



Record ID 2491126

508341.011

**ABSTRACT/TORRENS
DOCUMENT**

DOCUMENT

ABSTRACT/TORRENS

2031856.006

Record ID 2491124



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

1. **Parties.** The parties to this Amended and Restated Parking Improvement Use and Maintenance Agreement (this "Agreement") are the City of Ramsey, a Minnesota municipal corporation (the "City"), the Economic Development Authority of the City of Ramsey, Minnesota, a 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").

2. **Reference Date and Effective Date.** This Agreement is dated, for reference purposes, as of the 30th day of April, 2012. This Agreement is effective when it is recorded in the office of the Anoka County Recorder and Registrar of Titles.

3. **Recitals.**

(a) **Recital One.** The City owns the real property legally described on **Exhibit A** (the "City Property"), and the HRA owns the real property legally described on **Exhibit B** (the "HRA Property").

(b) **Recital Two.** The City Property and the HRA Property include all of the "Parking District," as defined in that certain Parking Improvement Use and Maintenance Agreement between the City and Ramsey Town Center, LLC (the "Developer") dated as of February 28, 2005 and recorded on March 16, 2005 in the office of the Anoka County Recorder as Document No. 1973660.001 and in the office of the Anoka County Registrar of Titles as Document No. 482124.002 (the "Original PUMA").

(c) **Recital Three.** The City leases the City Property to the EDA pursuant to a Ground Lease Agreement dated as of June 1, 2005 and recorded on December 8, 2005 in the office of the Anoka County Recorder as Document No. 1980341.001 and in the office of the Anoka County Registrar of Titles as Document No. 485607.002 (the "Ground Lease").

(d) **Recital Four.** The EDA subleases the City Property back to the City pursuant to a Lease Agreement dated as of June 1, 2005 and recorded on December 8, 2005 in the office of the Anoka County Recorder as Document No. 1980341.002 and in the office of the Anoka County Registrar of Titles as Document No. 485607.003 (the "Sub-Lease").

(e) Recital Six. The City and the HRA, as the owners of all of the Property subject to the Original PUMA and the EDA and the City, as the tenant and subtenant of the City Property, desire to terminate the Original PUMA, in its entirety and replace it with this Agreement.

(f) Recital Seven. The property that is subject to this Agreement is the real property legally described on **Exhibit C** ("Parking District A").

(g) Recital Eight. Parking District A is zoned "COR District" and is subject to Section 117-118 of the City's zoning ordinance. Section 117-118 of the City's zoning ordinance is referred to herein as the "COR District Ordinance."

(h) Recital Nine. Section 117-118 of the COR District Ordinance requires the HRA to submit a development plan to the City. On September 27, 2011 the HRA submitted and the City Council approved a new development plan for the HRA Property (the "New Development Plan"). Section 117-118(e) of the COR District Ordinance requires the HRA to submit a proposed parking plan to the City for review and approval as a part of the New Development Plan. The New Development Plan includes a parking plan for the HRA Property which includes, as one of its components, a parking plan for Parking District A (the "District A Parking Plan").

(i) Recital Nine. The City owns the approximately 600 stall parking ramp (the "Ramp A"). The Ramp A is located on Lot 2, Block 1, COR ONE, Anoka County, Minnesota (the "District A Parking Parcel"). The City intends to construct an approximately 200 stall addition to Ramp A (the "Ramp A Addition") which will also be located on the District A Parking Ramp Parcel. Ramp A and the Ramp A Addition are referred to herein as the "District A Parking Improvements."

