

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 previously negotiated a Memorandum of Intent, but the Memorandum of Intent was never fully executed or delivered. The Parties acknowledge and agree that the Memorandum of Intent does not constitute a binding agreement and is of no force or effect.

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.

(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. Determination of Membership. The HRA calculated the allocation of membership votes in the Master Association that is set forth on Exhibit F. PSD, LLC and the Affiliated Entities agree to accept that calculation and allocation for, but only for, the purposes of this Agreement and the adoption of the Second Amendment that this Agreement contemplates. If the special meeting contemplated in Section 4(a) is not held or if the special meeting is held but 75% of the Members do not vote in favor of the adoption of the Second

Amendment at the special meeting, neither PSD, LLC nor the Affiliated Entities (i) are estopped from; (ii) shall be deemed to have expressly or impliedly waived their right to; or shall otherwise be prohibited from, challenging the accuracy and validity of HRA's calculation and allocation of the current membership votes in the Master Association. If, however, the special meeting contemplated in Section 4(a) is held and at that special meeting 75% of the Members vote in favor of the adoption of the Second Amendment, PSD, LLC and the Affiliated Entities are deemed to have expressly waived their right to later challenge the accuracy or validity of HRA's calculation and allocation of the current membership votes in the Master Association as set forth on Exhibit F.

Section 9. 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.

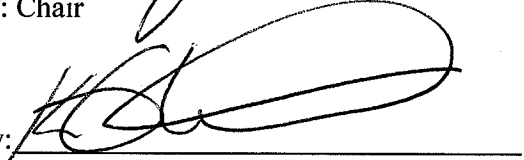
(j) Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Master Declaration.

[SIGNATURE PAGES FOLLOW]

Dated: 5-31-12

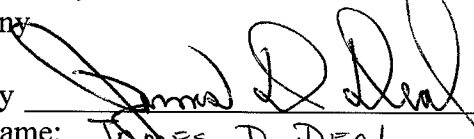
THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, a public body politic and corporate under the laws of the state of Minnesota

By: 
Its: Chair

By: 
Its: Executive Director

Dated: 6-4-12

PSD, LLC, a Minnesota limited liability company

By  _____

Name: JAMES D. DEAL

Its: MANAGER

Signature Page to Agreement

Dated: 6-5-12

ANCHORS AWAY, INC., a Minnesota corporation

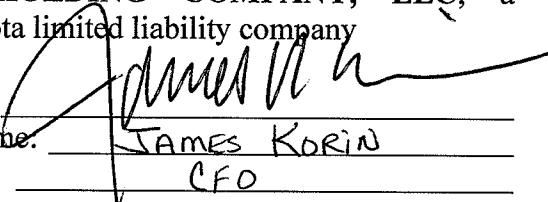
By *Jeffrey P. Deal*
Name: JEFFREY P. DEAL
Its: PRESIDENT

Signature Page to Agreement

S-3

Dated: 6-5-12

NAU HOLDING COMPANY, LLC, a
Minnesota limited liability company

By 
Name: JAMES KORIN
Its: CFO

Dated: 6-4-12

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

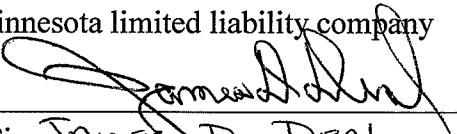
By 
Name: JAMES D. DEAL
Its: MANAGER

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

THIS PARKING EASEMENT AGREEMENT (“Agreement”) is made and entered into effective as of _____, 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”) and RAMSEY PROFESSIONAL CENTER, LLC, a Minnesota limited liability company (“RPC”).

