

City of Ramsey
Agenda
Housing and Redevelopment Authority (HRA)
Regular Session
Tuesday April 9, 2013
Immediately Following City Council
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Citizen Input**
3. **Approve Agenda**
4. **Approve Minutes**
 1. Approve the Following Meeting Minutes:
 1. HRA Work Session - March 19, 2013
 2. HRA Regular - March 26, 2013
5. **HRA Business**
 1. Purchase of Services Agreement between the Housing and Redevelopment Authority in and for the City of Ramsey (the "HRA") and Landform Professional Services, LLC
 2. FOR DISCUSSION ONLY: Receive Update and Consider Plan to Complete Stage I Improvements for COR TWO (Sunwood Retail Area) Located at the Southeast Intersection of Sunwood Drive and Armstrong Boulevard.
6. **Development Team Report**
7. **Commissioner Input**
8. **Adjournment**

HRA Regular Session

4. 1.

Meeting Date: 04/09/2013

By: Jo Thieling, Administrative Services

Information

Title:

Approve the Following Meeting Minutes:

1. HRA Work Session - March 19, 2013
2. HRA Regular - March 26, 2013

Background:

Meeting minutes attached.

Funding Source:

N/A

Action:

Motion to approve the following meeting minutes

1. HRA Work Session - March 19, 2013
 2. HRA Regular - March 26, 2013
-

Attachments

031913 HRA WS Mts

032613 HRA Reg Mts

Form Review

Form Started By: Jo Thieling

Started On: 04/04/2013

Final Approval Date: 02/07/2013

**HOUSING AND REDEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Housing and Redevelopment Authority conducted a Work Session meeting on Tuesday, March 19, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Randy Backous
 Commissioner David Elvig
 Commissioner Mark Kuzma
 Commissioner John LeTourneau
 Commissioner Chris Riley

Members Absent: Commissioner Sarah Strommen
 Commissioner Jason Tossey

Also Present: HRA Executive Director Kurtis Ulrich
 Deputy Executive Director Timothy Gladhill
 Finance Director Diana Lund
 Interim Engineer Shane Nelson

1. CALL TO ORDER

Chairperson Backous called the Work Session meeting of the Housing and Redevelopment Authority to order at 8:28 p.m.

2. TOPICS FOR DISCUSSION

2.01: Staff Update

HRA Executive Director Ulrich reported on The COR transitioning out of the contract with Landform as Development Manager. He reviewed the incentives paid to Landform and estimate of costs remaining to be paid. It was noted the HRA will retain some payment until it has received all intellectual property requested including plans, CAD drawings, engineering drawings, prospects, dashboard, and other items that have been submitted in writing to Landform.

Deputy Executive Director Gladhill reported the City received an offer today from a workforce housing developer that will be presented at the March 26, 2013, meeting.

HRA Executive Director Ulrich reviewed the status of developments in process.

Commissioner Riley asked about the status of the infrastructure improvements.

Deputy Executive Director Gladhill explained the determination of who will build the infrastructure has not yet been made but a plat could be recorded and moved forward.

Commissioner Elvig noted at the end of the year, there had been pushback from the Development Manager saying if the liquor store is not sold, they are doing only a portion of the infrastructure. He indicated he had assumed the City was doing all of the infrastructure for the three plats but now it sounds as if SuperAmerica will do some of the infrastructure

HRA Executive Director Ulrich clarified that the HRA had always planned to pay for all of the infrastructure improvements but be reimbursed when each piece pays for its own portion of the costs.

Deputy Executive Director Gladhill indicated the HRA had approved the soft costs but not yet gone out for bid or approved a contract for construction. It was noted the design work went to Landform.

HRA Executive Director Ulrich explained the proposal with Jeff Wise was to put in the infrastructure and the HRA would then be reimbursed by McDonalds and SuperAmerica. However, with the City footing the costs, it is more of a risk in case the property is not sold. HRA Executive Director Ulrich continued review of projects in process, noting the Connexus cost was \$31,000 but it had been estimated by Connexus at \$22,000. He advised that Connexus has indicated it would go with that as the cost and contribute a portion. HRA Executive Director indicated the HRA wants Landform and WSB to each pay one-third of the cost, \$3,722, and while WSB has said they would pay that amount, Landform has refused to pay.

Commissioner Elvig raised the option of the HRA paying Landform's share, as the landowner has the right to do on their behalf and if Landform desires, it can exercise its lien rights.

HRA Executive Director Ulrich stated based on past discussion with the HRA, the City has paid \$12,500 of the bill and is in good stead with Connexus. Now it is a matter of the balance and whether to pay and try to collect from the consultants (WSB and Landform).

Finance Director Lund advised that the \$3,722 amount was deducted from the amount indicated the City still owes to Landform.

HRA Executive Director Ulrich presented next steps that will be addressed by the HRA at its meeting in April.

Chairperson Backous suggested waiting to make any decisions until the Economic Development Manager is hired.

HRA Executive Director Ulrich recommended holding discussions about land sales strategy in The COR.

Commissioner Kuzma asked when the City will hear about the bonding bill, noting that will be an impact.

HRA Executive Director Ulrich estimated the end of May, at the end of the Legislative session. He noted discussions can be held with a decision not made until the Economic Development Manager is on staff.

Commissioner Riley supported holding discussion and moving forward, noting the Economic Development Manager will be taking the HRA's direction. He stated he would like to wait for the bonding bill prior to sale.

Commissioner LeTourneau asked about coming up with a list of variables, conditions, and assumptions the HRA may want to consider, perhaps with 30 different directions to take including cost of the land, whether to sell in pieces or in whole, whether to use a broker or sell land in The COR to speculators. He suggested those questions be posed in a survey for the HRA and other stakeholders to fill out and staff can then aggregate that information for discussion. Commissioner LeTourneau noted that would be a way to get a lot of the assumptions on the table and focus on how to move the discussion forward.

Chairperson Backous stated he hoped the Economic Development Manager has experience in how to approach these issues. He felt there may be value in getting that person's input on the best way to proceed before the HRA makes a decision that has to be reversed.

Commissioner LeTourneau stated he thinks the Economic Development Manager will be asking the HRA for their standing on certain points and providing that information will allow the Economic Development Manager to respond whether it is accurate or they have another opinion. He stated if someone is interested in purchasing, he thinks that conversation should be held but he also thinks there are different expectations on what this should look like. Once gathered, that information can be given to the Economic Development Manager for his recommendation and to provide other options.

Commissioner Riley asked if resumes have been received for the Economic Development Manager.

HRA Executive Director Ulrich answered that about a dozen resumes have been received.

Commissioner Elvig supported the suggestion of Commissioner LeTourneau to come up with assumptions since this is a new Council and the HRA is taking a different direction. He supported taking time now so when the Economic Development Director is on board, he/she can "hit the ground running." He asked if the HRA does any monthly advertising of The COR.

HRA Executive Director Ulrich stated The COR is advertised through Facebook and could qualify to be included on the State listing. In addition, the City's website has a link to The COR that lists available properties and the City's newsletter includes a COR report but mailers have not been used.

Deputy Executive Director Gladhill reported the Northstar Station has been a big marketing piece and most inquiries have been tied to that station now being opened.

HRA Executive Director Ulrich stated he and Deputy Executive Director Gladhill met with the Northstar Corridor Development Association who had ranked Ramey as the number one station for commercial and retail development and population growth potential. He stated once that report is received, it will be provided to the HRA and can be posted to the City's website.

Commissioner Elvig supported moving forward so momentum in The COR is not lost between now and when the Economic Development Manager is hired.

Commissioner Riley stated the City has a story to tell and agreed with the importance of keeping a positive spin in front. He stated the City needs to be proactive with the contracts that are wavering, noting they were announced in October and not yet finalized.

Commissioner LeTourneau stated he does not disagree with the idea of a marketing focus or being concerned about inertia and moving forward. However, the bigger question is whether there is an assumption the City is not doing enough or not enough is occurring. He stated the City has been doing a lot including the hiring of an Economic Development Manager as well as a new City Engineer. Commissioner LeTourneau asked if the question is the need to do even more or to be more cognitive of the greater need.

Chairperson Backous acknowledged there has been a lack of communication from January to now and agreed with the need for regular and valid updates.

Commissioner Elvig stated with growth, he has found you are always behind. He supported the suggestion to discuss the direction of The COR prior to hiring an Economic Development Manager.

HRA Executive Director Ulrich stated tax increment financial projections will be part of the 2013 Work Plan and considered after hiring the Economic Development Manager. A financial consultant will be hired to perform this work utilizing TIF administrative funds.

Commissioner Elvig stated support to transition away from Landform as soon as possible since otherwise it can become distracting.

HRA Executive Director Ulrich stated he will contact Chairperson Backous relating to the legal review.

The consensus of the HRA was to move forward with discussion of The COR including a survey of HRA, EDA, and pertinent staff members on their assumptions relating to the cost of the land, whether to sell in pieces or in whole, whether to use a broker or sell land in The COR to speculators, etc.

3. DEVELOPMENT TEAM REPORT

None.

4. COMMISSIONER INPUT

None.

5. ADJOURNMENT

Motion by Commissioner LeTourneau, seconded by Commissioner Riley, to adjourn the Work Session meeting of the Housing and Redevelopment Authority.

Motion carried.

The Work Session of the Housing and Redevelopment Authority adjourned at 9:16 p.m.

Respectfully submitted,

Kurtis G. Ulrich
HRA Executive Director

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

**HOUSING AND REDEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Housing and Redevelopment Authority conducted a regular meeting on Tuesday, March 26, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Randy Backous
 Commissioner David Elvig
 Commissioner Mark Kuzma
 Commissioner John LeTourneau
 Commissioner Chris Riley
 Commissioner Sarah Strommen
 Commissioner Jason Tossey

Members Absent: None

Also Present: HRA Executive Director Kurtis G. Ulrich
 Deputy Executive Director Timothy Gladhill
 Assistant to the City Administrator Patrick Brama
 City Attorney William Goodrich
 Development Manager Darren Lazan

1. CALL TO ORDER

Chairperson Backous called the regular meeting of the Housing and Redevelopment Authority to order at 8:29 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVAL OF AGENDA

Motion by Commissioner Tossey, seconded by Commissioner Kuzma, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Backous, Commissioners Tossey, Kuzma, Elvig, LeTourneau, Riley, and Strommen. Voting No: None.

4. APPROVAL OF MINUTES

Motion by Commissioner Tossey, seconded by Commissioner LeTourneau, to approve the following minutes:

Regular Meeting Minutes dated February 26, 2013

Motion carried. Voting Yes: Chairperson Backous, Commissioners Tossey, LeTourneau, Elvig, Kuzma, Riley, and Strommen. Voting No: None.

5. HRA BUSINESS

5.01: Consider Offer to Purchase Property at Sunwood Drive and Peridot Street (Portions were closed to the public)

Deputy Executive Director Gladhill reviewed the staff report and offer to purchase approximately 14.72 acres located at the southeast intersection of Sunwood Drive and Peridot Street (future), approximately 10-14 acres that is zoned COR-3. He recommended the HRA consider this offer in closed session during which staff will present the offer and pricing information.

Richard Palmiter, real estate broker with CBRE, stated he has been engaged by the Charter School Fund to search for property opportunities throughout the Metro area with a focus on The COR in Ramsey. He stated urgency is the order of the day so the project can be moved forward.

Commissioner Elvig asked if they have considered other properties in Ramsey.

Mr. Palmiter stated they looked at properties adjacent to The COR but issues drew them back into The COR. He stated the issues are availability, cost, assessments tied with the property, parcel assembly, and how quickly property owners can respond to make things happen. They think a location within The COR resolves those issues and would result in the best opportunity for success.

City Attorney Goodrich advised that under Minnesota Statutes, Section 13D.05, Subd.3(c), the meeting can move into closed session to discuss whether to accept a sale price or counter offer. He indicated closed session discussion will relate to property sale of portion of Outlot GG, Ramsey Town Center, a 14.72 acres located at the southeast intersection of Sunwood Drive and Ramsey Boulevard. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Commissioner Elvig, seconded by Commissioner Kuzma, to move to Closed Session to discuss acquisition negotiations.

Motion carried. Voting Yes: Chairperson Backous, Commissioners Elvig, Kuzma, LeTourneau, Riley, Strommen, and Tossey. Voting No: None.

The HRA meeting moved into a Closed Session at 8:34 p.m.

The HRA reconvened in Open Session at 8:43 p.m.

City Attorney Goodrich stated the HRA met in Closed Session and held discussion on the purchase offer and the consensus was to reject the offer and not make a counter offer.

Commissioner Elvig stated this is a nice project but the dollars offered was not appropriate for this parcel. He supported staff working with the Charter School Fund to find a more appropriate property.

Mr. Palmiter stated he is a listing broker, acting for the first time as a buyer's representative, and saw this as a worthy project. He stated he understands the City's vision for The COR and will work to find something that will work as he thinks the City deserves a school such as this.

5.02: Consider Offer to Purchase Property at Sunwood Drive and Sapphire Street (Portions were to the public)

Deputy Executive Director Gladhill stated the HRA had received an offer from MWF Properties for property located in Outlot B, Ramsey Towne Center 11th Addition.

City Attorney Goodrich advised that under Minnesota Statutes, Section 13D.05, Subd.3(c), the meeting can move into closed session to discuss confidential or non-public appraisal data and acquisition negotiations. He indicated closed session discussion will relate to property sale of Outlot B, Ramsey Towne Center 11th Addition of about 4 acres in size at Sunwood Drive and Sapphire Street. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Commissioner Tossey, seconded by Commissioner Riley, to move to Closed Session to discuss acquisition negotiations.

Motion carried. Voting Yes: Chairperson Backous, Commissioners Tossey, Riley, Elvig, Kuzma, LeTourneau, and Strommen. Voting No: None.

The HRA meeting moved into a Closed Session at 8:48 p.m.

The HRA reconvened in Open Session at 8:58 p.m.

City Attorney Goodrich stated the HRA met in Closed Session to consider an offer and the consensus of the HRA was to not accept the offer or counter offer for Outlot B, Ramsey Town Center 11th Addition, comprised of approximately 4.03 acres and located at the northwest intersection of Sunwood Drive and Sapphire Street and suggest they continue to work with staff to identify other sites.

6. DEVELOPMENT TEAM REPORT

HRA Executive Director Ulrich stated March 31, 2013, is the end of the Landform contract to move The COR forward and staff had been asked to provide an update.

Development Manager Lazan provided an update on open items in The COR as this is the last week of the Landform development management contract. He stated there are four active projects: 1) McDonalds is under agreement at the southeast corner of Sunwood Drive and Armstrong Boulevard and are anxious to get started but concerned the common improvements are not underway or the plat recorded; 2 and 3) SuperAmerica has two active purchase agreements, one in the Sunwood retail area and one on the other end at Sunwood Drive and Ramsey Boulevard. Both sites are under agreement but when the Sunwood retail area timeline changed they were not able to close. SuperAmerica would like to start this spring on both sites so he needs to work through resolving the plat for recording; and, 4) North Commons is where a builder placed a deposit on the first lot but construction needs to be completed and the plat recorded so the parcels can be sold.

Development Manager Lazan stated those are the four active development deals plus there are a handful of coordination items including the PUMA parking agreement, Flaherty and Collins, finalizing the plat for COR 2, 3, and 4, finalizing the AUAR, the North Commons stormwater resolution, and management plan. They will finalize the grading and earth work plan once the stormwater issue is resolved. With the SuperAmerica on the east end, the access configuration needs to be resolved on the south side of Sunwood Drive to move forward with that real estate deal. There is also the issue of construction of the initial improvements in the middle of Sunwood Drive. Development Manager Lazan indicated those issues are engineering contracts and not tied to the Landform development management contract. He stated he had already provided HRA Executive Director Ulrich with a more detailed report on the outstanding items.

Commissioner Riley asked what is holding up the plat recording for COR 2 and 3.

Development Manager Lazan stated he has been unable to work on the project for the last three weeks due to a payment dispute with the City. That dispute was resolved this afternoon so they can now finalize easements for recording the plat, which has been executed and needs supporting documents.

Commissioner Riley asked if either of the two SuperAmerica sites are under contract.

Development Manager Lazan explained the SuperAmerica contract terminated last fall but they expressed interest in renewing contracts and in performing the initial improvements that the HRA approved undertaking, if needed, for McDonalds.

HRA Executive Director Ulrich stated staff is prepared to transition the open items and perform the work. He stated he thinks the list is fairly completed in items done and the City is requesting intellectual plans and engineering drawings to continue the effort and complete the work. The City has not yet received those documents.

Development Manager Lazan stated there are no issues on that front and that information is electronic data on a cloud drive. He stated he will make that data available and work with staff to transition those documents to the City.

Chairperson Backous thanked Development Manager Lazan for his work the past three years to clear property issues, rebrand to The COR, and bring Ramsey forward in that regard.

HRA Executive Director Ulrich stated the next HRA meeting is April 9, 2013, during which staff hopes to get direction relating to on-going contract disputes.

7. COMMISSIONER INPUT

None.

8. ADJOURNMENT

Motion by Commissioner LeTourneau, seconded by Commissioner Kuzma, to adjourn the regular meeting of the Housing and Redevelopment Authority.

Motion carried.

The regular meeting of the Housing and Redevelopment Authority adjourned at 9:10 p.m.

Respectfully submitted,

Kurtis G. Ulrich
HRA Executive Director

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Meeting Date: 04/09/2013

Submitted For: Kurt Ulrich

By: Kurt Ulrich, Administrative Services

Information

Title:

Purchase of Services Agreement between the Housing and Redevelopment Authority in and for the City of Ramsey (the "HRA") and Landform Professional Services, LLC

Background:

The current Development Management (DM) contract for The COR at Ramsey was terminated on March 31, 2013. The current contract has been in effect for two years and preceded the original contract of April 2010, and preliminary work that was done by Landform starting in 2009.

The contract provided for a variety of development management services relative to the COR in exchange for compensation in the form of "Administrative Compensation," "Incentive Compensation," and Additional Compensation."

Recently the City received two documents (attached) asserting that Landform should not be compensated for services that Landform has provided to the HRA because its services performed under the contract constitute serving as a real estate broker or agent. An exhibit is attached that illustrates what the City would have paid to a broker (7% of land sale price) as compared to Landform (2% of development capital cost, as adjusted) for five representative projects. The Landform compensation recognizes the broader level of service provided by Landform per the contract.

The City HRA Attorney, Mr. Bray, has reviewed all relative documents and prepared a memo that is attached. Subsequent to that memo, the HRA authorized a legal review memo from an independent firm that substantially confirmed the courses of action outlined by Mr. Bray. This memo is not in the attachments, and is currently classified confidential, pending consultation with the authoring attorney.

This meeting is to discuss Mr. Bray's memo and alternatives available to the HRA in regard to the Landform contract.

Observations/Alternatives:

It is recommended that the HRA review and discuss the HRA Attorney's proposed alternative actions. While the information discussed is of potentially sensitive legal nature, state statute does not allow a closed session of the Council unless there is current or pending litigation. The HRA Attorney has advised that these options and opinions be discussed in public at this time.

Currently, the City has several other contracts with Landform that are in various stages of completion for plats, storm water management, and planning efforts. In regard to development related efforts, the Development Manager's contract provides that incentive fees are to be paid for any HRA Contracts with third parties, for a period of fifteen month following termination.

Recommendation:

HRA Attorney, Tom Bray, will be in attendance at the meeting to discuss the following options as he has outlined:

1. Pay in full per the contract;
2. Determine if Landform would be willing to meet and attempt to negotiate a mutually acceptable resolution or would be willing to jointly engage a mediator or arbitrator to assist in resolving the issue.
3. Notify Landform that the HRA intends to withhold some portion of the amounts owing and if Landform

objects, commence a declaratory judgment action seeking an adjudication of the parties rights.

4. Pay what the HRA deems it owns, withhold the balance..

The above courses of action have various strengths and weaknesses that will be reviewed by the attorney, to determine which course of action might be acceptable to the HRA. Staff supports recommendation number two above, as offering the best alternative to achieve a smooth and productive transition, and a clean resolution to mutual obligations under the contract.

Funding Source:

No funding necessary at this time.

Action:

Review options with the HRA Attorney and select a course of action. Staff supports recommendation number two above.

Attachments

Briggs Memo

Landform V Boker

landform 1

landform 2

landform Attny

Landform contract

Letter Opinion

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich (Originator)	Kurt Ulrich	04/04/2013 06:10 PM
Form Started By: Kurt Ulrich		Started On: 04/04/2013 04:30 PM
	Final Approval Date: 04/04/2013	

[Redacted] The Housing and Redevelopment Authority in and for the City of Ramsey expressly preserves and does not waive the right to designate future communications with legal counsel as protected by the attorney client privilege and to deem certain information to be classified as protected, non-public data pursuant to Minnesota Statute Section 13.02 subd. 13 and confidential pursuant to Minnesota Statute Section 13.02 subd. 3 to the extent a civil legal action exists. [Redacted]

MEMORANDUM

TO: The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, Attention: Mr. Kurt Ulrich, Executive Director

FROM: Thomas L. Bray **TLB**

DATE: February 9, 2013

RE: Purchase of Services Agreements between the Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA") and Landform Professional Services, LLC

I. THE DOCUMENTS

This Memorandum summarizes and advises the HRA regarding legal issues identified in the three documents listed below. The three documents in question are:

1. An untitled, undated and unsigned memorandum anonymously delivered to various members of the HRA board and other parties (the "Unattributed Memorandum"). The Unattributed Memorandum consists of 9 pages, but pages 7 through 9 appear to be a portion of an earlier draft rather than a part of the body of the memorandum;
2. The memorandum dated January 1, 2013, prepared by John M. Huberty and addressed to William A. Erhart (the "Huberty Memorandum");
3. A letter dated January 31, 2013 sent by Rob Shainess of Capstone Law to the HRA's executive director, Kurt Ulrich (the "Shainess Letter").

II. SUMMARY OF THE THREE DOCUMENTS

1. The Unattributed Memorandum.

It appears the author of the Unattributed Memorandum did not have access to either the April, 2010 Purchase of Services Agreement or the March, 2011 Purchase of Services Agreement between the HRA and Landform and who also did not have knowledge of the actions Landform actually undertook pursuant to those Agreements. The Unattributed Memorandum assumes that Landform and/or Mr. Lazan performed services for the HRA which included services for which a real estate broker's license would be required under Minnesota Statutes Chapter 82.

The "Law and Discussion" Section of the Unattributed Memorandum cites and discusses the relevant Statutes and case law that define when a real estate broker's license is required under Minnesota law; cites Minnesota Statutes Section 82.85 for the proposition that "No person shall bring or maintain any action in the courts of this state for the collection of compensation for the performance of any of the acts for which a license is required under this chapter [Chapter 82] without alleging and proving that the person was a duly licensed real estate broker, sales person, or closing agent at the time the alleged cause of action arose." And, in the "carryover" portion of the memorandum, accurately cites Minnesota Statutes Section 82.83 for the proposition that any person who violates any provisions of Minnesota Statutes Chapter 82 is guilty of a gross misdemeanor. We have not checked each of the case citations in this Section, but I generally agree with the Unattributed Memorandum's statement of the law. I do not, however, agree with all of its conclusions.

The Unattributed Memorandum concludes that the Purchase and Services Agreements between the HRA and Landform are unenforceable and Landform is not entitled to compensation for any of its services provided pursuant to the Agreements. As discussed with respect to the Huberty Memorandum and the Shainess letter below, this conclusion appears to be overly broad. The Purchase and Services Agreements contemplate Landform providing numerous different services to the HRA. Only some of these services are services for which a real estate broker's license is required under Minnesota Statute Chapter 82. Based on the express language of Minnesota Statutes Section 82.85, it would appear that Landform may not have access to Minnesota courts to collect compensation due under the Purchase and Services Agreements for the performance of any of the acts for which a real estate broker's license is required, but the author of the Unattributed Memorandum does not offer any support for the conclusion that Landform cannot enforce the contract and collect compensation for the other Landform services provided.

The Unattributed Memorandum closes with a very brief discussion of ". . . whether the City of Ramsey¹ should pay it [the compensation contemplated in the Purchase and Services

¹ The Unattributed Memorandum and the Huberty Memorandum make various references to the City of Ramsey which appear to be based upon the author's failure to recognize that the City of Ramsey and the Housing and

Agreements] anyway.” The author of the Unattributed Memorandum first argues that the City should not voluntarily pay Landform the 2% “Incentive Compensation” provided for in the Purchase of Services Agreements because to do so would violate public policy. The author of the Unattributed Memorandum does not cite any legal authority for the proposition that the HRA is prohibited from paying Landform because to do so would violate public policy, and we were unable to find any Minnesota case law directly addressing this issue. We did find one case that is slightly analogous that appears to stand for the proposition that if the HRA received a benefit from any “broker services” Landform may have provided, that a taxpayer suit to bar the HRA from paying Landform would not be successful. The facts of the reported case are, however, so different from the issues before the HRA that I do believe a Court would find the case dispositive.

If the author of the Unattributed Memorandum then cites the City of Ramsey’s Charter as further support for the proposition that the HRA should not voluntarily pay Landform. The reliance on the City Charter is suspect because of the separate legal identity of the HRA. Furthermore, the language cited from the City Charter presumably is intended to deal with the use of “net” proceeds from the sale of property and, in my view, is somewhat off point.

2. Huberty Memorandum.

It appears that Mr. Huberty had access to a copy of the Purchase of Services Agreement executed in 2010 but not a copy of the 2011 Purchase of Services Agreement. The Huberty Memorandum cites various provisions of the “Contractor’s Proposal,” as defined in and attached to the 2010 Purchase of Services Agreement as evidence that the Purchase of Services Agreement contemplated Landform’s providing brokerage services to the HRA. At least with respect to the Sections cited by Mr. Huberty, the “Contractor’s Proposal” attached to the 2010 Purchase of Services Agreement is identical to the Contractor’s Proposal attached to the 2011 Purchase of Services Agreement, so the assertions made by Mr. Huberty in his memorandum regarding the March 22, 2010 Contractor’s Proposal are equally attributable to the Contractor’s Proposal attached to the 2011 Purchase of Services Agreement.

Section II of the Huberty Memorandum cites seven specific sections of the Contractor’s Proposal as evidencing the parties intent that Landform provide services which, under Minnesota Statutes, Section 82.55 subd. 19(a) would require a Minnesota real estate broker’s license. I agree with Mr. Huberty’s analysis with respect to four of the seven cited Sections. I believe the language Mr. Huberty quotes from Article II, Article III.E.2, 3 and 4 and from Article IV.B.1 and 2 of the Purchase of Services Agreement describes services for which a brokerage license would be required under Minnesota Statutes Chapter 82.55 subd. 19(a).

What is missing from the Huberty Memorandum (and from the Unattributed Memorandum) is a discussion of the Landform actually performed on behalf of the HRA. In

Redevelopment Authority in and for the City of Ramsey are separate legal entities and that it is the HRA and not the City that has contracted with Landform pursuant to the Purchase of Services Agreements.

trying to determine the meaning of the cited language in Article II, Article III.E.2, 3 and 4 and from Article IV.B.1 and 2 of the Purchase of Services Agreement it would be helpful to know what Landform thought that language meant, as evidenced by Landform's subsequent actions

The Huberty Memorandum also points out the language in Section X of each of the Purchase of Services Agreements which states:

In providing all services pursuant to this Agreement, the Contractor's share shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the HRA to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. SPECIFICALLY, neither Landform, its team members, employees nor consultants or real estate brokers or salespersons as defined in Chapter 82 of Minnesota Statutes, therefore, Landform will not be entitled to any compensation for work which requires a license under said Chapter 82.

In my opinion, there is an inherent, irreconcilable conflict between the language of Article X of the Purchase Services Agreements which state that the Contractor will abide by all statutes and the provisions of the Contractor's Proposals which appear to clearly contemplate Landform's delivery of certain services for which a Minnesota real estate broker's license is required.

The Huberty Memorandum provides a detailed description of the compensation mechanisms contemplated in the Purchase of Services Agreements and differs from the Unattributed Memorandum in that the Huberty Memorandum recognizes that Landform provided numerous services to the HRA pursuant to the Purchase of Services Agreement for which no brokerage license is required under Minnesota state law and that Landform should be entitled to enforce the Purchase of Services Agreement and receive compensation for all of those other services.

The Huberty Memorandum goes on, however, to assume that all of the so called "Incentive Compensation," as defined in the Purchase of Services Agreements, is compensation for services for which a brokerage license is required and, therefore, that the HRA should not pay any of the Incentive Compensation to Landform. While this conclusion is intuitively attractive because of similarities between the structure of the "Incentive Compensation" under the Purchase of Services Agreement and the terms under which licensed real estate brokers typically receive compensation under listing agreements in Minnesota, it is not clear to me that this assumption would withstand a more detailed analysis. It appears to me that a fairer conclusion is that the "Incentive Compensation" was intended to provide Landform with an "upside" for all of

the services they were providing under the Purchase of Services Agreement other than the separately billed services which were paid for through "Additional Compensation" as contemplated in Article IV.C of the Purchases of Services Agreements.

The Huberty Memorandum next discusses the \$60,000 early termination fee included in the Purchase of Services Agreements but concludes that the \$60,000 is only payable by the HRA to Landform if the HRA terminates the Purchase of Services Agreement as a matter of right pursuant to the early termination provision set forth in Article XV of the Purchase of Services Agreement and would not be due if the HRA terminates the Purchase of Services Agreement pursuant to Article X as a result of Landform's providing real estate brokerage services to the HRA without a real estate broker's license and thereby violating the second sentence of said Article X. While I agree with Mr. Huberty that this is the better reading of the Purchase of Services Agreement, I note that the language in the April 1, 2011 Contractor's Proposal attached to the 2011 Purchase of Services Agreement does not expressly limit the \$60,000 payment to terminations arising under Article XV of the Purchase of Services Agreement.

The Huberty Memorandum also concludes that if the HRA terminates the Purchase of Services Agreement pursuant to Article X, the HRA would be relieved of its obligations under Article IV.B.7 (compensation carryover) of the Contractor's Proposal. Again, while I agree with Mr. Huberty's reasoning, I think it is important to note that Article IV.B.7 states that the carryover compensation is due "upon termination of this agreement on or before March 31, 2013" without distinguishing whether the termination is: (i) pursuant to Article X of the Purchase of Services Agreement; (ii) pursuant to Article XV of the Purchase and Services Agreement; or (iii) pursuant to the expiration of the Purchase and Services Agreement according to its terms.

The Huberty Memorandum does not discuss whether and to what extent the HRA could, if it terminates the agreement, refuse to make Incentive Compensation payments that Landform had arguably earned under Section IV.B of the Contractor's Proposal, but which the HRA has not yet paid because of the provisions in Section IV.B which provide for payment over time. To me, the critical issue in answering that question is whether the Incentive Compensation was intended to compensate Landform solely for services for which a broker's license is required or was intended to compensate Landform for a broad basket of services which may have included some services for which a broker license is required under Minnesota statutes.

The Huberty Memorandum also makes a very brief reference to the proposition that the HRA may wish to sue to recover payments previously made to Landform. I do not believe that Minnesota Statutes Chapter 82 directly provides a cause of action, and I do not see a clear legal theory that the HRA could assert to recover past payments.

3. Shainess Letter.

The Shainess Letter responds to the Unattributed Memorandum and the Huberty Memorandum in four respects. First, it makes the assertion that because the Purchase of Services Agreements expressly state the Landform is not entitled to any compensation for work

for which a real estate broker's license is required, the compensation provided for in the Purchase of Services Agreements must not be compensation for brokers services. Mr. Shainess does not, however, address the inherent internal conflict within the Purchase of Services Agreements or between Article 10 of the Purchase of Services Agreements and the Sections of the Contractor's Proposal referenced in the Huberty Memorandum which appear to expressly provide for Landform's delivery of brokerage services to the HRA.

Mr. Shainess next argues that soliciting development proposals is materially different from soliciting purchasers of real estate and implies that Landform can solicit development proposals without a real estate broker's license and without violating Minnesota Statutes Chapter 82. That is an issue that the Minnesota Courts would ultimately have to resolve, but I do not find the argument persuasive. To the extent that the development proposals include the transfer of title to land, whether that transfer is for cash consideration or some other consideration, the development proposal is, in part a sale. Therefore, I believe that to the extent Landform solicited development proposals it was, in part, soliciting sales. To be clear, however, there is no Minnesota case law which expressly supports that conclusion.

Mr. Shainess next points out that the Contractor's Proposal expressly contemplated the use of a development team; that one of the members of that team was Heidi Nelson, an employee of the City and that under Minnesota Statute Chapter 82, employees of the City do not require a brokerage license to provide brokerage services on behalf of the City. This argument has merit, but it does not entirely explain away why the Contractor's Proposal appears to provide for Landform's delivery of brokerage type services, and it does not attempt to address what actually occurred. In other words, were all brokerage services or services which potentially constitute brokerage services provided by Ms. Nelson and none of those services provided by Landform and/or Mr. Lazan?

Mr. Shainess states:

"Landform does not understand its role as serving as a principal negotiator concerning the sale of land. Historically, that role has been filled by the HRA's attorney, city staff and most often the HRA itself in public meetings or closed sessions."

I do not know if the facts support that assertion. In the transactions that I have been involved in, I did not take a significant role in negotiating economic terms of the transactions. I have, however, primarily in the F&C transaction, played a role in negotiating legal provisions of the underlying documentation. I cannot speak to the question of whether and to what extent HRA staff filled the role of principal negotiator in the F&C transactions or any of the other transactions. I do not believe it is accurate to state that the HRA itself was a "principal negotiator."

Mr. Shainess also points out, in the second Section of his legal analysis, that there is nothing improper about the methodology used to calculate "Incentive Compensation." In this

respect, I agree with Mr. Shainess. While it is true that the methods used to compensate the Incentive Compensation are, in many respects, very similar to the methods used to compensate real estate brokers for the sale of real estate. That doesn't mean that anyone who is compensated in this manner is engaged in the sale of real estate. As indicated above, a fair reading of the Purchase and Sales Agreements make it clear that Landform was to provide a broad basket of services to the HRA and that all of these services, together, were intended to promote and cause development of the HRA's property. There is no reason why the HRA could not, if it so chose, agree to provide Incentive Compensation to Landform for all of these services including the many services for which a broker's license is not required under Minnesota Statutes Chapter 82.

II. CONCLUSION

I think this is a difficult issue. I think the Purchase and Sales Agreements do contemplate Landform providing certain services to the HRA which are services that Minnesota Statutes Chapter 82.55, subd. 19(a) indicates require a real estate brokerage license. It appears to me that the drafter's of the Purchase and Sales Agreements realized that this was, at a minimum, a close issue and attempted to address it with the language in Article X of the Purchase and Sales Agreement, but I do not see the language of Article X overcoming either the language in the Contractor's Proposal or the facts as to the actual services provided by Landform.

Landform may argue that even if the Purchase of Services Agreements contemplate Landform's providing brokerage services, the intent was that those services be provided at no compensation and that Landform only be compensated for the other services. We could not find any Minnesota case law addressing that argument, but to me it is unpersuasive. Otherwise, it would be far too easy for parties to circumvent the intention of Minnesota Statutes Chapter 82 by providing for "free" brokerage services and then compensation for other services for which a brokerage license is not required.

While I do believe that the Purchase of Services Agreements contemplated Landform's providing services for which a brokerage license is required and I do believe that Landform did provide some of those services, I do not agree with the conclusion of the Huberty Memo that all of the Incentive Compensation is, necessarily, attributable to those brokerage services. Therefore, while I believe that the HRA may have a grounds for withholding payment of some portion of Landforms compensation, I find no clear legal basis for advising the HRA as to the appropriate amount of compensation to withhold. Withholding all Incentive Compensation, may unfairly deny Landform Incentive Compensation they have earned for non-brokerage services. Although I have no legal basis for this conclusion, in my judgment it would be appropriate to withhold from Landform's Incentive Compensation and amount equal to the typical commission a commercial broker in Ramsey would earn on a sale of vacant land, assuming the land sold for its fair market value.

Table 1: Landform vs. Broker Fee Comparison

<u>Name</u>	<u>Type</u>	<u>Size of Parcel Square Footage</u>	<u>Land Market Value</u>	<u>Sales Price</u>	<u>Project Value</u>	<u>Landform Fee (2%DCC)</u>	<u>Broker Fee (7%LV)</u>	<u>Difference</u>	<u>Status/Payments to Landform</u>
Flaherty and Collins	MF Residential		\$ 1,500,000.00	\$ 250,000.00	\$ 27,060,523.00	\$ 388,242.00	\$ 105,000.00	\$ 283,242.00	Paid 80%, 20% due at CO (Paid \$308,240.56)
McDonald's	Fast Food Rest.		\$ 470,000.00	\$ 470,000.00	\$ 2,572,056.00	\$ 51,441.00	\$ 32,900.00	\$ 18,541.00	PA signed 20% due, waiting to close
Super America (w)	Conv. Retail		\$ 589,366.00	\$ 589,366.00	\$ 2,686,257.00	\$ 53,725.00	\$ 41,255.62	\$ 12,469.38	PA being negotiated
Super America (E)	Conv. Retail		\$ 718,740.00	\$ 718,740.00	\$ 2,895,631.00	\$ 57,913.00	\$ 50,311.80	\$ 7,601.20	PA being negotiated
Toti	MF Residential - Assisted		\$ 1,410,255.00	\$ 1,410,255.00	\$ 16,549,621.00	\$ 330,992.00	\$ 98,717.85	\$ 232,274.15	Paid 20% at PA, project dropped (Paid \$66,198.48)
Totals			<u>\$ 4,688,361.00</u>	<u>\$ 3,438,361.00</u>	<u>\$ 51,764,088.00</u>	<u>\$ 882,313.00</u>	<u>\$ 328,185.27</u>	<u>\$ 554,127.73</u>	

FACTS

Landform Engineering Company, Inc. originated as a Minnesota corporation on October 12, 1994. Darren B. Lazan is identified as the Chief Executive Officer and its principal executive office is Suite 513, 105 5th Avenue South, Minneapolis, MN 55403. Landform Professional Services, LLC is a Minnesota limited liability company, formed on October 26, 2009. Its principal office is at the same location as Landform Engineering Company.

Darren Lazan identifies himself as a mechanical engineer on a variety of business search engines, including Manta, PowerProfiles, Yellow Explorer, Bixwiki, corporationwiki and Bizvotes. These websites identify Mr. Lazan's address as 1320 153rd Lane N.W., Anoka, MN 55304-2587. Majon, a web social service directory, identifies Mr. Lazan as primarily engaged in "Heavy Construction Engineering Services."

In 2007, Mr. Lazan filed an application to do business with the Secretary of State in the state of Florida. The application described the purpose of the company: "Landform is a civil site design firm, looking to do projects in Florida."

The 2009 Annual Report filed with the Florida Secretary of State is signed by Mr. Lazan as the Chief Executive Officer of the Corporation, with an address of 800C Butler Sq., 100 N. 6th St. Minneapolis, MN. 55403. The Vice President of the Company is identified as Christine Moss. The Company is identified as having been formed in Minnesota on October 24, 1994. Manta also lists Landform as being located as 105 5th Avenue. Suite 513, Minneapolis, MN.

The Landform website is at www.landform.net. The company describes itself as a:

"multi-disciplinary consulting firm that offers a full range of integrated site design services including civil engineering, landscape architecture, planning, infrastructure, land surveying and water resources design and management."

The Company states on its website that its clients are architects, builders, property owners and developers. The website identifies the owners as Mr. Lazan and Robert Schunicht. Kendra Lindahl is identified as a principal of the company. The website refers to its principal discipline as being urban design, retail and commercial design and residential design.

Nowhere on the website is the Company identified as having a real estate license. None of the above named individuals, the only people described on the website or government applications, are identified as having real estate licenses.

In April of 2009, Landform was awarded a contract to manage the mixed use development of the Ramsey Town Center. Heidi Nelson, an employee of Ramsey, states that Landform was retained because of its relationship to Greely, Inc, an Illinois developer and CronkRe, also of Illinois.¹ Under this contract Landform was paid a \$15,000 monthly fee plus a \$10,000 monthly "incentive advancement." The "incentive advancement" was an advance fee against a 2% commission Landform was to be paid on any parcel it sold in the Ramsey Town Center, later to be named the COR development district. The 2% commission was not based on the sale price of the land; rather, it was based on the total cost of the end use of the parcel. In many cases this means the commission was far in excess of the standard real estate commission paid on the sale of a commercial parcel.

On March 22, 2011, the Ramsey HRA approved a new two year contract with Landform, with the \$15,000 fixed fee continuing to be paid and the \$10,000 per month incentive fee being capped at the end of the first year of the renewed contract.² As noted above, the 2% commission was paid not only on the acquisition price of the land being sold by the Ramsey HRA but also on the cost of any improvement being constructed on the site. The contract staged the payment of the commission, with a percentage paid at the time of the purchase agreement, a percentage at the closing, and a percentage when there is occupancy of the site.

In January of 2012, the contract between Landform and Ramsey HRA was amended.³ Under the contract, Landform continued to be paid \$15,000 per month. The payment of the 2% commission was deferred, however, with half the 2% commission paid at the time a purchase agreement is signed and half at the time and public financing on the project is repaid by the developer.

It is not believed that Landform was involved in any real estate transaction involving the COR from 2009 through 2011. Accordingly, while Landform was paid approximately \$15,000 per month, or \$469,761.59 for services from August of 2009 to March, 2011, it does not appear any commission was earned by the Company, although it had received the advance incentive fee. Mr. Lazan, the President of the Company, told ABC Newspapers that fifteen people at Landform put in 3,300 hours of work during the period up to March of 2011, receiving approximately \$140 per hour.⁴

In October of 2012 Ramsey HRA approved the sale of a 1.36 acre parcel to McDonald's Corporation for \$470,000.⁵ Under the terms of the transaction, the HRA will pay McDonald's realtor a fee of \$30,000. It will also pay \$51,441 in fees to Landform. Therefore, on a straight commission basis, the transactional fees amount to \$81,441, or 17 ½ % of the sale price, all shouldered by the seller. This does not include the \$15,000 monthly fee paid to Landform.

¹ Sakry, "Landform Works to Grow the COR in Ramsey," ABC Newspaper, December 16, 2010.

² Sakry, "Ramsey HRA Approves New Landform Contract," ABC Newspapers, March 24, 2011.

³ Sakry, "Ramsey HRA Amends Landform Contract," ABC Newspapers, January 7, 2012.

⁴ Sakry, "Ramsey HRA Considers the Money Spent on The COR," March 23, 2011

⁵ Sakry, "Ramsey HRA Approves McDonalds Sale, Landform Fee." October 31, 2012.

In addition, SuperAmerica acquired two different parcels of property, and Landform is reported to receive \$53,725 fees connected to the sale of one parcel and \$57,913 in fees connected to the sale for the other.⁶ Landform is to be paid 20% of the fee with the signed purchase agreement, 60% at closing, and 20% at occupancy. The newspaper article identifies the total project cost of the SuperAmerica service stations. It does not, however, identify the price paid by SuperAmerica for the parcels of land. Accordingly, the transactional fee is not calculated on a percentage basis.

Landform has also sought commissions of \$25,000 on work to *purchase* a liquor store that is not located in the COR District and a \$4,000 for work on a realignment of property for Sophia Ramsey, LLC. It appears that these fees were not approved by the HRA.

Landform has also sought commissions relative to the sale of parcels to Flaherty & Collins for the development of the Residence Luxury Apartment complex. Flaherty & Collins paid the HRA \$250,000 for 3.03 acres of COR property.⁷ I did not find the amount of the commission being paid to Landform, and accordingly I did not calculate the percentage of the commission.

Landform's contract with the City makes it clear that the commission it earns is for the sale of commercial real estate. Indeed, while I have not seen the contract, newspaper reports indicate that it follows the custom and use of the real estate industry as to when a commission is earned, in this case being earned on any closing which occurs less than 15 months after the Landform contract is terminated if Landform performed certain benchmark services, such as having significant discussion with the purchaser and physically showing the premises to the purchaser. The contract also provides for a termination fee of \$60,000 if the contract is terminated before March of 2013.

Landform is not identified as a real estate licensee in the directory of the Minnesota Department of Commerce. Neither Mr. Lazan nor the associates identified above are listed as real estate licenses in the directory.

LAW AND DISCUSSION

The City of Ramsey's contract with Landform, in which it is required to pay Landform commission for managed services, is unenforceable because Darren Lazan, the individual acting on behalf of Landform, does not hold a required license to manage the sale of land in the development area.

In Minnesota, a license is required for anyone who "for another and for commission, fee, or other valuable consideration . . . lists, sells, exchanges, buys or rents, manages, or offers or attempts to negotiate a sale, option, exchange, purchase or rental of an interest or estate in real estate[.]" Minn. Stat. § 82.55, subd. 19(a) (2012). This licensure

⁶ Id.

⁷ Sakry, "Ramsey Council Gives Approvals for 250 Unit Luxury Apartment Complex" December 2, 2010.

requirement is extremely broad. Two Minnesota appellate cases have made it clear that the activities for which a broker's license is required are much broader than traditional brokerage services.

In *PEMS Co. Int'l, Inc. v. Temp-Air, Inc.*, the Minnesota Court of Appeals held that a license is required for a "finder," which is described as:

an intermediary who brings together parties for a business opportunity, and differs from a broker because the finder merely brings two parties together to make their own contract; a finder locates, introduces, and brings parties to a transaction together, while a broker does more, attempting to bring the parties to agreement.

PEMS Co. Int'l, Inc. v. Temp-Air, Inc., No. A10-834, 2011 WL 69098, at *4 (Minn. Ct. App. Jan. 11, 2011) (quoting 12 Am. Jur. 2d Brokers § 3 (West 2010)). In that case, a consulting company, PEMS, was hired to act as a "finder," or to identify and vet possible buyers of a company. *Id.* at *5. It also acted as a gate keeper between the owner and potential buyer. *Id.* The court held that, even though PEMS did not negotiate the actual sale of the business—as a traditional broker would do—PEMS's services still fell within the "broad range of conduct" for which a license is required. *Id.* at *6.

Likewise, in *Bridgeplace Associates, L.L.C. v. Lazniarz*, the Minnesota Court of Appeals concluded that a license is also required for a developer who is being compensated for using his "good will" in a relationship to help effect a sale of land from one owner to another. *Bridgeplace Associates, L.L.C. v. Lazniarz*, No. A04-2218, 2005 WL 1869657, at *3 (Minn. Ct. App. Aug. 9, 2005). In that case, Lazniarz, a developer, was offered compensation for using his pre-existing relationship with a landowner to help effect a sale between the landowner and another developer. *Id.* at *3. Lazniarz had been negotiating a sale of land for his own development. *Id.* at *2. But when he was unable to find an investor, he ultimately entered into an agreement with another developer—the developer would pay Lazniarz if Lazniarz could convince the owner of the land to sell the land and the neighboring parking lot to the developer. *Id.* The court agreed with the district court that "[t]here is no doubt that [Lazniarz] was trying to effect a sale of the property . . . so that [he] would realize the anticipated . . . compensation." *Id.* at *13. It therefore concluded that Lazniarz was required to have a license. *Id.*

Here, at a minimum, Lazan acted as a finder in exchange for promised commission. Lazan agreed to "solicit the interest of various prospective end-users[,] . . . coordinate the efforts of all team members to provide a uniform front to the development community, and assist in the evaluation, consideration, negotiations, and deal structuring on any disposition of land within the development area." In exchange for these services, Landform was promised 2% of the "total capital cost of the end use of the parcel or property sold or developed." In other words, Lazan engaged in the exact same services as PEMS and Lazniarz, and like PEMS and Lazniarz, it was required to have a license to do so. See *PEMS*, 2011 WL 69098; *Lazniarz*, 2005 WL 1869657.

Although there are some exceptions to the licensure requirement, none apply to Lazan. *See* Minn. Stat. § 82.55 (2012). Among them is an exception for small real estate developers who engage in fewer than 25 transactions a year and who keep a trust account in accordance with Minnesota Statutes section 82.75. It would be Lazan's burden to prove that he qualifies for that exception. *See Douglas v. Schuette*, 607 N.W.2d 142, 147 (Minn. Ct. App. 2000). Lazan would have difficulty proving that he qualifies for that exception because it does not appear that he has ever acquired, built, and then resold property. It also does not appear that Landform is development company. Rather, in reviewing the dates of formation of Landform Engineering Company, Inc. and Landform Professional Services, LLC, it appears that its employees were employees solely by Landform Engineering Company, Inc., until it landed the Ramsey HRA contract in 2009, at which point they formed Landform Professional Services, LLC. Moreover, neither Landform nor Lazan appear to maintain a trust account that is reportable and on file with the Department of Commerce. The trust account requirements are very strict. *See* Minn. Stat. § 82.75. Accordingly, Lazan does not meet this exception and should be licensed.

Because Lazan is not licensed, Landform is not entitled to compensation for any of Lazan's services. Minnesota Statutes section 82.85, subdivision 1 (2010) states:

No person shall bring or maintain any action in the courts of this state for the collection of compensation for the performance of any of the acts for which a license is required under this chapter without alleging and proving that the person was a duly licensed real estate broker, salesperson, or closing agent at the time the alleged cause of action arose.

"This section is penal in nature and will defeat a claim for commissions if a plaintiff fails to allege and prove that they were duly licensed." *Ike v. Anderson*, 369 N.W.2d 321, 322 (Minn. Ct. App. 1985) (*citing Relocation Realty Services Corp. v. Carlson Companies, Inc.*, 264 N.W.2d 643, 645 (Minn.1978); *Albers v. Fitschen*, 274 Minn. 375, 376-77, 143 N.W.2d 841, 843 (1966)). The section was enacted as "part of a legislative scheme to protect the public against unqualified brokers." *Relocation Realty Services Corp.*, 264 N.W.2d at 645.

There are no exceptions to the section 82.85's complete bar on compensation for unlicensed brokerage services. Courts apply it universally. *See PEMS*, 2011 WL 69098, at *3-4 (applying bar); *Bridgeplace Associates*, 2005 WL 1869657, at *13 (same); *Ike*, 369 N.W.2d at 322 (same); *Relocation Realty Servs. Corp.*, 264 N.W.2d at 645 (same).

In the sixties, the Minnesota Supreme Court attempted to carve out an exception for sophisticated parties, *see Paske v. Liberty Equities Corp.*, 283 Minn. 167, 170, 167 N.W.2d 30, 32 (1969), but the "isolated real estate transaction" exception upon which the sophisticated-parties exception was based was repealed by the legislature in 1967, *see Gahagan v. Patterson*, 316 F. Supp. 1099, 1102 n.2 (D. Minn. 1970). No court has applied the *Paske* exception.

Given that the 2% compensation to Landform is not enforceable, the question then becomes whether the City of Ramsey should pay it anyway. There are at least two reasons why the City should not pay it. First, public policy, as demonstrated by the continued force of section 82.85, does not support compensating unlicensed brokers for their services. *See PEMS*, 2011 WL 69098, at *3-4 (observing that unlicensed broker “forfeits his right to collect compensation for his services”). Second, and perhaps more importantly, the City of Ramsey charter provides:

The proceeds of any sale of such property shall be used as far as possible to retire any outstanding indebtedness incurred by the city in the purchase, construction, or improvement of this or other property used for the same public purpose. If there is no such outstanding indebtedness, the council may by resolution designate some other public use for the proceeds.

Ramsey City Charter § 12.5.⁸ This provision prioritizes how the City should use its funds from the sale of land; paying Landform compensation based on an unenforceable contract is not the priority. *See id.*

CONCLUSION

Landform is not entitled to compensation for its role in selling land in the City of Ramsey because Lazan, the person acting on behalf of Landform, is not a licensed broker. The City has no obligation to pay Landform and public policy and the City’s Charter weigh against compensation.

⁸ The Ramsey City Charter is publicly available at <http://www.ci.ramsey.mn.us/sites/default/files/documents/AboutUs/Charter2010.pdf>

In this case there is no doubt that Landform is trying to effect a sale of the COR property so that it will realize the anticipated compensation. The Courts have been firm that the key word in the licensure statute is "negotiate." *Bridgeplace Associates, LLC v. Henry J. Lazniarz*, Mn. Ct. Appeals (2005).

There are exemptions in the statute for certain professions. For instance, a real estate developer might be exempt under the following provision:

The term real estate broker does not include...any person who acquires real estate for the purpose of engaging in and does engage in or who is engaged in the business of constructing residential, commercial or industrial buildings for the purpose of resale if no more than 25 such transactions occur in an 12 month period and the person complies with Section §82.75."

Minn. Stat. §82.56 (i). The courts have held that, even if a developer has bought, built and resold less than 25 parcels in a year, it is still not exempt unless it has maintained a trust account in compliance with Minn. Stat. §82.75. *Bridgeplace Associates, LLC v. Henry K. Lazniarz*, MN. Ct. App. (2005); *Douglas v. Shuette*, 607 N.W.2d 142, 147 (Minn. App. 2000)

It is problematic whether Landform is a developer. It does not appear it has ever acquired, built and then resold property. Rather, in reviewing the dates of formation of Landform Engineering Company, Inc. and Landform Professional Services, LLC, it appears that its employees were employees solely by Landform Engineering Company, Inc., until it landed the Ramsey HRA contract in 2009, at which point they formed Landform Professional Services, LLC. Regardless of the name of the company, it does

not qualify for the developer exemption because: 1.) It does not improve the property it acquires for resale, and 2.) It does not maintain a trust account which is reportable and on file with the Department of Commerce. The trust account requirements are very strict, with the account being so identified by the financial institution, deposits being made directly into the account, separate ledgers being maintained for the account, and proper reporting being made to the Commissioner of Commerce. Minn. Stat §82.75.

Minnesota law makes it clear that an unlicensed broker may not maintain any action in the courts for collection of compensation. Specifically, the statutes provide as follows:

“No person shall bring or maintain any action in the courts of this state for the collection of compensation for the performance of any of the acts for which a license is required under this chapter without alleging and proving that the person was a duly licensed real estate broker, salesperson, or closing agent at the time the alleges cause of action arose.”

Minn. Stat. §82.85, subd. 1. . The Courts have uniformly held that this statute is penal in nature and will defeat a claim for commissions if a plaintiff fails to allege and prove that he or she is licensed. *Ike v. Anderson*, 369 N.W. 2d. 321, 322 (Mn. App. 1985); *Albers v. Fitschen*, 274 Minn. 375, 143 N.W. 2d 841, 843 (1966) The Courts have uniformly been so strict on this issue that it prohibited an unlicensed broker from bringing a lawsuit to claim unjust enrichment. *Relocation Realty Services Corp. v. Carlson Companies, Inc.*, 264 N.W. 2d 643 (Minn 1978) To do otherwise, the Court reasoned, would “decrease the risks of doing business by unlicensed brokers and dilute the protections provided to the public.” *Id.*

In the sixties, the Minnesota Supreme Court tried to carve out an exemption in a situation where the parties were both sophisticated and where all parties knew that the broker was unlicensed. *Peske v. Liberty Equities Corp*, 283 Minn. 167, 167 N.W. 2d 30 (1969) After the *Peske* decision was rendered, the legislature amended the law to make it clear that the court can not look at the equities of the arrangement. Rather, the Courts must solely look to whether the activity was that of a licensed broker and, if so, whether the broker was licensed. *Gahagan v. Patterson*, 316 F. Supp. 1099 (D. Minn. 1970); *Dellwood Enterprises v. Pac. Am. Real Estate Fund*, 505, F. Supp 187 (1981) Absent the required license, a broker may not use the courts to enforce any compensation arrangement required such activity.

The above case law makes it clear that, unless Landform is licensed as a real estate broker or is exempt from licensure, it may not file any action in court to collect on any fees relating to brokerage activity, which includes the activity involving the McDonalds Restaurants, the SuperAmerica service stations, and the Flaherty & Collins project.

The statutes also provide that any person who violates any provision of the real estate code is guilty of a gross misdemeanor. Minn. Stat. §82.83.

A municipality must adhere to the strictest standards of the law. It may not make payments to vendors that are illegal or unauthorized under the law. It is misuse of public funds to make a payment to a vendor that is not enforceable under the law. The Landform contract, providing for unlicensed brokerage activity, may constitute an ultra vires contract which is in whole or in part void under the law. See *Dunnell's Minnesota Digest*, "Municipal Corporations," Section 12.01.

Under the above facts and law, it does not appear that the Ramsey HRA may pay compensation to Landform for brokerage work involving McDonalds, SuperAmerica and Flaherty & Collins. Indeed, depending on the terms of the contract, the entire contract may be construed to be ultra vires and be subject rescission.

MEMORANDUM

To: William A. Erhart
From: John M. Huberty
Subject: Contract between Landform and City of Ramsey
Date: January 1, 2013

I. Introduction.

This memorandum discusses three main issues: (1) Did the parties contract around the requirement of a realtor's license in Chapter 82 of the Minnesota Statutes through a provision in the Landform contract stating that no one from Landform, or its consultants, are real estate brokers or salespersons as defined by § 82.55, subd. 19(a)? (2) In the event issues number 1 is answered in the negative, and Ramsey terminates the contract under Section X thereof, are there any estoppel or other equitable legal rules that Landform could rely on in seeking relief? (3) Are the conclusions reached in the memorandum previously provided on issue number 1 correct? In evaluating these issues, this memorandum will not reexamine in any detail the legal research presented in the previous memorandum so long as the conclusions presented are well-founded and supported by existing case law.

II. Facts.

The facts are as stated in the previous memorandum. In addition, specific terms of the contract in the March 22, 2010 letter that are relevant to the analysis presented herein include the following:

Under Article II.:

"Initiate introductory meetings of the new Project with potential key users and development partners. Advance and negotiate various team accepted disposition strategies."

Under Article III.B.1.:

"... meeting with... perspective [sic] users...."

Under Article III.D.2 and 3:

"Project Marketing Strategy-Develop an overall marketing strategy, and appropriate sub-strategies, necessary to bring the Project to several markets. This will include the coordination of third party consultants to develop marketing collateral (print, electronic, etc.) necessary to present the Project to potential purchasers in the community, at trade shows, and/or industry events."

"Marketing Package Preparation-Prepare and maintain comprehensive Project site marketing packages... for owner's use in disposition strategy."

Under Article III.E.2, 3 and 4:

“Property Interest Solicitation-... disseminate marketing package(s) on behalf of Owner to targeted groups. Establish communications and as appropriate facilitate introduction of Owner to potential candidates for the various development options with the intent for deal establishment.... Landform shall be the exclusive development manager and will be responsible for all potential development deals within the 140 acre Project.”

“Development Options-Assist Owner in advancing the following development scenarios:

- a. Property Sale or Lease-Assist in finalizing an agreement for the sale or lease of the Project land.”

Article IV.B.1 and 2:

“Landform shall solicit the interest of various prospective end-users, to include individual entities, corporations, developers, and/or development partners.... Landform will... assist in the evaluation, consideration, negotiations, and deal structuring on any disposition of land within the development area.”

Under 2 the contract clearly sets forth an incentive structure that pays Landform a commission on the sale of land, including upon the closing of any sales.

Though is it not present in the copy of the Landform contract reviewed, the previous memorandum indicates that an early termination fee of \$60,000 is due and payable should the City terminate the contract prior to March of 2013. No specific date is provided, so it is unknown whether this means prior to March 1, 2013, or March 31, 2013.

Landform’s compensation under the contract is broken down into three categories: Administrative Compensation, Incentive Compensation, and Additional Compensation.

The first category is for services provided during the period from April 1, 2010 to March 31, 2011, totals \$180,000, and has already been paid. The third category is for services that appear to be unrelated to the marketing and sale of land in the COR, but rather is for actual development-related services, e.g., planning, civil engineering, design, for which the City must employ Landform, or require the end-user to employ Landform, presumably through a contractual provision included in the land sale agreement with the end-user.

The second category, Incentive Compensation, appears to be for the marketing and sale of property in the COR. Specifically, the contract states that Landform is to receive Incentive Compensation for any sales/projects that have been declared prior to

termination, i.e., those on the "Hot List" as defined on page 16, paragraph 7, a-f of the March 22, 2010 letter appended to and made part of the Purchase of Services Agreement (i.e., the contract).

Finally, the parties appear to have contemplated that Landform's real estate promotion activities may be construed as activities requiring a broker's license under Chapter 82 of the Minnesota Statutes. Paragraph X on page 2 of the Purchase of Services Agreement states that Landform, its team members, employees, and consultants are "real estate brokers or salespersons" under Chapter 82. This paragraph also states that "Landform will not be entitled to any compensation for work which requires a license under said Chapter 82."

