

**AGREEMENT AND DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR COR TWO**

DATED AS OF OCTOBER __, 2012

I. PARTIES

The parties to this Agreement and Declaration of Easements, Covenants and, Restrictions and Easements for COR TWO (“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”), and Sophia-Ramsey LLC, a Minnesota limited liability company (“Sophia-Ramsey”). The HRA and Sophia-Ramsey shall also be referred to individually as a “Party” and collectively as the “Parties.”

II. RECITALS AND DEFINITIONS

1. Sophia-Ramsey owns certain real property located in the City of Ramsey, Anoka County, Minnesota, which is legally described as Lots 1 and 2, Block 1, COR TWO, Anoka County, Minnesota (“Lot 1” and “Lot 2”, respectively and collectively the “Sophia-Ramsey Property”).

2. The HRA owns certain real property located in the City of Ramsey, Anoka County, Minnesota, which is legally described as Lots 3, 4 and 5, Block 1, COR TWO, Anoka County, Minnesota (“Lot 3”, “Lot 4” and “Lot 5”, respectively and collectively the “HRA Property”).

3. As used in this Agreement, the term “Property” means the Sophia-Ramsey Property and the HRA Property.

4. Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 are sometimes referred to in this Agreement, individually, as a “Lot” and, collectively, as the “Lots.” The terms “Lot” and “Lots” also mean any lot or parcel created by a combination of all or a part of two or more Lots or by a further subdivision of all or a part of a Lot.

5. The term “Owner” as used in this Agreement means the fee owner(s) of a Lot as reflected in the Anoka County land records except that if the fee owner(s) of a Lot contracts to

convey a Lot pursuant to a recorded contract for deed, the vendee(s) under the contract for deed and not the fee owner(s) is or are the “Owner(s)” of the Lot for purposes of this Declaration.

6. The Property constitutes a common interest community under Minnesota Statutes Chapter 515B, but Minnesota Statutes Chapter 515B does not apply by reason of Section 515B.1-102(e)(5).

7. The Parties are executing this Agreement to create certain appurtenant easements for the construction, use, maintenance, repair and replacement of drive lanes that will provide vehicular ingress and egress between the Lots and Sunwood Drive and for the construction, use, maintenance, repair and replacement of private utilities and to establish covenants and restrictions relating to the maintenance, repair and replacement of the improvements located within the easements and relating to the use of the Lots, all for the mutual benefit of the Owners.

8. In addition, to satisfy one of the requirements the City of Ramsey, Minnesota (the “City”) imposed in connection with the City’s approval of the final plat of COR TWO, the Parties desire to grant the City an easement in gross over and across the Lots to permit the City to inspect and, if the City deems it necessary and appropriate to repair private water lines and storm sewers located on the Property.

Now, therefore, the Parties hereby declare and create for the benefit of the Parties, the easements, covenants and restrictions described herein.

III. AGREEMENT

1. **Recitals.** The Recitals set forth above are a part of this Agreement.
2. **Grant of Easements.** The Parties hereby declare and grant the following easements:

A. **West Access Easement.**

- (i) **Grant of Easement.** The HRA declares a perpetual, non-exclusive, appurtenant easement over, under and across the portion of the Property legally described and depicted on the attached Exhibit A (the “West Access Easement Property”) for vehicular access between Lot 3, Lot 4 and Lot 5 and Sunwood Drive, as dedicated on the plat of COR TWO, Anoka County, Minnesota (the “West Access Easement”). The West Access Easement is appurtenant to Lot 3, Lot 4 and Lot 5 and is intended for the use of the Owners of those Lots and their respective tenants, licensees, invitees and guests. The West Access Easement does not grant the Owners of those Lots or their respective tenants, licensees, invitees and guests the right to park vehicles on the West Access Easement Property.
- (ii) **Construction and Maintenance.** The HRA will arrange for the construction of roadway improvements within the West Access Easement Property (the “West Access Improvements”). The

Owner of Lot 3 must maintain, repair and replace the West Access Improvements in a clean, safe and otherwise first-class condition and state of repair and in compliance with all applicable laws, codes, regulatory and insurance requirements. Maintenance includes, but is not limited to, the removal and disposal of snow. The Owner of Lot 3 must perform its maintenance, repair and replacement obligations in a manner that does not unreasonably interfere with the use or enjoyment of the West Access Easement Property for its intended purposes. The Owner of Lot 3 may sweep the West Access Improvements and may remove snow from the West Access Improvements without prior notice to other Owners. If the Owner of Lot 3 intends to perform maintenance, repair or replacement work other than sweeping or snow removal on Lot 4 or on Lot 5, the Owner of Lot 3 must give notice to the Owner or Owners of the Lot or Lots upon which the maintenance, repair or replacement work will be undertaken at least seven (7) days before commencing the work.

- (iii) Maintenance Costs. The costs of performing the maintenance, repairs and replacements described in Article III, Section 2.A.(ii) (the “West Access Easement Maintenance Costs”) shall be allocated between the Owners of Lot 3, Lot 4 and Lot 5. The Owner of Lot 3 is liable for _____ percent (___%) of the West Access Easement Maintenance Costs; the Owner of Lot 4 is liable for _____ percent (___%) of the West Access Easement Maintenance Costs; and the Owner of Lot 5 is liable for _____ percent (___%) of the West Access Easement Maintenance Costs. Article III, Section 3 of this Agreement describes the Owners obligations with respect to the payment of maintenance costs.

B. East Access Easement.

- (i) Grant of Easement. Sophia-Ramsey and the HRA each grant to one another and declare a perpetual, non-exclusive, appurtenant easement over, under and across the portion of the Property legally described and depicted on the attached Exhibit B (the “East Access Easement Property”) for vehicular access between Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 and Sunwood Drive, as dedicated on the plat of COR TWO, Anoka County, Minnesota (the “East Access Easement”). The East Access Easement is appurtenant to Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 and is intended for the use of the Owners of those Lots and their respective tenants, licensees, invitees and guests. The East Access Easement does not grant the Owners of those Lots or their respective tenants, licensees, invitees and guests the right to park vehicles on the East Access Easement Property.

- (ii) Construction and Maintenance. The City of Ramsey is constructing roadway improvements within the East Access Easement Property (the “East Access Improvements”). The Owner of Lot 2 must maintain, repair and replace the East Access Improvements in a clean, safe and otherwise first-class condition and state of repair and in compliance with all applicable laws, codes, regulatory and insurance requirements. Maintenance includes, but is not limited to, the removal of snow. The Owner of Lot 2 must perform its maintenance, repair and replacement obligations in a manner that does not unreasonably interfere with the use or enjoyment of the East Access Easement Property for its intended purposes. The Owner of Lot 2 may sweep the East Access Improvements, remove snow from the East Access Improvements and complete routine maintenance of the East Access Improvements without prior notice to other Owners. If the Owner of Lot 2 intends to perform maintenance, repair or replacement work other than sweeping, snow removal and disposal or routine maintenance on Lot 1, Lot 3 or Lot 5, the Owner of Lot 2 must give notice to the Owner or Owners of the Lot or Lots upon which the maintenance, repair or replacement work will be undertaken at least seven (7) days before commencing the work.

- (iii) Maintenance Costs. The costs of performing the maintenance, repairs and replacements described in Article III, Section 2.B.(ii) above (the “East Access Easement Maintenance Costs”) shall be allocated solely between the Owners of Lot 1 and Lot 2. The Owners of Lot 3, Lot 4 and Lot 5 are not responsible for the payment of any East Access Easement Maintenance Costs. The Owner of Lot 1 is liable for _____ percent (___%) of the East Access Easement Maintenance Costs and the Owner of Lot 2 is liable for _____ percent (___%) of the East Access Easement Maintenance Costs. Article III, Section 3 of this Agreement describes the Owners obligations with respect to the payment of maintenance costs.

C. Storm Sewer Easement.

- (i) Grant of Easement. The HRA declares a perpetual, non-exclusive, appurtenant easement over, under and across the portion of the Property legally described on the attached Exhibit C (the “Storm Sewer Easement Property”) for the benefit of Lot 3, Lot 4 and Lot 5 for the installation, use, inspection, maintenance, repair and replacement of private storm sewer lines and equipment (the “Storm Sewer Easement”).