(j) Recital Ten. Section 117-118(e)(6) of the COR District Ordinance contemplates a development agreement that will require the owner of each property in the COR District to assume financial responsibility for the continuing maintenance of public parking facilities. The City anticipates that costs associated with the continuing maintenance of the public parking facilities within the COR District will be allocated among properties the public parking facilities serve based on each property's parking needs. For purposes of this Agreement, the term "Parcel" means each platted lot, platted outlot, registered land survey tract and common interest community unit, located wholly or partially within Parking District A and any portion of any platted lot, platted outlot or registered land survey tract located wholly or partially within Parking District A that has been subdivided using a metes and bounds legal description in accordance with the requirements of the City's subdivision ordinance. The District A Parking Plan allocates the available parking spaces in the District A Parking Improvements among the Parcels in Parking District A. Stalls intended for "park and ride" use are allocated to Lot 1, Block 1, COR ONE, Anoka County, Minnesota, which the City owns and upon which the Ramsey Municipal Center is located. The District A Parking Plan also allocates to each Parcel in Parking District A a fractional share of liability for the costs associated with the continuing maintenance of the District A Parking Improvements. The fractional share of liability assigned to each Parcel is based on the relationship between the number of parking spaces allocated to the Parcel and the total number of parking spaces in the District A Parking Improvements.

(k) Recital Eleven. This Agreement obligates the owner of each Parcel in Parking District A to pay the City for costs the City has or will incur to maintain, repair and replace the District A Parking Improvements based on the fractional share of liability assigned to that Parcel in the District A Parking Plan.

(l) Recital Twelve. This Agreement also grants the owner of each Parcel in Parking District A an appurtenant, non-exclusive easement to use the number of parking spaces in the District A Parking Improvements that the District A Parking Plan allocates to that Parcel except that this Agreement grants the owner of Lot 3, Block 1, COR ONE, Anoka County, Minnesota ("Lot 3") an appurtenant, exclusive easement to use the 275 stalls that are located within the portion of the District A Parking Improvements and the District A Parking Parcel depicted on **Exhibit D-1** (the "Exclusive Easement Area"). After the City completes construction of the Ramp A Addition, the City will survey the Exclusive Easement Area, and the City and the owner of Lot 3 must execute an amendment to this Agreement to add the legal description of the Exclusive Easement Area as **Exhibit D-2**. From and after the recording of that amendment the term Exclusive Easement Area shall mean the area legally described on **Exhibit D-2** and in the event of any conflict between **Exhibit D-1** and **Exhibit D-2**, **Exhibit D-2** shall control.

4. Declaration and Grant of Easements.

(a) Non-Exclusive Easements. 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 (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. The easement is to permit the parking of vehicles of a size not to exceed the design parameters of the District A Parking Improvements and for pedestrian access to and from such vehicles. Notwithstanding anything else in this Section 4.1, the non-exclusive easement granted in this Section 4.1 only entitles the owner of Lot 3, such owners' tenants and such owners' and such owners' tenants' employees, customers, agents, guest and invitees to use the number of spaces that is equal to the total number of parking spaces the District A Parking Plan allocates to Lot 3 less the number of "Exclusive Use Stalls," as defined in Section 4.2. The easement set forth in this Section 4.1 does not give the benefitted parties a right to use any specific, designated spaces and does not give the benefitted parties any priority over members of the public or other benefitted parties with respect to the use of available spaces. The number of parking spaces the District A Parking Plan allocates to each Parcel may change as a result of subsequent amendments to the District A Parking Plan, but the City Council may not approve an amendment to the District A Parking Plan that increases or decreases the number of parking stalls allocated to a Parcel without the written consent of the owner of the Parcel.

(b) Exclusive Easement. The City hereby declares and grants an exclusive, appurtenant easement over the Exclusive Easement Area 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 275 stalls in the Exclusive Easement Area (the "Exclusive Use Stalls") and to exclude all others from the use of such stalls. The owner of Lot 3 shall have exclusive authority to determine how the Exclusive Use Stalls are allocated among and used by such owner's tenants and the owner's and owner's tenants' guests and invitees. The easement is to permit the parking of vehicles of a size not to exceed the design parameters of the District A Parking Improvements. The Exclusive Use Stalls may not be used for any purpose other than the parking of motor vehicles. For example, the Exclusive Use Stalls may not be used for the storage of any personal property other than motor vehicles, and the owner of Lot 3 and such owner's tenants and the owner's and owner's tenants' guests and invitees may not attach or affix anything to the District A Parking Improvements except that the owner of Lot 3 may, upon the receipt of the City's written consent, which consent may not to be unreasonably withheld, affix signs to the District A Parking Improvements to identify the Exclusive Use Stalls, to distinguish the Exclusive Use Stalls from other stalls in the District A Parking Improvements and to distinguish Exclusive Use Stalls from one another. The City Council may not approve an amendment to the District A Parking Plan that impairs the exclusive easement rights granted in this Section 4.2 without the written consent of the owner of Lot 3 and the holder of any mortgage recorded against title to Lot 3.

