

## AGREEMENT RELATING TO THE PLAT OF COR TWO

**THIS AGREEMENT RELATING TO THE PLAT OF COR TWO** (“Agreement”) is made and entered into effective as of October \_\_, 2012 by and between THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a body politic and corporate under the laws of the State of Minnesota (“HRA”), THE CITY OF RAMSEY, MINNESOTA, a body politic and corporate under the laws of the State of Minnesota (“City”), and SOPHIA-RAMSEY LLC, a Minnesota limited liability company (“Sophia-Ramsey”). This Agreement sometimes refers to the HRA, the City and Sophia-Ramsey, individually, as a “Party” and collectively as the “Parties.”

### RECITALS:

A. HRA is the current record fee owner of the real property legally described on the attached Exhibit A (the “HRA Property”);

B. Sophia-Ramsey is the current record fee owner of the real property legally described on the attached Exhibit B (the “Sophia-Ramsey Property”);

C. The City is the current record owner of the real property legally described on the attached Exhibit C (the “City Property” and, collectively with the HRA Property and the Sophia Property, the “Property”);

D. A portion of Sunwood Drive, a public street dedicated on the Plat of RAMSEY TOWN CENTER ADDITION, is located between the HRA Property and the Sophia-Ramsey Property and between the HRA Property and the City Property.

E. To facilitate the relocation of Sunwood Drive, the City is proposing to vacate the portion of the Sunwood Drive right of way, as dedicated on the plat of RAMSEY TOWN CENTER ADDITION that is located westerly of the westerly line of Zeolite Street N.W., as dedicated on the plat of RAMSEY TOWN CENTER ADDITION (the “Vacated Right of Way”) and to replat the HRA Property, the Sophia-Ramsey Property, the City Property and the Vacated Right of Way as Lots 1 through 5, Block 1 and Outlot A, COR TWO, Anoka County, Minnesota and to dedicate a portion of the HRA Property as new right of way for Sunwood Drive. A copy of the preliminary plat of COR TWO, Anoka County, Minnesota is attached as Exhibit D (the “Plat”).

F. Upon the City’s vacation of the Vacated Right of Way, title to a portion of the Vacated Right of Way will accrue to the owner of the HRA Property, title to a portion of the Vacated Right of Way will accrue to the owner of the Sophia-Ramsey Property and title to a portion of the Vacated Right of Way will accrue to the owner of the City Property. A portion of the Vacated Right of Way will be re-dedicated as right of way of Sunwood Drive on the Plat.

G. The City acquired and was holding the City Property as a potential location for signage for other properties located within the interior of TOWN CENTER ADDITION. With the relocation of Sunwood Drive, the City no longer wants to use the City Property for signage and the City Property is too small to be developed as a separate parcel. In addition, the Plat will dedicate a public drainage and utility easement over the City Property. Therefore, after the

vacation of Sunwood Drive and prior to the execution and recording of the Plat, the City will convey the City Property and the portion of vacated Sunwood Drive accrues thereto upon the vacation of the Vacated Right of Way to Sophia-Ramsey to consolidate title to the City Property and the Sophia-Ramsey Property in Sophia-Ramsey.

H. To facilitate the development and use of the HRA Property and the Sophia-Ramsey Property following the relocation of Sunwood Drive, the HRA and Sophia-Ramsey desire to relocate the common boundary between the HRA Property and the Sophia-Ramsey Property. To affect this relocation, the HRA will, subject to and upon the terms and conditions set forth in this Agreement, execute and deliver a quit claim deed to Sophia-Ramsey as provided for in Section 5.1 of this Agreement.

I. In addition, Sophia-Ramsey and the HRA will, immediately following the execution and delivery of deeds as described in Sections 5.1 and 5.2, jointly execute and record an Agreement and Declaration of Covenants, Conditions, Restrictions and Easements for COR TWO in substantially the form attached as Exhibit E (the "Declaration").

J. The parties are executing this Agreement to evidence their agreement regarding the vacation of Sunwood Drive, the recording of the Plat, the exchange of the deeds and the execution of the Declaration.

**NOW THEREFORE**, in consideration of the respective rights and obligations of the HRA, Sophia-Ramsey and the City under this Agreement, the HRA, Sophia-Ramsey and the City hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. No Contest. The HRA, Sophia-Ramsey and the City, as owner of the City Property, agree not to formally or informally oppose, challenge, or contest the City of Ramsey's vacation of the Vacated Right of Way; provided the vacation is contingent upon the execution and recording of the Plat.

