

**PURCHASE AGREEMENT
RAMSEY, MINNESOTA**

Dated: June ____, 2013 (the "Effective Date")

1. **PARTIES.** The parties to this Purchase Agreement (this "Agreement") are:
 - a. **The City of Ramsey**, a Minnesota Municipal Corporation Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota, 55303, Attention: Mr. Kurt Ulrich, City Administrator (the "SELLER"); and
 - b. **DGI Holdings, LLC**, a Minnesota limited liability company, 14350 Azurite Street NW, Ramsey, Minnesota 55303 (the "BUYER").

This Agreement sometimes refers to SELLER and BUYER individually as a "Party" and collectively as the "Parties".

2. **OFFER/ACCEPTANCE.** BUYER agrees to purchase and SELLER agrees to sell on the terms of this Agreement an approximate 4.8 acre unimproved tract of land commonly known as 14280 Azurite Street NW, Ramsey, Minnesota, 55303, which tract of land is legally described as Lot 1, Block 1, SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, Anoka County, Minnesota (the "Property")

3. **ACCEPTANCE DATE.** The acceptance date of this Agreement is the date it is signed by the last party signing.

4. **PURCHASE PRICE.** The purchase price for the Property is Four Hundred Ten Thousand and 00/100 Dollars (\$410,000.00) (the "Purchase Price").

5. **EARNEST MONEY.** Concurrently with the execution hereof BUYER shall deposit with SELLER the amount of \$10,000.00 as Earnest Money hereunder ("Earnest Money"). SELLER may commingle the Earnest Money with other funds of SELLER. Earnest Money in the possession of Seller remains the property of BUYER until paid to SELLER pursuant to Section 7 below or until BUYER defaults in the performance of BUYER's obligations under this Agreement and SELLER cancels this Agreement pursuant to the provisions of Section 16 below, in which case SELLER may retain the Earnest Money as liquidated damages. If SELLER defaults in the performance of SELLER's obligations under this Agreement, BUYER may terminate this Agreement pursuant to the provisions of Section 17 below, and SELLER must return the Earnest Money to BUYER.

6. **THE DATE OF CLOSING.** The "Date of Closing" is July 17, 2013, subject to any necessary extensions pursuant to Section 10.

7. **CLOSING.** The Parties will meet at the offices of Registered Abstracters, Inc. (the "Title Company"), 2115 N. Third Avenue, Anoka, MN at 10:00 a.m. on the Date of Closing at which time:

- a. SELLER must:

(i) execute and deliver to BUYER a Minnesota Uniform Conveyancing Blanks Form 10.1.9 Warranty Deed subject only to:

- (a) Building, zoning and subdivision statutes, laws, ordinances and regulations.
- (b) Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any.
- (c) The lien of real estate taxes and special assessments not yet due and payable, if any.
- (d) Covenants, conditions, restrictions and easements of record, which do not effect or limit Buyer's intended use of the Property.
- (e) The covenants, conditions, restrictions and easements described on Exhibit A attached hereto (the Existing Encumbrances).

(ii) execute and deliver to BUYER and BUYER's title insurer, if any, a Minnesota Uniform Conveyancing Form 50.1.3 Affidavit Regarding Business Entity;

(iii) deliver to BUYER the appropriate municipal ordinance and resolutions authorizing SELLER's conveyance of the Property to BUYER and identifying the individual(s) authorized to execute the warranty deed and any other documents required hereunder;

(iv) execute and deliver to BUYER a non-foreign affidavit in recordable form containing such information as is required under IRC Section 1445(b)(2) and any regulations relating thereto;

(v) execute and deliver to the closing agent, with a copy to BUYER, a completed Minnesota Department of Health Well Disclosure Certificate or include on the warranty deed the statement "The SELLER certifies that the SELLER does not know of any wells on the described real property" or the statement "I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate" followed by SELLER's signature;

