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ALLOCATION AGREEMENT

THIS ALLOCATION AGREEMENT (this "Agreement"), is made and entered into as of December 16, 2003, by and between **RAMSEY TOWN CENTER LLC**, a Minnesota limited liability company ("Seller"), **D.R. HORTON, INC.-MINNESOTA**, a Delaware corporation, ("Purchaser"), and **CITY OF RAMSEY**, a Minnesota municipal corporation (the "City")

RECITALS

A Seller and the City have entered into that certain Master Development Agreement for Ramsey Town Center, dated September 17, 2003, recorded Sept. 24, 2003 as Document No * (Anoka County Abstract) and Document No _____ (Anoka County Torrens) (the "Master Development Agreement").

* 446333 (Torrens) 1854364 (Abstract)

B. Seller and Purchaser have entered into that certain Option Contract, dated as of August 4, 2003 (the "Option Contract"), with respect to a portion of the real property governed by the Master Development Agreement. The property subject to the Option Contract is legally described on the attached Exhibit A and referred to herein as the "Property."

C Pursuant to the Option Contract, Purchaser intends to acquire finished residential lots from Seller, and accordingly, Seller shall be the Secondary Developer for the Property, although plans are not yet sufficiently developed to submit a development proposal to the City

D. Pursuant to Section 14.1(a) of the Master Development Agreement, Seller may convey the Property to Purchaser if the City joins in an agreement with Seller and Purchaser describing the allocation of rights and obligations under the Master Development Agreement.

E Seller and Purchaser desire that this Agreement serve as the agreement describing the allocation of rights and obligations under the Master Development Agreement

F As part of the development of Final Plans for the Property, Seller and the City shall enter into one or more Secondary Development Agreements that will implement the allocation of rights and obligations established hereby with respect to the Property.

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

1 Master Development Agreement Purchaser acknowledges and agrees that the Property remains subject to the Master Development Agreement Except to the extent expressly modified in this Agreement, Seller and Purchaser are both subject to all of the restrictions in the Master Development Agreement that relate to the Property, Seller remains liable for the performance of all of the Developer's obligations under the Master Development Agreement and the City remains liable to Seller for the performance of all of the City's obligations under the Master Development Agreement Except as expressly set forth in this Agreement, Purchaser is not liable to the City for the performance of the Developer's obligations under the Master Development Agreement and the City is not liable to Purchaser for the performance of the City's obligations under the Master Development Agreement Except as expressly set forth in this

Agreement, any rights under the Master Development Agreement that this Agreement grants to Purchaser and any obligations under the Master Development Agreement that this Agreement imposes upon Purchaser relate only to the portions of the Property Purchaser actually acquires. Except as expressly set forth in this Agreement, if Purchaser does not acquire any portion of the Property, Purchaser shall acquire no rights and assume no obligations under the Master Development Agreement with respect to such portion of the Property.

2. Purchaser's Rights and Obligations under the Master Development Agreement.
Purchaser's rights and obligations under the Master Development Agreement with respect to the Property shall be as follows.

a. Both Seller and Purchaser shall have the benefit of Section 4.7 of the Master Development Agreement, such that either Seller or Purchaser may enforce Section 4.7 against the City. Notwithstanding the foregoing, Purchaser may enforce Section 4.7 of the Master Development Agreement only with respect to that portion of the Property in which Purchaser has rights, either as option holder or fee owner. So long as Purchaser has rights in any portion of the Property, as option holder, both Seller and Purchaser must consent, in writing, to any requested change to the RTC Controls that affect that portion of the Property. So long as Purchaser has rights in any portion of the Property, as fee owner, Purchaser must consent, in writing, to any requested change to the RTC Controls that affect that portion of the Property.