3. City Deed. After the City's adoption of an Ordinance vacating the Vacated Right of Way, the City will execute and deliver to Sophia-Ramsey, as partial consideration for Sophia-Ramsey's performance of its obligations under this Agreement, a Uniform Minnesota Conveyancing blank form quit claim deed conveying the City Property to Sophia-Ramsey. In addition, if, at the time of the conveyance, the City Property is subject to any mortgage or other lien, the City will obtain and record documentation reasonably acceptable to Sophia-Ramsey that releases the City Property from mortgages or other liens, if any, recorded against title to the City Property.

4. Execution and Recording of the Plat. After the City Council of the City of Ramsey has adopted an Ordinance vacating the Vacated Right of Way, the City has conveyed the City Property to Sophia-Ramsey and the City council of the City of Ramsey has adopted a resolution granting final approval of the Plat, the HRA present the Plat to Sophia-Ramsey for execution and Sophia-Ramsey, as owner of the Sophia-Ramsey Property and the City Property, will promptly cause its chief manager or another appropriately authorized an officer to execute

and acknowledge the Plat and will promptly obtain and deliver to the HRA fully authorized, executed and acknowledged consents to the Plat from each person or entity holding a mortgage or other lien on the Sophia-Ramsey Property. The consent to the Plat must be in a form acceptable to Anoka County. Promptly after Sophia-Ramsey's, execution of the final Plat and delivery of consents to the final plat by all mortgagees and other lienholders holding a mortgage or other liens on the Sophia-Ramsey Property, the HRA will: (a) cause appropriately authorized officers of the HRA to execute and acknowledge the Plat; obtain authorized, executed and acknowledged consents to the Plat from each person or entity holding a mortgage or other lien on the HRA property; and deliver the approved and executed Plat and the Consents to Commercial Partners Title Insurance Company or to another title insurance company selected by the HRA ("Title") with instructions to record the Plat in the offices of the Anoka County Registrar of Titles. Before or contemporaneous with the submission of the Plat to the Anoka County Registrar of Titles for recording, the HRA, Sophia-Ramsey and the City must each pay (a) all real estate taxes due and payable with respect to their respective parcels in the year in which the Plat is recorded; and (b) all installments of special assessments, if any, that are due and payable with respect to their respective parcels in the year in which the Plat is recorded. The HRA and the City represent and warrant to Sophia-Ramsey and to one another that there are no real estate taxes or installments of special assessments due and payable with respect to the HRA Property or the City Property for 2012 or any prior years. Upon notification from the HRA that the HRA is submitting the Plat to Title for recording, the HRA, Sophia-Ramsey and the City must each, within 48 hours, tender to Title, in certified or wire transferred funds, for payment to Anoka County, an amount sufficient to pay all unpaid real estate taxes, installments of special assessments and, if applicable, interest and penalties, that remain due and payable for the year in which the Plat is submitted for recording with respect to the portion of the Property the Party owns. The HRA is responsible for the payment of and will pay all recording fees due and payable to the County in connection with the recording of the Plat. The City has determined that no fees are due to the City with respect to the re-platting of Lots 1 and 2, COR TWO. The HRA shall pay to the City all fees due to the City with respect to the re-platting of Lots 3, 4 and 5, COR TWO. The HRA may seek to negotiate with purchasers of Lots from the HRA to recover all or a portion of the fees due to the City and all or a portion of the cost of constructing any improvements the HRA constructs or causes to be constructed.

5. Exchange of Deeds.

5.1 HRA Deed. Upon the Parties' performance of their obligations under Section 3 and Section 4 above and contemporaneous with the recording of the Plat and the Parties' performance of their obligations under this Section 5 and Section 6, the HRA will deliver to Title, for recording in the office of the Anoka County Registrar of Titles, an authorized, executed and acknowledged Minnesota Uniform Conveyancing Blank Form Quit Claim Deed conveying Lots 1 and 2, Block 1, COR TWO, Anoka County, Minnesota, as depicted on the preliminary plat attached as Exhibit D, from the HRA to Sophia-Ramsey. In addition, if at the time of the conveyance, the HRA Property is subject to a mortgage or other lien, the HRA will obtain and record documentation reasonably acceptable to Sophia-Ramsey that releases Lots 1 and 2, Block 1, COR TWO, Anoka County, Minnesota, as depicted on the preliminary plat attached as Exhibit D, from any mortgage or other lien against the HRA Property.

