

**FIRST AMENDMENT TO
AMENDED AND RESTATED PARKING IMPROVEMENT USE AND MAINTENANCE
AGREEMENT FOR PARKING DISTRICT A**

1. **Recitals.**

1.1 **Recital One.** On or about April 27, 2012 the City of Ramsey, a Minnesota municipal corporation (the "City"), the Economic Development Authority of the City of Ramsey, a Minnesota body politic and corporate under the laws of the state of Minnesota (the "EDA") and 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 (the "HRA") executed an Amended and Restated Parking Improvement Use and Maintenance Agreement for Parking District A (the "Agreement"), which is dated, for reference purposes, as of April 30, 2012, and which was recorded in the office of the Anoka County Recorder and in the office of the Anoka County Registrar of Titles on May 3, 2012, as Document No. 2031856.006 (Abstract) and 508341.011 (Torrens).

1.2 **Recital Two.** Among other things, the Agreement grants the owner of Lot 3, Block 1, COR ONE, Anoka County, Minnesota an exclusive easement to use 275 parking stalls located on the property depicted on Exhibit D-1 of the Agreement (the "Exclusive Easement Area").

1.3 **Recital Three.** Exhibit D-1 to the Agreement is a depiction of the Exclusive Easement Area. Section 3(l) of the Agreement obligates the City to survey the Exclusive Easement Area after the construction of the Ramp A Addition is completed and obligates the City and the owner of Lot 3 to execute an amendment to the Agreement to add the legal description of the Exclusive Easement Area to the Agreement as Exhibit D-2.

1.4 **Recital Four.** The City has completed construction of the Ramp A Addition.

1.5 **Recital Five.** Prior to adding a new Exhibit D-2 to the Agreement to set forth the legal description of the Exclusive Easement Area, the City and F&C Ramsey Apartments, LLC, an Indiana limited liability company ("F&C"), the current owner of Lot 3, Block, COR ONE, Anoka County, Minnesota ("Lot 3"), desire to amend the Agreement to: (a) change the location of a portion of the Exclusive Easement Area; and (b) grant F&C an exclusive easement over certain vestibules that have been constructed as a Part of the Ramp A Addition at the access points between the Ramp A Addition and the improvements F&C is constructing on Lot 3.

1.6 **Recital Six.** The City and F&C are entering into this Agreement in consideration of the mutual benefits each will receive by relocating the Exclusive Easement Area and as required by Section 3(l) of the Agreement.

1.7 **Recital Seven.** The EDA is not a party to this Agreement because the "Ground Lease" and the "Sub-Lease," as defined in the Agreement, have been terminated, and the EDA no longer has any right, title or interest in or two the property

defined in the Agreement as “Parking District A.” The HRA is not a party to this Agreement because it has conveyed its interest in the Lot 3 to F&C, and the HRA no longer has any right, title or interest in or two the property defined in the Agreement as “Parking District A.”

2. **Amendment to Section 4(a).** The first sentence of Section 4(a) of the Agreement is deleted in its entirety and replaced with the following:

The City hereby declares and grants a non-exclusive, appurtenant easement over the portion of District A Parking Parcel and the portion of the District A Parking Improvements that are not located within the boundaries of the Exclusive Easement Area or the Vestibule Easement Area (the “Public Parking Areas”) for the benefit of each Parcel to permit the owner of each Parcel, each owners’ tenants and each owners’ and each owner’s tenants’ employees, customers, agents, guests and invitees to use, on a first-come, first-served basis and in common with members of the public, the number of parking spaces in the Public Parking Areas that the District A Parking Plan allocates to such owner’s Parcel and to use the driveways and pedestrian elevators, stairways, sidewalks and walkways that are a part of the District A Parking Improvements.