b. Seller shall be solely responsible for obtaining all permits and payment of all fees associated with all permits required for development of the Property, except for the building permit for each residential unit to be constructed on the Property (including the fee for issuance of each such building permit), which shall be the responsibility of Purchaser. Purchaser acknowledges and agrees that the current fee for issuance of each building permit for a residential lot includes (i) the "Sanitary Sewer Connection charge/res. Equivalent" (\$577.00 per residential unit for calendar year 2003) and (ii) the "Water Connection charge/res. Equivalent" (\$1,285.00 per residential unit for calendar year 2003) as set forth in Exhibit G to the Master Development Agreement. Purchaser acknowledges and agrees that to obtain a building permit with respect to each of the residential lots included within the Property, the City's requirements may include, without limitation, an obligation for Purchaser to (i) install utilities from the point Seller is required to stub the utilities pursuant to the Option Contract to the point the utilities connect to the residential unit on each such residential lot, (ii) pave driveways and any sidewalks within each such residential lot, and (iii) landscape each such residential lot.

c. Purchaser acknowledges that it is subject to and bound by the terms of Section 4.18 (Special Service District—Park Improvements) and waives the right to object to the establishment of the special service district, waives its right to appeal the establishment of the special service district, and waives its right to file an objection to the ordinance, pursuant to Minn. Stat. Ch. 428A as cited in Section 4.18, with respect to the Property.

d. Purchaser acknowledges that it is subject to and bound by the terms of Section 4.19 (Special Service District—AUAR Roadway Improvements) and waives the

right to object to the establishment of the special service district, waives its right to appeal the establishment of the special service district, and waives its right to file an objection to the ordinance, pursuant to Minn. Stat. Ch 428A as cited in Section 4 19, with respect to the Property

e Purchaser agrees to enter into an escrow agreement, in form and substance satisfactory to Seller, Purchaser and the City, as contemplated by Sections 7.7, 7.13 and 9 7 of the Master Development Agreement, with respect to Purchaser's acquisition of each portion of the Property, which shall include the consents and waivers by Purchaser required thereby

3 Seller's Rights and Obligations under the Master Development Agreement.

Except to the extent provided otherwise in Section 2 above, Seller shall have all rights and obligations of the Developer under the Master Development Agreement with respect to the Property. Without limiting the generality of the foregoing, Seller agrees as follows with respect to the Property:

a Any payments or obligations to the City arising under the Master Development Agreement or any Secondary Development Agreement relating to the Property are the sole responsibility of Seller, except to the extent Purchaser has expressly assumed such payments or other obligations in writing. Without limiting the generality of the foregoing, Seller shall be responsible for the payment of all park and trail fees pursuant to Section 4.12 of the Master Development Agreement

b Seller shall be responsible for complying with Section 4.14 (preparation of final plans for grading within a phase) of the Master Development Agreement with respect to the Property. In addition, Seller agrees to rough and final grade all of the residential lots that Purchaser elects to purchase.

c Seller agrees to enter into an escrow agreement, in form and substance satisfactory to Seller, Purchaser and the City, as contemplated by Sections 7.7, 7 13 and 9.7 of the Master Development Agreement, at each closing with respect to the Property and to escrow the amounts required thereby

This Section 3 is an agreement between Seller and Purchaser, and is not binding on the City.

4. City Agreement. The City hereby agrees as follows

a. The City, Seller and Purchaser agree that for purposes of Section 4 16 of the Master Development Agreement, the total taxable market value of the residential Development to be constructed on the Property upon complete build out is deemed to be \$241,815,000 00. To ensure that Purchaser's development of the Property is not delayed due to a failure of Seller to commence construction of non-residential Development sufficient to comply with Section 4 16 of the Master Development Agreement, the City agrees not to approve Final Plans for residential Development on portions of the Subject Property other than the Property until (i) non-residential benchmarks set forth in Section 4 16 of the Master Development Agreement are achieved which permit such additional residential Development (EXAMPLE. If the \$19,271,537 00 non-residential