- (ii) Construction and Maintenance. The HRA will arrange for the construction of shared, private storm sewer lines and equipment in

the Storm Sewer Easement (the “Shared Storm Sewer Improvements”). The Shared Storm Sewer Improvements shall be deemed private improvements even if a public utility easement is dedicated over all or a portion of the Storm Sewer Easement Property. The Owner of Lot 3 must maintain, repair and replace the Shared Storm Sewer Improvements. The Owner of Lot 3 must perform its maintenance, repair and replacement obligations in a manner that does not unreasonably interfere with the use or enjoyment of the Storm Sewer Easement Property for its intended purposes. If the Owner of Lot 3 intends to perform maintenance, repair or replacement work on the Shared Storm Sewer Improvements on Lot 4 or on Lot 5, the Owner of Lot 3 must give the Owner or Owners of the Lot or Lots upon which the maintenance, repair or replacement work will be undertaken at least seven (7) days before commencing the work.

- (iii) Maintenance Costs. The cost of maintaining, repairing and replacing the Shared Storm Sewer Improvements (the “Shared Storm Sewer Improvement Maintenance Costs”) shall be allocated between the Owners of Lot 3, Lot 4 and Lot 5 as follows: The Owner of Lot 3 is liable for _____ percent (___%) of the Shared Storm Sewer Improvement Maintenance Costs; the Owner of Lot 4 is liable for _____ percent (___%) of the Shared Storm Sewer Improvement Maintenance Costs; and the Owner of Lot 5 is liable for _____ percent (___%) of the Shared Storm Sewer Improvement Maintenance Costs. Article III, Section 3 of this Agreement describes the Owners obligations with respect to the payment of maintenance costs.

- D. **Grant of Inspection and Repair Easement to City**. Sophia-Ramsey and the HRA each grant the City of Ramsey a perpetual, non-exclusive easement in gross over and across the Lots to permit the City to inspect private water lines, storm sewer lines and related equipment located on the Property and to maintain and repair those lines and equipment if the City determines that the Lot Owners are not adequately maintaining or repairing those lines or equipment (the “Public Inspection Repair Easement”). Except in circumstances where the City must act promptly to prevent or limit damage to public or private property or to protect public health and safety, the City must give Owners written notice of the maintenance or repairs the City determines are necessary and must allow the Owners thirty (30) days after the delivery of such notice to perform the maintenance or repairs themselves before the City may exercise its right to maintain or repair private lines and equipment. If the City makes inspections or undertakes maintenance or repairs pursuant to this Section D, the City must use commercially reasonable efforts to minimize disruption to the Owners; the Owners’ tenants; and the Owners’ and the Owners’ tenants’ guests and invitees. If the City incurs costs or expenses

to maintain or repair private water lines, storm sewer lines or related equipment as authorized by this Section, the City may allocate the costs that the City incurs among the Lots the City's work benefits based on the relative square foot area of the benefitted Lots or on such other basis as the City determines to be fair and equitable to the Owners and may provide the Owners with notice of the amount of the costs allocated to each Lot. Owners must pay amounts the City allocates to the Owner's Lot to the City within thirty (30) days after the City provides written notice of the amount due. If an Owner fails to pay amounts the City allocates to the Owner's lot to the City within thirty (30) days after the City provides written notice of the amount due, the City may levy special assessment against the Lot for the amount the City allocated to the Owner's Lot in accordance with the requirements in Minnesota Statute Chapter 429.

- E. **Defined Term "Easement" and "Easements"**. The West Access Easement, the East Access Easement, the Water and Sanitary Sewer Easement and the Storm Sewer Easement are referred to in this Agreement, individually, as an "Easement," and, collectively, as the "Easements."
- F. **Rights of Owners of Burdened Lots**. The Owner of a Lot an Easement burdens may use the Owner's Lot in all ways that do not unreasonably interfere with the rights granted under Easements and has the right to grant additional non-exclusive easements to third parties.

3. **Payment of Maintenance Costs.**

- A. **Payment Requests and the Obligation to Make Payments**. Within sixty (60) days after the end of each calendar year, an Owner who is responsible for performing maintenance, making repairs and replacing improvements under Sections 2.A(ii), 2.B(ii) or 2.C(ii) of this Article III will submit payment invoices to the other Owners who are liable for a share of the costs of such work under Sections 2.A.(iii), 2.B.(iii) or 2C.(iii) of this Article III. Each invoice shall contain the following information: (i) the total amount the Owner paid in West Access Easement Maintenance Costs, East Access Easement Maintenance Costs or Shared Storm Sewer Improvement Maintenance Costs, as the case may be, during the previous calendar year; and (ii) the calculation of each Owner's share of the West Access Easement Maintenance Costs, East Access Easement Maintenance Costs or Shared Storm Sewer Improvement Maintenance Costs, as the case may be, based on the percentages set forth in Section 2.A(iii) and Section 2.B(iii) or 2.C(iii) (each a "Payment Request"). Owners must pay all amounts due pursuant to a Payment Request to the Owner submitting the Payment Request within thirty (30) days after delivery of the Payment Request to the Owner.

- B. **Records.** An Owner performing maintenance or making repairs or replacements pursuant to Sections 2.A(ii), 2.B(ii) or 2.C(ii) of this Article III (a “Maintaining Owner”) must maintain accurate records regarding the West Access Easement Maintenance Costs, East Access Easement Maintenance Costs, or Shared Storm Sewer Improvement Maintenance Costs the Maintaining Owner incurs (the “Maintenance Costs Records”); provided the Maintaining Owner may, at any time, discard Maintenance Costs Records that are more than seven (7) years old. A Owner who is obligated to pay a Maintaining Owner for West Access Easement Maintenance Costs, East Access Easement Maintenance Costs or Shared Storm Sewer Improvement Maintenance Costs (a “Paying Owner”) may, upon submission of a written request to the Maintaining Owner to whom the Paying Owner is obligated to make payments, examine such Maintaining Owner’s Maintenance Cost Records and the Maintaining Owner must make its Maintenance Cost Records available to the Paying Owner for review within thirty (30) days of the Paying Owners’ Request. If, after inspecting a Maintaining Owner’s Maintenance Cost Records, a Paying Owner believes there are errors or discrepancies in the Maintaining Owners Maintenance Records which have resulted in overpayment by the Paying Owner, the Paying Owner may notify the Maintaining Owner of the existence and substance of all discrepancies the Paying Owner is alleging. The Paying Owner and the Maintaining Owner shall have thirty (30) days to resolve the alleged discrepancies to their mutual satisfaction, and if they are not successful in resolving the discrepancies to their mutual satisfaction, either the Maintaining Owner or the Paying Owner may in Anoka County District Court to pursue any and all remedies available at law or in equity including, but not limited to the commencement of one or more actions seeking monetary damages, injunctive relief and specific performance. In any such action, the prevailing party shall be entitled to recover its reasonable attorney fees and costs and, if the Paying Party prevails, the Paying Owner may also recover the actual out of pocket costs the Paying Owner incurred to review and audit the Maintaining Owners Maintenance Records
- C. **Interest and Late Fees.** If any Paying Owner fails to pay its share of West Access Easement Maintenance Costs, East Access Easement Maintenance Costs or Shared Storm Sewer Improvement Maintenance Costs within thirty (30) days after receipt of a Payment Request, then in addition to such rights and remedies provided for under Section 6, the Maintaining Owner entitled to receive such payment is entitled to also receive: (i) interest at a rate equal to the lower of the highest rate permitted by law, or four percent (4%) above the reference rate announced from time to time by U.S. Bank, N.A., Minneapolis office (or the reference rate of any successor bank designated by mutual agreement of the parties), from the date the payment was due until the date the payment is received; (ii) a late payment charge in the amount of Two Hundred Fifty Dollars (\$250.00), not as a penalty, but as a way of defraying the costs that

would be incurred in dealing with late payments; and (iii) reasonable attorneys' fees it incurs as a result of payment delinquencies.

4. **Insurance.** Each Party agrees to maintain, at all times, a policy or policies of commercial general liability insurance providing coverage on an "occurrence" rather than a "claims made" basis. The policy shall include coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), and independent contractors. The policy or policies shall be in such amounts as prudent owners of the type of each property each Party owns within the Minneapolis, Minnesota metropolitan statistical area would maintain but in any event must be in at least the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Each Party agrees to provide evidence of such liability insurance in the form of a Certificate of Insurance if requested by the other Parties.

5. **Compliance with Laws.** The Owners must at all times use the Lots in compliance with all statutes, laws, rules, regulations and ordinances as may exist from time to time and that they shall not, at any time, use, store, dispose of or release on any Lot or cause or permit to exist to be used, stored, disposed of or released on any Lot any substance which is defined as a "hazardous substance", "hazardous material", "toxic substances" or "solid waste" in violation of any federal, state or local law, statute or ordinance.