RECITALS:

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

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

C. RPC or one of its predecessors in title formerly owned the portion of the HRA Property legally described on the attached Exhibit C (the “60 Foot Strip”);

D. While RPC or its predecessors owned the 60 Foot Strip, they constructed approximately 54 parking stalls and related improvements to provide access between the RPC Property and Sapphire Street on a portion of the 60 Foot Strip (the “Existing Improvements”);

E. HRA has agreed to grant RPC an easement over the portion of the 60 Foot Strip described on the attached Exhibit D (the “Easement Area”) to use the Existing Improvements located on the Easement Area for vehicle parking and for vehicular ingress to and egress between the RPC Property and Sapphire Street;

F. If RPC constructs additional improvements on the RPC Property and, as a result of such construction, requires additional parking stalls to satisfy the parking requirements of the City of Ramsey’s Ordinances, HRA has agreed, in Section 7.1 below, to amend this Agreement to expand the Easement Area within the 60 Foot Strip and to allow RPC to construct, at RPC’s sole cost and expense of up to 50 additional parking stalls in the expanded Easement Area (the “Expanded Parking Improvements”); provided, the total number of parking stalls in the Easement Area, as expanded, shall not exceed 104 parking stalls; and

G. HRA may, at some time in the future, construct new or additional surface parking or new parking structures on the portion of the HRA Property legally described on the attached Exhibit E (the “Replacement Easement Area”). Any and all new or additional surface parking areas and any new parking structures that the HRA constructs within the Replacement Easement Area are referred to in this Agreement as “New Parking Facilities.” If the HRA elects to construct New Parking Facilities, the HRA may unilaterally terminate this Agreement and the easements granted herein; provided the HRA offers to grant RPC and, if requested by RPC, grants RPC a replacement easement to permit RPC, RPC’s tenants and RPC’s and RPC’s tenants’ employees and invitees the right to use the same number of parking stalls in the New

Parking Facilities that RPC has the right to use in the Easement Area at the time that HRA terminates this Agreement.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, HRA and RPC hereby covenant and agree as follows:

Section 10. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 11. Grant of Parking Easement. Subject to the terms and conditions of this Agreement, including without limitation the termination right of HRA in Section 7.2, and subject to any covenants, conditions, restrictions, easements or other matters of record, HRA grants RPC a non-exclusive, appurtenant easement over the Easement Area to use, maintain, repair and replace and to allow RPC's tenants and RPC's and RPC's tenants' employees, guests and invitees (hereinafter the "Permitted Users") to use the Existing Improvements located in the Easement Area for 54 vehicle parking spaces (the "Parking Easement"). The Parking Easement is appurtenant to the RPC Property. HRA reserves the right, at HRA's sole cost and expense, to reconfigure the 54 parking spaces within the Parking Easement; provided HRA may not, as a part of any such reconfiguration, reduce the number of parking spaces within the Easement Area to less than 54 parking spaces.

Section 12. Grant of Access Easement. Subject to the terms and conditions of this Agreement, including without limitation the termination right of HRA in Section 7.2; subject to the right of HRA to restrict and confine the easement as described below; and subject to any covenants, conditions, restrictions, easements or other matters of record, HRA grants RPC a non-exclusive, appurtenant easement to use and to allow the Permitted Users to use the Easement Area for vehicular ingress and egress between the RPC Property and Sapphire Street and for pedestrian access between the Easement Area and the RPC Property ("Access Easement"). The Access Easement is appurtenant to the RPC Property. HRA reserves the right to record one or more amendments to this Agreement from time to time, without the consent or joinder of RPC, to restrict and confine the Access Easement to a drive lane of not less than 24 feet in width.

Section 13. Conditions of Use. During the term of the Parking Easement and the Access Easement, RPC must, at RPC's sole cost and expense, (a) maintain the Easement Area, as the same may be expanded pursuant to Section 7.1, in a clean and safe condition, including without limitation resurfacing, restriping, cleaning and removing snow from the Existing Improvements and the Expanded Parking Improvements, if any; (b) promptly repair and restore any damage to the Existing Improvements and the Expanded Parking Improvements, if any; (c) replace the Existing Improvements and Expanded Parking Improvements, if any, as reasonably necessary; (d) comply with all laws, regulations, rules, orders, statutes, or ordinances of any governmental entity in effect on or after the date hereof and applicable to the Parking Easement and Access Easement, as the same may be expanded; (e) if any taxes are assessed against the HRA Property due to the Parking Easement or the Access Easement, as the same may be expanded, or RPC's use of the Existing Improvements or the Expanded Parking Improvements, if any, reimburse HRA for any such taxes assessed against the HRA Property; (f) defend and indemnify HRA against any third party allegations and claims arising out of one or more Permitted User's use of

the Existing Improvements, the Access Easement, and the Expanded Parking Improvements, if any, and indemnify HRA from and against any loss, cost, damage, liability, or expense arising out of such third party claims, all as set forth in Section 5. Except for the construction of Expanded Parking Improvements pursuant to Section 7.1, RPC may not construct any new or additional improvements within the Parking Easement or the Access Easement without HRA's prior written consent, which consent HRA may grant or withhold in its sole and absolute discretion.