III. Legal Analysis.

The starting point for any legal analysis must be the relevant statutory provisions.¹ Chapter 82 of the Minnesota Statutes requires that real estate brokers be licensed. Section 82.55, subd. 19 defines "real estate broker" thusly:

"Real estate broker" or "broker" means any person who:

(a) for another and for commission, fee, or other valuable consideration or with the intention or expectation of receiving the same directly or indirectly lists, sells, exchanges, buys or rents, manages, or offers or attempts to negotiate a sale, option, exchange, purchase or rental of an interest or estate in real estate, or advertises or holds out as engaged in these activities;

(f) for another and for commission, fee, or other valuable consideration or with the intention or expectation of receiving the same, promotes the sale of real estate by advertising it in a publication issued primarily for this purpose, if the person:

- (1) negotiates on behalf of any party to a transaction;
- (2) disseminates any information regarding the property to any party or potential party to a transaction subsequent to the publication of the advertisement, except that in response to an initial inquiry from a potential purchaser, the person may forward additional written information regarding

¹ The case law and related analysis set forth in the previous memorandum appears to be well researched and the conclusions derived therefrom well founded. In light of the fact that the statute itself, without the aid of illuminating case law, appears to clearly define Landform's activities relating to promoting the sale of property in the COR as those that require a broker's license, additional case law research on this specific issue will not be performed unless requested.

the property which has been prepared prior to the publication by the seller or broker or a representative of either;

(3) counsels, advises, or offers suggestions to the seller or a representative of the seller with regard to the marketing, offer, sale, or lease of the real estate, whether prior to or subsequent to the publication of the advertisement;

(4) counsels, advises, or offers suggestions to a potential buyer or a representative of the seller with regard to the purchase or rental of any advertised real estate; or

(5) engages in any other activity otherwise subject to licensure under this chapter;

Accordingly, under subsection (a), one who (1) manages, offers, or attempts to negotiate a sale, (2) of an interest in real estate, (3) in exchange for compensation, is a real estate broker. Further, simply holding oneself out as engaged in such activities qualifies one as a real estate broker.

Under subsection (f), one who promotes a sale of realty by advertising it in a publication primarily meant for promoting real estate, and who also satisfies one or more of the five listed criteria, is a real estate broker.

Section 82.56 sets forth numerous exceptions to the definition of real estate broker, none of which would appear to cover Landform or its principals.

Importantly, § 82.85 prohibits a party who is required to be licensed as a real estate broker from bringing any civil action in the state courts for recovery of compensation due for real estate brokerage services unless the party proves they are licensed. Subdivision 1 thereof specifically states:

Subdivision 1. Compensation actions; proof of license. No person shall bring or maintain any action in the courts of this state for the collection of compensation for the performance of any of the acts for which a license is required under this chapter without alleging and proving that the person was a duly licensed real estate broker, salesperson, or closing agent at the time the alleged cause of action arose.

This provision therefore prohibits a civil action in the courts of Minnesota for the recovery of compensation due for only those activities for which a broker's license is required. Activities for which a broker's license is not required, e.g., civil engineering, planning, surveying, consulting, etc., would still be actionable. This is contrary to the opinion expressed in the previous memorandum, which states that "Landform is not entitled to compensation for any of Lazan's services," since as further explained below not all of the services provided by Landform fall under the definition of a real estate broker.

The Landform contract breaks down Landform's compensation into three categories: Administrative Compensation, Incentive Compensation, and Additional Compensation. Not all of the services rendered within these three categories fall under the definition of "real estate broker" services. For example, the Administrative Compensation covers several items, e.g., "Planning and Engineering," including "Preliminary Engineering," "Plan Review and Approval," as well as "Development Feasibility," including "Site Use Evaluation," "Pro Forma Development," etc. Accordingly, payments for such services would still be required, though it appears that all of this compensation was paid when due during the one-year "Development Management Services (Administrative Compensation)" period that ran from April 1, 2010 to March 31, 2011. Accordingly, this compensation would not be at issue in any potential civil action, nor would the City of Ramsey be able to recover it if it were at issue as it does not fall under real estate broker services for which a license is required.

Similarly, the category of Additional Compensation, which is for non-broker services like land surveying, civil engineering, planning, and landscape architecture, would appear to fall outside of those services for which a broker's license is required, and therefore any compensation due for the provision of such services would be recoverable in a civil action.

The Incentive Compensation, which forms the great bulk of the anticipated compensation under the agreement, however, is clearly anticipated as payment for services that are covered under Minn. Stat. § 82.55, subd. 19 defining "real estate broker" and "broker," and therefore would not be recoverable because neither Landform nor any of its principals possess a broker's license.

One final form of compensation required under the contract is the potential \$60,000 early termination fee, payable in the event the contract is terminated prior to March 2013. This early termination fee is not included in the copy of the contract provided, and which is the subject of this memorandum. Rather, the existence of this provision is indicated in the previous memorandum, which defines early termination as termination prior to "March of 2013." No specific date is provided, so it is unknown whether this means prior to March 1, 2013, or March 31, 2013. In any event, should the contract be terminated prior to this date, Landform would be due the \$60,000 payment unless the contract has been validly terminated under paragraph X due to Landform's failure to comply with the law, e.g., the license requirement in Chapter 82, because as set forth above, those portions of the contract requiring compensation for non-broker related activities are legally valid.

This begs the question of whether the City of Ramsey has the right to terminate the contract immediately by treating Landform's failure to comply with the Chapter 82 licensing requirement as a material breach of the contract. While it is clear that Landform's promotional activities, efforts to sell land in the COR, and assistance in

negotiating land sale contracts with potential buyers render it a "real estate broker" under Minn. Stat. § 82.55, subd. 19, the City of Ramsey's seeming agreement that it is not a "real estate broker" presents a potential issue should the City seek to turn around and rely on this status as presenting a material breach of the contract and thus valid cause to terminate the contract early without paying the \$60,000 early termination fee. The precise wording of the contract may not provide Landform any cover, however, because it simply states that Landform, its employees and consultants are not real estate brokers, rather than stating that the services contemplated under the contract are not services covered under § 82.55, subd. 19. In other words, affirming on the one hand that it and its employees and consultants are not real estates brokers is not the same thing as stating on the other hand that the services it will be providing under the contract are not those that require a real estate broker's license. Therefore, it does not seem that the parties contracted around the license requirement of Chapter 82, assuming for the sake of argument that parties have the legal right to do so.

In any event, the contract also unequivocally states that Landform is not entitled to any compensation for which a license is required under Chapter 82. This provision is obviously superfluous in that § 82.85 already bars a civil action to recover compensation owed for real estate broker services unless the party seeking compensation is licensed as a broker. The obvious implication of this is that the City of Ramsey is not obligated to pay Landform anything under the Incentive Compensation provisions of the contract, and may very well have a cause of action to recover any sums already paid under these provisions.

IV. Conclusions.

- A. Whether the parties contracted around the license requirement of Chapter 82.

The parties did not contract around this requirement. Indeed, the contract affirms the dictates of Chapter 82 by unequivocally stating that "Landform will not be entitled to any compensation for work which requires a license under said Chapter 82." Therefore, any services performed by Landform for which a real estate broker's license is required are not compensable, nor will Landform be able to maintain a law suit seeking to recover compensation for these services. Accordingly, the City of Ramsey is not obligated to make any payments to Landform under the Incentive Compensation provisions of the contract.

- B. Whether Landform has any viable equitable arguments, e.g., estoppel, to preclude the City of Ramsey from raising Landform's violation of Chapter 82 as a defense in a civil action by Landform to recover under the Incentive Compensation provisions of the contract.

It is highly unlikely that the contractual provision stating that Landform, its team members, employees, or consultants are not real estate brokers under Chapter 82 can be successfully employed to estop or otherwise preclude the City of Ramsey from utilizing Landform's violation as a defense to any claim brought to recover under the Incentive Compensation provisions of the contract. The statement in the contract that Landform is not a broker is just that, nothing more and nothing less. It does not mean, and the parties thus did not agree, that the services provided by Landform under the contract are not those that require a real estate broker's license. Further, the affirmation by the parties that no compensation will be owed for services that require a broker's license would clearly undercut any effort by Landform to raise equitable arguments against the City's reliance on Chapter 82 as a defense to any civil action.

- C. Whether the conclusions reached in the previous memorandum are correct.

Yes, to the extent the conclusion is that the City of Ramsey has no obligation to compensate Landform for its role and services provided in marketing and selling land in the COR pursuant to the Incentive Compensation provisions of the contract, the previous memorandum is correct. However, there are additional provisions in the contract, besides the Administrative Compensation, which has already been earned and paid, and the Incentive Compensation, which are valid and enforceable. These include the requirement under the Additional Compensation provisions that the City ensure that Landform be used by end-users for certain services, e.g., design, surveying, civil engineering, etc. So long as the contract is in force, Landform has a right to this work, and compensation for it, or the lost profits should it not receive the work.

V. Alternatives.

- A. The City of Ramsey could immediately terminate all payments to Landform due and owing under the Incentive Compensation provisions of the contract.
- B. The City of Ramsey could consider bringing an action against Landform to recover all sums already paid pursuant to these provisions. Factors weighing on its decision should include the total amount paid to date under these provisions, Landform's willingness to agree to an immediate termination of the contract and release of all potential claims against the city under the contract, including a waiver of the \$60,000 early termination fee, and the City's ability to collect any judgment it might obtain against Landform.

- C. If there is a \$60,000 termination penalty, the City of Ramsey could wait until March 2013 to avoid paying the same. There are arguments both for and against taking this action.

January 31, 2013

By Email and U.S. Mail

Mr. Kurt Ulrich
Ramsey HRA Executive Director
7550 Sunwood Dr. NW
Ramsey, MN 55303
Email: kulrich@ci.ramsey.mn.us

Re: Landform Professional Services, LLC's contract with Ramsey HRA

Dear Mr. Ulrich:

I am counsel for Landform Professional Services, LLC ("**Landform**"). I understand that the City of Ramsey Housing and Redevelopment Authority ("**HRA**") has received an anonymous memorandum arguing that Landform, and its principal Darren Lazan, should not be compensated for services that Landform has provided to the HRA. I am taking this opportunity to briefly respond to the arguments made in the anonymous memorandum.

As a preliminary matter, Landform has worked with the HRA for a number of years. Landform greatly values its relationship with the HRA, as well as its reputation as a leader in land use planning and engineering. Landform's stock in trade is its professional reputation. As such, Landform is understandably dismayed that an unidentified individual has sought to disparage not only Landform, but a valued client and their contractual practices. Nonetheless, Landform is very confident that neither it nor the HRA have abridged any law of this state.

FACTUAL BACKGROUND

Landform is a party to a "Purchase Of Services Agreement" with the HRA dated April 1, 2011, pursuant to which Landform provides "development management services" (the "**Contract**"). Pursuant to the Contract, the services to be performed by Landform are those described in the Proposal dated April 1, 2011 (the "**Proposal**"), and include project organization, communication and reporting, development-related activities, planning and engineering services, feasibility study, and marketing of development concepts. The services under the Contract are to be performed from April 1, 2011 through March 31, 2013.

The Contract provides that Landform is to receive "Administrative Compensation," "Incentive Compensation," and "Additional Compensation." The administrative compensation is earned for performing various development-related tasks, entirely unrelated to the sale of any real estate.

With respect to the incentive compensation, Landform has agreed to "solicit the interest of various prospective end-users, to include individual entities, corporations, developers, and/or development partners. Landform will coordinate with the development community, and assist in the evaluation, consideration, negotiations, and deal structuring of any disposition of land within the development area." (Proposal p. 7 (emphasis added)) Incentive compensation is calculated based on a percentage (2%) of the total capital cost of the end use (development) of the parcel of property sold or developed.

The "Additional Compensation" will be earned by Landform in the event that Landform prepares various development-related documents, other than the deliverables spelled out in Article III, § B of the Proposal. Additional Compensation will be based on Landform's fee schedule, or as otherwise negotiated with the HRA.

Section X of the Contract provides that "Specifically, neither Landform, its team members, employees nor consultants are real estate brokers or salespersons as defined by Chapter 82 of Minnesota Statutes. Therefore, Landform will not be entitled to any compensation for work which requires a license under said Chapter 82."

The City of Ramsey has received an anonymous legal memorandum, arguing that Landform should not receive any compensation under the Contract because its services performed under the Contract constitute serving as a real estate broker or agent. In support of its argument, the anonymous memorandum relies principally on newspaper articles and unpublished decisions of the Minnesota Court of Appeals. The anonymous author concedes that he or she has not seen a copy of the Contract.

LEGAL ANALYSIS

1. The Contract Does Not Contemplate Compensating Landform For Providing Real Estate Brokerage Services.

The anonymous memorandum argues that Landform is not entitled to receive compensation for its services under the Contract, because such a payment would constitute compensating Landform for providing the services of a real estate broker, without a license. A review of the Contract, however, makes clear that (a) the vast majority of services performed by Landform under the Contract have nothing whatsoever to do with the sale of real estate and (b) to the extent that the services relate to the sale of real estate, they do not constitute services for which a real estate broker's license is required.

Minnesota Statute § 82.81 provides that "No person shall act as a real estate broker or salesperson unless licensed as provided in this section." A real estate broker is defined as any person who "for another and for commission, fee, or other valuable consideration or with the intention or expectation of receiving the same directly or indirectly lists, sells, exchanges, buys or rents, manages, or offers or attempts to negotiate a sale, option, exchange, purchase or rental of an interest or estate in real estate, or advertises or holds out as engaged in these activities" Minn. Stat. § 82.55, Subd. 19(a). Exempted from the licensing requirement are, among other categories, "public officers while performing their official duties," and their employees. Minn. Stat. § 82.56 (f) and (g).

Whether Landform needs to be licensed to perform the functions outlined in the Contract depends on whether it is acting as a real estate broker or salesperson, i.e. whether it (a) performs any of the following functions (b) concerning any interest or estate in real estate (c) for compensation:

- lists;
- sells;
- exchanges;
- buys;
- rents;

- manages, or,
- offers or attempts to negotiate a sale, option, exchange, purchase or rental

Minn. Stat. § 82.55, Subd. 19.

It must be pointed out that most of the services called for under the Contract have nothing at all to do with the sale of real estate. For instance, Article III of the Proposal describes Landform's obligation to perform a wide range of project management services, including reviewing project information, establishing project goals and timelines, assembling development teams, performing planning and engineering services, studying the feasibility of proposed development plans, etc. In short, Landform has been engaged to serve as the HRA's agent to manage a development project. This involves management of a process, and not management of real estate. Nothing in the Contract suggests that Landform engages in or receives any compensation for listing, selling, exchanging, buying, renting or managing any real estate.

The anonymous memorandum focuses on Landform's receipt of "Incentive Compensation" and argues that the services Landform provides in exchange for this compensation requires a broker's license. In the context of the Contract taken as a whole, and particularly in light of the contractual provision barring Landform from receiving compensation for services that require a license, the anonymous author's assumption that Landform is being compensated for acting as a broker is erroneous. Regarding Incentive Compensation, Article IV. B. of the Proposal provides

Landform shall solicit the interest of various prospective end-users, to include individual entities, corporations, developers, and/or development partners. Landform will coordinate the efforts of the Development Management Team to provide a uniform front to the development community, and assist in the evaluation, consideration, negotiations, and deal structuring on any disposition of land within the development area.

First, this section contemplates that Landform will "solicit the interest" of parties with an interest in the prospective development. This language does not obligate Landform to "list" or "sell" any interest in real estate, nor does it obligate Landform to offer or attempt to negotiate the sale of any real estate. Rather, Landform understands this language to mean that it will solicit development proposals from businesses and individuals. These business and individuals would in turn present their proposals to the HRA. It should be noted that soliciting development proposals is materially different than soliciting potential buyers. The primary difference is that a development proposal may not involve the purchase of land at all. It is not uncommon for cities to assist in the financing of a development project by granting the land to a private party as an inducement to build a project that generates tax base revenue. Landform has no control over whether a given development proposal results in the sale of land. For that reason, Landform's compensation is not dependent upon a sale. Rather, Landform is compensated based on the overall capital cost of the development, regardless of whether the HRA sells land or gives it away.

Second, this section contemplates that Landform will "coordinate" the "Development Management Team," which is defined in the Contract as including Heidi Nelson, the Executive Director of the HRA. Of course, as a City employee, Ms. Nelson is exempt from the real estate broker licensing requirement, and can negotiate a land sale agreement on behalf of the HRA. Indeed, Ms. Nelson is a necessary part of the Development Management Team precisely because she, and not Landform, is uniquely able to perform that function.

Third, this section contemplates that Landform will “assist in the evaluation consideration, negotiations, and deal structuring on any disposition of land within the development area.” The Contract does not define the term “assist.” Nonetheless, in light of Section X of the Contract, which bars Landform from receiving compensation for providing brokerage services, this section cannot be interpreted to mean that Landform is to engage in activities requiring a brokerage license. See e.g. American Warehousing And Distributing, Inc. v. Michael Management, Inc., 414 N.W.2d 554 (Minn. Ct. App. 1988) (holding that contract provision requiring distributor to “assist” in sales could not be interpreted so as to breach other contract provision barring sales in certain territories). Rather, in light of the understanding and express acknowledgment in the Contract that Landform is not a licensed real estate broker, Landform understands this section to require that it provide assistance in the form of advice regarding land development, land use, and engineering, project feasibility, etc. Landform believes that this type of advice and assistance is valuable to the HRA, and is compensable. Landform does not understand its role as serving as a principal negotiator concerning the sale of land. Historically, that role has been filled by the HRA’s attorney, city staff, and most often the HRA itself in public meetings or closed sessions.

Neither the plain language of the broker licensing statute nor Minnesota case law subjects the provision of this kind of “assistance” concerning a real estate transaction to the broker’s license requirement. Such an overreaching interpretation would be absurd, and would result in dramatic negative consequences for the City of Ramsey. For instance, such an overbroad interpretation would mean that a municipality, like Ramsey, could not hire outside experts to advise it in negotiations over real estate, unless the outside expert was a licensed real estate broker. Yet, municipalities routinely benefit from the advice of outside architects, developers, and land use professionals. This is particularly true of smaller municipalities that, unlike Minneapolis or St. Paul, cannot afford to employ full-time land use professionals on staff. It would be odd to interpret a statute designed to protect consumers as restricting a municipality’s ability to receive professional advice concerning development and sale negotiations. The bottom line is that offering advice and assisting the HRA in its negotiations to sell land does not rise to the level of direct negotiating regulated by the broker licensing statute. This interpretation is consistent with the inclusion of Ms. Nelson on Development Management Team, as well as the assignment of HRA counsel to each and every development proposed over the last three years that progressed to a potential sale of property.

Finally, it should also be noted that the anonymous author’s reliance on unpublished court of appeals decisions is misplaced. Unpublished decisions of the Minnesota Court of Appeals are not precedential, and can be relied upon by courts only in limited circumstances. See Minn. Stat. § 480A.08, subd. 3(c) (stating that unpublished court of appeals decisions are not precedential); Vlahos v. R&I Const. of Bloomington, Inc., 676 N.W.2d 672, 676 n.3 (Minn. 2004) (stating that unpublished decisions should not be relied upon because they “rarely contain a full recitation of the facts.”).

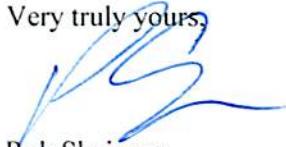
2. There Is Nothing Improper About The HRA’s Method For Calculating Landform’s Compensation

Notwithstanding the suggestion of the anonymous author, there is nothing impermissible about Landform receiving compensation that is tied to the value of the development or the value of real estate. As background, it is Landform’s recollection that this incentive structure was the choice of the HRA. Landform initially presented the HRA with a proposal that involved paying an hourly rate for Landform’s services. The HRA expressed a preference for the “incentive” compensation structure. The HRA’s

decision was practical, because it allowed the HRA to defer compensating Landform until such time as the HRA received the proceeds of a land development. The HRA's choice is also lawful, because the broker licensing law prohibits performing the services of a broker for compensation. It does not prohibit compensating otherwise permissible services based on the value of a development, or for that matter, the price of tea in China.

Landform values its relationship with the HRA, and takes tremendous pride in the progress made in The COR over the last three and a half years and looks forward to completing its contractual obligations for the benefit of all Ramsey residents.

Very truly yours,



Rob Shainess
Attorney at Law
rob@capstonelawmn.com

cc: Darren Lazan (by email)
Thomas Bray, Esq. (by email)

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between the Housing and Redevelopment Authority of the City of Ramsey, a public body corporate and politic under the laws of the state of Minnesota (the "HRA"), 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, hereinafter referred to as the "HRA," and Landform Professional Services, LLC, a Minnesota limited liability company, 105 South Fifth Avenue, Suite 513, Minneapolis, Minnesota 55401, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the HRA is in need of development management services for its Ramsey Town Center Project, in the City of Ramsey; and

WHEREAS, the Contractor represents that the Contractor is qualified and willing to help the City in providing said services; and

WHEREAS, the City wishes to purchase this service from the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This Agreement shall commence upon the signing of this Agreement and shall continue in effect through the satisfactory completion of the services to be provided herein unless terminated earlier as provided herein.

II. SERVICES

The HRA agrees to purchase and the Contractor agrees to furnish the services set forth in Contractor's Proposal dated March 22, 2010, (the "Contractor's Proposal") a copy of which is attached hereto and incorporated herein as Schedule A. HRA is referenced as "Owner" within the Contractor's Proposal and Contractor is referenced as Landform within said Proposal.

III. COMPENSATION

Compensation to Contractor shall be as provided in Section in Article IV of the Contractor's Proposal.

IV. BILLING AND PAYMENT

On a monthly basis, the Contractor shall submit to the HRA an itemized statement containing such information as is required by the HRA for work satisfactorily completed. Within thirty (30) days of its receipt of the billing statement, the HRA shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.

V. INDEMNIFICATION

The Contractor agrees that it will hold harmless, indemnify, and defend the HRA, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Contractor.

VI. INSURANCE

The Contractor shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Schedule B, which is attached hereto and incorporated herein.

VII. SERVICES NOT PROVIDED FOR

No claim for services furnished by Contractor not specifically provided for herein shall be honored by the HRA.

VIII. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Contractor to the HRA is that of an independent contractor and not an employee or agent of the HRA.

IX. HRA PROJECT MANAGER

The HRA's representative for administering this Agreement is Deputy Ramsey City Administrator Heidi Nelson. For purposes of this Agreement Ms. Nelson shall be the designated Project manager. To the extent consistent with Contractor's status as an independent Contractor, Ms. Nelson shall be Contractor's direct supervisor relating to Agreement issues. Neither Ms. Nelson nor Contractor shall have the authority to legally bind the HRA and expend HRA funds, except as specifically permitted by this Agreement.

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the HRA to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. SPECIFICALLY, neither Landform, its team members, employees nor consultants are real estate brokers or salespersons as defined by Chapter 82 of Minnesota Statutes. Therefore, Landform will not be entitled to any compensation for work which requires a license under said Chapter 82.

XI. SUBCONTRACTING AND ASSIGNMENTS

Contractor, unless provided for in the Contractor's Proposal, shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the HRA and subject to such conditions and provisions as the HRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

XII. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XIII. AFFIRMATIVE ACTION

In accordance with the HRA's Affirmative Action Policy and the HRA's policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the project which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XIV. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Contractor agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Contractor. The Contractor is not required to provide public data to the public if that same data is available from the HRA, unless stated otherwise in this Agreement.

XV. EARLY TERMINATION

This Agreement may be terminated by the HRA or Contractor at any time, with or without cause, upon thirty (30) written days notice delivered by mail or in person. Notice to HRA and Contractor shall be delivered to HRA or Contractor at the respective addresses first written above. If notices are delivered by mail, they shall be effective two days after mailing.

Upon early termination by the HRA, the Contractor shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages, EXCEPT as provided in Contractor's Proposal.

XVI. DEFAULT AND REMEDY

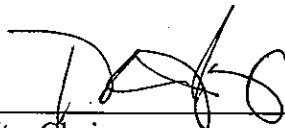
Failure of the Contractor (including the failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the HRA. In the event of a default by the Contractor, the HRA may cancel this Agreement by sending a written notice of cancellation to the Contractor at the address stated above, and may recover from the Contractor any damages sustained by the HRA which may directly or consequently arise out of the breach of this Agreement by the Contractor.

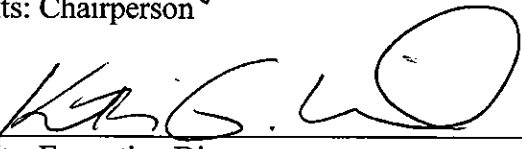
XVII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the HRA and Contractor relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF RAMSEY**

By 
Its: Chairperson

By 
Its: Executive Director

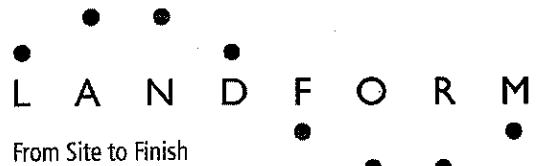
Dated: 4/21/10

**LANDFORM PROFESSIONAL
SERVICES, LLC**

By: 
Its: PRESIDENT

Dated: 4/21/10

SCHEDULE A



March 22, 2010

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

Kurt G. Ulrich
HRA Executive Director
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Development Management Services
Ramsey, Minnesota

Mr. Ulrich:

LANDFORM is pleased to submit our proposal for Development Management Services as described below: This proposal is sometimes hereinafter referred to as this "Agreement".

ARTICLE I. PROJECT SCOPE:

Acting on behalf of The Housing and Redevelopment Authority of the City of Ramsey, Minnesota (the "HRA" and/or the "Owner"), Landform Professional Services, LLC, a Minnesota limited liability company its team members and consultants ("Landform") shall provide development management services as Owner's representative during the project evaluation, feasibility, pre-development, and development of Owner's approximate 140-acre property located adjacent to Highway 10 in Ramsey, Minnesota in the Ramsey Town Center subdivision and legally described on attached Exhibit "A" (the "Project").

ARTICLE II. PROJECT OBJECTIVE:

Landform shall determine maximum market viability of Project site based upon visioning and mission statements developed under previous efforts. Organize, coordinate and strategically focus the resources and efforts of existing and new team members to maximize critical Project decisions. Create a new identity in the marketplace to bolster confidence in the new Project objectives. Develop viable pro-formas based on Project vision and market conditions. Prepare the Project and team for key events at which to showcase the Project. Initiate introductory meetings of the new Project with potential key users and development partners. Advance and negotiate various team accepted disposition strategies. Monitor and coordinate activities of team members from conception to completion.

The ultimate objective of the development of the Project is to create a mixed use development which shall include construction of a mixed use of commercial, office, retail and residential buildings for the Project's mixed use objective.

ARTICLE III. DEVELOPMENT MANAGEMENT SERVICES TO BE PROVIDED BY LANDFORM:

A. Project Organization

1. **Project Team Organization** - Review existing Project vision statement and provide additional input if/as required. Clearly establish key Project goals, properly prioritize the order of these goals, and initiate potential strategies to accomplish the desired Project goals. Identify all key Project team members required to accomplish Project goals. Establish Project roles and responsibilities. Identify existing and forecasted team members based upon expertise, skill sets, and available workload capacity. Establish Project team reporting and communications standards and framework. Landform represents that it has a professional working relationship with Greeby, Inc., an Illinois corporation, and CronkRE, LLC, an Illinois limited liability company, both of which are development management services firms. Therefore, Landform will have available to it personnel resources from both Greeby, Inc. and CronkRE, LLC for reasonable amounts of time to perform certain services for Owner as required of Landform pursuant to this Agreement. The Project team as defined herein does include personnel from both Greeby, Inc. and CronkRE, LLC.
2. **Master Development Activities List and Schedule** - Develop a master list of activities and explain requirements and responsibilities associated with each for the completion of the Project's process. Create responsibility assignment matrix for each Project item. Establish the master Project schedule for accomplishment of each task.
3. **Critical Item Assessment** – Develop a Critical Item Assessment which is a product of the due diligence investigation, determines and ranks the most relevant events and circumstances that possess the potential to interfere with or disrupt the Project process.
4. **Development Team Assembly** - Identify and assemble all additional key Project team members, internally or third party, including the preparation of request for qualifications, request for proposals, proposal evaluation, selection recommendations and negotiation of all contracts.

B. Planning and Engineering

- 1. Master Planning** –Provide basic master planning services as needed to evaluate potential development scenarios and respond to the opportunities that present themselves in the marketplace regarding this Project. This will include meeting with existing and perspective users and the coordination of planning efforts by all parties. Landform will maintain the master site database to ensure data integrity as all parties work on the various aspects of the Project. Upon expiration of this Agreement the master site database will become the property of the Owner.
- 2. Conceptual Layout** –Provide basic conceptual site design to assist in the evaluation and coordination of prospective deals and to ensure plans prepared by end users conform to the design criteria of the Project.
- 3. Preliminary Engineering** – Perform basic preliminary engineering necessary to evaluate potential development scenarios. If extensive engineering becomes necessary to facilitate a development concept, Landform will provide a separate proposal to the HRA for consideration at any time that becomes necessary.
- 4. Plan review and approval** - Provide peer review and summary of all plans prepared by other consultants within the Project to ensure compatibility with design intent, coordination with master plan, and data integrity of the overall CAD file systems.

C. Development Feasibility

- 1. Site Use Evaluation** - Review existing market feasibility analysis and as needed, conduct additional comprehensive industry, customer and competitor market feasibility analyses in order to determine market opportunities. Apply market research and use evaluation to determine and identify potential user classifications. Prepare list of potential user candidates and evaluate feasibility of each candidate based upon current and projected market conditions.
- 2. Public Incentives & Benefits Analysis** – Determine the necessary funds required at each stage of the development process of the Project in order to manage responsibilities and sources of funding appropriately. Identify various scenarios and options for public financial incentives and benefits to assist in the development of the Project.
- 3. Pro Forma Development** - Prepare anticipated income and expense pro forma based upon Project scenarios to include all projected hard and soft costs as well as potential income scenarios to determine each of the Project site's alternative financial feasibility. Landform will maintain

current "Dashboard" summaries for review and assessment by the team, and to assist in the analysis of potential Project scenarios.

4. **Development & Disposition Scenario Analysis** - Prepare and present various options and strategies for disposition of the Project parcels based upon identified Project parameters. Evaluate and prioritize potential development and disposition options for the Project.

D. Marketing

1. **The Project Identity Establishment** – Coordinate the efforts of the third party design consultant to assist in finalizing the brand identity for the Project. This may include a brand for the overall area as well as sub-brands for specific portions of the Project.
2. **Project Marketing Strategy** – Develop an overall marketing strategy, and appropriate sub-strategies, necessary to bring the Project to several markets. This will include the coordination of third party consultants to develop marketing collateral (print, electronic, etc.) necessary to present the Project to potential purchasers in the community, at trade shows, and/or industry events.
3. **Marketing Package Preparation** – Prepare and maintain comprehensive Project site marketing packages, to include the assembly of relevant economic, demographic, traffic, and planning data for Owner's use in disposition strategy.

E. Development

1. **Proposal Criteria Establishment** – Work to establish a criteria for disposition strategies. This may include leveraging industry relationships, evaluating presented opportunities, or developing specific RFP opportunities where appropriate. Landform will present the criteria to the Owner for consideration and approval.
2. **Property Interest Solicitation** – Based upon industry knowledge and existing team relationships, disseminate marketing package(s) on behalf of Owner to targeted groups. Establish communication and as appropriate facilitate introduction of Owner to potential candidates for the various development options with the intent for deal establishment. For the term of this Agreement (or as extended by the parties) Landform shall be the exclusive development manager and will be responsible for all potential development deals within the 140 acre Project.
3. **Development Options** – Assist Owner in advancing the following development scenarios:

- a. Property Sale or Lease – Assist in finalizing an agreement for the sale or lease of the Project land.
 - b. Public-Private Partnership (P3) – Assist in the establishment of development partnership(s) with private entities for various components of the Project.
 - c. Owner Self-Development – If applicable, assist Owner in developing a program for self development and ownership of specific components of the Project (see below).
4. **Development Administration** – Organize, prepare, and disseminate ongoing reporting, budgeting, and meeting minutes for the review of the team and Owner. Attend and present reports at scheduled HRA meetings and stand for questions or further consideration. Coordinate with Staff to prepare and present cases for consideration by the HRA and/or other boards or commissions of Owner.

F. Owner Self-Development (if applicable)

Scope of services shall include but not be limited to Design Coordination, Pre-Construction, Leasing, Financing, Project Management, Tenant Coordination, and Project Closeout.

ARTICLE IV. BASIS OF COMPENSATION:

A. Development Management Services (Administrative Compensation)

Project Organization / Planning and Engineering / Development Feasibility / Development / Marketing Phases

1. Landform shall provide development management services for the twelve (12) month period from April 1, 2010 – March 31, 2011 per the following activity schedule on a fixed fee basis:

Initial Workshop

Landform shall organize and facilitate a workshop session with selected members of Staff and the HRA to review, strategize, and formalize the proposed development structure. This will be focused on assisting the Owner in arriving at an agreeable basis on which to proceed with the Project, and how it will identify and evaluate various disposition strategies.

Organizational Activities

Pre-Development & Planning
 Municipal Approvals / Entitlements / Development Board-Commission
 Architectural Coordination & Establishment
 Preliminary Engineering

Project Construction Guidelines & Rules
Anchor Procurement Process
Commence Sales & Leasing effort & Developer Solicitation
Marketing
Financial Analysis
Tenant Coordination
Off-Site Improvement Coordination
Public Projects
Owners Coordination (existing owners in Ramsey TC)
Reporting & On-Going Meetings with City of Ramsey
The Organizational Activities do also include all those services as referenced in Article I Project Scope, Article II Project Objective, and Article III Development Management Services herein.

2. Compensation.

Landform shall be compensated a total of \$180,000.00 for those services described in paragraph 1. above during the Term of the Agreement at the rate of \$15,000.00 per month. However, in the event this Agreement is terminated prior to March 31, 2011, Landform shall receive the said \$15,000 monthly compensation only for each full month this Agreement is in effect and a prorated amount for any partial month during which this Agreement is in effect. This \$180,000.00 compensation is hereinafter referenced as the "Administrative Compensation".

B. Incentive Based Development Compensation (Incentive Compensation)

In addition to the Administrative Compensation received for development management services, Landform shall receive additional incentive-based compensation (Incentive Compensation) for development management services based upon success in advancing the development.

1. For the purposes of this Agreement, it is assumed that the disposition of various land parcels may occur in any of three ways: Sale or Lease, Public-Private Partnership (P3), or Owner Self-Developed. Landform shall solicit the interest of various prospective end-users, to include individual entities, corporations, developers, and/or development partners. Landform will coordinate the efforts of all team members to provide a uniform front to the development community, and assist in the evaluation, consideration, negotiations, and deal structuring on any disposition of land within the development area. Compensation under this section will be paid on all transactions regardless of origin or referral source. Meeting update reports documenting marketing progress shall be presented to the Owner on a regular basis.

2. The Incentive Compensation shall be **two percent (2.00%)** of the total capital cost of the end use of the parcel or property sold or developed which is the Development'(s) Capital Cost(s) (the "DCC"). The DCC shall be the total of the following items a. through e:
 - a. The net land sale price paid to Owner plus;
 - b. The proforma building value as presented by Landform net any City of Ramsey of HRA building subsidy provided to developer, except that said value shall not exceed the then current Minnesota Department of Labor and Industry's Building Valuation Data by more than 25% plus;
 - c. The site improvement costs net any City of Ramsey or HRA site subsidy provided to developer ("Subsidy") plus;
 - d. The development soft costs such as engineering, planning architecture, legal fees, any marketable title issues, realtor commissions, finance expenses and special inspections net of any Subsidy. In no event shall the development soft costs exceed 20% of the total of items a. through c. above.
 - e. In all events, the total DCC shall be net of any Subsidy.

The DCC is the basis for the Incentive Compensation. However, the parties agree that during the term of this Agreement, unique development scenarios may be presented which will require modification of the Incentive Compensation terms. With that understanding the parties agree to negotiate as necessary modified terms in relation to the Incentive Compensation.

3. The Incentive Compensation will be payable at the following stages of a specific development:
 - a. On a monthly basis, Landform shall receive monthly advances on future Incentive Compensation in the amount of **\$10,000/each**. Such draws shall be reimbursed from the proceeds of the Incentive Compensation when earned, and shall be considered minimum compensation for this contract component. However, in the event this Agreement is terminated prior to March 31, 2011, Landform shall receive the said \$10,000 monthly advance only for each full month this Agreement is in effect and a prorated amount for any partial month during which this Agreement is in effect. Monthly draws shall terminate once total compensation under this section reaches **\$120,000**.

- b. During the drafting of any lease or purchase agreement and/or development agreement (HRA Contract), the HRA and Landform shall work to determine the DCC, according to the formula defined in section IV, B. 2. above, which DCC total shall be used to determine the Incentive Compensation. A purchase agreement must have a closing date within 120 days of execution to be considered a "purchase agreement" for Incentive Compensation purposes. Once contingencies to an HRA Contract are removed, allowing closing to proceed within 120 days, the Incentive Compensation will become due and payable to Landform. The Incentive Compensation, once calculated based on these criteria, or from criteria outlined in this Section B., Paragraphs 4 and 5 below for Larger Development(s) or Phased Development(s), respectively, shall be final on or before the execution of any HRA Contract. Any substantial changes to the proposed development phasing, or terms prior to closing will necessitate redetermination of the Incentive Compensation consistent with the terms herein. Minor changes will be considered incidental.
- c. Upon the execution of an HRA Contract, Landform shall receive **20%** of the total Incentive Compensation, EXCEPT that in no event shall the said 20% exceed the earnest money or other down payment received by the HRA from the other party to the HRA Contract, i.e. buyer, lessee, or developer, except upon specific HRA authorization. In such circumstances where the portion of Incentive Compensation due exceeds the non refundable earnest monies or down payment received by the HRA, that portion in excess of said earnest money shall be deferred to the Incentive Compensation due upon closing of the land sale transaction, as described in paragraph d. below, or when said earnest monies become non-refundable, whichever occurs first.
- d. Upon closing of a land sale transaction between the HRA and a parcel developer, or tenant occupancy under a lease, Landform shall receive **60%** of the total Incentive Compensation.
- e. Following development design, permitting and construction, and upon issuance of a Certificate of Occupancy by the City of Ramsey, Landform shall receive a final payment of **20%** of the total Incentive Compensation, subject to this Section B, paragraphs 4 and 5 below.

Example for Paragraph 3.a.-e. above: An HRA contract is signed on a parcel of land for an office building having a DCC of \$10m in June, 2010. There are three (3) previous advances totaling \$30,000.

- i. The Incentive Compensation is calculated at two percent (2%) of \$10m or \$200,000.
- ii. The initial payment would be twenty percent (20%) of the total Incentive Compensation or \$40,000 **minus** the previous advances of \$30,000 for a net payment of \$10,000.
- iii. Closing occurs and the second payment of sixty percent (60%) of the Incentive Compensation becomes due in the amount of \$120,000 **minus** subsequent draws (if any).
- iv. Upon certificate of occupancy for the office building, the final twenty percent (20%) of the Incentive Compensation becomes due in the amount of \$40,000.

4. **Large Developments** – In calculating the Incentive Compensation on developments with a total DCC greater than \$30 million in a single transaction, the following equation shall be used:
- a. The Incentive Compensation shall be two percent (2%) of the DCC up to \$30 million (standard agreement);
 - b. Then, one percent (1.0%) for DCC in excess of \$30 million up to \$100 million;
 - c. Then, one half percent (0.5%) for DCC in excess of \$100 million up to \$150 million;
 - d. Then, one quarter per cent (0.25%) for DCC in excess of \$150 million.

Example for paragraphs 4. a.-d. above: An HRA contract is signed for a development with an estimated DCC of \$180,000,000. The Incentive Compensation shall be calculated as follows:

- i. 2.0% of \$30m = \$600,000
- ii. 1.0% of \$70m = \$700,000
- iii. 0.5% of \$50m = \$250,000
- iv. 0.25% of \$30m = \$75,000
- v. Total Incentive Compensation = \$1,625,000

5. **Phased Developments** – In calculating the Incentive Compensation on developments where occupancy is anticipated to be phased over a period greater than 24 months from closing of the transaction (phased start), a discount to the Incentive Compensation will be applied.
- a. **Phase 1.** For the purposes of this paragraph 5, if the land for the entire development is purchased at closing, the entire land value shall be reflected in phase 1 of the development. The Incentive Compensation for Phase 1 of the development shall be paid at the

20/60/20 percentages, as described in Section B, paragraph 3, b through e, above.

- b. **Future Phases.** For each 12 month period of the development, or portion that is anticipated to be phased beyond 24 months, the DCC for said Future Phases shall be calculated minus the net land sale price defined in paragraph 2.b. above. In addition, the Incentive Compensation for that portion of the development shall be discounted as follows:
- i. Phase 2. For those portions of the development anticipated to commence following the 24th month through the 36th month the Incentive Compensation will be 80% of the full Incentive Compensation, payable as follows:
 - a) Based upon the DCC minus the net land sale price, Landform shall receive 50% of the Incentive Compensation attributable to the phase 2 development as discounted in paragraphs 4 above and this paragraph 5 in sequence, upon closing of a land sale transaction between the HRA and a parcel developer, or tenant occupancy under a lease; and
 - b) Following development design, permitting, construction, and issuance of a Certificate of Occupancy by the City of Ramsey, Landform shall receive the final payment of 50% of the total Incentive Compensation attributable to that phase of the development as discounted in paragraphs 4 above and this paragraph 5, in sequence.
 - c) This Incentive Compensation payment formula shall apply to paragraphs ii., iii., and iv. below.
 - ii. Phase 3. Portions of the development anticipated to commence following the 36th month through the 48th month the Incentive Compensation will be 60% of the full Incentive Compensation.
 - iii. Phase 4. Portions of the development anticipated to commence following the 48th month through the 60th month the Incentive Compensation will be 40% of the full Incentive Compensation.
 - iv. Phase 5., etc. Portions of the development anticipated to commence after the 60th month the Incentive Compensation will be 20% of the full Incentive Compensation. In the event of termination of this Agreement, any outstanding earned Incentive Compensation becomes due and payable according to the terms herein.
 - v. Following the 84th month after closing on the first phase transaction, any portions of these fees deferred are eliminated.

Example for paragraph 5.a.i through v. above: A sale occurs for an apartment project consisting of six buildings. Two are to be constructed immediately; two are anticipated to begin 36 months later, and the last two the year after. The DCC for each phase is roughly \$20m (\$18m in building and \$2m in land). Both the Phased Developments (Article IV, B, 5) and the Large Developments (Article IV, B, 4) discounts shall apply.

- i. First phase Incentive Compensation shall be the full two percent (2%) of the **\$24m** (Phase 1 plus total land costs) or \$480,000.
 - ii. Phase 2. \$18m for building only, is discounted 20% or \$3.6m for a total value of \$14.4m. For the purposes of Incentive Compensation for this section one-half of that value or \$7.2m is realized. For \$6m of this value the full two percent (2%) applies for a total Incentive Compensation of \$120,000, for the remaining \$1.2m (now over \$30m value) one percent (1%) applies or \$12,000, for a total fee of \$132,000, with \$72,000 deferred as outlined in paragraph b.i. above.
 - iii. Phase 3, \$18m for building only, is discounted 40% or \$7.2m for a total value of \$10.8m. For the purposes of Incentive Compensation for this section one-half of that value or \$5.4m is realized. The Incentive Compensation of one percent (1%) applies for a total Incentive Compensation of \$54,000 with \$54,000 deferred as outlined in paragraph b.i. above.
 - iv. The total Incentive Compensation, subject to the 20/60/20 split as outlined in paragraph 3.b. through e. above would be \$666,000 with \$126,000 deferred as outlined in paragraph b.i. above.
6. **Prior Projects.** Incentive Compensation shall be due on any development deals located within the Project that close or break ground after April 1, 2010. In the event of the termination of this Agreement, regardless of cause, any incentive compensation on active deals, as defined in paragraph 7. (Hot List) a. through f. below, that have been declared prior to termination shall become payable in full at the time of it's eventual execution of HRA Contracts, land sale transaction, and issuance of certificate of occupancy.

7. Hot List

- a. Active deals will be declared, approved, and tracked through a "Hot List" incorporated into the active Dashboard. This list will be presented to the HRA at regular meetings for its approval. No active deal will be considered for placement on the Hot List unless there has been sufficient interest in the development by the subject developer, as determined by the HRA. The Hot List will have no binding effect if it has not received formal approval of the HRA. In the event of termination of this Agreement, the current Hot List will be finalized and approved by all parties.
- b. For Incentive Compensation coming due in the 12 months following the approval of the final Hot List, full Incentive Compensation will be paid pursuant to paragraph 3.c., d., and e. above.
- c. Following the 12th month through the 24th month the Incentive Compensation will be 80% of the full Incentive Compensation.
- d. Following the 36th month through the 48th month the Incentive Compensation will be 40% of the full Incentive Compensation.
- e. Following the 48th month through the 60th month the Incentive Compensation will be 20% of the full Incentive Compensation. After the 60th month, NO Incentive Compensation will be due to Landform.
- f. If, by the agreement of both parties, Services outlined in this proposal are provided outside the Project all terms and conditions outlined in this proposal shall apply on a parcel-by-parcel basis.
- g. Exceptions/Exclusions to Incentive Compensation:
 - i. No Incentive Compensation will become due on any public infrastructure (roads, bridges, utilities, etc.) projects constructed within the Project.
 - ii. No Incentive Compensation will become due on any public park projects including the City of Ramsey's East Meandering Park unless the park contains a commercial or private component for which the fee will be calculated on that portion alone.
 - iii. No incentive Compensation will become due on any city initiated facilities providing municipal services to the City of Ramsey. (i.e. City offices, pump house, public works facilities, community center, etc.). The term "community center" as used herein shall mean a facility that is constructed without any private partnership with the

City/Owner. Incentive Compensation will be paid on the Development Cost of the private portion of a community center where there exists a private/public partnership for said construction.

- iv. No Incentive Compensation will be paid for the workforce/market housing project known as, and proposed by Sands Companies (SCI, LLC). Landform, with staff, will assist the HRA in assessments, negotiations, and the preparation of documents for this project on an hourly basis for a fee not to exceed \$8,500 unless authorized in writing by the HRA.
- v. The Incentive Compensation for the HRA's pending Veterans Administration Clinic development (the "VA Clinic") notwithstanding anything herein to the contrary shall be limited as follows:
 - vi. The Incentive Compensation shall be one-half percent (.5%) of the Development's Capital Cost for the space occupied by the VA Clinic.
 - vii. The Incentive Compensation shall be two percent (2%) of the Development's Capital Cost of the second story of the VA Clinic building constructed for occupancy by users other than the VA Clinic.

C. Additional Compensation

In the normal course of the development of the project, It becomes necessary at times to prepare detailed feasibility, preliminary, and final design documents. Typically these are completed by the developer, as part of the overall development and include land surveying, civil engineering, planning, landscape architecture, and related architectural disciplines. Additionally, these services are also necessary for individual site development plans by either the end-user, or the developer on behalf of the end-user.

1. For the term of this Agreement (or as extended by the parties) when the need for design services beyond the basic services outlined in Article III. Section B of this Agreement, it is understood that said services identified in the above paragraph in this Section C. will either be performed by or coordinated by Landform. At the time the need is identified, Landform will prepare a proposal specific to the scope required and present said proposal for consideration and approval by the HRA.
2. For the term of this Agreement (or as extended by the parties) when the need for design services beyond the basic services outlined in Article III. Section B of this Agreement is required by an end-user, to the extent possible the HRA shall require this work be completed by Landform at the

end-user's direction and costs. Whether these services are contracted directly between the end user and Landform, or if they are escrowed by the HRA for payment to Landform, the contract for such services will be reviewed and approved by the HRA. Architectural services are excluded from this condition.

3. All design services performed shall be at normal and customary fees constant with fees Landform charges similar clients for similar projects. Said fee schedule attached as Exhibit B.
4. In any event, the HRA and Landform, understanding the dynamic nature of the development business, shall be free to discuss compensation strategies specific to deals of a more complicated nature, or on deals outside the Project, so as to create appropriate compensation on specialized deals.
5. Should the HRA opt to self-develop certain components of the Project, services and fees will be determined and mutually agreed upon for each component at that time.

D. Only Compensation

For work within the Project, Landform agrees that the Administrative Compensation, the Incentive Compensation and the Additional Compensation shall be the only compensation paid to Landform under this Agreement.

E. Reimbursable Expenses

In addition to the compensation set forth above, Landform shall receive reimbursement from Owner subject to the provision of proper documentation for the expenses listed in paragraphs 1., 2. and 3. below for Project related expenses at cost plus 10%. No Reimbursable Expenses will be considered for payment unless said expense is included as an expense item category previously approved on the then current HRA budget.

1. Any normal and ordinary business expenses permitted by the City/Owner including temporary living and travel expenses, airfare, lodging, car rental, mileage, meals, parking and tolls. Said expenses shall be approved by Owner prior to expenditure.
2. Administrative expenses incurred in connection with work performed on Owner's behalf and to handle Project related documents during the course of Project. Expenses shall include but not be limited to costs for reproduction, photocopies, printing, postage, and overnight delivery. Also to be reimbursed shall be the costs for Landform's providing various web-based Project and information management systems and hosting for the

purposes of collaboration, document sharing, and marketing during the course of the Project.

3. Third party expenses such as sub-consultant fees, event registrations, memberships, third party services, and other similar expenses. Said expenses shall be approved by Owner prior to expenditure.

F. Invoicing and Owner Payment

An initial retainer of fifteen thousand dollars (\$15,000) shall be made upon execution of this Agreement and is minimum payment under this Agreement. Said retainer shall be credited to Landform's account and applied to the final invoice of the initial twelve month phase.

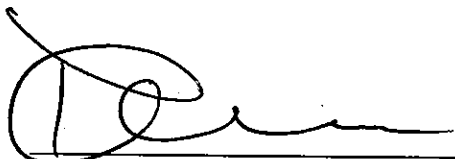
Landform shall invoice Owner for services rendered that month, or for Incentive Compensation becoming due, with the Administrative Compensation payment due within 30 days of the invoice date. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance.

ARTICLE V. FORM OF CONTRACT:

The attached Terms and Conditions, Exhibit C are incorporated by reference and are an integral component of this contract.

Landform agrees to perform the Services described in this Proposal under the terms as outlined, subject to the terms and conditions of the Purchase of Services Agreement of even date to which this proposal is attached as Schedule A.

The HRA accepts the scope, terms and conditions outlined in this Proposal and instructs Landform to perform the Services as outlined, subject, to the terms and conditions of the Purchase of Services Agreement of even date to which this proposal is attached as Schedule A.



Darren B. Lazan
President

Date: 4/21/10

Landform Federal Tax ID: 27-1199905

**Housing and Redevelopment Authority
(HRA) of the City of Ramsey, Minnesota**

By: 
Its Chairperson

ATTEST:

By: 
Its Executive Director

Date: 4/21/10

LIST OF EXHIBITS

Exhibit A - Legal Description

Exhibit B - Landform Fee Schedule per Article IV. C.3.

Exhibit C - Additional Agreement Terms and Conditions

Exhibit A

Legal Description of the Project Property

Outlots V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

and

Outlot GG, RAMSEY TOWN CENTER ADDITION, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

and

Outlot A, RAMSEY TOWN CENTER 11th ADDITION, and Lot 1, Block 1, RAMSEY TOWN CENTER 11th ADDITION, Anoka County; Minnesota, except that part which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating;

and

Outlot B, RAMSEY TOWN CENTER 11th ADDITION Anoka County; Minnesota;

and

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, Anoka County; Minnesota which lies easterly of the easterly line of Block 1, RAMSEY TOWN CENTER 7th ADDITION, and its southerly extension;

and

All that part of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION Anoka County; Minnesota, lying southerly of the following described line: Commencing at the Northeast corner of Block 1, Ramsey Town Center 7th Addition; thence South, along the East line of said Block 1,

a distance of 247.47 feet to the Point of beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7th Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, and said line there terminating.

and

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8th ADDITION Anoka County; Minnesota;

Beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7th Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2nd ADDITION, and said line there terminating.

and

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8th ADDITION Anoka County; Minnesota;

and

Outlots F, G, H, J, K, N, O, P, Q and R, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

and

Tracts A, C, D and E, REGISTERED LAND SURVEY NO. 241 Anoka County; Minnesota;

and

Outlot M, RAMSEY TOWN CENTER ADDITION, except that part platted as RAMSEY TOWN CENTER 5th ADDITION Anoka County; Minnesota;

and

Outlot A, RAMSEY TOWN CENTER 5th ADDITION Anoka County; Minnesota;

and

Outlot A, RAMSEY TOWN CENTER 10th ADDITION Anoka County; Minnesota;

and

Outlots A and B, RAMSEY TOWN CENTER 7th ADDITION Anoka County; Minnesota;

and

Lot 2, Block 1, RAMSEY TOWN CENTER 5th ADDITION, Anoka County; Minnesota;

Exhibit B

Landform Fee Schedule per Article IV. C.3.

Exhibit B

LANDFORM

From Site to Finish

105 South 5th Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

RATE SCHEDULE

Effective Date: July 1, 2008

LABOR RATES

The following hourly rates shall be used for this contract:

Senior Principal	195.00/hour
Principal	160.00/hour
Associate	130.00/hour
Water Resources Specialist	125.00/hour
Project Designer	115.00/hour
Senior Designer	115.00/hour
Designer III	80.00/hour
Designer II	75.00/hour
Designer I	65.00/hour
Project Planner	115.00/hour
Senior Planner	115.00/hour
Planner III	80.00/hour
Planner II	75.00/hour
Planner I	65.00/hour
Survey Department Manager	135.00/hour
Survey Project Manager	115.00/hour
Crew Coordinator	100.00/hour
Survey Technician III	90.00/hour
Survey Technician II	75.00/hour
Survey Technician I	65.00/hour
Crew Chief	90.00/hour
Instrument Person	55.00/hour
GPS Equipment	35.00/hour
Construction Observation III	110.00/hour
Construction Observation II	85.00/hour
Construction Observation I	80.00/hour
Department Manager	75.00/hour
Information Systems Manager	125.00/hour
Senior Administrative Assistant	85.00/hour
Administrative Assistant	50.00/hour

REIMBURSABLE EXPENSES

Internal reimbursable expenses are priced as follows:

Mileage	0.55 per mile
Plotting on Bond	0.25 per square foot
Plotting on Vellum	1.10 per square foot
Plotting on Mylar	2.50 per square foot
Plotting in Color	7.00 per square foot
Color Printing	1.00 for 8.5 x 11
	2.00 for 8.5 x 14, 11 x 17
Scanning	1.50 per scan
CD/DVD	10.00 per cd/dvd

External reimbursable expenses shall be billed at cost plus 15%.

EXHIBIT C

TERMS AND CONDITIONS

1.0 CONSULTANT'S SERVICES. Consultant shall perform the services identified in this Proposal and no others unless otherwise agreed and unless Consultant is paid additional compensation in accordance with this Proposal. As used in this Terms and Conditions document, the term "Client" means the City of Ramsey and the term "Consultant" means Landform.

1.1 STANDARD OF CARE. Consultant's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by the Consultant.

1.2 SCHEDULE. Time limits established by the schedule identified in the Proposal shall not, except for reasonable cause, be exceeded by Consultant or Client. Consultant's compensation shall be equitably adjusted in the event of delays caused by Client, Client's other consultants, or Client's agents. Fees quoted in the Proposal shall be adjusted if services do not commence within 90 days after the date of the Proposal.

2.0 ADDITIONAL SERVICES. In addition to any other Additional Services listed in the Proposal, the following services are not included in Basic Services and Client shall compensate Consultant for such services upon prior agreement by Client, in addition to compensation for Basic Services: (1) Making revisions in Drawings and Specifications or other documents when such revisions are (a) inconsistent with approvals or instructions previously given, (b) the result of adjustments in Client's requirements, (c) required by enactment, interpretation or revision of codes, laws or regulations subsequent to preparation of such documents, (d) required by the failure of Client or Client's consultants to render decisions or to provide necessary information in a timely manner, (e) imposed by municipal or other authorities as a condition for approval of a project, unless the Drawings, Specifications or other documents clearly were not in compliance with applicable law when submitted for approval, or (f) due to or caused not solely within control of Consultant; (2) Providing any services excluded from the Scope of Services identified in the Proposal; (3) Providing any other services not otherwise expressly included in this Proposal.

7.0 MISCELLANEOUS PROVISIONS. ((1) This Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. (2) This Proposal may be amended by written instrument signed by both Client and Consultant or, in the case of Additional Services, by a written confirmation from Consultant to which Client does not object within ten (10) working days.

9.0 BASIS OF COMPENSATION. Client shall compensate Consultant as set forth in the Proposal.

10.0 DELAYED PAYMENT; PAYMENT DISPUTES.

10.1 CONDITIONS PRECEDENT TO WITHHOLDING PAYMENT. The Client may not withhold any payments to the Consultant unless the basis of (including all particulars) and amount in dispute are identified and presented in writing to the Consultant not later than the twenty-fifth (25th) calendar day after presentation of the disputed invoice.

10.2 NOTICE OF CLAIMED ERRORS OR OMISSIONS. Client shall provide written notice, including all known particulars, to Consultant of any claimed errors or omissions in Consultant's services not later than 60 calendar days after Client becomes aware, or in the exercise of reasonable diligence should have become aware, of the existence of such error or omission. Consultant shall be given a reasonable opportunity, during such 60-day period, to investigate and recommend ways of mitigating any alleged damages. Client's failure to provide such notice, and/or Client's failure to provide Consultant a reasonable opportunity to investigate and make recommendations, within the time stated shall constitute an irrevocable waiver of any and all claims, counterclaims, defenses, setoffs, or recoupments Client might have in connection with any such alleged error or omission. In the event Client asserts a claim in violation of this paragraph, or in the event that any other error and omission claim asserted by Client is determined to be without substantial merit,

10.3 ERRORS OR OMISSIONS OF CLIENT'S CONSULTANTS. If Client has separately retained other design professionals Client agrees to defend, indemnify, and hold the Consultant harmless from all loss, damage, liability, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or relating to (a) the negligent acts or omissions of such other design professionals, and/or (b) the failure of such other design professionals to carry or maintain professional liability insurance in an amount adequate to protect Client and Consultant from loss.

SCHEDULE B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

- 1.1 Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 1.2 Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- 1.3 Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance.
- 1.4 Professional Liability or Errors and Omissions insurance appropriate for the profession. Coverage shall be maintained for at least two years following the completion of work.

2. Minimum Limits of Insurance: Bidder/contractor/consultant shall maintain **NO LESS THAN:**

- 2.1 Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability: \$1,000,000 each occurrence. If Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
- 2.2 Business Automobile Liability and if necessary, Commercial Umbrella Liability: \$1,000,000 each accident for bodily injury and property damage.
- 2.3 Employers Liability: as required by the State of Minnesota
- 2.4 Professional Liability or Errors and Omissions: \$1,000,000 per occurrence.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the HRA. At the option of the HRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects HRA, agents, officers, directors, and employees; or the bidder/contractor/consultant shall procure a bond guaranteeing payment of losses and related

investigations, claim administration and defense expenses; or the bidder/contractor/consultant shall provide HRA-requested financial statements for the purpose of verifying financial solvency, and acceptance of deductibles or self-insured retention based on this verification.

4. Other Insurance Provisions

- 4.1 The General Liability policy is to contain, or be endorsed to contain, the following provision: **HRA, its agents, officers, directors, and employees are to be covered as an additional insured for all liability coverages using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.** This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. The HRA's insurance shall be excess of the Consultant's insurance and shall not contribute to it. The Consultant's coverage shall contain no special limitations on the scope of protection afforded to the HRA, its agents, officers, directors, and employees.
- 4.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the HRA, its officers, officials, employees or volunteers.
- 4.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the HRA.
- 4.4 The Contractor shall include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against the HRA, its agents, officers, directors, and employees.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of A:VII, unless otherwise acceptable to the HRA.