Development benchmark is achieved, the City may approve Final Plans for only an additional \$48,363,000.00 of residential Development, because \$241,815,000.00 of residential Development is hereby reserved for the Property.); (ii) the City waives the applicability of Section 4.16 of the Master Development Agreement to such additional residential Development, or (iii) Purchaser's option rights with respect to a portion of the Property expire or are terminated prior to Purchaser's acquisition of fee title to such portion of the Property. If Purchaser's option rights with respect to a portion of the Property expire or are terminated prior to Purchaser's acquisition of fee title to such portion of the Property, the City may, pursuant to subsection (iii) above, approve Final Plans for residential Development on portions of the Subject Property other than the Property, provided, however, the total taxable market value of the residential Development the City approves pursuant to subsection (iii) may not exceed an amount equal to the product of \$241,815,000.00 and a fraction the numerator of which is the number of square feet within that portion of the Property with respect to which Purchaser's option rights have expired or have terminated and the denominator of which is the total number of square feet within the Property. If Purchaser's option rights with respect to a portion of the Property expire or are terminated before Purchaser acquires fee title to that portion of the Property, Seller may submit an affidavit to the City certifying that Purchaser's option rights have expired or terminated with respect to a stated area of the Property, and the City may rely on such affidavit, without inquiry, for purposes of approving Final Plans pursuant to subsection (iii) above. If the Property is totally built out with residential dwellings and the total taxable market value of the Property is less than \$241,815,000.00, the actual total taxable market value of the Property shall thereafter be used in making any further determinations of whether benchmarks have been satisfied under Section 4.16.

b The City's remedies under Section 15.1 of the Master Development Agreement are hereby modified as follows with respect to each portion of the Property (so long as Purchaser has option rights or fee ownership with respect to such portion of the Property).

(1) The City shall provide Purchaser with Formal Notice of default by Seller under the terms of the Master Development Agreement, if the default specifically relates to the construction of improvements necessary for the Development of all or any portion of the Property, at the same time the City gives notice to Seller, and Purchaser shall have the same cure rights as Seller has under the Master Development Agreement. For purposes of such Formal Notice, Purchaser's address shall be D.R. Horton, Inc.-Minnesota, 20860 Kenbridge Court, Suite 100, Lakeville, MN 55044, with a copy to D.R. Horton, Inc.-Minnesota, Emerald Corporate Office, 1525 Lake Front Circle, The Woodlands, Texas, Attn: Randall Birdwell, with a copy to John C. Kuehn, Esq., Leonard, Street and Demard P A , 150 South Fifth Street, Suite 2300, Minneapolis, MN 55402, or to such other address as Purchaser shall have previously designated by Formal Notice given by Purchaser to the City in accordance with the "Formal Notice" provision in the Master Development Agreement. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as

provided above; provided, that a notice not given as provided above is, if it is in writing, deemed given if and when actually received by a party

(2) The City hereby grants Purchaser the right to provide the City with assurances that Purchaser will cure Seller's defaults under the Master Development Agreement that specifically relate to the construction of improvements necessary for the Development of all or any portion of the Property, and the right to perform Seller's obligations under the Master Development Agreement that specifically relate to the construction of improvements necessary for the Development of all or any portion of the Property as contemplated in Section 15.1(b) of the Master Development Agreement. If the City deems the assurances the Purchaser provides to be adequate and the Purchaser commences and continues performance of Seller's obligations under the Master Development Agreement in conformance with such assurances, the City agrees not to suspend any work, improvement or obligation to be performed by the City that is necessary for the Development of all or any portion of the Property as a result of such Seller default

(3) Under Section 15.1(d) of the Master Development Agreement, the City will not deny building permits for buildings within a Phase of the Property and will not withhold approval of Final Plans for any residential units on any residential lots within a Phase of the Property if the default under the terms of the Master Development Agreement does not specifically relate to the construction of improvements necessary for the Development of all or any portion of the Phase or, if the default does specifically relate to the construction of improvements necessary for the Development of all or any portion of the Phase, until Purchaser has received notice and had an opportunity to cure as provided above. The City agrees that Seller's default in the performance of one or more of the obligations the letters of credit described in Sections 7.2(c) and 7.8(d) of the Master Development Agreement secure do not specifically relate to the construction of improvements necessary for the development of all or any portion of a Phase, and the City agrees not to deny building permits for buildings within a Phase of the Property and not to withhold approval of Final Plans for any residential units on any residential lots within a Phase of the Property if the Seller defaults in the performance of one or more of the obligations the Letters of Credit described in Sections 7.2(c) and 7.8(d) of the Master Development Agreement secure

(4) To the extent a default by Seller under the Master Development Agreement specifically relates to the construction of improvements necessary for the Development of all or any portion of the Property, Purchaser's construction of the improvements that Seller is obligated to construct pursuant to the Master Development Agreement shall be deemed a cure of any default of Seller relating to the failure to construct such improvements, and the City agrees to accept Purchaser's performance as performance by Seller.