6. **Restriction.** No improvements, building, fence, wall or other structure may be built or maintained on the portion of Lot 1 that is legally described and depicted on the attached Exhibit D (the "Restricted Property"). The Restricted Property may be used for surface uses such as a parking lots, patios, hardscaping and landscaping. The owner of the Restricted Property may construct one sign within the Restricted Property. In addition to compliance with all provisions of the City of Ramsey's Code of Ordinances that apply to any such sign, the Owner of the Restricted Property must construct any sign located on the Restricted Property in conformance with design and construction plans which the Owner has submitted to the HRA for review and which the HRA has approved. The HRA may not unreasonably delay, condition or deny is approval. The purpose for the HRA's review and approval rights is to ensure consistency between the appearance of the sign located in the Restricted Area and signs the HRA constructs within easements the HRA reserves to itself on Lots 4 and 5, COR TWO, Anoka County, Minnesota. The HRA may assign its review and approval rights under this Section 6 to any party to whom the HRA assigns the signage easements it reserves over Lots 4 and 5, COR TWO. The Owner of Lot 1 may not create any additional curb cuts between the northerly 100 feet of Lot 1 and the East Access Easement Property.

7. **Emergency Self Help.** Notwithstanding the allocations of responsibility for maintenance, repair and replacement set forth in Sections 2.A(ii), 2.B(ii) or 2.C(ii) of this Article III, the Owner of a Lot benefitted by an Easement may make emergency repairs to or plow and remove debris from the portions of the West Roadway Improvements or the East Roadway Improvements that provide access to the Owners' Lot and may make emergency repairs to Shared Storm Sewer Improvements serving the Owners' Lot or the improvements located on the Owners' Lot, if and to the extent necessary to maintain commercially reasonable access and utility service to the Owners' Lot. An Owner performing such emergency repairs, plowing or debris removal must use commercially reasonable efforts to notify, in writing or otherwise, the Owner otherwise responsible under this Agreement for such repairs, plowing or debris removal

of the performing Owners' actions as promptly as possible. An Owner who exercises its rights under this Section 7 without giving the thirty (30) day notice and opportunity to cure described in Section 8 is not entitled to recover and does not have a lien for its costs it incurs to in undertaking the emergency repairs, snow removal or debris removal pursuant to the self-help provisions of Section 8 but may, notwithstanding its failure to give the thirty (30) day advance written notice of default as contemplated in Section 8, commence an action in Anoka County District Court against the party responsible under this Agreement for the performance of the repairs and in such action pursue any and all remedies available at law or in equity including, but not limited to the commencement of one or more actions seeking monetary damages, injunctive relief and specific performance. In any such action, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

8. **Default.** If Owner defaults in the performance of one or more of its obligations under this Agreement or in the observance of one or more of the restrictions set forth in this Agreement and such default continues for thirty (30) days after another Owner delivers a written notice of default to the defaulting Owner, the non-defaulting Owner may commence an action in Anoka County District Court to pursue any and all remedies available at law or in equity including, but not limited to the commencement of one or more actions seeking monetary damages, injunctive relief and specific performance. In any such action, the prevailing party shall be entitled to recover its reasonable attorney fees and costs. If an Owner responsible for maintenance, repairs and replacements under Section Sections 2.A(ii), 2.B(ii) or 2.C(ii) of this Article III defaults in the performance of its obligation to maintain, repair or replace pursuant to Sections 2.A(ii), 2.B(ii) or 2.C(ii) of this Article III, another Owner gives the defaulting Owner a notice of default as contemplated in this Section 7 and the defaulting Owner fails or refused to cure its default within the thirty (30) day period provided for in this Section 7, the Owner who provided the notice of default may perform the obligations of the defaulting Owner or may engage a third party to perform the obligations of the defaulting Owner and shall be entitled to recover its costs of performance from other Owners in accordance with the terms of this Agreement. If an Owner fails or refuses to pay amounts due under Section 3(B) of this Article III when and as due and fails or refuses to cure its default within the thirty (30) day period provided for in this Section 8, the Owner entitled to payment under Section 3(B) shall have and is entitle to foreclose a lien against the defaulting Owner's Lot; provided, however, the lien may only be foreclosed by action and in the same manner as the foreclosure of a mortgage by action, under Minnesota Statutes Chapter 581.

9. **Amendments.** Except as provided in this Section 9, neither this Agreement nor the easements granted and declared herein may be amended, modified or terminated except by recording in the appropriate County land records of Anoka County, Minnesota a written agreement that all of the Owners of all of the Lots have executed. The Owners of all of the Lots that the West Access Easement either benefits or burdens may, without notice to or the consent of the Owners of other Lots, modify or amend the legal description of the West Access Easement by recording in the appropriate County land records of Anoka County, Minnesota a written modification agreement or amendment that all of the Owners of the Lots benefitted or burdened Lots have executed. An Owner of a Lot that the Storm Sewer Easement burdens may, without notice to or the consent of the Owners of other Lots, relocate the Storm Sewer Improvements located on that Owner's Lot and unilaterally amend this Agreement to relocate the boundaries of the portion of the Storm Sewer Easement located on the Owner's Lot provided: (1) the Owner

does so at its sole cost and expense; (2) the design standards and actual performance of the relocated Storm Sewer Improvements (in terms of both capacity, rate of flow and storm water treatment) meets or exceeds the design standards and actual performance of the Storm Sewer Improvements being relocated; (3) the relocation does not result materially interrupt or interfere with other Owners use of the Storm Sewer Improvements; and (4) the Owner who is relocating the Storm Sewer Improvements on its Lot records a unilateral amendment to this Agreement relocating the Storm Sewer Easement to correspond to the location of the relocated Storm Sewer Improvements.

10. **Notices.** To the extent that any notices are required hereunder, such notice shall be in writing and shall be effective if sent to another Party via certified or registered mail, return receipt requested at the addresses as set forth below:

The Housing and Redevelopment Authority in and for the City of
Ramsey
Attn: Executive Director
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, Minnesota 55303

With a copy to: Randall and Goodrich PLC
Attn. William K. Goodrich
2140 Fourth Avenue North
Anoka, Minnesota 55303

Sophia-Ramsey LLC.
Attn. Steve Johnson
1508 Welland Avenue
Minnetonka, Minnesota 55305

With a copy to: Siegel Brill, P.A.
Attn. Anthony J. Gleekel, Esq.
100 Washington Avenue South
Suite 1300
Minneapolis, Minnesota, 55401

Any Owner or an Owner's successor in title may designate a different address or addresses for notices by giving written notice to the other Owners. Notices not sent via certified or registered mail as described above are effective as of the date the Party receiving the notice actually receives the notice.

11. **Covenants Running with the Land.** The Parties intend for the easements, covenants and restrictions herein run with title to the Lots and to inure to the benefit of and be binding upon the Owners of the Lots, and their respective successors in title; provided, however, when ownership of a Lot is transferred, whether by conveyance, operation of law or otherwise, the transferring Owner is automatically relieved from liability for any future obligations first arising under this Agreement after the effective date of the conveyance or other transfer. The

transferring Owner remains liable for any obligations first arising before the effective date of the conveyance or other transfer.

12. **Severability.** If any provision of this Agreement is held invalid, the validity of the remainder of the Agreement shall not be affected thereby.

13. **Failure to Enforce Not a Waiver.** No provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

14. **Estoppel Certificates.** Upon the request of any Owner or a prospective lender, purchaser, tenant or mortgagee of an Owner, an Owner must execute and deliver estoppel certificate stating, to the best of the certifying Owner's knowledge that a) this Agreement is in full force and effect (or describing why this Agreement is not in full force and effect such amendment); b) this Agreement has not been amended (or stating the terms of any alleged amendment); c) the certifying Owner or any other specified Owner is not in default under the Agreement (or list any known defaults).

15. **No Merger.** It is the intent of the Parties that the Easements, covenants and other interests described herein shall not merge into the fee ownership of any of the Lots.

16. **Governing Law.** This Agreement has been entered into in the State of Minnesota and shall be governed by and construed under the laws of the State of Minnesota.

17. **Complete Agreement.** This Agreement represents the full and complete agreement of the Parties with respect to the matters set forth herein.

18. **Section Headings.** The section headings contained in this Agreement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year as set forth above.

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

By: _____
Its Chair

By: _____
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ the Chair, and _____ the Executive Director, of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body under the laws of Minnesota, on behalf of said public body.

