be binding on the HRA's successor's in title to the portion of the Burdened Property described on **Exhibit C**.

3. **Enforcement.** The HRA and Affiliated Entities have the right to enforce the terms of this Declaration in a legal or equitable action brought in a court of competent jurisdiction, and the prevailing party in any such action is entitled to recover from the opposing party the prevailing party's attorney's fees and costs. No waiver by either party of any default under this Declaration shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

4. **Amendment.** This Declaration may be amended with the consent of all owners of the Burdened and Benefited Property; provided, however, that the owner(s) of all or any portion of the Burdened Property and the owner(s) of all or any portion of the Benefited Property may amend this Declaration to extinguish the rights of the owners of the Benefited Property who sign the amendment, and their successors in title, to enforce this Declaration against all or any portion of the Burdened Property.

5. **Counterparts.** This Declaration may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.

6. **Headings.** The headings of Sections in this Declaration are for convenience only. They form no part of this Declaration and shall not affect its interpretation. All schedules, exhibits, addenda or attachments referred to are incorporated and made a part of this Declaration.

7. **Integration.** This Declaration sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

8. **Governing Law.** This Declaration shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the HRA has executed this Declaration effective as of the date and year first above written.

DECLARANT:

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a public body politic and corporate under the laws of the state of Minnesota

By: _____
Its: Chair

By: _____
Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me on February __, 2012, by _____ and _____, the chair and executive director of the Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota, on behalf of said public body.

Signature of Notary Public

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**
Briggs and Morgan, P.A. (CJC)
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
(612) 977-8400

EXHIBIT A

Legal Description of the HRA Property

Outlots V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

And

Outlot GG, RAMSEY TOWN CENTER ADDITION, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

And

Outlot A, RAMSEY TOWN CENTER 11th ADDITION, and Lot 1, Block 1, RAMSEY TOWN CENTER 11th ADDITION, Anoka County; Minnesota, except that part which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating;

And

Outlot B, RAMSEY TOWN CENTER 11th ADDITION Anoka County; Minnesota;

And

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, Anoka County; Minnesota which lies easterly of the easterly line of Block 1, RAMSEY TOWN CENTER 7th ADDITION, and its southerly extension;

And

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION Anoka County; Minnesota, lying southerly of the following described line: Commencing

at the Northeast corner of Block 1, Ramsey Town Center 7th Addition; thence South, along the East line of said Block 1, a distance of 247.47 feet to the Point of Beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7th Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, and said line there terminating.

And

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8th ADDITION Anoka County; Minnesota;

And

Outlots F, G, H, J, K, N, O, P, Q and R, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

And

Tracts A, C, D and E, REGISTERED LAND SURVEY NO. 241 Anoka County; Minnesota;

And

Outlot M, RAMSEY TOWN CENTER ADDITION, except that part platted as RAMSEY TOWN CENTER 5th ADDITION Anoka County; Minnesota;

And

Outlot A, RAMSEY TOWN CENTER 10th ADDITION Anoka County; Minnesota;

And

Outlots A and B, RAMSEY TOWN CENTER 7th ADDITION Anoka County; Minnesota.

EXHIBIT B-1

Legal Description of the PSD Property

Outlot A, RAMSEY TOWN CENTER 4th ADDITION, Anoka County; Minnesota;

And

Lot 1, Block 1 and Outlots A and B, RAMSEY TOWN CENTER 12th ADDITION, Anoka County; Minnesota;

And

An undivided one-half interest, as a tenant in common, in Outlot A and Outlot B RAMSEY TOWN CENTER 13th ADDITION, Anoka County; Minnesota;

And

Outlot A RAMSEY TOWN CENTER 14th ADDITION, Anoka County; Minnesota.

EXHIBIT B-2

Legal Description of the Anchors Away Property

An undivided one-half interest, as a tenant in common, in Outlot A and Outlot B
RAMSEY TOWN CENTER 13th ADDITION, Anoka County; Minnesota.

EXHIBIT B-3

Legal Description of the NAU Property

Lot 1, Block 1, RAMSEY TOWN CENTER 4th ADDITION, Anoka County; Minnesota.

EXHIBIT B-4

Legal Description of the RPC Property

That part of Lot 1, Block 1, RAMSEY TOWN CENTER 11th ADDITION, Anoka County; Minnesota, which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating.

EXHIBIT C

PARCEL ONE:

That part of Lots 1 and 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota that are being replatted as Lot 3, Block 1 COR ONE, Anoka County, Minnesota.