For purposes of the various subsections of this Section 4(b), the question of whether a default relates to the construction of improvements necessary for the Development of all

or any portion of the Property or a Phase within the Property shall be based on a reasonable determination by the City.

c Seller and the City agree that the security delivered to secure Seller's obligations under Section 10 1(a) of the Master Development Agreement or under any Secondary Development Agreement pertaining to the Property shall be established separately such that there shall be clearly identified separate security for any obligations that specifically relate to the construction of improvements necessary for the Development of all or any portion of the Property All of the separate security described above in this subsection c. delivered by Seller to the City that specifically relates to the construction of improvements necessary for the Development of all or any portion of the Property shall be collectively called the "Property Security " The City may use the Property Security only to secure Seller's obligations that specifically relate to the construction of improvements necessary for the Development of all or any portion of the Property Purchaser acknowledges and agrees that the City is not obligated to require Seller to provide all of the security the Master Development Agreement contemplates, and the City's determination of the amount of the Property Security the City will require from time to time shall be final and binding on Purchaser If Seller defaults in the performance of one or more of Seller's obligations secured by the Property Security, the City shall give Seller and Purchaser notice of the default pursuant to the terms of the Master Development Agreement and Section 4(b) above. If the default is cured to the satisfaction of the City and Purchaser delivers to the City an affidavit stating (i) that Purchaser cured all or some portion of the default at Purchaser's cost and expense, and (ii) the amount of the costs and expenses Purchaser incurred to cure the default, and if the affidavit is accompanied by paid invoices, lien waivers or other evidence the City may reasonably request to justify Purchaser's claim for reimbursement, Seller agrees that the City may and the City agrees that the City will promptly draw on the Property Security (to the extent permitted under the terms of the Property Security, if the Property Security is a Letter of Credit) to the extent necessary to reimburse Purchaser for the lesser of (i) the amount set forth in Purchaser's affidavit, or (ii) the total amount of the Property Security allocable to the work Purchaser performed, as determined by the City, and the City will, within 10 business days after the City's receipt of the proceeds of the draw, tender to the Purchaser such lesser amount Seller and Purchaser acknowledge and agree that the City will need to exercise judgment in determining any amount of reimbursement to be made to Purchaser. Accordingly, Seller and Purchaser agree that the City may rely on Purchaser's affidavit without inquiry and the City's determination of the amount of reimbursement to be made to Purchaser shall be final and binding on Seller and Purchaser The City's right to require Purchaser to submit invoices, lien waivers or other evidence that the City may reasonably request to justify Purchaser's claim for reimbursement is for the benefit of the City, and Seller agrees that Seller shall have no claim against the City if the City elects not to require invoices, lien waivers or other evidence to justify Purchaser's claim for reimbursement or for the City's failure to investigate the accuracy of any invoices, lien waivers or other evidence provided Any Letter of Credit that is posted as a part of the Property Security shall provide that the City may draw on the Letter of Credit to pay Purchaser if Purchaser cures a default as provided in this Section 4(c). Purchaser acknowledges that any security the City requires Seller to post is for the benefit of the City Accordingly, the City shall have no liability to

Purchaser for failing to require Seller to post security or for permitting any security to lapse

d. The City agrees to use reasonable efforts to provide to Purchaser, by facsimile and by U.S. mail, written notice of all meeting time, dates, locations and agendas of the Ramsey Town Center Review Board, and Purchaser shall be entitled to attend and participate in all such Review Board meetings, provided, however, the City shall have no liability for failure to provide such notice and the failure to provide such notice shall not prejudice the effectiveness of any action taken at any such meetings.

