

October 23, 2013

**VIA U.S. MAIL**

City of Ramsey, Planning Division  
Attn: Tim Gladhill – Development Services Manager  
7550 Sunwood Drive NW  
Ramsey, Minnesota 55303

Re: **Request for Termination of Development Contract  
Ramsey Town Center 3rd Addition**  
Our File No. 26353-000

Dear Mr. Gladhill:

We represent Sophia-Ramsey LLC, the owner of Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, Anoka County, Minnesota, according to the recorded plat thereof.

This letter is being sent to request one of the following:

1. A letter certifying that all of Sophia-Ramsey LLC's obligations have been satisfied under the "City of Ramsey Development Contract for Ramsey Town Center 3rd Addition", dated December 22, 2004, filed in the Office of the Registrar of Titles for Anoka County, Minnesota on February 23, 1995 as Document No. 481898.008, as assigned from Ramdance LLC to Sophia-Ramsey LLC by the "Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition", dated March 8, 2005, filed in the Office of the Registrar of Titles for Anoka County, Minnesota on March 10, 2005 as Document No. 482071.006 (collectively, the "Development Contract")

AND

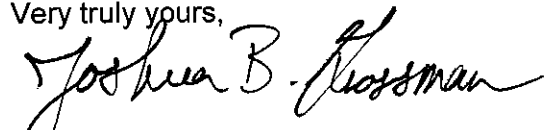
A Termination of the Development Contract; or

2. If Sophia-Ramsey LLC has ongoing obligations under the Development Contract, a letter from the City of Ramsey certifying that Sophia-Ramsey LLC (i) is not in default under the Development Contract and (ii) has no currently outstanding obligations under the Development Contract.

If Sophia-Ramsey LLC is currently in default under the Development Contract, or if there are any outstanding obligations under the Development Contract, please inform me of the existence and nature of any such defaults or obligations as soon as possible.

A copy of the Development Contract is enclosed. Thank you for your attention to this matter.  
Please contact me with any questions or concerns.

Very truly yours,

A handwritten signature in black ink that reads "Joshua B. Grossman". The signature is written in a cursive style with a large, stylized initial "J".

Joshua B. Grossman

(612) 337-6134 | Direct  
joshgrossman@siegelbrill.com

Enclosures



Execution Version

481898.008

**CITY OF RAMSEY  
DEVELOPMENT CONTRACT  
FOR RAMSEY TOWN CENTER 3rd ADDITION**

THIS DEVELOPMENT CONTRACT ("Development Contract") for Ramsey Town Center 3<sup>rd</sup> Addition (the "Development Contract") is dated this 22<sup>nd</sup> day of December, 2004, by and between the CITY OF RAMSEY, a Minnesota municipal corporation (the "City") and RAMDANCE, LLC, a Minnesota limited liability company (the "Secondary Developer").

RECITALS:

A. This Contract shall act as the Development Permit pursuant to Section 9.03.08 (Site Plan Review) and the Development Agreement pursuant to Section 9.50 (Subdivision) of the Ramsey City Code. The City combined the Development Permit and the Development Agreement into this Development Contract.

B. The Secondary Developer will be the fee owner of property located in the City of Ramsey, County of Anoka, State of Minnesota, legally described as Outlot I, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota (the "Subject Property").

C. The Subject Property is proposed to be further subdivided and developed as Ramsey Town Center 3<sup>rd</sup> Addition (the "Plat") and to be legally described as Lots 1-2, Block 1 and Outlot A, Ramsey Town Center 3<sup>rd</sup> Addition.

D. By execution of this Development Contract, Secondary Developer acknowledges that the Subject Property and its development contemplated by the Plat are subject to the terms and conditions of that certain document entitled:

"CITY OF RAMSEY  
MASTER DEVELOPMENT AGREEMENT  
FOR RAMSEY TOWN CENTER  
By and Between  
CITY OF RAMSEY  
And  
RAMSEY TOWN CENTER LLC  
Dated September 17, 2003"

(the "Master Development Agreement"). Ramsey Town Center LLC, a Minnesota limited

*to:* Commercial Partners Title, LLC  
100 South Sixth Street  
Suite 1300  
Minneapolis, MN 55402

Ramsey Town Center 3rd Addition  
Development Contract  
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liability company is defined as the "Developer" under the Master Development Agreement and defined as the "Master Developer" under this Development Contract.

E. Secondary Developer, City and the Master Developer are negotiating an Allocation Agreement that will allocate certain rights and obligations under the Master Development Agreement ("Allocation Agreement").

F. City has given final approval of the Plat on October 12, 2004 subject to compliance by Secondary Developer with certain City requirements including, but not limited to, matters set forth in this Development Contract and the Allocation Agreement, and applicable provisions of City Code.

G. City has given final approval of the site plan for the development of the proposed Lot 1 contained in the Final Plans (as defined below) on October 12, 2004 for the grocery building, corner retail building and gateway building, and anticipates approving the pond building in accordance with the Final Plans on January 11, 2005 for the pond building, subject to compliance by Secondary Developer with certain City requirements including, but not limited to, matters set forth in this Development Contract and the Allocation Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Ramsey Town Center Master Development Agreement.

a. The terms and conditions of the Master Development Agreement are incorporated herein by reference as if fully set forth at this point. Secondary Developer further acknowledges, by execution of this Development Contract, receipt of a copy of the Master Development Agreement. In the event of a conflict between the terms of this Development Contract and the terms of the Master Development Agreement, the Master Development Agreement shall control; except that the Development Contract shall control with respect to the one-time sanitary sewer and water connection charges and storm sewer trunk charges of the City.

b. Secondary Developer in this Development Contract is defined as a "Secondary Developer" within the Master Development Agreement. Unless specifically agreed to in this Development Contract, the Secondary Developer is not liable for any obligations of the "Developer" as defined in the Master Development Agreement or the Master Developer as defined this Development Contract.

c. The City represents that as of the date hereof, the City has not given the Master Developer any Formal Notice of default pursuant to Section 15.1 of the Master Development Agreement.