PARCEL TWO:

That part of Outlot A, RAMSEY TOWN CENTER 5TH ADDITION and Outlot M, Ramsey Town Center Addition, Anoka County, Minnesota that are being replatted as Lot 4, Block 1 COR ONE, Anoka County, Minnesota.

PARCEL THREE:

THAT PART OF:

OUTLOT GG, RAMSEY TOWN CENTER ADDITION, ANOKA COUNTY MINNESOTA EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT GG; THENCE ON AN ASSUMED BEARING OF SOUTH, ALONG THE WESTERLY LINE OF SAID OUTLOT GG FOR 567.55 FEET TO A POINT OF CURVATURE IN SAID WESTERLY LINE; THENCE SOUTHERLY FOR 36.04 FEET ALONG SAID WESTERLY LINE ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 540 FEET AND A CENTRAL ANGLE 03 DEGREES 49 MINUTES 27 SECONDS TO A POINT OF TANGENCY IN SAID WESTERLY LINE; THENCE SOUTH 03 DEGREES 49 MINUTES 27 SECONDS WEST ALONG SAID WESTERLY LINE FOR 87.95 FEET TO THE MOST SOUTHERLY CORNER IN SAID WESTERLY LINE; THENCE SOUTH 66 DEGREES 10 MINUTES 33 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT GG FOR 659.59 FEET; THENCE ON A BEARING OF NORTH FOR 957.75 FEET TO THE NORTHERLY LINE OF SAID OUTLOT GG; THENCE ON A BEARING OF WEST ALONG SAID NORTHERLY LINE FOR 596.32 FEET TO THE POINT OF BEGINNING

THAT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT GG; THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS WEST, ASSUMED BEARING ALONG THE EAST LINE OF SAID OUTLOT GG, A DISTANCE OF 332.33 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID OUTLOT GG, A DISTANCE OF 273.63 FEET; THENCE NORTH, A DISTANCE OF 432.33 FEET TO SAID NORTH LINE; THENCE EAST, ALONG SAID NORTH LINE, A DISTANCE OF 273.69 FEET TO THE POINT OF BEGINNING.

Meeting Date: 05/08/2012**By:** Darren Lazan, Housing &
Redevelopment Authority

Title:

Consider Proposal for Additional Traffic Analysis in The COR

Background:

As part of the AUAR, and under the approved proposal dated February 6th, 2012, the HRA authorized an initial effort to analyze the traffic impacts of the revised development plan for The COR. In that proposal, Landform and the traffic consultant remodeled the Traffic Analysis Zones (TAZ) created from the revised development plan, compared the results to the previous model, and reviewed the previous mitigation measures for adequacy.

At that time, we identified an increase in trips generated by the new plan, but worked to revise the projections as aggressively as reasonable to get to a point where we could agree that the existing mitigation measures remained sufficient in the updated plan.

The AUAR update is currently being completed and will be under review over the coming months. Of concern at the time the traffic components were underway, was the reduction in housing units necessary to lower traffic counts to an acceptable level. Subsequent to that effort, the Met Council has expressed concern over the proposed reduction in housing units, and suggested we take another look at the proposed plan and review the potential for additional units to minimize the reduction from the previous plan.

To accomplish this, the development team must revisit the density, unit types, and assumptions in traffic counts made as part of that effort. The initial proposal for the traffic component of the AUAR is attached and allowed for approximately \$13,000 for the base analysis and an estimate of approximately \$40,000 additional costs if a full review of the traffic study was necessary. We have completed the base analysis for that phase.

Notification:**Observations:**

To adequately assess the unit counts possible in The COR, we must complete several tasks:

- Revisit uses and densities in COR 1
- Consider shift from retail to mixed-use in the area between COR 1 and the retail area (W30)
- Consider a more detailed analysis of the internal capture
- Re-run trip generation based on the revised TAZ
- Re-assess the impacts and mitigation measures in the current AUAR

The internal capture rate we used was aggressive, but typical for suburban shopping malls. Since the initial analysis, there has been a new methodology developed to better assess internal capture, which is the rate at which visitors make multiple stops within the project, reducing the need for adjacent roadways to handle the total trips. For instance, if the traffic manual determines that a building generates 10 trips per hour, and we use the generic capture rate of 20%, the actual trips generated are calculated at 8 trips per hour. The development team believes with the recent additions of transit and very high density at the heart of the project, The COR has the potential to see a much larger rate of internal capture at full buildout if the current growth remains consistent. Without a more detailed study, we cannot depart from the standard (aggressive) rate of 20%.