Notary Public

SOPHIA-RAMSEY LLC.,
a Minnesota limited liability company

By: _____
Its: _____

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, the _____ of Sophia-Ramsey LLC., a Minnesota limited liability company, on behalf of the company.

Notary Public

This Instrument Drafted By:
Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

CONSENT OF LENDER (BMO Harris Bank N.A.)

BMO Harris Bank N.A., the successor by merger to M&I Marshall & Ilsley Bank (“Lender”) is the owner and holder of that certain Mortgage and Security Agreement and Fixture Financing Statement dated March 8, 2005 and recorded on March 10, 2005 in the Office of the Anoka County Registrar of Titles as Document No. 482071.008 and the owner and holder of that certain Assignment of Rents and Leases dated March 8, 2005 and recorded March 10, 2005 in the Office of the Anoka County Registrar of Titles as Document No. 482071.009 (collectively the “Mortgage and Assignment of Rents and Leases”). Lender hereby consents to Sophia-Ramsey, LLC’s execution and delivery of this Agreement and Declaration of Easements, Covenants and Restrictions for COR TWO (the “Declaration”); consents to the recording of the Declaration in the Office of the Anoka County Registrar of Titles and agrees that all of its right, title and interest in and to the property described in the Mortgage and Assignment of Rents and Leases hereafter is and shall be hereafter subject to the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Lender Consent as of _____, 2012.

LENDER:

BMO HARRIS BANK N.A., the successor by merger to M&I Marshall & Ilsley Bank, a national banking association

By: _____

Name: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2012 by _____, the _____ of BMO Harris Bank N.A., a national banking association on behalf of the association.

Notary Public

EXHIBIT A

Legal Description of the West Access Easement Property

DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT

LEGAL DESCRIPTION

AN INGRESS AND EGRESS EASEMENT OVER AND ACROSS THAT PART OF LOTS 3, 4 AND 5, BLOCK 1, COR TWO, ANOKA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 154.56 FEET; THENCE SOUTHEASTERLY 83.66 FEET, PARALLEL WITH SAID SOUTH LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 21 DEGREES 47 MINUTES 14 SECONDS AND A CHORD THAT BEARS SOUTH 79 DEGREES 18 MINUTES 20 SECONDS EAST; THENCE NORTH 53 DEGREES 55 MINUTES 25 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 05 DEGREES 41 MINUTES 40 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 58.96 FEET; THENCE NORTHERLY 40.39 FEET, PARALLEL WITH SAID EASTERLY LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 515.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 29 MINUTES 43 SECONDS; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 104.81 FEET TO THE NORTH LINE OF SAID LOT 4, THENCE NORTH 89 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE CONTINUING NORTH 89 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, PARALLEL WITH SAID EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 5, A DISTANCE OF 104.81 FEET; THENCE SOUTHERLY 46.52 FEET, PARALLEL WITH SAID WEST LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 485.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 29 MINUTES 43 SECONDS; THENCE SOUTH 05 DEGREES 41 MINUTES 40 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 75.58 FEET; THENCE SOUTH 32 DEGREES 49 MINUTES 06 SECONDS EAST, A DISTANCE OF 27.46 FEET; THENCE SOUTH 64 DEGREES 11 MINUTES 24 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 29.82 FEET; THENCE SOUTHEASTERLY 47.50 FEET, PARALLEL WITH SAID SOUTH LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 07 SECONDS AND A CHORD THAT BEARS SOUTH 71 DEGREES 44 MINUTES 57 SECONDS EAST; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST, A DISTANCE OF 40.60 FEET; THENCE NORTHWESTERLY 65.72 FEET, PARALLEL WITH THE NORTH LINE OF SAID LOT 3 AND ALONG A NON-TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 07 MINUTES 00 SECONDS AND A CHORD THAT BEARS NORTH 72 DEGREES 44 MINUTES 54 SECONDS; THENCE NORTH 64 DEGREES 11 MINUTES 24 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 3 AND TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 78.49 FEET; THENCE WESTERLY 81.71 FEET, PARALLEL WITH SAID SOUTH LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 00 MINUTES 33 SECONDS; THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH SAID NORTH LINE AND TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 154.56 FEET TO THE WEST LINE OF SAID LOT 3, THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 3

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Signature of Scott C. Trosen

SCOTT C. TROSEN Date: 08.06.12 License No. 47465 Revised:

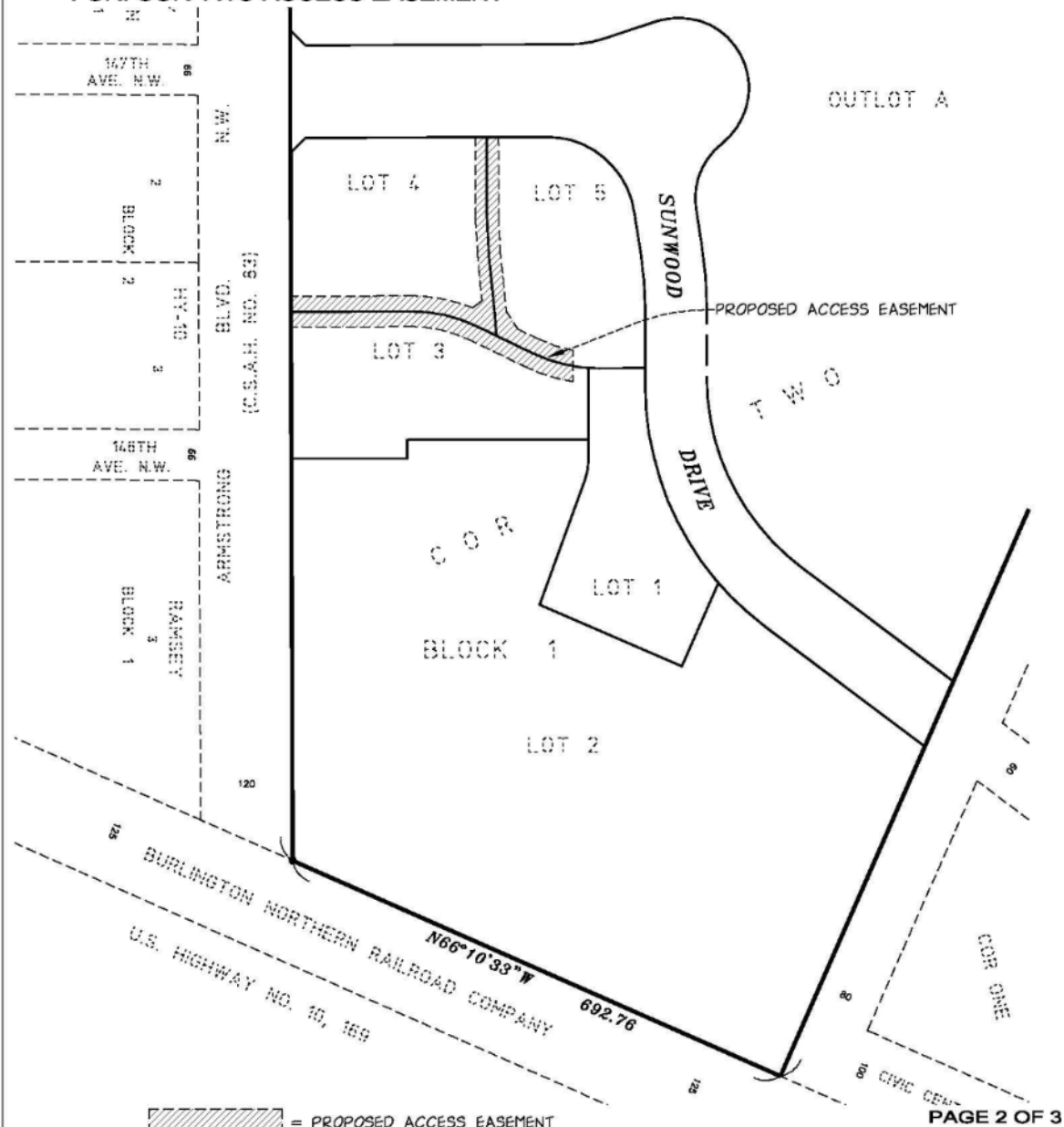



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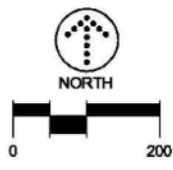
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DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