5. **Operation of the District A Parking Improvements.** The City will operate the Public Parking Areas as public parking facilities. The Public Parking Areas will be available to beneficiaries of the easement described in Section 4.1 and to the public on a first-come, first-served basis subject to the following:

(a) The City will establish handicapped parking stalls within the Public Parking Areas as required by law. The owner of Lot 3 must establish and maintain handicapped parking stalls within the Exclusive Easement Area as required by law.

(b) The City may designate, with appropriate signage, parking stalls within the Public Parking Areas that may only be used for a specified period of time (for example, without limitation, "One Hour Parking," "Overnight Parking," and "No Overnight Parking").

(c) The City may designate parking stalls in the Public Parking Areas as "park and ride" stalls for the exclusive use of public transit patrons during designated days and hours as provided for in the District A Parking Plan. The number of designated "park and ride" stalls may not exceed the number of stalls the Parking Plan allocates for "park and ride" use. The City must utilize signage and other parking control mechanisms in an attempt to limit "park and ride" use to the number of parking stalls designated for "park and ride" use in the District A Parking Plan and must make a good faith effort to enforce restrictions the City adopts to control such use.

(d) The City may elect to charge fees for parking in the Public Parking Areas; provided the costs associated with the operation of the Public Parking Areas on a fee basis will be Parking Maintenance Costs under Section 7 below, and the proceeds received from the operation of the Public Parking Areas on a fee basis will be applied to reduce the budgeted Parking Maintenance Costs allocated among the Parcels pursuant to Section 9 below.

(e) The City may, from time to time, temporarily limit or deny access to parking spaces within the District A Parking Improvements as the City determines to be necessary or desirable in connection with the maintenance, repair or replacement of District A Parking Improvements or the construction of expansions of or additions to the District A Parking Improvements. The City must use all commercially reasonable efforts to minimize any interference with the use of the parking stalls in the Exclusive Use Area.

6. **Maintenance, Repair and Replacement of the District A Parking Improvements.** The City will maintain, repair and replace the District A Parking Improvements in a manner consistent with other public parking facilities in the greater Minneapolis-St. Paul, Minnesota metropolitan area.

7. **Parking Maintenance Costs.** For purposes of this Agreement, the term "Parking Maintenance Costs" means all costs and expenses that the City incurs to operate, maintain, repair and replace District A Parking Improvements, including, but not limited to, costs associated with snow removal, insurance, security, elevator maintenance and repair, lighting, landscaping, signage, parking control facilities, staff and contributions to a reserve fund for future maintenance, repair and replacement costs. Parking Maintenance Costs include both amounts the City pays to third parties to operate, maintain, repair and replace District A Parking Improvements and administer this Agreement and the fair market value of any services provided by City employees in connection with the operation, maintenance, repair or replacement of District A Parking Improvements or the administration of this Agreement. Parking Maintenance Costs may also include periodic contributions to a reserve fund the City establishes to provide a source of funds for major repairs, renovations and replacement.

8. **Budget of Parking Maintenance Costs.** The City may, from time to time, establish a fiscal year for the purposes of budgeting for Parking Maintenance Costs. If the City does not establish a fiscal year, the fiscal year for budgeting Parking Maintenance Costs is the fiscal year. On or before the date thirty (30) days prior to the beginning of the first full or partial fiscal year and thirty (30) days prior to the beginning of each full fiscal year thereafter, the City's staff must prepare and the City Council must approve a proposed budget of anticipated Parking Maintenance Costs for the next fiscal year.