2. Development Plans. The Secondary Developer shall develop the proposed Lot 1 in accordance with the plans for the Ramsey Town Center 3<sup>rd</sup> Addition, Ramsey, Minnesota,

titled (a) Final Plat and Final Engineering - Commercial Development Phase 1, dated November 12, 2004, last revised December 16, 2004, sheet nos. 1-85, and (b) Final Plat and Final Engineering - Commercial Development Phase 1 – Pond Building dated December 15, 2004, last revised December 16, 2004 (collectively the “Final Plans”). The Final Plans consist of the final plat, street, utilities, grading, drainage, landscaping, and streetscape plans for the Subject Property. These Final Plans have been approved by the City subject only to technical review of the final construction plans by the City Engineer for compliance with City codes and other governmental regulations applicable to the Subject Property. If the Final Plans vary from the written terms of this Development Contract, the written terms shall control.

Notwithstanding the execution of this Development Contract, the Secondary Developer acknowledges that formal City Council approval has yet to be granted for the version of the Final Plans referenced in this Development Contract. Formal City Council action on the version of the Final Plans referenced in this Development Contract is scheduled for January 11, 2005. Although the City Council has approved earlier versions of the Final Plans for the grocery building, corner retail building and gateway building, the version of the Final Plans referenced in this Development Contract has not been formally approved because of changes to the pond building. Nevertheless, the Secondary Developer has requested that this Development Contract be executed. The Secondary Developer therefore consents to amending this Development Contract to incorporate any City requirements which may be necessary in order to grant final approval of the version of the Final Plans referenced in this Development Contract.

3. Improvements.

a. The City requires the Secondary Developer to construct or be responsible for the construction of Improvements within the Plat as follows (“Required Improvements –Site Plan”):

- i. Site grading, including temporary and permanent erosion control, in accordance with the Final Plans.
- ii. Lot corner staking. To be provided before utility line construction.
- iii. Trunk and lateral storm sewer system and appurtenances, including pre-treatment manholes (i.e. stormceptor or approved equal).
- iv. On-site storm sewer ponding with liner and retaining walls around pond.
- v. Trunk and lateral sanitary sewer utility lines.
- vi. Trunk and lateral water utility lines and appurtenances.
- vii. Landscaping and irrigation in accordance with the landscape plans contained in the Final Plans, but specifically excluding landscaping and streetscape improvements for Sunwood and Zeolite.
- viii. Bituminous driveways, parking lots, maneuvering areas, and other roadway surfaces.
- ix. Concrete curbing and gutter around the perimeter of bituminous surfaces.
- x. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.

- xi. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
- xii. Establishment of turn in areas disturbed during construction and in accordance with the Landscape Plan.
- xiii. Natural gas utility lines (to be constructed by a third party service provider at the direction of Secondary Developer).
- xiv. Electrical utility lines (to be constructed by a third party service provider at the direction of Secondary Developer).
- xv. Telephone utility lines (to be constructed by a third party service provider at the direction of Secondary Developer).

b. In addition to and separate from the Required Improvements –Site Plan, the City requires the Secondary Developer to construct or be responsible for the construction of other improvements as follows (“Stage I Improvements –Plat”):

- i. That portion of Zeolite Street NW south of Sunwood Drive together with a temporary cul-de-sac along Civic Center Drive.
- ii. Trunk sanitary sewer, watermains and stormwater improvements in that portion of Zeolite Street NW referenced above.
- iii. Streetscape construction along the south side of Sunwood Drive NW adjacent to the Subject Property and the west side of Zeolite Street NW adjacent to the Subject Property.

c. The definition of “Improvements” under this Development Contract shall include both the Required Improvements –Site Plan and Stage I Improvements –Plat. The Required Improvements –Site Plan shall not include and shall be separate and distinct from the Stage I Improvements –Plat.

d. The Improvements shall be installed in accordance with the Final Plans and in accordance with City standards, City Code and plans and specifications which have been prepared by a competent, registered professional engineer and approved by the City Engineer. The Secondary Developer shall obtain all necessary permits from all agencies before proceeding with construction.

e. Secondary Developer shall construct the Required Improvements –Site Plan at its cost and expense. Secondary Developer shall also construct the Stage I Improvements –Plat at the its cost and expense unless otherwise agreed to by the City and Secondary Developer.

f. The Improvements shall be constructed in accordance with the Final Plans.

g. Notwithstanding the conditions set forth in Section 7.8 of the Master Development Agreement, the Secondary Developer shall be able to commence construction of the Stage I Improvements –Plat upon the recording of the Plat and payment of fees as required herein, and shall thereafter be able to complete these

improvements without additional requirements of the City.

h. The improvements for Zeolite Street NW shall be constructed as required by the Plat of Ramsey Town Center 3<sup>rd</sup> Addition within the platted right-of-way dedicated to the public in the Plat of Ramsey Town Center Addition, except for a portion of the temporary cul-de-sac that is located in Outlot M, Ramsey Town Center Addition. Outlot M is owned by the Master Developer and the Secondary Developer agrees to provide the City with a temporary road easement from the Master Developer until Civic Center Drive is constructed. The Master Developer shall provide this temporary road easement to the City prior to the issuance of any building permits in the Plat. The City authorizes construction of Zeolite Street N.W. notwithstanding Section 7.8 of the Master Development Agreement.

i. Secondary Developer shall complete the Required Improvements –Site Plan on or before June 1, 2006. Secondary Developer shall complete the Stage I Improvements –Plat on or before June 1, 2006. The Secondary Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Secondary Developer to reflect cost increases, if any.