 = PROPOSED ACCESS EASEMENT



PAGE 2 OF 3

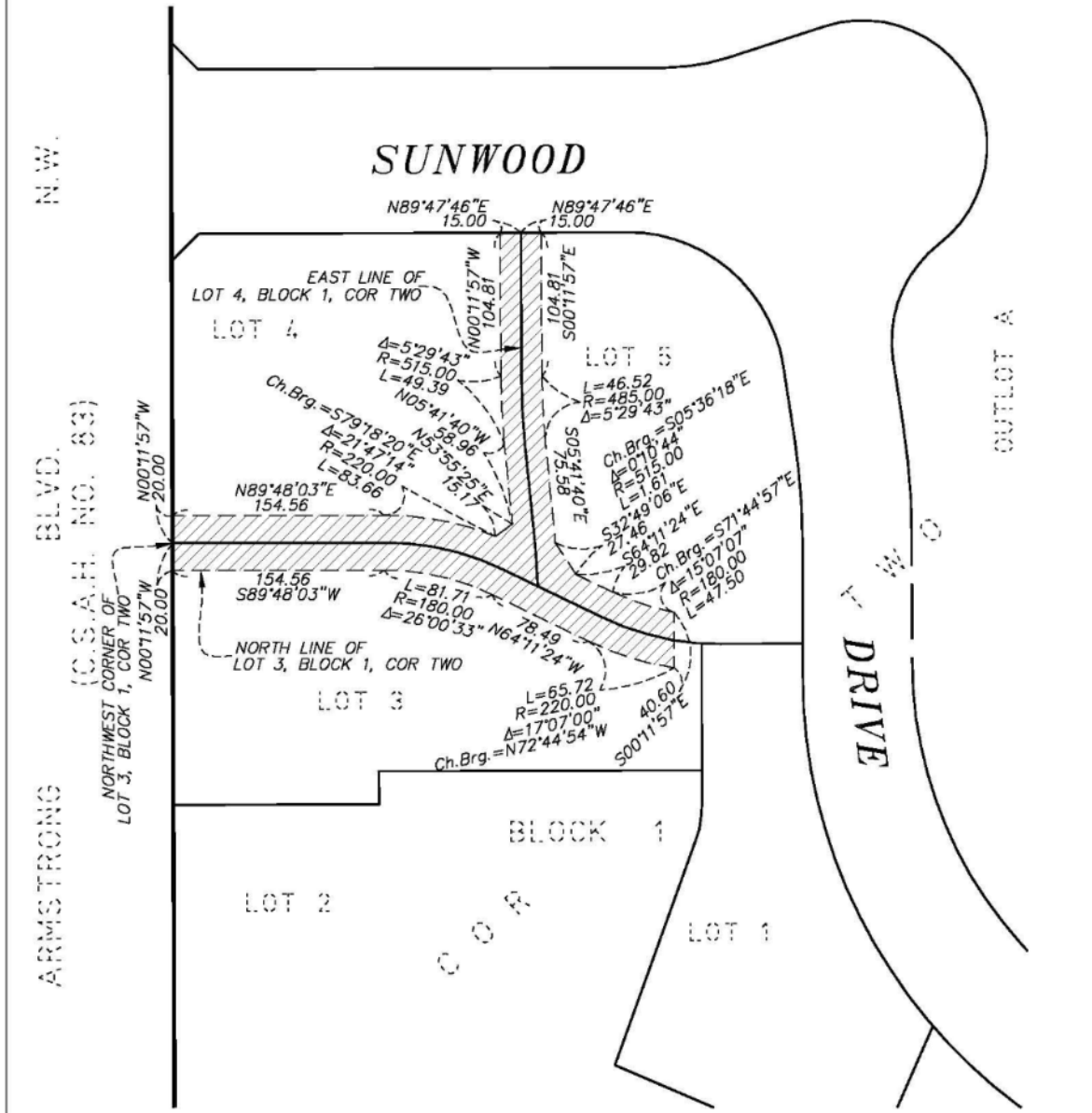
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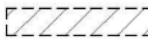
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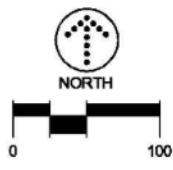
DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



 = PROPOSED ACCESS EASEMENT

PAGE 3 OF 3



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Job No. RAMI2020 Drawing: ease-Access W. By: SCT

EXHIBIT B

Legal Description of the East Access Easement Property

DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT

LEGAL DESCRIPTION

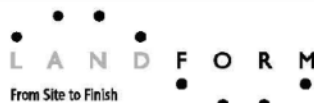
AN INGRESS AND EGRESS EASEMENT OVER AND ACROSS THAT PART OF LOTS 1, 2, 3 AND 5, BLOCK 1, COR TWO, ANOKA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 29.00 FEET; THENCE SOUTH 44 DEGREES 48 MINUTES 03 SECONDS WEST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 71.19 FEET; THENCE SOUTHERLY 35.68 FEET, PARALLEL WITH SAID WESTERLY LINE AND ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 102.00 FEET AND A CENTRAL ANGLE OF 20 DEGREES 02 MINUTES 36 SECONDS; THENCE SOUTH 19 DEGREES 50 MINUTES 39 SECONDS WEST, PARALLEL WITH SAID WEST LINE AND TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 174.53 FEET TO THE SOUTH LINE OF SAID LOT 1, THENCE NORTH 66 DEGREES 37 MINUTES 45 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 20.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 66 DEGREES 37 MINUTES 45 SECONDS WEST, ON THE NORTHWESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 20.04 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 39 SECONDS, PARALLEL WITH SAID WESTERLY LINE OF LOT 1 AND THE EASTERLY LINE OF LOT 2, A DISTANCE OF 172.06 FEET; THENCE NORTHERLY, 21.69 FEET, PARALLEL WITH SAID EASTERLY LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 20 DEGREES 02 MINUTES 36 SECONDS; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE OF SAID LOT 2 AND THE EASTERLY LINE OF SAID LOT 3 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 139.43 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 AND ALONG A NON-TANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 53 MINUTES 26 SECONDS AND A CHORD THAT BEARS 84 DEGREES 45 MINUTES 14 SECONDS EAST; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH THE SAID SOUTH LINE, A DISTANCE OF 59.99 FEET TO THE EASTERLY LINE OF SAID LOT 5, THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Scott C. Trosen

SCOTT C. TROSEN Date: 08.06.12
License No. 47465 Revised:

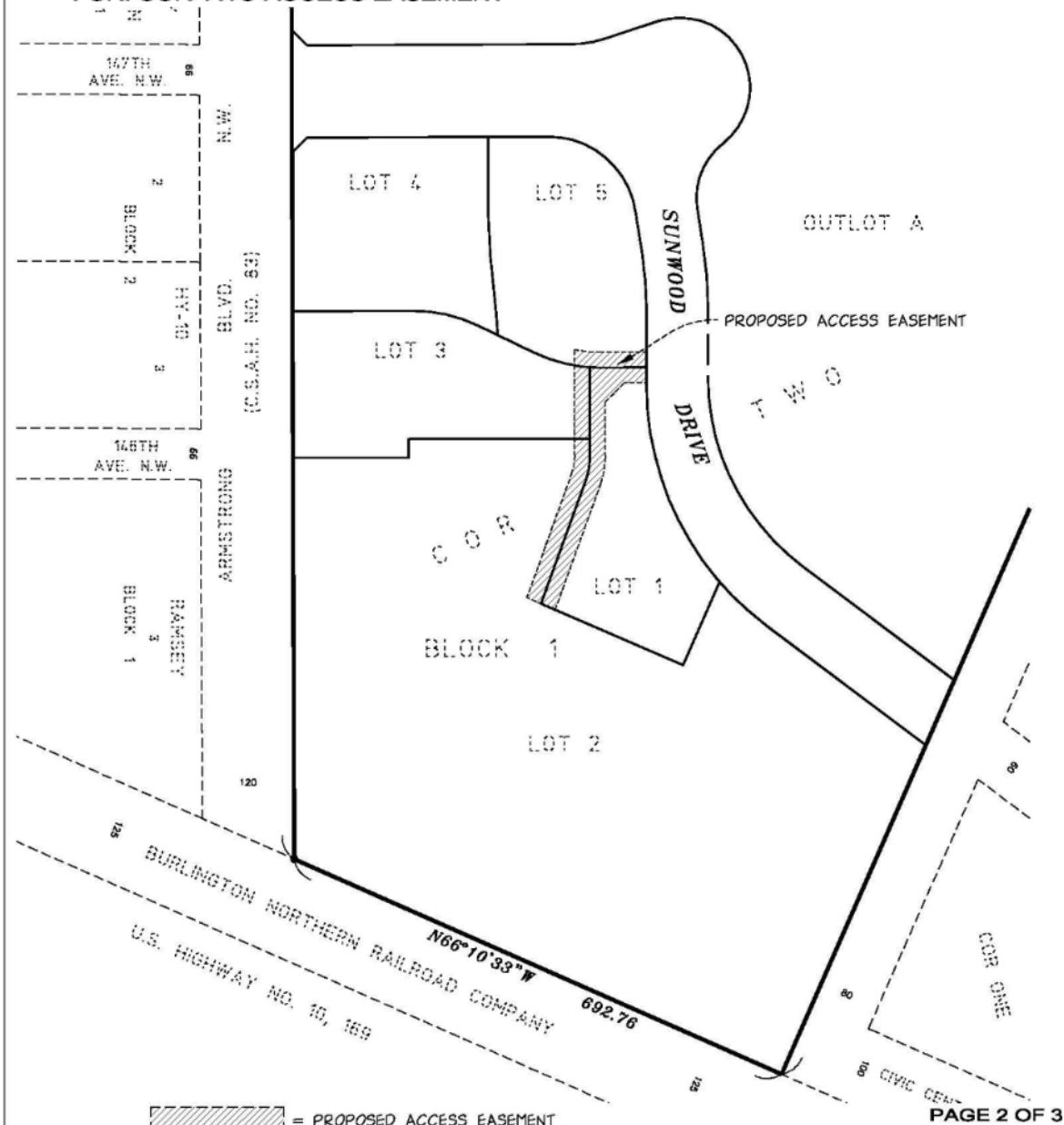



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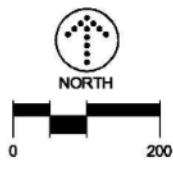
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DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



 = PROPOSED ACCESS EASEMENT



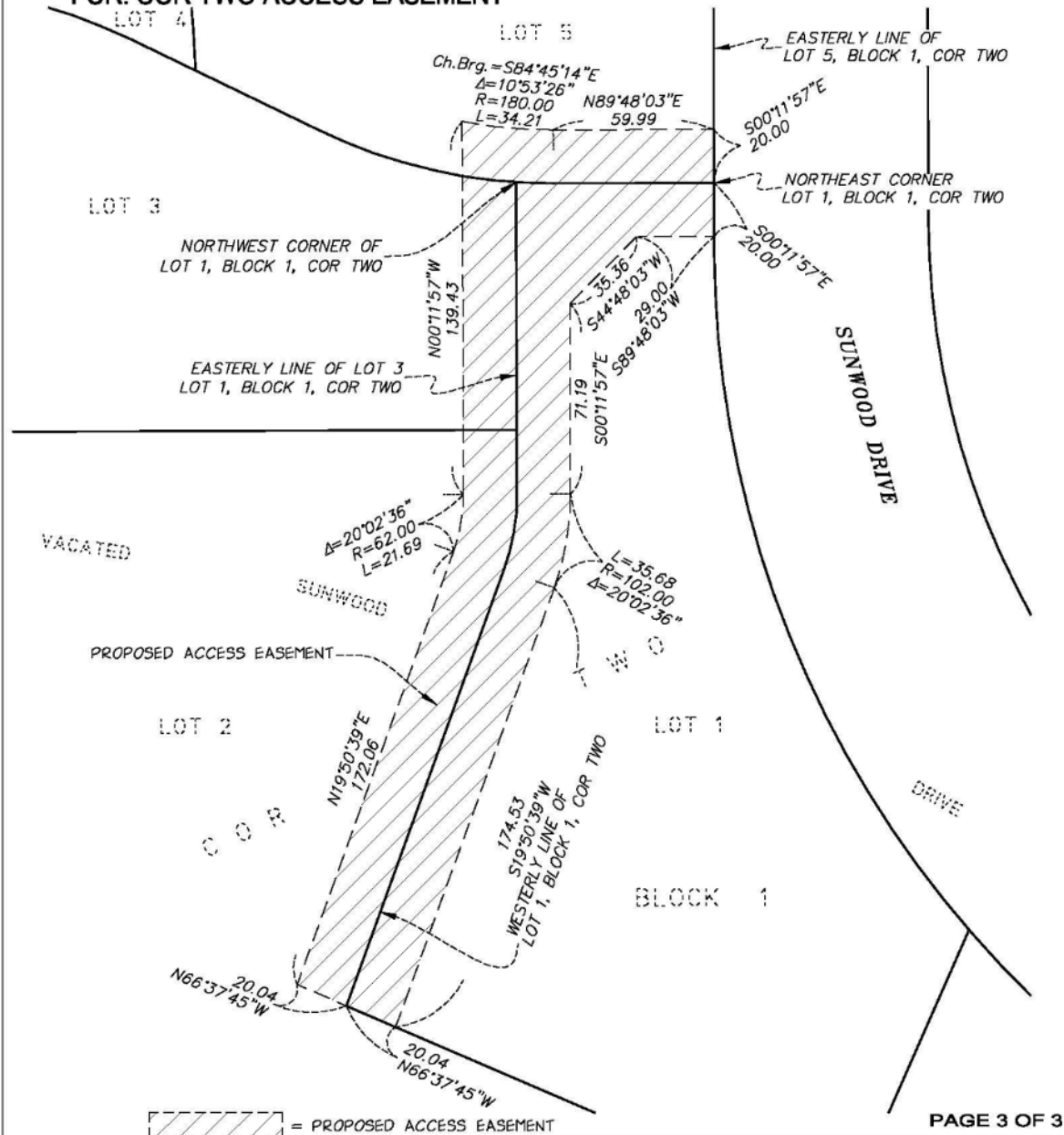
PAGE 2 OF 3

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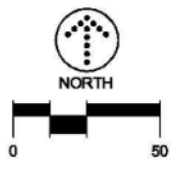
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DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



PAGE 3 OF 3



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Job No. RAMI2020 Drawing: ease-Access E. By: SCT

EXHIBIT C

Legal Description of the Storm Sewer Easement Property

DESCRIPTION SKETCH

FOR: COR TWO PRIVATE UTILITY EASEMENT

LEGAL DESCRIPTION

A PRIVATE UTILITY EASEMENT OVER, UNDER AND ACROSS THAT PART OF LOTS 3 AND 4, BLOCK 1, COR TWO, ANOKA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 181.38 FEET; THENCE SOUTH 57 DEGREES 53 MINUTES 33 SECONDS EAST, A DISTANCE OF 63.82 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 56 SECONDS WEST, A DISTANCE OF 112.94 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 04 SECONDS EAST, A DISTANCE OF 21.03 FEET TO THE WEST LINE OF LOT 5, BLOCK 1, COR TWO; THENCE SOUTHERLY 15.54 FEET ALONG SAID WEST LINE AND A NON-TANGENTIAL CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 46 MINUTES 49 SECONDS AND A CHORD THAT BEARS SOUTH 04 DEGREES 48 MINUTES 15 SECONDS EAST; THENCE SOUTH 05 DEGREES 41 MINUTES 40 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 75.58 FEET; THENCE SOUTHERLY 30.48 FEET ALONG SAID WEST LINE AND ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 3 DEGREES 29 MINUTES 35 SECONDS TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 02 DEGREES 12 MINUTES 05 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 19.94 FEET; THENCE SOUTH 42 DEGREES 06 MINUTES 51 SECONDS EAST, A DISTANCE OF 53.50 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 51.06 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 60.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 15.00 FEET TO SAID SOUTH LINE OF LOT 3, THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 80.00 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 66.16 FEET; THENCE NORTH 42 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 68.47 FEET; THENCE NORTH 57 DEGREES 53 MINUTES 33 SECONDS WEST, A DISTANCE OF 74.76 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 175.59 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 3