(vi) execute and deliver to the closing agent, with copies to BUYER, and make arrangements to have the closing agent record or file in the appropriate county land records, the affidavits described in Minnesota Statutes, § 116.48, Subd. 6;

(vii) deliver to BUYER the Bring Down Certificate described in Section 9;

(viii) execute and deliver a Settlement/HUD Closing Statement in form to be prepared by the Title Company;

(ix) provide the Title Company with all information necessary to allow the Title Company to prepare a Certificate of Real Estate Value;

(x) provide evidence of payment of the following: the cost of providing the Title Commitment; the State Deed Tax due upon the execution of the Warranty Deed; any delinquent real estate taxes due and payable with respect to the Property; the penalties and interest due thereon and a pro rata share of any real estate taxes due and payable with respect to the Property in the year in which Closing occurs as set forth in Section 11 and one-half of Title's fee.

b. BUYER must:

(i) tender Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to SELLER via wire transferred funds.

(ii) provide evidence of payment of the premium for BUYER's owner's policy of title insurance, the fees due upon the recording of the deed from SELLER to BUYER, except the State Deed Tax and one-half of Title's fee to conduct and insure the closing of this transaction.

8. **POSSESSION. SELLER** will be deemed to have tendered possession of the Property to BUYER on the actual date of Closing. On or before the actual date of Closing, SELLER will pay for all labor provided and materials delivered to the Property at the request of SELLER. SELLER will not place anything on the Property between the date of this Agreement and the actual date of Closing. If a third party places trash, refuse, debris, waste ("Waste") on the Property between the date of this Agreement and the actual date of Closing, SELLER will use commercially reasonable efforts to remove the Waste, before the Date of Closing. If the Waste cannot be removed before the actual date of Closing, SELLER and BUYER will escrow 125% of the estimated cost of removing the Waste with the Title Company to secure SELLER's obligation to remove the Waste. If a third party places Waste on the Property between the date of this Agreement and the actual date of Closing, the cost of removing the Waste exceeds \$5,000.00, SELLER elects not to incur that cost and BUYER does not agree to waive SELLER's obligations under this Section 8, SELLER may terminate this Agreement by written notice to BUYER pursuant to Section 17 and the Earnest Money shall be returned to Buyer.

9. **EVIDENCE OF TITLE.** Within ten (10) days after the Effective Date, SELLER will provide an abstract of title or other title documents necessary to allow BUYER to obtain a current commitment from the Title Company to issue an ALTA 2006 Owner's Policy of Title Insurance, in the amount of the Property Payment, insuring BUYER's title to the Property (the "Title Commitment"). The Title Commitment will (i) include any easements that are appurtenant to the Property in the description of the land set forth in Schedule A; (ii) state, in Schedule B-1, Title's requirements for deleting the standard exceptions; and (iii) list, in Schedule B-1, any liens to be satisfied at Closing. Seller will also cause Title to deliver to BUYER (i) copies of any documents referenced in the legal description, Schedule B1 or Schedule B2 of the Title Commitment; and (ii) a copy of the vesting deed for the Land (the "Evidence of Title").

10. **EXAMINATION OF TITLE.** Within ten (10) days after BUYER's receipt of the last item of the Evidence of Title or within ten (10) days of BUYER's discovery of a Title Defect, as defined below, that is not reasonably ascertainable from the Evidence of Title, BUYER may give SELLER written notice of the alleged Title Defect, as defined below, and request that SELLER make SELLER's title marketable of record and in fact ("Objections"). The term "Title Defect," as used in this Agreement means a defect in or an encumbrance on SELLER's actual or record title to the Property which render's SELLER's title unmarketable under Minnesota Law. The Permitted Encumbrances may not serve as a basis for an Objection.

If BUYER notifies SELLER of Objections within the time period set forth above, SELLER must use commercially reasonable efforts to make SELLER's actual and record title to the Property marketable, but SELLER has no obligation to commence a law suit or pay money to make SELLER's title marketable.