4. Required Improvements –Site Plan Financial Guarantee. The Secondary Developer shall provide a financial guarantee to the City guaranteeing the construction of the Required Improvements – Site Plan and their timely completion. The financial guarantee shall be in the total amount of One Million Two Hundred Ninety-Three Thousand Four Hundred Twenty-Two and no/100 Dollars (\$1,293,422.00), which amount is one hundred fifty percent (150%) of the City Engineer's estimated cost of the Required Improvements –Site Plan. The financial guarantee required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The financial guarantee shall be deposited with the City prior to the issuance of any building permit. Upon the request of Secondary Developer, the financial guarantee may be released in partial amounts related to that portion of the Stage I Improvements –Plat substantially completed. Upon total completion of the construction of the Required Improvements –Site Plan, the financial guarantee shall be returned to the Secondary Developer and the Secondary Developer shall be required to provide the maintenance guarantee required in Paragraph 8 and the landscaping guarantee required in Paragraph 19. The determination of completion of construction shall be made by the City Engineer.

5. Stage I Improvements –Plat Financial Guarantee. The Secondary Developer shall provide a financial guarantee to the City guaranteeing the construction of the Stage I Improvements –Plat and their timely completion. The financial guarantee shall be in the total amount of Five Hundred Seventy Thousand and no/100 Dollars (\$570,000.00), which amount is one hundred twenty-five percent (125%) of the City Engineer's estimated cost of the Stage I Improvements –Plat. The financial guarantee required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The financial guarantee shall be deposited with the City prior to releasing the Plat for recording. Upon the request of Secondary Developer, the financial guarantee may be released in partial amounts related to that portion of the Stage I Improvements –Plat substantially completed. Upon total completion of the

construction of the Stage I Improvements – Plat, the financial guarantee shall be returned to the Developer if the maintenance guarantee required in Paragraph 8 has been deposited with the City. The determination of completion of construction shall be made by the City Engineer.

6. Inspection Fees. The Secondary Developer shall be responsible for all inspection costs related to the installation of Improvements; provided that no inspection costs shall be charged to Secondary Developer under this Development Contract by the City for Zeolite Street NW in the event that the City assumes construction responsibilities for this improvement. The Secondary Developer shall make cash deposits into two separate escrow accounts at the City and the City shall have the authority to draw upon these funds for the purpose of compensating for inspection services. For the Required Improvements –Site Plan, the Secondary Developer shall make a cash deposit prior to the issuance of any building permit in the amount of Forty-Three Thousand One Hundred Fourteen and 05/100 Dollars (\$43,114.05), which amount is five percent (5%) of the City Engineer's estimated cost of certain Required Improvements –Site Plan. In addition, for the Stage I Improvements –Plat, the Secondary Developer shall make a cash deposit prior to the issuance of any building permit in the amount of Twenty-Two Thousand Eight Hundred and no/100 Dollars (\$22,800.00), which amount is five percent (5%) of the City Engineer's estimated cost of the Stage I Improvements –Plat. Upon completion of the respective Improvements to the satisfaction of the City, any surplus balance remaining in the City's escrow account for inspections of such improvements shall be refunded to the Secondary Developer.

7. Timing of Performance. The Developer shall install all Improvements by June 1, 2006. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Secondary Developer to reflect the cost increases.

8. Improvements Maintenance Financial Guarantee. In addition to the financial guarantees required above, the Secondary Developer shall provide two separate maintenance guarantees to the City for purposes of guaranteeing that the Improvements (with the exception of the plantings which is guaranteed under paragraph 19) have been constructed in accordance with City standards. One maintenance guarantee shall be for the Required Improvements –Site Plan and the other maintenance guarantee Stage I Improvements –Plat. The maintenance guarantees required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The maintenance guarantees shall be deposited with the City at the time of completion of the last item of the Improvements and upon receipt, the City shall release all of the financial guarantees held by the City for the Improvements. For the Required Improvements – Site Plan, the maintenance guarantee shall be Thirty-Seven Thousand Three Hundred Sixty-Four and 05/100 Dollars (\$37,364.05), which amount is five percent (5%) of the City Engineer's estimated cost of the Required Improvements – Site Plan. In addition, for the Stage I Improvements –Plat, the maintenance guarantee shall be Twenty-Two Thousand Eight Hundred and no/100 Dollars (\$22,800.00), which amount is five percent (5%) of the City Engineer's estimated cost of the Stage I Improvements –Plat. These maintenance guarantees shall be held by the City for a one (1) year period from the date of their deposit. These maintenance guarantees are for the purpose of ensuring that the respective Improvements have been constructed in accordance with City standards and may be called upon at the City's discretion during said one (1) year period if the City determines it necessary to repair and/or replace any of

the Required Improvements. Upon the request of Secondary Developer, these maintenance guarantees shall be released upon expiration of the one (1) year period and the completion of any pending repairs or replacements required by the City at the expiration of the one (1) year period. Within thirty (30) days after the completion of the Improvements and before the maintenance guarantees are released, the Secondary Developer shall provide the City with a complete set of reproducible "as built" plans for the Improvements.