5.2 Sophia-Ramsey Deed. Based on the Upon the Parties' performance of their obligations under Section 3 and Section 4 above and contemporaneous with the recording of the Plat and the Parties' performance of their obligations under this Section 5 and Section 6, Sophia-Ramsey will deliver to the HRA (a) an original, authorized, executed and acknowledged Minnesota Uniform Conveyancing Blank Form Quit Claim Deed conveying Lots 3, 4 and 5, Block 1, COR TWO, Anoka County, Minnesota, as depicted on the preliminary plat attached as Exhibit D, from Sophia-Ramsey to the HRA and (b) original, authorized, executed and acknowledged releases that release Lots 3, 4 and 5, Block 1, COR TWO, Anoka County, Minnesota, as depicted on the preliminary plat attached as Exhibit D, from any mortgage or other lien against the Sophia-Ramsey Property. The Plat does not result in any portion of the Sophia-Ramsey Property, the City Property or the Vacated Right of Way that accrues to the Sophia-Ramsey Property or the City Property to be included within the boundaries of Lots 3, 4 and 5, Block 1, COR TWO, Anoka County Minnesota, so the HRA will not record the deed and releases provided for in this Section 5.2 unless the Anoka County Recorder requests that the HRA do so.

6. Declaration. Immediately after the recording of the vacation redirecting the City Deed, the Plat, HRA Deed, the Sophia-Ramsey Deed (if the HRA elects to record the Sophia-Ramsey Deed) and the City Deed, HRA and Sophia-Ramsey will execute and record the Declaration. Each party to the Declaration will obtain a recordable consent and agreement to be subject to and bound by the Declaration from all individuals and entities that have a lien against its Property (each a "Lender Consent"). Each Lender Consents must be in a form that reasonably acceptable to both parties to the Declaration.

7. Miscellaneous.

7.1 Remedies and Enforcement. This Agreement is personal to the Parties and is not intended to run with title to the HRA Property, the City Property or the Sophia-Ramsey Property. In the event of a breach of any term of this Agreement, the non-breaching party shall have the right to exercise any and all remedies afforded under law and at equity.

7.2 Amendment. This Agreement may be modified or amended, in whole or in part, only by the written consent of the parties hereto, evidenced by a document that has been fully executed and acknowledged by the duly authorized representatives of each party hereto.

7.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.4 Severability. If any covenant, condition, provision, or term of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms of this Agreement, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

7.5 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior

representations, negotiations, and understandings are merged into and superseded by this Agreement.

7.6 Governing Law. The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.7 Authority. The parties and each individual signing this Agreement on behalf of the parties, represent and warrant that they are duly authorized to sign on behalf of and to bind such party and that this Agreement is a duly authorized, binding and enforceable obligation of such party.

7.8 Counterpart. Each party may execute a separate copy of this Agreement. This Agreement will be enforceable when each party has executed and acknowledged a copy of this Agreement and each party has delivered an original or copy of the Agreement that the party has signed to the other party.

7.9 Notices. Any notice to be given to any party hereto in connection with this Agreement must be in writing, and delivered to the other parties (i) in person; (ii) by facsimile transmission (with confirmation of transmission available upon request from the non-sending party); (iii) by a nationally recognized overnight delivery service; or (iv) by certified mail, return receipt requested. If notice is given in person or via facsimile transmission, notice is deemed to have been given when personal delivery was received by the party or when the facsimile transmission was transmitted. If notice is given by a nationally recognized overnight delivery service, notice is deemed to have been given the day following delivery to the delivery service of such notice. If notice is given by certified mail, notice is deemed to have been given three (3) days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Notices should be sent to the parties at the following addresses:

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

To RPC:       Sophia-Ramsey LLC  
                  Attn. Steve Johnson  
                  1508 Welland Avenue  
                  Minnetonka, MN 55305

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

A party may change its address for delivery of notices by written notice to the other party.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written 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

*[Signature page 1 of 3 to Agreement Relating to the Plat of COR TWO]*

CITY OF RAMSEY, MINNESOTA,  
a public body under the laws of Minnesota

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ the Mayor, and \_\_\_\_\_ the City Administrator, of the City of Ramsey, Minnesota, a public body under the laws of Minnesota, on behalf of said public body.

\_\_\_\_\_  
Notary Public

*[Signature page 2 of 3 to Agreement Relating to the Plat of COR TWO]*

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 said limited liability company.