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Scott C. Trosen

SCOTT C. TROSEN Date: 08.03.12 License No. 47465 Revised: 09.05.12

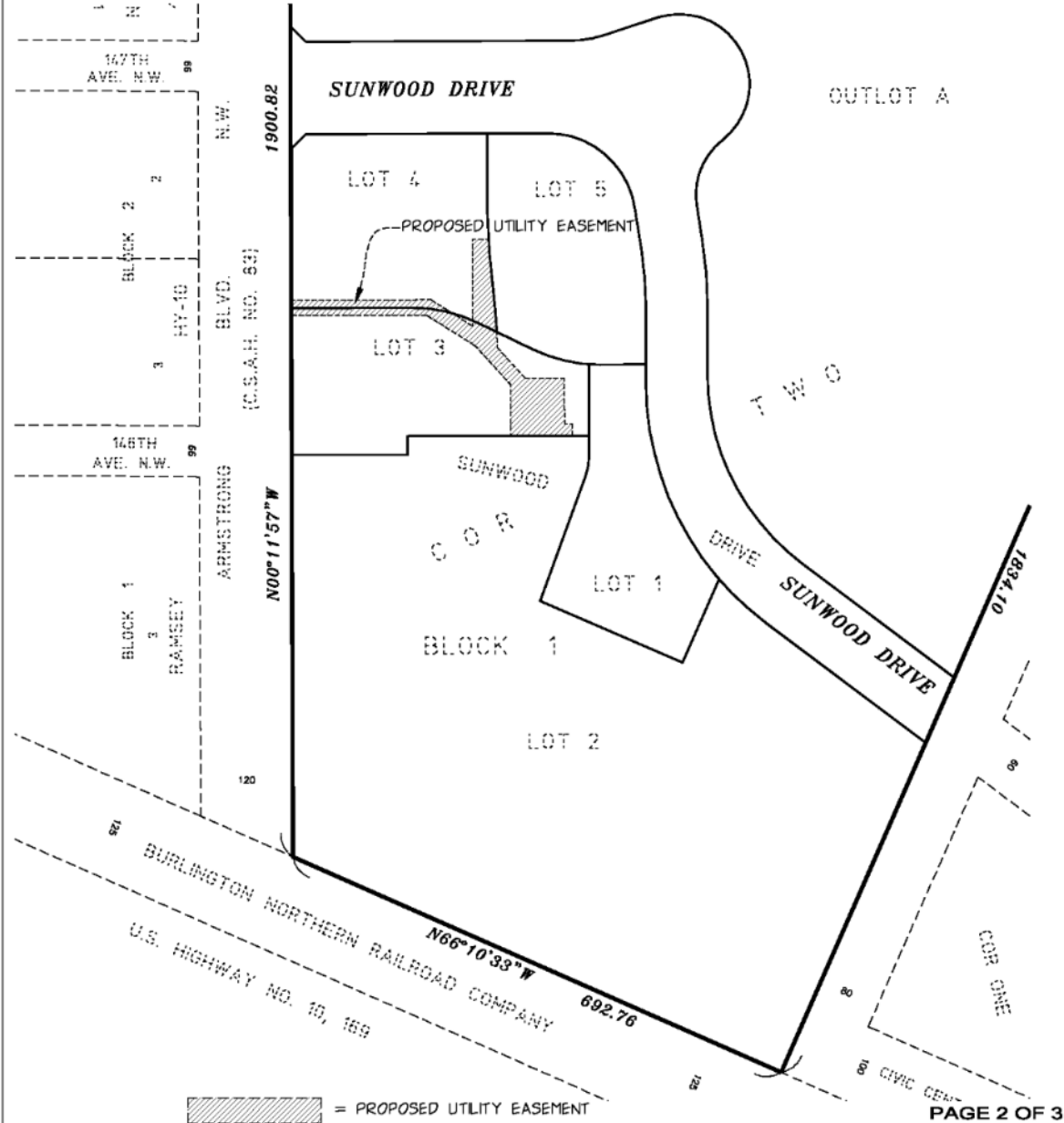


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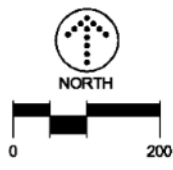
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DESCRIPTION SKETCH

FOR: COR TWO PRIVATE UTILITY EASEMENT



PAGE 2 OF 3



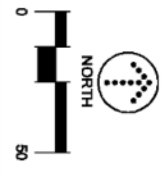
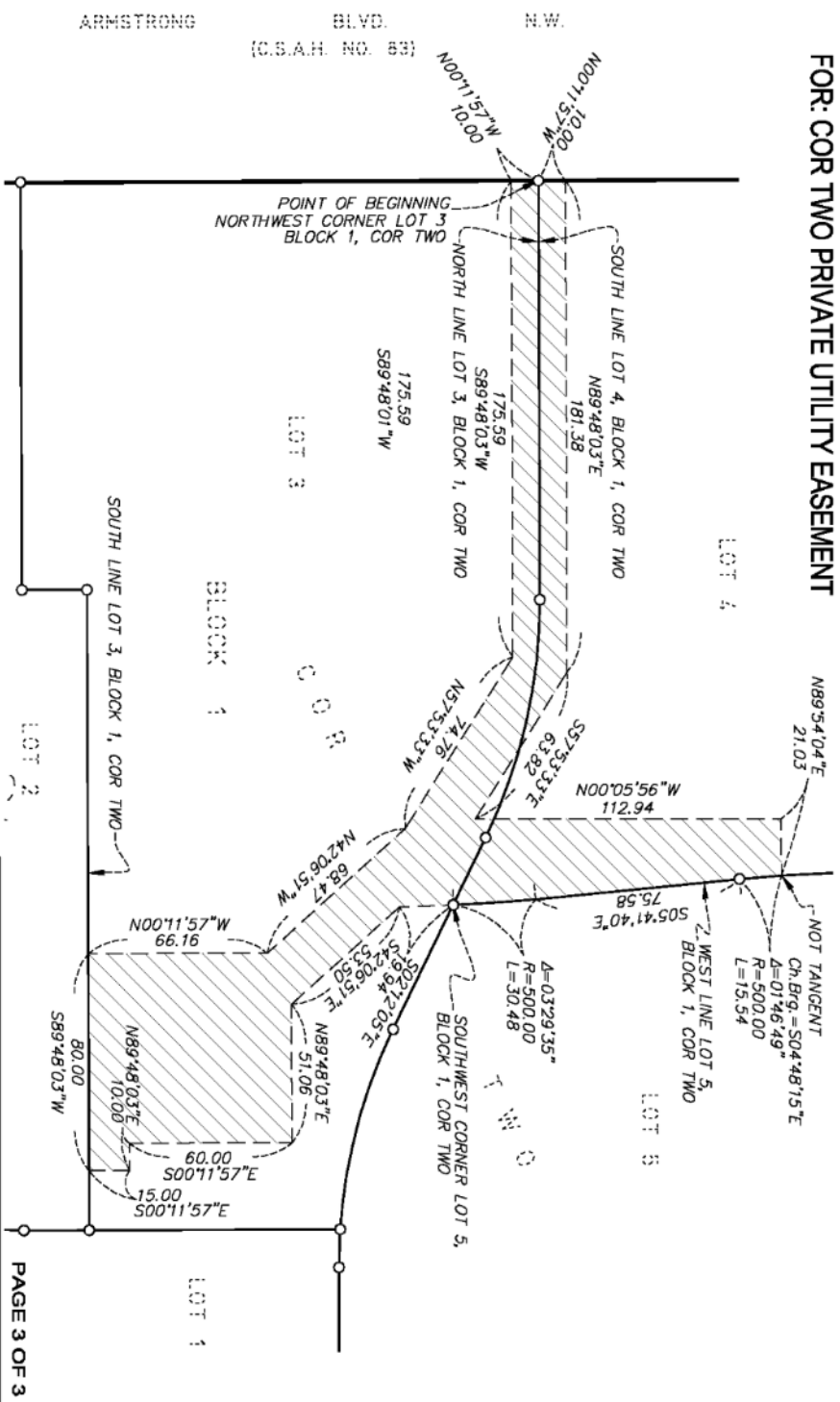
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Job No. RAM12020 Drawing: ease-Priv. Util. By: SCT

DESCRIPTION SKETCH

FOR: COR TWO PRIVATE UTILITY EASEMENT



[Hatched Box] = PROPOSED UTILITY EASEMENT

Job No. RAN12020 Drawing: eases-Priv. Util. By: SCT
 LAND FORM
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 105 South Fifth Avenue
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EXHIBIT D

Legal Description of the Restricted Property

DESCRIPTION SKETCH

FOR: Part of LOT 1, BLOCK 1, COR TWO

LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 1, COR TWO, ANOKA COUNTY, MINNESOTA LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 19 DEGREES 50 MINUTES 39 SECONDS EAST, ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 147.53 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 62 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 180.94 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT LIES 34.99 FEET NORTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT 1, AS MEASURED ALONG SAID EAST LINE, AND SAID LINE THERE TERMINATING.

PAGE 1 OF 3

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.