9. Payment of Sanitary Sewer and Water Connection Charges. Prior to the issuance of any building permit, the Secondary Developer shall pay sanitary sewer and water connection charges for the Subject Property at the then current rate. The estimated sewer and water connection charge is Ninety-Eight Thousand Two Hundred Twenty and no/100 Dollars (\$98,220.00). This amount is calculated based upon the 2004 rate for sanitary sewer connection charges within the City of Ramsey being \$3,204.00 per acre and water connection charges being \$7,135.00 per acre for the Subject Property of 9.5 acres. No further sanitary sewer and water connection charge shall be owed for the development of the Subject Property.

10. Payment of Storm Sewer Trunk Charges. Prior to the issuance of any building permit, the Secondary Developer shall pay storm sewer trunk charges for the Subject Property at the then current rate. The estimated storm sewer trunk charge is Thirty-Five Thousand Five Hundred Forty and no/100 Dollars (\$35,540.00). This amount is calculated based upon the 2004 rate for storm sewer trunk charges within the City of Ramsey being \$3,741.00 per acre for the Subject Property of 9.5 acres. No further storm sewer trunk charges shall be owed for the development of the Subject Property.

11. Requirements for Building and Occupancy Permits. No building permit for the Subject Property shall be issued until: (a) a minimum of a Class 5 driving surface is installed to within 300 feet of the building; an alternative to this requirement is subject to the approval of the City Building Official; (b) a certificate of survey or approved site plan has been supplied to the City Building Official; (c) all of the financial guarantees required by the City have been satisfied (excluding the maintenance and landscaping guarantees); (d) the City has been provided with a copy of the Lower Rum River Water Management Permit; (e) this Development Contract is executed; (f) the Allocation Agreement is executed; (g) the Plat has been recorded at Anoka County Recorders Office; (h) compliance with City Staff Review Letters concerning the development. Notwithstanding the above, a footings and foundation permit for the grocery store will be released to the Secondary Developer prior to the Plat being recorded provided the remaining requirements of this paragraph are met. The City reserves the right to suspend all building activities upon the City being notified by an outside agency that the appropriate permit(s) was not obtained from the applicable agency.

No occupancy permit shall be issued until: (a) vehicular access within the Subject Property is provided including the installation of at least one layer of bituminous surfacing within the parking lot and maneuvering areas; (b) all utilities are in place, operational and accepted by the City; (c) the Improvements have been accepted by the City; (d) the required financial guarantees (including the maintenance and landscaping guarantees) are received by the City.

12. Parkland and Trail Dedication. The Subject Property is located in the Greenland

Hills District. Per the Master Development Agreement, the City and the Master Developer have negotiated a Park and Trail Dedication Agreement. In accordance with the Park and Trail Dedication Agreement, there are no park dedication or trail development fees owed on this Ramsey Town Center 3<sup>rd</sup> Addition. The City will not release the Plat mylars for recording until the Park and Trail Dedication Agreement is executed. If the Park and Trail Dedication Agreement is not executed, the City shall release the Plat mylars for recording if the City receives a cash escrow for Park Dedication fees in the amount of Forty One Thousand Three Hundred Eighty Two Dollars and no cents (\$41,382.00) (9.5 acres x \$4,356.00 per acre) and Trail Development Fees in the amount of Ten Thousand Three Hundred Fifty Five Dollars and no cents (\$10,355.00) (9.5 acres x \$1,090.00 per acre). This escrow will be released by the City once the Park and Trail Development Agreement is executed. No further park dedication shall be owed for the development of the Subject Property.

13. Streetscape Construction. The Secondary Developer shall construct the Streetscape improvements in accordance with the Final Plans. The costs associated with sidewalk construction are not eligible as a credit towards the Trail Development Fees and/or Park Dedication requirements due on the Plat.

14. Street Cleaning. After the street surfacing is installed, the Secondary Developer shall clear any soil, earth, or debris from the streets within the Plat resulting from any construction within the Plat by the Secondary Developer or its successors and assigns. From time to time, upon reasonable notice to the Secondary Developer with opportunity to cure, the City may remove accumulations of soil, earth and debris from the streets resulting from the construction of the Plat. It shall be the Secondary Developer's responsibility to pay the reasonable costs associated with this necessary street cleaning. Invoices from the City to the Secondary Developer for such costs shall be paid within fifteen (15) days of the date of invoice.

15. Monument Parcel. Upon recording the Plat, the Secondary Developer shall convey Outlot A, Ramsey Center 3<sup>rd</sup> Addition ("Outlot A") to the City via warranty deed free and clear of any liens from financing by the Secondary Developer for the limited purpose of utilizing a freestanding ground sign. The freestanding ground sign shall be in accordance with the TC-2 zoning regulations and the Ramsey Town Center development guidelines, except that a pylon or monopole support design for this sign shall not be allowed. The freestanding ground sign shall be limited to identifying the project as Ramsey Town Center - listing specific owners and tenants shall be prohibited. Secondary Developer shall have the opportunity to review the freestanding ground sign design prior to installation. In addition, in the event that Secondary Developer obtains title to the property located at the northeast corner of Sunwood and Armstrong, Secondary Developer shall also convey a parcel of land to the City via warranty deed that contains up to 1,000 square feet. The conveyance of this parcel shall include the same limitations as the conveyance of Outlot A. Secondary Developer shall record these deeds and pay the recording fees and deed tax for such conveyances. Secondary Developer shall not be required to provide a title commitment, survey or title insurance policy related to these conveyances. In consideration for said conveyances, the City shall pay the Secondary Developer Twenty Thousand and no/100 Dollars (\$20,000.00) for the purchase of Outlot A. This payment shall be made within 15 days after the date of conveyance of Outlot A and filing of the deed with Anoka County.