9. **Charges for Parking Maintenance Costs.** On or before the date thirty (30) days prior to the beginning of the first full or partial fiscal year and thirty (30) days prior to each full fiscal year thereafter, the City Council must adopt a resolution allocating the budgeted Parking Maintenance Costs for that fiscal year among the Parcels. The allocations will be based on the budgets described in Section 8 above. The share of the anticipated annual Parking Maintenance Costs the City allocates to each Parcel for a given fiscal year will be determined by multiplying the Parcel's "Allocated Share," as determined pursuant to Section 10 below, by the budgeted Parking Maintenance Costs for that fiscal year.

10. **Determination of Each Parcel's Allocated Share.** The District A Parking Plan assigns each Parcel an "Allocated Share" which is a fraction, the numerator of which is the number of parking spaces assigned to that Parcel in the District A Parking Plan and the denominator of which is the total number of parking spaces in the District A Parking Improvements. If and each time the District A Parking Plan is amended in a manner that

modifies the Allocated Share assigned to any Parcel, the amendment must describe when such modification is effective for purposes of the calculation and payment of Parking Maintenance Costs for the fiscal year in which amendment is effective.

11. **Annual Notice.** On or before date fifteen (15) days prior to the commencement of the first full or partial fiscal year and fifteen (15) days prior to each full fiscal year thereafter, the City will mail to the owner of each Parcel, at the address the Anoka County Assessor's office maintains for the distribution of real estate tax statements for the Parcel, a notice setting forth the Parking Maintenance Costs set forth in the City Council's approved budget of Parking Maintenance Costs for the upcoming fiscal year, the Allocated Share attributable to the owner's Parcel for the upcoming year, the amount of the Parking Maintenance Costs for the upcoming fiscal year that the City Council has allocated to the Parcel for that fiscal year pursuant to the resolution described in Section 9 and the amount of the monthly installment of the allocated amount. The notice will not include a copy of the approved budget, but a Parcel owner may obtain a copy of an approved budget from the City upon request.

12. **Payment of Allocated Parking Maintenance Costs.** The owner(s) of each Parcel must pay to the City the amount of the Parking Maintenance Costs that the City Council has allocated to the Parcel for that fiscal year pursuant to the resolution described in Section 9 and such amount is due and payable to the City in a single installment or in multiple installments on the date or dates set forth in said resolution. Each Parcel owner is personally liable for the payment of the share of Parking Maintenance Costs the City allocates to the owner's Parcel and any additional amounts due pursuant to Section 14. The City may commence an action in Anoka County District Court against any owner that does not pay such amounts to the City when and as they are due. If a Parcel has more than one owner, all owners are jointly and severally liable to the City for the full amount of the Parking Maintenance Costs the City allocates to the owners' Parcel and any additional amounts due pursuant to Section 14. An owner may not withhold payment of amounts due under this Agreement as a set-off against claims which the owner asserts against the City under this Agreement or otherwise. If an owner fails to pay an installment of Parking Maintenance Costs on or before the date due, the unpaid installment accrues interest from the date due until the installment is paid in full at a rate of interest equal to the lesser of 12% per annum or the highest rate allowed by law. If the City uses all commercially reasonable efforts to collect delinquent payments, but as a result of an owner's bankruptcy or otherwise the City is unable to recover the delinquent payments from the responsible owner, the amount of the unrecoverable, delinquent payments shall be a Parking Maintenance Cost. If a Parcel owner fails to pay the annual installment of Parking Maintenance Costs when due and the City engages legal counsel to assist the City in collecting the delinquent payments, the City may also recover its reasonable attorneys' fees and costs associated with the collection of the delinquent payments from the Parcel owner. To the extent the City is unable to recover its reasonable attorneys' fees from the delinquent owners, such fees shall be a Parking Maintenance Cost.