Section 14. Indemnification. To the extent permitted by law, RPC hereby agrees to indemnify, defend and hold harmless HRA, the City of Ramsey, Minnesota and their respective agents, members, directors, board members, officers, agents, affiliates, mortgagees, and employees (the "Indemnified Parties") from and against any and all losses, costs, damages, expenses, or liabilities (including reasonable attorneys' fees and costs) arising out of any third party demands, claims, or lawsuits including, but not limited to, claims for bodily injury (including death), property damage or economic loss and fines or penalties arising out of one or more Permitted User's use of the Existing Improvements, as the same may be expanded, the Access Easement, as the same may be expanded, and the Expanded Parking Improvements, if any.

Section 15. Insurance. During the term of the Parking Easement and the Access Easement, RPC must name the Indemnified Parties as an additional insured on the policy or policies of liability insurance RPC maintains with respect to the RPC Property and must, upon the HRA's request, provide the HRA with evidence that such insurance is in place and in full force and effect. As between the insurance provided under RPC's policy and any other insurance covering the Indemnified Parties, the insurance provided under RPC's policy shall be primary with respect to any claims asserted against the Indemnified Parties that arise out of the use, maintenance, repair or replacement of the Parking Easement, as the same may be expanded, the Access Easement, as the same may be expanded, the Existing Improvements or the Expanded Parking Improvements, if any, by one or more Permitted Users.

Section 16. Future Development of Improvements.

(a) If RPC elects to construct one or more additional improvements on the RPC Property and as a result of such construction RPC will need additional parking spaces to satisfy the parking requirements of the City of Ramsey's Ordinances, HRA must, upon RPC's written request, join with RPC in executing and recording an amendment to this Agreement that amends Exhibit D of this Agreement to expand the size of the Easement Area within the 60 Foot Strip to accommodate up to an additional 50 parking stalls and access thereto; provided, the total number of stalls in the Easement Area, as expanded, may not exceed 104 parking stalls. RPC agrees to construct, at its sole cost and expense, the Expanded Parking Improvements. HRA may, in its sole and absolute discretion, direct RPC as to the configuration of the Expanded Parking Improvements, and may from time to time reconfigure and re-stripe the parking stalls in the Easement Area; provided, however, HRA cannot reconfigure the parking stalls in a manner that results in fewer parking stalls being available to RPC than were available to RPC before such reconfiguration. If HRA and RPC amend this Agreement to expand the Easement Area, but RPC fails to complete construction of the Expanded Parking Improvements within one (1) year

of the date of the amendment, HRA may thereafter unilaterally amend this Agreement to restore the original Exhibit D and to delete this Section 7.1.