16. Cross Easements for Access and Parking. The Secondary Developer shall be responsible for executing and recording a cross-easement for access purposes between the occupants of all buildings located on Lots 1 and 2, Block 1, Ramsey Town Center 3<sup>rd</sup> Addition. Said easement shall be subject to review and approval of the City Attorney.

17. Construction Entrance Signs. The City restricts construction and delivery hours to Monday through Saturday, 7:00 a.m. to 10:00 p.m. The Secondary Developer is required to provide a sign at each entrance point stating delivery and construction operation hours. In this case, a sign must be posted at the intersections of Armstrong Blvd. N.W. and Sunwood Drive N.W. and Ramsey Blvd. N.W. and Sunwood Drive N.W. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

18. Ownership of Improvements. Upon the completion of the work and construction required to be done by this Development Contract, the Stage I Improvements –Plat, lying within public easements and/or public right-of-way, shall become City property without further notice or action. Ownership of the Required Improvements –Site Plan shall remain with the Secondary Developer and its successors and assigns.

19. Landscaping.

a. Landscaping Maintenance Financial Guarantee. In addition to the financial guarantees and other maintenance guarantees required above, the Secondary Developer shall provide a separate landscaping maintenance guarantee to the City to ensure the survival of the plantings within the Plat being provided as part of the Required Improvements –Site Plan (not for the streetscape) for the Subject Property. The landscaping maintenance guarantee required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The landscaping maintenance guarantee shall be deposited with the City upon acceptance by the City of the installed plantings and release of all of the financial guarantees by the City for the installed plantings. The landscaping maintenance guarantee shall be Nine Thousand Four Hundred Thirty-Five and no/100 Dollars (\$9,435.00). The landscaping maintenance guarantee shall be held by the City for a two (2) year period from the date of their deposit. At the end of the two-year period, the landscaping maintenance guarantee shall be returned to the Secondary Developer if the plantings set forth in the Final Plan have either survived or have been replaced. The determination that all plantings that have been planted in accordance with the Final Plan have either survived or have been replaced shall be made by the Community Development Department of the City. In the event the Secondary Developer fails to maintain the required plantings during the two-year period, the City Council may order the replacement of dead plantings with City day labor and/or by letting contracts and draw upon the landscape maintenance guarantee for payment. Only the City Council shall have the authority to direct replacement of the dead plantings and withdraw funds from the landscape maintenance guarantee. The Secondary Developer hereby grants permission and a license to the City and/or its contractors and assigns to enter upon the Subject Property for the purpose of replacing plantings in the event of the Secondary Developer's default.

b. Compliance With Plans. The Secondary Developer shall landscape the Subject Property in accordance with Final Plans approved by the City. The landscaping shall be accomplished in accordance with a time schedule approved by the City.

c. Tree Disease Prevention and Disposal. The Secondary Developer shall prevent the introduction and spread of tree disease into the residual tree populations of the Subject Property and adjoining properties as well as mitigate the effects of construction activity on tree health, within and outside of the Subject Property. The Secondary Developer, in order to protect trees from construction damage shall:

- i. Install physical barriers, such as snow fence, around trees that are to remain after initial grading . The fencing shall be located at the dripline of these 'save' trees.
- ii. Insure that all equipment operators will have readily available, a tree wound dressing and will apply it immediately to damaged oak trees if wounding occurs from April 15 through July 15.
- iii. Insure that trees will only be skidded against other trees that are to be removed. Trees in the middle twenty (20) feet of a road easement will be removed first, with remaining trees to be skidded toward the middle of the road easement. This same procedure will apply to building sites.
- iv. Mature trees, especially oak and elm, adjoining an easement so that roots enter the disturbed construction area shall first be severed by a vibratory plow to prevent shattering, scraping and exposure of roots of high value trees on adjoining property. All exposed root zones of adjoining properties shall be immediately covered with clean topsoil and moistened to favorable conditions.
- v. Recognized trees of value, suitable for tree spade removal that would otherwise be destroyed, shall be identified with ribbon and offered to the City at least five (5) business days prior to destruction.
- vi. Tree wood removed during construction, road building and sewer/water installation shall be buried, burned, chipped or hauled to a licensed wood disposal site. Wood waste disposal must take into account tree disease control, especially for oak wilt and Dutch Elm disease. The City will perform a site inspection to ascertain tree disease hazards (including root damage and grade changes) prior to construction in order to minimize impact on trees to be protected within or outside of the Subject Property. Wood waste disposal by fire must also manage air quality impact and smoke

nuisance to adjoining property owners as well as fire safety concerns.

- vii. Whole trees may not be disposed of by burning. Trunks and limbs larger than six (6) inches in diameter must be salvaged for lumber, firewood, chipped or hauled to a licensed wood disposal site. Application may be made for an open burning permit to dispose of brush less than six (6) inches in diameter and stumps with less than four feet of main trunks attached. The location of the proposed open burn site will be specified by the City. Wood disposal by burning requires whole tree volume reduction, proposed site inspection prior to clearing and an open burning permit. Residual ash and unburned stumpage may be buried on the site at the approval of the City. Chipped material may be applied and utilized on site to mitigate root damage from grade changes or used in the right-of-way for erosion control and top soil restoration.

20. Tree, Shrub and Sod Planting Plan. The addition of trees, shrubs and sod to the Subject Property shall be in accordance with the landscape plan referenced in the Final Plans. The Secondary Developer is required to submit a plan for City approval that identifies existing tree growth within the Subject Property that will be protected during construction. The trees to be protected must be identified on the grading plan, and the plan must require the installation of 'tree save fences' prior to land clearing or grading. In addition, the requirement for this plan shall be fulfilled by the Secondary Developer minimizing the impact of construction on trees in accordance with Minnesota Extension Service publication "Protecting Trees From Construction Damage" (Publication #NR-FO-6135-S).