If SELLER notified BUYER that SELLER does not intend to make SELLER's title marketable or if SELLER notified BUYER that SELLER will attempt to make SELLER's title marketable but is unable to do so within the Cure Period, BUYER may either:

- a. terminate this Agreement pursuant to the procedures set forth in Section 17 below; or
- b. notify SELLER that BUYER waives BUYER's Objection. If waives BUYER's Objection, the Title Defect giving rise to such Objection is deemed a Permitted Encumbrance, and the Parties will fully perform their obligations under this Agreement. The Parties will establish a new Date of Closing by mutual agreement, but if the Parties cannot establish a new Date of Closing by mutual agreement, the Date of Closing will be the date thirty (30) days from the effective date of BUYER's notice to SELLER that BUYER waives BUYER's Objections.

If BUYER does not notify SELLER of BUYER's election to terminate this Agreement pursuant to subsection (a) above or waive BUYER's Objection pursuant to subsection (b) above within ten (10) days of the expiration of the Cure Period, this Agreement will automatically terminate, BUYER will execute and deliver a recordable quit claim deed to the Property or other recordable evidence of the termination of this Agreement to SELLER, and SELLER will simultaneously return or instruct the Earnest Money Agent to return the Earnest Money to BUYER.

11. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The parties agree that because SELLER is a government entity exempt from the payment of real estate taxes, there will be no current or outstanding real estate taxes prior to Closing. Notwithstanding the foregoing, if there are any outstanding real estate taxes or special assessments due and payable on or before closing, SELLER will be responsible for these costs.

12. **REPRESENTATIONS OF SELLER.** SELLER makes the following representations to BUYER:

- a. SELLER represents that SELLER is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code;

b. SELLER represents that SELLER is not a party to any unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property;

c. SELLER represents to the best of SELLER's knowledge, that there is no person claiming any right to possession of all or any portion of the Property;

d. SELLER represents that, to the best of SELLER's actual knowledge, there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending against SELLER or involving any portion of Property, and no third party has threatened SELLER with commencement of any such action, litigation, investigation, condemnation or administrative proceeding;

e. SELLER represents that, to the best of SELLER's actual knowledge, there are no underground or above ground storage tanks of any size or type located on the Property and there are no Hazardous Substances located on the Property, except as may be disclosed in the documents as identified on the attached Exhibit A, (the "Permitted Encumbrances"). The Property is not subject to any liens or claims by government or regulatory agencies or third parties arising from the release or threatened release of Hazardous Substances in, on or about the Property except as may be disclosed in the documents identified on the Permitted Encumbrances Exhibit A+, the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substance" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the: Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response and Liability Act, Minnesota Statutes, §115B.02. The term "hazardous substance" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas);

f. SELLER represents that, to the best of SELLER's actual knowledge, the Property has not been used for the production of methamphetamine; and

g. SELLER represents that, to the best of SELLER's actual knowledge, there are no abandoned individual sewage treatment systems on the Property.

13. **REPRESENTATIONS OF BUYER.** BUYER represents to SELLER that, as of the Effective Date:

a. BUYER is a limited liability company, duly organized pursuant to the laws of the State of Minnesota, and is fully authorized to transact business in the State of Minnesota;

b. The individual signing this Agreement on behalf of BUYER is fully authorized and empowered to sign this Agreement on BUYER's behalf. Upon execution of this Agreement, it will be fully binding upon BUYER.