e. The City hereby consents to the conveyance of the Property from Seller to Purchaser

f. The City acknowledges and agrees that, except as specifically amended herein and as described in this Section 4(f), the Master Development Agreement is in full force and effect and has not been modified or amended; and there are no defaults under the Master Development Agreement or facts or circumstances which with the passing of time or giving of notice would constitute a default on the part of either Seller or the City under the Master Development Agreement. Notwithstanding the terms of Section 10.1 of the Master Development Agreement, the City has allowed the Developer to commence the first phase of the mass grading and storm water management system construction without requiring the Developer to submit a letter of credit in an amount equal to 125% of the full cost of the mass grading for the Subject Property and 125% of the cost of the storm water management system which is a part of the first phase. Instead, the City has allowed the Developer to commence specified mass grading and storm water management system construction based on a letter of credit in a amount the City deems sufficient to secure the Developer's performance of the specified activities.

5 Option Contract. The Option Contract sets forth the rights and obligations of Seller and Purchaser with respect to each other. In the event of any ambiguity or contradiction between the terms of this Agreement and the Option Contract, the terms of the Option Contract shall control. This Section 5 shall not be binding upon the City

6 Miscellaneous Provisions

a. The terms, provisions, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

b. The paragraph headings used in this Agreement are for convenience purposes only, and shall not be used in the interpretation of this Agreement.

c. Failure of a party to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition

d This Agreement cannot be varied except by written agreement executed by Seller, Purchaser and the City

e If any items, terms, or provisions contained in this Agreement are in conflict with any applicable Federal, state, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect

f Nothing contained herein is intended to make, nor shall it ever be construed to make, Seller and Purchaser partners or joint venturers.

g The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

h In the event Seller or Purchaser breaches any of the terms, provisions, covenants, or agreements contained in this Agreement and Seller and Purchaser become involved in litigation with regard to breach hereof, the prevailing party shall be entitled to be paid its reasonable attorneys' fees

i Purchaser represents and warrants to the City that Purchaser is a Delaware corporation and is in good standing under the laws of the State of Minnesota. The individual executing this Agreement on behalf of Purchaser is duly authorized to execute this Agreement on behalf of Purchaser.

j All capitalized terms used in this Agreement but not defined herein shall have the meanings set forth in the Master Development Agreement

IN WITNESS WHEREOF, Seller, Purchaser and City have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date first above written

SELLER:

RAMSEY TOWN CENTER LLC
a Minnesota limited liability company

Telephone: (763) 757-2926
Facsimile: (763) 757-0649

By [Signature]
Name: John P. Foges
Its: President

Date: 12/16/03

PURCHASER:

D R HORTON, INC -MINNESOTA
a Delaware corporation

Telephone (952) 985-7272
Facsimile: (952) 985-7800

By [Signature]
Neil G. Hansen
President

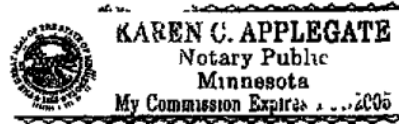
Date: 12-16-03

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 16 day of December, 2003, by John Steys the President of the RAMSEY TOWN CENTER LLC, a Minnesota limited liability company, on behalf of the company

Karen C. Applegate
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)



The foregoing instrument was acknowledged before me this 16 day of December, 2003, by Neil G Hansen, the President of D R HORTON, INC -MINNESOTA, a Delaware corporation, on behalf of the corporation

Karen C. Applegate
Notary Public



PROPERTY DESCRIPTION
D. R. HORTON ALLOCATION AGREEMENT
January 14, 2004
PARCEL 1

All that part of OUTLOT BB, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, described as follows