6. Verification of Coverage

Contractor shall furnish the HRA with certificates of insurance and original endorsements effecting coverage required by this clause. *The certificate attached to this contract should be signed by a person authorized by that insurer to bind coverage on its behalf. A certificate other than the one attached may be used if coverages and endorsements match or exceed the coverages identified on the attached certificate.* All certificates and endorsements are to be received and approved by the

HRA before work commences. The HRA reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2010

PRODUCER (952)707-8200 FAX (952)890-0535
Kraus-Anderson Insurance
 420 Gateway Boulevard
 Burnsville, MN 55337-2790

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED **Landform**
 105 Fifth Ave. South
 Suite 513
 Minneapolis, MN 55401

INSURER A: **Secura Insurance**
 INSURER B: **Landmark American Ins Co**
 INSURER C:
 INSURER D:
 INSURER E:

22543

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	BP-003156589-9	11/18/2009	11/18/2010	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ Included				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	A-003156590-9	11/18/2009	11/18/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	AUTO ONLY - EA ACCIDENT \$				
OTHER THAN AUTO ONLY: EA ACC \$					
AGG \$					
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU-003156592	11/18/2009	11/18/2010	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000				
	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC-003156591-9	11/18/2009	11/18/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000				
	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
	E.L. DISEASE - POLICY LIMIT \$ 500,000				
B	OTHER Professional Liability	LHR724124	11/18/2009	11/18/2010	Each Claim: \$2,000,000 Aggregate: \$2,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Ramsey Town Center Project in the City of Ramsey

SEE ATTACHED

CERTIFICATE HOLDER

Housing and Redevelopment Authority +
 of the City of Ramsey
 7550 Sunwood Drive NW
 Ramsey, MN 55303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Justin Voerster/AMBER 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Housing and Redevelopment Authority +

Certificate issued to Housing and Redevelopment Authority +

04/07/2010

Kraus-Anderson Insurance

04/07/2010

The Certificate Holder, its agents, officers, directors, and employees are Additional Insureds under the Commercial General Liability on a Primary/Non-Contributory Basis when required by written contract.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Commercial General Liability and Workers' Compensation Policies when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM

1. Additional Insured When Required by Written Construction Contract

A. Operations Performed for an Additional Insured

Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

B. Limitations

The Operations Performed for an Additional Insured coverage is limited as follows:

1. This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

2. Additional Insured When Required by Written Construction Contract – Completed Operations

A. Additional Insured - Completed Operations

WHO IS INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

1. A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by the written contract or agreement. If no time period is required by the written contract or agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of:
 - a. The period of time required by the written contract or agreement; or
 - b. Five years from the completion of "your work" on the project which is the subject of the written contract or agreement.
2. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
4. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or agreement.

3. Primary and Noncontributory

As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in 1. and 2., above specifically requires that this insurance be either primary or primary and noncontributory.

4. Waiver of Transfer of Rights of Recovery Against Others to Us

LIABILITY CONDITIONS; Transfer of Rights of Recovery Against Others to Us, is amended by adding the following:

We waive any right of recovery we may have to recover we make for all or part of any payment we have made under this Coverage Part arising out of "your work" under a written contract or agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

5. Amendment – Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1 MN

ALL PERSON(S) OR ORGANIZATION(S) AS
REQUIRED BY WRITTEN CONTRACT

LOC(S) AS SPECIFIED IN
WRITTEN CONTRACT

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise indicated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No. 000
Premium \$

Insurance Company
SECURA INSURANCE,
A Mutual Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

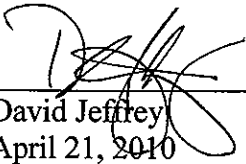
Memorandum

To: City of Ramsey HRA
From: David Jeffrey, HRA Commissioner and Vice Chairperson
Date: 4/21/2010
Re: Execution of HRA/Landform Professional Services, LLC Purchase of Services Agreement dated April 21, 2010 (the "Landform Agreement")

By this memorandum I want it to be known and memorialized why I have signed the above the Landform Agreement.

On March 16, 2010, the HRA, by a vote of 6 – 1, authorized the HRA to enter into the Landform Agreement. HRA Chairperson John Dehen, notwithstanding the above referenced directive, has refused to sign the Landform Agreement.

Therefore, as HRA Vice-Chairperson, I accepted the HRA March 16, 2010 directive and have signed the Landform Agreement on behalf of the HRA.



David Jeffrey
April 21, 2010

IN RELEASING THE ATTACHED MEMORANDUM, THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY EXPRESSLY PRESERVES AND DOES NOT WAIVE THE RIGHT TO DESIGNATE FUTURE COMMUNICATIONS WITH LEGAL COUNSEL AS PROTECTED BY THE ATTORNEY CLIENT PRIVILEGE AND TO DEEM CERTAIN INFORMATION TO BE CLASSIFIED AS PROTECTED, NON-PUBLIC DATA PURSUANT TO MINNESOTA STATUTE SECTION 13.02 SUBD. 13 AND CONFIDENTIAL PURSUANT TO MINNESOTA STATUTE SECTION 13.02 SUBD. 3 TO THE EXTENT A CIVIL LEGAL ACTION EXISTS.



Offices in
Minneapolis
Saint Paul
St. Cloud

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
www.kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

SCOTT J. RIGGS
Attorney at Law
Direct Dial (612) 337-9260
Email: sriggs@kennedy-graven.com

March 19, 2013

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

Housing and Redevelopment Authority of the City of Ramsey
c/o Mr. Kurt Ulrich, Executive Director
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: Review of Purchase of Services Agreement, dated April 1, 2011, between the Housing and Redevelopment Authority of the City of Ramsey and Landform Professional Services, LLC

This letter is written in response to a request from the Housing and Redevelopment Authority of the City of Ramsey ("HRA") for a review and opinion regarding a Purchase of Services Agreement, dated April 1, 2011, ("Agreement") between the HRA and Landform Professional Services, LLC ("Landform"). Prior to the HRA's request for review of the Agreement, concern had been raised that Landform may have violated the Agreement, particularly Section X of the Agreement entitled "Compliance With Laws" as it relates to Minnesota Statutes Chapter 82 and requirements concerning licensed real estate brokers. The initial question that the HRA posed for review involved whether or not the non-broker prohibition contained in Section X of the Agreement is enforceable as it relates to other sections of the Agreement. Additional follow-up issues were also requested to be addressed, if possible, following the initial review of the Agreement on its face.

In undertaking the review in support of this opinion, I have reviewed the following six documents:

1. A Purchase of Services Agreement, dated April 21, 2010 between the HRA and Landform; and
2. A Purchase of Services Agreement, dated April 1, 2011 between the HRA and Landform ("Agreement"); and
3. An untitled, undated and unsigned memorandum purportedly delivered to the HRA board and other parties; and
4. A memorandum prepared by John M. Huberty and addressed to William A. Erhart, dated January 1, 2013; and
5. A letter sent by Rob Shainess of Capstone Law to Kurt Ulrich, HRA Executive Director, dated January 31, 2013; and

6. A memorandum prepared by Thomas L. Bray of Briggs and Morgan, P.A. to the HRA, dated February 9, 2013 ("Bray Memorandum").

The above referenced documents form the basis for the limited review that was requested by the HRA regarding the Agreement. In conducting the review and providing this opinion, it is assumed that the HRA has had access to all of the above referenced documents. Further, it is also assumed that the summary of these documents provided in the Bray Memorandum sufficiently summarizes the background and assertions set forth in each of the individual documents. As such, no further summarization or analysis of these documents is provided in this opinion.

A. INTERACTION OF SECTION X WITH CONTRADICTORY PROVISIONS OF THE AGREEMENT.

Section X of the Agreement provides as follows:

X. COMPLIANCE WITH LAWS. In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the HRA to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. SPECIFICALLY, neither Landform, its team members, employees nor consultants are real estate brokers or salespersons as defined by Chapter 82 of Minnesota Statutes. Therefore, Landform will not be entitled to any compensation for work which requires a license under said Chapter 82.

The initial question that needs to be addressed regarding Section X of the Agreement is whether or not this section overrides any other contradictory provisions contained in the Agreement. The Agreement includes a Schedule A addendum entitled "Contractor's Proposal" which sets forth various services that are contemplated to be performed by Landform pursuant to the Agreement. On its face, the Agreement, including the Contractor's Proposal addendum, would suggest the providing of services for which a broker's license may potentially be required. The definition of the activities that constitute a real estate broker and for which a license is required is contained in Minnesota Statutes Section 82.55, subd. 19, which provides in part as follows:

Subd. 19. Real estate broker; broker. "Real estate broker" or "broker" means any person who: (a) for another and for commission, fee, or other valuable consideration or with the intention or expectation of receiving the same directly or indirectly lists, sells, exchanges, buys or rents, manages, or offers or attempts to negotiate a sale, option, exchange, purchase or rental of an interest or estate in real estate, or advertises or holds out as engaged in these activities.

As to specific language in the Agreement, the services contemplated by Article II, Article III.E.2, 3 and 4 and Article IV.B.1 of the Contractor's Proposal to the Agreement describes services for

which a broker license would appear to be required pursuant to Minnesota Statutes Section 82.55, subd. 19(a). These referenced sections of the Contractor's Proposal to the Agreement, when read in conjunction with the limiting language set forth in Section X of the Agreement, lead to the conclusion that there is an irreconcilable conflict between such provisions in the Agreement. Unfortunately, while Section X of the Agreement clearly requires compliance by Landform with all statutes and specifically, that no compensation will be provided for any work that requires a license under Minnesota Statutes Chapter 82, the other incorporated sections of the Contractor's Proposal to the Agreement as referenced above, contemplate the performance of services that appear to require a broker's license.

B. DOES LANDFORM'S ACTUAL PERFORMANCE OF THE AGREEMENT LEAD TO THE CONCLUSION THAT LANDFORM VIOLATED ARTICLE X OF THE AGREEMENT?

In reaching the initial conclusion set forth in part A of this memorandum, it appears that the HRA further desired that some form of review and investigation be conducted to determine whether or not Landform has actually violated Article X of the Agreement such that the Agreement would be terminable, or other action could be taken pursuant to the Agreement. While such a full scale investigation would appear to be beyond the scope of my understanding of my engagement for the HRA, and would likely require an extensive number of additional hours of review for this matter, including the conducting of interviews with numerous parties, the auditing of actual work performed and payments made pursuant to the Agreement, an attempt was made to discuss the performance of the Agreement with various parties involved in this matter.

Pursuant to request by Mr. Darren Lazan of Landform to Executive Director Kurt Ulrich to provide input to me regarding my review of this matter, I did contact legal counsel for Mr. Lazan, attorney Rob Shainess, pursuant to a telephone conversation and the exchange of emails and written correspondence. Unfortunately, Mr. Shainess declined to address the single question that I posed to him as follows: "Pursuant to the Agreement between the Ramsey HRA and Landform, what were the general activities your client took in fulfilling the Agreement and communicating with potential developers?" I also discussed this matter with HRA attorney Tom Bray and HRA Executive Director Ulrich. Based on these limited conversations and a plain reading of the Agreement, it is my conclusion that at least to some degree, some type of brokerage services likely were required of or were performed by Landform in its performance under the Agreement.

Unfortunately, as most parties will understand, this matter involves a rather difficult situation that results in potential confusion for both the HRA and Landform. The Agreement, with its apparently irreconcilable provisions, leads to my conclusion that neither party has clearly positive arguments to prevail over the other should this matter result in litigation.¹ As briefly

¹ Notwithstanding this conclusion, there appears to be limited consequence to the HRA for contracting with someone who did not have a real estate broker license. Minnesota Statutes Chapter 82 essentially provides only a penalty against the person who should have had the

noted above, numerous factual arguments or disputes would likely result as to what Landform actually did in performance of its services under the Agreement. While it is my conclusion that some brokerage type services likely had to have been performed by Landform in fulfilling the plain language of the Agreement, absent extensive testimony and auditing of worked performed and invoices received from Landform, one can reach no absolute conclusion as to the extent of the performance of such brokerage-type services by Landform.

It is also clear from the Agreement that Landform was to provide a broad range of services which did not require a license to the HRA in furtherance of the Agreement's development objectives. For example, the services contemplated to be performed by Landform in Article III, Sections A – C of the Contractor's Proposal to the Agreement would not appear to require a license. Based upon the limited information available to me regarding Landform's actual performance under the Agreement, it also appears fair to state, notwithstanding Article X of the Agreement, that any brokerage-type services constituted a smaller portion of the services provided by Landform in the performance of its duties under the Agreement. The Agreement clearly provides that Landform would be compensated for this broad range of services, not including those that contemplate a broker's license pursuant to Minnesota Statutes Chapter 82. In light of the very limited investigative review that was conducted by me concerning this matter, I can make no definitive conclusions as to what should or should not be withheld from any additional payments to Landform under the Agreement.

Upon consideration of the Agreement in its entirety, it is my opinion that if the HRA alleged a breach by Landform, or failed to pay Landform pursuant to the Agreement terms based solely on the argument that Landform was required to have a real estate broker license to perform purported services, that the HRA would not be successful in doing so.² The inclusion of the broker license language in Section X in the Agreement leads to the conclusion that the HRA and Landform were aware of the concern as to whether Landform needed a license. I also believe that a court would not be very sympathetic to the HRA if the HRA now attempted at this late hour to argue a breach of the Agreement to avoid payment under the Agreement, which otherwise appears to have been performed as promised.

license. The main enforcement mechanism is a ban of the person who should have had the license from bringing a cause of action for unpaid compensation if in fact the person should have had a license.

² One other provision of the Agreement, the "Compensation Carryover" terms set forth in Article IV.B.7. of the Contractor's Proposal to the Agreement (among other terms set forth in Article IV.B. as to Incentive Based Development Compensation, many of which appear convoluted and difficult to apply) requires a brief comment. Article IV.B.7. appears similar to an agreement to protect a broker upon termination of a services agreement. Determining how to enforce this Agreement language appears problematic on its face; thus, as is noted in part C of my letter, I reiterate my practical suggestion to attempt to negotiate a clear resolution and termination of the Agreement.

C. CONCLUSIONS AND PRACTICAL SUGGESTIONS.

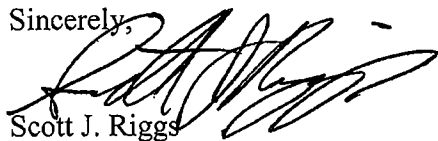
As the discussion above notes and the various memos submitted to the HRA suggest, the interpretation of the Agreement between the HRA and Landform is not easily discerned without additional extensive factual inquiry and auditing of work performed and invoiced by Landform pursuant to the Agreement. Notwithstanding this difficulty, it is reasonable to conclude that the performance of brokerage-type services by Landform likely occurred during its fulfillment of the Agreement. To what extent such brokerage services were performed by Landform and received by the HRA likely would be the subject of significant dispute should the parties to this matter not undertake significant efforts to amicably resolve and finalize the Agreement. Various arguments can be made by both the HRA and Landform as to how the Agreement should be interpreted and how the Agreement possibly could be worked-out and resolved positively for both sides. Keeping these thoughts in mind, my basic conclusions and suggestions regarding this matter are as follows:

- The language of Article X of the Agreement likely does not overcome the irreconcilable language contained in Landform's proposal (the Contractor's Proposal addendum to the Agreement) or somehow override the broad extensive services that Landform did provide under the Agreement.
- It is likely that at least to some degree, some type of brokerage services were required of or were performed by Landform in its performance under the Agreement such that a license was required under Minnesota Statutes Chapter 82.
- Despite reaching a conclusion that likely some form of brokerage services were provided by Landform under the Agreement, the broad spectrum of services that the Agreement overall required Landform to perform are due and payable to Landform, subject to some possible reduction for the brokerage services, if and only if an appropriate review and audit of such payments and performed services can be made, or the HRA and Landform come to some negotiated agreement regarding such services. The HRA would likely face limited success in withholding payments from Landform as to brokerage services (or any other services contemplated under the Agreement), absent clear evidence as to the extent of Landform's performance of brokerage services or some negotiated determination between the HRA and Landform as to the extent of such brokerage services.
- Absent additional information, the HRA should honor the majority of the Agreement payment obligations notwithstanding the possibility that Landform may have performed services or should have had a real estate broker license to perform some of its duties under the Agreement.
- In the event that the HRA desires to explore possible grounds to withhold some portion of payment due to Landform based on the performance by Landform of brokerage-type services under the Agreement, additional review of this matter and the activities of Landform is most likely necessary. Notwithstanding the potential need for additional review and information, the best and most expedient means for determining the extent of

any potential payment adjustment or the extent of any brokerage services performed by Landform under the Agreement likely could be better addressed pursuant to a negotiated settlement and a final work-out of the Agreement between the HRA and Landform. Ultimately, this is the most practical advice that I can provide to the HRA regarding this matter. Conducting extensive fact findings, audits, additional legal review and opinions, or review as to the Agreement or Landform's performance under the Agreement only leads to further expenditures by the HRA regarding this matter and a continued relationship between the HRA and Landform.

As initially noted in this memorandum, the conclusions and opinions set forth above are the result of my review of the above-noted documents, brief discussions with some of the involved parties, and the limited facts available as to the actual performance of the Agreement. In light of my conclusions concerning this matter, I would strongly encourage the HRA to attempt to enter into a work-out type agreement with Landform to fully resolve and clearly define all outstanding obligations and payments due between the parties and to reach a final termination of the Agreement.

Sincerely,



Scott J. Riggs
Kennedy and Graven, Chartered

Meeting Date: 04/09/2013**By:** Tim Gladhill, Community Development

Information**Title:**

FOR DISCUSSION ONLY: Receive Update and Consider Plan to Complete Stage I Improvements for COR TWO (Sunwood Retail Area) Located at the Southeast Intersection of Sunwood Drive and Armstrong Boulevard.

Background:

This case is for informational and discussion purposes only; no action is being requested at this time. The City Council approved the plat entitled COR TWO on August 13, 2012 (revised February 19, 2013). This development is also known as the Sunwood Retail development. The Final Plat approval required several Stage I Improvements. These Stage I Improvements are also referred to as the Common Improvements as it relates specifically to this development. These improvements generally include, but not necessarily limited to the shared access, sanitary sewer, water, and storm water systems. The attached plans provide the details of the required improvements.

Before the City can release the Plat for recording, the City requires that a work plan and appropriate security be provided. Essentially, the City needs the assurance that the Stage I Improvements will be completed if it is to be able to issue a Building Permit. The HRA agreed to be responsible to construct the Stage I Improvements as part of the Development Agreement with the City, *if the Plat was to be recorded*. The Development Agreement alone did not authorize the expense of actually constructing the improvements, as the HRA could choose to construct the improvements itself or require a future buyer to construct the improvements. The HRA could choose not to authorize construction of the improvements; however, the Plat would not be authorized to be finalized and recorded. In addition, the HRA does have an existing real estate contract with McDonald's USA, LLC that would be affected if the Stage I Improvements are not constructed.

This case is to discuss scenarios to complete the Stage I Improvements in order to allow the Plat to be recorded. At this time, no action is being requested to advertise for bids or award a contract. Staff needs additional time to properly analyze the current plans and cost estimates, as final plans were submitted to the City for review on April 3, 2013. In order to provide requested feedback from McDonald's, Staff is forwarding this discussion topic at this time, prior to formal action by the HRA at a future date. Based on discussion, Staff would anticipate forwarding an action item on the April 23, 2013 HRA Agenda to potentially advertise for bids.

Notification:

Notification is not required at this stage.

Observations/Alternatives:

On October 16, 2012, the HRA approved a work order with Landform Professional Services, LLC for 'soft costs' related to the design of these Stage I Improvements in the amount of \$34,600. Specifically, the HRA did not approve construction of these improvements, but design only. The City received the final plans for review on April 3, 2013. City Staff has been reviewing preliminary plans, cost estimates, and alternative scenarios over several occasions since the work order was approved. The current cost estimate provided by Landform Professional Services is \$327,467.73. It would be the intent to recoup the costs of these improvements through the sale of all three (3) parcels created by the Plat. The purchase price for Lot 2 (McDonald's) is \$470,000. Super America has also expressed an interest in construction of a convenience store/gas station this year. The sale of a parcel in COR 2 to Super America, and along Ramsey Boulevard, is currently under negotiation.

The HRA has an active Real Estate Contract with McDonald's USA, LLC, attached hereto. In order to meet obligations and timelines of said contract, Staff understands that a resolution to the matter will need to occur as soon as possible. Staff has received an Application for Building Permit from McDonald's USA, LLC. McDonald's

USA, LLC desires a status update related to the Stage I Improvements. With that in mind, this topic report has been prepared for discussion only at this point, as the next available HRA meeting is not until April 23, 2013.

Alternatives

Alternative #1 - HRA Awards Contract to Construct. This alternative would allow the HRA the highest degree of control over the Stage I Improvements, but does require that the HRA be responsible for the initial cost of the improvements. It would be anticipated that the cost of the improvements could be recouped through land sales of the development. Staff advises the HRA that construction on the improvements should not commence unless timed in conjunction with closing of a parcel within the Plat that provides the necessary capital to construct the improvements. Additionally, this process would require that the HRA authorize an advertisement for bids and awarding of a contract. The advertisement for bids would likely be a 3-4 week period before a contract could be awarded. Assuming the HRA would motion to direct Staff to advertise for bids on April 23, 2013, a contract could be anticipated to be awarded at the end of May or early June. Additionally, Staff will need the lead time prior to the April 23rd date to review the current pro-forma to ensure adequate cash availability.

Alternative #2 - HRA Requires Buyer to Construct. Currently, the HRA has an active real estate contract with McDonald's USA, LLC. The existing Purchase Agreement with Super America necessitates a renewal due to original deadlines that were part of that agreement. Staff would need additional time to negotiate these terms with one of these buyers. This would have a cumulative effect on current and future agreements with buyers of the three (3) COR TWO parcels.

Alternative #3 - HRA Chooses Not to Construct Improvements. If the HRA chose not to construct the improvements or would not be successful in negotiating with a buyer to construct the improvements, the City would not authorize the Plat to be recorded. It appears that there would be a default with the real estate contract with McDonald's USA, LLC. Staff would need more time to discuss with legal counsel the liabilities of said potential default.

Recommendation:

Legal Counsel has advised the HRA that the preferred scenario for the Stage I Improvements is for the HRA to complete said improvements, if the HRA is to honor the terms of the existing contract with McDonald's USA, LLC (Alternative #1), and to have the most control over the installation of the improvements to ensure their completion. It has been anticipated costs of the improvements are to be allocated to the three (3) new lots created with the Plat as part of the sale of property.

Funding Source:

Funding for the Stage I Improvements would come from the proceeds of the sale of property. Staff would advise the HRA not to proceed forward with the Stage I Improvements unless in conjunction with closing of land within the COR TWO plat. The HRA fund currently does not have sufficient funds to complete the improvements unless land proceeds are captured. A more detailed financial analysis, including determination of net proceeds (gross proceeds minus HRA costs) will be provided with any request to advertise for bids, which is anticipated for April 23, 2013.

Action:

There is no action being requested at this time. This topic report is for informational and discussion purposes only. Staff anticipates forwarding a request for action to authorize an advertisement for bids on April 23, 2013 in order to honor the terms of the current real estate contract with McDonald's USA, LLC, and to prepare the other two parcels for sale.

Attachments

Plan Set for Improvements

Cost Estimates

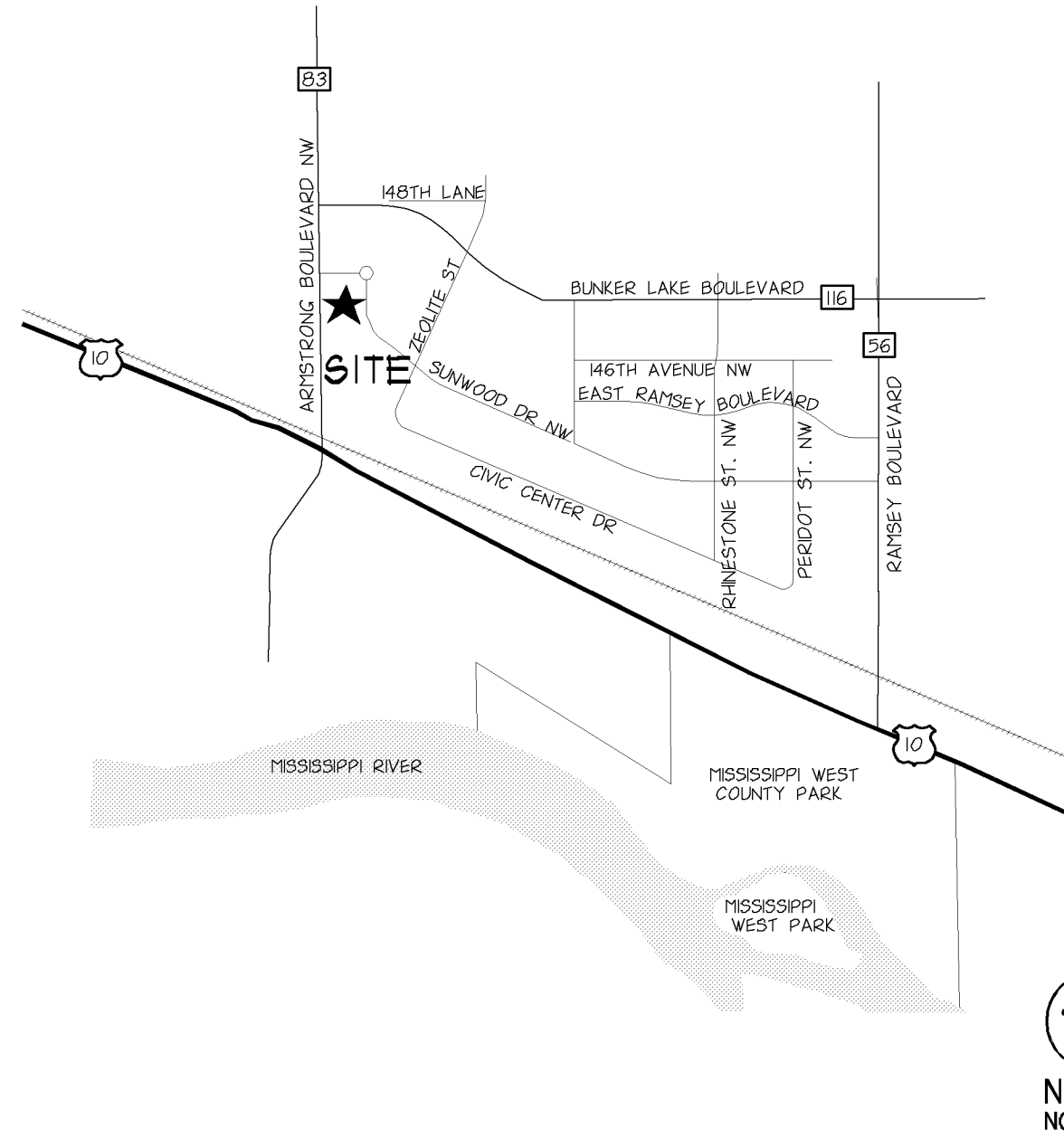
Cost Estimates Overall

McDonald's Real Estate Contract

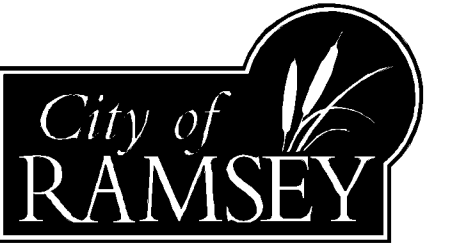
City Development Agreement

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	04/04/2013 07:12 AM
Kurt Ulrich	Tim Gladhill	04/04/2013 07:44 AM
Tim Gladhill (Originator)	Tim Gladhill	04/04/2013 07:52 AM
Diana Lund	Diana Lund	04/04/2013 08:06 AM
Kurt Ulrich	Kurt Ulrich	04/04/2013 04:07 PM
Form Started By: Tim Gladhill		Started On: 04/03/2013 01:59 PM
	Final Approval Date: 04/04/2013	



SUNWOOD RETAIL INITIAL IMPROVEMENTS RAMSEY, MN



SHEET	TITLE
C0.1	TITLE SHEET
C1.1	EXISTING CONDITIONS & DEMOLITION
C2.1	SITE PLAN
C3.1	GRADING, DRAINAGE, PAVING, & EROSION CONTROL
C3.2	SWPPP NOTES
C3.3	ACCESS DRIVE PROFILE - NORTH/SOUTH DRIVE
C4.1	ACCESS DRIVE PROFILE - WEST/EAST DRIVE
C4.2	UTILITIES - SANITARY SEWER & WATERMAIN
C4.3	UTILITIES - STORM SEWER - BID ALTERNATE
C7.1	CIVIL CONSTRUCTION DETAILS
C7.2	CIVIL CONSTRUCTION DETAILS
C7.3	CIVIL CONSTRUCTION DETAILS
L2.1	LANDSCAPE PLAN
L2.2	IRRIGATION PLAN

ABBREVIATIONS

D	Angle	JT.	Joint
&	And	L.F.	Lineal Feet
100 YR.	100 Year Flood Elevation	L.P.	Low Point / Liquid Petroleum
A.B.	Anchor Bolt	L.B.	Pound
A.D.	Area Drain	L.G.U.	Local Government Unit
A/C	Ar Conditioning Unit	L.O.N.G.	Longitudinal
ADD.	Addendum	MANT.	Maintenance
ADDL.	Additional	MAS.	Masonry
ADJ.	Adjustment / Adjust	MATL.	Material
AHU	Air Handling Unit	MAX.	Maximum
ALT.	Alternate	MECH.	Mechanical
ALUM.	Aluminum	MED.	Medical
ANOD.	Anodized	MFR.	Manufacturer
APPROX.	Approximate	MH	Manhole
ARCH.	Architect / Architectural	MN	Minnesota / Mouse
AUTO.	Automatic	MISC.	Miscellaneous
AVG.	Average	MNDOT	Minnesota Department of Transportation
B.C.	Back of Curb	MOD.	Module / Modular
B.M.	Benchmark	MUL.	Mulch
B/W	Bottom of Wall	N.	North
BFE	Basement Floor Elevation	N.C.	Not in Contract
BIT	Bituminous (Asphalt)	NO.	Number
BLDC	Building	N.D. OR #	Not to Scale
BSMT.	Basement	NTS	Not to Scale
C.F.	Cubic Feet	NWE	Normal Water Elevation
C.F.S.	Cubic Feet Per Second	NWL	Normal Water Level
C.G.	Corner Guard	O.C.	On Center
C.J.	Control Joint	O.D.	Outside Dimension
C.L.	Centerline	O.E.	Overhead Electric
C.M.U.	Concrete Masonry Unit	O.H.	Overhead
C.O.	Cleanout	O.H.W.	Ordinary High Water Level
C.O.E.	U.S. Army Corps Of Engineers	O.P.	Opening
C.Y.	Cubic Yards	O.R.G.	Original
CB	Catch Basin	P.C.	Point of Curvature
CBM	Catch Basin Manhole	P.I.	Point of Intersection
CEM.	Cement	P.I.	Post Indicator Valve
CFP	Cast Iron Pipe	P.L. OR P/L	Property Line
CONC.	Corrugated Metal Pipe	P.O.B.	Point of Beginning
CONN.	Concrete (Portland)	P.S.F.	Pounds Per Square Foot
CONSTR.	Construction	P.S.I.	Pounds Per Square Inch
CONT.	Continuous	P.T.	Point of Tangency
CONTR.	Contractor	P.V.C.	Point of Vertical Curvature
COP.	Copper	P.V.L.	Point of Vertical Intersection
CUB.	Cubic	P.V.T.	Point of Vertical Tangency
C.D.	Down Spout	PE	Polyethylene
DEC.	Degree	PEB.	Pedestal / Pedestrian
DEMO.	Demolition / Demolish	PERF.	Perforated
DEPT.	Department	PROP.	Proposed
DET.	Detail	PROJ.	Project
DIA.	Diameter	PROP.	Proposed
DIGN.	Dissolved	PVC	Poly-Vinyl-Chloride (Ppva)
DM.	Demason	PVMT.	Pavement
DP	Ductile Iron Pipe	QTR.	Quarter
DN	Down	QUAN.	Quantity
DWG.	Drawings	R.	Rubber
E.	East	RAD.	Radius
E.J.	Expansion Joint	R.D.	Roof Drain
E.O.S.	Emergency Overflow Sault	R.E.	Remove Existing
E.W.	Each Way	R.P.	Rough Opening
EA.	Each	R.P.P.	Rough Pipe
ELEV.	Elevation	RCP	Reinforced Concrete Pipe
ELEV.	Elevation	R.S.	Rough Slab
EMER.	Emergency	RE.	Reinforcing
ENGR.	Engineer	REIN.	Reinforced
ENR.	Entrance	REVD	Revised
EQ.	Equal	REG.	Regulatory Government Unit
EQUIP.	Equipment	R/W OR R/W	Right of Way
EQUIV.	Equivalent	S.	Sheet
EXST.	Existing	S.F.	Square Feet
EXP.	Expansion	SAN.	Sanitary Sewer
F & I	Furnish and Install	SECT.	Section
F.B.O.	Furnished by Others	SEW	Side Exit
F.C.	Face of Curb	SEW/O	Side Exit Walk Out
F.D.	Floor Drain	SH.	Sheet
F.D.C.	Fire Department Connection	SH.	Shower
F.V.	Field Ventr	SIGN.	Sign
FB	Full Basement	SPEC.	Specification
FB/O	Full Basement Walk Out	SQU.	Square
FBLO	Full Basement Lock Out	STH	Storm Sewer Manhole
FDN.	Foundation	STD.	Standard
FES	Flashed End Section	STRUC.	Structural
FEE	Finished Floor Elevation	SYN.	Symmetrical
FIB.	Floor	T	Thickness
FT. OR ()	Foot	T/R	Top of Rim
FUT.	Future	T/W	Top of Wall
G.B.	Grade Break	TEMP.	Temporary
G.C.	General Contractor	TH.	Thick / Thickness
GALV.	Galvanized	TNI	Top Not Hydrant
G.F.E.	Garage Floor Elevation	TYP.	Unless Noted Otherwise
GL.	Glass	UN.O.	Unless Noted Otherwise
GR.	Grade	V.B.	Vapor Barrier
H.	Height	V.C.	Vertical Curve
H.DPEP	High Density Polyethylene Pipe	V.I.F.	Verify in Field
HCT.	Height	VER.	Verify
HORIZ.	Horizontal	VEST.	Vestibule
HVAC	Heating, Ventilation, Air Conditioning	VEST.	Vestibule
HYD.	Hydrant	W.	Width
I.D.	Inside Dimension	W.P.	Working Point
IN. OR (")	Inches	W.F.	Welded Wire Fabric
INFO.	Information	W/O	Without
INSUL.	Insulation	WO	Walk Out
INV.	Invert Elevation	WETL.	Wetland
		WP.	Waterproof
		WT.	Weight
		YD.	Yard
		YR.	Year

SYMBOLS

EXISTING	DESCRIPTION	NEW	DESCRIPTION
	CONTOUR		CONTOUR
	SPOT ELEVATION		SPOT ELEVATION
	BUILDING		BUILDING
	CANOPY / OVERHANG		UNDERGROUND STRUCTURE
	CONCRETE		RAILROAD
	CONCRETE CURB		CONCRETE CURB
	EDGE OF PAVEMENT		EDGE OF PAVEMENT
	FENCING		FENCING
	GUARD RAIL		GUARD RAIL
	CONCRETE RETAINING WALL		CONCRETE RETAINING WALL
	FIELDSTONE RETAINING WALL		FIELDSTONE RETAINING WALL
	MODULAR RETAINING WALL		MODULAR RETAINING WALL
	SOIL BORING		DOORWAY
	LIGHT POLE		LIGHT STANDARD
	TREES		POWER POLE
	DENOTES TREE LIMITS		SLOPE, DIRECTION OF FLOW
	MANHOLE		BOLLARD
	CATCH BASIN		STORM SEWER
	FIRE HYDRANT		SANITARY SEWER-WASTE
	WATER VALVE		FORCE MAN
	FLARED END SECTION		ROOF DRAIN COLLECTOR
	IRON MONUMENT FOUND		WATER MAIN
	IRON PIPE MONUMENT SET		FIRE LINE (IF SEPARATE)
	P.K. NAL		FIRE DEPARTMENT CONNECTION
	POWERPOLE		DOMESTIC WATER SERVICE
	GUARD POST		CULVERT & END SECTION
	UTILITY BOX (TV, TEL, ELEC)		GAS LINE
	TRAFFIC BOX		SOL SUBORAN
	GAS METER		ELECTRIC-OVERHEAD
	TRAFFIC SIGN		TELEPHONE-OVERHEAD
	REGISTRAR OF TITLES		TELEPHONE-UNDERGROUND
	COUNTY RECORDER		UNDERGROUND CABLE/TV
	STORM SEWER LINE		UNDERGROUND ELECTRIC
	SANITARY SEWER LINE		OVERHEAD ELECTRIC
	WATER MAIN		UNDERGROUND CABLE T.V.
	UNDERGROUND GAS		OVERHEAD CABLE T.V.
	OVERHEAD TELEPHONE		WELL
	UNDERGROUND TELEPHONE		RESTRICTED ACCESS
	UNDERGROUND ELECTRIC		NOTE NUMBER
	UNDERGROUND CABLE T.V.		DENOTES BITUMINOUS SURFACE

EROSION CONTROL SYMBOLS

SYMBOL	DESCRIPTION
	SILT FENCE
	CONSTRUCTION LIMITS
	INLET PROTECTION

DRAWING SYMBOLS

SYMBOL	DESCRIPTION
	NOTE REFERENCE
	PARKING STALL COUNT
	LARGE SHEET DETAIL
	COORDINATE POINT
	REVISION - ADDENDUM, BULLETIN, ETC.
	REVISED AREA (THIS ISSUE)

BENCHMARKS

PROJECT BENCHMARKS:
COR CONTROL POINT: "HYATT"
CONTROL POINT LOCATED AT S.E. ANGLE POINT OF ZEOLITE STREET & CIVIC CENTER DRIVE
ELEVATION = 878.61 (NGVD 29)

TOP NUT OR HYDRANT
LOCATED ON SOUTH SIDE OF BUNKER LAKE BLVD APPROX. 600 FT FROM ARMSTRONG BLVD
ELEVATION = 869.96 (NGVD 29)

CITY NOTES

- SITE GRADING, LANDSCAPING AND UTILITY INSTALLATIONS MUST BE COMPLETED AS SHOWN WITHOUT ALTERATION. DEVIATIONS FROM PLANS MUST BE CHECKED AND APPROVED BY THE ENGINEERING DEPARTMENT AND/OR THE PLANNING COMMISSION PRIOR TO S&D CHANGE.
- REQUIRED EROSION CONTROL DEVICES MUST BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS AS SHOWN.
- MAIN JOB-SITE ENTRANCE MUST BE POSTED WITH THE PROJECT ADDRESS SO THAT IT IS CLEARLY VISIBLE FROM THE STREET. JOB-SITE ADDRESS SIGN MUST BE INSTALLED IN PLACE UNTIL FINAL OCCUPANCY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT, OR OWNER DOES NOT GUARANTEE THAT ALL UTILITIES ARE MAPPED OR P. MAPPED, ARE SHOWN CORRECTLY. CONTACT ONE CALL AT BID FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.

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C0.1	CIVIL TITLE SHEET
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C7.2	CIVIL CONSTRUCTION DETAILS
C7.3	CIVIL CONSTRUCTION DETAILS
L2.1	LANDSCAPE PLAN
L2.2	IRRIGATION PLAN

SITE & UTILITY CONTACTS

WATER	SANITARY
CITY OF RAMSEY 7550 SUNWOOD DRIVE NW RAMSEY, MN 55303	CITY OF RAMSEY 7550 SUNWOOD DRIVE NW RAMSEY, MN 55303
GRANT REIHER, SUPERINTENDENT TEL: 763.433.9863 FAX:	GRANT REIHER, SUPERINTENDENT TEL: 763.433.9863 FAX:
BUILDING DEPARTMENT	RAMSEY FIRE DEPARTMENT
CITY OF RAMSEY 7550 SUNWOOD DRIVE NW RAMSEY, MN 55303	CITY OF RAMSEY FIRE DEPARTMENT 7550 SUNWOOD DRIVE RAMSEY, MN 55303
LEE GLADITSCH, BUILDING OFFICIAL TEL: 763.433.9849 FAX:	TEL: 763.427.4452 FAX:

REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CNC

PROJECT MANAGER REVIEW

BY/RS	DATE
	04/03/13

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

NOT FOR CONSTRUCTION

DATE: 04/03/13

BID DOCUMENTS

APRIL 03, 2013

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Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

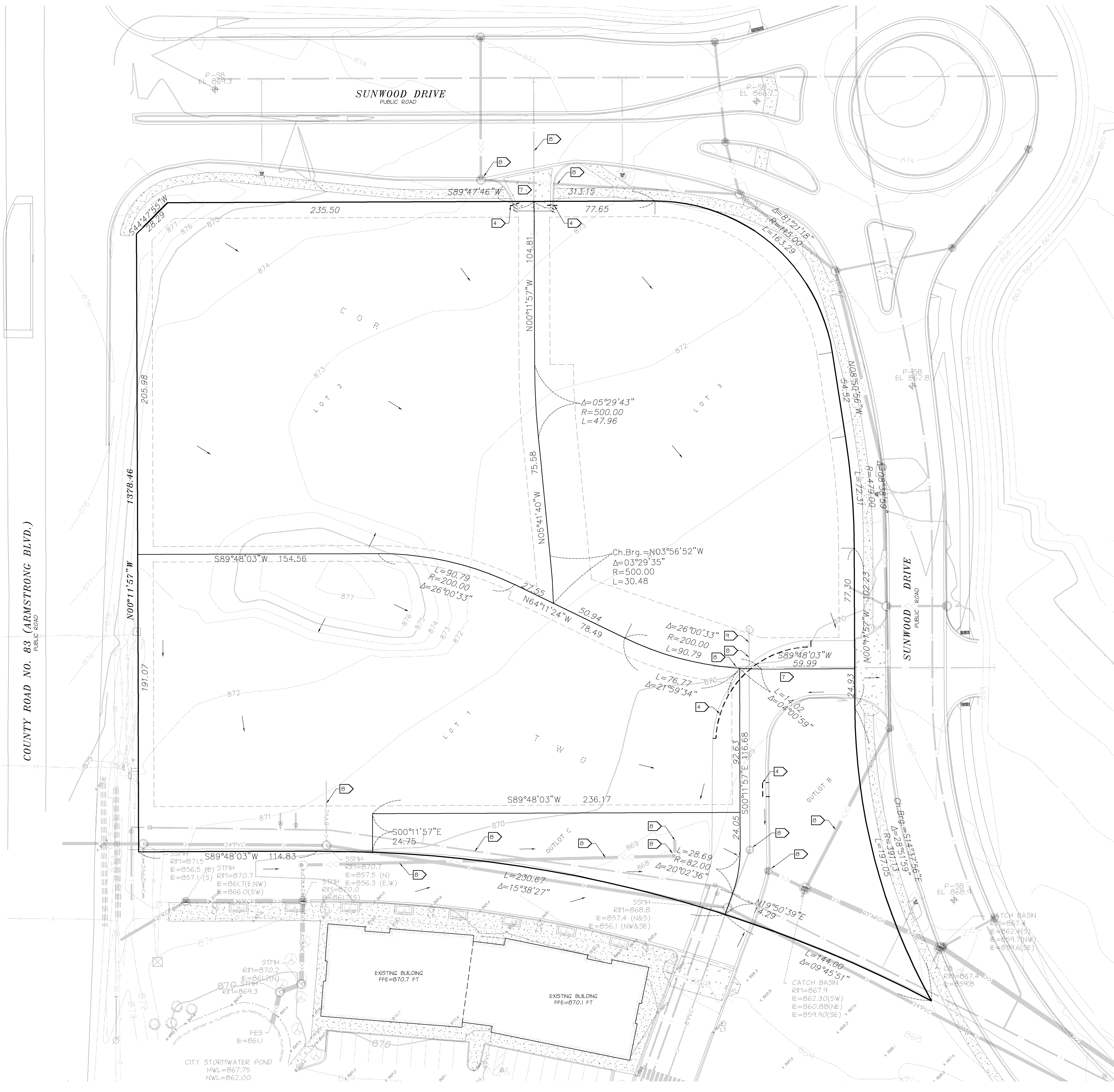
FILE NAME C001RAM025.DWG
PROJECT NO. RAM12025

CIVIL TITLE SHEET

C0.1



Know what's Below.
Call before you dig.



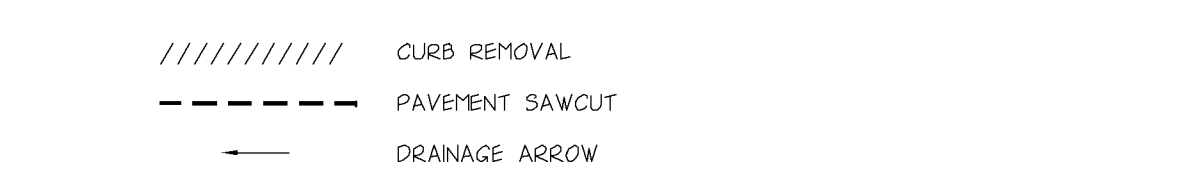
EXISTING CONDITIONS

1. BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN, EXPRESSLY FOR THIS PROJECT; CITY OF RAMSEY, MN RECORD DRAWINGS; AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

DEMOLITION AND CLEARING NOTES

- OBTAIN PERMITS FOR DEMOLITION, CLEARING, AND DISPOSAL PRIOR TO BEGINNING.
- CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING DEMOLITION AND CLEARING.
- DIMENSIONS SHOWN FOR REMOVAL ARE APPROXIMATE. COORDINATE WITH NEW CONSTRUCTION TO ENSURE APPROPRIATE REMOVAL OF EXISTING FACILITIES.
- SAWCUT EXISTING PAVEMENT. REMOVE CONCRETE WALKS AND CURBING TO THE NEAREST EXISTING JOINT BEYOND CONSTRUCTION LIMITS.
- SEE SHEET C3.1 FOR EROSION PREVENTION AND SEDIMENT CONTROL MEASURES THAT MUST BE IN PLACE PRIOR TO DISTURBANCES TO SITE.
- COMPLETE DEMOLITION WITH MINIMAL DISRUPTION OF TRAFFIC. COORDINATE LANE CLOSURES WITH THE REGULATORY AUTHORITY AND PROVIDE ADVANCE NOTIFICATION TO AFFECTED EMERGENCY RESPONSE PROVIDERS.
- PROVIDE BARRICADES, LIGHTS, SIGNS, TRAFFIC CONTROL, AND OTHER MEASURES NECESSARY FOR PROTECTION AND SAFETY OF THE PUBLIC AND MAINTAIN THROUGHOUT CONSTRUCTION. THE CITY REQUIRES TRAFFIC CONTROL MEASURES TO BE IN PLACE DURING UTILITY INSTALLATION, EXISTING BUILDING DEMOLITION, DRIVEWAY INSTALLATION, SIDEWALK INSTALLATION AND FINAL RESTORATION WITHIN THE RIGHT-OF-WAY.
- PROTECT STRUCTURES, UTILITIES, TREES, PLANT MATERIAL, SOIL, AND ADJACENT PROPERTY FROM DAMAGE DURING CONSTRUCTION UNLESS NOTED FOR REMOVAL. DAMAGE SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION AT NO ADDITIONAL COST.
- REMOVE EXISTING SITE FEATURES INCLUDING, BUT NOT LIMITED TO, UNDERGROUND UTILITIES, PAVING, CURBING, WALKWAYS, FENCING, RETAINING WALLS, SCREEN WALLS, ARBORS, LIGHTING, RELATED FOUNDATIONS, SIGNAGE, BOLLARDS, LANDSCAPING, AND STARWAYS WITHIN THE CONSTRUCTION LIMITS UNLESS NOTED OTHERWISE.
- COORDINATE REMOVAL, RELOCATION, TERMINATION, AND RE-USE OF EXISTING PRIVATE UTILITY SERVICES AND APPURTENANCES WITH THE UTILITY COMPANIES. RESTORE ELECTRIC HANDHOLES, PULLBOXES, POWERPOLES, GUYLINES, AND STRUCTURES DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH UTILITY OWNER REQUIREMENTS.
- EXISTING PIPING AND CONDUITS MAY BE ABANDONED IN-PLACE IF FILLED WITH SAND AND IF NOT IN LOCATION OF PROPOSED BUILDING OR IN CONFLICT WITH PROPOSED UTILITIES OR STRUCTURES. TERMINATE EXISTING SERVICES AT THE SUPPLY SIDE IN CONFORMANCE WITH PROVIDER'S STANDARDS.
- HAUL DEMOLITION DEBRIS OFF-SITE TO A FACILITY APPROVED BY REGULATORY AUTHORITIES FOR THE HANDLING OF DEMOLITION DEBRIS.

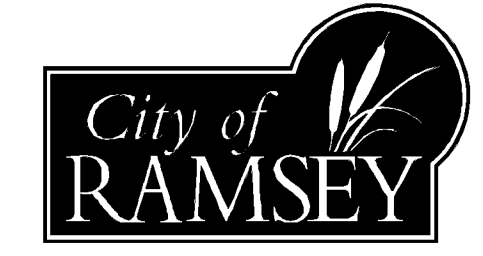
DEMOLITION LEGEND



DEVELOPER

RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
 INITIAL IMPROVEMENTS
 RAMSEY, MINNESOTA**

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REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CNC

PROJECT MANAGER REVIEW

BY/RS	DATE
	04/03/2013

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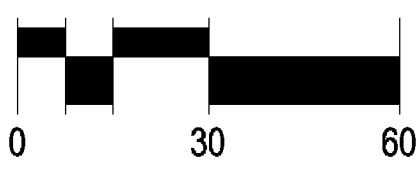
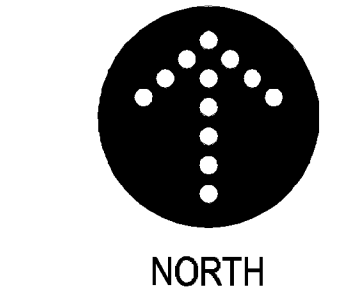
**BID DOCUMENTS
 APRIL 03, 2013**

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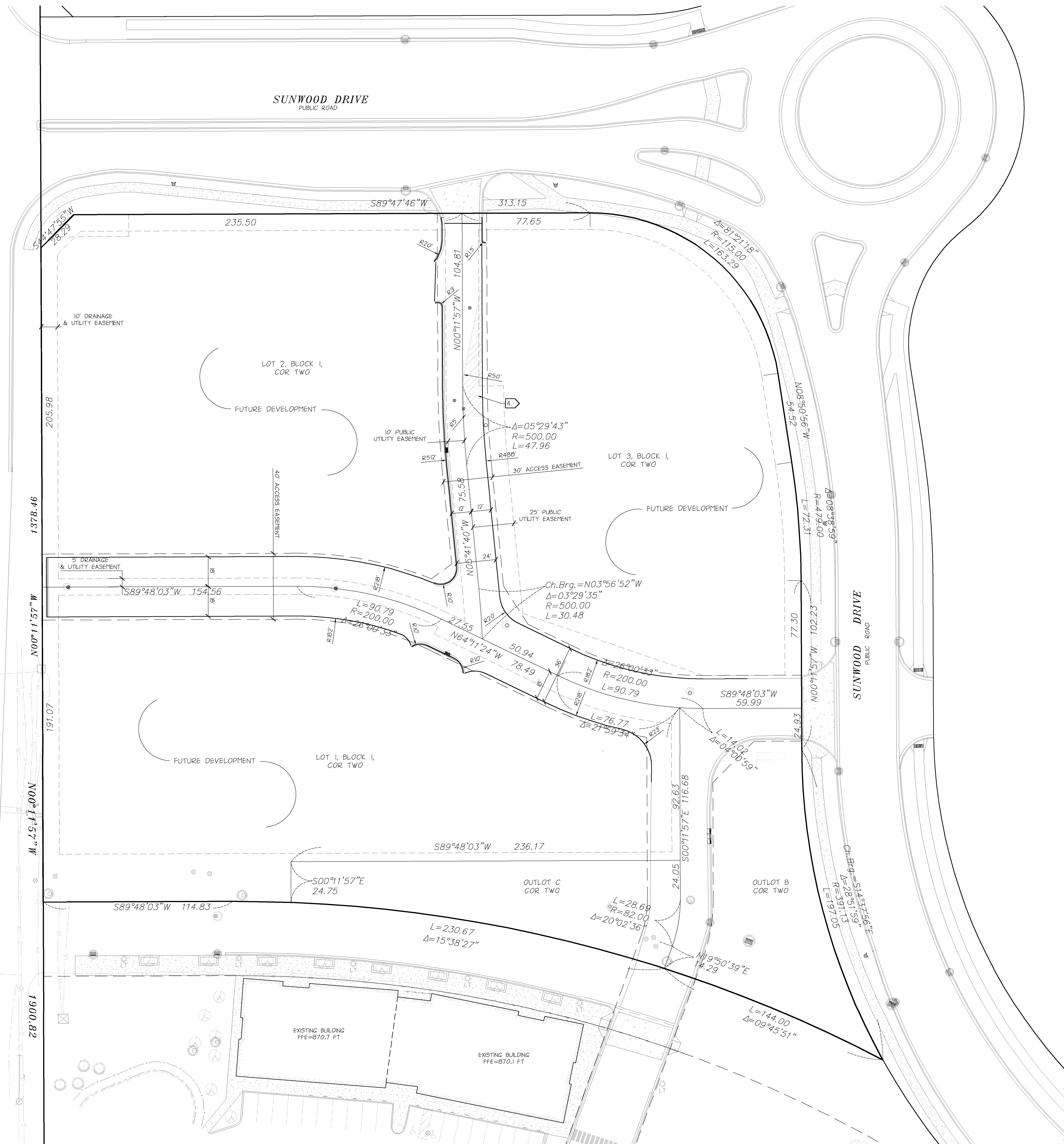
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FILE NAME C:\01RAM025.DWG
 PROJECT NO. RAM12025

**EXISTING CONDITIONS
 & DEMOLITION
 C1.1**



COUNTY ROAD NO. 83 (ARMSTRONG BLVD.)
PUBLIC ROAD



SITE PLAN NOTES

- OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN OR USE OF, PUBLIC RIGHT-OF-WAY.
- THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
- DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
- DELINEATE PAVEMENT STRIPING WITH 4-INCH WIDE WHITE PAINTED STRIPES 18 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.

AREA SUMMARY

EXISTING:	PERVIOUS	189,965 S.F.	46.0%
	IMPERVIOUS	7,971 S.F.	4.0%
	TOTAL (4.54 Ac)	197,936 S.F.	100.0%

PROPOSED:	PERVIOUS	169,710 S.F.	85.7%
	IMPERVIOUS	28,226 S.F.	14.3%
	TOTAL (4.54 Ac)	197,936 S.F.	100.0%

ZONING AND PARKING SUMMARY

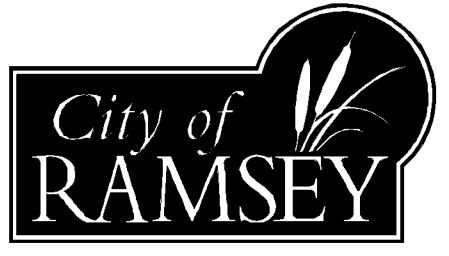
THE PROPERTY IS ZONED COR2, COMMERCIAL
BUILDING SETBACK INFORMATION IS AS FOLLOWS:
FRONT YARD = 0-15 FT.
REAR = 0 FT.
SIDE = 0 FT.

LOT COVERAGE INFORMATION IS AS FOLLOWS:
LOT AREA MINIMUM = NONE
LOT WIDTH MINIMUM = 50 FT.

DEVELOPER

RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
INITIAL IMPROVEMENTS
RAMSEY, MINNESOTA**

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REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CJC

PROJECT MANAGER REVIEW

BY: [Signature] DATE: 04/03/2013

CERTIFICATION

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NOT FOR CONSTRUCTION

**BID DOCUMENTS
APRIL 03, 2013**

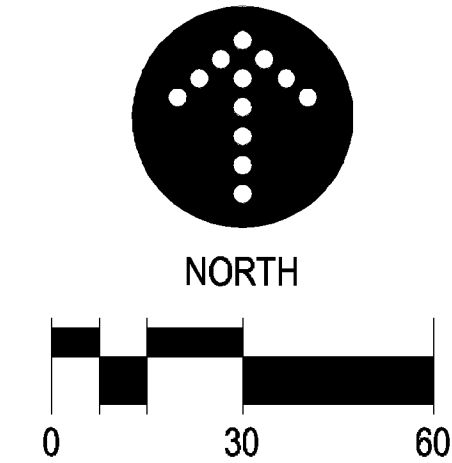
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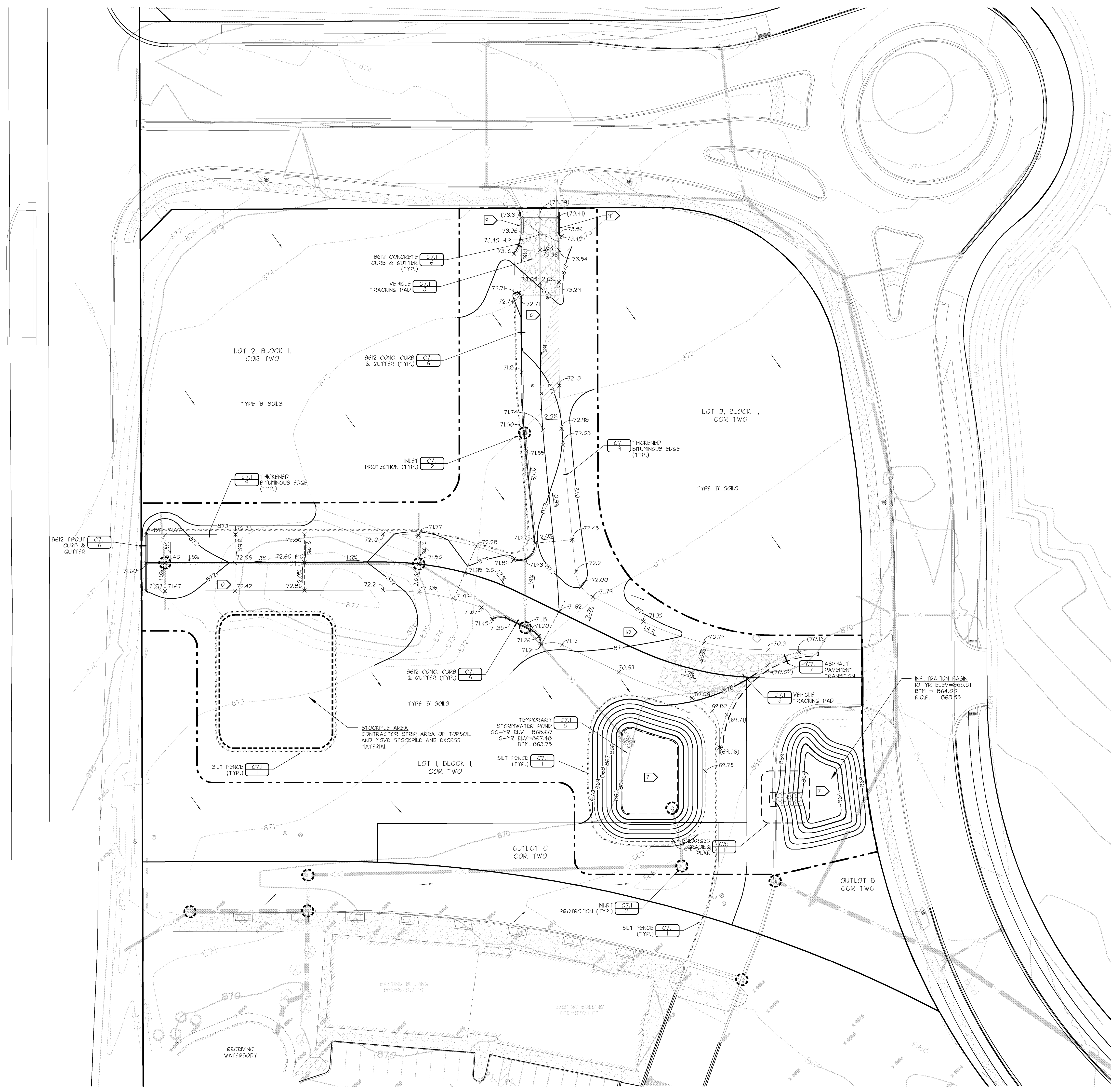
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Minneapolis, MN 55401 Web: landform.net

FILE NAME: C201RAM025.DWG
PROJECT NO.: RAM12025

SITE PLAN

C2.1





GRADING NOTES

- CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING GRADING.
- REMOVE TOPSOIL FROM GRADING AREAS AND STOCKPILE SUFFICIENT QUANTITY FOR REUSE. REMOVE EXCESS TOPSOIL FROM SITE AND STOCKPILE AT THE LOCATION DETERMINED BY THE CITY.
- REMOVE SURFACE AND GROUND WATER FROM EXCAVATIONS. PROVIDE INITIAL LIFTS OF STABLE FOUNDATION MATERIAL IF EXPOSED SOILS ARE WET AND UNSTABLE.
- AN INDEPENDENT TESTING FIRM SHALL VERIFY THE REMOVAL OF ORGANIC AND UNSUITABLE SOILS, SOIL CORRECTION, AND COMPACTION AND PROVIDE PERIODIC REPORTS TO THE OWNER.
- PLACE AND COMPACT FILL USING LIFT THICKNESSES MATCHED TO SOIL TYPE AND COMPACTION EQUIPMENT TO OBTAIN SPECIFIED COMPACTION THROUGHOUT THE LIFT.
- COMPACT MATERIAL IN PAVED AREAS TO 95% OF MAXIMUM DRY DENSITY, STANDARD PROCTOR (ASTM D698) EXCEPT THE TOP 3 FEET WHICH SHALL BE COMPACTED TO 100%. COMPACT TO 98% DENSITY WHERE FILL DEPTH EXCEEDS 10 FEET.
- COMPACTION OF THE NATIVE SOIL BELOW THE INFILTRATION SYSTEM IS TO BE AVOIDED. EXCAVATION AND BACKFILL OF THE SYSTEM MUST BE PERFORMED FROM OUTSIDE THE INFILTRATION SYSTEM FOOTPRINT AS POSSIBLE, WITH ONLY TRACKED LOW GROUND PRESSURE EQUIPMENT OPERATING WITHIN THE INFILTRATION SYSTEM FOOTPRINT AS NECESSARY.