Recommendation:

The development team recommends the HRA approve \$5,000 of the optional \$40,000 budget for additional traffic analysis and direct the team to complete the proposed tasks necessary to more accurately assess potential unit counts.

Funding Source:

HRA Budget/Future Land Sales

Council Action:

Approve up to \$5,000 of the \$40,000 optional budget for traffic analysis in The COR.

Attachments

Original AUAR proposal

Proposal for internal capture analysis

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	05/04/2012 04:46 PM
Form Started By: Darren Lazan		Started On: 05/04/2012 03:33 PM
	Final Approval Date: 05/04/2012	



105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

WORK ORDER

DATE REVISED February 6, 2012 CONTRACT NO. P11056

CLIENT INFORMATION BILLING INFORMATION (IF DIFFERENT FROM CLIENT)

COMPANY NAME City of Ramsey COMPANY NAME

CLIENT CONTACT Heidi Nelson – Executive Director HRA CONTACT

ADDRESS 7550 Sunwood Dr. ADDRESS

CITY, STATE, ZIP Ramsey, MN 55303 CITY, STATE, ZIP

PHONE/FAX 763.433.9817 PHONE/FAX

PROJECT INFORMATION

PROJECT NAME The COR AUAR Update PRINCIPAL Darren Lazan

PROJECT DESCRIPTION Preparation of AUAR Update for The COR (Ramsey Town Center AUAR Update) STUDIO/DEPT RCD

EST. START DATE Immediately

PROPERTY LOCATION The COR EST. COMPLETE DATE To Be Determined

CITY, STATE, ZIP Ramsey, MN, 55303 PROJECT MANAGER Kendra Lindahl

PIN: PHASE MANAGER Kendra Lindahl

SCOPE OF SERVICES LANDFORM AGREES TO PERFORM PROFESSIONAL SERVICES FOR THE CLIENT AS FOLLOWS:

PHASE	DESCRIPTION	TASK	BILLING MESSAGE
90	Background Information	Collect and analyze background information including the 2003 Ramsey Town Center AUAR, 2030 Comprehensive Plan and any other studies that have been completed since the AUAR was completed. This includes review of city and other agency documents to develop the framework for the AUAR update. Additionally, we will contact agencies where updated data may be needed (MPCA, DNR Natural Heritage database, MN Historical Society, etc.). We will work with staff to coordinate with the EQB on this update.	HOURLY TO MAXIMUM \$9,370
90	Review and Update Development Scenarios	We will use the current COR development plan for the updated development scenario and identify areas where AUAR updates are needed due the changes to the development scenario originally included in the AUAR.	HOURLY TO MAXIMUM \$3,890
90	Prepare AUAR Update (including mitigation plan)	<ul style="list-style-type: none"> Update Land Use to reflect changes to The COR development scenario. Update Traffic to incorporate all of the studies that have been completed since the adoption of the AUAR. This scope assumes that the work done as part of the Sunwood Drive will be acceptable for agency review. We will use this information to update the traffic, air and noise elements of the AUAR. If additional studies are needed, they will be conducted as an additional service. Update Stormwater Management will be updated to reflect any changes to resulting from the revised development scenario and/or regulatory changes. Update Wetlands to reflect current development scenario. 	HOURLY TO MAXIMUM \$13,375

		<ul style="list-style-type: none"> Update Water Supply/ Waste Water to reflect current development scenario. Update Compatibility with Other Plans including 2030 Comprehensive Plan. 	
90	Review and Comment	We will prepare the AUAR update document for review by staff and council prior to distribution for the required comment period. We will then submit the document to the required agencies for the 10-day comment period. If objections are filed, we will work with the city to respond to the comments. The document will be prepared for a City Council meeting for adoption.	HOURLY TO MAXIMUM \$6,180
99	OPTIONAL- WSB Noise Study	We will update the noise section of the AUAR if required. We will work with the MPCA to determine what type of analysis is needed and conduct this work only if needed. WSB is currently doing a noise study for Armstrong and has indicated that they could expand the scope for the AUAR update for a fixed fee if needed. We will work determine whether or not this is needed in the first phase of our work.	\$5,000 FIXED FEE
99	OPTIONAL- Transportation Plan update	This work plan assumes that that previous transportation studies that have been done, including the Sunwood Study, provide adequate information for the AUAR update. However, if the agencies require an update of the Transportation Plan additional services will be required and can be defined after agency review and comment if necessary.	\$40,000 ESTIMATE

Reimbursable Expenses, including but not limited to Mileage, Plotting, Printing, Scanning, and Subconsultants are not included in the fees below and will be billed as a reimbursable expense at 1.15 times cost.