14. **BUYER'S INSPECTION.** At all times prior to the actual date of Closing, BUYER, any of its employees, agents or contractors have the right, upon reasonable notice to SELLER, to go upon the Property to inspect the Property and to determine the condition of the Property, including specifically the presence or absence of hazardous substances, petroleum products in, on, or about the Property. BUYER agrees to indemnify and defend SELLER from and to hold SELLER harmless against any and all claims, causes of action or expenses, including attorney's fees, relating to or arising from such person's presence on the Property prior to the actual date of Closing unless the result of SELLER's negligence or willful misconduct. BUYER agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to such inspection. BUYER acknowledges that BUYER is purchasing the Property in reliance only on the representations of SELLER set forth in Section 12, BUYER's inspection of the Property and BUYER's judgment regarding the sufficiency of such inspections and the condition of the Property as disclosed thereby. BUYER is not relying on any written or oral representations, warranties or statements that SELLER has made except for the representations set forth in Section 12 of this Agreement. Subject to BUYER's right to terminate this Agreement pursuant to Sections 16, and 17, BUYER is purchasing the Property in "AS IS" condition relying only on the representations set forth in Section 12. See Section 19. for further "AS IS" conditions.

15. **BUYER'S CONTINGENCIES.** BUYER's obligations under this Agreement are contingent on:

- a. the representations set forth in Section 12 being true as of the Date of Closing;
- b. The Title Company's agreement to issue to BUYER, on the actual date of Closing, a 2006 ALTA Form Owner's Policy of Title Insurance subject only to a standard exception for matters that would be disclosed by an accurate survey of the Property and exceptions for Permitted Encumbrances.
- c. BUYER's determination in BUYER's sole discretion, and on or before Closing, that the condition of the Property is acceptable to BUYER.

If one or more of these contingencies is not satisfied as of the Date of Closing, as the same may be extended pursuant to Section 7 above, BUYER may terminate this Agreement pursuant to Section 17. If, as of August 30, 2013 the transaction has not closed and BUYER has not given SELLER a notice of default pursuant to Section 16 of this Agreement, BUYER will be deemed to have exercised these contingencies and terminated this Agreement.

16. **DEFAULT.** If either Party defaults in the performance of any of the Party's obligations under this Agreement, the non-defaulting Party may, after written notice to the defaulting Party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting Party are as follows:

- a. BUYER's Default. If BUYER defaults in the performance of any of BUYER's obligations under this Agreement and BUYER fails to cure the defaults within five (5) business days following written notice from the SELLER, SELLER has the right to:

- (i) terminate this Agreement pursuant to Minnesota Statutes, Section 559.21 and retain Earnest Money.

The remedies set forth in this Section 16(a) are SELLER's sole and exclusive remedies in the event of BUYER's default.

b. SELLER's Default. If SELLER defaults in the performance of any of SELLER's obligations under this Agreement and SELLER fails to cure the defaults within five (5) business days following written notice from BUYER, BUYER may:

- (i) terminate this Agreement pursuant to Section 17 below and receive a refund of the Earnest Money, or

- (ii) initiate a civil action to compel SELLER's specific performance of SELLER's Obligations under this Agreement provided that BUYER commences such action within six (6) months of the date of SELLER's default. SELLER acknowledges and agrees to specific performance as an appropriate remedy for SELLER's default in the performance of SELLER's obligations under this Agreement. In any such action for specific performance, BUYER may also recover BUYER's attorneys fees and costs.

The remedies set forth in this Section 16(b) are BUYER's sole and exclusive remedies in the event of SELLER's default.

17. **TERMINATION OF THIS AGREEMENT.** Sections 15 and 16(b)(i) of this Agreement allow BUYER to terminate this Agreement under certain conditions. Section 16 a.(i) of this Agreement allows SELLER to terminate this Agreement under certain conditions. The following procedures govern the Parties exercise of their termination rights in the event of a termination pursuant to one of those Sections. A termination pursuant to Section 16 a.(i) is governed by Minnesota Statutes and not by the provisions of this Section 17.

- a. A Party intending to terminate this Agreement pursuant to one of the above-referenced Sections (the "Terminating Party") must notify the non-terminating Party (the "Non-Terminating Party"), in writing, of the Terminating Party's intent to terminate this Agreement.

- b. The Terminating Party's notice must recite the Section of this Agreement that authorizes the Terminating Party's termination of this Agreement and must describe the facts and circumstances which the Terminating Party asserts justify termination under the referenced Section.