21. License. The Secondary Developer hereby grants the City, its agents, employees, officers and contractors, a license to enter the Subject Property to perform all necessary work and/or inspections deemed appropriate by the City during the installation of Improvements by the Secondary Developer. The license shall expire after the Improvements installed pursuant to the development contract have been installed and accepted by the City.

22. Clean Up. The Secondary Developer shall promptly clear from public streets and property any soil, earth or debris resulting from construction work by the Secondary Developer or its agent or assigns.

23. Secondary Developer's Default. In the event of default by the Secondary Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Secondary Developer shall promptly reimburse the City for any expense incurred by the City, provided the Secondary Developer is first given written notice of the work in default, not less than 48 hours in advance, and Secondary Developer has the opportunity to cure the work in default. This Development Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

If the Secondary Developer fails to perform any of the terms of this Development Contract in the manner required by the City, the City shall be entitled to recover from the Secondary Developer the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by the Secondary Developer shall also be grounds for denial of Building Permits for buildings in the Plat.

24. Notices. Required notices to the Secondary Developer shall be in writing, and shall be either hand delivered to the Secondary Developer, its employees or agents, or mailed to the Secondary Developer by certified or registered mail at the following address:

Ramdance LLC  
Attn. Keith McDonald  
669 N Medina Street  
P.O. Box 8  
Loretto, Minnesota 55357

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail or registered mail in care of the City Administrator at the following address:

City Administrator  
City of Ramsey  
15153 Nowthen Boulevard NW  
Ramey, Minnesota 55303

25. Miscellaneous.

a. Waiver. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Development Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Development Contract shall not be a waiver or release.

b. Compliance with Laws and Regulations. The Secondary Developer represents to the City that the Plat complies with all City, County, metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow any construction or development work in the Plat until the Secondary Developer does comply. Upon the City's demand, the Secondary Developer shall cease work until there is compliance.

c. Successors or Assigns. This Development Contract shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

d. Release of Obligations. After the Secondary Developer has completed the work required of it under this Development Contract, at the Secondary Developer's request the City will execute and deliver to the Secondary Developer a full and final release from any obligations and liabilities under this Development Contract; except for maintenance obligations which shall continue until expiration of the maintenance period and be released upon such expiration.

e. Assignment. Secondary Developer may assign its rights under this Development Contract. Any such assignment shall relieve and discharge the assignor Secondary Developer from all obligations, responsibilities and liabilities of Secondary Developer under this Development Contract (except for any defaults existing under this Development Contract at the time of such assignment) provided that the assignee Secondary Developer assumes all such obligations, responsibilities and liabilities of Secondary Developer under this Development Contract. No such assignment shall be effective unless the City gives its written approval, which approval shall not be unduly withheld. Said written approval shall be contingent upon the City finding that the assignee has the financial capacity to undertake the obligations of the Secondary Developer.

f. Boulevard and Area Restoration. The Secondary Developer shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the grading and erosion control plan set forth in the Final Plans. The Secondary Developer shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the Subject Property resulting from grading performed by the Secondary Developer under this Development Contract.

g. Construction Site Maintenance. The Secondary Developer shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Development Contract as Improvements, unless specified as fixed amounts, are estimated. The Secondary Developer agrees to pay the entire cost of said improvements including interest, engineering and legal charges.

i. Plat and Site Plan Approval Expenses. The Secondary Developer agrees that it will pay to the City all City expenses incurred in the approval of the Site Plan and Plat, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the City and outstanding billings shall be paid prior to recording of the Plat. Any expenses incurred after recording of the Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the City's expenses within the fifteen (15) day billing period will permit the City to draw upon any of the escrows required by this contract for payment.

j. Reimbursement to the City. The Secondary Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Development Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

k. Insurable Title. Prior to recording of the Plat, the Secondary Developer shall provide the City with proof of insurable title to the Plat either through a currently certified abstract, registered property abstract or title commitment. The title commitment shall name the City as a proposed insured and shall show proposed insurance in the amount of \$50,000.00.

l. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Development Contract shall be defined as a document issued by the City's Building Official, which authorizes the structure to be used for its intended purposes.

m. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phase of this Development Contract is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Development Contract.

n. Proof of Authority. When the Secondary Developer is a corporation, the City requires proof of authority by the corporation to execute this Development Contract. This proof of authority may be satisfied by providing the City with a certified copy of minutes of the corporate Board of Directors granting such authority.

o. Recording of This Development Contract. The Secondary Developer shall record this Development Contract against the Subject Property in the office of the Anoka County Recorder and agrees that the terms and provisions of this Development Contract shall run with the land and shall bind the Secondary Developer and its successor and assigns.

p. Incorporation Of All City Code Requirements. That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the City, as amended to date hereof, are incorporated herein by reference.

q. State Building Code Compliance. The buildings shall be constructed in accordance with the requirements of the Building Code.

r. Fire Lanes. Fire lanes shall be maintained on the Subject Property. The exact locations of these items on the Subject Property shall be as directed by the Fire Chief. The Secondary Developer herein agrees to post "No Parking" signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.

s. Building Façade. The Secondary Developer agrees to construct the

building consistent with Building Elevations for the Gateway and Corner Retail Buildings set forth in the Final Plans and Building Elevations for the Coborn's Store as set forth in the Finals Plans.

t. Violation of This Development Contract. If the Secondary Developer fails to perform any of the terms of this Development Contract in the manner required by the City, the City shall be entitled to recover, from the Secondary Developer or the issuer of the Secondary Developer's financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by the Developer shall also be grounds for denial of building permits for buildings in the Plat.