FEES (RATE SCHEDULE IS AVAILABLE UPON REQUEST FOR HOURLY CONTRACTS)

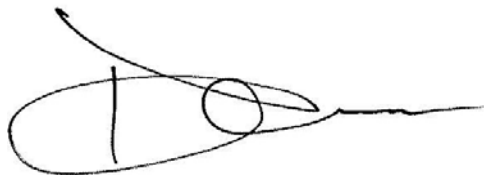
<input type="checkbox"/>	FIXED FEE	FIXED FEE AMOUNT:	Plus Typical Reimbursables
<input checked="" type="checkbox"/>	HOURLY WITH AN ESTIMATE	ESTIMATE FEE:	RATES
<input type="checkbox"/>	HOURLY TO A MAXIMUM	MAXIMUM FEE:	RATES 2011 Landform Schedule

IN WITNESS WHEREOF, the parties have accepted, made and executed this agreement upon the terms, conditions and provisions stated above and on the attached General Conditions including, but not limited to, provisions relating to limitations on liability of Consultant.

Accepted By:

Landform

Heidi Nelson



Date:

Darren Lazan
President

Date: February 6, 2012

Landform Federal Tax ID: 27-1199905

General Conditions

1. All required services outside SCOPE OF WORK outline will be provided upon the CLIENT'S request and will be billed at the rates quoted on the CURRENT FEE SCHEDULE. A copy of the CURRENT FEE SCHEDULE has been made available to CLIENT or is attached hereto. Rates and multiples for Additional Services and other services as set forth in the fee schedule shall be adjusted annually in accordance with normal salary review practices of Consultant.
2. Fees outlined in this contract will be adhered to subject to site conditions and criteria set forth by the CLIENT and requirements of all applicable governmental agencies, utility companies, etc., in effect on the date of the CONSULTANT'S signing of this contract. No work by the CONSULTANT will commence until fully dimensioned and client-approved plans have been received from CLIENT. Subsequent changes to the plans, which require additional work by the CONSULTANT, will result in extra charges at the rates quoted on the CURRENT FEE SCHEDULE.
3. Field staking will be performed one time only for the fees quoted. Any restaking due to the loss of stakes beyond the CONSULTANT'S control will be billed at the rate on the CURRENT FEE SCHEDULE. In addition, fees outlined for field survey and construction staking are subject to the CONSULTANT being able to perform each item without delays beyond its control. The CLIENT shall request construction-staking items a minimum of two (2) working days in advance of when desired.
4. In the event that a question or claim may arise as to an error or omission in the CONSULTANT'S work or plans, the CONSULTANT will assume no liability for errors or omissions unless notified within 48 hours of the client's discovery of such. If notified within 48 hours, the CONSULTANT will have the right to remedy any such errors or omissions within a reasonable and agreed upon time thereafter, at no additional cost to the CLIENT. The CONSULTANT will assume no liability for construction staking unless all stakes are maintained intact and verified as to their origin.
5. The CLIENT shall give separate authorization to the CONSULTANT to commence each item of work as outlined in the SCOPE OF WORK.
6. CLIENT will be billed monthly, based upon percentage of work completed and/or hourly charges and reimbursable costs. Invoices are due and payable upon presentation. Objections to invoices not made in writing within thirty (30) days of the billing date are waived. A FINANCE CHARGE of one and one half percent (1.5) per month (18% ANNUAL PERCENTAGE RATE) will be added to portions of accounts over 30 days past due. FINANCE CHARGES may be compounded. CLIENT'S failure to make timely payments is justification for suspension of all services and withholding of all deliverables until payment is received or other written agreements made. CONSULTANT shall be entitled to recover all costs, expenses and fees incurred by CONSULTANT (including litigation and arbitration fees and costs, reasonable attorneys' fees, and CONSULTANT'S internal labor at the rates quoted on the CURRENT FEE SCHEDULE) due to CLIENT'S failure to make timely payments.
7. This Agreement may be terminated by either party upon seven (7) days' written notice. In the event of any termination, the CONSULTANT will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination. Without limiting the generality of the foregoing, paragraphs 4, 6, 9, 10, 11, 12, 14, 15, and 16 of these General Conditions shall survive any cancellation, expiration, or termination of this Agreement.
8. The CONSULTANT will not be responsible for the cost of permits, title company charges, governmental review fees, soil reports, printing, photographic charges, etc. as applicable, except those printing charges necessary for the CONSULTANT to do its work. The CONSULTANT will be reimbursed for such charges paid by it for the CLIENT at the rates quoted on the CURRENT FEE SCHEDULE.