Beginning at the southeast corner of said OUTLOT BB; thence on an assumed bearing of North 0 degrees 02 minutes 49 seconds West along the easterly line of said OUTLOT BB for 616.15 feet; thence on a bearing of WEST for 713.87 feet, thence on a bearing of NORTH for 307.62 feet to the northerly line of said OUTLOT BB; thence North 89 degrees 42 minutes 54 seconds West along said northerly line for 577.10 feet to the northwest corner of said OUTLOT BB; thence on a bearing of SOUTH along the westerly line of said OUTLOT BB for 112.96 feet to a point of curvature in said westerly line; thence southerly for 133.43 feet along said westerly line along a tangential curve concave to the west, radius 1040.00 feet and central angle 07 degrees 21 minutes 03 seconds to a point of tangency in said westerly line; thence South 07 degrees 21 minutes 03 seconds West along said westerly line for 100.00 feet to a point of curvature in said westerly line; thence southerly for 123.16 feet along said westerly line along a tangential curve concave to the east, radius 960.00 feet and central angle 07 degrees 21 minutes 03 seconds, to a point of tangency in said westerly line; thence on a bearing of SOUTH along said westerly line for 262.98 feet to the southwest corner of said OUTLOT BB; thence northeasterly for 162.37 feet along the southerly line of said OUTLOT BB along a non-tangential curve concave to the northwest, radius 677.00 feet and central angle of 13 degrees 44 minutes 29 seconds, the chord of said curve bears North 76 degrees 47 minutes 46 seconds East to a point of tangency in said southerly line; thence North 69 degrees 55 minutes 32 seconds East along said southerly line for 102.08 feet to a point of curvature in said southerly line; thence easterly for 451.97 feet along said southerly line along a tangential curve concave to the south, radius 573.00 feet and central angle 45 degrees 11 minutes 37 seconds to a point of compound curvature in said southerly line, thence southeasterly 325.23 feet along said southerly line along a compound curve, concave to the southwest, radius 1258.00 feet and central angle of 14 degrees 48 minutes 46 seconds to a point of reverse curvature in said southerly line, thence southeasterly for 220.93 feet along said southerly line along a reverse curve concave to the northeast, radius 317.00 feet and central angle of 39 degrees 55 minutes 55 seconds to a point of tangency in said southerly line; thence on a bearing of EAST along said southerly line for 150.28 feet to the point of beginning.

DRHORTONAAPARCEL1rev#2

PROPERTY DESCRIPTION
D R HORTON ALLOCATION AGREEMENT
January 14, 2004
PARCEL 2

All that part of OUTLOT U, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows.

Beginning at the northeast corner of said OUTLOT U; thence on an assumed bearing of North 89 degrees 42 minutes 54 seconds West along the northerly line of said OUTLOT U for 1149.17 feet, thence on a bearing of SOUTH for 82.14 feet; thence southeasterly for 201.88 feet along a non-tangential curve concave to the southwest, radius 297.01 feet and central angle 38 degrees 56 minutes 37 seconds, the chord of said curve bears South 28 degrees 13 minutes 33 seconds East; thence on a bearing of EAST for 440.94 feet, thence on a bearing of SOUTH for 372.81 feet to the southerly line of said OUTLOT U; thence easterly for 75.84 feet along said southerly line along a non-tangential curve concave to the south, radius 1023.00 feet and central angle 04 degrees 14 minutes 50 seconds, the chord of said curve bears South 79 degrees 35 minutes 59 seconds East, to a point of tangency in said southerly line; thence South 77 degrees 28 minutes 34 seconds East along said southerly line for 378.28 feet to a point of curvature in said southerly line, thence easterly for 142.66 feet along said southerly line along a tangential curve concave to the north, radius 677.00 feet and central angle 12 degrees 04 minutes 25 seconds to the southeast corner of said OUTLOT U; thence on a bearing of NORTH along the easterly line of said OUTLOT U for 267.08 feet to a point of curvature in said easterly line; thence northerly for 133.43 feet along said easterly line along a tangential curve concave to the west, radius 1040.00 feet and central angle of 07 degrees 21 minutes 03 seconds to a point of tangency in said easterly line, thence North 07 degrees 21 minutes 03 seconds East along said easterly line for 100.00 feet to a point of curvature in said easterly line; thence northerly for 123.16 feet along said easterly line along a tangential curve concave to the west, radius 960.00 feet and central angle 07 degrees 21 minutes 03 to a point of tangency in said easterly line, thence on a bearing of NORTH along said easterly line for 113.35 feet to the point of beginning