*signature pages to follow*





22892A

MWT

(T)

9 of 10

ANOKA COUNTY MINNESOTA

Document No.: 481898.008 TORRENS

I hereby certify that the within instrument was filed in this  
office for record on: 02/23/2005 2:37:00 PM

Fees/Taxes In the Amount of: \$29.50

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1523723



482071.006

**ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT CONTRACT  
FOR RAMSEY TOWN CENTER 3<sup>rd</sup> ADDITION**

This Assignment and Assumption of Development Contract (“Assignment”) is made this 8<sup>th</sup> day of March, 2005 (“Effective Date”) by and between RAMDANCE LLC, a Minnesota limited liability company (“Ramdance”), and SOPHIA-RAMSEY LLC, a Minnesota limited liability company (“Assignee”).

RECITALS:

A. Ramdance and the City of Ramsey (“City”) entered into a Development Contract for Ramsey Town Center 3<sup>rd</sup> Addition dated December 22, 2004 (“Development Contract”) concerning the subdivision and development of Outlot I, Ramsey Town Center Addition, Anoka County, Minnesota. *\* filed as doc # 481898.008 as of 02/23/2005.*

B. Outlot I, Ramsey Town Center Addition, has been further subdivided as Ramsey Town Center 3<sup>rd</sup> Addition and is legally described as Lots 1 and 2, Block 1, and Outlot A, Ramsey Town Center 3<sup>rd</sup> Addition, according to the recorded plat thereof, Anoka County, Minnesota (“Property”).

C. Ramdance conveyed Lots 1 and 2, Block 1, Ramsey Town Center 3<sup>rd</sup> Addition, to Assignee on the Effective Date.

D. Ramdance has retained ownership of Outlot A, Ramsey Town Center 3<sup>rd</sup> Addition, to convey to the City within thirty (30) days after the Effective Date in accordance with the Development Contract.

E. Ramdance desires to assign all of its right, title and interest in the Development Contract to Assignee, and Assignee desires to accept the assignment and assume all of Ramdance’s obligations under the Development Contract, except for those rights and obligations specifically retained by Ramdance as set forth in this Assignment.

F. The Development Contract may be assigned to a successor in interest to the Property subject to the approval of the City.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Except as otherwise provided in this Assignment, the terms defined in the Development Contract shall have the same meaning when used in this Assignment.

2. Assignment. Ramdance hereby transfers, assigns and conveys to Assignee all of Ramdance's right, title and interest in, to and under the Development Contract, except for those rights specifically retained by Ramdance as set forth in this Assignment and further except that Ramdance and Assignee retain any rights to construct Zeolite Street that exist under the Development Contract in the event that the City does not construct Zeolite Street.

3. Assumption. Assignee hereby assumes any and all of Ramdance's obligations under the Development Contract and agrees to perform and be bound by all terms, covenants and conditions of the Development Contract, except for those obligations specifically retained by Ramdance as set forth in this Assignment.

4. Ramdance's Liability under the Development Contract. Except for the rights and obligations under the Development Contract specifically retained by Ramdance as set forth in this Assignment, Ramdance shall be discharged from all obligations, responsibilities and liabilities of Secondary Developer that accrue under the Development Contract from and after the Effective Date.

5. Indemnification. Ramdance hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees, expenses and court costs) arising from or relating to Ramdance's actions or the obligations of Secondary Developer accruing under the Development Contract prior to the Effective Date and Ramdance's obligations under this Assignment. Assignee hereby agrees to indemnify and hold Ramdance harmless from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees, expenses and court costs) arising from or relating to Assignee's actions or the obligations of Secondary Developer accruing under the Development Contract from and after the Effective Date, except for those obligations specifically retained by Ramdance as set forth in this Assignment.

6. Financial Guarantees. Assignee shall be responsible for depositing the letter of credit with the City on or before the Effective Date in the amount of \$1,293,422.00 to secure performance of the Requirement Improvements – Site Plan. Assignee shall also be responsible for depositing the letter of credit with the City on or before the Effective Date in the amount of \$570,000.00 to secure performance of the Stage I Improvements – Plat. Assignee shall continue to be responsible for any required renewals of these letters of credit. Assignee shall be responsible for all other financial guarantees under the Development Contract including financial guarantees for maintenance of the Required Improvements – Site Plan, Stage I Improvements – Plat and landscaping.

7. Payment of Inspection Fees. Ramdance shall be responsible for the payment of the following inspection fees under the Development Contract into two separate escrow accounts maintained by the City on or before the Effective Date:

<u>Amount</u>	<u>Description</u>
\$43,114.00	Required Improvements – Site Plan
\$22,800.00	Stage I Improvements - Plat
-----	
\$65,914.00	Total

No additional amounts are owed for such charges as of the Effective Date. Payment for any additional amounts owed for such charges shall be the responsibility of Ramdance. Any amounts deposited by Ramdance that remain in escrow upon completion of the respective improvements to the satisfaction of the City shall be refunded to Ramdance.

8. Payment of Connection Charges. Ramdance shall be responsible for the payment of sanitary sewer and water connection charges to the City under Section 9 of the Development Contract in the amount of \$98,220.00 on or before the Effective Date. Ramdance shall also be responsible for the payment of storm sewer trunk charges to the City under Section 10 of the Development Contract in the amount of \$35,540.00 on or before the Effective Date.

9. Parkland and Trail Dedication. The City acknowledges and agrees that the Park and Trail Dedication Agreement referenced in Section 12 of the Development Contract has been fully executed in accordance with City requirements and that no park dedication fees and trail development fees are owed or will be owed in the future for the development of the Property as Ramsey Town Center 3<sup>rd</sup> Addition.