PAVING NOTES

- SPOT ELEVATIONS AT CURBLINES INDICATE FLOWLINES UNLESS NOTED OTHERWISE. SEE SHEET C41 FOR RIM ELEVATIONS OF CATCH BASINS.
- 10' TRANSITION FROM PROPOSED B612 CURB & GUTTER TO MATCH EXISTING B618 CURB & GUTTER. MEET AND MATCH EXISTING CURB AND GUTTER.
- PAVING SECTIONS

ITEM	DESCRIPTION
BITUMINOUS PAVING (HEAVY DUTY)	
1.5-INCH WEAR	
TACK COAT	
2.5-INCH BASE	
6-INCH AGGREGATE BASE (MNDOT 313B, CLASS 5)	
COMPACTED SUBSOIL	

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

- INSTALL PERIMETER SEDIMENT CONTROLS PRIOR TO BEGINNING WORK AND MAINTAIN FOR DURATION OF CONSTRUCTION. REMOVE CONTROLS AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED AND DISPOSE OF OFF SITE.
- LIMIT SOIL DISTURBANCE TO THE GRADING LIMITS SHOWN. SCHEDULE OPERATIONS TO MINIMIZE LENGTH OF EXPOSURE OF DISTURBED AREAS.
- MANAGEMENT PRACTICES SHOWN ARE THE MINIMUM REQUIREMENT. INSTALL AND MAINTAIN ADDITIONAL CONTROLS AS WORK PROCEEDS TO PREVENT EROSION AND CONTROL SEDIMENT CARRIED BY WIND OR WATER.
- EXCAVATE PONDS EARLY IN THE CONSTRUCTION SEQUENCE. REMOVE SEDIMENT FROM PONDS PERIODICALLY AND AFTER AREAS CONTRIBUTING RUN OFF ARE PERMANENTLY STABILIZED.
- RESTORE DISTURBED OPEN AREAS WITH TEMPORARY SEED OR SOD WITHIN 72 HOURS OF COMPLETING GRADING IN EACH AREA.
- SEED, SOD, MULCH AND FERTILIZER SHALL MEET THE FOLLOWING SPECIFICATIONS, AS MODIFIED.

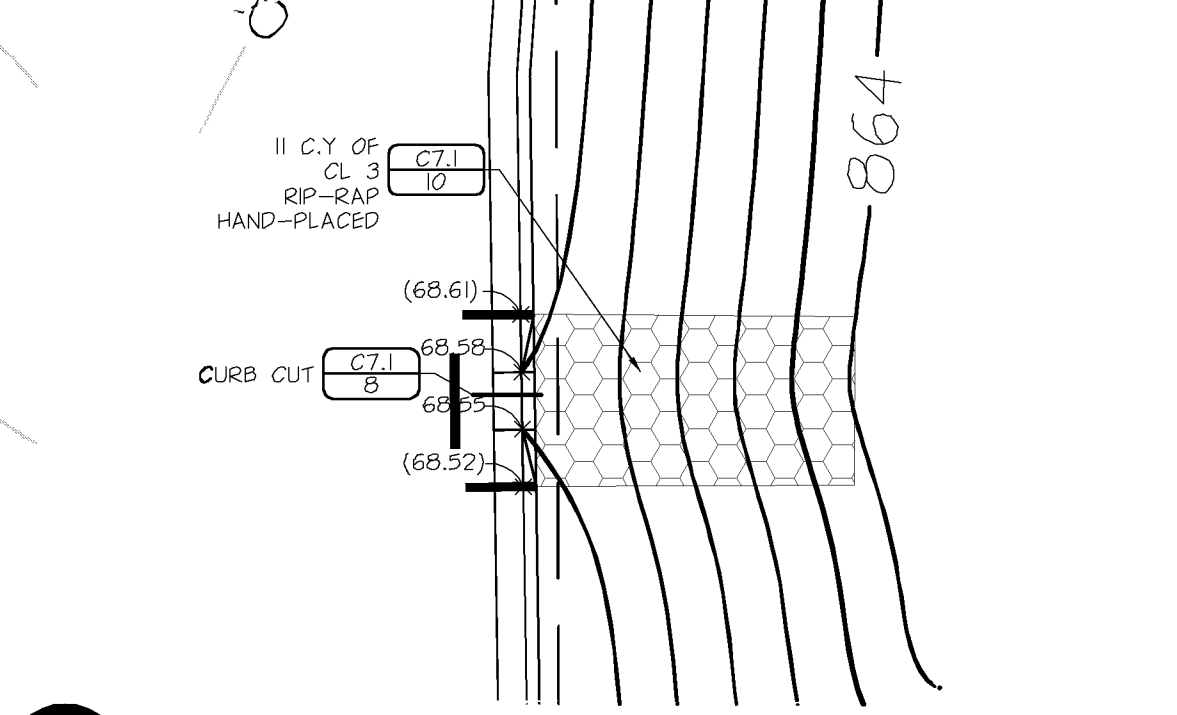
ITEM	SPECIFICATION NUMBER
SOD	MNDOT 3876
SEED	MNDOT 3876
TYPE 190 @ 60 LB/AC - TEMPORARY	
TYPE 240 @ 75 LB/AC - PERMANENT	
MULCH (TYPE I, DISC ANCHORED)	MNDOT 3882
FERTILIZER	MNDOT 3881
GENERAL PLACEMENT	MNDOT 2979
- SEE LANDSCAPING SHEETS FOR PERMANENT TURF ESTABLISHMENT.
- SWEEP ADJACENT STREETS CLEAN DAILY.

LEGEND

SYMBOL	DESCRIPTION	INITIAL QUANTITY:
---	CONSTRUCTION LIMITS	
○	SILT FENCE	1,302 FEET
○	INLET PROTECTION	11 EACH
---	GRADE BREAK	
---	PAVEMENT SAWCUT	
▨	VEHICLE TRACKING PAD	2 EACH
→	DRAINAGE ARROW	

NPDES AREA SUMMARY

	EXISTING	PROPOSED	ULTIMATE
PERVIOUS	4.361 ACRES	3.896 ACRES	3.896 ACRES
IMPERVIOUS	0.183 ACRES	0.648 ACRES	0.648 ACRES
TOTAL	4.544 ACRES	4.544 ACRES	4.544 ACRES



1 ENLARGED GRADING PLAN
10 SCALE

811
Know what's Below.
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FILE NAME: C301RAM025 DWG
PROJECT NO.: RAM12025

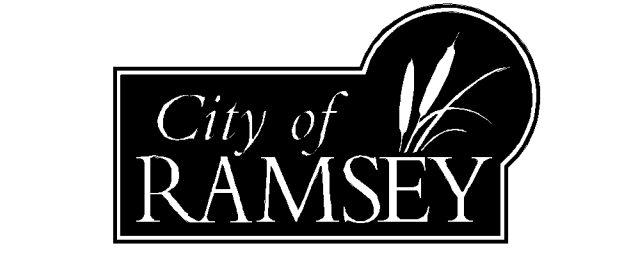
GRADING, DRAINAGE, PAVING & EROSION CONTROL PLAN
C3.1

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DEVELOPER

RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
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MUNICIPALITY



PROJECT

SUNWOOD RETAIL INITIAL IMPROVEMENTS
RAMSEY, MINNESOTA

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L22	EROSION PLAN

REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CDC

PROJECT MANAGER REVIEW

BY: [Signature] DATE: 04/03/2013

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Signature: [Signature] License No: 47165 DATE: [Date]

BID DOCUMENTS
APRIL 03, 2013

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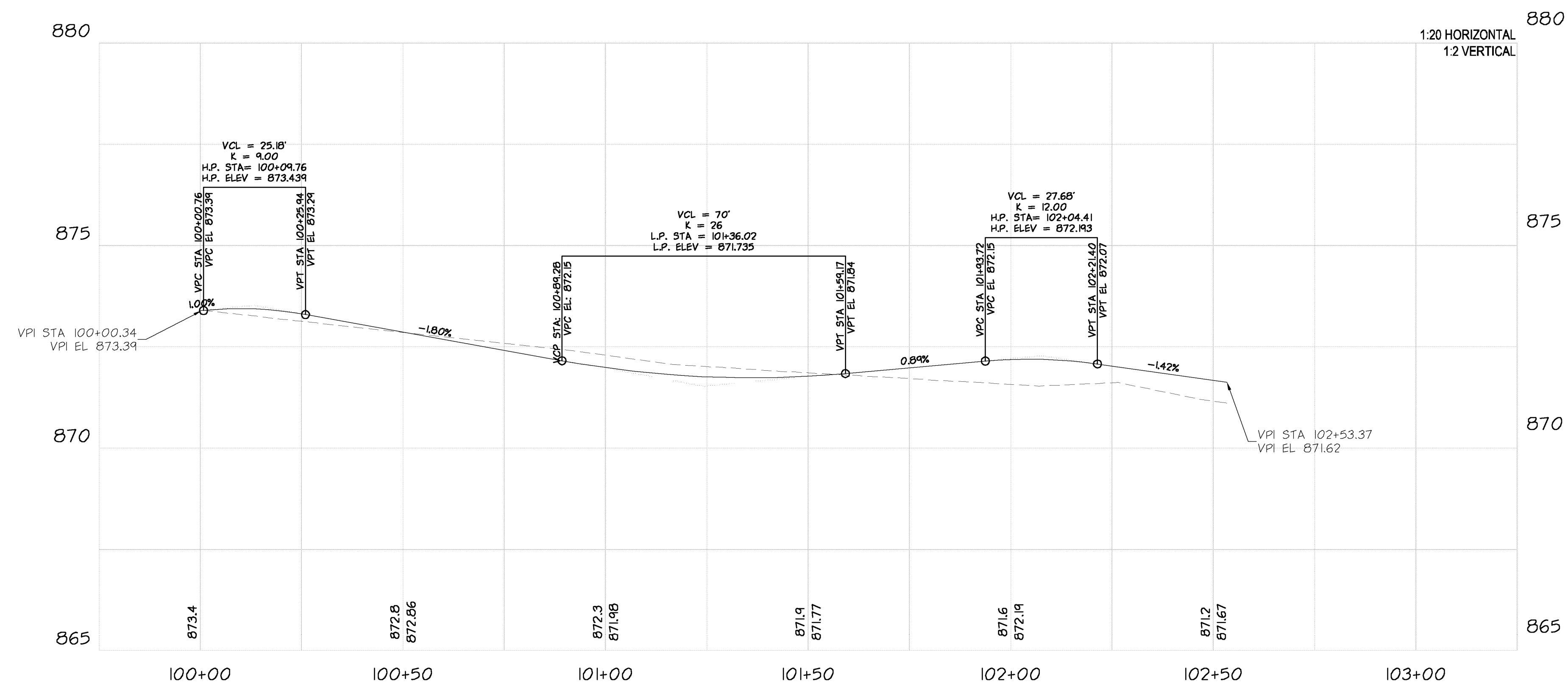
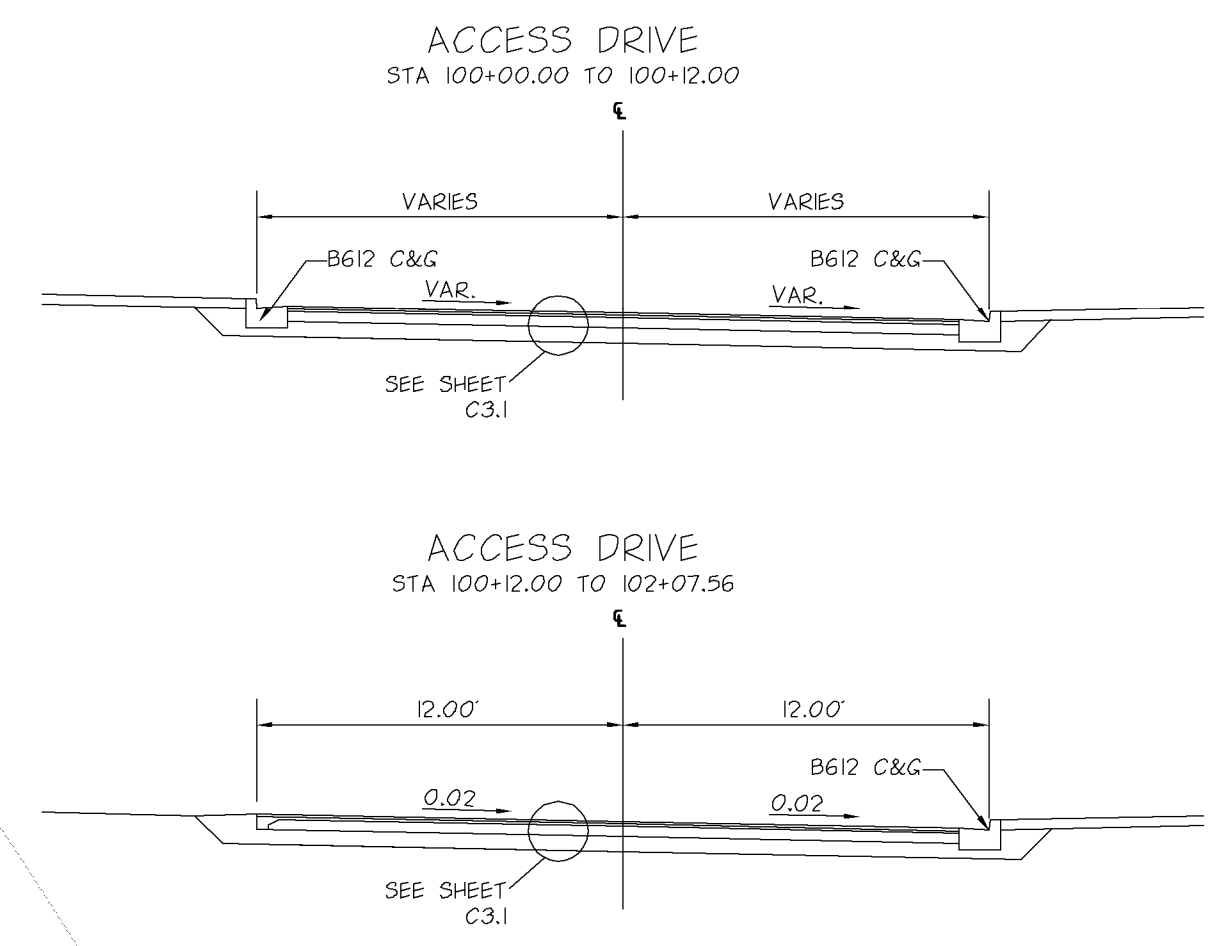
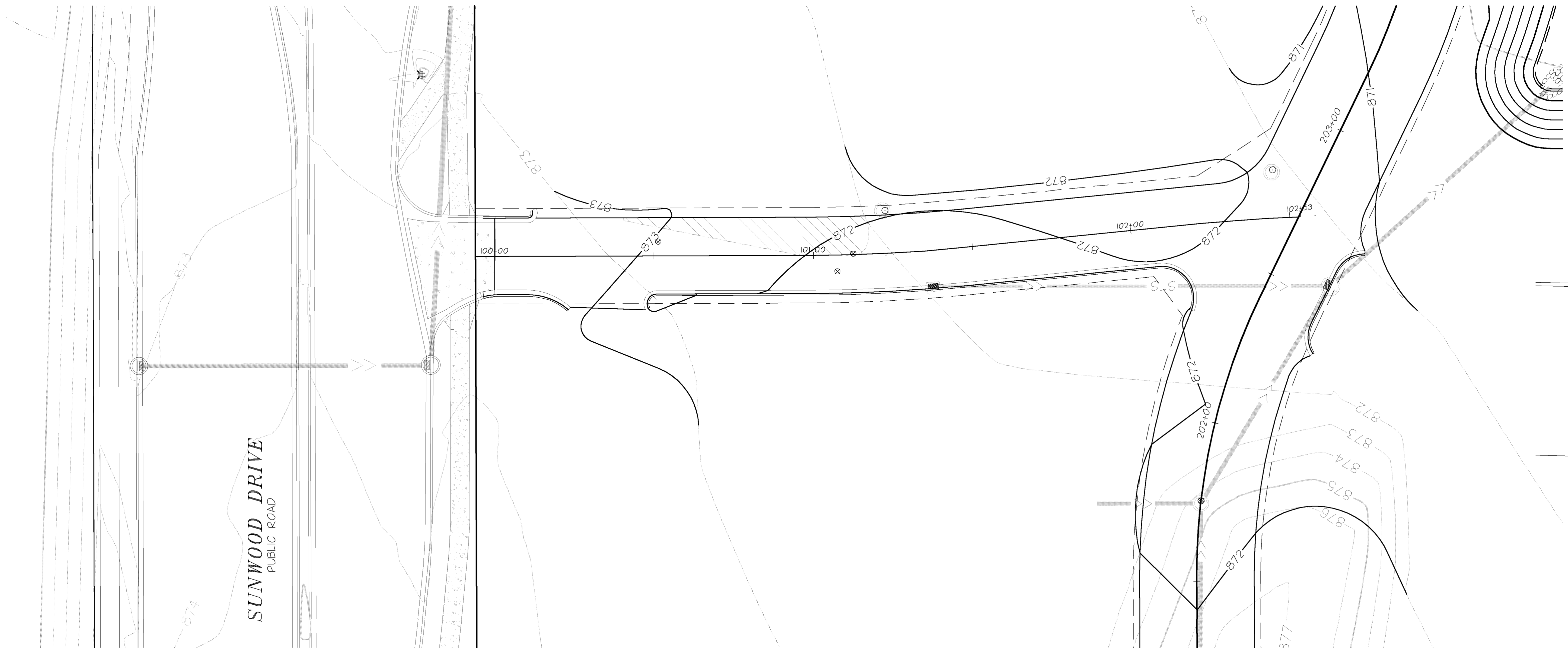
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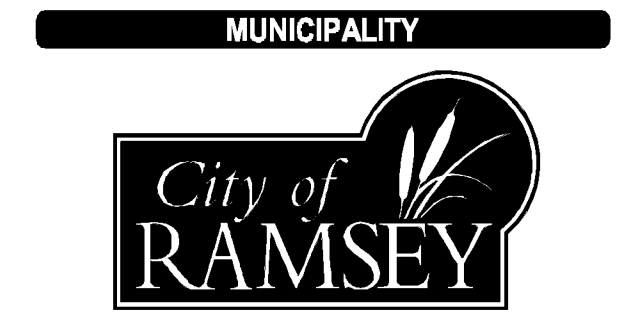
FILE NAME: C301RAM025 DWG
PROJECT NO.: RAM12025

GRADING, DRAINAGE, PAVING & EROSION CONTROL PLAN
C3.1

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DEVELOPER
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PROJECT
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REVISION HISTORY
 CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CJC

PROJECT MANAGER REVIEW

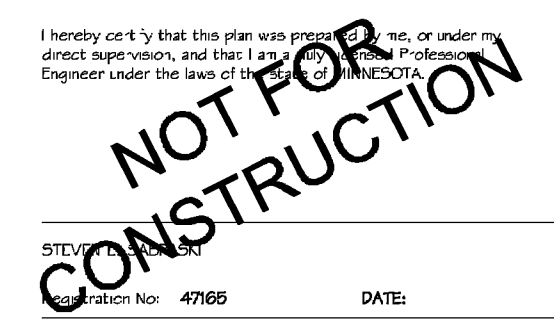
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CERTIFICATION

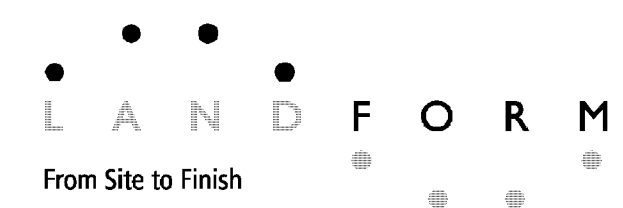
I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

STATION: [] DATE: []

Registration No: 47165



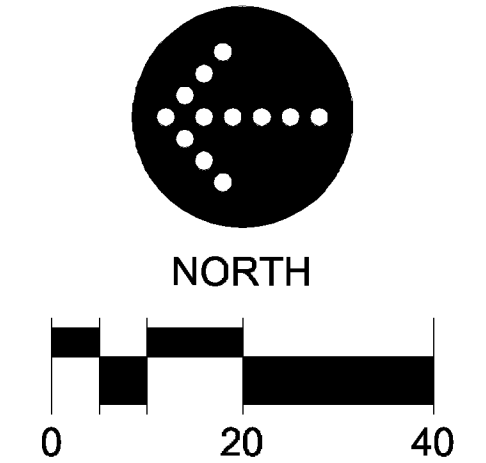
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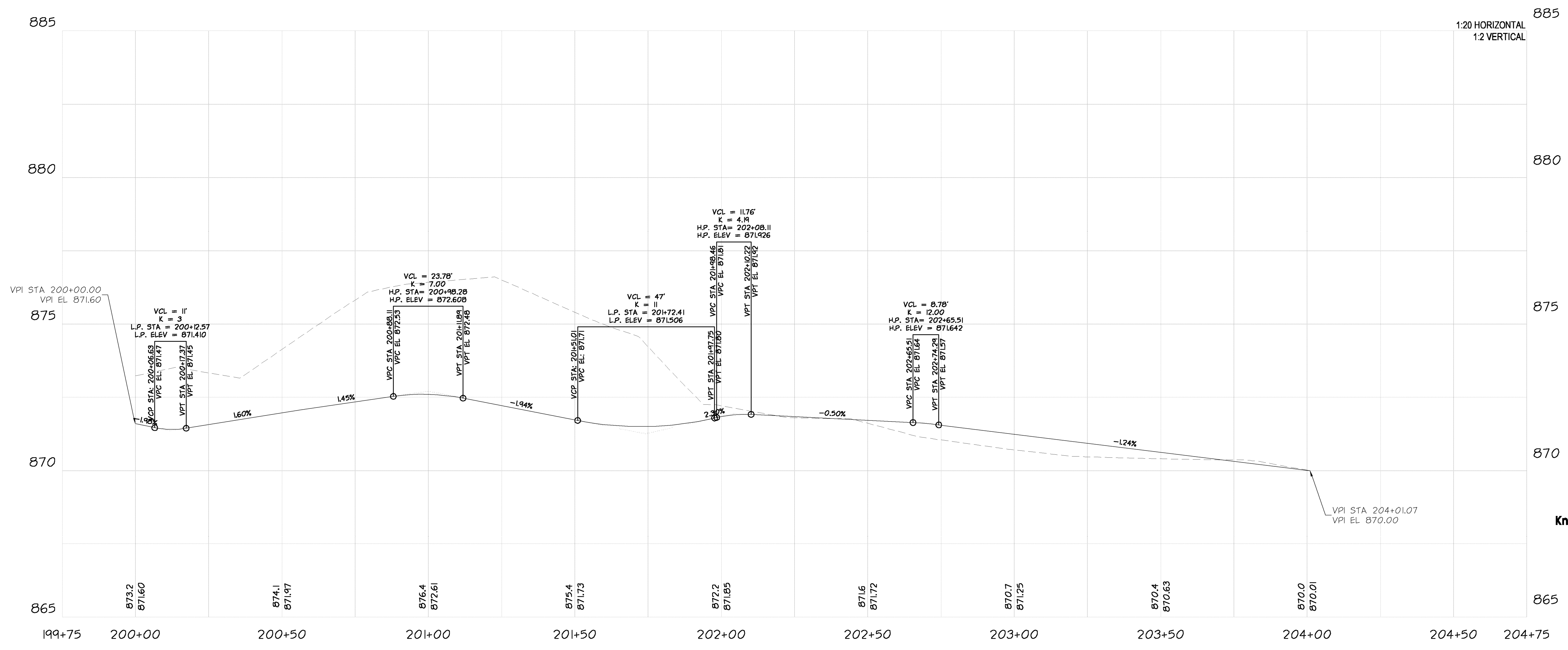
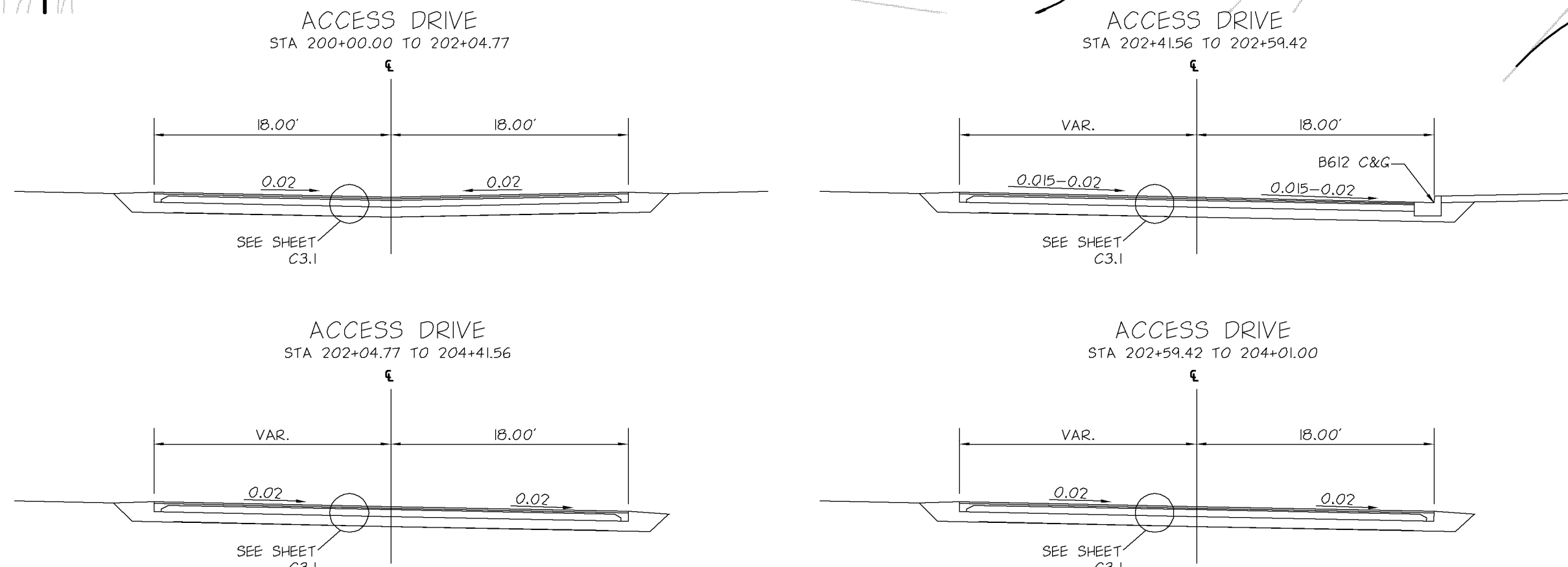
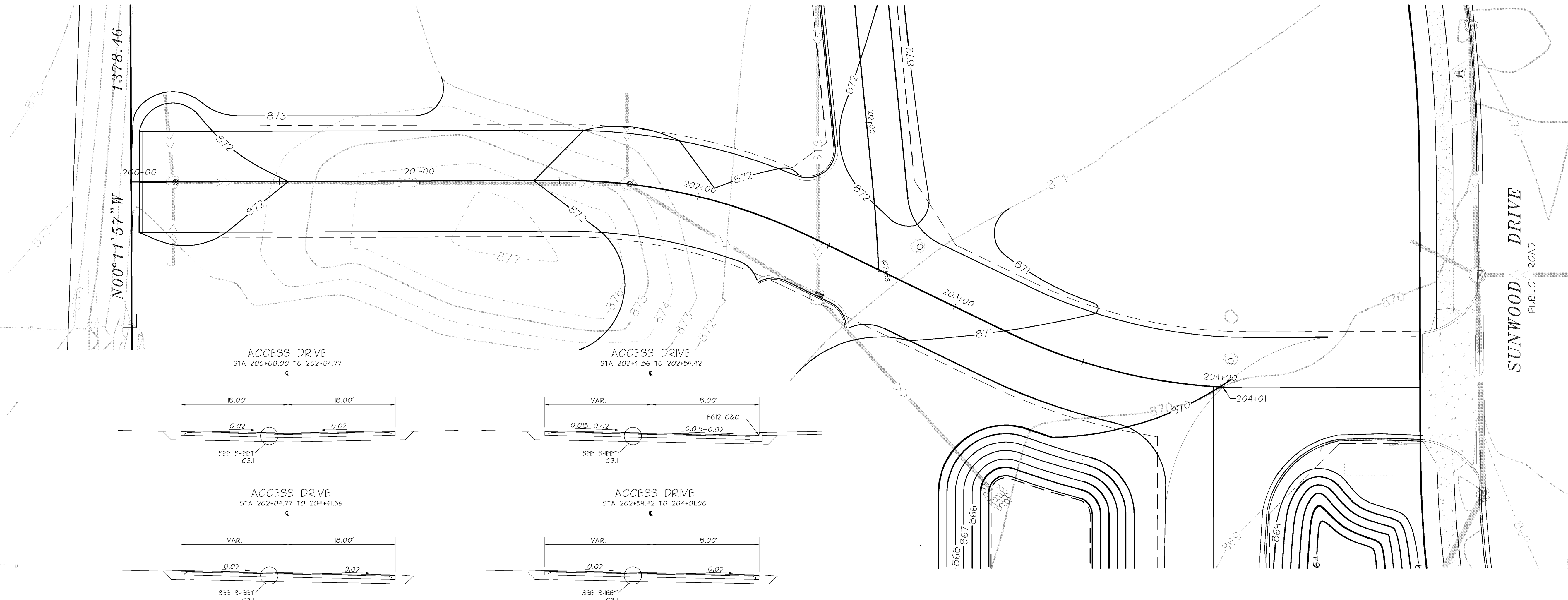
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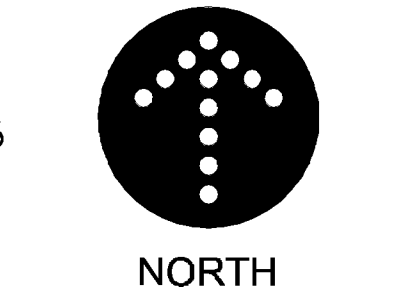
ACCESS DRIVE PROFILE
NORTH/SOUTH DRIVE
C3.3



COUNTY ROAD NO. 83 (ARMSTRONG BLVD.)
PUBLIC ROAD



1:20 HORIZONTAL
1:2 VERTICAL



DEVELOPER
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7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY
City of RAMSEY

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C42	UTILITIES - STORM SEWER - BD ALTERNATE
C43	UTILITIES - STORM SEWER - SD ALTERNATE
C71	CIVIL CONSTRUCTION DETAILS
C72	CIVIL CONSTRUCTION DETAILS
C73	CIVIL CONSTRUCTION DETAILS
L21	LANDSCAPE PLAN
L22	IRIGATION PLAN

REVISION HISTORY
CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CJC

PROJECT MANAGER REVIEW

BY/SES	DATE
	04-03-2013

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

DATE: 04/03/2013

BID DOCUMENTS
APRIL 03, 2013

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME: C304RAM025.DWG
PROJECT NO.: RAM12025

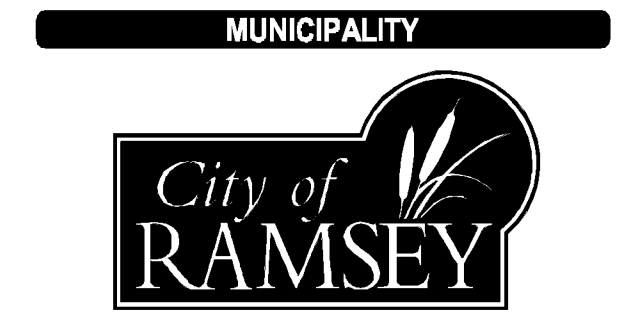
ACCESS DRIVE PROFILE
EAST/WEST DRIVE
C3.4



- UTILITY NOTES**
- PIPE MATERIALS:
 WATERMAIN: DIP CLASS 52
 SANITARY SEWER: PVC SDR 35
 STORM SEWER: RCP CLASS 5 PVC SCHEDULE 40
 - CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
 - PROVIDE MEANS AND MEASURES TO PROTECT ADJACENT PROPERTY FROM DAMAGE DURING UTILITY INSTALLATION.
 - PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE OR END OF END SECTION.
 - ADJUST STRUCTURES TO FINAL GRADE WHERE DISTURBED. COMPLY WITH REQUIREMENTS OF UTILITY. MEET REQUIREMENTS FOR TRAFFIC LOADING IN PAVED AREAS.
 - INSTALL TRACER WIRE WITH UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENTS.
 - CONNECT TO CITY UTILITIES IN ACCORDANCE WITH CITY OF RAMSEY STANDARDS.
 - CONTACT CITY OF RAMSEY FOR WET TAP INSPECTION.
 - MAINTAIN 7.5 FEET OF COVER ON WATER.
 - DEFLECT WATER TO MAINTAIN 18-INCH MINIMUM OUTSIDE SEPARATION AT SEWER CROSSINGS. CENTER PIPE LENGTHS TO PROVIDE GREATEST SEPARATION BETWEEN JOINTS.
 - CONTACT CITY OF RAMSEY BUILDING DEPARTMENT, FOR FLUSHING AND PRESSURE TEST INSPECTIONS.
 - THE CONTRACTOR IS REQUIRED TO OBTAIN THE APPROPRIATE PERMIT FROM THE MN DNR IF DEWATERING IS REQUIRED TO COMPLETE ANY WORK. THE CITY NEEDS TO REVIEW EACH PERMIT PRIOR TO IMPLEMENTATION.

- UTILITY CROSSINGS**
- SANITARY SEWER INV = 864.05
 WATERMAIN INV = 862.55
 MAINTAIN 15" SEPARATION.
 DIP WATERMAIN AT CROSSING PER CITY STANDARDS

DEVELOPER
RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (763) 427-4410 - FAX (763) 427-5543



PROJECT
SUNWOOD RETAIL INITIAL IMPROVEMENTS
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C01	TITLE SHEET
C11	EXISTING CONDITIONS & DEMOLITION
C21	SITE PLAN
C31	GRADE, DRAINAGE, PAVING, & EROSION CONTROL
C32	SWPPP NOTES
C33	ACCESS DRIVE PROFILE - NORTH/SOUTH DRIVE
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C71	CIVIL CONSTRUCTION DETAILS
C72	CIVIL CONSTRUCTION DETAILS
C73	CIVIL CONSTRUCTION DETAILS
L21	LANDSCAPE PLAN
L22	REGULATION PLAN

REVISION HISTORY
 CONTACT ENGINEER FOR ANY PROH. HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CDC

PROJECT MANAGER REVIEW
 BY: [] DATE: 04/03/13

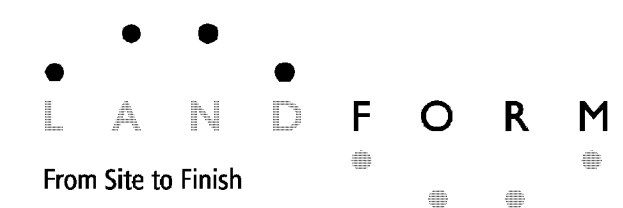
CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

NOT FOR CONSTRUCTION

SHEET: [] DATE: 4/16/13

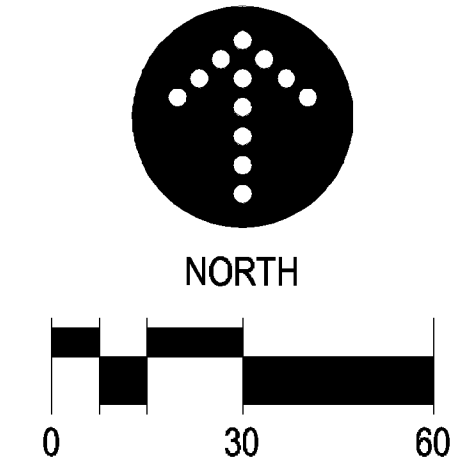
BID DOCUMENTS
 APRIL 03, 2013



105 South Fifth Avenue Tel: 612-252-9070
 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

FILE NAME: C401RAM.DWG
 PROJECT NO.: RAM12025

UTILITIES
SANITARY SEWER & WATERMAIN
C4.1



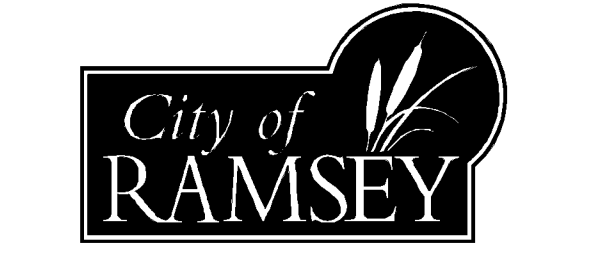
UTILITY NOTES

- PIPE MATERIALS
WATERMAIN: D/P CLASS 52
SANITARY SEWER: PVC SDR 35
STORM SEWER: RCP CLASS 5
PVC SCHEDULE 40
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DEVELOPER

RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
INITIAL IMPROVEMENTS
RAMSEY, MINNESOTA**

SHEET INDEX

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REVISION HISTORY

DATE	REVISION	REVIEW
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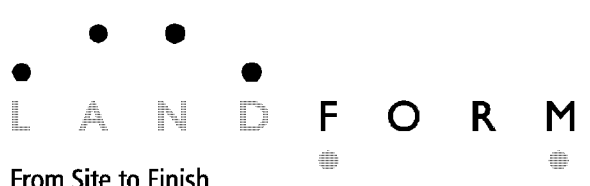
PROJECT MANAGER REVIEW

BY: [Signature] DATE: 04/03/2013

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Signature: [Blank] Date: [Blank]

**BID DOCUMENTS
APRIL 03, 2013**



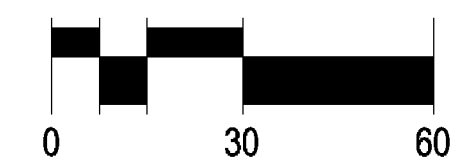
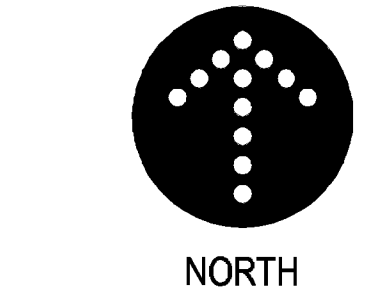
105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

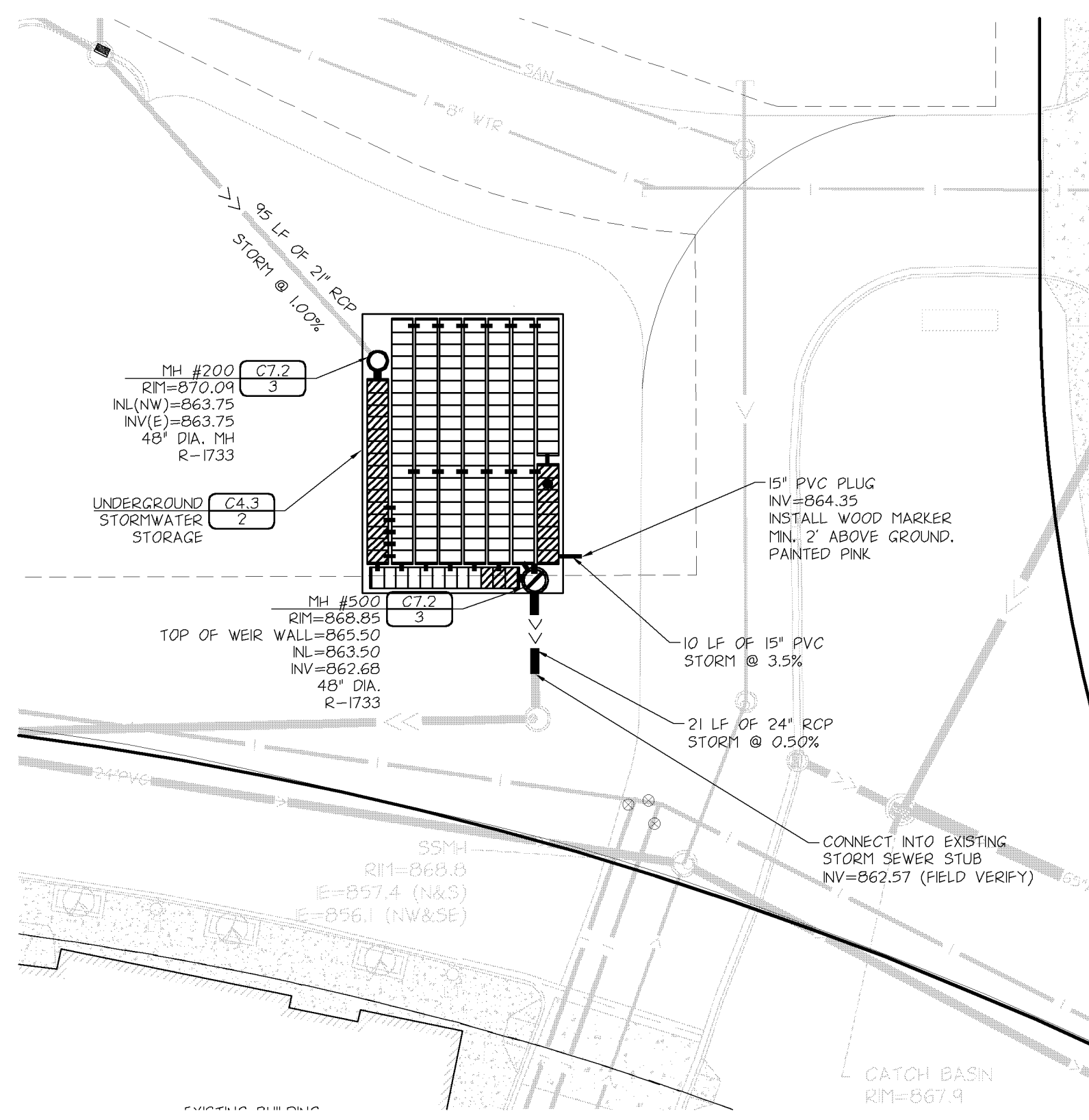
FILE NAME: C402RAM025.DWG
PROJECT NO.: RAM12025

**UTILITIES
STORM SEWER
C4.2**

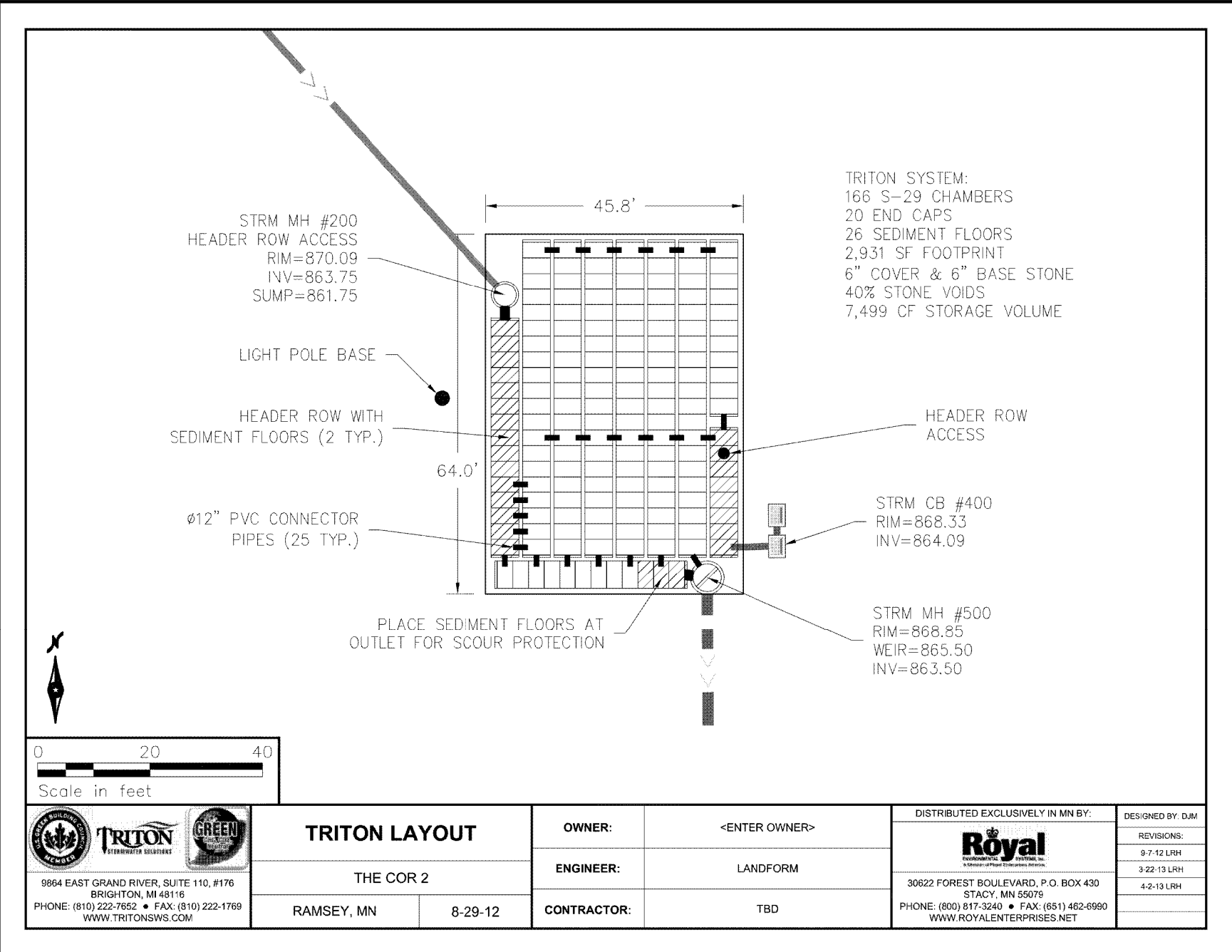


Know what's Below.
Call before you dig.

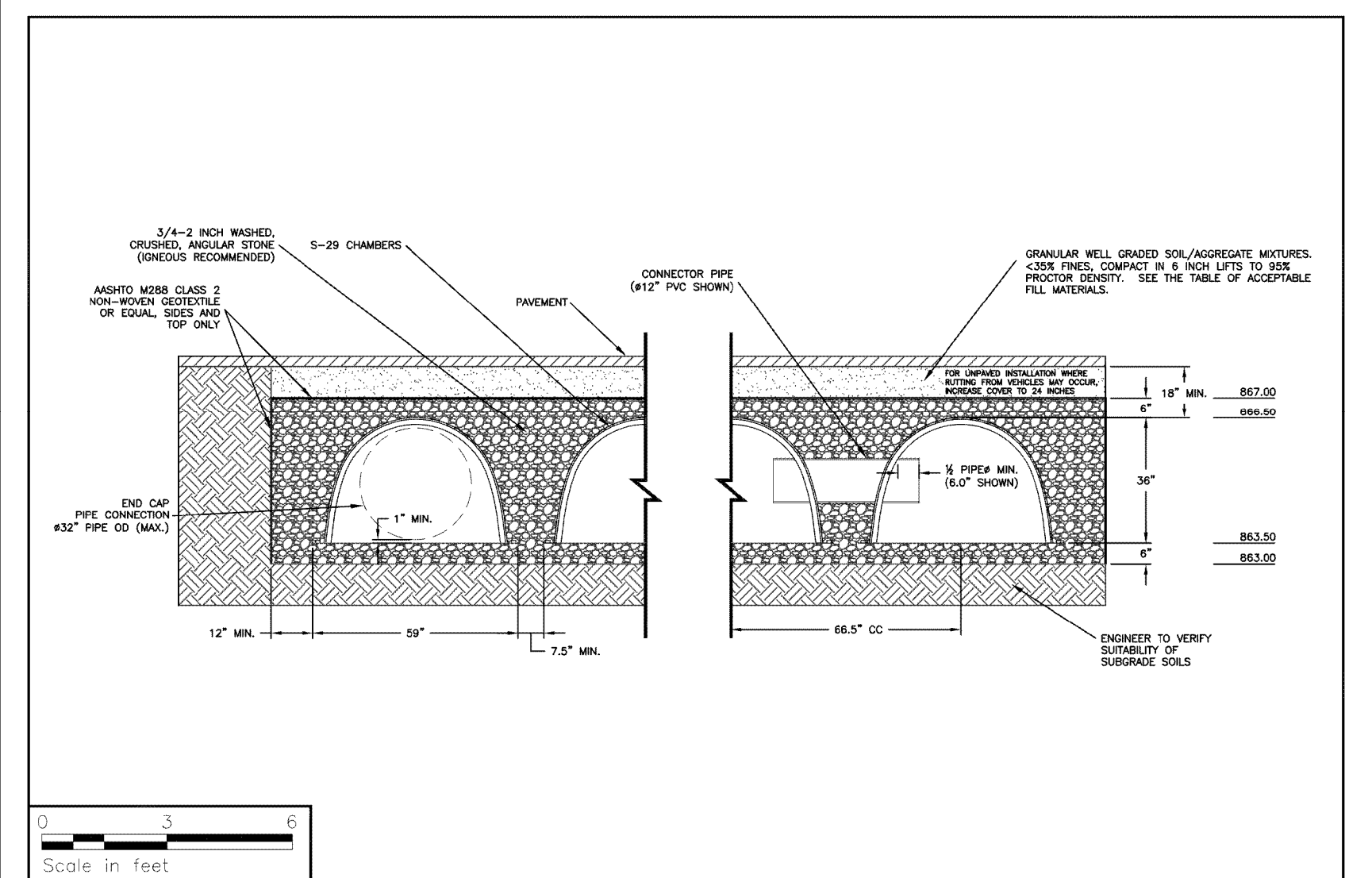




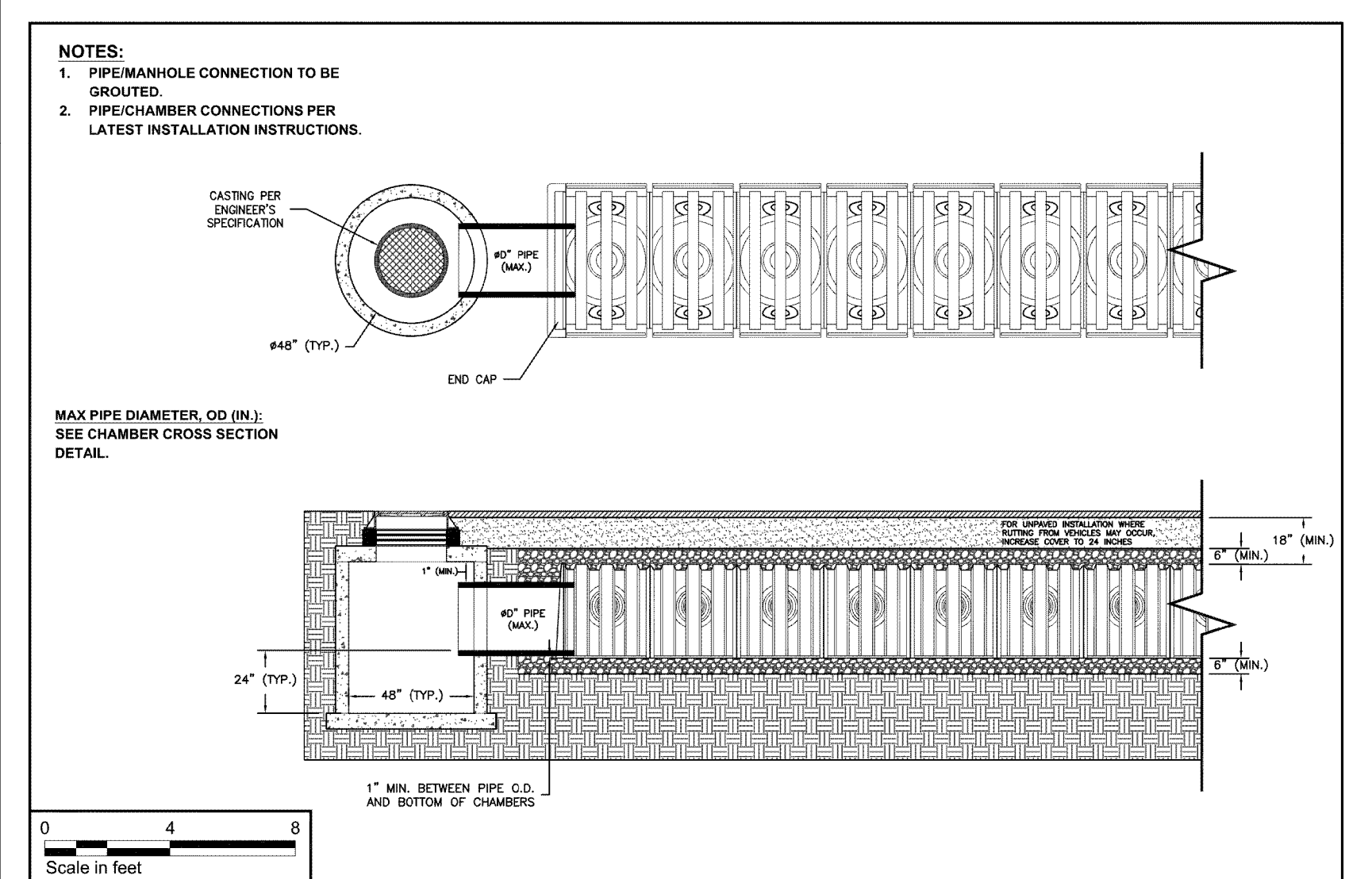
1 UNDERGROUND STORMWATER STORAGE PLAN
BID ALTERNATE 1"=30'



TRITON LAYOUT		OWNER: <ENTER OWNER>	DISTRIBUTED EXCLUSIVELY IN MN BY: Royal
THE COR 2		ENGINEER: LANDFORM	REVISED: 5-21-12 LRM
RAMSEY, MN	8-29-12	CONTRACTOR: TBD	3002 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 55078 PHONE: (800) 871-5245 • FAX: (851) 462-6993 WWW.ROYALENTERPRISES.NET

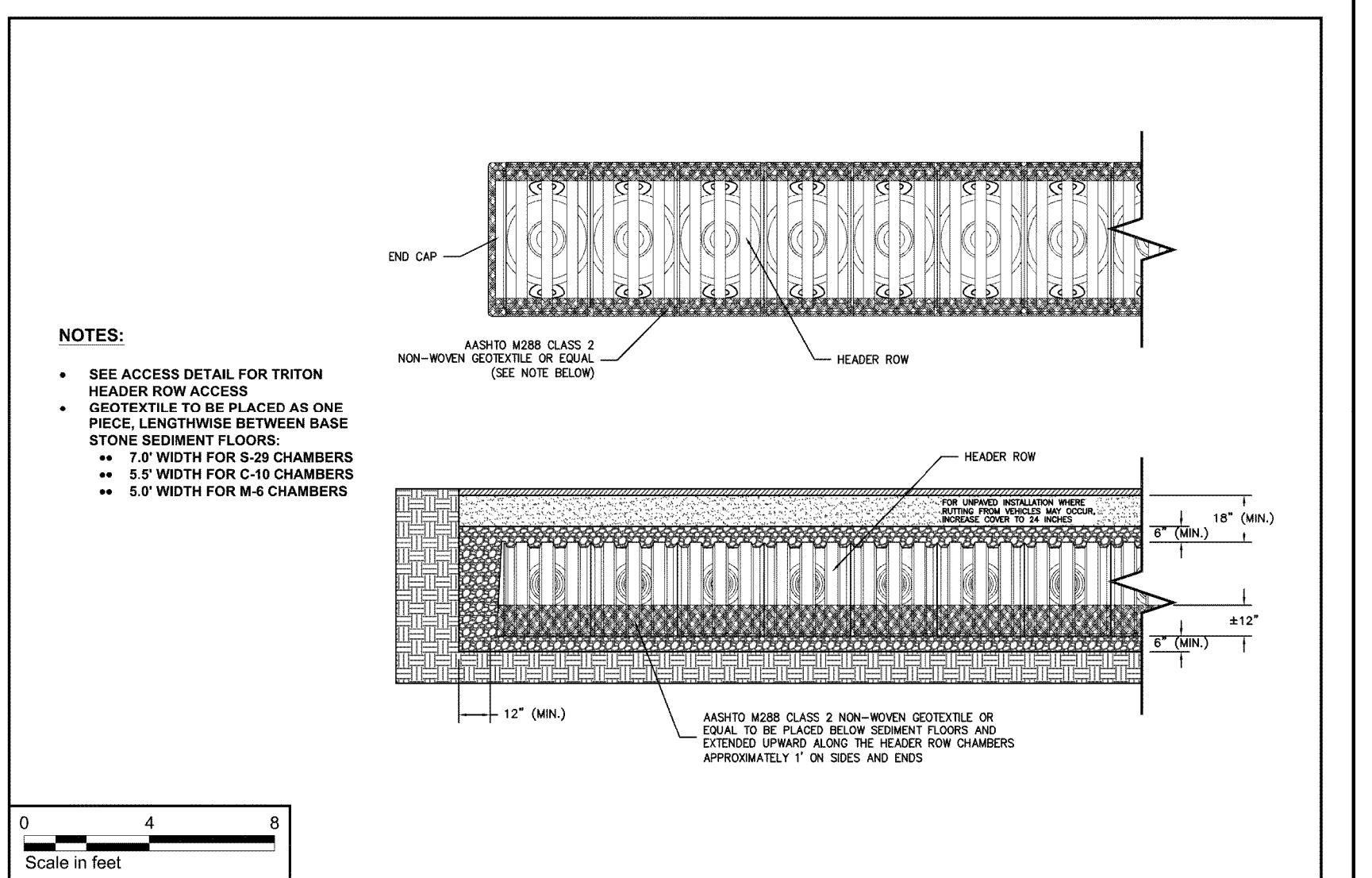


TRITON CROSS SECTION		OWNER: <ENTER OWNER>	DISTRIBUTED EXCLUSIVELY IN MN BY: Royal
THE COR 2		ENGINEER: LANDFORM	REVISED: 5-21-12 LRM
RAMSEY, MN	8-29-12	CONTRACTOR: TBD	3002 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 55078 PHONE: (800) 871-5245 • FAX: (851) 462-6993 WWW.ROYALENTERPRISES.NET