- c. If the Non-Terminating Party disputes the Terminating Party's right to terminate this Agreement, the Non-Terminating Party must so notify the Terminating Party, in writing, within three (3) business days of the Non-Terminating Party's receipt of the Terminating Party's notice of termination.

- d. If the Non-Terminating Party does not dispute the Terminating Party's right to terminate the Agreement, the Parties must execute an instrument evidencing the Termination of this Agreement.

e. If the Parties dispute the validity of an attempted termination of this Agreement, either Party may initiate a civil action in a court of competent jurisdiction to determine the status of this Agreement, and the Party that prevails in any such action is entitled to recover the costs and reasonable attorneys' fees which such Party incurs in the action from the non-prevailing Party.

18. **COVENANTS.**

a. Covenants of SELLER.

(i) On or before the actual date of Closing, SELLER must satisfy, of record, or have the Property released, of record, from any voluntary or involuntary liens encumbering the Property.

(ii) On or before the actual date of Closing, SELLER must pay for all labor or materials furnished to the Property at the request of SELLER or on SELLER's behalf between the Effective Date and the actual date of Closing.

(iii) Between the Effective Date and the actual date of Closing, SELLER will fully perform each of SELLER's obligations under and will observe any restriction imposed by any easement agreement, covenant, condition or restriction affecting or relating to the Property.

(iv) Between the Effective Date and the actual date of Closing, SELLER will not, without BUYER's prior written consent, grant, enter in to or agree to enter in to any lease, easement, covenant or restriction affecting the Property.

(v) If BUYER has engaged a real estate agent in connection with this transaction, BUYER must pay BUYER's Agent any commission or fee due to BUYER's Agent in connection with this transaction.

19. **AS-IS:** BUYER acknowledges that except for any obligations or express warranties and representations contained in this Agreement or any instrument, document or agreement to be delivered to BUYER at Closing, BUYER is not relying on any written, oral, implied or other representations, statement or warranties by SELLER or any agent of SELLER or any real estate broker or salesman. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Except as expressly set forth herein, SELLER will have no liability to BUYER, and BUYER hereby releases SELLER from any liability (including, but not limited to, contractual and/or statutory actions for contribution or indemnity), for, concerning or regarding (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. Except as otherwise provided herein, BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS, WHETHER IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (I) THE CONDITION, SUITABILITY, HABITABILITY,

MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR BUYER'S PLANNED USE OF THE PROPERTY; (ii) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES (PUBLIC OR PRIVATE); AND (iii) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE IN, ON, OR ABOUT THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS". THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE CLOSING HEREUNDER.

20. **SELLER CONTINGENCY.** SELLER is a Municipal Corporation and Charter City under the laws of the State of Minnesota. A requirement of SELLER City's Charter is the adoption of a Sale Ordinance permitting SELLER to sell the Property. The Sale Ordinance for the Property will not be effective until May 13, 2013. Therefore in the event the Sale Ordinance is not effective by May 13, 2013 this Agreement will be null and void and the Earnest Money shall be refunded to BUYER.

21. **MISCELLANEOUS.**

- a. **Time of Essence.** Time is of the essence for all provisions of this Agreement.
- b. **Survival of Terms.** The Parties' obligations under this Agreement and the representations and warranties which the Parties have recited in this Agreement will survive SELLER's delivery of a deed to BUYER and the closing of this transaction.
- c. **Notices.** All notices provided for in this Agreement must be in writing. The notice will be effective as of the date two (2) days after the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, return receipt requested, at the address set forth in Section 1 above. If Party delivers a notice provided for in this Agreement in a different manner than described in the preceding sentence, notice will be effective as of the date the other party actually receives the notice. The Party sending the notice must also mail a copy of the notice to the Parties' respective attorneys via certified mail, return receipt requested at the addresses set forth below:

Attorney for SELLER: William K. Goodrich
Randall, Goodrich & Haag, P.L.C.
2140 Fourth Avenue North
Anoka, MN 55303
Telephone No: (763) 421-5424
E-mail: bgood@anokalaw.com