SCOTT C. TROSEN Date: 08.23.12
License No. 47465 Revised: _____

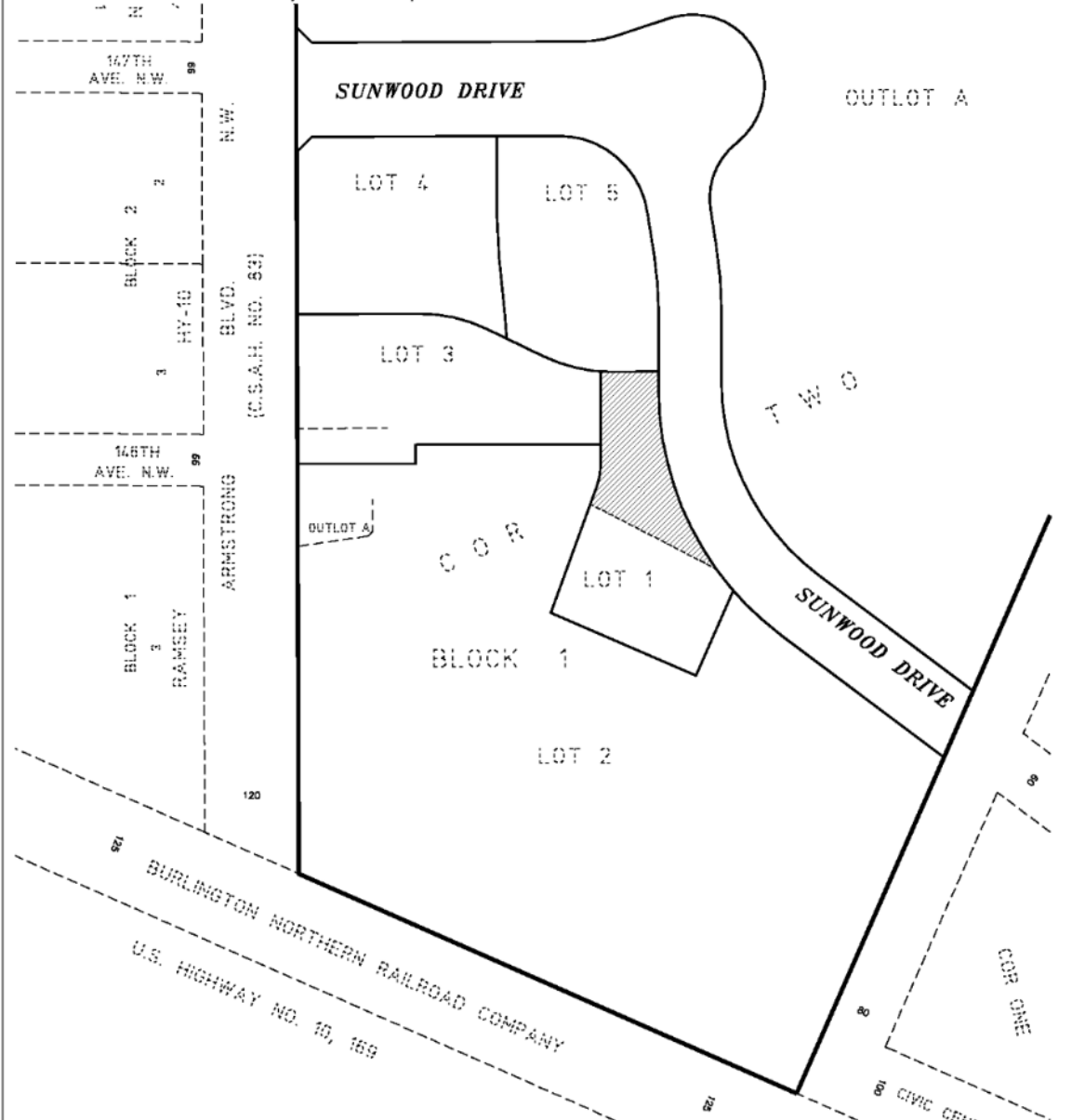


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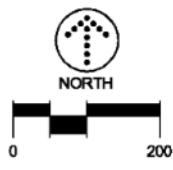
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DESCRIPTION SKETCH


FOR: Part of LOT 1, BLOCK 1, COR TWO



 = DESCRIBED AREA



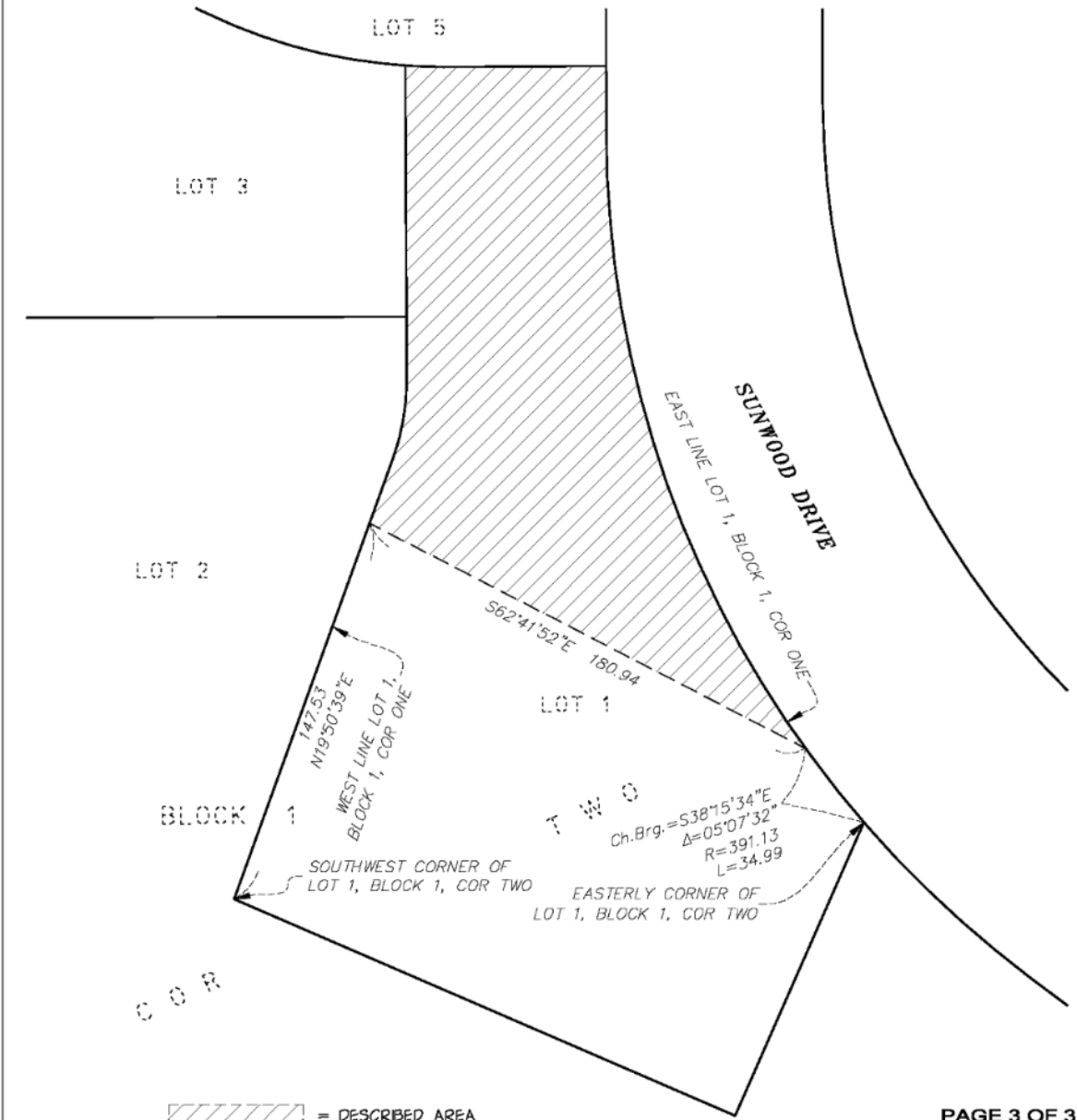
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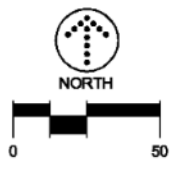
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DESCRIPTION SKETCH


FOR: Part of LOT 1, BLOCK 1, COR TWO



 = DESCRIBED AREA



PAGE 3 OF 3

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	Job No. <u>RAM12020</u> Drawing: <u>sketch-p/o Lot 1</u> By: <u>SCT</u>