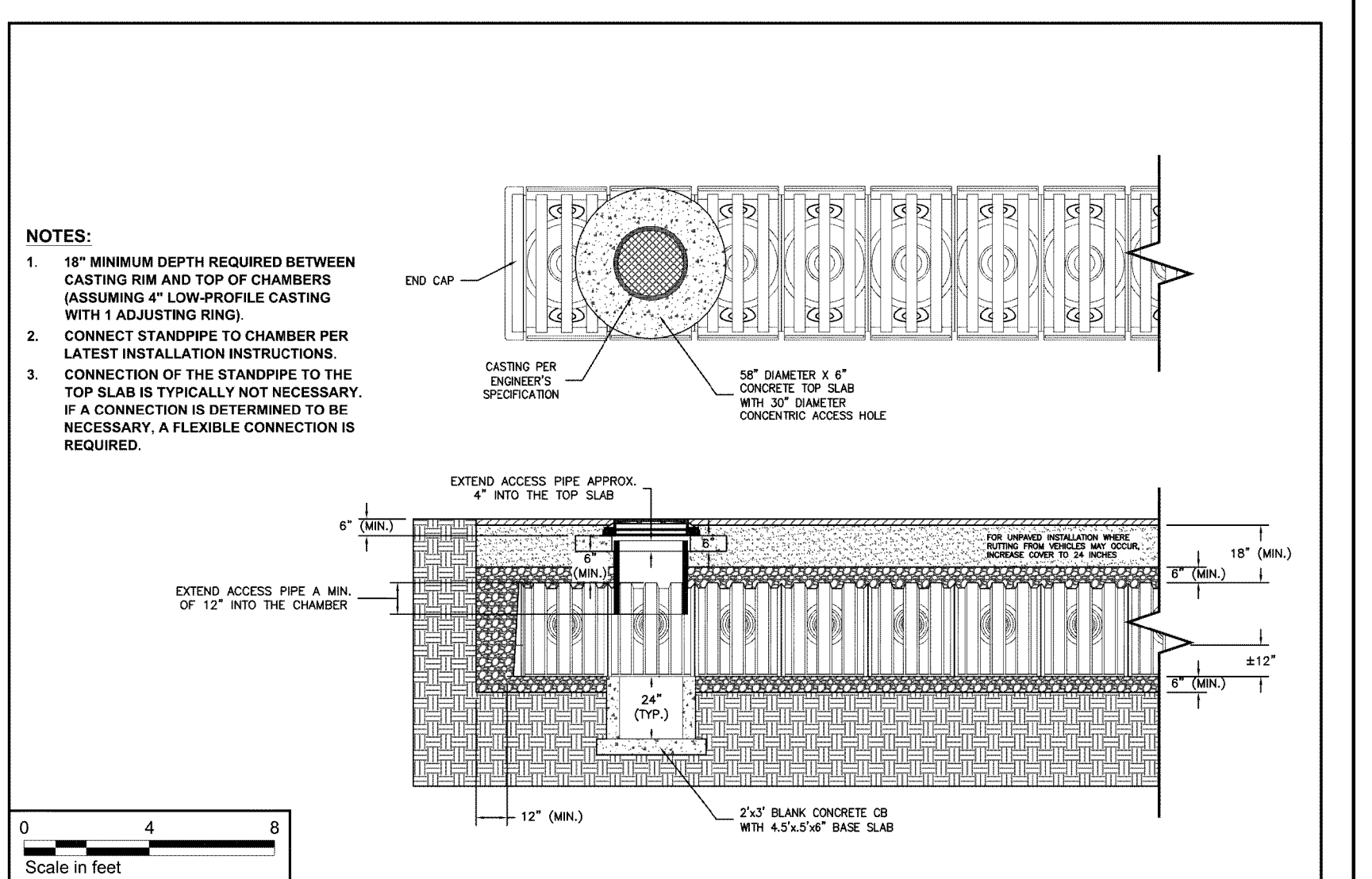


TRITON ACCESS MANHOLE CONNECTION		OWNER: <ENTER OWNER>	DISTRIBUTED EXCLUSIVELY IN MN BY: Royal
TRITON - STANDARD DETAILS		ENGINEER: LANDFORM	REVISED: 1-24-12 LRM
RAMSEY, MN	8-29-12	CONTRACTOR: TBD	3002 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 55078 PHONE: (800) 871-5245 • FAX: (851) 462-6993 WWW.ROYALENTERPRISES.NET

- UTILITY NOTES**
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TRITON HEADER ROW WITH SEDIMENT FLOORS		OWNER: <ENTER OWNER>	DISTRIBUTED EXCLUSIVELY IN MN BY: Royal
TRITON - STANDARD DETAILS		ENGINEER: LANDFORM	REVISED: 5-21-12 LRM
RAMSEY, MN	8-29-12	CONTRACTOR: TBD	3002 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 55078 PHONE: (800) 871-5245 • FAX: (851) 462-6993 WWW.ROYALENTERPRISES.NET



TRITON ACCESS DIRECT CHAMBER CONNECTION		OWNER: <ENTER OWNER>	DISTRIBUTED EXCLUSIVELY IN MN BY: Royal
TRITON - STANDARD DETAILS		ENGINEER: LANDFORM	REVISED: 5-21-12 LRM
RAMSEY, MN	8-29-12	CONTRACTOR: TBD	3002 FOREST BOULEVARD, P.O. BOX 430 STACY, MN 55078 PHONE: (800) 871-5245 • FAX: (851) 462-6993 WWW.ROYALENTERPRISES.NET

DEVELOPER
RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (763) 427-1410 • FAX (763) 427-5543

MUNICIPALITY
City of RAMSEY

PROJECT
SUNWOOD RETAIL INITIAL IMPROVEMENTS
 RAMSEY, MINNESOTA

SHEET INDEX

SHEET	TITLE
C01	TITLE SHEET
C02	EXISTING CONDITIONS & DEMOLITION
C03	SITE PLAN
C04	EROSION CONTROL, PAVING, & EROSION CONTROL
C05	SWPPP NOTES
C06	ACCESS DRIVE PROFILE - NORTH/SOUTH DRIVE
C07	ACCESS DRIVE PROFILE - WEST/EAST DRIVE
C08	UTILITIES - SANITARY SEWER & WATERMAIN
C09	UTILITIES - STORM SEWER - BID ALTERNATE
C10	CIVIL CONSTRUCTION DETAILS
C11	CIVIL CONSTRUCTION DETAILS
C12	CIVIL CONSTRUCTION DETAILS
C13	LANDSCAPE PLAN
C14	REGULATION PLAN

REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CNC

PROJECT MANAGER REVIEW

BY/RS	DATE
	04/03/2013

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

STAMP: NOT FOR CONSTRUCTION

BID DOCUMENTS
 APRIL 03, 2013

LANDFORM

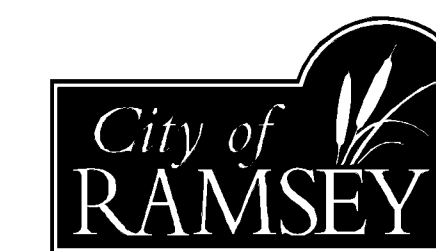
From Site to Finish

105 South Fifth Avenue
 Suite 513
 Minneapolis, MN 55401

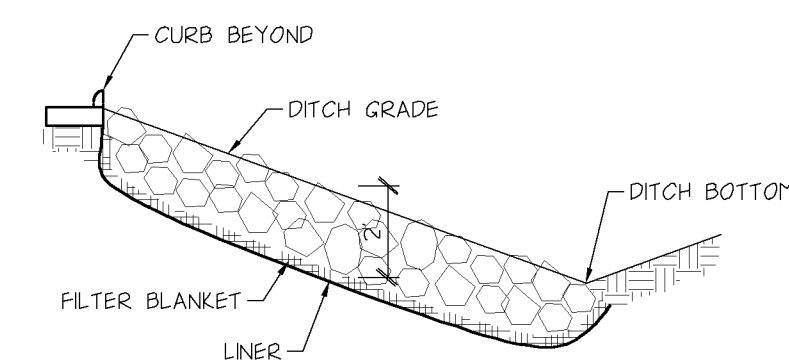
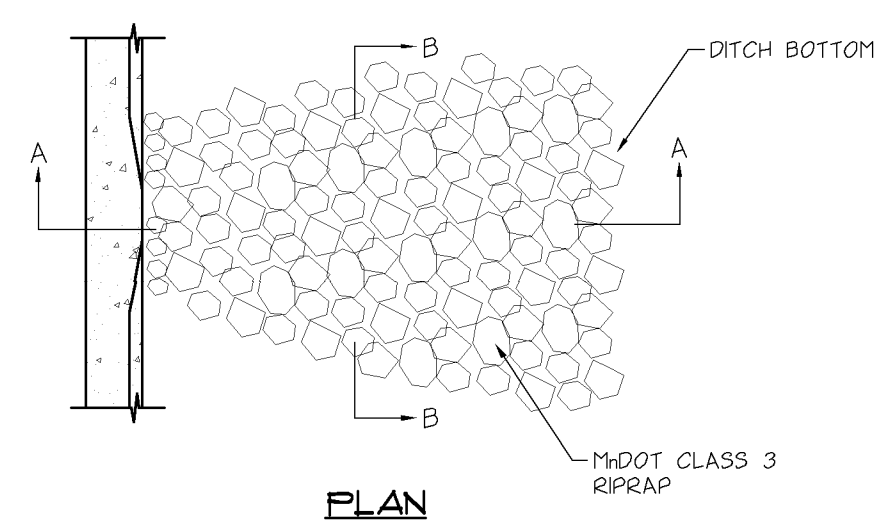
Tel: 612-252-9070
 Fax: 612-252-9077
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FILE NAME: C403RAM025.DWG
 PROJECT NO.: RAM12025

UTILITIES
STORM SEWER - BID ALTERNATE
C4.3

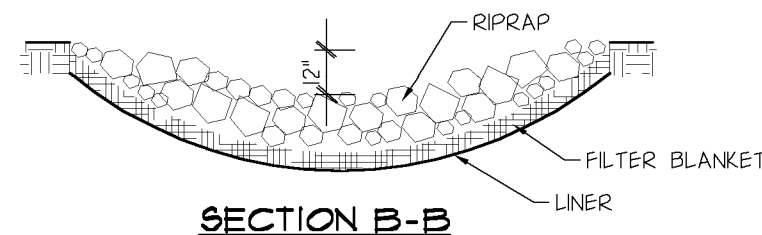


SHEET	TITLE
C0.1	TITLE SHEET
C1.1	EXISTING CONDITIONS & DEMOLITION
C2.1	SITE PLAN
C3.1	GRADING, DRAINAGE, PAVING, & EROSION CONTROL
C3.2	SWPPP NOTES
C3.3	ACCESS DRIVE PROFILE - NORTH/SOUTH DRIVE
C3.4	ACCESS DRIVE PROFILE - WEST/EAST DRIVE
C4.1	UTILITIES - SANITARY SEWER & WATERMAIN
C4.2	UTILITIES - STORM SEWER - BID ALTERNATE
C4.3	UTILITIES - STORM SEWER - BID ALTERNATE
C7.1	CIVIL CONSTRUCTION DETAILS
C7.2	CIVIL CONSTRUCTION DETAILS
C7.3	CIVIL CONSTRUCTION DETAILS
L2.1	LANDSCAPE PLAN
L2.2	IRRIGATION PLAN



SECTION A-A

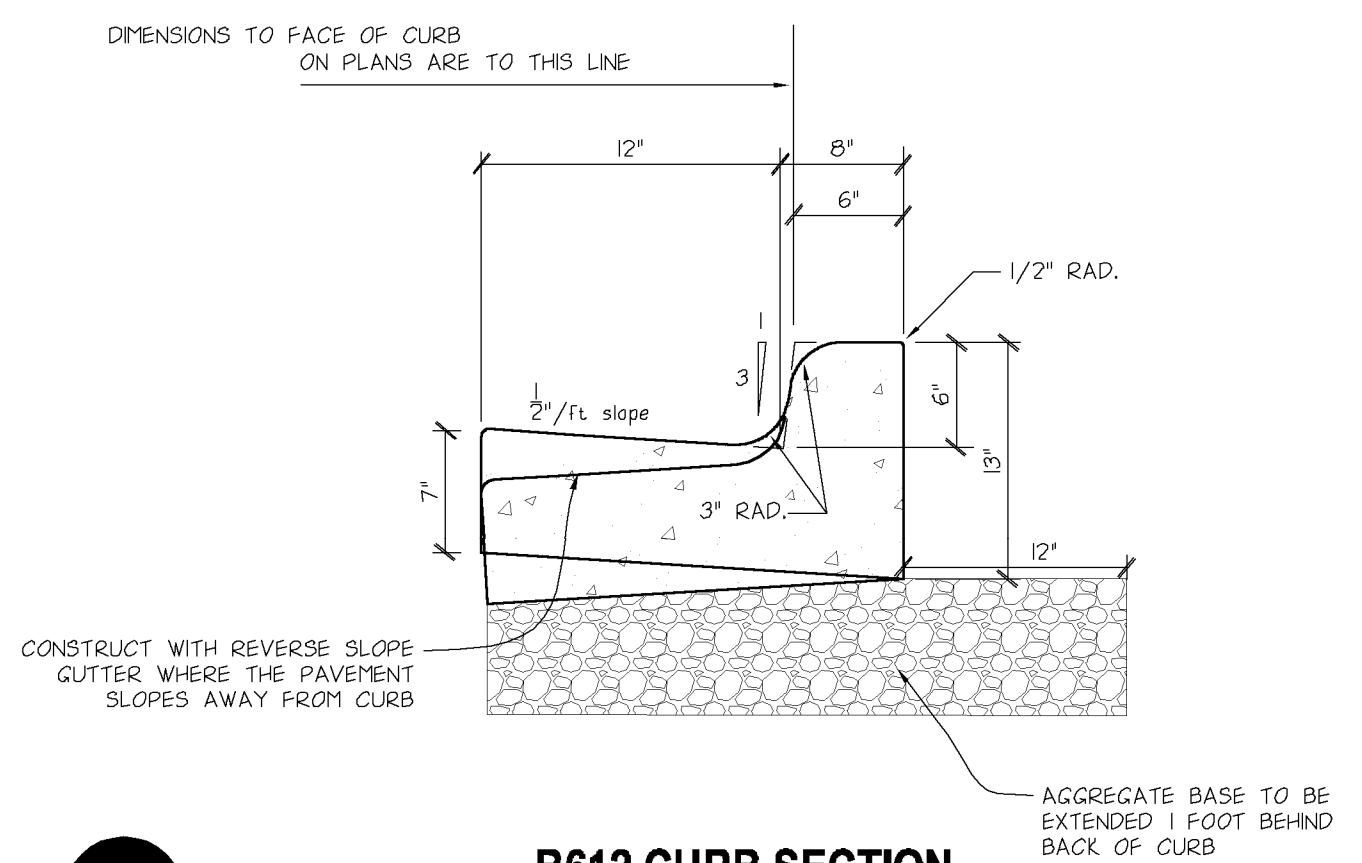
NOTE
FILTER BLANKET AND LAYER OF 500X MRAFI FABRIC OR EQUAL REQUIRED UNDER RIPRAP



SECTION B-B

RIPRAP AT CURB OPENING

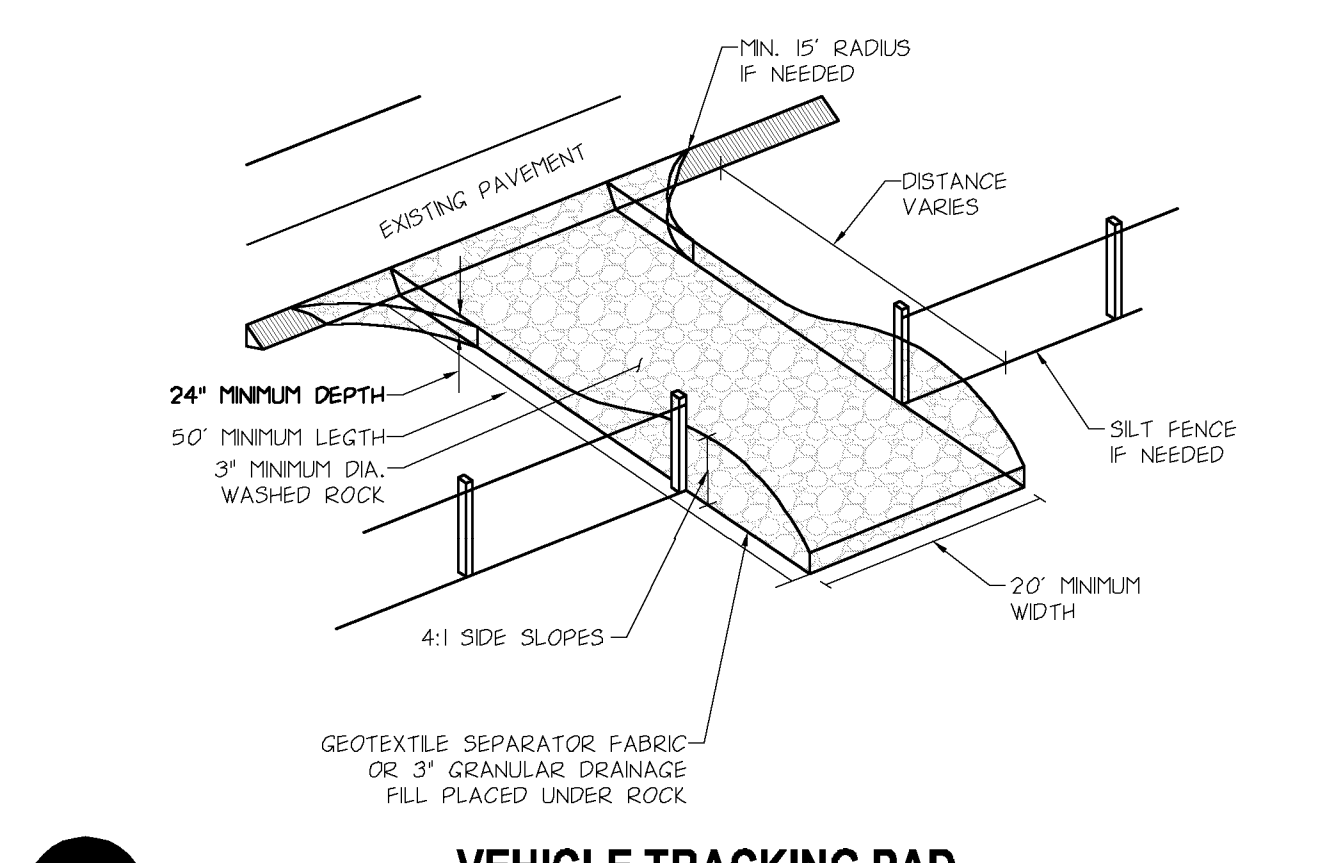
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B612 CURB SECTION

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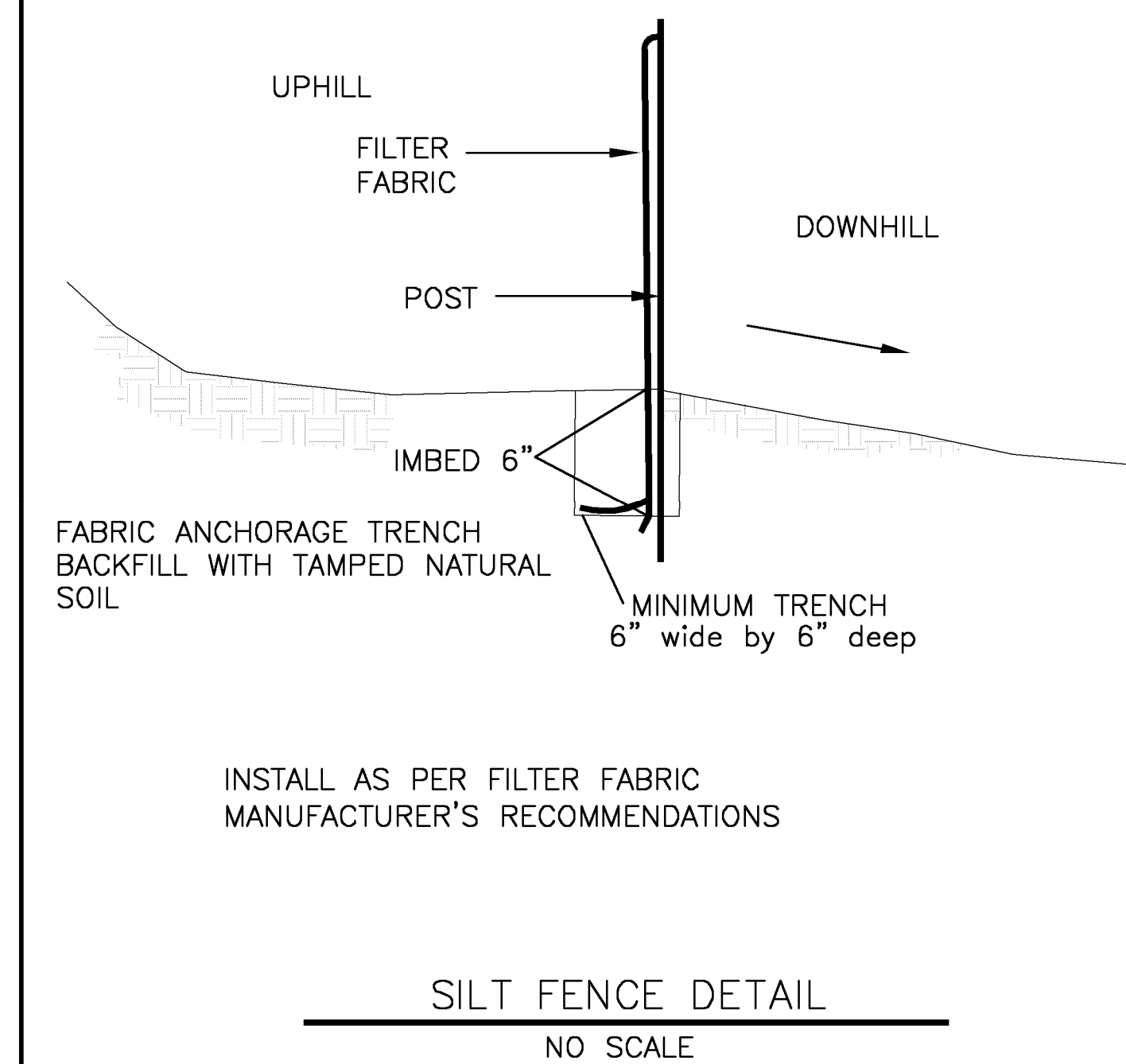
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VEHICLE TRACKING PAD

NO SCALE

3



SILT FENCE DETAIL

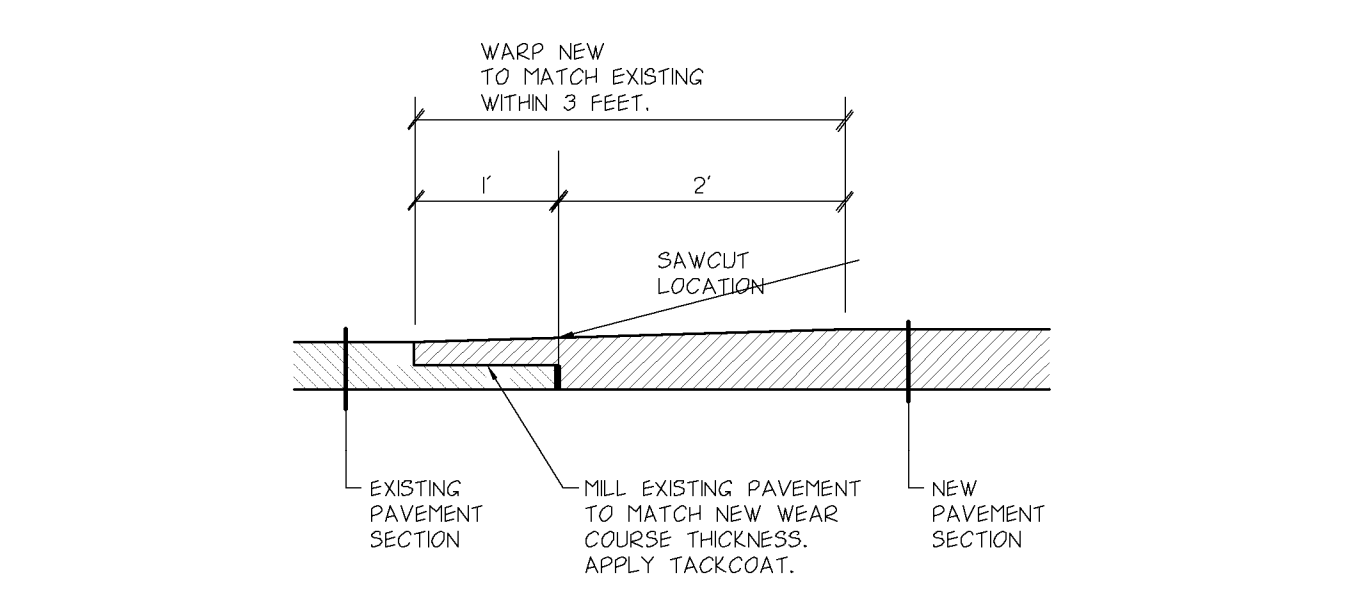
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APPROVED DATE	2-2005	STANDARD DETAILS SILT FENCE
		CITY PLATE No. ERO-3

1

SILT FENCE

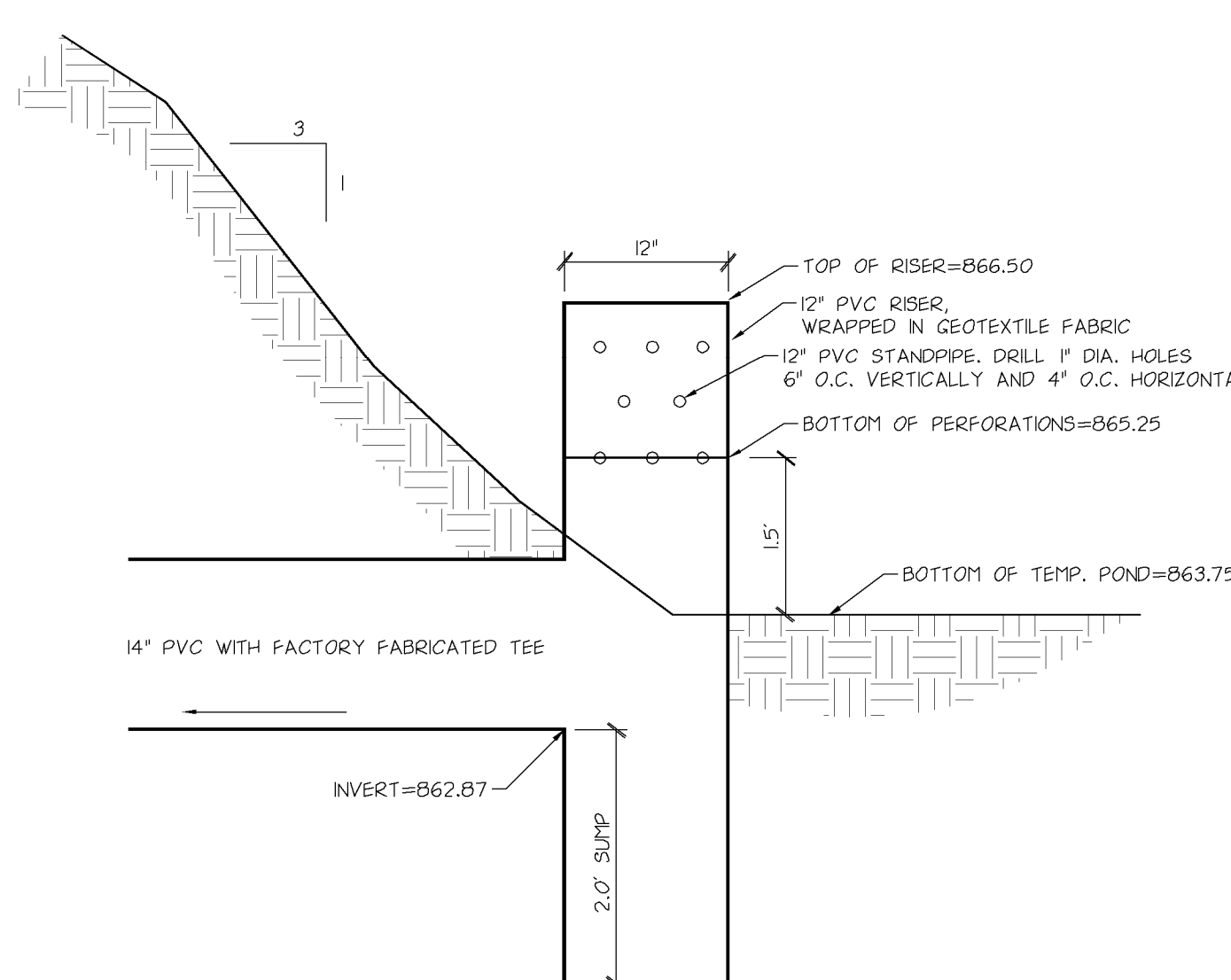
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ASPHALT PAVEMENT TRANSITION

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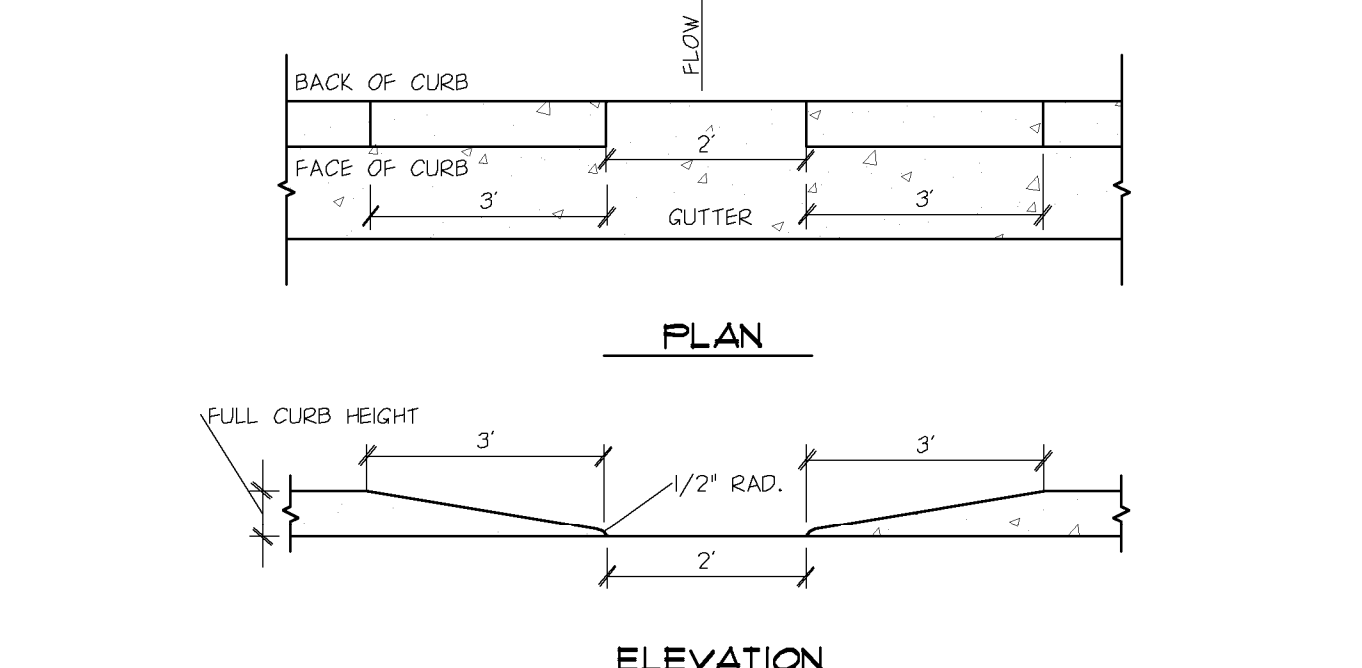
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TEMPORARY PVC STAND PIPE

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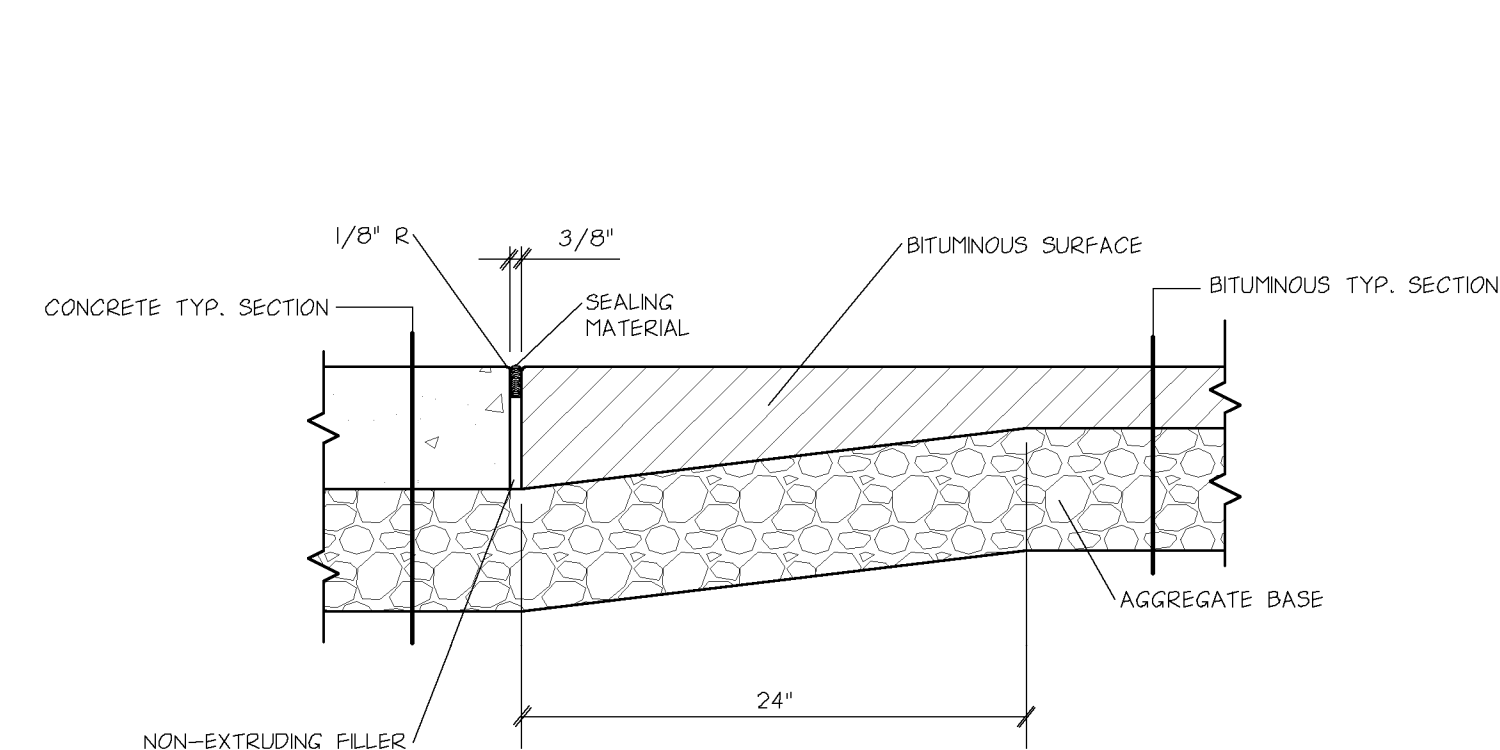
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CURB OUTLET

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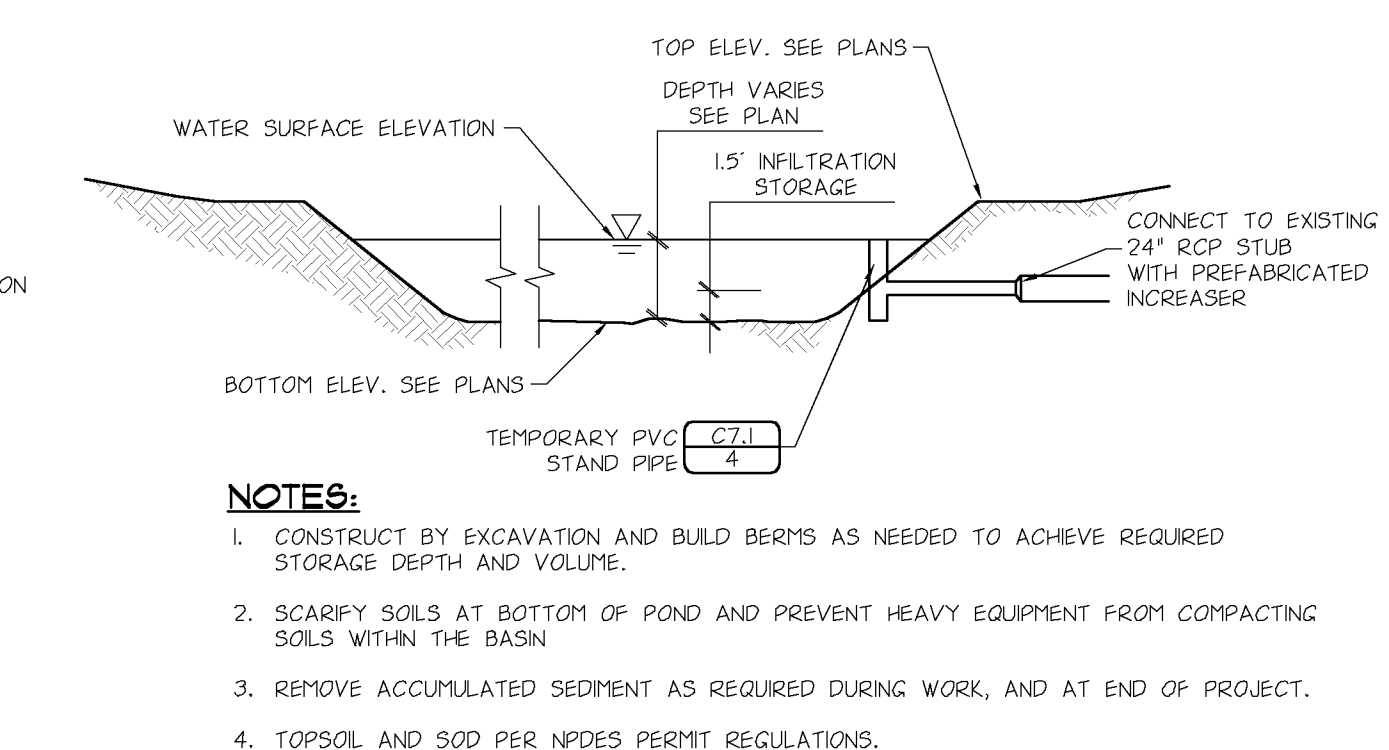
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THICKENED BITUMINOUS EDGE AND CONCRETE SURFACE

NO SCALE

9



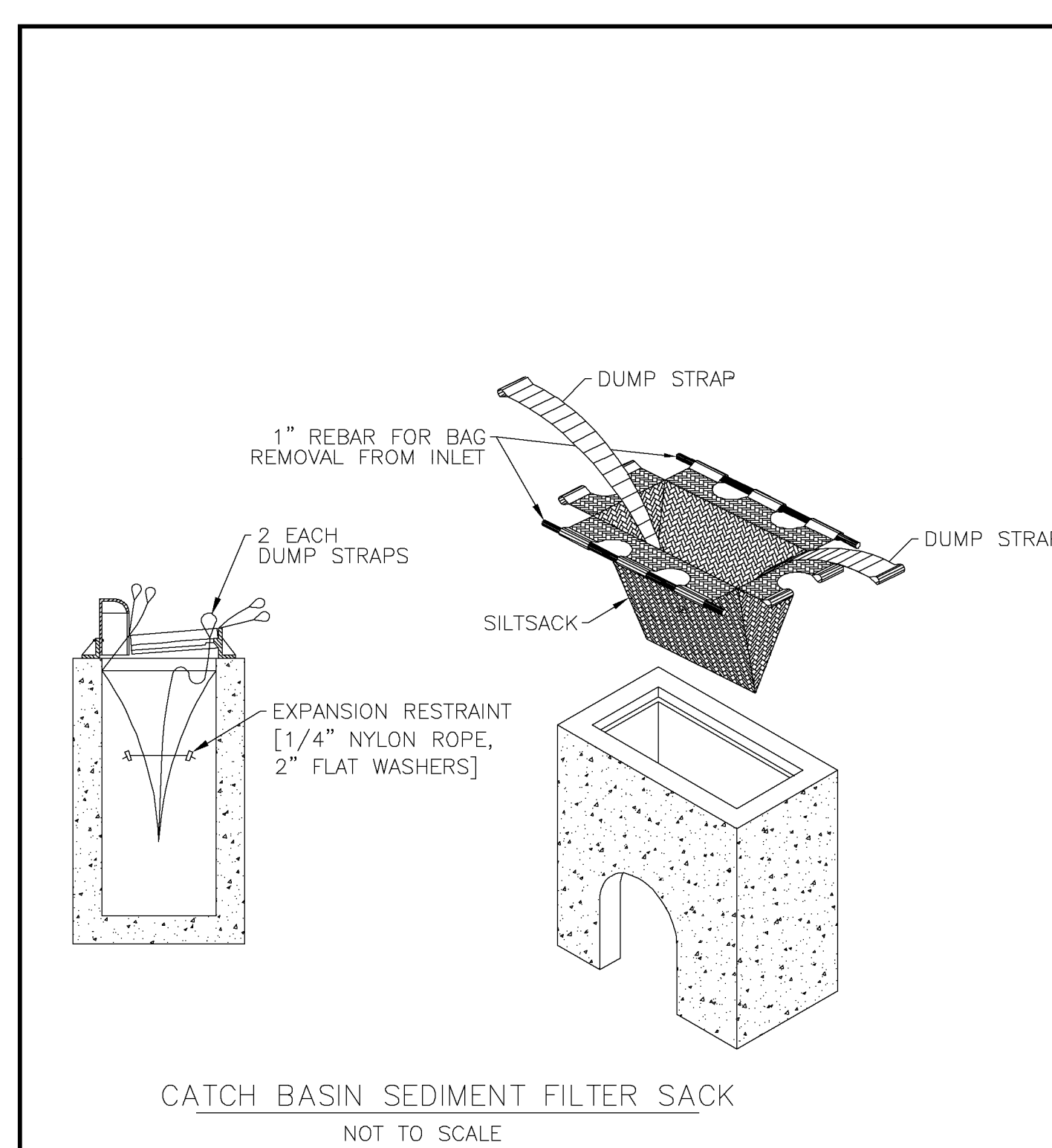
TEMPORARY STORMWATER BASIN

NO SCALE

5

NOTES:

1. CONSTRUCT BY EXCAVATION AND BUILD BERMS AS NEEDED TO ACHIEVE REQUIRED STORAGE DEPTH AND VOLUME.
2. SCARIFY SOILS AT BOTTOM OF POND AND PREVENT HEAVY EQUIPMENT FROM COMPACTING SOILS WITHIN THE BASIN.
3. REMOVE ACCUMULATED SEDIMENT AS REQUIRED DURING WORK, AND AT END OF PROJECT.
4. TOPSOIL AND SOD PER NPDES PERMIT REGULATIONS.



CATCH BASIN SEDIMENT FILTER SACK

NOT TO SCALE

APPROVED DATE	7-2011	STANDARD DETAILS CB SEDIMENT FILTER SACK
		CITY PLATE No. STO 11

2

INLET PROTECTION

NO SCALE

REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CNC

PROJECT MANAGER REVIEW

BY: RES	DATE: 04-03-2013
---------	------------------

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Signature No: 47165 DATE:

BID DOCUMENTS

APRIL 03, 2013



From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

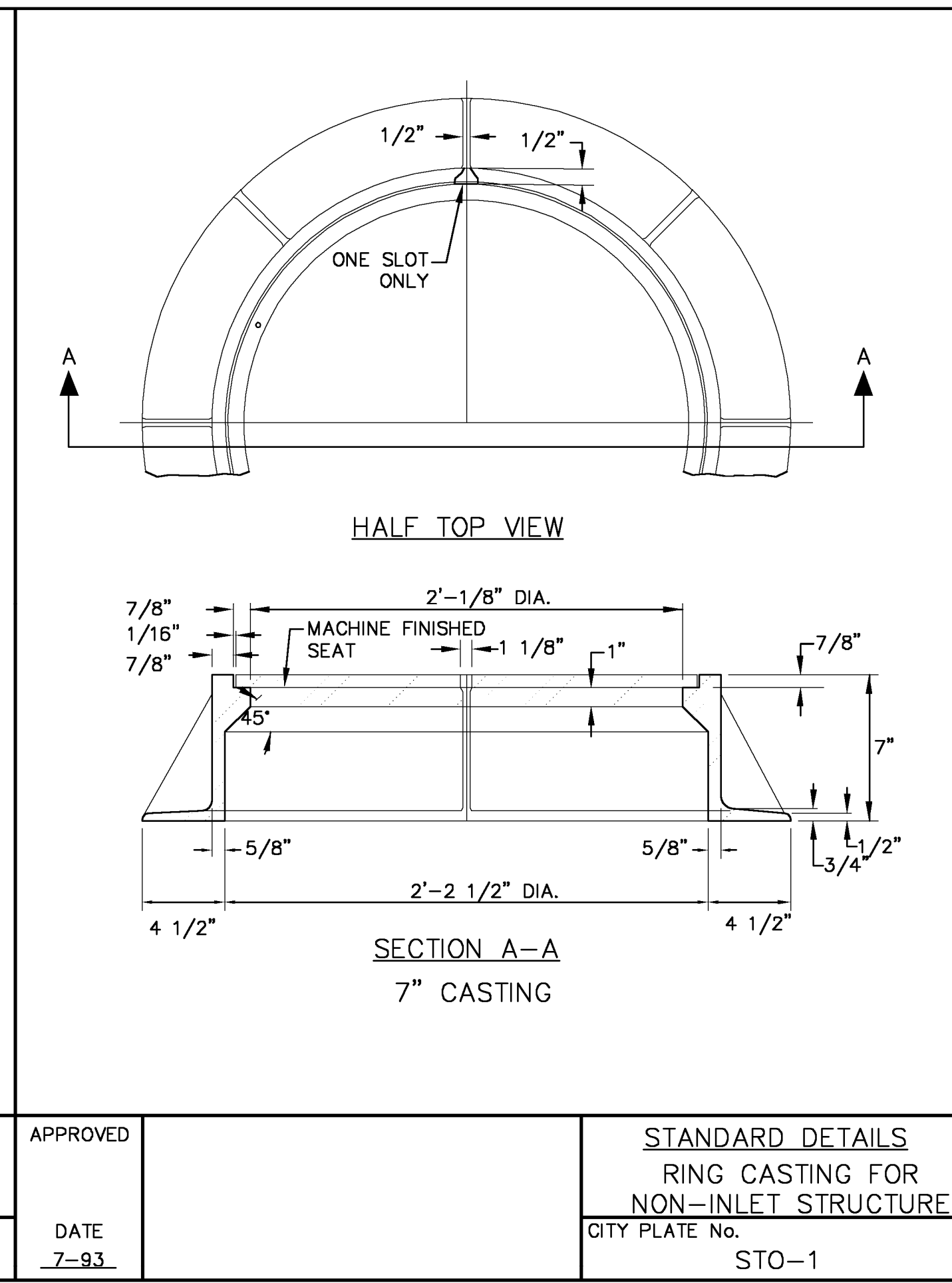
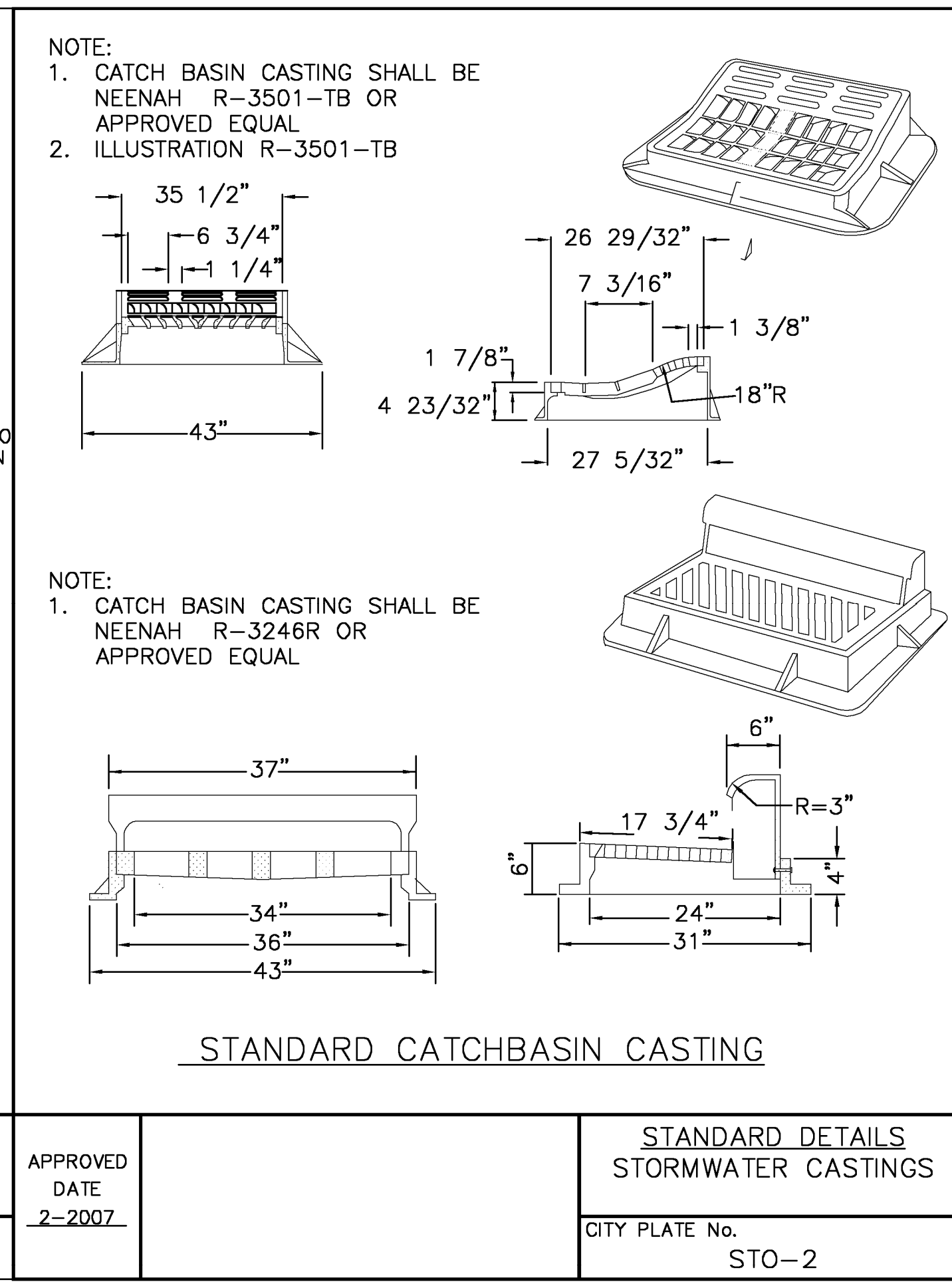
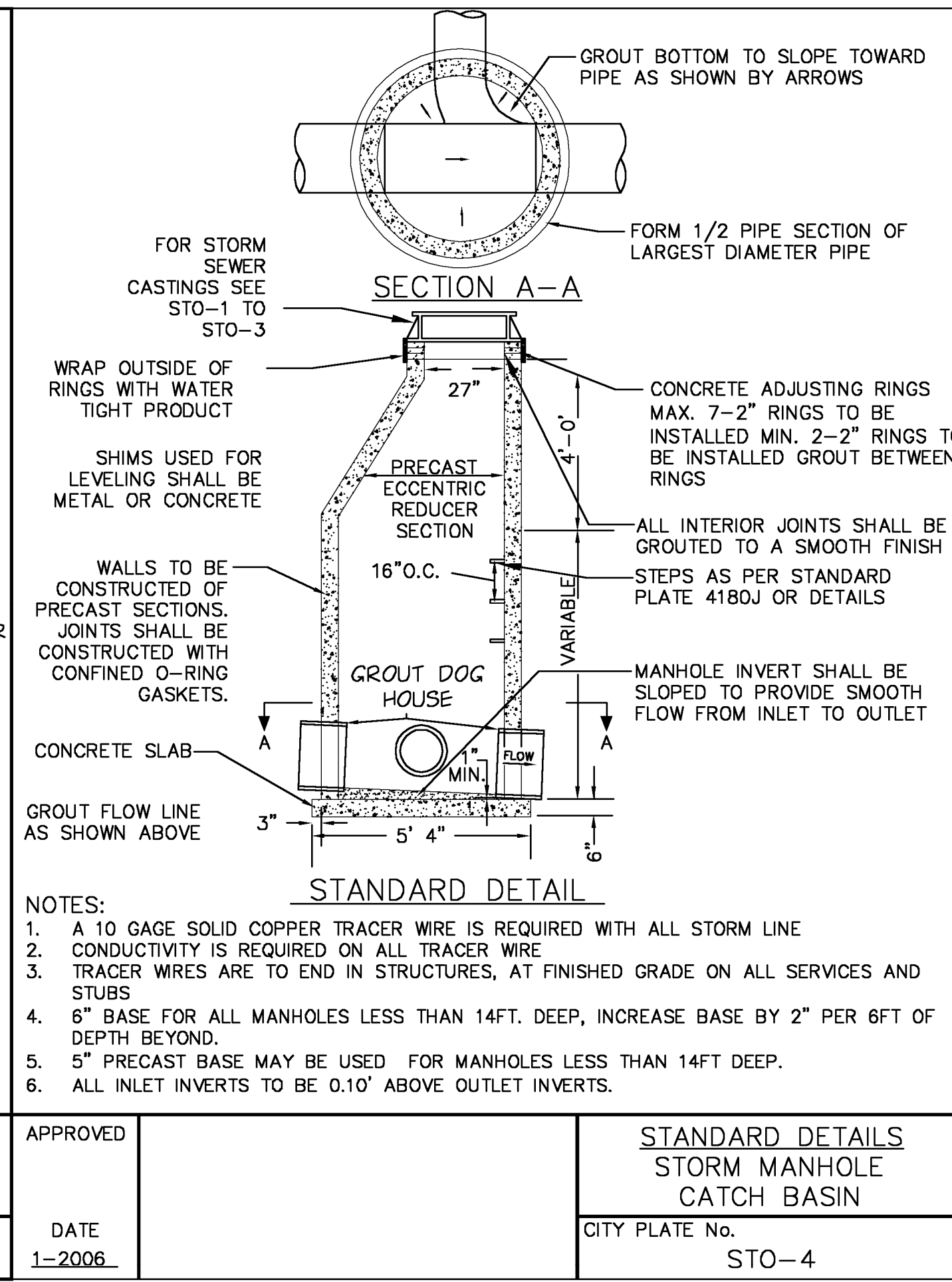
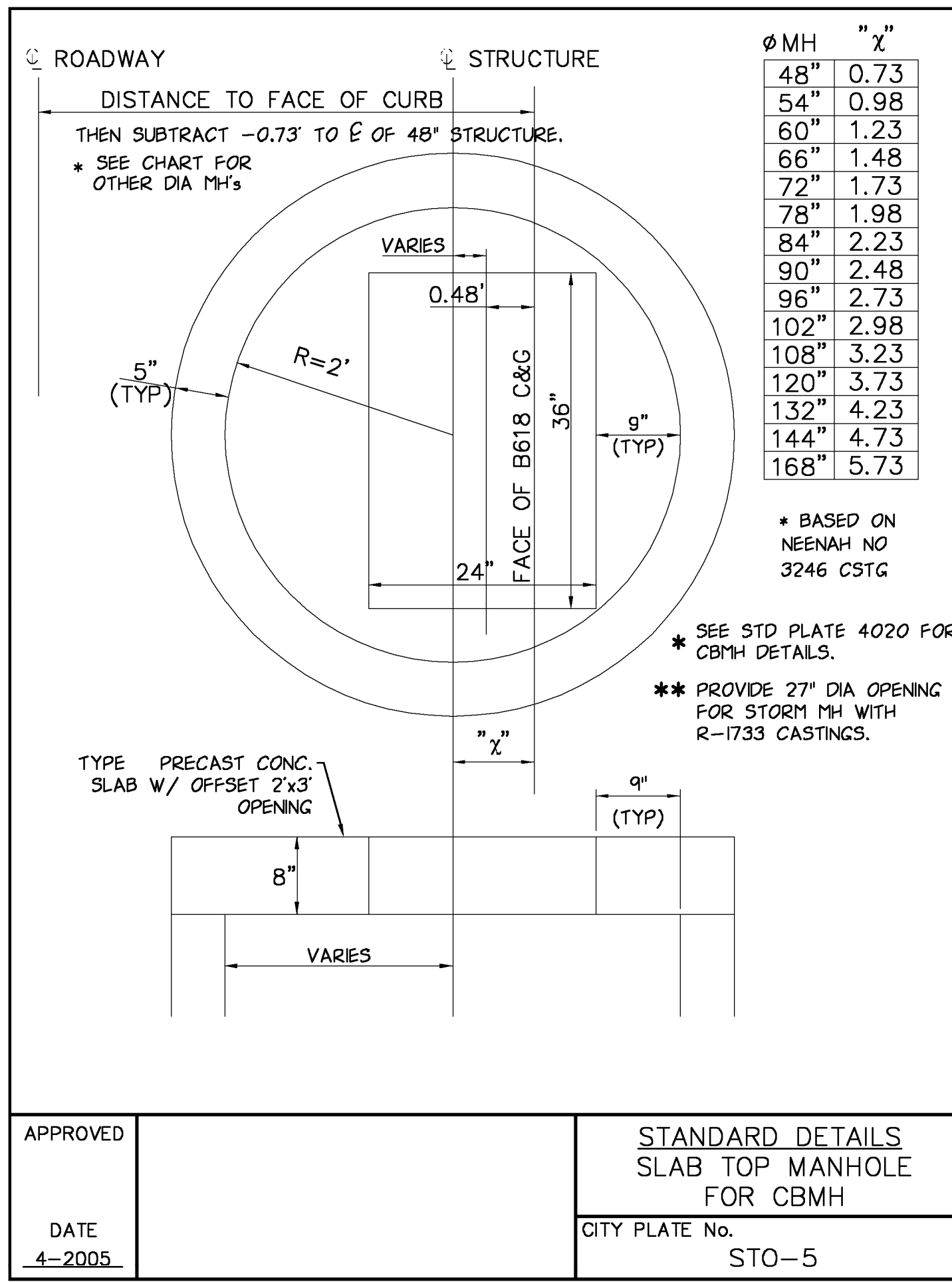
FILE NAME C701RAM025.DWG