BUYER: DGI Holdings, LLC
Attn: David L. Milne
President
14350 Azurite Street NW
Ramsey, MN 55303
Telephone: (763)

- d. **Full Agreement.** The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written; and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.
- e. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws control its interpretation.
- f. **Counterparts, Electronic Copies as Originals and Delivery.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one in the same instrument. The parties agree that an executed copy of this Agreement that is delivered by electronic means including, but not limited to, facsimile or e-mail is effective and binding to the same extent as personal delivery of an original by the party to be bound.
- g. **Partial Invalidity.** If any part of this Agreement or any part or any provision thereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.
- h. **Headings.** The headings of the paragraph and subparagraphs of this Agreement are for convenience and reference only, and do not form a part hereof and in no way interpret or construe such paragraphs and subparagraphs.
- i. **Words Interchangeable.** Words of pronoun shall be interchangeable with respect to gender and singular or plural as the context of application requires. If two or more parties are referred to collectively under designation, the liability of each shall be joint and several.
- j. **Execute Necessary Documents.** Each of the parties shall execute any and all instructions, releases, assignments and consents which may be reasonably required in order to carry out the provisions of this Agreement.
- k. **No Agency.** Nothing herein shall be construed in such a manner so as to constitute one party to be an agent or representative of the other and neither shall hold itself out as such.
- l. **No Actions on Behalf of Other.** Neither party shall make any warranty or representation, or incur any obligation, liability or indebtedness on behalf of the other.
- m. **Waiting Required.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any

effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

- n. **Exhibits.** Incorporated into this Agreement by reference, as described above, is Exhibit A (Existing Encumbrances).

BUYER:

DGI HOLDINGS, LLC.

Dated: _____, 2013

By: _____

Its: President

SELLER:

CITY OF RAMSEY

Dated: _____, 2013

By: _____

Its: Mayor

By: _____

Its: City Administrator

EXHIBIT A
EXISTING ENCUMBRANCES

1. Subject to drainage and utility easements as shown on the plat, SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, filed as Document No. 493539.001 on November 28, 2007.
2. Subject to County of Anoka the Right of Access onto County State Aid Highway No. 116 as shown on the plat, SUNFISH LAKE BUSINESS PARK FOURTH ADDITION, filed as Document No. 493539.001 on November 28, 2007.
3. Subject to drainage and utility easements as shown on the plat, SUNFISH LAKE BUSINESS PARK SECOND ADDITION, as filed as Document No. 484366.001 on September 7, 2005.
4. Subject to County of Anoka the Right of Access onto County Road No. 116 as shown on the plat, SUNFISH LAKE BUSINESS DISTRICT SECOND ADDITION, filed as Document No. 484366.001 on September 7, 2005.
5. Subject to drainage and utility easements as shown on the plat, SUNFISH LAKE BUSINESS PARK, filed as Document No. 408857 on October 9, 2007.
6. Subject to County of Anoka the Right of Access onto County Road No. 116 and County Road No. 57 as shown on the plat, SUNFISH LAKE BUSINESS PARK, filed as Document No. 408857 on October 9, 2007.
7. Terms and conditions of Easement Agreement dated October 15, 1997, filed May 11, 1998, as Document No. 308554.
8. Rights of others and easements reserved in Declaration of Restrictions and Covenants Agreement dated October 15, 1997, filed March 11, 1998, as Document No. 308555.
9. Terms and conditions of Landfill Cleanup Agreement dated October 15, 1997, filed March 11, 1998, as Document No. 308557.
10. Terms and conditions of Reciprocal Easement Agreement dated December 4, 2007, filed December 5, 2007, as Document No. 493598.004.
11. City of Ramsey Ordinance #03-46 dated December 27, 2007, filed January 4, 2008, as Document No. 493858.010, which ordinance vacates part of property described on certificate for drainage and utility purposes.