10. Cross Easements for Access and Parking. The City has reviewed and approved the operation and easement agreement dated March 8, 2005 recorded against the Property that provides cross easements for access and parking.

11. Monument Parcel. Ramdance shall convey Outlot A, Ramsey Town Center 3<sup>rd</sup> Addition, by warranty deed to the City upon the recording of the final plat for Ramsey Town Center 3<sup>rd</sup> Addition in accordance with the Development Contract. The payment for this parcel in the amount of \$20,000.00 shall be made by the City to Ramdance. Ramdance shall be responsible for recording the deed and paying the cost of such conveyance. Assignee shall have no right to any portion of this payment. Except for the payment right retained by Ramdance, all rights to review any sign installed by the City on this parcel and to enforce any limitations concerning the sign shall belong to Assignee. The City agrees that payment for this parcel shall not be offset against any amounts owed under the Development Contract. In addition, in the event that Ramdance or Assignee obtain title to the property located at the northeast corner of Sunwood Drive and Armstrong Boulevard, Ramdance or Assignee, as applicable, shall convey to the City a parcel of land via warranty deed that contains up to 1,000 square feet. Any additional land conveyed to the City shall be subject to the same restrictions contained in the Development Contract regarding the first monument parcel conveyed to the City.

12. Plat and Site Plan Approval Expenses. All expenses incurred by the City in the approval of the Site Plan and Plat on or before the Effective Date that are reimbursable under the Development Contract shall be the responsibility of Ramdance. All expenses incurred by the

City in the approval of the Site Plan and Plat after the Effective Date that are reimbursable under the Development Contract shall be the responsibility of Assignee, except for the inspection fees which are the responsibility of Ramdance.

13. Notice. Any notice to be given to Secondary Developer under the Development Contract shall need to be given to both Ramdance and Assignee in the manner and at the address provided for in the Development Contract. Assignee's address for notice purposes shall be:

Sophia-Ramsey LLC  
Attn. Patrick Hart  
12300 Singletree Lane, Suite 200  
Eden Prairie, MN 55344  
Facsimile No. (952) 974-9300

14. Ratification of Development Contract. Ramdance, Assignee and the City hereby acknowledge and agree that the Development Contract is valid and in full force and effect and that Ramdance is not in default under any terms of the Development Contract for which notice of default has been given by the City to Ramdance. Ramdance and the City have no offsets, claims or defenses against the other with respect to the Development Contract.

15. Further Assignment. Any further assignment of Secondary Developer's interest under the Development Contract shall be in accordance with the Development Contract and any consent by the City to this Assignment shall not be deemed to waive City's right to consent to any further assignment of Secondary Developer's interest as set forth in the Development Contract.

16. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Ramdance and Assignee and their respective successors and assigns.

17. Counterparts. This Assignment may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date.

18. Facsimile Copies. A facsimile signature on a facsimile copy of this Assignment shall have the same force and effect as an original and shall bind a party to the terms and conditions hereof. All parties shall execute up to four originals of the Assignment signed by facsimile.

19. Conditions Precedent. This Assignment is conditioned upon the execution by the City of the attached written consent to this Assignment. This Assignment shall not be valid or of any force and effect until such written consent is provided by the City. Upon execution by the City of such written consent, this condition shall be automatically satisfied without further action on the part of any party and this Assignment shall be valid and in full force and effect.

*signature pages to follow*

IN WITNESS WHEREOF, the parties have made and entered into this Assignment and Assumption of Development Contract for Ramsey Town Center 3<sup>rd</sup> Addition as of the Effective Date.

RAMDANCE:

RAMDANCE LLC,  
a Minnesota limited liability company

By: Greg Hayes

Print: Greg Hayes

Its: Vice President

STATE OF MINNESOTA )  
COUNTY OF Hennepin ) ss.

The foregoing instrument was acknowledged before me this 8 day of March, 2005, by Greg Hayes, the Vice president of Ramdance, LLC, a Minnesota limited liability company, on behalf of the company.



Lesa M. Barton  
Notary Public

Return to  
Commercial Partners Title, LLC  
200 South Sixth Street  
Suite 1300  
Minneapolis, MN 55402  
242118 SR 11 of 11

*signature page to Assignment and Assumption of Development Contract  
for Ramsey Town Center 3<sup>rd</sup> Addition*

ASSIGNEE:

SOPHIA-RAMSEY LLC,  
a Minnesota limited liability company

By: Patrick J. Hart Jr.

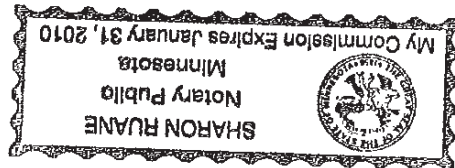
Print: Patrick Hart

Its: President / Chief Man

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 8th day of March, 2005, by Patrick J. Hart Jr., the Pres/Chief Man of Sophia-Ramsey LLC, a Minnesota limited liability company, on behalf of the company.

Sharon Ruane  
Notary Public



*signature page to Assignment and Assumption of Development Contract  
for Ramsey Town Center 3<sup>rd</sup> Addition*



This instrument was drafted by  
and should be returned to:

Fafinski Mark & Johnson, P.A. (GPB)  
Flagship Corporate Center  
775 Prairie Center Drive, Suite 400  
Eden Prairie, MN 55344  
Ph (952) 995-9500

24418 (17)  
SR (T)

ANOKA COUNTY MINNESOTA

Document No.: 482071.006 TORRENS

I hereby certify that the within instrument was filed in this  
office for record on: 03/10/2005 2:57:00 PM

Fees/Taxes In the Amount of: \$19.50

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1525466