DRHORTONAAPARCEL2rev#2

no

PROPERTY DESCRIPTION
D R. HORTON ALLOCATION AGREEMENT
January 14, 2004
PARCEL 3

All that part of OUTLOT J, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said OUTLOT J, thence on an assumed bearing of North 89 degrees 42 minutes 57 seconds West along the northerly line of said OUTLOT J for 43.54 feet to a point of curvature in said northerly line; thence westerly for 106.64 feet along said northerly line along a tangential curve concave to the north, radius 1159.07 feet and central angle 05 degrees 16 minutes 17 seconds, to the actual point of beginning, thence continue westerly and northwesterly for 759.73 feet along said northerly line along last described curve, radius 1159.07 feet and central angle 37 degrees 33 minutes 20 seconds to a point of tangency in said northerly line ; thence North 46 degrees 53 minutes 20 seconds West along said northerly line for 195.47 feet to the northwest corner of said OUTLOT J, thence South 23 degrees 43 minutes 04 seconds West along the westerly line of said OUTLOT J for 283 83 feet to the most westerly corner of said OUTLOT J, thence southeasterly for 417.03 feet along the boundary of said OUTLOT J along a non-tangential curve concave to the southwest, radius 628 00 feet and central angle 38 degrees 02 minutes 51 seconds, the chord of said curve bears South 35 degrees 27 minutes 35 seconds East to a point of reverse curvature in said boundary; thence southeasterly for 302.86 feet along said boundary along a tangential reverse curve concave to the northeast, radius 702.00 feet and central angle 24 degrees 43 minutes 09 seconds; thence North 23 degrees 43 minutes 04 seconds East for 288.62 feet; thence South 66 degrees 16 minutes 56 seconds East for 279 25 feet, thence southeasterly for 94 17 feet along an tangential curve concave to the northeast, radius 470.00 feet and central angle 11 degrees 28 minutes 48 seconds; thence northeasterly for 200 83 feet along a non-tangential curve concave to the southeast, radius 297 01 feet and central angle 38 degrees 44 minutes 34 seconds, the chord of said curve bears North 28 degrees 16 minutes 27 seconds East; thence on a bearing of NORTH for 119 20 feet to the point of beginning