13. **Failure to Approve a Budget or to Adopt a Resolution Allocating Costs.** The City Council's failure to approve a budget or to adopt a resolution allocating Park Maintenance Costs among the Parcels pursuant to Sections 8 and 9 above or the City's failure to send the notice described in Section 11 above does not constitute the City's waiver or release of a Parcel owner's obligation to pay its Allocated Share of Parking Maintenance Costs, and in the absence

of an approved budget, a resolution allocating Park Maintenance Costs among the Parcels or an annual notice, for a given fiscal year, each Parcel owner must pay, on or before the first day of each fiscal year, an amount equal to the amount of the prior fiscal year's allocation of Parking Maintenance Costs until the City Council approves a budget and adopts a resolution allocating Parking Maintenance Costs for that fiscal year and the City provides mailed notice of the information described in Section 11.

14. **Deficits, Surpluses, Annual Audit and Audit Rights.** On or before the 60th day of each fiscal year the City will determine if the actual Parking Maintenance Costs for the prior fiscal year were more than or less than the amount set forth in the City Council's approved budget for that prior fiscal year and will mail to the owner of each Parcel, at the address the Anoka County Assessor's office maintains for the distribution of real estate tax statements for the Parcel, a notice stating the amount of the deficit or surplus or a statement that there is no deficit or surplus. If there is a deficit, each owner is obligated to pay to the City, within 30 days after the owner's receipt of the notice described in this Section 14, an amount determined by multiplying the amount of the deficit by the Allocated Share assigned to the owner's parcel during the prior fiscal year. If there is a surplus, the City must credit against the amounts due from each Parcel owner in the following fiscal year an amount determined by multiplying the amount of the surplus by the Allocated Share assigned to the owner's Parcel during the prior fiscal year. The notice described in this Section 14 must, in addition to stating the amount of the surplus or deficit, state the Allocated Share assigned to each Parcel in the prior fiscal year and, in the case of a deficit, the additional amount each Parcel owner is obligated to pay pursuant to this Section 14 or, in the case of a surplus, the amount of the credit each owner will receive. The City must maintain a separate fund which isolates the financial activities relating to the operation, maintenance, repair and replacement of the District A Parking Improvements. The City will have this fund included in the City's annual audit. Any additional auditing cost the City incurs to include this separate fund in the City's annual audit is a Parking Maintenance Cost for the year in which the audit is conducted. The City must make the City's books and records relating to the Parking Maintenance Costs the City incurs and the City's allocation of the Parking Maintenance costs among and collection of Parking Maintenance Costs from the Parcel owners available for to Parcel owners for inspection, examination and copying during the City's regular business hours. The City may require a Parcel owner that desires to inspect, examine or copy the City's books and records to provide the City with reasonable advance notice to allow the City to assemble the books and records and may charge the Parcel owner the City's actual cost for i) any staff time devoted to assembling the books and records and monitoring the Parcel owner or its representative during his or her inspection and examination and ii) any copies the Parcel owner requests. At the request of a Parcel owner, the City will submit the City's books and records to an independent certified accountant selected by the Parcel owner for review and audit. If the review and audit discloses an error in the City's calculation or allocation of Parking Maintenance Costs, the City will determine the amount of the deficit or surplus resulting from such error and refund such surplus or collect such deficit from the Parcel owners in the manner described in this Section; provided, however, the City will only address errors occurring during the fiscal year in which the audit is conducted and the preceding two fiscal years. The Parcel owner or owners who commissioned the review and audit are solely responsible for its cost.