PROJECT NO. RAM12025

CIVIL CONSTRUCTION

DETAILS

C7.1

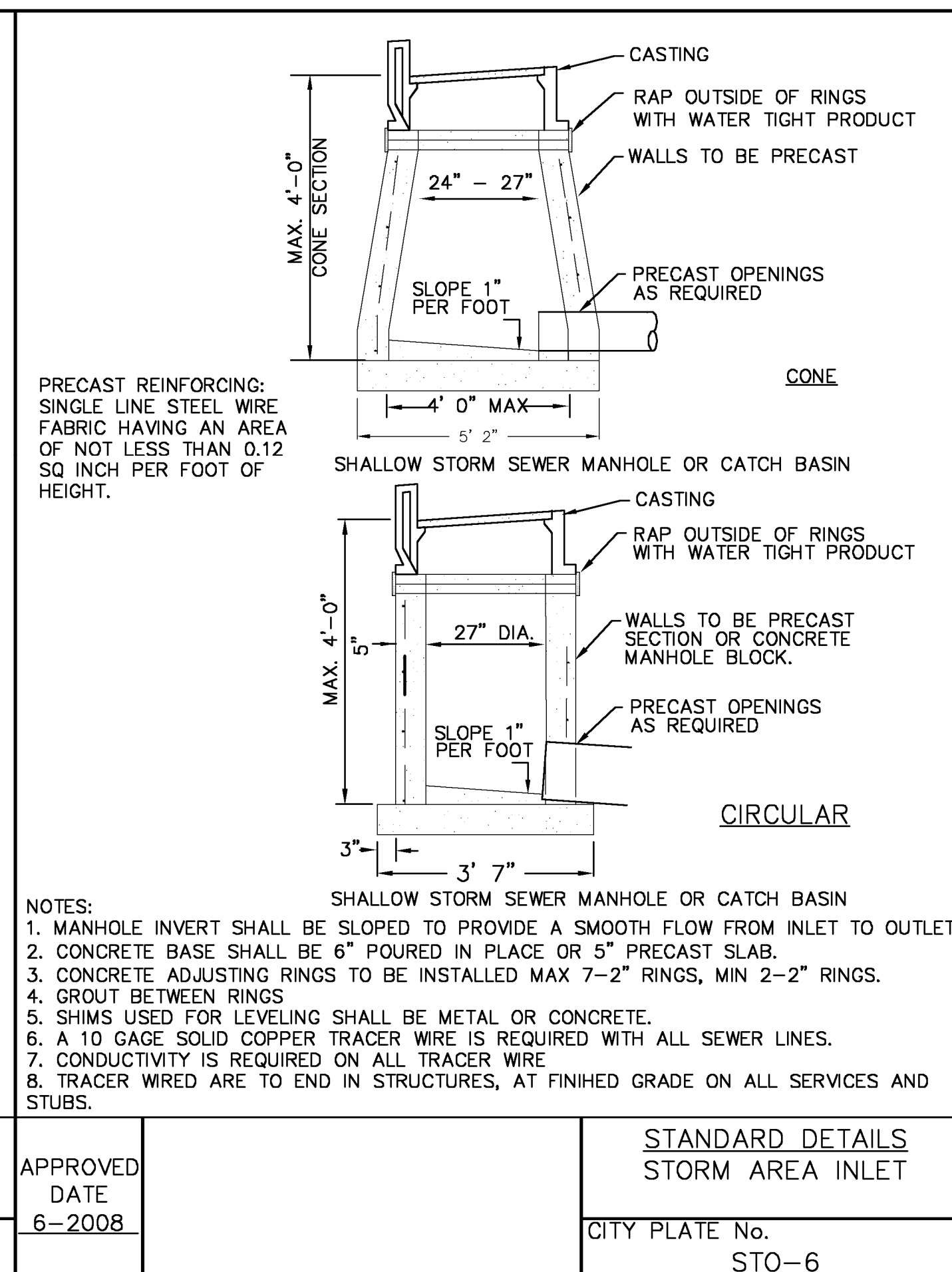
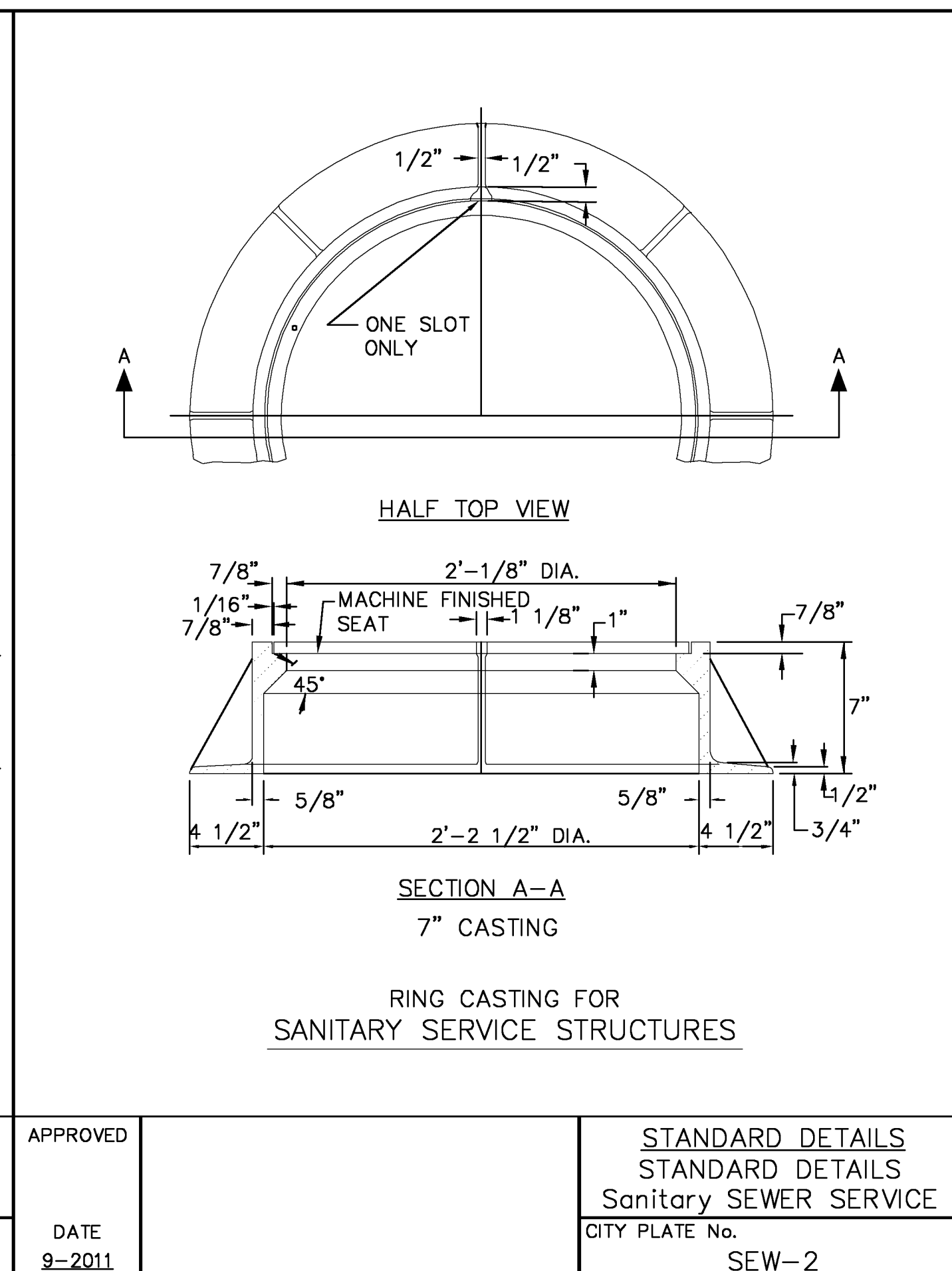
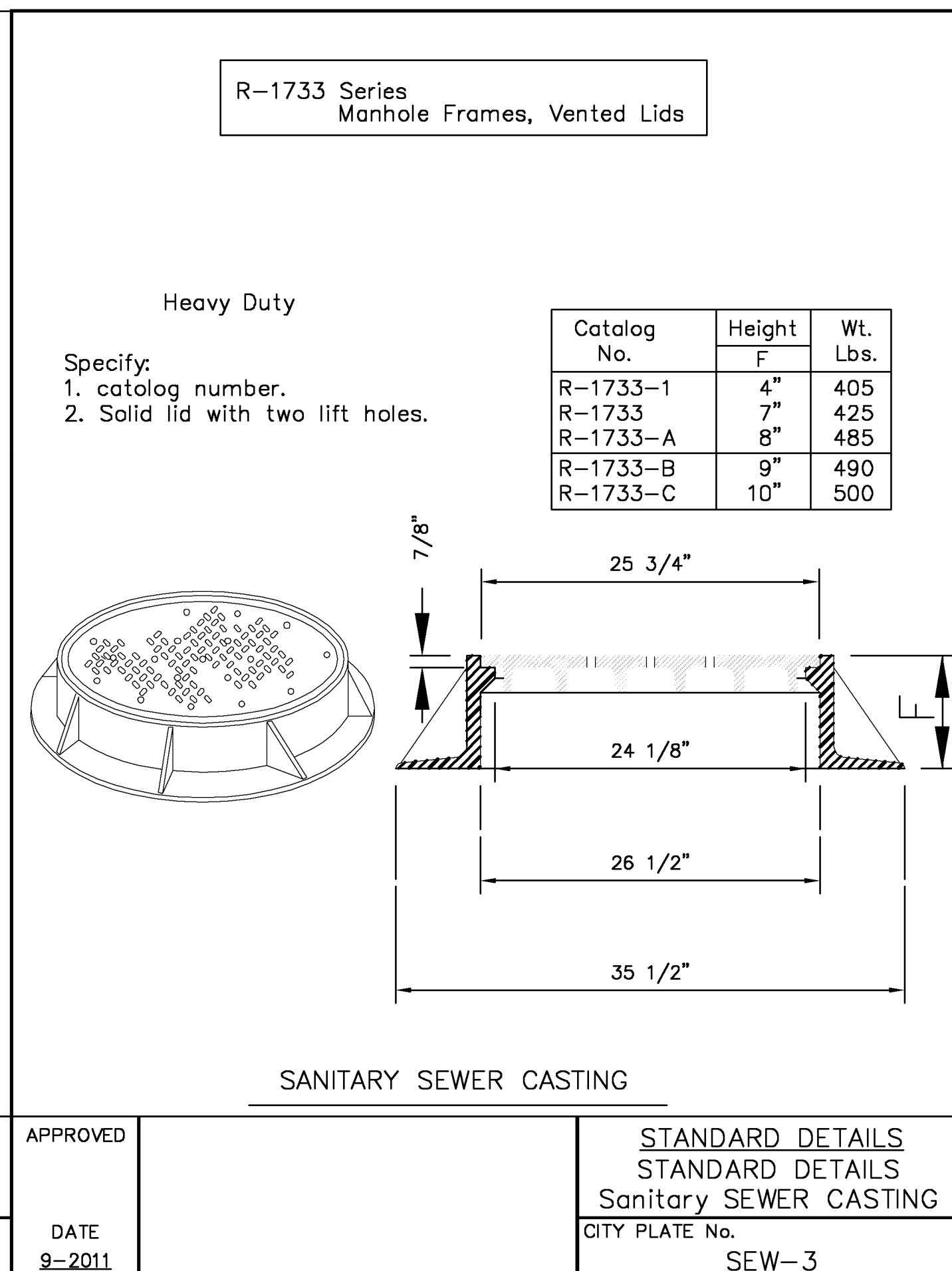
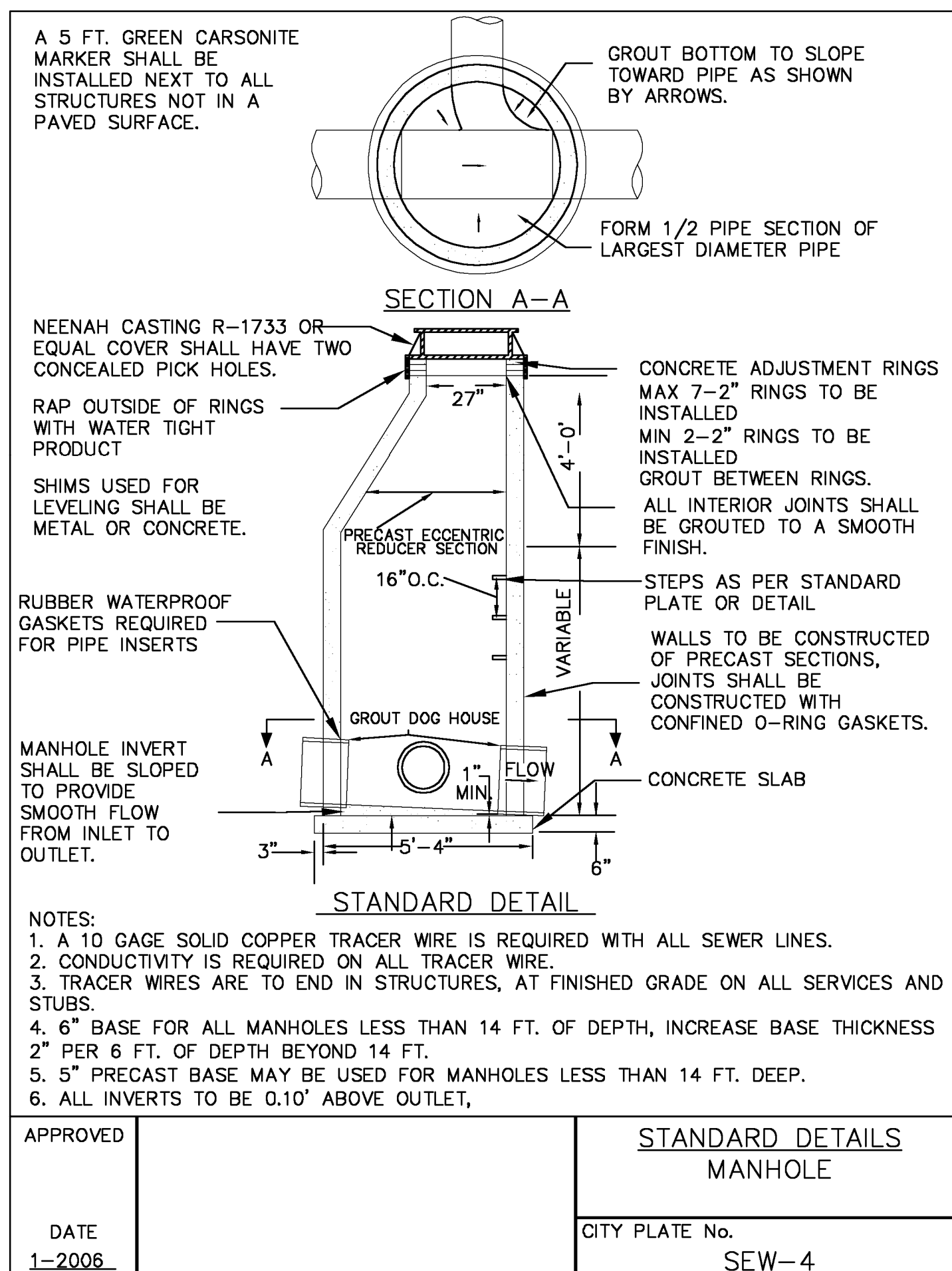


4 STORM SEWER CATCH BASIN TOP SLAB
CITY OF RAMSEY NO SCALE

3 STORM SEWER CATCH BASIN
CITY OF RAMSEY NO SCALE

2 STORM SEWER CATCH BASIN CASTING
CITY OF RAMSEY NO SCALE

1 STORM SEWER MANHOLE RING CASTING
CITY OF RAMSEY NO SCALE



8 SANITARY SEWER MANHOLE
CITY OF RAMSEY NO SCALE

7 SANITARY SEWER CASTING
CITY OF RAMSEY NO SCALE

6 SANITARY SEWER RING CASTING
CITY OF RAMSEY NO SCALE

5 STORM SEWER SHALLOW CATCHBASIN
CITY OF RAMSEY NO SCALE

DEVELOPER
RAMSEY HRA
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 TEL (763) 427-1410 - FAX (763) 427-5543

MUNICIPALITY
City of RAMSEY

PROJECT
SUNWOOD RETAIL INITIAL IMPROVEMENTS
 RAMSEY, MINNESOTA

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C73	CIVIL CONSTRUCTION DETAILS
L21	LANDSCAPE PLAN
L22	IRRIGATION PLAN

REVISION HISTORY

DATE	REVISION	BY	CHK
03 APR 2013	ISSUED FOR BID		

PROJECT MANAGER REVIEW

BY: DATE: 04/03/13

CERTIFICATION

I hereby certify that this plan was prepared, checked, and/or under the direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: DATE: 4/16/13

NOT FOR CONSTRUCTION

BID DOCUMENTS
 APRIL 03, 2013

LANDFORM

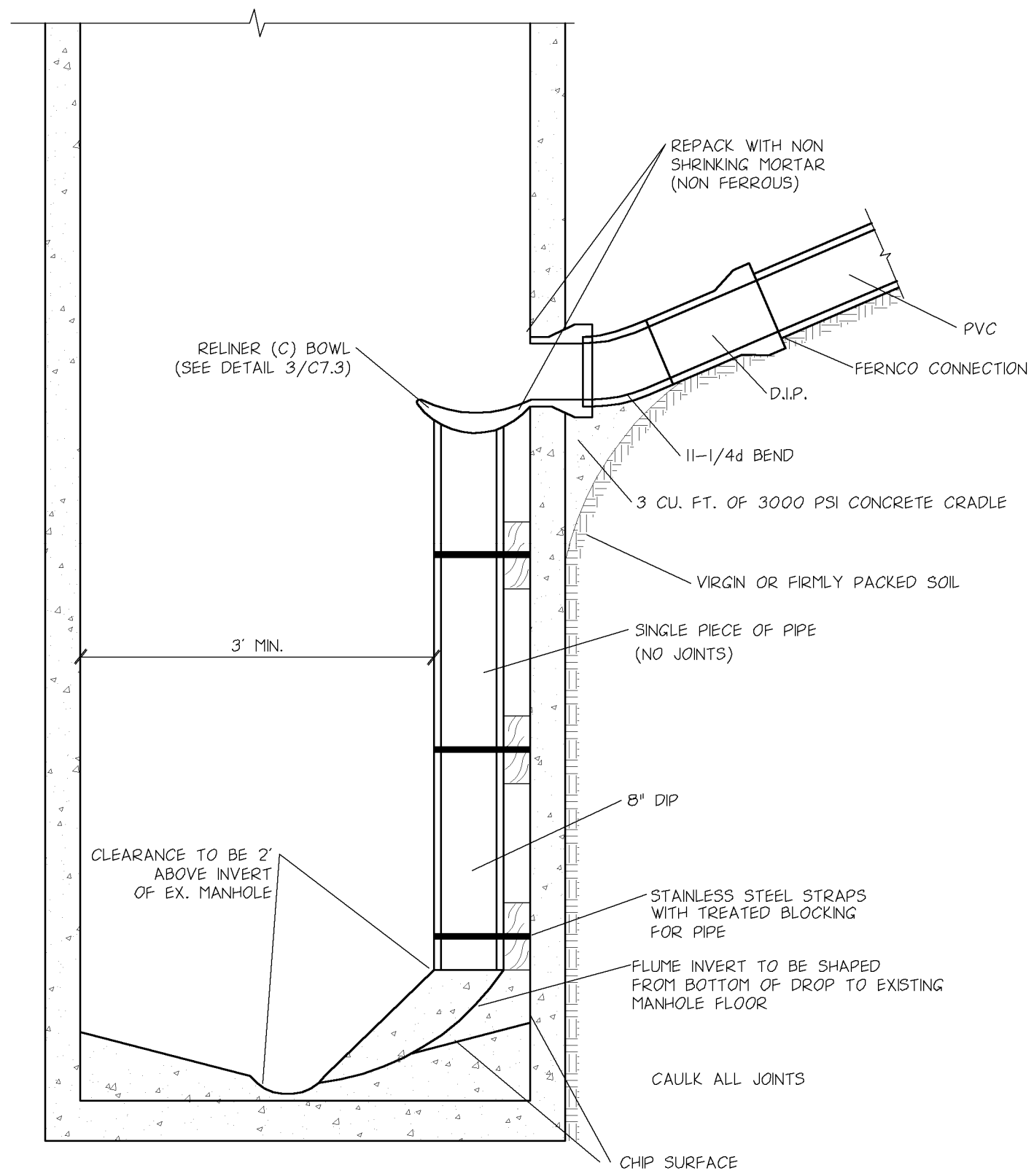
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
 Suite 513 Fax: 612-252-9077
 Minneapolis, MN 55401 Web: landform.net

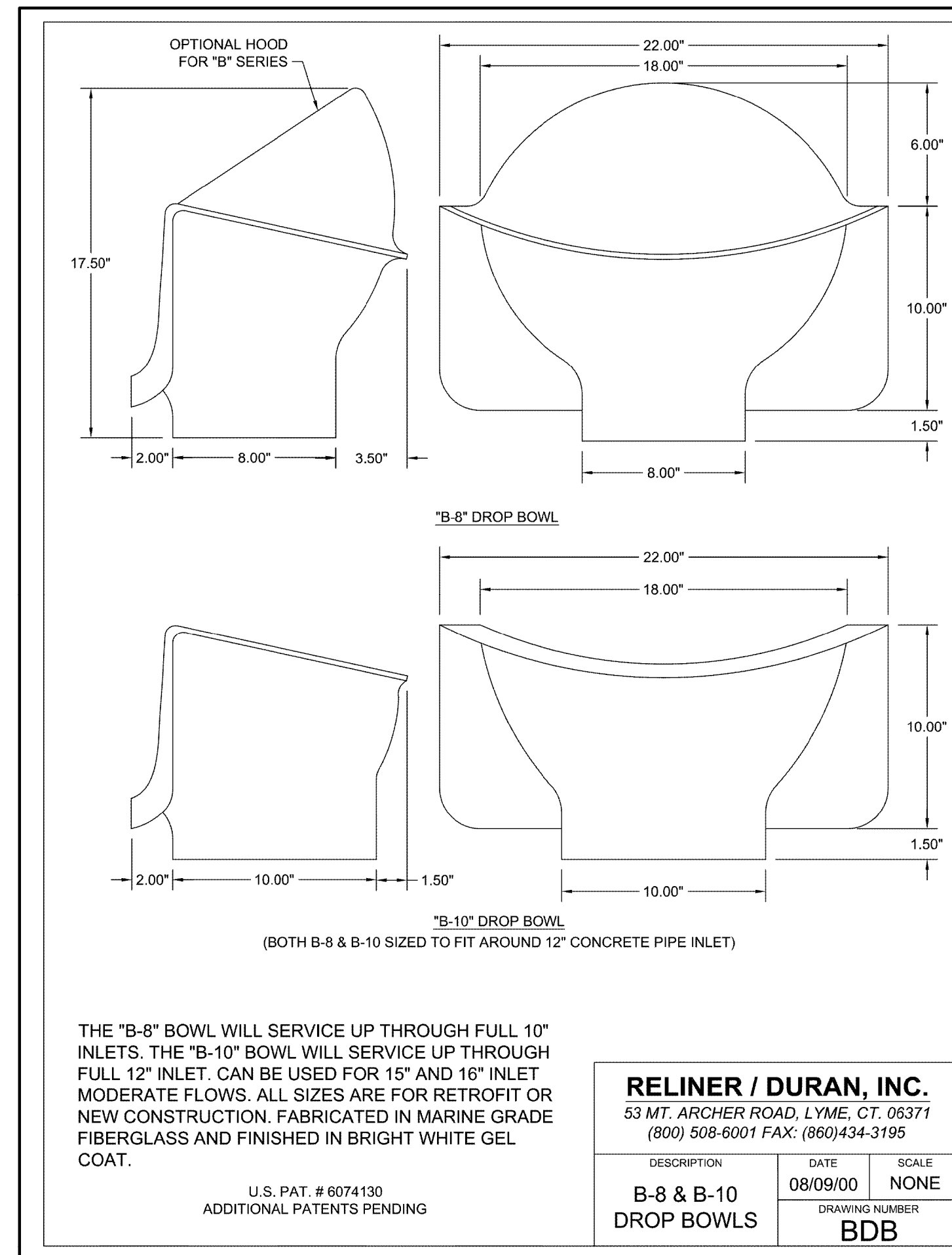
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 PROJECT NO.: RAM12025

CIVIL CONSTRUCTION DETAILS
C7.2

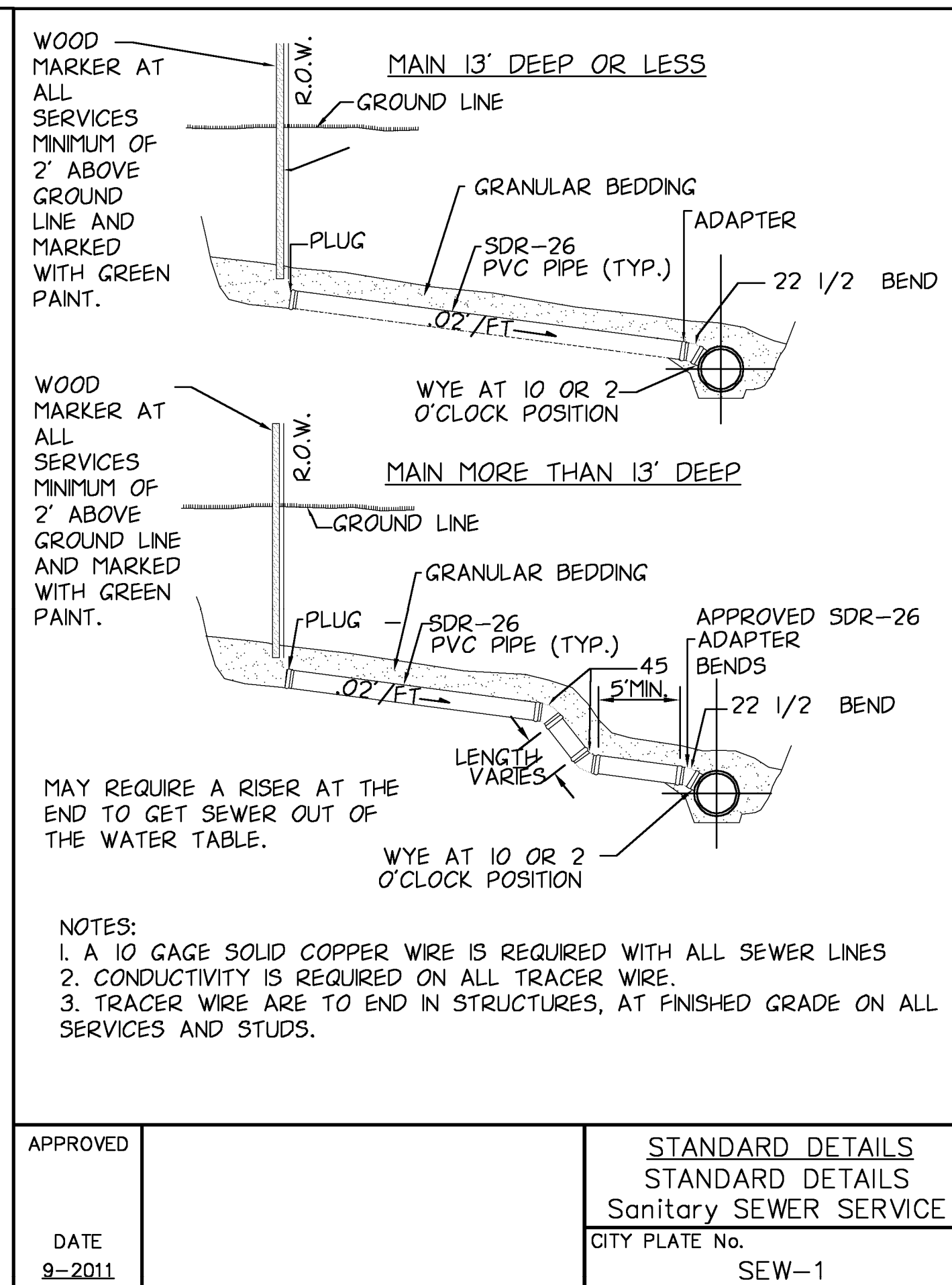
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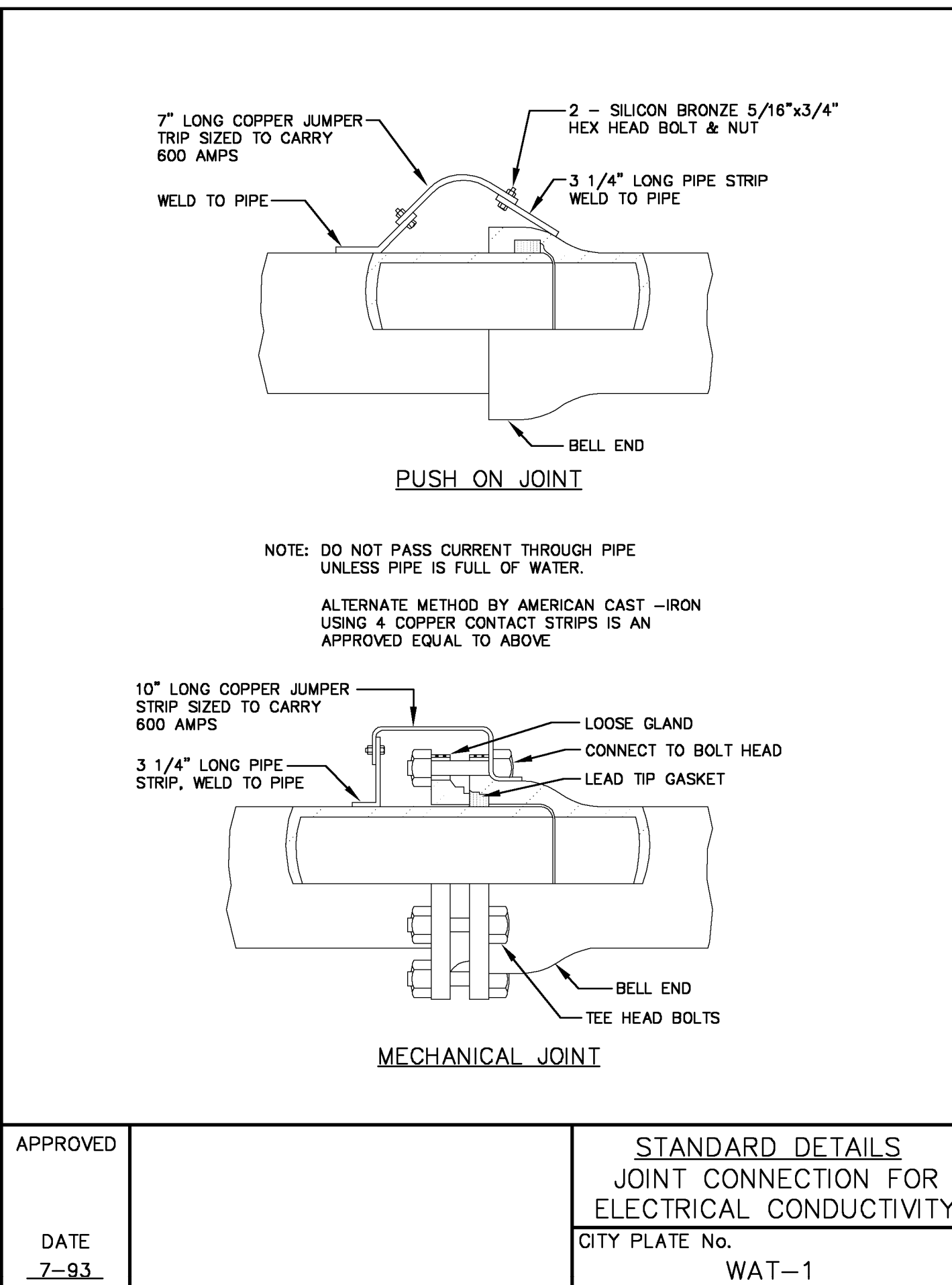
4 **INSIDE DROP MANHOLE** NO SCALE



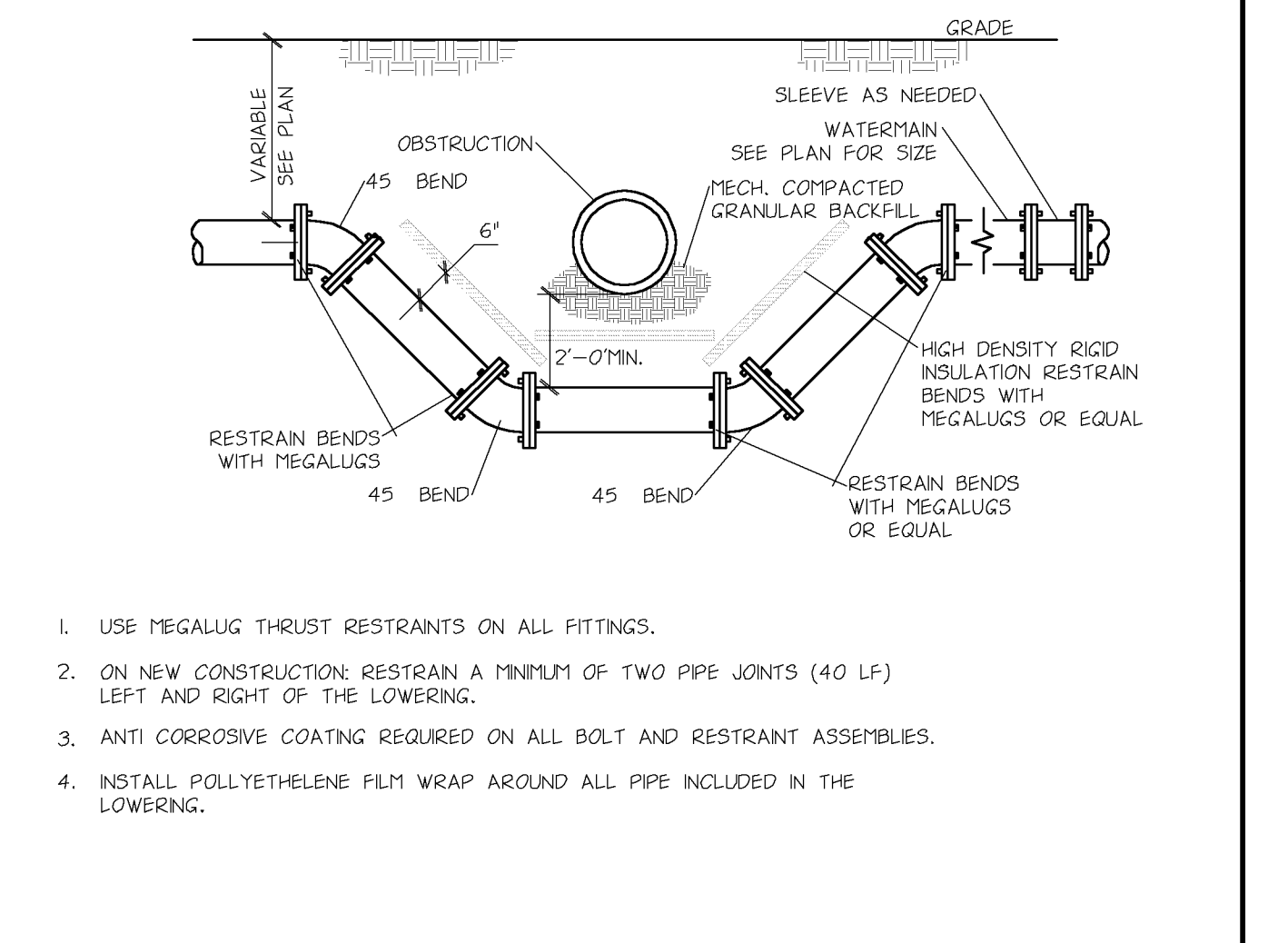
3 **SANITARY SEWER INSIDE DROP BOWL** NO SCALE



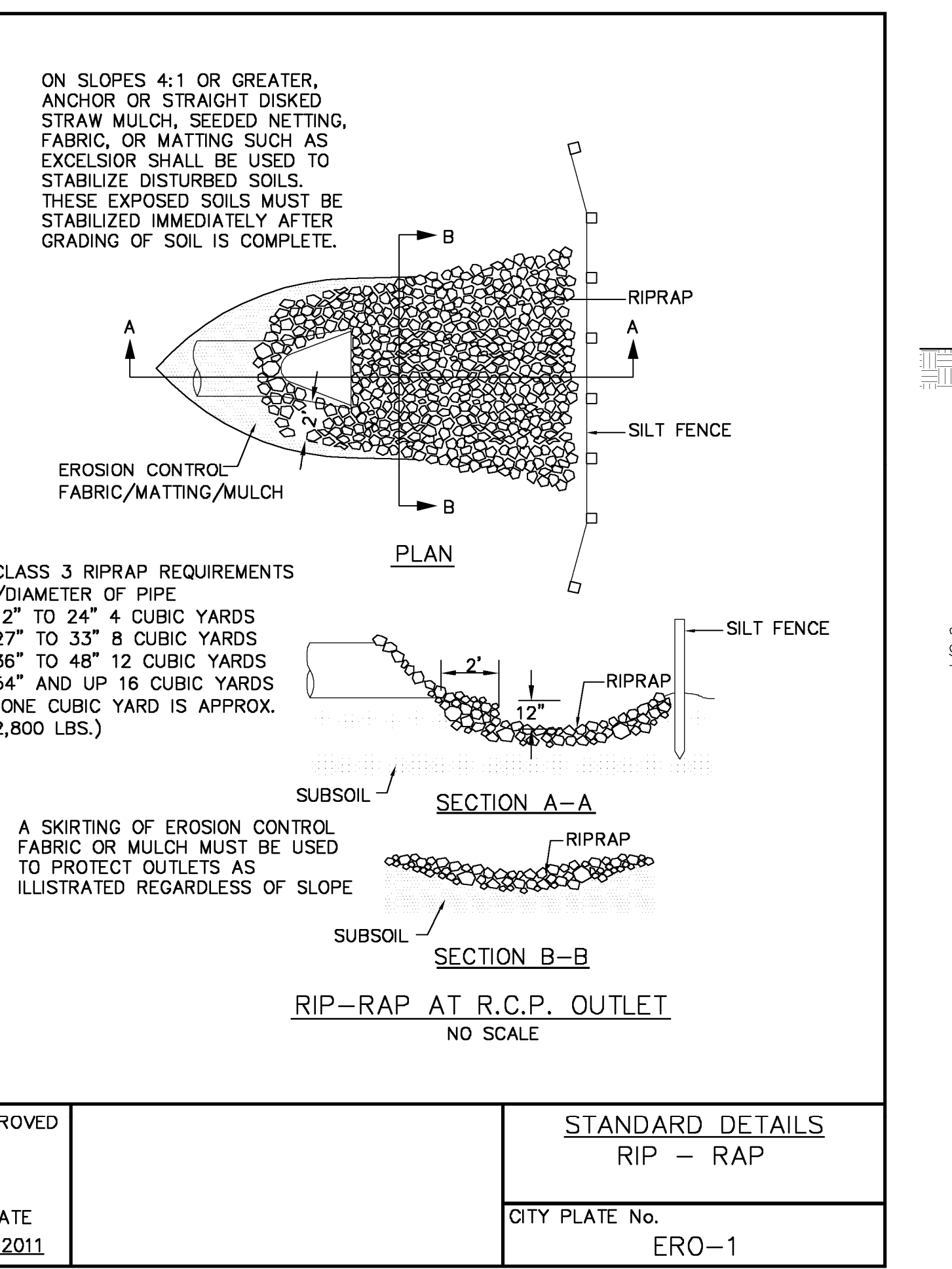
2 **SANITARY SEWER SERVICE** NO SCALE



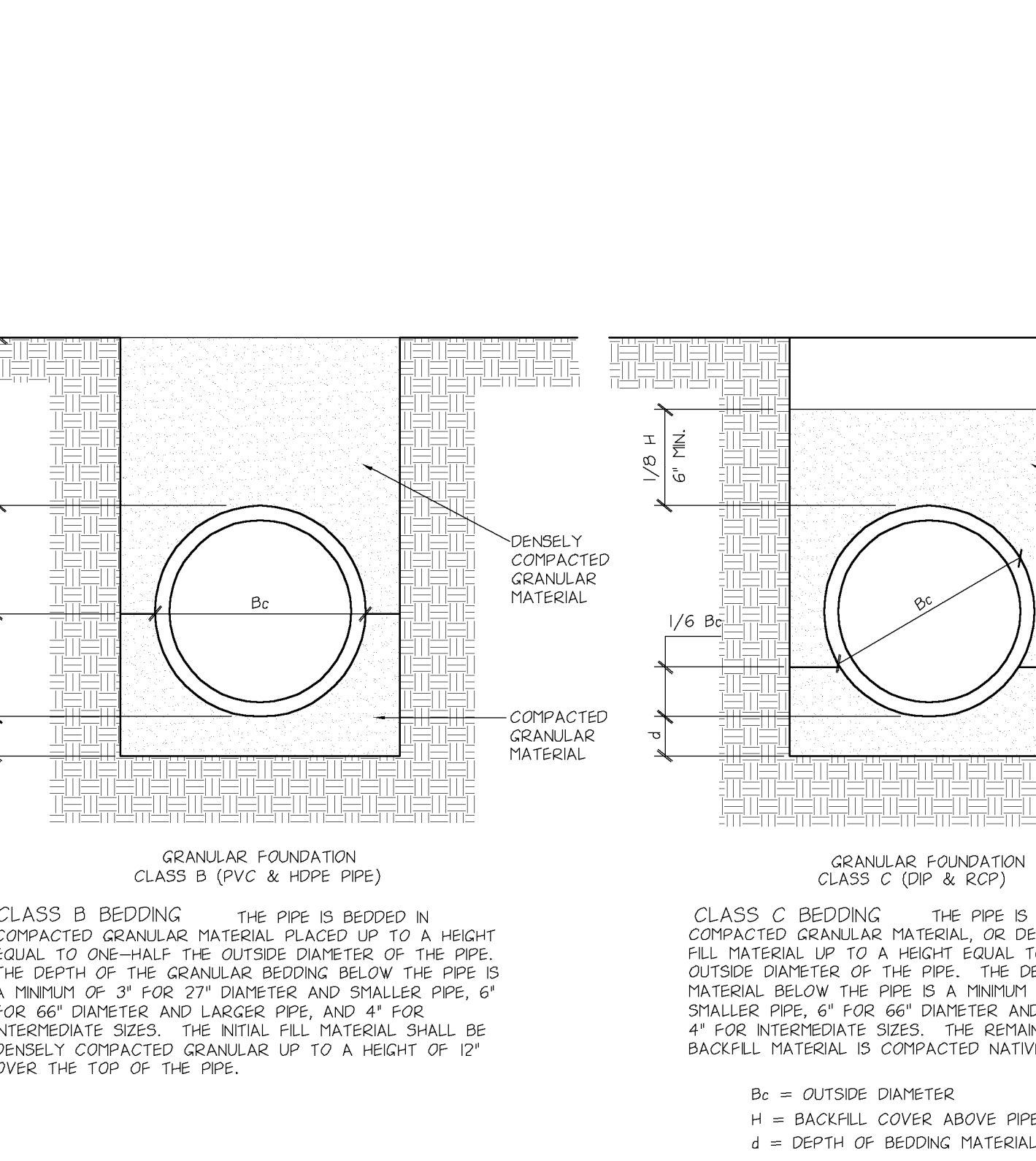
1 **WATERMAIN JOINT CONNECTION FOR CONDUCTIVITY** CITY OF RAMSEY NO SCALE



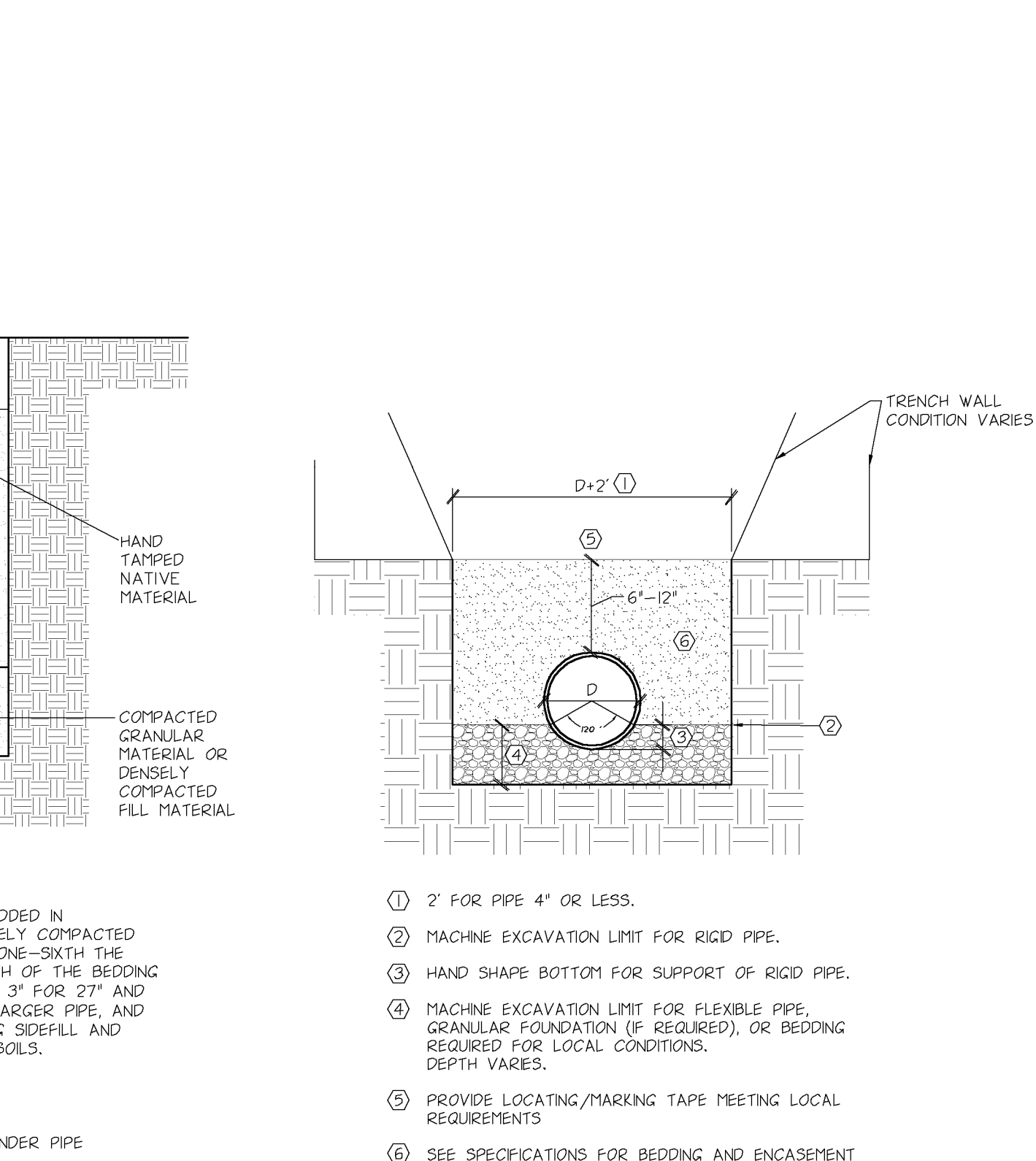
8 **WATERMAIN LOWERING W/ INSULATION** NO SCALE



7 **RIP-RAP** CITY OF RAMSEY NO SCALE



6 **PIPE BEDDING** NO SCALE



5 **SITE UTILITY TRENCHING** NO SCALE

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REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CNC

PROJECT MANAGER REVIEW

BY/REV	DATE
	04/03/2013

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

NOT FOR CONSTRUCTION

STAMP NO. 47165 DATE:

BID DOCUMENTS
APRIL 03, 2013

LANDFORM
From Site to Finish

105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME C703RAM025.DWG
PROJECT NO. RAM12025

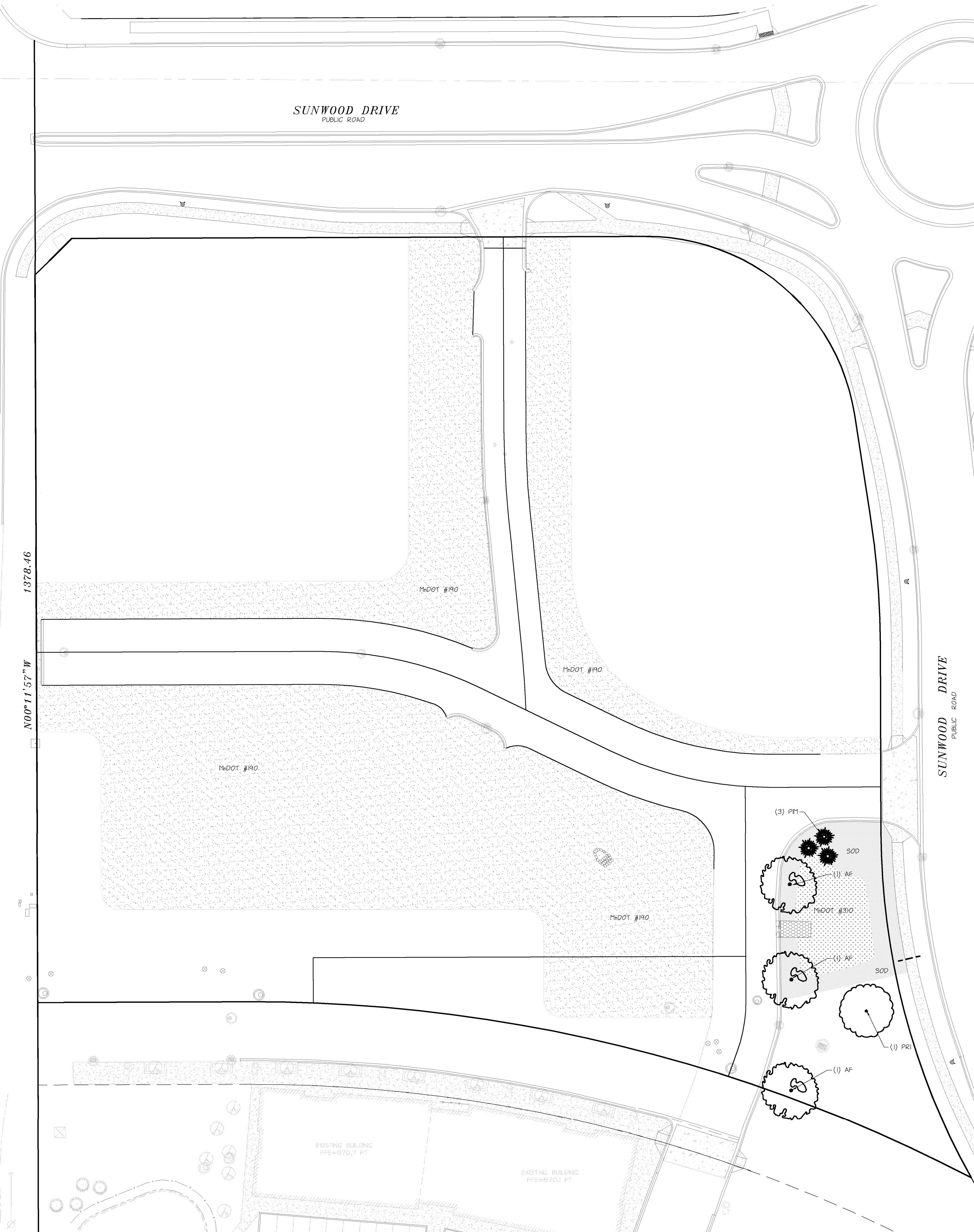
CIVIL CONSTRUCTION DETAILS
C7.3

COUNTY ROAD NO. 83 (ARMSTRONG BLVD.)
PUBLIC ROAD

1378.46
NOO 11' 57" W

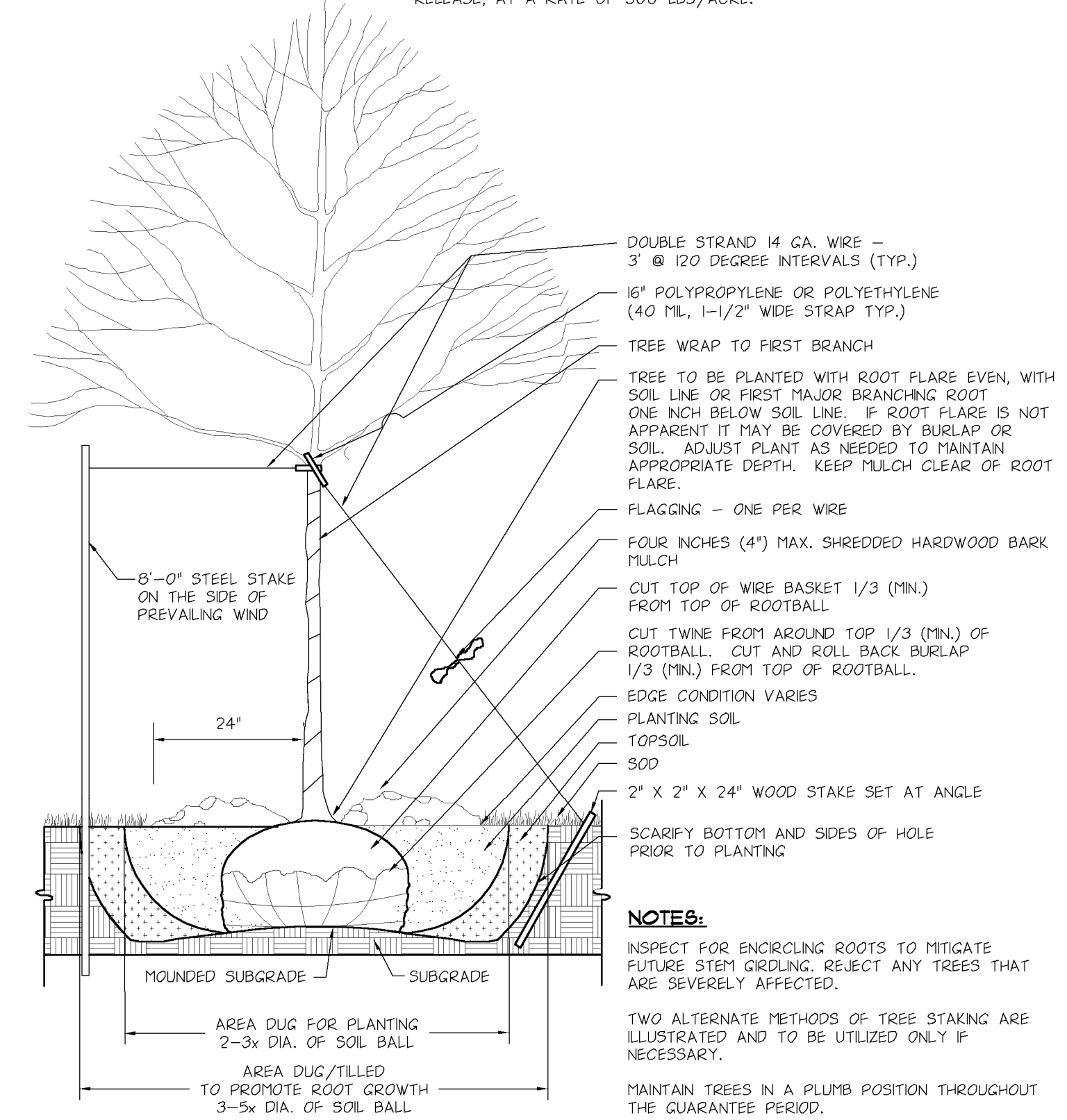
SUNWOOD DRIVE
PUBLIC ROAD

SUNWOOD DRIVE
PUBLIC ROAD



LANDSCAPE NOTES

- CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
- COORDINATE INSTALLATION WITH CONTRACTORS PERFORMING RELATED WORK.
- PLANT MATERIAL SHALL CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE OF HARDY STOCK, FREE FROM DISEASE, INFESTATION, DAMAGE, AND DISFIGURATION. FOR DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE SCHEDULE AND THE NUMBER SHOWN ON THE DRAWING, THE DRAWING SHALL GOVERN.
- PLANTING SOL SHALL CONSIST OF 4 PARTS TOPSOIL TO 1 PART PEAT HUMUS, WITH 3 POUNDS OF COMMERCIAL FERTILIZER ADDED PER CUBIC YARD.
- ON ALL AREA'S DELINEATED TO RECEIVE SOD, SPREAD A MINIMUM OF 6 INCHES OF TOPSOIL AND FINE GRADE AREAS PRIOR TO PLACING SOD.
- PLACE PLANTS ACCORDING TO LAYOUT WITH PROPER NOMINAL SPACING.
- SEE DETAILS FOR DEPTH OF PLANTING SOL.
- INSTALL A 4-FOOT DIAMETER SHREDDED HARDWOOD BARK MULCH DISH AROUND TREES NOT PLACED WITHIN A SHRUB OR PERENNIAL PLANTING BED, UNLESS NOTED OTHERWISE.
- TOPSOIL, SOD AND SEED MIX TO INCLUDE COMMERCIAL GRADE FERTILIZER. TURF AREA'S INCLUDING ALL MDOT #190 MIX SHALL INCLUDE MDOT FERTILIZER TYPE 1, AREAS OF MDOT #310 MIX SHALL INCLUDE MDOT FERTILIZER TYPE 3, (10-20-20) SLOW RELEASE, AT A RATE OF 300 LBS/ACRE.