\_\_\_\_\_  
Notary Public

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

*[Signature page 3 of 3 to Agreement Relating to the Plat of COR TWO]*

**EXHIBIT A**

**HRA PROPERTY**

Outlots F, G and H, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota.

Torrens Property Torrens Certificate No. 121665

**EXHIBIT B**

**SOPHIA-RAMSEY PROPERTY**

Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3<sup>RD</sup> ADDITION, Anoka County, Minnesota

Torrens Property Torrens Certificate No. 105088

**EXHIBIT C**  
**CITY PROPERTY**

Outlot A, RAMSEY TOWN CENTER 3<sup>RD</sup> ADDITION, Anoka County, Minnesota.

Torrens Property Torrens Certificate No. 105089.

**EXHIBIT D**

**PRELIMINARY PLAT**

**COR TWO**

CITY OF LAWRENCE  
COUNTY OF ANNEKA  
SEC. 28 TWP. 52. N.W. 25

KNOW ALL PERSONS BY THESE PRESENTS, That the City of Lawrence, a Missouri Municipal Corporation, owner of the following described property:

SECTION 2, COUNTY OF LAWRENCE, MISSOURI, ANNEKA COUNTY, MISSOURI.

And that the City of Lawrence, Missouri, and its duly authorized officers, a Missouri Municipal Corporation, owner of the following described property:

SECTION 2, COUNTY OF LAWRENCE, MISSOURI, ANNEKA COUNTY, MISSOURI.

And that Section 2, COUNTY OF LAWRENCE, MISSOURI, ANNEKA COUNTY, MISSOURI.

LET IT AND 2. BE BOUND, LAWRENCE, MISSOURI, ANNEKA COUNTY, MISSOURI.

Have caused the same to be surveyed and platted as COR TWO and its Survey Addition in the year of 2011, and the same and other matters as shown on this plat.

And that the City of Lawrence, a Missouri Municipal Corporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAWRENCE, MISSOURI MUNICIPAL CORPORATION

Mayor \_\_\_\_\_ Adam M. Thieling, City Clerk

SEAL OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Mayor, Mayor and Adam M. Thieling, City Clerk, of the City of Lawrence, a Missouri Municipal Corporation, as a part of its corporate.

Name \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

And that the Mayor, Mayor and Adam M. Thieling, and the Board of Aldermen, a Missouri Municipal Corporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAWRENCE, MISSOURI MUNICIPAL CORPORATION

Mayor \_\_\_\_\_ Adam M. Thieling, City Clerk

SEAL OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, Mayor and \_\_\_\_\_, City Clerk, of the City of Lawrence, Missouri, and its duly authorized officers, a Missouri Municipal Corporation, as a part of its corporate.

Name \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

And that the Mayor, Mayor and Adam M. Thieling, and the Board of Aldermen, a Missouri Municipal Corporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAWRENCE, MISSOURI MUNICIPAL CORPORATION

Mayor \_\_\_\_\_ Adam M. Thieling, City Clerk

SEAL OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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Name \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

And that the Mayor, Mayor and Adam M. Thieling, and the Board of Aldermen, a Missouri Municipal Corporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAWRENCE, MISSOURI MUNICIPAL CORPORATION

Mayor \_\_\_\_\_ Adam M. Thieling, City Clerk

SEAL OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, Mayor and \_\_\_\_\_, City Clerk, of the City of Lawrence, Missouri, and its duly authorized officers, a Missouri Municipal Corporation, as a part of its corporate.

Name \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

And that the Mayor, Mayor and Adam M. Thieling, and the Board of Aldermen, a Missouri Municipal Corporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAWRENCE, MISSOURI MUNICIPAL CORPORATION