15. **The City's Lien for Unpaid Parking Maintenance Cost.** The City has a lien on each Parcel for the amount of the Parking Maintenance Costs the City Council allocates to the

Parcel pursuant to Section 9 and for any additional amounts due with respect to the Parcel under Section 14. To provide record notice of its lien, the City must record a notice of lien in the Anoka County land records. A notice of lien must include the legal description of the Parcel subject to the City's lien and the amounts due with respect to the Parcel as of the date of the notice of lien. The City's lien has priority over all liens, encumbrances and other interests that are first recorded in the Anoka County land records after the City's recording of its notice of lien. The City may only foreclose its lien by judicial action. Foreclosure by advertisement is not permitted. The period of redemption for Parcel owners is six months from the date of the foreclosure sale. If the City brings an action to recover a judgment for unpaid Parking Maintenance Costs (whether or not the City elects to also foreclose its lien), the City may also recover interest, as described above, and all costs of collection, including reasonable attorneys' fees and costs. The City may, in the future, seek to amend its Charter to permit the City to specially assess amounts due under this Agreement against a Parcel if such amounts are not paid when and as they are due under the terms of this Agreement.

16. **Damage or Destruction, Insurance and Waivers of Claims.** If the District A Parking Improvements are damaged or destroyed, the City will repair such damage or destruction or, if the City determines that it is in the City's best interest to replace the damaged District A Parking Improvements, the City will replace the damaged or destroyed District A Parking Improvements. The City must commence such repair or replacement within 6 months of the date of the damage or destruction and must complete such repair or replacement within 12 months of the date of such damage or destruction. The cost of such repair or replacement will be a Parking Maintenance Cost, but the City must use insurance proceeds and reserve funds, to the extent available, to finance such repair or replacement. If insurance proceeds and reserve funds are insufficient to finance the cost of repair or replacement, the City may finance the repair or replacement from other sources and reimburse itself or repay third parties from future collections of Parking Maintenance Costs. The City must obtain and maintain casualty insurance insuring the District A Parking Improvements. The City must obtain the casualty insurance through the League of Minnesota Cities or from an insurance company that is licensed in the State of Minnesota and that has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Insurance Reports. The City must maintain insurance for the full replacement cost of any insurable improvements that constitute a part of the District A Parking Improvements, subject to a deductible in an amount the City Council determines; provided the amount of the deductible may not exceed one-half of one percent of the replacement cost of the District A Parking Improvements as reasonably estimated by the City Council from time-to-time. The cost of the casualty insurance and the amount of any deductible, in the event of an insured loss, are Parking Maintenance Costs. The City hereby releases the Parcel owners, the Parcel owners' tenants, and the Parcel owners' and Parcel owners' tenants, employees, customers, guests and invitees from claims for damage to or destruction of the District A Parking Improvements to the extent, and only to the extent, that damage to the District A Parking Improvements are covered by the insurance the City maintains pursuant to this Section 16 and the City is actually able to recover the cost of repairing the damage under its insurance policy.

17. **Amendments.** This Agreement may be amended, at any time, with the written consent of the fee owner of each Parcel in Parking District A. To be effective the amendment must be executed and acknowledged by each such Parcel owner and the amendment must be

recorded in the appropriate County land records. In addition, the City may amend this Agreement pursuant to Section 18 and 19 below.

18. **Changes to Parking District A.** At any time and from time to time and without the consent of the Parcel owners, except as provided in Section 18.1 below, the City may (A) amend this Agreement to redefine Parking District A to include additional portions of the HRA Property; to subject the included portions of the HRA Property to covenants and restrictions set forth in this Agreement and to extend the easements granted in Section 4.1 to the included portions of the HRA Property; or (B) amend this Agreement to remove all or portions of the HRA Property or all or portions of the City Property from Parking District A; release the removed property from the covenants and restrictions set forth in this Agreement and terminate the easements this Agreement grants to those Parcels; provided that:

(a) The owner of any Parcel removed from Parking District A consents to the amendment removing the owner's Parcel from Parking District A, and the owner of any property added to Parking District A consents in writing to the amendment adding the owners property to Parking District A; and

(b) The City also amends the District A Parking Plan to reflect the removal of Parcels and/or the addition of property. In the amended District A Parking Plan, the number of parking spaces in the District A Parking Improvements that are allocated to the property being added to Parking District A must equal the number of Parking Spaces allocated to the Parcel(s) being removed from Parking District A unless the City is also amending the District A Parking Plan as described in Section 4 above to increase or decrease the number of Parking Spaces allocated to Parcels that are not being added to or removed from Parking District A. In any event, an amendment to the District A Parking Plan that the City adopts in connection with an amendment to this Agreement cannot increase a Parcel owner's Allocated Share without the consent of that Parcel owner.