9. The CONSULTANT will not be responsible or liable for the following: (a) Any use of plans, surveys, specifications, etc. not signed and sealed by the CONSULTANT and approved by the appropriate governmental agencies; (b) Inaccuracy of data, plans, legal descriptions or any other information supplied by the CLIENT or others; (c) Site soil, hydrologic, or geologic conditions; (d) Changes to the plans and specifications made by the CLIENT or others; (e) Job site conditions; or (f) The performance of work on this project by any construction contractor or third party.
10. All original work will be property of the CONSULTANT. The CLIENT at its request will be furnished with reproducible copies as a reimbursable expense. All documents furnished by the CONSULTANT are instruments of its service. They are not suitable for reuse or extensions of this project or any other project. CONSULTANT is the author of these documents and retains all common law, statutory and/or reserved rights, including copyright. Any reuse without specific written approval by the CONSULTANT in each case will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.
11. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in the contract without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT or CONSULTANT.
12. The CONSULTANT makes no representation concerning any cost estimate figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only and the CONSULTANT shall not be responsible for fluctuations in costs or quality figures.
13. The CLIENT agrees to cooperate in every way requested by the CONSULTANT to expedite the completion of the work set forth in the contract. The CLIENT agrees to provide the CONSULTANT access to the property involved and to make available any records, documents, deeds, legal descriptions or other items requested by the CONSULTANT for the reasonable pursuit of the completion of the work.
14. The CONSULTANT makes no warranty, either expressed or implied, as to its services. Services will be performed in accordance with generally accepted engineering and/or surveying practices.
15. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is less than or equal to \$100,000 shall be decided by binding arbitration in Minneapolis in accordance with the Construction Industry Rules of the American Arbitration Association. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than \$100,000 shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Agreement shall be governed by Minnesota law, without regard to conflicts of law principles.
16. CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF CONSULTANT IN PERFORMING ITS SERVICES SHALL BE LIMITED TO THE GREATER OF (I) THE AMOUNT STATED IN THIS PROPOSAL AS COMPENSATION FOR CONSULTANT'S BASIC SERVICES, OR (II) THE LIMITS OF ANY INSURANCE ACTUALLY AVAILABLE TO THE CONSULTANT. AT ANY TIME PRIOR TO COMMENCEMENT OF SERVICES. CLIENT MAY, BY PAYING A 20% PREMIUM IN ADDITION TO CONSULTANT'S FEE, ELIMINATE THIS LIMITATION ON LIABILITY. In no event shall CONSULTANT be liable for loss of profits, loss of use, loss of revenue, or any or special, indirect or consequential damages of any kind.
17. **NOTICE OF LIEN RIGHTS (MINNESOTA): (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
18. There are no understandings or agreements except as herein expressly stated.



May 3, 2012

Ms. Kendra Lindahl, AICP
Landform
105 South Fifth Avenue, #513
Minneapolis, MN 55401


Re: The COR Trip Generation – Ramsey, MN

Dear Kendra,

Thank you for the opportunity to present this proposal to update Table 1 from our September 2, 2011 Technical Memorandum (*The COR Traffic Generation*). We'll use the MXD Method we discussed for refining the internal capture rate in the trip generation analysis along with updated TAZ development assumptions from you. It should be noted the 20% internal capture rate previously used was aggressive and it is possible the internal capture rate may actually go down.

We will email you the updated table along with a brief technical memorandum explaining our calculations within **7 business days** of receiving the updated TAZ information from you. The fee for preparing the study is **\$1,960**, due NET 30 of receiving the table and technical memorandum. To accept this proposal, please sign below and email a scanned copy back to me.

Sincerely,
SPACK CONSULTING


Michael P. Spack, P.E.
President

LANDFORM (Authorized signer)

Signature Date

Printed Name Title

p.s. Please review our **unconditional client satisfaction guarantee** at www.SpackConsulting.com.