(b) HRA may, at any time and in its sole and absolute discretion, construct New Parking Facilities. If HRA decides to construct New Parking Facilities, HRA may unilaterally execute and record an instrument terminating this Agreement, and a statement in the termination instrument that the termination is made pursuant to this Section 7.2 based on HRA's decision to construct New Parking Facilities shall be prima facie evidence of HRA's decision. HRA must give RPC at least sixty (60) days prior written notice before HRA executes and records an instrument terminating this Agreement and, if RPC so requests, in writing, within sixty (60) days after RPC's receipt of a notice from HRA of HRA's intent to terminate this Agreement, HRA and RPC must execute and record a new agreement confirming the termination of this Agreement and granting RPC (i) a new, non-exclusive, appurtenant parking easement that gives Permitted Users a non-exclusive right to use the same number of parking stalls in the New Parking Facilities that RPC had the right to use under his Agreement at the time of HRA's notice to RPC; (ii) a new, non-exclusive, appurtenant access easement for vehicular ingress and egress between the New Parking Facilities and a public right of way; and a new, non-exclusive, appurtenant easement for pedestrian access between the New Parking Facilities and the RPC Property (collectively, the "Replacement Parking and Access Easement"). HRA may include in the Replacement Parking and Access Easement indemnification and insurance provisions that impose the same indemnity and insurance obligations on RPC as the indemnification and insurance provisions set forth in Sections 5 and 6 of this Agreement. If the New Parking Facilities are not completed and available for use by Permitted Users when the termination of this Agreement is affective, HRA must, at HRA's sole cost and expense, provide temporary parking for Permitted Users at a location within 1,000 feet of the boundary of the RPC property until the New Parking Facilities are completed and available for Permitted Users to use pursuant to the terms of the Replacement Parking and Access Easement. HRA must, at its sole cost and expense, construct and maintain the temporary parking areas which may, at HRA's option, have a gravel surface. If RPC does not notify HRA within sixty (60) days after RPC's receipt of a notice from HRA of HRA's intent to terminate this Agreement that RPC is requesting a Replacement Parking and Access Easement, RPC's right to the Replacement Parking and Access Easement terminates and is of no further force or effect. HRA shall, in its sole and absolute discretion, determine the location of the access to and the configuration of the parking stalls within the New Parking Facilities. The HRA may reconfigure the location of stalls within the New Parking Facilities from time to time; provided, however, HRA may not reconfigure the parking stalls in a manner that results in fewer parking stalls available to RPC than were previously available to RPC before the reconfiguration. HRA is responsible for constructing any New Parking Facilities within the Replacement Easement Area, and RPC is not responsible for paying or reimbursing HRA for any costs associated with the initial construction of the New Parking Facilities. The Replacement Parking and Access Easement will obligate RPC to pay its proportionate share of the costs of all maintenance, repair and replacement of the New Parking Facilities (based on a formula of the number of parking stalls RPC is entitled to use under the terms of the Replacement Parking and Access Easement divided by the total number of parking stalls on or in the New Parking Facilities. RPC may unilaterally release and terminate its rights under the Replacement Parking and Access Easement at any time by recording an instrument releasing and terminating its rights in the Anoka County Land records and providing HRA with a copy of the recorded instrument of release and termination and thereafter RPC shall be relieved

of any its obligation to pay its proportionate share of any costs of maintaining, repairing and replacing the New Parking Facilities that are incurred after the date RPC records such release and termination instrument. The provisions of this Section 7.2 survive HRA's termination of this Agreement pursuant to this Section 7.2.

Section 17. Miscellaneous.

(a) **Binding Effect.** The Parking Easement and the Access Easement shall run with title to the RPC Property, and this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

(b) **No Rights in Public, No Implied Easements.** Nothing in this Agreement may be construed as creating any rights in the general public or as dedicating for public use any portion of any of the HRA Property, including without limitation the Existing Improvements, Access Easement and the Parking Easement.

(c) **Remedies and Enforcement.** 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.

(d) **Amendment.** Except as described in Sections 2 and 3, 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.

(e) **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.

(f) **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.

(g) **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.

(h) **Governing Law.** The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(i) **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.

(j) Recording. Either party may record this Agreement at its sole cost and expense.

(k) 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.

(l) 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: Ramsey Professional Center, LLC
 7533 Sunwood Dr.
 Suite 220
 Ramsey MN 55303
 Attention: MATT KUKER

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 _____, 2011, 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 2 to Parking Easement Agreement]

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

By: _____
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ the Chief Manager of Ramsey Professional Center, LLC, a Minnesota limited liability company, on behalf of said 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 2 of 2 to Parking Easement Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF HRA PROPERTY

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 A, Ramsey Town Center 11th Addition, Anoka County, Minnesota

EXHIBIT B

LEGAL DESCRIPTION OF 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 60 FOOT STRIP

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.

EXHIBIT D

LEGAL DESCRIPTION OF THE EASEMENT AREA

DESCRIPTION SKETCH

FOR: p/o LOT 1, BLOCK 1, RAMSEY TOWN CENTER 11TH ADDITION

LEGAL DESCRIPTION

AN ACCESS AND PARKING EASEMENT OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF 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

SAID EASEMENT LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 322.00 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 60.00 FEET TO THE NORTH LINE OF LAST DESCRIBED EXCEPTION TO SAID LOT 1 AND THERE TERMINATING.