1

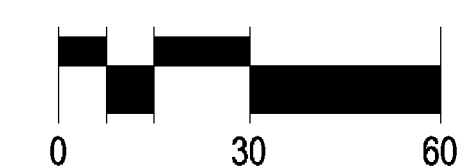
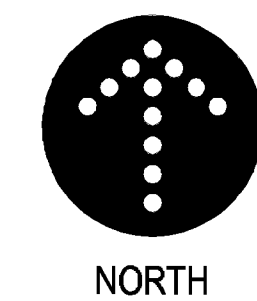
DECIDUOUS TREE PLANTING

NO SCALE

PRELIMINARY PLANT SCHEDULE

SYMBOL	QUANTITY	KEY	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	ROOT COND.	MATURE SIZE
DECIDUOUS TREES							
	1	PR1	PRINCETON ELM	ULMUS AMERICANA 'PRINCETON'	2.5" CAL.	B&B	80'H X 60'W
	3	AF	AUTUMN BLAZE MAPLE	ACER X FREMANII 'JEFFERESD'	2.5" CAL.	B&B	50'H X 40'W
CONIFEROUS TREES							
	3	PM	BLACK SPRUCE	PICEA MARIANA	6' HT.	B&B	50'H X 20'W

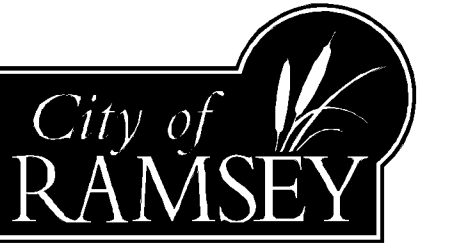
- SOD
- MDOT NATIVE PRAIRIE SEED MIX #310 @ RATE OF 82 LBS/ACRE
- MDOT SEED MIX 190 @ RATE OF 60 LBS/ACRE



DEVELOPER

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MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
INITIAL IMPROVEMENTS
RAMSEY, MINNESOTA**

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C73	CIVIL CONSTRUCTION DETAILS
L21	LANDSCAPE PLAN
L22	IRIGATION PLAN

REVISION HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CDC

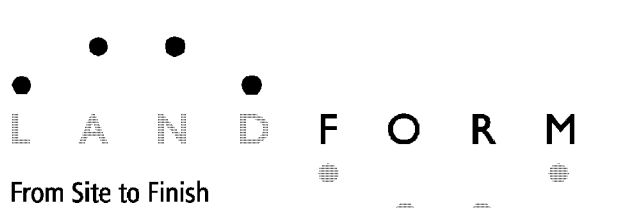
PROJECT MANAGER REVIEW

BY: [Signature] DATE: 04/03/2013

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
SITE: [Blank] DATE: [Blank]
Registration No: 47165

**BID DOCUMENTS
APRIL 03, 2013**



105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: L201RAM025.DWG
PROJECT NO.: RAM12025

LANDSCAPE PLAN

L2.1



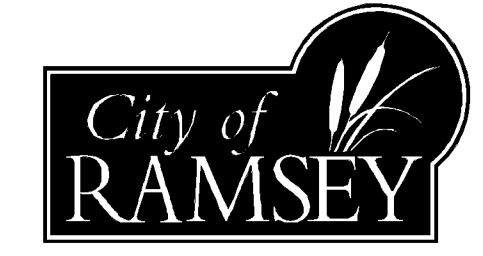
IRRIGATION NOTES

1. REVIEW AND COORDINATE WITH EXISTING SUNWOOD IRRIGATION SYSTEM. COORDINATE WITH CITY IRRIGATION STAFF ON LOCATION, CONTROLS AND SIZES. CONNECT INTO EXISTING CITY SYSTEM UNTIL OUTLOT B IS DEVELOPED.
2. HUNTER ROOT WATERING SYSTEM IS TO BE INSTALLED NEAR THE ROOTBALL OF THE TREE. THE ROOT WATERING SYSTEM IS TO INCLUDE THE BASIC ROOT WATERING SYSTEM WITH 1/2" SWING ARM, GRATE, SAND SOCK, AND MODIFICATION OF THE BUBBLER TO DRIP. MODIFICATION OF BUBBLER INCLUDES: REMOVING BUBBLER, RETROFIT A DRIP CONNECTION, MICRO VALVES (CONTROL WATER), MICROTUBING, AND DRIP EMITTERS. DRIP EMITTERS TO WATER ROOTBALL OF TREE. PLACE THREE DRIP EMITTERS IN TRIANGULAR SPACING. DRIP EMITTER FLOW TO BE GREATER THAN DRIFLINE AND IDENTIFIED AND APPROVED IN THE FIELD. INTENT OF SYSTEM IS TO PROVIDE WATER CONTROL OF THE TREE SEPARATE FROM THE DRIFLINE, WITH THE ABILITY TO SHUT OFF TREE EMITTERS WITHOUT IMPACTING DRIFLINE OPERATION. THE BASIC ROOT WATERING SYSTEM AND GRATE IS TO SERVE AS AN AIR RELIEF PIPE, THAT WILL ALLOW OBSERVATION OF THE WATER TABLE WITHIN THE PLANTING BED.
3. IRRIGATION SYSTEM IS DIAGNOSTIC. CONTRACTOR TO VERIFY AND DESIGN PER ACTUAL PRESSURE, PER LOCAL CODES, AND PER SITE REQUIREMENTS. FIELD VERIFY LOCATION OF COMPONENTS WITH ACTUAL CONDITIONS PRIOR TO INSTALLATION, ADJUST AS NEEDED FOR COMPLETE COVERAGE. SYSTEM TO INCLUDE ALL PLUMBING AND ELECTRICAL, INCLUDING CONDUIT, SLEEVING, AND WEATHER-PROOF ENCLOSURES. SYSTEM SHALL BE COMPLETE. CONTRACTOR TO PROVIDE SHOP DRAWINGS, DESIGN PRESSURE DESIGN CALCULATIONS, AND RELATED PRODUCT SHEETS FOR OWNER OR LANDSCAPE ARCHITECT APPROVAL. CONTRACTOR TO PROVIDE TWO "AS-BUILT" DRAWINGS OF IRRIGATION SYSTEM AT THE COMPLETION OF THE PROJECT. IRRIGATION PER PLANS ARE PART OF A LARGER SYSTEM, SEE PLANS FOR FURTHER INFORMATION. COORDINATE AND MODIFY IRRIGATION AS NEEDED TO INTEGRATE INTO PRIMARY SYSTEM.
4. ALL PIPE 1/2" OR GREATER SHALL BE SDR 26 CLASS 200 FOR MAINLINE AND CLASS 150 FOR LATERAL LINE PVC PIPE (DO NOT EXCEED 35 GPM FOR 1/2" AND 50 GPM FOR 3/4"). ALL PIPE 1/2" OR 1" SHALL BE 100 POLY PIPE AS INDICATED (DO NOT EXCEED 13 GPM FOR 1" AND 22 GPM FOR 1.25"). PIPE SIZE TO BE IDENTIFIED BY CONTRACTOR PER ZONE REQUIREMENTS. LOCATE IRRIGATION PIPE AWAY FROM PLANT MATERIAL.
5. ALL WIRING, BACKFLOW PREVENTOR, AND PLUMBING AS PER LOCAL CODE. WATER CONNECTION BY MECHANICAL AND UTILITY CONTRACTOR. VERIFY AND ADD BOOSTER PUMP AS REQUIRED.
6. ALL VALVES AND QUICK COUPLERS SHALL BE LOCATED IN VALVE BOXES SIZED FOR NORMAL MAINTENANCE, FLUSH WITH FINAL GRADE. PROVIDE (2) QUICK COUPLER KEYS AND HOSE SWIVELS.
7. THE IRRIGATION SYSTEM SHALL BE INSTALLED AS PER MANUFACTURER'S SPECIFICATION.
8. FIRST YEAR WINTERIZATION AND SPRING START UP OF SYSTEM SHALL BE PERFORMED BY IRRIGATION CONTRACTOR.
9. MINIMUM 4" PVC SCHEDULE 40 SLEEVING SHALL BE REQUIRED UNDER ALL WALKS AND ROADWAYS. PROVIDE 12" LENGTH OF #3 REBAR AT EACH TEMPORARILY SEALED END FOR FUTURE LOCATION. EXTEND SLEEVING AT LEAST 2 FEET BEYOND EDGE OF PAVEMENT. PROVIDE PVC STAND PIPE FOR LOCATING ENDS OF SLEEVING. PROVIDE TWO SIZES LARGER THAN PIPE SIZE. PROVIDE ADDITIONAL SLEEVING FOR WIRING, AS NEEDED.
10. BIDDING CONTRACTORS SHOULD BECOME THOROUGHLY FAMILIAR WITH ALL FACETS OF THE PROPOSED IRRIGATION SYSTEM. FAILURE TO CLARIFY MISUNDERSTANDINGS, OR INTENT OF THESE DRAWINGS AND SPECIFICATIONS BEFORE SUBMITTAL OF BID SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. THE IRRIGATION CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES AND SHALL TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB UTILITIES OR EXISTING CONDITIONS. CONTRACTOR SHALL REPAIR/RESTORE ANY DAMAGE INVOLVING IRRIGATION INSTALLATION.
12. SOME AREAS MAY REQUIRE RISER EXTENSIONS FOR SPRINKLERS OR A FIXED RISER WITH A SHRUB HEAD OR SHRUB ADAPTOR TO OBTAIN PROPER COVERAGE. LARGE ROTOR NOZZLES = #4-FULL, #3-3/4, #2-1/2, #1-1/4. SMALL ROTOR NOZZLES = #3-FULL, #2-3/4, #1-1/2, #075-1/4. ADJUST AS NEEDED. SPRAY HEADS IN TURF AREAS TO BE 6" POP-UPS AND IN LANDSCAPE BEDS TO BE 12" POP-UPS.
13. ALL DRIP VALVES, FILTERS, AND PRESSURE REGULATORS SHALL BE IN A VALVE BOX. DRIP LINE SHALL BE LOOPED WITH CROSS CONNECTORS (25' MAXIMUM SPACING), NO DEAD ENDS. LOCATE PER PLANT MATERIAL. PLACE EMITTERS AT EACH PLANT AND ON HIGH SIDE IN SLOPED CONDITIONS. USE BLANK TUBING IN SLEEVES OR IN AREAS WHERE THERE IS NO PLANT MATERIAL. PLACE AIR RELIEF VALVES AT HIGH POINT AND FLUSH VALVES AT ENDS OF ZONE. PROVIDE 3/4" VALVE FOR DRIP ZONES OF 13 GPM OR LESS. USE 1" VALVE FOR DRIP ZONES GREATER THAN 13 GPM. EACH DRIP ZONE SHALL HAVE AN OPERATION INDICATOR, LOCATED WITHIN THE PLANT MATERIAL FOR FILTERED VISIBILITY. VERIFY LOCATION WITH OWNER.
14. PROVIDE 1" VALVES FOR SPRAY AND ROTAR ZONES FOR 25 GPM OR LESS, AND 1.5" VALVE FOR ZONES GREATER THAN 26 GPM.
15. CONTRACTOR TO SCHEDULE AND PROGRAM CONTROLLER AND VALVES FOR APPROPRIATE LANDSCAPE WATER REQUIREMENTS. VERIFY WITH CITY AS TO TIME AND SPECIFIC REQUIREMENTS.

DEVELOPER

RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL: (763) 427-1410 - FAX: (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
INITIAL IMPROVEMENTS
RAMSEY, MINNESOTA**

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C12	CIVIL CONSTRUCTION DETAILS
C13	CIVIL CONSTRUCTION DETAILS
L01	LANDSCAPE PLAN
L02	IRRIGATION PLAN

REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
03 APR 2013	ISSUED FOR BID	CDC

PROJECT MANAGER REVIEW

BY	DATE
	04/03/2013

CERTIFICATION

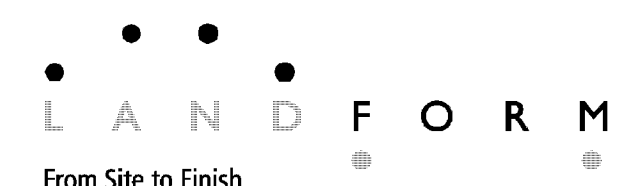
I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

NOT FOR CONSTRUCTION

DATE: 4/3/2013

IF THE SIGNATURE SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND PERMITTED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL COPIES.

**BID DOCUMENTS
APRIL 03, 2013**

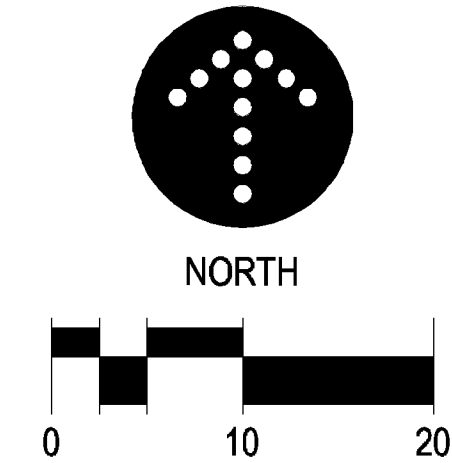


105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME L202RAM025.DWG
PROJECT NO. RAM12025

IRRIGATION PLAN

L2.2



ENGINEER'S ESTIMATE OF COSTS

Project COR TWO - Sunwood Retail
Ramsey, MN

ESTIMATED QUANTITIES (INITIALIMPROVEMENTS)

ITEM NUMBER	Description	Notes	Unit	UNIT PRICE	OUTLOTS B & C, BLOCK 1 (HRA)		LOT 1, BLOCK 1 (HRA)		LOT 2, BLOCK 1 (McDonalds)		LOT 3, BLOCK 1 (Super America)		TOTALS	
					ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST		
2021.501	MOBILIZATION		LUMP SUM	\$20,000.00	0.25	\$5,000.00	0.25	\$5,000.00	0.25	\$5,000.00	0.25	\$5,000.00	1.00	\$20,000.00
2101.501	CLEARING		ACRE	\$2,500.00	0.181	\$452.50	1.16	\$2,900.00	0.43	\$1,075.00	0.487	\$1,217.50	2.26	\$5,645.00
2105.501	COMMON EXCAVATION	P	LUMP SUM	\$16,000.00	0.25	\$4,000.00	0.25	\$4,000.00	0.25	\$4,000.00	0.25	\$4,000.00	1.00	\$16,000.00
2105.601	DEWATERING		LUMP SUM	\$10,000.00					0.50	\$5,000.00	0.50	\$5,000.00	1.00	\$10,000.00
2105.607	HAUL AND STOCKPILE EXCESS TOPSOIL		CU YD	\$6.00	20	\$117.00	91	\$546.00	95	\$571.20	69	\$414.00	274.70	\$1,648.20
2211.503	AGGREGATE BASE (CV) CLASS 5		CU YD	\$17.00	28.6	\$486.20	134	\$2,278.00	140	\$2,380.00	101	\$1,717.00	403.60	\$6,861.20
2360.501	BITUMINOUS WEARING COURSE MIX		TON	\$65.00			69.3	\$4,504.50	72.5	\$4,712.50	52.3	\$3,399.50	194.10	\$12,616.50
2360.502	BITUMINOUS NON WEAR COURSE MIX		TON	\$61.00			115.5	\$7,045.50	120.8	\$7,368.80	87.2	\$5,319.20	323.50	\$19,733.50
2503.541	STORM SEWER RC PIPE		LUMP SUM	\$17,800.00			0.347	\$6,176.60	0.342	\$6,087.60	0.311	\$5,535.80	1.00	\$17,800.00
2503.602	CONNECT TO EXISTING SANITARY SEWER		EACH	\$800.00					0.5	\$400.00	0.5	\$400.00	1.00	\$800.00
2503.602	CONNECT TO EXISTING STORM SEWER		EACH	\$500.00			0.333	\$166.50	0.333	\$166.50	0.333	\$166.50	1.00	\$499.50
2503.603	8" PVC PIPE SEWER		LIN FT	\$40.00					121	\$4,840.00	121	\$4,840.00	242.00	\$9,680.00
2503.603	6" PVC PIPE SEWER		LIN FT	\$38.00					48	\$1,824.00	20	\$760.00	68.00	\$2,584.00
	PVC STAND PIPE (OUTLET STRUCTURE)		LS	\$3,500.00					0.5	\$1,750.00	0.5	\$1,750.00	1.00	\$3,500.00
2504.601	IRRIGATION		LS	\$2,500.00	1	\$2,500.00							1.00	\$2,500.00
2504.601	IRRIGATION SLEEVE		LIN FT	\$13.00	20	\$260.00							20.00	\$260.00
2504.602	CONNECT TO EXISTING WATERMAIN		EACH	\$1,706.00					1	\$1,706.00	1	\$1,706.00	2.00	\$3,412.00
2504.602	INSTALL PVC PLUG		EACH	\$225.00			1	\$225.00	1	\$225.00	1	\$225.00	3.00	\$675.00
2504.602	6" GATE VALVE		EACH	\$1,371.00					1	\$1,371.00	1	\$1,371.00	2.00	\$2,742.00
2504.602	8" GATE VALVE		EACH	\$1,647.00					0.5	\$823.50	0.5	\$823.50	1.00	\$1,647.00
2504.603	6" DIP WATERMAIN CLASS 53		LIN FT	\$33.00					35	\$1,155.00	35	\$1,155.00	70.00	\$2,310.00
2504.603	8" DIP WATERMAIN CLASS 52		LIN FT	\$39.00					176	\$6,864.00	173	\$6,747.00	349.00	\$13,611.00
2504.608	DIP FITTINGS		LBS	\$3.75					190	\$712.50	190	\$712.50	380.00	\$1,425.00
2504.602	8" & 12" PVC PIPE PLUG		EACH	\$100.00			1	\$100.00	1	\$100.00	1	\$100.00	3.00	\$300.00
2506.501	CONST DRAINAGE STRUCTURES		LUMP SUM	\$14,000.00			0.347	\$4,858.00	0.342	\$4,788.00	0.311	\$4,354.00	1.00	\$14,000.00
2506.501	UNDERGROUND STORMWATER TREATMENT STRUCTURE (BID ALT)		EACH	\$39,000.00	0.0	\$1,053.00	0.401	\$15,639.00	0.476	\$18,564.00	0.096	\$3,744.00	1.00	\$39,000.00
2506.516	FURNISH & INSTALL CASTING ASSEMBLY (STORM SEWER)		LUMP SUM	\$5,600.00			0.347	\$1,943.20	0.342	\$1,915.20	0.311	\$1,741.60	1.00	\$5,600.00
2506.516	FURNISH & INSTALL CASTING ASSEMBLY (SANITARY SEWER)		LUMP SUM	\$2,400.00					1.5	\$3,600.00	1.5	\$3,600.00	3.00	\$7,200.00
2506.603	48" SANITARY MANHOLE		EACH	\$2,500.00					1.5	\$3,750.00	1.5	\$3,750.00	3.00	\$7,500.00
2506.603	48" EXCESS DEPTH MANHOLE		LIN FT	\$250.00					3.6	\$900.00	3.6	\$900.00	7.20	\$1,800.00
2531.501	CONCRETE CURB & GUTTER DESIGN B612		LIN FT	\$18.00	9	\$162.00	60	\$1,080.00	233	\$4,194.00			302.00	\$5,436.00
2571.502	DECIDUOUS TREE - 2.5" CAL. B&B		EACH	\$500.00	4	\$2,000.00							4.00	\$2,000.00
2571.502	CONIFEROUS TREE		EACH	\$350.00	3	\$1,050.00							3.00	\$1,050.00
2573.502	SILT FENCE, TYPE MACHINE SLICED		LUMP SUM	\$2,065.00	0.25	\$516.25	0.250	\$516.25	0.250	\$516.25	0.25	\$516.25	1.00	\$2,065.00
2573.530	STORM DRAIN INLET PROTECTION		LUMP SUM	\$875.00			0.347	\$303.63	0.342	\$299.25	0.311	\$272.13	1.00	\$875.00
2573.602	ROCK CONSTRUCTION ENTRANCE		EACH	\$1,500.00	0.5	\$750.00	0.5	\$750.00	0.5	\$750.00	0.5	\$750.00	2.00	\$3,000.00
2575.502	SEED MIXTURE 190		LBS	\$1.72			51	\$87.72	15.5	\$26.66	21	\$36.12	87.50	\$150.50
2575.505	SEED MIXTURE 310		LBS	\$3.25	10	\$32.50							10.00	\$32.50
2582.502	4" SOLID LINE, WHITE PAINT		LIN FT	\$0.23			105	\$24.15	105	\$24.15	105	\$24.15	315.00	\$72.45
TOTAL						\$18,379.45		\$58,144.05		\$97,460.11		\$72,047.75		\$246,031.35

Note: Items in Red are costs associated with improvements to Lot 4, Block 1, but will be paid by developer (HRA)

Note: Items highlighted in Blue are Bid Alternate Items

Overall Cost Estimate
Project: COR TWO Initial Improvements
Ramsey, MN



	HRA (OUTLOT B & C, BLOCK 1)	HRA (COSTS ASSOC, W/ LOT 2, BLOCK 1)	HRA (LOT 1, BLOCK 1)	McDONALDS (LOT 2, BLOCK 1)	SUPERAMERICA (LOT 3, BLOCK 1)	
Item						Total Price
Mobilization	\$5,000.00	-	\$5,000.00	\$5,000.00	\$5,000.00	\$20,000.00
Clearing & Erosion Control	\$1,718.75	-	\$4,469.88	\$2,640.50	\$2,755.88	\$11,585.00
Grading / Earthwork	\$4,117.00	-	\$4,546.00	\$4,571.20	\$4,414.00	\$17,648.20
Bituminous Pavement w/ Aggregate Base	\$486.20	-	\$13,828.00	\$14,461.30	\$10,435.70	\$39,211.20
Curb & Gutter	\$162.00	-	\$1,080.00	\$4,194.00	\$0.00	\$5,436.00
Storm Sewer (including Stormwater Treatment)	\$1,053.00	\$33,271.30	\$28,783.30	\$0.00	\$17,291.90	\$80,399.50
Sanitary Sewer (including Dewatering)	\$0.00	\$20,639.00	\$325.00	\$0.00	\$19,575.00	\$40,539.00
Watermain	\$0.00	\$12,632.00	\$0.00	\$0.00	\$12,515.00	\$25,147.00
Landscaping (Tree's, Seed, Irrigation)	\$5,842.50	-	\$87.72	\$26.66	\$36.12	\$5,993.00
Signage / Striping	\$0.00		\$24.15	\$24.15	\$24.15	\$72.45
	\$18,379.45	\$66,542.30	\$58,119.90	\$30,893.66	\$72,023.60	\$246,031.35
					10% Contingency:	\$24,603.14
					Subtotal	\$270,634.49
					20% Indirect Costs	\$56,833.24
					Grand Total	\$327,467.73

Note: Items in Red are costs associated with improvements to Lot 4, Block 1

	HRA (Outlot B & C IMPROVEMENTS) & (UTILITIES ON LOT 2)	HRA (LOT 1, BLOCK 1)	McDONALDS (LOT 2, BLOCK 1)	SUPERAMERICA (LOT 3, BLOCK 1)		CURRENT ENGINEERS ESTIMATE
Item					Total Price	Total Price
Sitework/ Grading / Lighting / Landscape/ Misc.	30.16%	25.55%	22.18%	22.12%	100.00%	\$55,298.65
Storm Sewer	42.69%	35.80%	0.00%	21.51%	100.00%	\$80,399.50
Watermain / Sanitary Sewer	50.65%	0.49%	0.00%	48.85%	100.00%	\$65,686.00
Paving / Curb	1.45%	33.39%	41.78%	23.37%	100.00%	\$44,647.20

City, State: Ramsey, MN
Address: Sunwood Drive
L/C: 022-0575

REAL ESTATE CONTRACT

This Real Estate Contract ("**Contract**") dated 12/19, 2012, is between **The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota**, a public body corporate and politic under the laws of the State of Minnesota ("**Seller**"), and **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Purchaser**"). For service of notices under this Contract, see Article 10.

1. **Conveyance:** Seller agrees to sell and convey to Purchaser (or Purchaser's nominee), and Purchaser agrees to purchase from Seller, the real estate located in Ramsey, County of Anoka, State of Minnesota, having a frontage of not less than 250 feet on Sunwood Drive, containing not less than 57,500 square feet (not including roads or public rights-of-way), more particularly described on Exhibit A, together with all easement rights and appurtenances, all buildings and improvements now located on the property, and all of Seller's rights, title and interest in all public ways adjoining the property (with the land, collectively called "**Premises**"). If Purchaser has the Premises surveyed in accordance with the certified survey provided for in Article 6A(4), then, at Purchaser's option, the parties will execute an amendment by which the survey description will be substituted for the Exhibit A description at any time hereafter, if necessary, and provided that such survey legal description is the same as the plat legal description to be recorded prior to closing.

2. **Price:** The purchase price is \$470,000.00.

3. **Deed and Other Documents:** Seller will convey insurable title to the Premises by quitclaim deed, subject only to title and survey matters approved by Purchaser in writing pursuant to the terms set forth in Article 5 of this Contract. Seller will also cause to be delivered to Purchaser, at closing, two restrictive covenants in recordable form, restricting those portions of Seller's other property located adjacent to the Premises and as depicted as Areas 1, 2 and 3 on Exhibit C, in substantially the same form and substance as those restrictive covenants attached to this Contract as Exhibit C-1 and Exhibit C-2. Specifically, the restrictive covenant attached as Exhibit C-1 will be recorded against Area 2 as shown on Exhibit C, and the restrictive covenant attached as Exhibit C-2 will be recorded against Areas 1 and 3 as shown on Exhibit C. Seller acknowledges that this restriction commences and will be recorded upon the earlier of (a) closing or (b) the closing of Seller's sale of that property labeled "Area 2" on Exhibit C to M&W Holding Company, LLC, a Minnesota limited liability company ("M&W Holding Company, LLC"), its member, Jeffrey Wise, or any subsidiary or affiliate of M&W Holding Company, LLC in which the majority interest is held by Jeffrey Wise or M&W Holdings, LLC. Notwithstanding the foregoing, if M&W Holding Company, LLC, its member, Jeffrey Wise, or any subsidiary or affiliate of M&W Holding Company, LLC in which the majority interest is held by Jeffrey Wise or M&W Holdings, LLC, do(es) not close on said property prior to January 1, 2014, or if Seller sells said property to any party other than M&W Holding Company, LLC, its member, Jeffrey Wise, or any subsidiary or affiliate of M&W Holding Company, LLC, in which the majority

interest is held by Jeffrey Wise or M&W Holdings, LLC, the restrictive covenant described in Exhibit C-2 will apply to and be recorded against Areas 1, 2 and 3, and the restrictive covenant attached as Exhibit C-1 will not be recorded or used in any capacity. Seller agrees to execute and deliver to Purchaser any other affidavit, statement or other document normally required by the Title Company (hereafter defined) as a condition for the issuance of the title insurance policy or for the escrow closing provided for below.

4. **Earnest Money:** Purchaser will deposit with the Title Company, as escrowee, within 30 days after the date of final execution of this Contract, \$5,000.00, as earnest money, to be credited against the purchase price at closing. If Purchaser defaults under this Contract and fails to cure the default within 10 days after receipt of notice from Seller, then, upon demand of Seller, the earnest money will be forfeited as liquidated damages, and not as a penalty; and this Contract will become null and void. If this Contract is terminated for any reason other than Purchaser's default, the earnest money will be returned to Purchaser.

5. **Title Insurance:** Purchaser, at Purchaser's sole cost and expense, will order a title commitment of the Premises for a 2006 ALTA owner's policy, with extended coverage, or a comparable form, from Chicago Title Insurance Company ("**Title Company**") in the amount of the purchase price, covering the date of this Contract. Upon final execution of this Contract, Seller will deliver to Purchaser any prior title evidence Seller may have, such as a current abstract or title policy, to expedite further examination of title. If the report on title, binder or commitment (the "**Title Commitment**") discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing by Seller), Purchaser will have 120 days after the opening of escrow to review the Title Commitment and and/or any survey obtained by Purchaser and to deliver to Seller, in writing, any objections that Purchaser may have to such defects described in the Title Commitment and/or survey (including in such notice a copy of the title commitment and survey, which Seller may rely upon at Seller's sole risk) ("**Purchaser's Notice of Objections**"). Seller will deliver to Purchaser, within 5 business days after Seller's receipt of Purchaser's Notice of Objections, a written notice ("**Seller's Response**") responding to each of Purchaser's objections and identifying any of such objections that Seller agrees to cure prior to closing. After receiving Seller's Response, Purchaser may, prior to the expiration of the Contingency Period (as defined hereafter), either (i) waive any objections that Seller has not committed to cure or (ii) terminate this Contract by written notice delivered to Seller at which time Purchaser will immediately be entitled to a refund of the earnest money.

Seller will have no obligation to cure any of Purchaser's objections. However, if Purchaser exercises option (i) above, Seller's commitment in Seller's Response to cure any such objections will then constitute a covenant on the part of Seller under this Contract to complete such cure prior to closing, and Purchaser will have the right to order an updated title commitment at any time. If such defects are not cured or removed prior to closing, Purchaser may, at Purchaser's sole option, either (i) take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount by giving notice of such election to Seller and tendering performance on Purchaser's part or (ii) terminate this Contract by written notice delivered to Seller at which time Purchaser will immediately be entitled to a refund of the earnest money. Notwithstanding the foregoing, if new title or survey defects are revealed by Purchaser's updated Title Commitment, whether before or after Purchaser may have waived any defects disclosed in the original Title Commitment, Purchaser

will have the right to object to such new defects in the manner described above, except Purchaser will send Purchaser's Notice of Objections to Seller within 3 business days after discovery of the new title defects, and Seller will have 3 business days to provide Seller's Response. Purchaser will then have 3 business days to either (i) take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount by giving notice of such election to Seller and tendering performance on Purchaser's part or (ii) terminate this Contract by written notice delivered to Seller at which time Purchaser will immediately be entitled to a refund of the earnest money.

6. **Conditions Precedent:**

A. **Contingency Period:** If Purchaser is unable to satisfy the contingencies and/or conditions precedent of this Contract within 170 days after the opening of the escrow ("**Contingency Period**"), or if the soil tests, Phase I ESA (hereafter defined) or Phase II ESA, if applicable, title, survey, permits, or any other matters do not meet with Purchaser's approval or if they disclose matters that make the Premises unsuitable for the purposes stated in this Contract, Purchaser or Seller may, at any time after the expiration of the Contingency Period, terminate this Contract, the money and documents deposited in escrow will be returned to the party depositing them and this Contract will terminate and be of no further force and effect.

If Seller elects to terminate this Contract after the expiration of the Contingency Period, Purchaser will have 10 days after receiving Seller's termination notice to waive, in writing, the contingencies and/or conditions precedent and agree to close this Contract. If Purchaser waives the contingencies and/or conditions precedent, the closing must then take place within 14 days from the date of such waiver. If Purchaser does not waive the contingencies and/or conditions precedent, this Contract will terminate and be of no further force or effect 10 days after Purchaser's receipt of Seller's notice.

Purchaser and Seller covenant to act in good faith and use due diligence to satisfy all contingencies and/or conditions for which they are responsible, and neither party will have the right to terminate this Contract unless they have so performed.

This Contract is subject to the following contingencies and/or conditions precedent:

1. **Permits:** Purchaser obtaining, after expiration of all applicable appeal periods, all permits, variances, special use permits, licenses, permissions, approvals or other authorizations (collectively called "**Permits**") necessary for the construction and operation of a McDonald's restaurant, including Purchaser's signs and special service windows, and playland or PlayPlace and Purchaser's ability to operate 24 hours a day / 7 days a week (all at Purchaser's option), built according to Purchaser's plans and specifications, including, without limitation, curb cuts in connection with the facility deemed necessary or desirable by Purchaser. Seller agrees to execute any necessary documents, make appearances and do other things as Purchaser may reasonably request, at no cost or liability to Seller.

2. **Zoning:** Seller will, if necessary, use best efforts to obtain, or, where appropriate, assist Purchaser in obtaining the approval of all public and governmental authorities as to all matters relating to zoning, subdivision, lot splits, lot ties, replats or similar requirements for use of the Premises as a McDonald's restaurant in accordance with

Purchaser's plans and specifications as will permit Purchaser to obtain all necessary permits, licenses and approvals referred to above. Seller agrees to pay the expense of application and engineering and any other incidental costs relating to such approval or the recordation of a final parcel map or plat. Seller further agrees to dedicate or grant any easements for public ways and to diligently perform and pay for any improvements located off the Premises to the extent required by the Declarations (as defined in the Article 6A(13)). Purchaser will pay its proportionate share for such improvements, if any and if required by the Declarations.

3. **Utilities:** Purchaser confirming all water and gas mains, electric power lines, telephone, cable/DSL and/or internet lines, sanitary and storm sewer lines are located in the public right-of-way and at the property line of the Premises and are available and adequate for Purchaser's intended use. Seller agrees to extend sanitary and storm sewer lines and water mains to the Premises meeting Purchaser's specifications within 60 days from the date of closing, but in no event prior to May 15, 2013. Purchaser will, upon written request from Seller, promptly reimburse Seller for any and all impact, tap and connection fees associated with such utilities if paid by Seller. If any other utility lines are not available or not adequate, in Purchaser's sole discretion, for Purchaser's intended use, or if Purchaser decides, in Purchaser's sole discretion, that it is unwilling to expend any costs associated with extending such utilities to the Premises, then Purchaser may terminate this Contract, in which event this Contract will be null and void and of no further force and effect.

4. **Survey:** Purchaser obtaining a certified topographical survey, in accordance with Purchaser's standards, to be performed by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys on all sides, the topography, the location of all available utilities in adjoining streets, alleys or property, the location of all improvements and encroachments, the location of all recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable, in Purchaser's sole judgment, for the purposes stated in this Contract. If Purchaser elects to terminate due to Seller's default under this Contract, Seller will reimburse Purchaser for the cost of the survey within 30 days after written request.

5. **Soil Tests:** Purchaser obtaining boring, percolation, environmental and other soil or groundwater tests (the "Tests") describing the physical characteristics of the substrata of the Premises and showing that the soil and ground water are not contaminated with hazardous substances as defined or regulated under any federal, state or local laws relating to health, safety or the environment ("**Environmental Law**"), and that the Premises are satisfactory, in Purchaser's sole judgment, for the purposes stated in this Contract. All Tests will be performed between the hours of 8:00am and 5:00pm. Purchaser will provide written notice to Seller prior to entering the Premises to perform any Tests, which notice will include (i) a description of the type of testing to be performed; (ii) the date Purchaser plans to conduct the Tests and (iii) the identity of the contractor who will be performing the Test(s), and Purchaser will use good faith efforts to send such notice to Seller as many days as is reasonable possible prior to the planned date of the performance of the Tests.

6. **Phase I and II Environmental Site Assessments:** Purchaser may, at Purchaser's expense, obtain a written Phase I Environmental Site Assessment ("**ESA**") of the Premises conducted in accordance and compliance with the ASTM E1527-05 and 40 C.F.R. Part 312, et seq., standards and regulations for conducting Phase I ESAs ("**ESA Standards**

and Regulations"). The environmental professional, qualified to conduct an ESA in accordance with the ESA Standards and Regulations ("**Environmental Professional**") chosen by and acceptable to Purchaser will conduct the ESA.

If the Phase I ESA or any other soil tests identify any recognized environmental conditions, indicate that any hazardous substances are located on the Premises or recommend further Phase II environmental testing, Purchaser may, at Purchaser's option: (a) terminate this Contract and declare this Contract of no further force and effect; or (b) order, at Purchaser's expense, a written Phase II ESA to be undertaken as recommended by the Phase I ESA. If the written Phase II ESA is unacceptable to Purchaser, in Purchaser's sole judgment, Purchaser may, at Purchaser's option: (a) terminate this Contract and declare this Contract of no further force and effect; or (b) direct Seller, and Seller covenants, to remediate, remove and dispose of any environmental condition identified in the Phase II ESA that is a "Recognized Environmental Condition" as defined in ASTM E1527, for which remediation, removal and/or disposal is required by Environmental Law, to the extent required by the Minnesota Pollution Control Agency, with all costs and expense of any investigation, remediation, removal or disposal of hazardous substances, as required by Environmental Law, at the Premises to be paid by Seller, all of which must be completed within a timeframe acceptable to Purchaser. Seller indemnifies and holds Purchaser harmless and will defend Purchaser from and against any liability, obligation, damage, cost, expense, fines and penalties, including attorney's fees and costs, resulting directly or indirectly from the presence, removal or disposal of any hazardous substances at the Premises, which indemnity obligation will survive closing or termination of this Contract for a period of one year from the date of final execution of this Contract.

7. **Access:** Purchaser obtaining access to public thoroughfare(s) adequate, in Purchaser's sole judgment, for Purchaser's intended use of the Premises.

8. **Off-Site Costs:** Purchaser determining that Purchaser's off-site and extraordinary costs will not exceed \$10,000.00. "**Off-site and extraordinary costs**" will be defined as all costs and expenses other than construction costs for Purchaser's standard building and site improvements. Off-site and extraordinary costs include, but are not limited to: contaminated soil and ground water removal or remediation; costs to extend utility lines to the site; costs to construct off-site drainage or sewage treatment facilities; permit fees; impact fees; legal fees; expert and consulting fees for non-employees; costs and expenses for easements and additional property used in conjunction with the Premises; and costs or expenses related to roadways or the surrounding public rights-of-way. However, the parties' respective obligations to provide or pay for any of the above items may be stipulated elsewhere in this Contract.

9. **Intentionally Deleted.**

10. **Easements and Approvals:** Purchaser obtaining any and all necessary (in Purchaser's sole and absolute discretion) of the following: (i) perpetual, insurable easements and/or easement agreements in recordable form and (ii) approvals and/or amendments and/or consents and/or waivers from Seller or any third parties (including but not limited to non-disturbance agreements) necessary by any recorded or non-recorded documents in order for Purchaser to construct and operate Purchaser's desired improvements or in order to avoid any

interference with the rights, duties and obligations contemplated by this Contract. All of the foregoing (i) and (ii) must be acceptable to Purchaser in Purchaser's sole and absolute discretion at no additional cost to Purchaser and Purchaser will have the right to review all recordable documents prior to their recordation.

11. **Access Drives:** Purchaser determining that the access roads as legally described and depicted upon Exhibit B (the "Private Access Roads"), are fully constructed and operational, and provide adequate access for Purchaser's intended use of the Premises. Purchaser and Seller acknowledge that certain third parties will be responsible for construction of the Private Access Roads. Purchaser acknowledges and agrees to reimburse the constructing parties (or Seller, if Seller has paid Purchaser's share prior to closing) for Purchaser's pro rata share of the cost of constructing the roads, pursuant to a separate agreement. Notwithstanding the foregoing, if the Private Access Roads are not completed or are not constructed in a manner acceptable to Purchaser, in Purchaser's sole discretion, Purchaser may either (i) terminate this Contract, in which event Purchaser will not be responsible for any costs or expenses associated with the Private Access Roads or (ii) proceed to closing and complete or re-construct the Private Access Roads in a manner acceptable to Purchaser, pursuant to the terms of Article 5 of the Seller's Work Rider.

12. **Signage:** Purchaser determining, in Purchaser's sole discretion, that it will be able to obtain adequate signage for its intended development, through recorded agreements or otherwise. Notwithstanding the foregoing, Purchaser and Seller agree that Purchaser is entitled to the following signage: (i) one (1) 4' x 4' panel on the "Project Entry Sign" as shown on Exhibit D-1; (ii) one (1) 6' x 8' panel on the "Project Gateway Sign" as shown on Exhibit D-2; (iii) one panel on the east side of the "Community Pylon" as shown on Exhibit D-3 and (iv) Seller and Purchaser agree that Purchaser has the right to construct a temporary pylon sign at the corner of Highway 10 and Armstrong as shown on Exhibit D-4, and that the costs of such temporary pylon sign will be distributed amongst Purchaser, Seller and any relevant third parties in a manner that is mutually acceptable to Purchaser and Seller. Seller further agrees to use commercially reasonable efforts to obtain all necessary permits, approvals and/or easements to construct a permanent pylon sign at or near the aforementioned location when the Armstrong/Highway 10 interchange construction is complete. To the extent Seller undertakes to construct such pylon sign, Seller agrees that Purchaser will be granted at least one panel on the permanent pylon sign, and Purchaser and Seller further agree that the costs associated with such permanent pylon sign, should one eventually be constructed, will be distributed amongst Purchaser, Seller and any relevant third parties in a manner that is mutually acceptable to Purchaser, Seller and such relevant third parties. Nothing herein will preclude Seller from constructing such sign and providing panels thereon to third parties if Seller, Purchaser and relevant third parties cannot come to agreement as to the location of the sign, Purchaser's panel thereon and the distribution of the costs related thereto.

13. **Declaration(s):** Seller has informed Purchaser, and Purchaser has acknowledged that the Premises is or may be encumbered by one or more Declarations, including but not limited to that certain Agreement and Declaration of Easements, Covenants and Restrictions for COR TWO dated _____, recorded _____, that certain Declaration of Signage and Related Electrical Line Easements, dated _____, 2012, recorded _____, 2012, and that certain Agreement Relating to the Plat of COR TWO,

dated _____, 2012, recorded _____, 2012 (collectively, the "Declarations").

Notwithstanding anything contained in this Contract to the contrary, Purchaser will have the right to review the Declarations during the time period set forth in Article 5 to assure that the terms and provisions of the Declarations are acceptable to Purchaser, and that the Declarations are not in conflict with the business or legal parameters of this Contract or Purchaser's intended use of the Premises. Seller acknowledges that Purchaser may request certain modifications and/or amendments to the Declarations that Purchaser deems necessary or desirable, in Purchaser's sole opinion, for Purchaser's intended construction and operation of Purchaser's improvements on the Premises and Purchaser's intended use of the Premises (the "**Requested Declaration Amendment(s)**"), and Seller agrees to take all commercially reasonable steps necessary to obtain the Requested Declaration Amendment(s). If the terms of the Declarations are not acceptable to Purchaser, in Purchaser's sole opinion, and/or if Seller is unable to obtain the Requested Declaration Amendment(s), Purchaser may, at its option, terminate this Contract and declare this Contract null and void and of no further force and effect.

B. **Access:** Seller grants to Purchaser, Purchaser's agents and contractors, the right to enter upon the Premises to make the Tests (as defined in Article 6A(5)), surveys, and environmental assessments. In the event that Purchaser's entry upon the Premises disturbs any portion of the Premises, Purchaser agrees to restore the Premises to substantially its prior condition. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all losses, damages, causes of action, claims, liabilities, cost and expenses (including reasonable attorneys' fees and court costs), suffered or incurred by Seller as a result of, directly or indirectly, the conduct of the Tests, surveys and/or environmental assessments or the entry upon the Premises by Purchaser, its agents, contractors, employees, licensees and invitees, which indemnity obligation will survive closing or termination of this Contract for a period of one year from the date of final execution of this Contract. The foregoing will not include, however, any cost, expense, claim or liability arising out of or in any way related to contaminated soil, asbestos or other environmental hazards discovered by the Tests or environmental assessments, or for any pre-existing physical conditions upon the Premises, to the extent that Purchaser did not create or exacerbate such conditions.

7. **Possession and Demolition:**

A. **Possession:** Seller covenants to deliver sole and actual possession of the Premises to Purchaser, free and clear of all tenancies and parties in possession on the date title passes to Purchaser, subject to the easements contemplated in this Contract.

B. **Demolition:** Seller further covenants to demolish and remove from the Premises all signs, encroachments and existing improvements, including foundations and underground tanks, if any, within 10 days after Purchaser notifies Seller that all contingencies and/or conditions precedent have been satisfied or waived. This provision is a contingency of this Contract.

C. **As-Is:** Purchaser acknowledges that except for any obligations or express warranties and representations contained in this Contract or any instrument, document or agreement to be delivered to Purchaser at Closing, Purchaser is not relying on any written, oral, implied or other

representations, statements or warranties by Seller or any agent of Seller or any real estate broker or salesman. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Except as expressly set forth herein, Seller will have no liability to Purchaser, and Purchaser hereby releases Seller from any liability (including, but not limited to, contractual and/or statutory actions for contribution or indemnity), for, concerning or regarding (i) the nature and condition of the Premises, including, but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Premises with any laws, rules, ordinances or regulations of any government or other body. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS, WHETHER IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER AFFECTING THE PREMISES, INCLUDING BUT NOT LIMITED TO: (i) THE CONDITION, SUITABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS OF THE PREMISES FOR PURCHASER'S PLANNED USE OF THE PREMISES; (ii) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES (PUBLIC OR PRIVATE); AND (iii) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE IN, ON, OR ABOUT THE PREMISES. PURCHASER ACKNOWLEDGES THAT THE PREMISES IS BEING SOLD "AS IS". THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE CLOSING HEREUNDER.

8. **Escrow:** This sale will be closed in escrow with the Title Company, under a deed and money escrow agreement conforming with this Contract, within 14 days after all contingencies and/or conditions and provisions of this Contract have been satisfied or waived by Purchaser and the Title Company is prepared to issue its final owner's policy, subject only to the approved title matters. Prior to closing, Seller will submit to Purchaser for approval a copy of the required deed and copies of the restrictive covenants described in Article 3. The submission and approval of these documents is a contingency of this Contract.

Seller and Purchaser agree that because Seller is a government entity exempt from the payment of real estate taxes, there will be no current or outstanding real estate taxes prior to closing. Notwithstanding the foregoing, if there are any outstanding real estate taxes or special assessments due and payable on or before closing, Seller will be responsible for those costs.

If the Premises is part of a larger parcel and is not separately assessed as of the date of closing, Purchaser's prorata share will be calculated in the following manner: (A) in the case of the land, the numerator of the fraction will be the land area of the Premises, and the denominator of the fraction will be the total land area of the property covered by the tax bill; (B) in the case of buildings, if there is no separate assessment for the building(s) on the Premises, the numerator of the fraction will be the area of the building(s) on the Premises, and the denominator of the fraction will be the total area of all buildings located on the property covered by the tax bill. Purchaser's prorata share will not include taxes attributable to improvements, unless there is a building on the Premises and Purchaser intends to use such building. For purposes of this Article 8, the term "**Premises**" will not be deemed to include any easement areas.

All transfer and conveyance taxes or documentary stamps and special real estate taxes and assessments will be paid by Seller. The cost of recording the documents called for in this Contract will be paid by Purchaser. The cost of the escrow will be divided equally between

Seller and Purchaser. Seller and Purchaser will pay other closing costs not expressly identified in this Article 8 according to local custom in Anoka County, Minnesota.

At closing, Seller will deliver the following: (1) the quitclaim deed, pursuant to Article 3 of this Contract; (2) an affidavit indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller, that there has been no skill, labor or material furnished to the Premises by or at the request of Seller for which mechanics' liens could be filed, and that there are no other unrecorded interests in the Premises of any kind, including but not limited to any leasehold interests in the Premises, except for those title exceptions of record approved in writing by Purchaser pursuant to Article 3 of this Contract; (3) a Certification Regarding Non-Foreign Status ("Non-Foreign Affidavit"), executed and sworn to under oath on behalf of Seller, in satisfaction of Section 1445(b)(4) of the Internal Revenue Code of 1986, as amended; (4) a settlement statement consistent with this Contract and (5) such certificates and other documentation as Title Company may reasonably request from Seller in order to issue the Owner's Policy to Purchaser.

9. Time of the Essence: Time is of the essence of this Contract, but any defaulting party will have 10 days after receipt of notice of a default to cure before the other party may exercise the remedies available to it under this Contract, namely: Seller may, as Seller's sole remedy, terminate this Contract and retain the earnest money as liquidated damages, and Purchaser may, as Purchaser's sole remedy, terminate this Contract and receive a refund of the earnest money and Seller will further reimburse Purchaser for all title, survey, engineering, architectural, legal and other fees reasonably incurred by Purchaser in reliance on this Contract, up to a maximum amount of \$75,000.00 within 30 days after receipt of a reasonably detailed written invoice from Purchaser (not including the refund of the earnest money). Notwithstanding the foregoing, in the event of litigation between Seller and Purchaser regarding this Contract, the prevailing party will be entitled to recover reasonable attorney fees, costs, and expenses (including expert fees and costs) incurred in connection with the prosecution or defense of such action, including any appeal, in addition to all other relief provided for in this Article 9. For the purposes of this Contract, "prevailing party" will mean the party which obtains the principal relief it has sought, whether by compromise, settlement, judgment or otherwise. In addition, the non-prevailing party will be responsible for payment of any and all actual third party costs and/or expenses (including, without limitation, reasonable attorney's fees and expert fees) incurred by the prevailing party in the enforcement of any of its rights and/or remedies under this Contract.

10. Notices: If at any time, it becomes necessary or convenient for one of the parties to serve notice, demand or communication upon the other party, such notice, demand or communication must be in writing, signed by the party serving notice, sent by nationally recognized overnight carrier or registered or certified United States mail, return receipt requested and postage or other charges prepaid. If intended for Seller, the notice must be addressed to The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, 7550 Sunwood Drive NW, Ramsey, MN 55303 or if intended for Purchaser, the notice must be addressed to One McDonald's Plaza, Oak Brook, IL 60523, Attention: Director, U.S. Legal Department L/C 022-0575 and a copy to 1650 W. 82nd Street, Southpoint Office Center, Suite 900, Bloomington, MN 55431, Attention: Real Estate Manager, L/C 022-0575 or such other address as either party furnishes to the other, in writing, as a place for the service of notice. Any notice so sent will be deemed given as of receipt.

11. Conflicts of Interest: Seller and (if Seller is not an individual) the party(ies) executing this Contract for or on behalf of Seller, or as a representative of Seller, represent that, to the best of his/her/their knowledge, he/she/they, or any person connected directly or indirectly with Seller is/are not (an) agent(s), employee(s), servant(s), supplier(s), licensee(s) or officer(s) of Purchaser or any subsidiary, affiliate or parent corporation or related to any agent, employee, servant, supplier, licensee or officer of Purchaser or any subsidiary, affiliate or parent corporation. The parties executing this Contract acknowledge that Purchaser relies upon Seller's representations as inducement to enter into this Contract. Any misrepresentation will be grounds for Purchaser to terminate this Contract.

12. Covenants: All of the covenants, warranties, representations and agreements in this Contract will survive closing and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties for a period of 1 year after the date of final execution of this Contract. It is understood that there are no oral or written agreements or representations between Seller and Purchaser affecting this Contract; and this Contract supersedes and cancels any and all previous negotiations, arrangements, representations and understandings, if any, between the parties. This Contract may be modified or altered only by an agreement in writing between the parties; and no act or omission of any employee or agent of the parties or any broker, if any, will alter, change or modify any of the provisions of this Contract.

13. No Waiver: No waiver by either party of any term, covenant or condition ("**Provision**") under this Contract by the other party will be effective or binding upon such party unless given in the form of a written instrument signed by such party, and no such waiver will be implied from any omission by such party to take action with respect to such Provision. No express written waiver of any Provision will affect any other Provision or cover any period of time other than the Provision and/or period of time specified in such express waiver. One or more written waiver(s) of any Provision will not be deemed to be a waiver of any subsequent Provision.

14. Authority to Sign: No employee or agent of Purchaser (other than an authorized signatory) has authority to execute this Contract or make any other warranty, representation, agreement or undertaking. The parties' submission of this document for examination and negotiation does not constitute an offer to purchase or a reservation of or option for the Premises and this document will become effective and binding only upon final execution and delivery by Seller and an authorized signatory of Purchaser. The parties executing this Contract on behalf of Seller and Purchaser represent that they have authority and power to sign this Contract on behalf of Seller and Purchaser. No act or omission of any employee or agent of the parties or any broker will alter, change or modify any provisions of this Contract.

15. Anti-Terrorism Representation and Warranty: Seller and Purchaser each represent and warrant that neither they nor the officers and directors controlling Seller and Purchaser, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees that in the event of a breach of this provision or any applicable law

relating to the subject of this provision, the non-breaching party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including, but not limited to, terminating this Contract.

16. Right of Re-Entry: The deed described in Article 3 of this Contract will contain a reservation of a right of re-entry, which right of re-entry will be superior to any mortgage on the Premises, for breach of conditions subsequent in favor of Seller pursuant to which Seller may commence an action in Anoka County District Court seeking an order re-vesting title to the Premises in Seller if (i) Purchaser does not commence construction of the improvements on the Premises (the "Purchaser's Improvements") within 720 days after the date of the deed; or (ii) Purchaser does not substantially complete the construction of Purchaser's Improvements within 1080 days after the date of the deed. For purposes of this right of re-entry, Purchaser will be deemed to have commenced construction when Purchaser has (a) obtained building permits for the construction of Purchaser Improvements; and (b) caused material or labor to be furnished to the Premises in a manner and to an extent sufficient that a mechanic's lien for such work would attach and take effect pursuant to Minn. Stat. §514.05, and Purchaser will be deemed to have substantially completed construction of Purchaser Improvements when Purchaser opens for business on the Premises. Seller may redeem the Premises from foreclosure, as an owner, within the time allowed by law. The provisions of this Article 16 will survive closing.

17. Section Headings: Article and section headings used in this Contract are for reference and identification only and are not intended to in any way limit or amplify the terms and provisions of this Contract.

18. Assignment: Purchaser will not have the right to assign this Contract or any interest herein without the express written consent of Seller, which consent will not be unreasonably withheld, conditioned or delayed, and in the event Seller consents to such assignment, Purchaser will remain liable for, and the assignee will assume, all obligations of Purchaser hereunder. Notwithstanding the foregoing, Purchaser may, without the consent of Seller, assign this Contract or its rights under this Contract to any affiliate, subsidiary or parent corporation thereof.

19. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State in which the Premises is located. This Contract will be enforced in any state or federal court with proper jurisdiction located in the State of Minnesota.

20. Counterparts: This Contract may be executed in multiple counterparts, each of which will constitute an original hereof, and all of which taken together will constitute one and the same Contract.

21. Days: Any reference to "day" or "days" in this Contract will, unless the context clearly requires otherwise, mean calendar days. Any reference to "business days" will mean calendar days excluding Saturdays, Sundays, or legal holidays of the States of Minnesota and Illinois. Any time period provided herein (whether relating to delivery of documents or other items, or relating to the inspection period, closing or any other matter) that ends on a day that is not a business day will be deemed to be extended to the immediately following business day.

22. Broker's Commission: The parties to this Contract represent to each other that they have not dealt with any real estate agent, broker, finder or any other entity which is or may be entitled to a commission as a result of this transaction, except for Colliers, located at 4350 Baker Road, Minnetonka, Minnesota, 55343. Any party making a misrepresentation under this clause will hold the other party harmless from any loss, costs, or expenses, including reasonable attorneys' fees, arising out of such breach. Notice of any claim under this provision must be given to the other party within 30 days from the date a request for a commission is made. The indemnifying party will have the right to defend and settle any claim.

22. Riders and Exhibits: This Contract includes the following Riders and/or Exhibits, which govern over conflicting provisions (if any) of this Contract, and are made an integral part of this Contract and fully incorporated by reference:

- Exhibit A – Legal Description of the Premises
- Exhibit B – Depiction of Private Access Drives
- Exhibit C – Depiction of Seller's Property to be Restricted
- Exhibit C-1 – Lot 3 Restrictive Covenant
- Exhibit C-2 – Lot 5 and Outlot A Restrictive Covenant
- Exhibits D-1 through D-3 – Sign Easement Depictions
- Exhibit E – Sunwood Retail Common Improvements Overall Cost Estimate
- Seller's Work Rider

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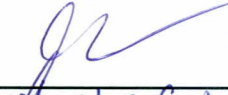

SELLER'S SIGNATURE PAGE
TO
PURCHASE AGREEMENT
BETWEEN
THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY,
MINNESOTA, A PUBLIC BODY POLITIC AND CORPORATE UNDER THE LAWS OF THE
STATE OF MINNESOTA
AND
MCDONALD'S USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SELLER AND PURCHASER, by their execution below, indicate their consent to the terms of this Contract.

SELLER:
**The Housing and Redevelopment Authority
in and for the City of Ramsey, Minnesota,** a
public body corporate and politic under the
laws of the State of Minnesota


PURCHASER:
McDONALD'S USA, LLC, a Delaware limited
liability company

By: 
Name: Colin McGlone
Its: Board Chair

By:  
Its: Jacob Steinfink, Senior Counsel

Date: _____

Date: 12/19/12

By: 
Name: Kurt Ulrich
Its: Executive Director

Date: 10/25/12

SELLER'S SOCIAL SECURITY or FEDERAL
TAX I.D. # _____
(FORM W-9 ATTACHED FOR EXECUTION)

(ATTACH ACKNOWLEDGMENT CERTIFICATES)

ACKNOWLEDGMENT – McDONALD'S
(No Attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Michele M. Lechtenberg, a Notary Public in and for the county and state set forth above, CERTIFY that Jacob Steinfink, as Senior Counsel of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 19 day of December, 2012.

Michele M. Lechtenberg
Notary Public

My commission expires 2/24/16.



ACKNOWLEDGMENT – CORPORATE

STATE OF MN)
) SS:
COUNTY OF ANOKA)

I, JoAnn M. Thieling Notary Public in and for the county and state set forth above, CERTIFY that **The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota**, a public body corporate and politic under the laws of the State of Minnesota, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 25th day of October, 2012

JoAnn M. Thieling
Notary Public

My commission expires 1-31-2015.



EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOT 4, BLOCK 1, COR TWO - (Prior to Platting):

THAT PART OF OUTLOT H, RAMSEY TOWN CENTER, ANOKA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT H, THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST ASSUMED BEARING ALONG THE WEST LINE OF SAID OUTLOT H, A DISTANCE OF 118.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 47 MINUTES 55 SECONDS EAST, A DISTANCE OF 28.29 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 235.50 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 104.81 FEET; THENCE SOUTHERLY 47.96 FEET ALONG A TANGENTIAL CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 29 MINUTES 43 SECONDS; THENCE SOUTH 05 DEGREES 41 MINUTES 40 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 75.58 FEET; THENCE SOUTHERLY 30.48 FEET ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 29 MINUTES 35 SECONDS; THENCE NORTH 64 DEGREES 11 MINUTES 24 SECONDS WEST, NOT TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 27.55 FEET; THENCE WESTERLY 90.79 FEET ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 00 MINUTES 33 SECONDS; THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 154.56 FEET TO SAID WEST LINE OF OUTLOT H; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 205.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTIONS AND DEPICTIONS OF PRIVATE ACCESS DRIVES

Legal Description of the West Access Easement Property

DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT

LEGAL DESCRIPTION

AN INGRESS AND EGRESS EASEMENT OVER AND ACROSS THAT PART OF LOTS 3, 4 AND 5, BLOCK 1, COR TWO, ANOKA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 154.56 FEET; THENCE SOUTHEASTERLY 83.66 FEET, PARALLEL WITH SAID SOUTH LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 21 DEGREES 47 MINUTES 14 SECONDS AND A CHORD THAT BEARS SOUTH 79 DEGREES 18 MINUTES 20 SECONDS EAST; THENCE NORTH 53 DEGREES 55 MINUTES 25 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 05 DEGREES 41 MINUTES 40 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 58.96 FEET; THENCE NORTHERLY 40.39 FEET, PARALLEL WITH SAID EASTERLY LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 515.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 29 MINUTES 43 SECONDS; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 104.81 FEET TO THE NORTH LINE OF SAID LOT 4, THENCE NORTH 89 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE CONTINUING NORTH 89 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, PARALLEL WITH SAID EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 5, A DISTANCE OF 104.81 FEET; THENCE SOUTHERLY 46.52 FEET, PARALLEL WITH SAID WEST LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 485.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 29 MINUTES 43 SECONDS; THENCE SOUTH 05 DEGREES 41 MINUTES 40 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 75.58 FEET; THENCE SOUTH 32 DEGREES 49 MINUTES 06 SECONDS EAST, A DISTANCE OF 27.46 FEET; THENCE SOUTH 64 DEGREES 11 MINUTES 24 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 29.82 FEET; THENCE SOUTHEASTERLY 47.50 FEET, PARALLEL WITH SAID SOUTH LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 07 SECONDS AND A CHORD THAT BEARS SOUTH 71 DEGREES 44 MINUTES 57 SECONDS EAST; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST, A DISTANCE OF 40.60 FEET; THENCE NORTHWESTERLY 65.72 FEET, PARALLEL WITH THE NORTH LINE OF SAID LOT 3 AND ALONG A NON-TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 07 MINUTES 00 SECONDS AND A CHORD THAT BEARS NORTH 72 DEGREES 44 MINUTES 54 SECONDS; THENCE NORTH 64 DEGREES 11 MINUTES 24 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 3 AND TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 78.49 FEET; THENCE WESTERLY 81.71 FEET, PARALLEL WITH SAID SOUTH LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 00 MINUTES 33 SECONDS; THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH SAID NORTH LINE AND TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 154.56 FEET TO THE WEST LINE OF SAID LOT 3, THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 3

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Scott C. Trosen

SCOTT C. TROSEN Date: 08.06.12
License No. 47465 Revised:

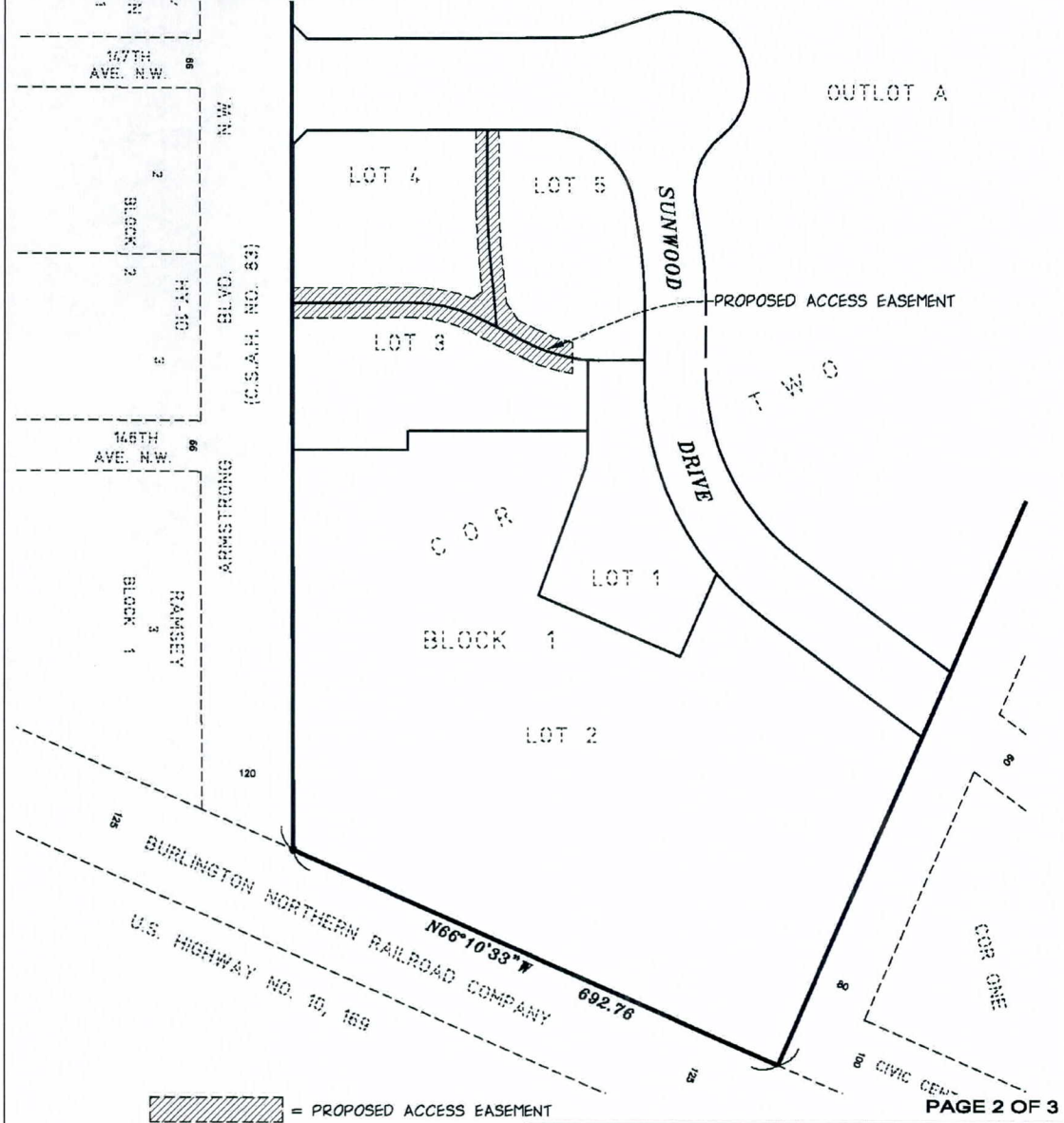


105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

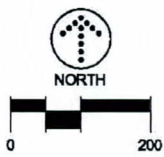
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DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



PAGE 2 OF 3



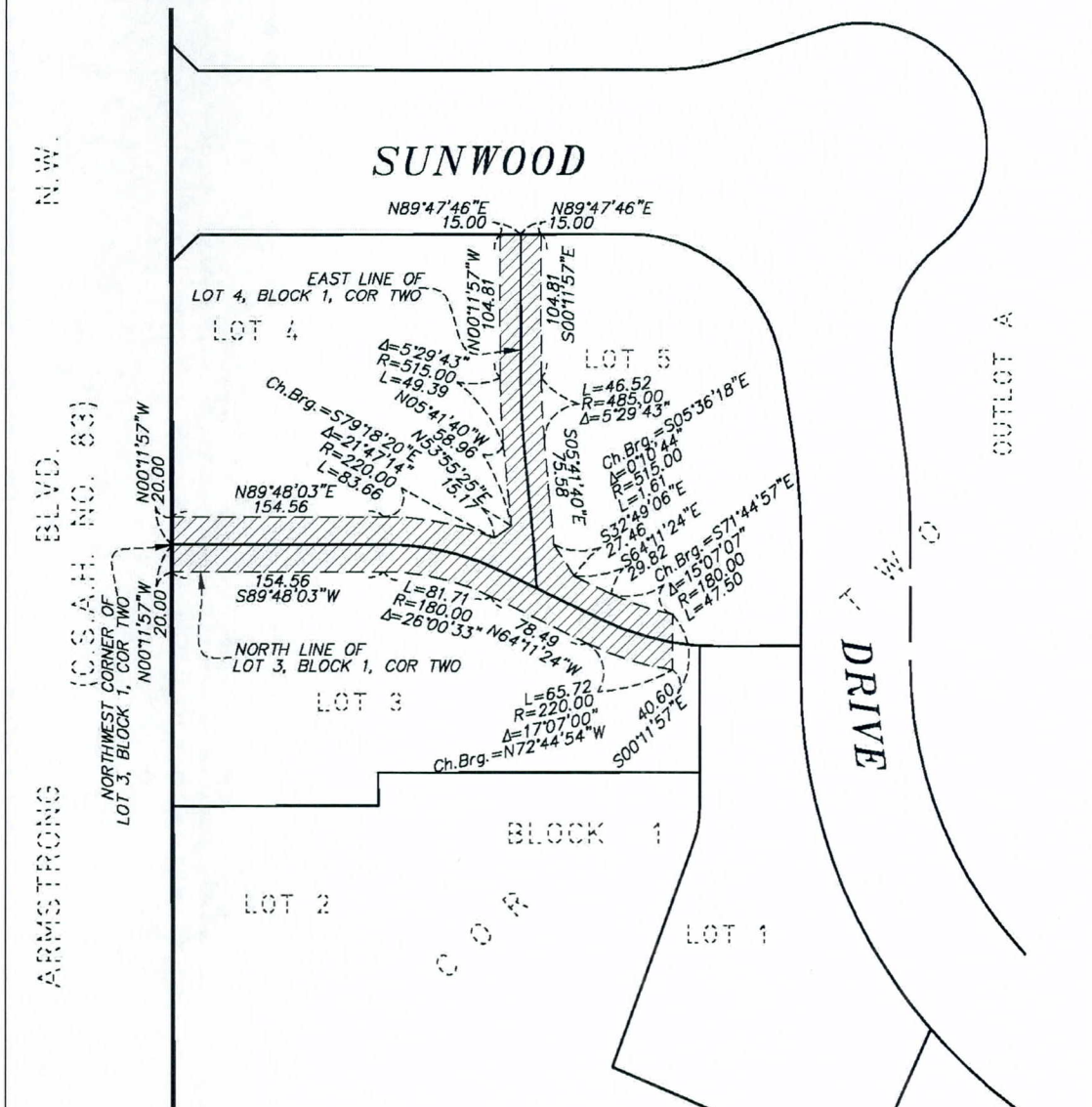
LANDFORM
From Site to Finish

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

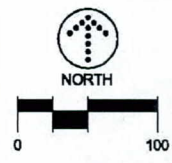
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DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



PAGE 3 OF 3



LANDFORM
 From Site to Finish

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

Job No. RAM12020 Drawing: ease-Access W. By: SCT

EXHIBIT B

Legal Description of the East Access Easement Property

DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT

LEGAL DESCRIPTION

AN INGRESS AND EGRESS EASEMENT OVER AND ACROSS THAT PART OF LOTS 1, 2, 3 AND 5, BLOCK 1, COR TWO, ANOKA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, ASSUMED BEARING, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 29.00 FEET; THENCE SOUTH 44 DEGREES 48 MINUTES 03 SECONDS WEST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 71.19 FEET; THENCE SOUTHERLY 35.68 FEET, PARALLEL WITH SAID WESTERLY LINE AND ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 102.00 FEET AND A CENTRAL ANGLE OF 20 DEGREES 02 MINUTES 36 SECONDS; THENCE SOUTH 19 DEGREES 50 MINUTES 39 SECONDS WEST, PARALLEL WITH SAID WEST LINE AND TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 174.53 FEET TO THE SOUTH LINE OF SAID LOT 1, THENCE NORTH 66 DEGREES 37 MINUTES 45 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 20.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 66 DEGREES 37 MINUTES 45 SECONDS WEST, ON THE NORTHWESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 20.04 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 39 SECONDS, PARALLEL WITH SAID WESTERLY LINE OF LOT 1 AND THE EASTERLY LINE OF LOT 2, A DISTANCE OF 172.06 FEET; THENCE NORTHERLY, 21.69 FEET, PARALLEL WITH SAID EASTERLY LINE AND ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 20 DEGREES 02 MINUTES 36 SECONDS; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE OF SAID LOT 2 AND THE EASTERLY LINE OF SAID LOT 3 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 139.43 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 AND ALONG A NON-TANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 53 MINUTES 26 SECONDS AND A CHORD THAT BEARS 84 DEGREES 45 MINUTES 14 SECONDS EAST; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS EAST, PARALLEL WITH THE SAID SOUTH LINE, A DISTANCE OF 59.99 FEET TO THE EASTERLY LINE OF SAID LOT 5, THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 3

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Scott C. Trosen
 SCOTT C. TROSEN Date: 08.06.12
 License No. 47465 Revised:

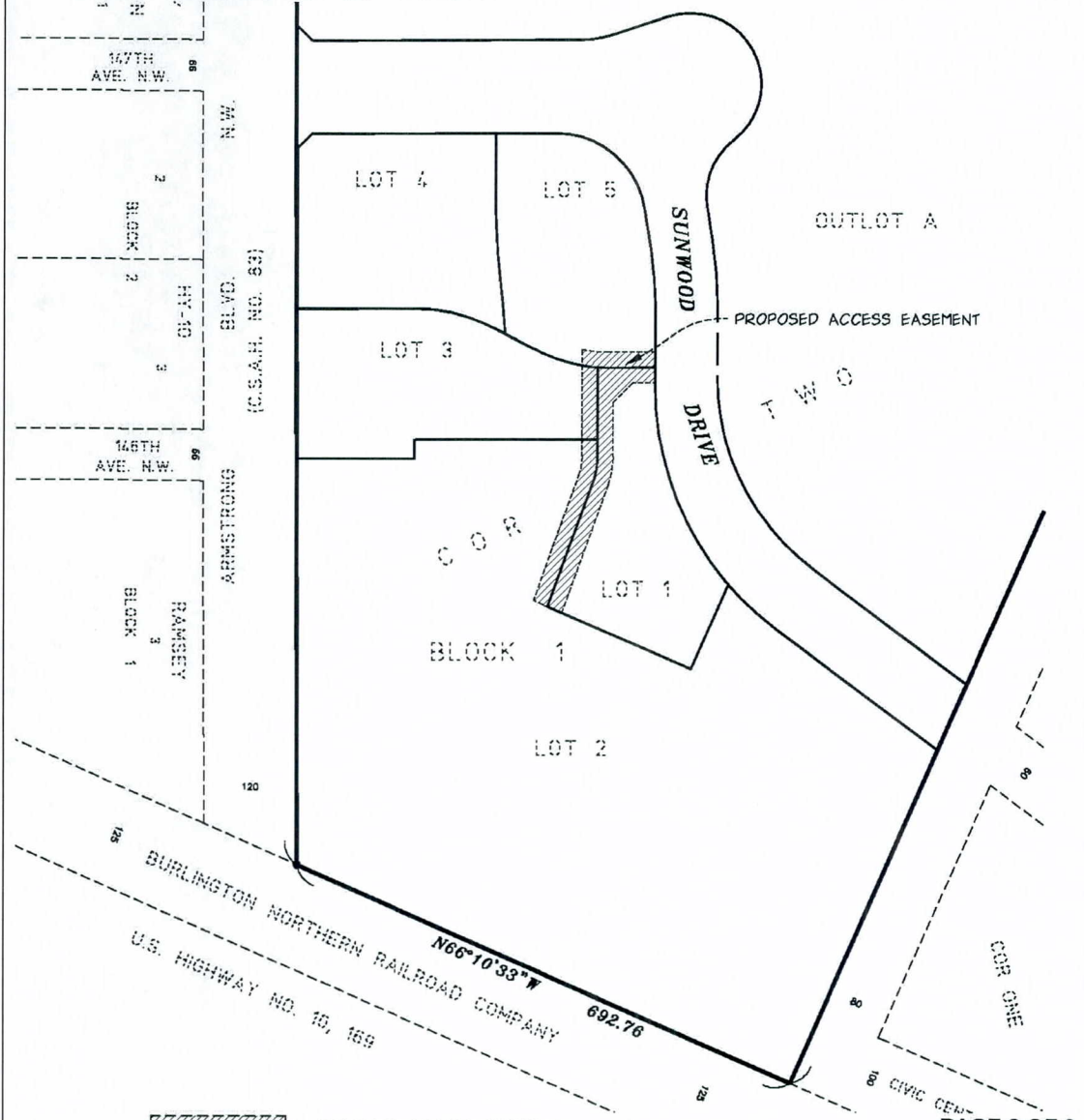


105 South Fifth Avenue
 Suite 513
 Minneapolis, MN 55401
 Web: landform.net

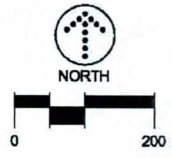
Job No. RAM12020 Drawing: eose-Access E. By: SCT

DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



= PROPOSED ACCESS EASEMENT



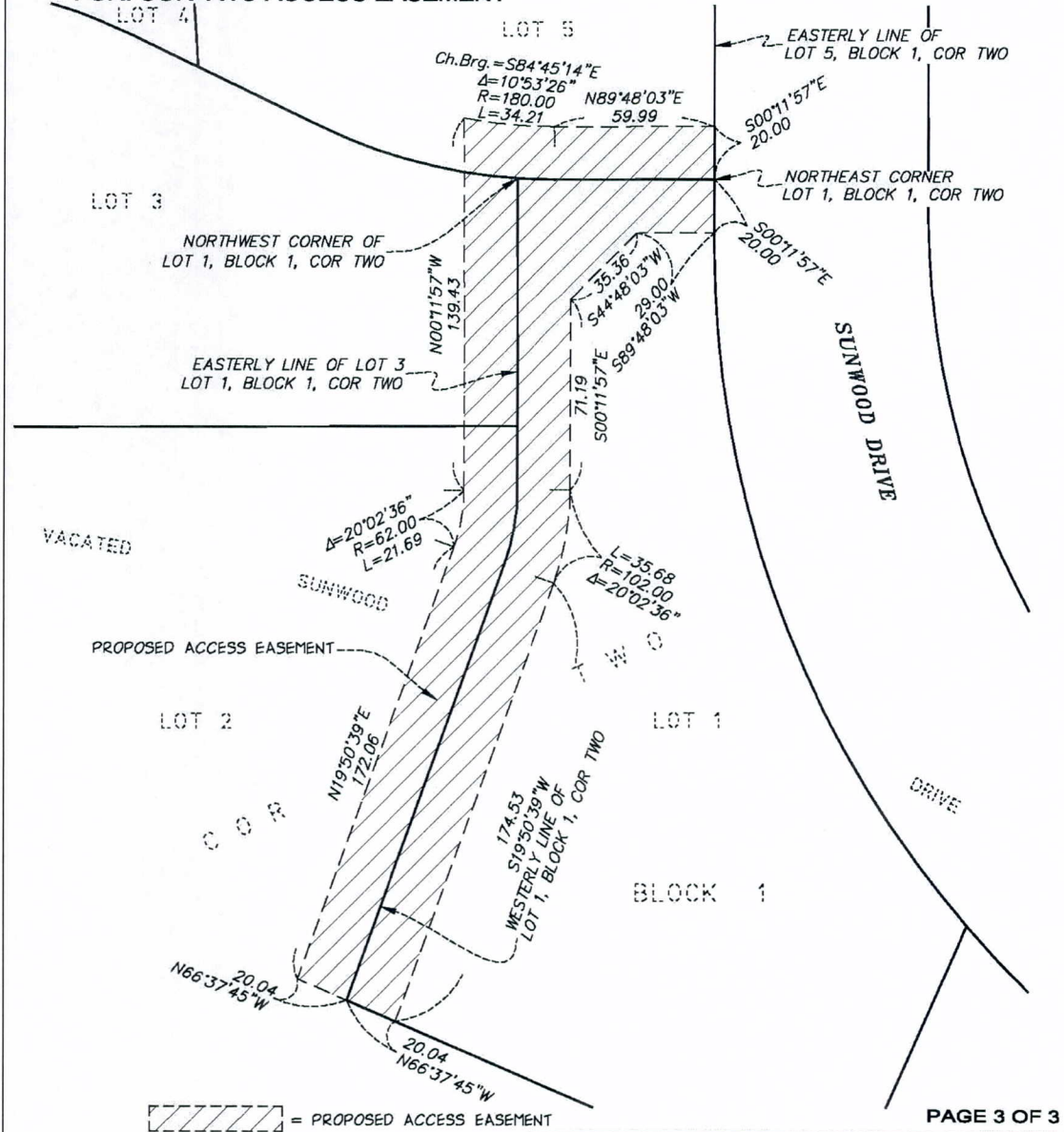
PAGE 2 OF 3

<p>From Site to Finish</p>	105 South Fifth Avenue Suite 513 Minneapolis, MN 55401 Web: landform.net
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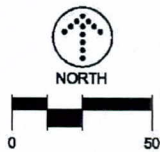
EXHIBIT B

DESCRIPTION SKETCH

FOR: COR TWO ACCESS EASEMENT



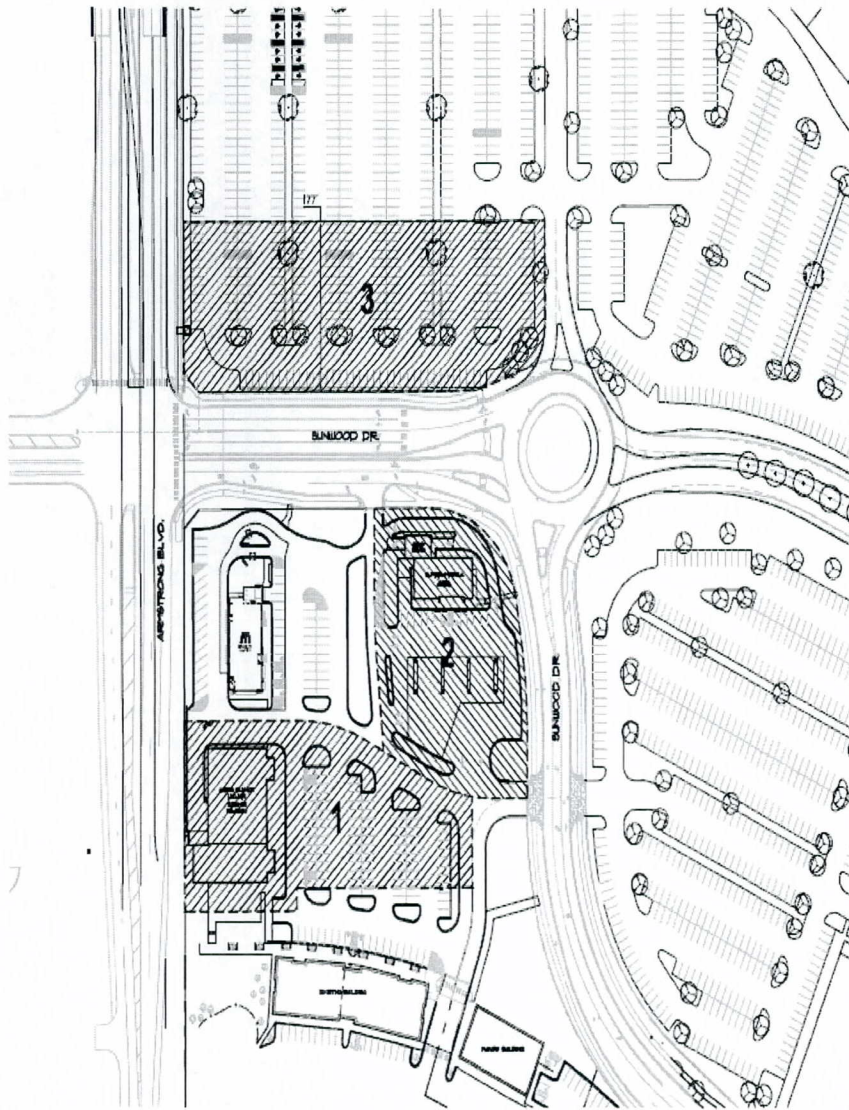
PAGE 3 OF 3



LANDFORM
 From Site to Finish

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

Job No. RAM12020 Drawing: ease-Access E. By: SCT



THE COR

MANSRY, MINNESOTA

LEGAL DESCRIPTIONS FOR RESTRICTION AREA'S

AREA 1
LOT 3, BLOCK 1 COR TWO

AREA 2
LOT 5, BLOCK 1 COR TWO

AREA 3
THAT PART OF OUTLOT A, COR TWO ANNEA COUNTY, MINNESOTA LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A SOUTHWESTERLY CORNER OF SAID OUTLOT A, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SUNWOOD DRIVE AND THE EAST RIGHT-OF-WAY LINE OF ARMISTONG BULLEVAED N.W.; THENCE NORTH 00 DEGREES 11 MINUTES 57 SECONDS WEST, ASSUMED BEARING ALONG THE WEST LINE OF OUTLOT A, A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE NORTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, PARALLEL WITH A SOUTHERLY LINE OF SAID OUTLOT A, A DISTANCE OF 409.50 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 57 SECONDS EAST, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 162.5 FEET TO A SOUTHERLY LINE OF SAID OUTLOT A AND SAID LINE THERE TERMINATING.



USE RESTRICTION AREA'S

10-01-2012

Ramsey, MN
Sunwood Drive
L/C: 022-0575

Prepared by: Gillian Bregman
After recording, return to: Kim Delmedico
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

RESTRICTIVE COVENANT

The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Grantor") wishes to enter into a contract ("Contract") with **McDONALD'S USA, LLC, a Delaware limited liability company** ("Grantee") to sell to Grantee a parcel of real estate described on Exhibit A attached ("the Premises").

As an inducement for Grantee to enter into the Contract with Grantor, Grantor has agreed to record a Restrictive Covenant affecting the use of Grantor's parcel of real estate located adjacent to the Premises, as described on Exhibit B and as depicted as Area 1 on Exhibit C ("Lot 3").

THEREFORE, in consideration of ONE DOLLAR AND NO CENTS (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor promises and declares that Lot 3 will not be leased, used or occupied as a Quick Service Restaurant and further, that Lot 3 will only be primarily used for non-restaurant retail purposes (although its ancillary uses will remain unrestricted) for a period of 20 years from the date listed in this Restrictive Covenant; provided, however, that if (a) Grantee is not operating a McDonald's Restaurant within 545 days after the date listed in this Restrictive Covenant or (b) if Grantee opens and operates a McDonald's Restaurant and at any time within said 20 year period ceases operating the McDonald's Restaurant for a period of more than 180 days other than as the result of a casualty or any other conditions that are beyond the reasonable control of any party to this Restrictive Covenant and not due to the fault or negligence of such party, this Restrictive Covenant shall be null and void and of no further force or effect. The term "Quick Service Restaurant" for purposes of this restriction shall be defined as any restaurant or food service establishment with drive thru service, drive-in service or pedestrian walk-up window service whose primary business consists of or whose marketing strategy is based on the sale of hamburgers, ground meat or meat substitute sandwiches, or a combination of ground meat and meat substitute sandwiches, or any other type of meat products, any of which are served in sandwich form or chicken served in sandwich form. Any food service establishment which offers as the primary method of service for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term Quick Service Restaurant. Notwithstanding the foregoing, a restaurant with drive-thru facilities that sells as its primary product hamburgers, ground beef or ground beef products in sandwich form or chicken in sandwich form shall be included in the term "Quick Service Restaurant". In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the area described on Exhibit B, attached:

Apollo Burgers
 Bison Jack's
 Burger King
 Checkers
 Culver's
 Fatburger
 Fuddruckers
 Iceberg Drive Inn
 Jake's Wayback Burgers
 Rally's
 Smashburger
 Wendy's
 Bojangles'
 El Pollo Loco
 Pollo Tropical

Astro Burgers
 Bobby's Burger Palace
 Burger Street
 Cheeburger Cheeburger
 DQ Grill & Chill
 Five Guys
 Hardee's
 In-N-Out Burger
 Johnny Rockets
 Roy Rogers
 Sonic
 Whataburger
 Brown's Chicken
 KFC
 Popeyes

Back Yard Burgers
 Burger 21
 Carl's Jr.
 Crown Burgers
 Elevation Burger
 Five Napkin Burger
 Hires Big H
 Jack in the Box
 Krystal
 Shake Shack
 Steak 'n Shake
 White Castle
 Chick-fil-A
 Pollo Campero
 Raising Cane's

As of the date of this Restrictive Covenant, Grantor is under contract to sell Lot 3 to M&W Holding Company, LLC, a Minnesota limited liability company (the "Next Lot 3 Owner"). This restriction will become effective and will run with Lot 3 upon the first of the following: (a) alienation in the form of transfer of title of Lot 3 to any owner who receives fee title to Lot 3 from the Next Lot 3 Owner, or (b) alienation in the form of the subleasing or assignment of any leasehold interest held by the lessee of Lot 3 under any lease agreement between the Next Lot 3 Owner and such lessee, as the term of such lease may be extended. Notwithstanding the foregoing, if Grantor sells Lot 3 to anyone other than the Next Lot 3 Owner, its member, Jeffrey Wise, or any subsidiary or affiliate of M&W Holding Company, LLC, in which the majority interest is held by Jeffrey Wise or M&W Holdings, LLC, or if the Next Lot 3 Owner, its member, Jeffrey Wise, or any subsidiary or affiliate of M&W Holding Company, LLC in which the majority interest is held by Jeffrey Wise or M&W Holdings, LLC, does not close on its purchase of Lot 3 prior to January 31, 2014, the foregoing paragraph will not apply and the restriction will be enforced as above. This restriction will inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors and assigns.

Grantor has executed this Restrictive Covenant, this ____ day of _____, 2012.

GRANTOR:
Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota,
 a public body corporate and politic under the laws of the State of Minnesota

GRANTEE:
McDONALD'S USA, LLC,
 a Delaware limited liability company

By _____
 Printed _____ Name:

 Its _____

By _____
 Printed _____ Name:

 Its _____

*(CITY/STATE)
*(Address)
L/C: *
File #*

Prepared by: *
After recording, return to: *
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

RESTRICTIVE COVENANT

Under a Contract dated _____, 2012, ("Contract") The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body corporate and politic under the laws of the State of Minnesota ("Grantor") agreed to convey to McDONALD'S USA, LLC, a Delaware limited liability company ("Grantee") a parcel of real estate described on Exhibit A attached ("the Premises").

One of the terms of that Contract required Grantor to record a Restrictive Covenant affecting the use of certain portions of Grantor's other property located adjacent to the Premises, as legally described on Exhibit B, and as depicted as Areas 2 and 3 on Exhibit C.

THEREFORE, in consideration of the terms and conditions contained in that Contract, Grantor promises and declares that the property described on Exhibit B will not be leased, used or occupied as a Quick Service Restaurant for a period of 20 years from the date listed in this Restrictive Covenant; provided, however, that if (a) Grantee is not operating a McDonald's Restaurant within 545 days after the date listed in this Restrictive Covenant or (b) if Grantee opens and operates a McDonald's Restaurant and at any time within said 20 year period ceases operating the McDonald's Restaurant for a period of more than 180 days other than as the result of a casualty or any other conditions, which are beyond the reasonable control of any party to this Restrictive Covenant and not due to the fault or negligence of such party, this Restrictive Covenant will be null and void and of no further force or effect. The term "Quick Service Restaurant" for purposes of this restriction will be defined as any restaurant or food service establishment with drive thru service, drive-in service or pedestrian walk-up window service whose primary business consists of or whose marketing strategy is based on the sale of hamburgers, ground meat or meat substitute sandwiches, or a combination of ground meat and meat substitute sandwiches, or any other type of meat products, any of which are served in sandwich form or chicken served in sandwich form. Any food service establishment which offers, as the primary method of service for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term Quick Service Restaurant. Notwithstanding the foregoing, a restaurant with drive-thru facilities that sells as its primary product hamburgers, ground beef or ground beef products in sandwich form or chicken in sandwich form will be included in the term "Quick Service Restaurant". In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the area described on Exhibit B:

Apollo Burgers
Bison Jack's
Burger King
Checkers
Culver's
Fatburger
Fuddruckers
Iceberg Drive Inn
Jake's Wayback Burgers
Rally's
Smashburger
Wendy's
Bojangles'
El Pollo Loco
Pollo Tropical

Astro Burgers
Bobby's Burger Palace
Burger Street
Cheeburger Cheeburger
DQ Grill & Chill
Five Guys
Hardee's
In-N-Out Burger
Johnny Rockets
Roy Rogers
Sonic
Whataburger
Brown's Chicken
KFC
Popeyes

Back Yard Burgers
Burger 21
Carl's Jr.
Crown Burgers
Elevation Burger
Five Napkin Burger
Hires Big H
Jack in the Box
Krystal
Shake Shack
Steak 'n Shake
White Castle
Chick-fil-A
Pollo Campero
Raising Cane's

This restriction runs with the land described on Exhibits A and B and will inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors and assigns.

Grantor has executed this Restrictive Covenant, this ____ day of _____, 2012.

GRANTOR:

WITNESS

By

Its

ATTEST:

By

Its

(Attach Exhibits A, B and C)

SIGN EXHIBITS

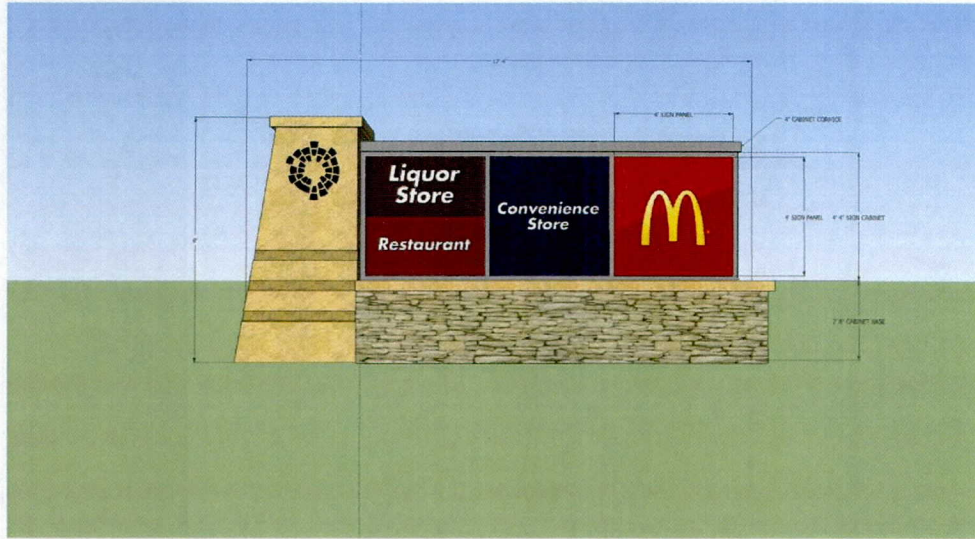
EXHIBIT D-1: PROJECT ENTRY SIGN

EXHIBIT D-2: PROJECT GATEWAY SIGN

EXHIBIT D-3: COMMUNITY PYLON

EXHIBIT D-4: TEMPORARY PYLON SIGN

EXHIBIT D-1
PROJECT ENTRY SIGN



PROJECT ENTRY SIGN

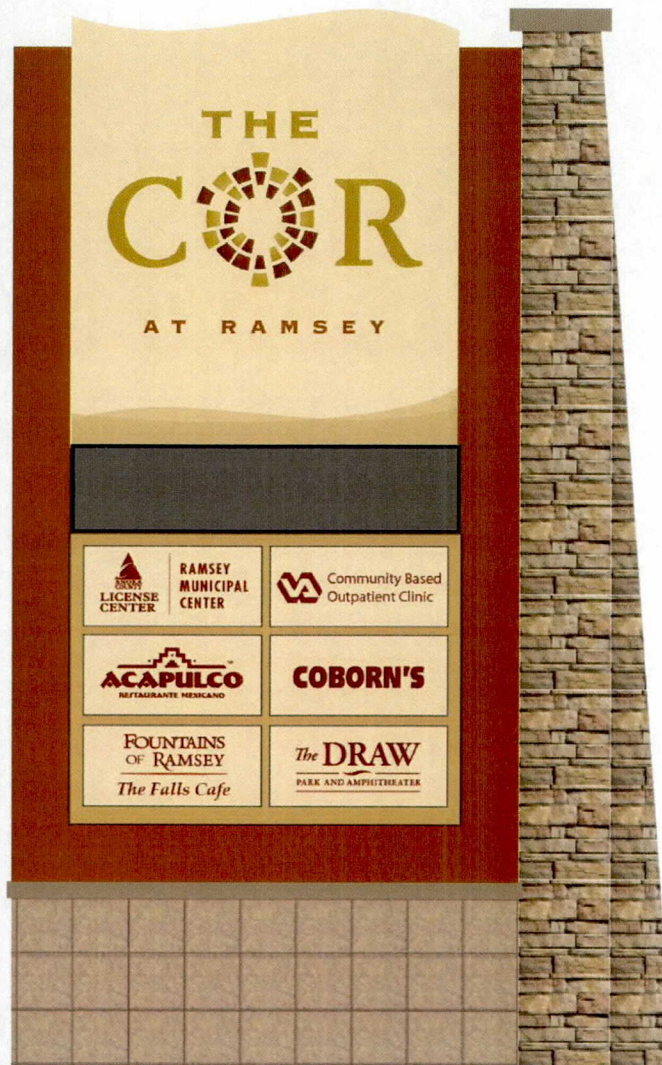
EXHIBIT D-2

PROJECT GATEWAY SIGN



PROJECT GATEWAY SIGN

EXHIBIT D-3
COMMUNITY PYLON

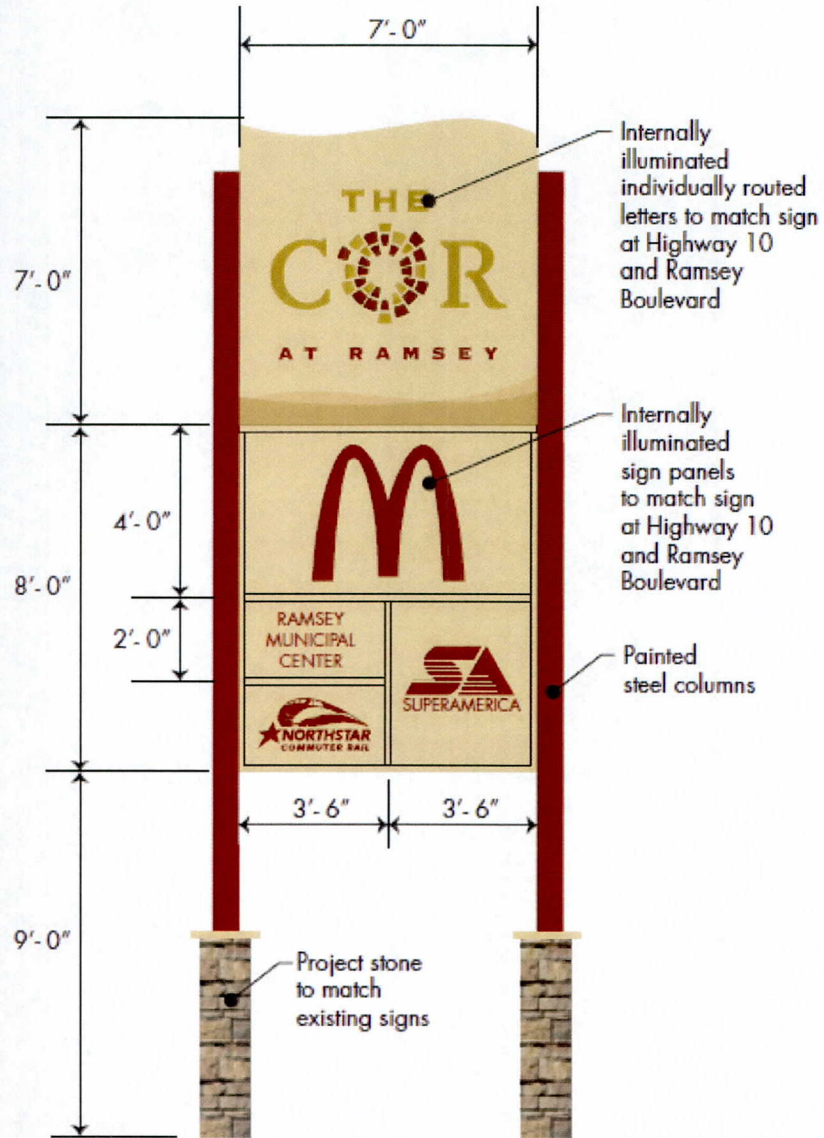


COMMUNITY PYLON

Westbound View

EXHIBIT D-4

TEMPORARY PYLON SIGN



SIGN AT HIGHWAY 10 & ARMSTRONG BOULEVARD

Overall Cost Estimate
Project: Sunwood Retail Common Improvements
Ramsey, MN



	HRA (LOT 1 & 2, BLOCK 1)	HRA (COSTS ASSOC, W/ LOT 4, BLOCK 1)	WISER CHOICE (LOT 3, BLOCK 1)	McDONALDS (LOT 4, BLOCK 1)	SUPERAMERICA (LOT 5, BLOCK 1)	
Item						Total Price
Mobilization	3,000	-	3,000	3,000	3,000	12,000
Clearing & Erosion Control	1,719	-	2,057	2,641	2,756	9,173
Grading / Earthwork	2,089	-	2,428	2,944	3,069	10,540
Bituminous Pavement w/ Aggregate Base	-	-	14,699	13,641	9,581	37,920
Concrete Pavement w/ Aggregate Base	6,404	-	-	-	-	6,404
Curb & Gutter	560	-	2,534	2,590	-	5,684
Storm Sewer (including Stormwater Treatment)	-	29,183	29,606	-	26,311	85,100
Sanitary Sewer (including Dewatering)	-	15,680	-	-	14,920	30,600
Watermain	-	13,130	-	-	13,130	26,260
Lighting	8,041	-	14,918	16,029	13,913	52,900
Landscaping (Tree's, Seed)	3,083	-	-	27	21	3,130
	24,905	57,993	69,242	40,870	86,700	279,711

10% Contingency:	\$27,971.14
Subtotal	\$307,682.50

20% Indirect Costs	\$64,613.32
Grand Total	\$372,295.82

SELLER'S WORK RIDER

This Seller's Work Rider ("**Seller's Work Rider**") is attached to and forms a part of the Real Estate Contract dated _____, 2012, ("**Contract**") between **The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota**, a public body corporate and politic under the laws of the State of Minnesota ("**Seller**") and **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Purchaser**"). Seller and Purchaser agree as follows:

1. **Seller's Work:** Seller promises to perform all work described in the Contract and the work set forth in this Seller's Work Rider (collectively "**Seller's Work**") including extending certain utilities to the Premises meeting Purchaser's specifications and completing site preparation as set forth in Article 1C of this Seller's Work Rider.

A. **Utilities:** Seller will extend sanitary and storm sewer lines and water main(s) to the Premises meeting Purchaser's specifications within 30 days from the date Purchaser notifies Seller that Purchaser has obtained all necessary permits and approvals and Purchaser delivers Purchaser's plans and specifications for the utilities to Seller. Seller will pay any and all impact, tap and connection fees associated with such utilities.

B. **Intentionally Deleted.**

C. **Site Preparation:** Seller agrees to clear, fill, compact and grade the Premises and the access roads, drives and parking areas adjacent to the Premises and required for access to the Premises to those finished elevations mutually acceptable to Seller and Purchaser. Seller must clear the existing subgrade of all large stones, sod, wood, mud and other debris, including all foundations and underground tanks and utility lines. Seller will fill all holes and other irregularities and compact same before the main fill is placed. The fill material must consist of granular materials, free of rock or gravel greater than 2 inches in diameter, such as bank-run sand, gravel, crushed stones, crushed air-cooled blast furnace slag weighing not less than 70 lbs. per cubic foot, or other granular material approved by Purchaser. Cinders, foundry sand, clay or silt are not acceptable.

Seller must remove soils with a UBC Expansion Index greater than 15 within the upper 2 feet of pad subgrade (soil grade) and replace same with non-expansive material. Imported non-expansive fill should consist of a well graded, slightly cohesive, fine silty sand or sandy silt soil. This material should possess the following characteristics:

Percent Passing No. 200 Sieve	20 to 50
Plasticity Index	10 maximum
UBC Standard 29-2 Expansion Index	15 maximum

On-site soil with a UBC Expansion Index between 15 and 50 may be utilized below 2 feet of soil grade.

Seller must remove any undocumented fill on the Premises and recompact the Premises to the minimum standards set forth in this Seller's Work Rider.

Seller must place the fill in layers not exceeding 8 inches in loose depth for heavy equipment or 4 inches in loose depth for material compacted by hand-operated tampers. Seller must install the fill to a finished grade of +/- 1 foot (one foot) of the finished pad elevation, as defined in Purchaser's approved grading plan. Seller will thoroughly compact fill material to 95% of the maximum dry soil density, as defined by ASTM 1557-91, by rolling, vibrating or tamping, or by a combination of these methods or as prescribed in the soils report for the Premises ("**Soils Report**"). Seller will not use bulldozers and trucks as compacting equipment. The Premises will be delivered to Purchaser in an interim grading condition facilitating sheet drainage across the site to interim drainage facilities. Earthwork on the Premises as delivered to Purchaser will balance within 200 cubic yards.

Soil at all foundation locations must have a minimum soil bearing capacity of 2000 pounds per square foot. The subgrade must be well drained and of adequate and uniform load bearing nature. Any clay subgrade must be covered with at least one inch of granular material, such as bank-run sand.

After the site preparation work set forth in this Seller's Work Rider is complete, Seller will provide, at Seller's sole cost, a compaction report certified and signed by a licensed civil/geotechnical engineer showing that the site preparation work is complete as required in this Seller's Work Rider. Purchaser may, at Purchaser's option, have borings and other soil tests performed after the above work is complete to determine if such work meets the standards set forth in this Seller's Work Rider. If, in Purchaser's reasonable opinion, such standards have not been met, Seller will immediately, upon notice from Purchaser, correct all deficiencies.

Purchaser's acceptance of the site is further contingent upon Purchaser's receipt of a report from a licensed surveyor certifying that the grades at the time of the surveyor's investigation are as represented in this Seller's Work Rider. If, after receipt of this report, Purchaser finds a difference of 6" or more at any point on the site, or if any of the other site preparation standards are not met, Seller will immediately upon notice from Purchaser correct all deficiencies. Seller's surveyor will replace any corner stakes and pins originally placed by Purchaser's surveyor that may have been removed during the course of Seller's Work.

- D. **Paving and Construction of Common Areas, Utilities, and Off-Site Improvements:** Seller will pave and construct all on-site and off-site improvements pursuant to the terms of the Contract and this Seller's Work Rider, which will include, but not be limited to, all street improvements, street paving, access roads, drives, curbs, gutters, sidewalks, traffic signals, installation of necessary utilities to the exterior boundary lines of the Premises, building area and common area rough grading, demolition, necessary fill and soil compaction, necessary storm water detention/retention facilities, including collection lines and detention pond areas, engineering, surveys, soils tests, and common access drive lighting.

The paving must provide for 1.5% minimum slope to allow for the surface drainage of water from the Premises, common drives or the public right-of-way, as approved by Purchaser, and described in this Seller's Work Rider. The material and thickness of the base and paving material for the common area must be, at a minimum, as follows:

COMPACTION: 1-1/2" BINDER COURSE
 1-1/2" SURFACE COURSE 96% MARSHALL
 6" GRANULAR BASE COURSE
 95% MODIFIED PROCTOR DENSITY

OIL CONTENT: 4.5% - 6.0%

GRADATION EXTRACTION: 80% MAXIMUM, SHALL PASS U.S. STD. #4 SIEVE

The minimum standards set forth above may be adjusted to meet the requirements set forth in the Soils Report.

Seller will insure that all utility lines are installed to a location on the Premises approved in writing by Purchaser. Unless otherwise agreed to in writing by Purchaser and Seller, the minimum utility requirements are as follows:

Water	2" diameter line @ 65 PSI
Sanitary Sewer	6" sewer lateral
Fire	6" diameter line @ 65 PSI
Storm Sewer	As required per approved civil engineering design plan(s)

2. **Permits and Approvals:** Within 60 days from the date of final execution of this Contract, Seller will apply for and diligently pursue obtaining all governmental approvals for the final grading and drainage plan and other permits and approvals to complete the common access drives and utility work described in Article 1A of this Seller's Work Rider. Prior to closing, Seller will provide Purchaser with evidence acceptable to Purchaser, in Purchaser's sole opinion, that Seller has paid all fees and obtained all governmental approvals for all utilities, curb cuts, driveways and the construction of the common areas on the Shopping Center.

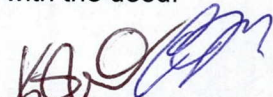
3. **Intentionally Deleted.**

4. **Warranties:** Seller will pay all costs to complete Seller's Work; provide affidavits, statements and waivers reasonably required by Purchaser or the Title Company to insure that all mechanics' and materialmen's liens and/or rights have been released or waived; perform all Seller's Work in a good, workmanlike manner; guarantee all Seller's Work for 1 year against defects in materials, faulty workmanship and design. Seller's Work must be done in compliance with all local, state and federal laws, standards and codes including, but not limited to, the Americans with Disabilities Act, at Seller's sole cost.

5. **Completion of Seller's Work:** Seller will complete Seller's Work prior to closing ("Seller's Completion Date"). If Seller has not completed Seller's Work by Seller's Completion Date, Purchaser may, in addition to all other remedies, at Purchaser's option, either (A) postpone closing until Seller's Work is complete; (B) proceed to closing; or (C) terminate this

Contract. Seller has no right to terminate this Contract if Purchaser has notified Seller that all other contingencies and/or conditions have been satisfied or waived by Purchaser and Seller has not completed Seller's Work.

If Purchaser closes, the escrow agent is authorized to record and deliver Seller's deed and withhold from the funds due Seller 1 1/2 times the cost of completing Seller's Work as the cost of all of the uncompleted items described on the Sunwood Retail Common Improvements Overall Cost Estimate (the "**Overall Estimate**") attached to the Contract as Exhibit E. After closing, Purchaser may (but is not obligated to) complete Seller's Work and be reimbursed by the escrow agent upon presentation to the escrow agent of an affidavit, setting forth Purchaser's costs and the amount of reimbursement Purchaser is entitled to under this Contract, together with invoices marked "Paid" or invoices with copies of checks paying such invoices; it being understood and agreed that the amount payable to Purchaser for any uncompleted item shall not exceed the amount of said item as set forth on the Overall Estimate, subject to unforeseen costs incurred by Purchaser in the course of performing the uncompleted items set forth on the Overall Estimate. The balance of the funds remaining, if any, will be disbursed to Seller. If the escrowed funds are insufficient to fully reimburse Purchaser, Seller is liable for the difference, provided that any amount payable by Seller under this sentence for any uncompleted item shall not exceed the amount of said item as set forth on the Overall Estimate, subject to unforeseen costs incurred by Purchaser in performing the uncompleted items of Seller's Work. Notwithstanding the foregoing, any payment to Purchaser under this Paragraph 5 shall be net of amounts that Purchaser is obligated to reimburse Seller pursuant to the Contract or the Declarations (as defined in the Contract). This provision survives closing and will not merge with the deed.



Seller's Initials



Purchaser's Initials



**CITY OF RAMSEY
DEVELOPMENT CONTRACT FOR COR TWO**

This contract (hereinafter the “Contract”) is dated as of this _____ day of _____, 2012 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA**, 7550 Sunwood Dr NW, Ramsey, MN 55303 (the “**PERMITTEE**”).

WHEREAS, the **PERMITTEE** is the owner of land legally described on the attached Exhibit A -1 (the “**PERMITTEE** Property”).

WHEREAS, Sophia-Ramsey, LLC, a Minnesota Limited Liability corporation (“Sophia-Ramsey”), is the owner of land legally described on the attached Exhibit A-2 (the “Sophia-Ramsey Property”).

WHEREAS, the **PERMITTEE** Property and the Sophia-Ramsey Property are referred to herein, collectively, as the “Subject Property.”

WHEREAS, the **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as COR TWO (the “Plat”).

WHEREAS, the Plat re-subdivides the Subject Property into Lots 1 through 5, Block 1 and Outlot A, COR TWO, Anoka County, Minnesota.

THEREFORE, THE **CITY** AND THE **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** has approved the Plat subject to the satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE’S** Execution of this Contract. That the **PERMITTEE** enter into this Contract.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy. A successor in title to the **PERMITTEE** who acquires any right, title or interest in or to all or any portion of the Subject Property in good faith and for value may rely on the recording of the Plat as conclusive evidence that this condition has been satisfied.
 - c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** and Sophia-Ramsey have authorized the **PERMITTEE’S** and Sophia-Ramsey’s execution of this Contract. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority. A successor in title to the

PERMITTEE who acquires any right, title or interest in or to all or any portion of the Subject Property in good faith and for value may rely on the recording of the Plat as conclusive evidence that this condition has been satisfied.

- d. Easements. Contemporaneous with the recording of the Plat, the **PERMITTEE** must record instruments creating valid easements for (i) ingress and egress between the each of the lots in the Plat and Sunwood Drive, as depicted on the Plat, and (ii) for the public trail located on the Property and (iii) for public and private utilities and storm water facilities the **PERMITTEE** is obligated to construct as a part of the Stage I **PERMITTEE** Improvements, to the extent such utilities and storm drainage facilities are not located within drainage and utility easements dedicated on the Plat.
2. The Plans. The term “Plans” as used in this Contract means the Final Plat Plans prepared by Landform Professional Services dated July 9, 2012, as revised July 25, 2012 and August 9th, 2012. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the July 25 and August 9, 2012 revisions to, among other things, confirm that the revisions requested in the **CITY** Staff’s July 7, 2012 review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The **CITY** may not arbitrarily or capriciously deny or delay approval of proposed revisions to the Plans or impose arbitrary or capricious conditions upon the **CITY’S** approval of proposed changes to the Plans. The Plans shall not be attached to this Contract, but are in the **CITY’S** files.
3. Stage I **CITY** Improvements. The improvements the **CITY** will construct or install are as follows:
 - a. Streets – construction of Sunwood Drive (already constructed)
 - b. Concrete curb and gutter – along Sunwood Drive (already constructed)
 - c. Street traffic control signals – for Sunwood Drive (already constructed)
 - d. Lot grading (already complete)
 - e. Sidewalks – along Sunwood Drive (already constructed)
 - f. Boulevard sodding – from back of curb to sidewalk

(“Stage I **CITY** Improvements”).

The **CITY** agrees to construct and install the Stage I **CITY** Improvements according to the terms and conditions of this Contract and in accordance with the Plans. The **CITY** must complete the construction of the Stage I **CITY** Improvements within one (1) year after the recording of the Plat.

4. Stage I **PERMITTEE** Improvements. The improvements the **CITY** requires the **PERMITTEE** to construct are as follows:

- a. Trunk and lateral sanitary sewer
- b. Trunk and lateral water main
- c. Storm drainage facilities
- d. Streets – internal shared access/private driveway
- e. Street traffic control signals – at access points to Sunwood Drive
- f. Trail development
- g. Sidewalks
- h. Electricity
- i. Phone
- j. Natural gas
- k. Boulevard sodding – from sidewalk to property line
- l. Water shut off boxes

(the “Stage I **PERMITTEE** Improvements”).

The **PERMITTEE** agrees to construct the Stage I **PERMITTEE** Improvements according to the terms and conditions of this Contract and in accordance with the Plans and the **CITY** Code.

5. Additional Requirements Related to Certain Stage I **PERMITTEE** Improvements. The **PERMITTEE** must construct and complete the Stage I **PERMITTEE** Improvements described in Sections 4(), 4() and 4(), under traffic, must bring those Stage I **PERMITTEE** Improvements up to grade and must restore existing conditions within 24 hours after _____.
6. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners prior to the installation of the underground utilities described in Sections 4(), 4() and 4().
7. Stage I **PERMITTEE** Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of _____ Dollars and No Cents (\$ _____ .00), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements. Upon completion of Stage I Improvements (including the removal of “temporary” erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.
8. Inspection Fees for the Stage I **PERMITTEE** Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of _____ Dollars and No Cents (\$ _____ .00), which amount is 5% of the City Engineer’s estimated cost of the Stage I Improvements. The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the

Stage I Improvements, acceptance by the CITY, and supported by appropriate lien waivers~~The CITY has waived the requirement that the PERMITTEE escrow funds with the CITY to secure the PERMITTEE'S obligation to reimburse the CITY for inspection services. [This inspection fee will be an obligation of future development site plans for SA, Wise, and McDonald's as part of their Development Permit/Building Permit]~~

9. Installation of the Stage I PERMITTEE Improvements. The PERMITTEE shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I PERMITTEE Improvements. The PERMITTEE must provide the CITY with copies of all necessary permits from other governmental agencies prior to or when the PERMITTEE applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I PERMITTEE Improvements and as a condition of the CITY'S release of the greater of the last ten percent (10%) or the last \$_____ of the security described in Section 7 above, the PERMITTEE shall provide the CITY with a complete set of reproducible "As Built" plans for the Stage I PERMITTEE Improvements.
10. Time of Performance for the Stage I PERMITTEE Improvements. The PERMITTEE must complete the Stage I PERMITTEE Improvements within one (1) year after the recording of the Plat.
11. Ownership of the Stage I PERMITTEE Improvements. The PERMITTEE owns the Stage I PERMITTEE Improvements until the CITY'S acceptance of the Stage I PERMITTEE Improvements. Title to the Stage I PERMITTEE Improvements automatically passes to the CITY upon the CITY'S written acceptance of the Stage I PERMITTEE Improvements. Except to the extent the CITY has accepted all or portions of the Stage I PERMITTEE Improvements, in writing, prior to the lapse, expiration, or other termination of the CITY'S financial guaranty described in Section 7 and except to the extent the CITY and the PERMITTEE may agree, in writing, to defer the CITY'S acceptance of certain specified Stage I PERMITTEE Improvements, the CITY is deemed to have accepted the Stage I PERMITTEE Improvements when the CITY releases the financial guaranty described in Section 7 or allows such financial guarantee to lapse, expire or otherwise terminate.
12. Stage I PERMITTEE Improvements License. THE PERMITTEE hereby grants the CITY and the CITY'S agents, employees, officers, and contractors an irrevocable license to enter the PERMITTEE Property to perform all necessary work and/or inspections the CITY deems appropriate during the PERMITTEE'S installation of the Stage I PERMITTEE Improvements. The license shall expire after the CITY accepts ownership of Stage I PERMITTEE Improvements.
13. Stage II CITY Improvements. The future improvements the CITY must construct or install are as follows:

- a. Installation of boulevard streetlights consistent with the COR Master Lighting Plan and the CITY'S Street Light policy

(the "Stage II CITY Improvements"). The CITY must complete the construction of the Stage II CITY Improvements within one (1) year after the date upon which the Plat is recorded.

14. Stage II PERMITTEE Improvements. The future improvements the PERMITTEE must construct or install are as follows:

- a. Installation of survey monumentation.

(the "Stage II PERMITTEE Improvements"). The PERMITTEE must complete the construction of the Stage II PERMITTEE Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II PERMITTEE Improvements in accordance with the Plans.

15. Stage I and Stage II Improvements to Outlot A. The PERMITTEE acknowledges and agrees that the Stage I PERMITTEE Improvements and the Stage II PERMITTEE Improvements address only the CITY'S requirements with respect to Lots 1 through 5, Block 1 COR TWO. The PERMITTEE acknowledges and agrees that when the PERMITTEE or its successors in title re-plat Outlot A, COR TWO the CITY may require, as a condition of its approval of the re-plat, that the PERMITTEE or its successor in title execute a new Development Agreement establishing Stage I PERMITTEE Improvements and Stage II PERMITTEE Improvements with respect to the property currently described as Outlot A, COR TWO.
16. Financial Guaranty for Stage II PERMITTEE Improvements. The CITY does not require a financial guaranty to secure the PERMITTEE'S obligation to construct the PERMITTEE Stage II Improvements.
17. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I PERMITTEE Improvements is installed, the PERMITTEE shall clear any soil, earth, or debris from the streets. From time to time, the CITY may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I PERMITTEE Improvements. It shall be the PERMITTEE'S responsibility to pay the costs associated with this necessary street cleaning. Invoices from the CITY to the PERMITTEE for such costs shall be paid within fifteen (15) days of the date of the invoice.
18. Payment of Development Fee's. The PERMITTEE must pay to the CITY the fees described on Exhibit C which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Construction (Trunk)

Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees and Street Light and Street Light Operation and Maintenance Fees.

19. Requirements for Building and Occupancy Permits.

- a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey that includes the survey information described on Exhibit B; c.) the financial guaranty described in Section 7 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the **CITY**; and
- b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I **PERMITTEE** Improvements.

20. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default (except as provided in subsection (a) below and in Section 7 above with respect to expiring letters of credit) and the **PERMITTEE** fails to cure the default within said thirty (30) the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the

PERMITTEE must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within ___ days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said ___ day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Contract to reimburse itself for the expenses the **CITY** incurs to perform the work. This 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 **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedied available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 7 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 21 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 20(d).

21. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Contract is for any reason invalid,

such decision shall not affect the validity of the remaining portion of this Contract.

- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

- c. Compliance with Laws and Regulations. The **PERMITTEE** 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 **PERMITTEE** does comply. Upon the **CITY'S** demand shall cease work until there is compliance.

- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

- e. Boulevard and Wetland Restoration. The **PERMITTEE** 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 approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

- f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- g. Constructing Site Maintenance. The **PERMITTEE** shall adhere to all of the **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 Contract as to **PERMITTEE** Stage I and **PERMITTEE** Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

- i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final 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 **PERMITTEE** agree to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this 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.

- l. Estoppel Certificates and Certificate of Completion. Within ten (10) days after a written request from the **PERMITTEE**, the **CITY** will provide the **PERMITTEE** and any third party who is purchasing all or any portion of the **PERMITTEE** Property or to whom the **PERMITTEE** is granting a mortgage on all or any portion of the **PERMITTEE** Property with a written estoppel certificate stating: (i) that this Contract remains in full force and effect or that this Contract has been terminated; (ii) that this Contract has not been modified or amended or, if this Contract has been modified or amended, identifying such modifications or amendments; (iii) the type and amount of any security the **CITY** is holding to secure the performance of the **PERMITTEE'S** obligations under this Contract; (iv) that, to the best of the **CITY'S** actual knowledge, the **PERMITTEE** is not in default in the performance of the **PERMITTEE'S** obligations under this Contract or, if the **CITY** has knowledge of **PERMITTEE** defaults, describing those defaults; and (v) that, to the best of the **CITY'S** actual knowledge, the **CITY** is not in default in the performance of the **CITY'S** obligations under this Contract or, if the **CITY** has knowledge of **CITY**

defaults, describing those defaults. At any time that the **PERMITTEE** believes it has fully performed its obligations under this Contract, the **PERMITTEE** may so notify the **CITY** and the **CITY** shall promptly inspect the Subject Property to determine if the **PERMITTEE** has full performed its obligations under this Contract. Within ten (10) days after the **CITY'S** inspection the **CITY** must provide the **PERMITTEE** with either a detailed written description of the **PERMITTEE** obligations which the **CITY** determines the **PERMITTEE** has not fully performed or a recordable instrument executed by the **CITY'S** mayor and **CITY** administrator evidencing the termination and satisfaction of this Contract.

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

TO PERMITTEE:

The Housing and Redevelopment Authority in and for the
City of Ramsey
Attn: Executive Director
7550 Sunwood Drive
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

THE PERMITTEE:

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF
RAMSEY, MINNESOTA

By: _____
Its: Chair

By: _____
Its: Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ ,
2012, by _____ and _____ the Chair and Executive Director of
The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a body
politic and corporate organized under the laws of the State of Minnesota on behalf of the
Authority.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2012, by Bob Ramsey and JoAnn M. Thieling, the Mayor and the City Clerk of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

This document drafted by:
CITY of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Randall and Goodrich, PLC
2140 Fourth Ave N
Anoka, MN 55303

EXHIBIT A-1

Legal Description of the PERMITTEE Property

Outlots F, G and H, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota,
according to the recorded plat thereof.

EXHIBIT A-2

Legal Description of the Sophia-Ramsey Property

Lots 1 and 2 and Outlot A, RAMSEY TOWN CENTER 3RD ADDITION, Anoka County, Minnesota, according to the recorded plat thereof.

EXHIBIT B

Survey Requirements

EXHIBIT C

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2012 Park Dedication Fee applicable to the Plat is \$4,738 per net developable acre. **PERMITTEE** must pay a Park Dedication Fee of Eighteen Thousand Eight Hundred Ten Dollars and No Cents ($\$4,738 \times 3.97$ acres = **\$18,810.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2012 Trail Development Fee applicable to the Plat is \$1,090 per net developable acre. **PERMITTEE** must pay a Trail Development Fee of Four Thousand Three Hundred Twenty Seven Dollars and No Cents ($\$1,090 \times 3.97$ acres = **\$4,327.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. The 2012 Sewer Trunk Fee applicable to the Plat is \$3,824 per net developable acre. **PERMITTEE** must pay a Sewer Trunk Fee of Fifteen Thousand One Hundred Eighty One Dollars and No Cents ($\$3,824 \times 3.97$ acres = **\$15,181.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. The 2012 Water Trunk Fee applicable to the Plat is \$8,337 per net developable acre. **PERMITTEE** must pay a Water Trunk Fee of Thirty Three Thousand Ninety Eight Dollars and No Cents ($\$2,226 \times 3.97$ acres = **\$33,098.00**). *[To get the math to work in this paragraph, I assumed this was a per acre charge. Is that correct?]* Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
5. Sanitary Sewer Lateral Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Lateral Fee requirements. The 2012 Sanitary Sewer Lateral Fee is \$3,847 per connection and the Plat will result in three (3) new connections, so the Sanitary Sewer Lateral Fee is Eleven Thousand Five Hundred Forty One Dollars and No Cents ($\$3,847 \times 3$ connections = **\$11,541.00**). The **CITY** Engineer estimates that the cost of installing private sanitary sewer lines is \$23,600. Because the estimated cost of installing private sanitary sewer lines exceeds the Sanitary Sewer Lateral Fee, the **PERMITTEE** is not obligated to pay the Sanitary Sewer Lateral Fee.
6. Water Lateral Fees. The **PERMITTEE** is responsible for satisfying applicable Water Lateral Fee requirements. The 2012 Water Lateral Fee is \$8,777 per connection, and the Plat will result in three (3) new connections, so the Water

Lateral Fee is Twenty Six Thousand Three Hundred Thirty One Dollars and No Cents ($\$8,777 \times 3$ connections = **\\$26,331.00**). The CITY Engineer estimates that the cost of installing private water lines is \$33,612. Because the estimated cost of installing private water lines exceeds the Water Lateral Fee, the **PERMITTEE** is not obligated to pay the Water Lateral Fee.

7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2012 Stormwater Management Fee \$4,465 per net developable acre. **PERMITTEE** must pay a Stormwater Management Fee of Seventeen Thousand Seven Hundred Twenty Six Dollars and No Cents ($\$4,465 \times 3.97$ acres = **\\$17,726.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
8. Street Light and Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for satisfying applicable Street Light and Three Year Street Light Operation and Maintenance Fee requirements. The 2012 Street Light Fee for The COR is \$2,600 per light, and the Plat will result in the installation of 12 lights. **PERMITTEE** must pay a Street Light Fee of Thirty One Thousand Two Hundred Dollars and No Cents ($\$2,600 \times 12$ lights = **\\$31,200.00**). The 2012 Street Light Operation and Maintenance Fee for The COR is \$294 per light. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of Three Thousand Five Hundred Dollars Twenty Eight Dollars and No Cents ($\$294 \times 12$ lights = **\\$3,528.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
9. Development Fees for the Outlot A. The **PERMITTEE** agrees none of the above fees are being collected for the Outlot A and therefore Outlot A is subject to similar fees at a future date when it is platted for development.