19. **Additional Parking Improvements.** At any time and from time to time and without the consent of the Parcel owners, except as provided in Section 19.2 below, the City may amend this Agreement to include expansions of the District A Parking Improvements, additional parking ramps in Parking District A or surface parking lots in Parking District A (collectively, "**Future Parking Improvements**") in the definition of the District A Parking Improvements and may adopt a corresponding amendment to the District A Parking Plan provided that:

(a) The City also amends the District A Parking Plan to allocate the parking spaces in the Future Parking Improvements among Parcels in Parking District A, as the same may be redefined pursuant to Section 18 above, and to amend the Allocated Share of each Parcel to reflect the number of Parking Spaces allocated to that Parcel by the amendment and to reflect the increase in the total number of parking spaces in the District A Parking Improvements; and

(b) The owner of each Parcel to which the amended District A Parking Plan allocates additional parking spaces consents in writing to the amendment.

20. **Transfers.** Whenever a transfer occurs in the ownership of a Parcel, the transferor has no liability for defaults under this Agreement occurring after the date the

instrument of transfer is recorded in the Anoka County land records, but the transferee is liable for defaults occurring prior to the date of the transfer except to the extent the City is barred from asserting a claim against the transferee as a result of an estoppel certificate the City has provided pursuant to Section 21 below.

21. **Estoppel Certificates.** Upon the written request of a Parcel owner, the City will provide the Parcel owner and any prospective purchaser from or lender to the Parcel owner with an estoppel certificate stating, to the best of the City's actual knowledge, that this Agreement is in full force and effect, that this Agreement has not been modified or amended except as described in the estoppel certificate and that the Parcel owner requesting the certificate is not in default in the payment of any amounts due under this Agreement or if such a default exists, the amount in default.

22. **Easements and Covenants to Run With Title.** The benefits and the burdens of the easements and the covenants in this Agreement run with title to each Parcel in Parking District A and inure to the benefit of and are binding on the Parcel owners and their respective heirs, personal representatives, and successors in title.

23. **Termination of the Original PUMA.** Upon the recording of this Agreement in the Anoka County Land Records, the Original PUMA is terminated and is of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

(Signatures appear on following pages)

EXHIBIT A

LEGAL DESCRIPTION OF THE CITY PROPERTY

Lots 1, 1A, and 2, Block 1 COR ONE, Anoka County, Minnesota, according to the recorded plat thereof.

EXHIBIT B

LEGAL DESCRIPTION OF THE HRA PROPERTY

Lot 3, Block 1 and Outlots A and B, COR ONE, Anoka County, Minnesota, according to the recorded plat thereof.

EXHIBIT C

LEGAL DESCRIPTION OF PARKING DISTRICT A

Lots 1, 1A, 2 and 3, Block 1, COR ONE, Anoka County, Minnesota, according to the recorded plat thereof.