PAGE 1 OF 2

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: 11.14.11
License No. 47465 Revised:

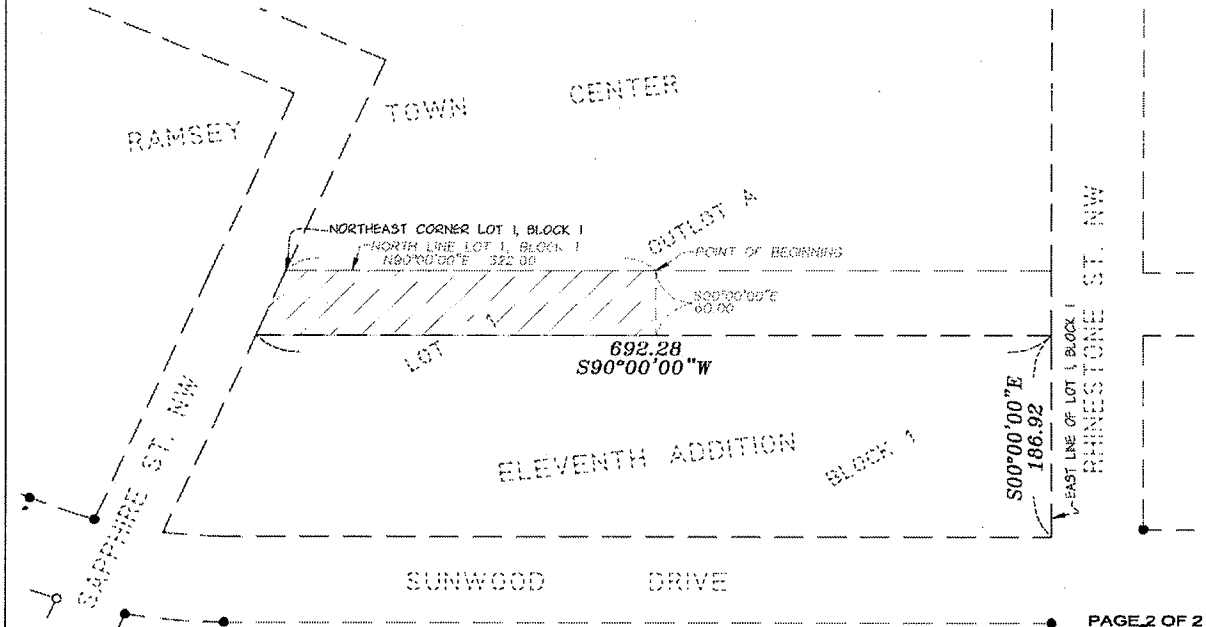
• • • •
L A N D F O R M
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

Job No. RAM001 Drawing: descsketch_COR-P36 SCT

DESCRIPTION SKETCH

FOR: PART OF LOT 1, BLOCK 1, RAMSEY TOWN CENTER 11TH ADDITION



PAGE 2 OF 2

 LANDFORM <small>From Site to Finish</small>	105 South Fifth Avenue Suite 513 Minneapolis, MN 55401 Web: landform.net
	Job No. <u>RAM001</u> Drawing: <u>desksketch_COR-P2B</u> SCT

EXHIBIT E

LEGAL DESCRIPTION OF THE REPLACEMENT EASEMENT AREA

DESCRIPTION SKETCH

FOR: p/o OF L1, B1, AND OUTLOT A, RAMSEY TOWN CENTER 11TH ADDITION

LEGAL DESCRIPTION

AN ACCESS AND PARKING EASEMENT OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF OUTLOT A AND THAT PART OF 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

SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 23 DEGREES 43 MINUTES 04 SECONDS EAST, ASSUMED BEARING, ALONG A WESTERLY LINE OF SAID OUTLOT A; THENCE NORTH 66 DEGREES 16 MINUTES 56 SECONDS WEST, ALONG A WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 36.93 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 339.29 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 210.14 FEET TO THE NORTH LINE OF SAID LOT 1, THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 274.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 60.00 FEET, TO A LINE THAT BEGINS ON THE EAST LINE OF SAID LOT 1, DISTANT 186.92 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST A DISTANCE OF 692.28 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 23 DEGREES 43 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 65.54 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 2