Mayor \_\_\_\_\_ Adam M. Thieling, City Clerk

SEAL OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

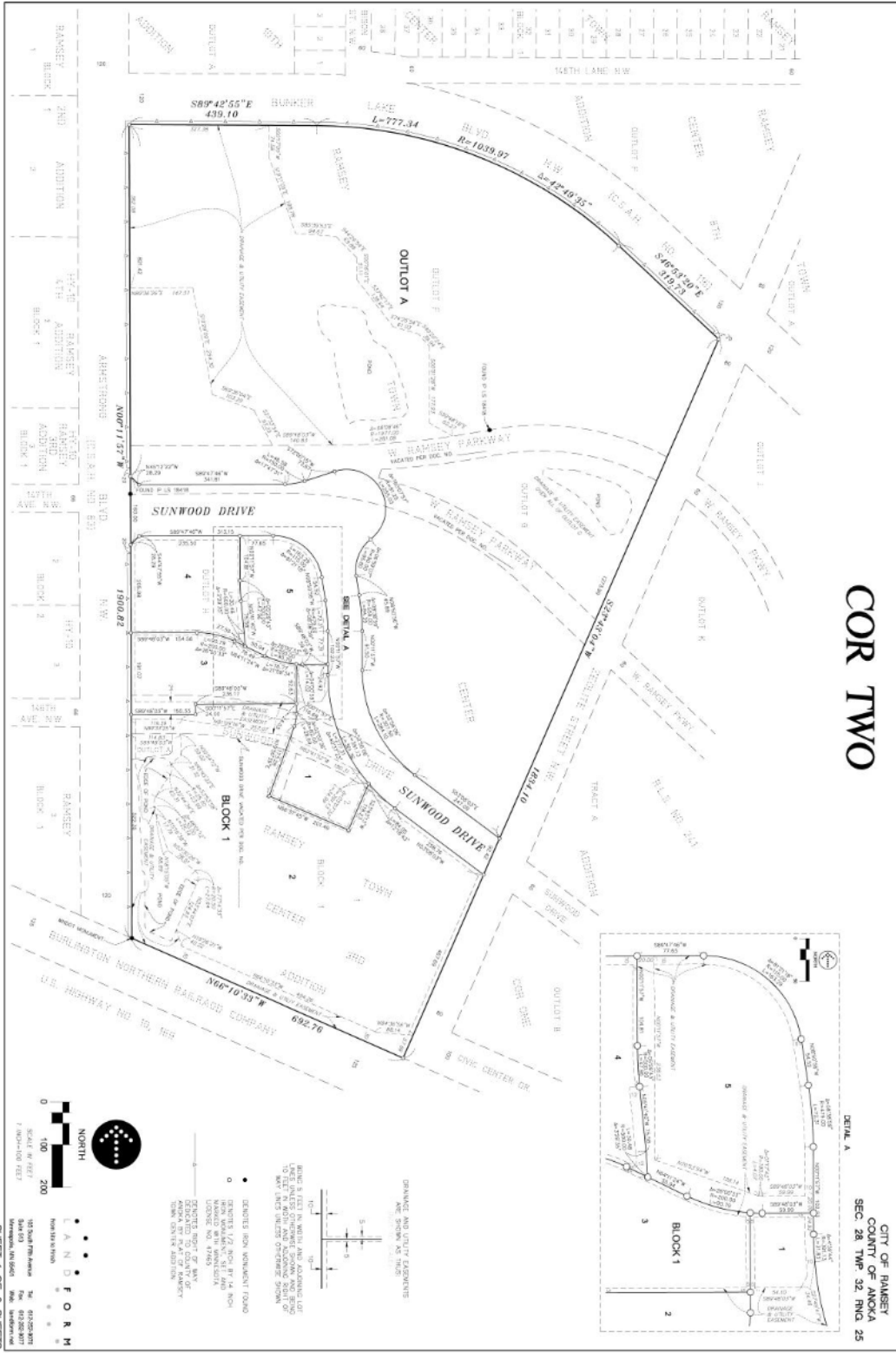
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Name \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

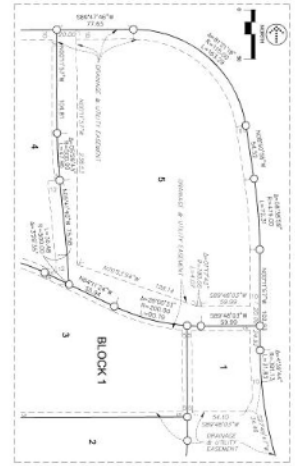
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A N N O U N C E M E N T  
Form 910-11-11  
SHEET 1 OF 2 SHEETS

# COR TWO



- SCHEDULE 'A' FORM
- SCHEDULE 'B' FORM
- SCHEDULE 'C' FORM
- SCHEDULE 'D' FORM
- SCHEDULE 'E' FORM
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DETAIL A  
 CITY OF RAMSEY  
 COUNTY OF ANOKA  
 SEC. 28, TWP. 32, RANG. 25

**EXHIBIT E**

**AGREEMENT AND DECLARATIONS OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR COR TWO**