EXHIBIT D-1

DEPICTION OF THE EXCLUSIVE EASEMENT AREA

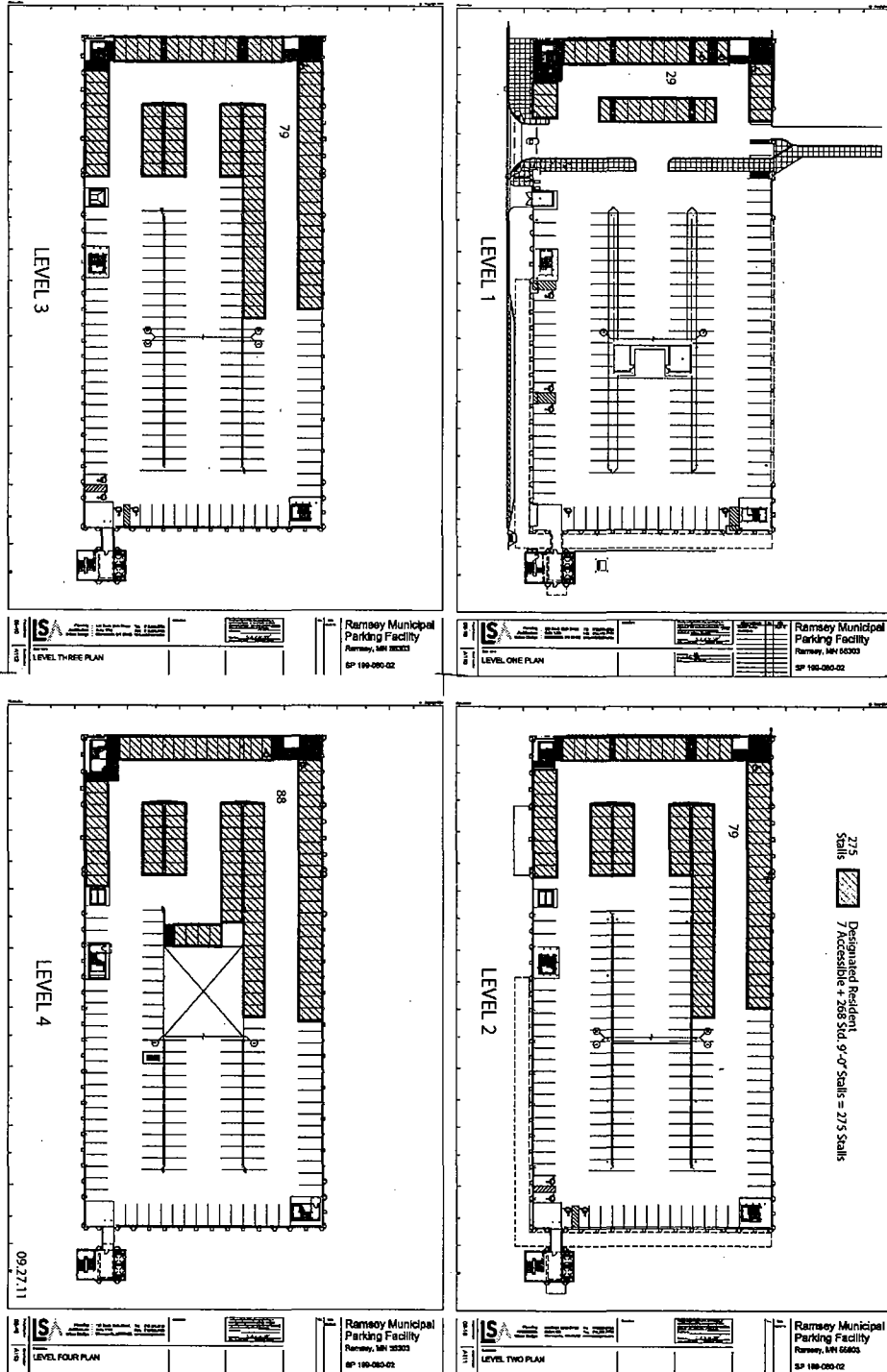


EXHIBIT D-2

LEGAL DESCRIPTION OF THE EXCLUSIVE EASEMENT AREA

[To be completed after recording, by subsequent amendment, pursuant to Section 3(l)]

ANOKA COUNTY MINNESOTA

Document No.: 508341.011 TORRENS

I hereby certify that the within instrument was filed in this
office for record on: 05/03/2012 3:14:00 PM

Fees/Taxes In the Amount of: \$66.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

CGT, Deputy *LRK*

Record ID: 2491126

ANOKA COUNTY MINNESOTA

Document No.: 2031856.006 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 05/03/2012 3:14:00 PM

Fees/Taxes In the Amount of: \$46.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

CGT, Deputy

Record ID: 2491124

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402