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: 11.14.11
License No. 47465 Revised:



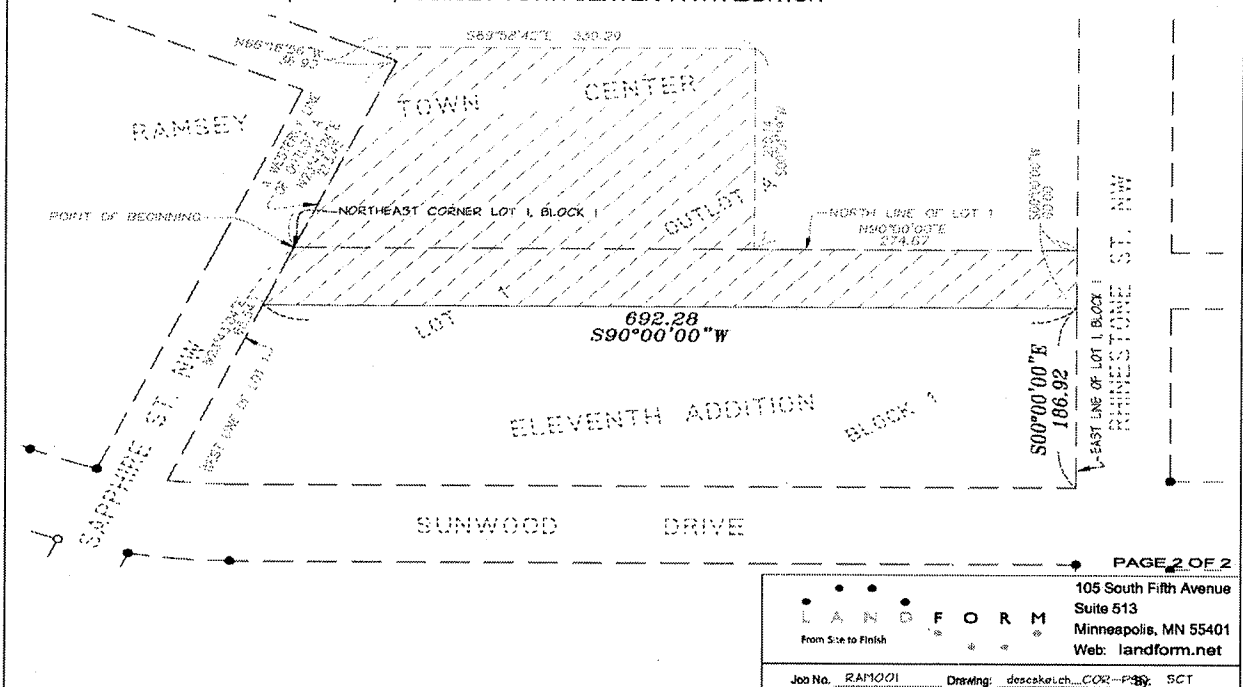
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

Job No. RAM001 Drawing: descsketch_COR--P35 SCT

DESCRIPTION SKETCH

FOR: PART OF LOT 1, BLOCK 1, RAMSEY TOWN CENTER 11TH ADDITION



PAGE 2 OF 2

LANDFORM <small>From Site to Finish</small>	105 South Fifth Avenue Suite 513 Minneapolis, MN 55401 Web: landform.net
	Job No. RAM001 Drawing: descsketch_COX-FB5 SCT

4517963v7

H-15

EXHIBIT H

SECOND AMENDMENT TO MASTER DECLARATION RAMSEY TOWN CENTER

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

Section 24. 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) 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.

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 Benefitted 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 Benefitted Properties, the HRA will, upon the written request of any Affiliated Entity who owns Benefitted 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 Benefitted Properties and inure to the benefit of and are binding upon all owners of the Burdened and Benefitted 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 Benefitted 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 Benefitted Property may amend this Declaration to extinguish the rights of the owners of the Benefitted 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.