3. **New Section 4(c).** The City hereby declares and grants an exclusive, appurtenant easement over the vestibule areas depicted on the attached **Exhibit E** (the “Exclusive Vestibule Areas”) for the benefit of Lot 3. The easement is to permit the owner of Lot 3 and such owner’s tenants and the owner’s and owner’s tenants’ guests and invitees to use the Exclusive Vestibule Areas as an entry way between the improvements F&C is constructing on Lot 3 and the Ramp A Addition and to exclude all others from the use of the Exclusive Vestibule Areas. The City shall construct the demising walls of each vestibule and shall install a door between the Exclusive Parking Area or Public Parking Area, as the case may be, and the interior of each vestibule. F&C, as the owner of Lot 3, must, at its sole cost and expense, maintain, repair and, as necessary, replace the interiors of the vestibules and interior finishes, if any, to the walls, floors and ceilings of the vestibules; any doors between the vestibules and the improvements constructed on Lot 3; any doors constructed between the vestibules and the Exclusive Parking Area or Public Parking Area, as the case may be; and any access control or other security equipment F&C may elect to install on the vestibule doors. F&C must at all times maintain the vestibules and the doors between the interior of each vestibule and the Exclusive Parking Area, the Public Parking Area and the improvements constructed on Lot 3, as the case may be, in compliance with all applicable fire codes and any other applicable federal, state, county or municipal statute, law, ordinance, rule or regulation. The Exclusive Vestibule Areas may not be used for any purpose other than as an entry way between the improvements F&C is constructing on Lot 3 and the Ramp A Addition. For example, the Exclusive Vestibule Areas may not be used for the storage of any personal property.

4. **Amendment to Section 6.** Section 6 is deleted in its entirety and replaced with the following:

The City will maintain, repair and replace the District A Parking Improvements, exclusive of the Exclusive Vestibule Areas, in a manner consistent with other public parking facilities in the greater Minneapolis-St. Paul, Minnesota metropolitan area. The

owner of Lot 3, must, at its sole cost and expense, maintain, repair and, as necessary, replace the vestibules, the interior finishes, if any, to the walls, floors and ceilings of the vestibules; the doors between the vestibules and the Exclusive Parking Area, the Public Parking Area and the improvements constructed on Lot 3; and any access control or other security equipment such owner may elect to install on the vestibule doors.

5. **Exhibit D-1.** **Exhibit D-1** attached to the Agreement is hereby deleted in its entirety and replaced with the **Exhibit D-1** attached hereto.

6. **Exhibit D-2.** **Exhibit D-2** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit D-2** attached hereto.

7. **Defined Terms.** Capitalized terms used in this First Amendment and not otherwise defined herein have the meaning set forth for such terms in the Agreement.

8. **No Further Changes.** Except as expressly modified in this First Amendment, the Agreement remains unmodified and in full force and effect.

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EXHIBIT D-1

Depiction of the Exclusive Easement Areas

EXHIBIT D-2

Legal Description of the Exclusive Easement Areas

Due to variations in elevations across the floors and ceilings of the various levels of the District A Parking Improvements the descriptions below may inadvertently include structural portions of the District A Parking Improvements. It is the intent of the parties that any structural portions of the District A Parking Improvements encompassed within the descriptions set forth on this Exhibit D-2 be excluded from the Exclusive Easement Area and that, on each level of the District A Parking Improvements, the Exclusive Easement Area only include those areas of the District A Parking Improvements which lie above the interior, unfinished surfaces of the floor and below the interior, unfinished surfaces of the ceiling.

EXHIBIT E-1

Depiction of the Exclusive Vestibule Areas

EXHIBIT D-2

Legal Description of the Exclusive Vestibule Areas

Due to variations in elevations across the floors and ceilings of the various levels of the District A Parking Improvements the descriptions below may inadvertently include structural portions of the District A Parking Improvements. It is the intent of the parties that any structural portions of the District A Parking Improvements encompassed within the descriptions set forth on this Exhibit D-2 be excluded from the Exclusive Vestibule Area and that, on each level of the District A Parking Improvements, the Exclusive Vestibule Area only include those areas of the District A Parking Improvements which lie above the interior, unfinished surfaces of the floor, below the interior, unfinished surfaces of the ceiling and within the interior, unfinished surfaces of the vestibules constructed with the Exclusive Vestibule Areas.