DRHORTONAAPARCEL3rev#2

no

PROPERTY DESCRIPTION
D. R. HORTON ALLOCATION AGREEMENT
January 14, 2004
PARCEL 4

OUTLOT F, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

DRHORTONAAPARCEL4rev#3

yr

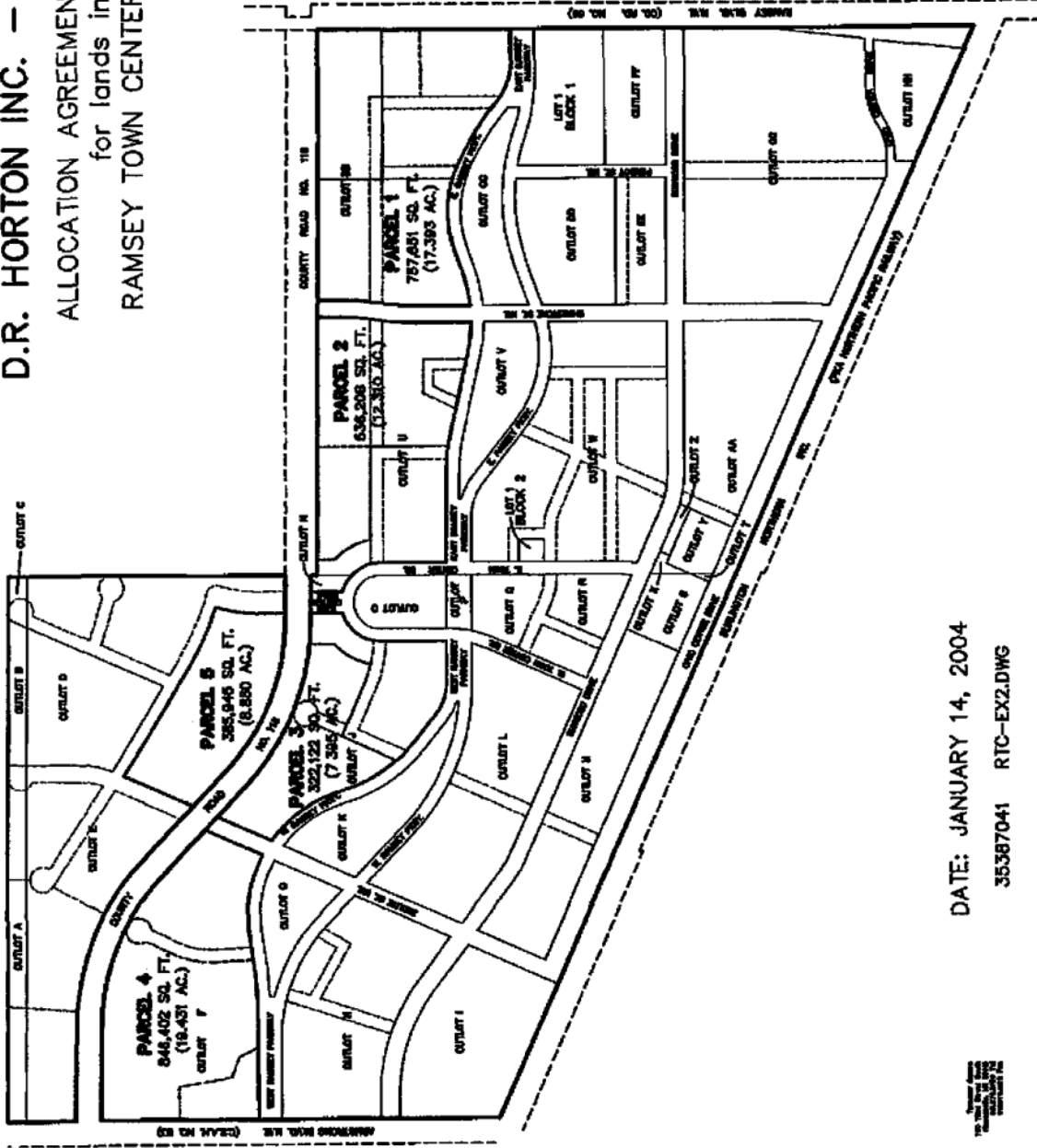
PROPERTY DESCRIPTION
D R. HORTON ALLOCATION AGREEMENT
January 14, 2004
PARCEL 5

All that part of OUTLOT E, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows

Commencing at the southeast corner of said OUTLOT E; thence on an assumed bearing of North 89 degrees 42 minutes 57 seconds West along the southerly line of said OUTLOT E for 177.29 feet to the actual point of beginning; thence continue North 89 degrees 42 minutes 57 seconds West along said southerly line for 42.94 feet to a point of curvature in said southerly line; thence westerly and northwesterly for 776.67 feet along said southerly line along a tangential curve concave to the northeast, radius 1039.07 feet and central angle 42 degrees 49 minutes 37 seconds to a point of tangency in said southerly line; thence North 46 degrees 53 minutes 20 seconds West along said southerly line for 237.71 feet, thence North 23 degrees 43 minutes 04 seconds East for 357.01 feet; thence South 59 degrees 16 minutes 59 seconds East for 595.60 feet; thence southeasterly for 323.94 feet along a tangential curve concave to the northeast, radius 1480.00 feet and central angle 12 degrees 32 minutes 26 seconds, thence southerly for 185.69 feet along a non-tangential curve concave to the east, radius 600.00 feet and central angle 17 degrees 43 minutes 56 seconds, the chord of said curve bears South 08 degrees 51 minutes 58 seconds West; thence on a bearing of SOUTH for 149.26 feet to the point of beginning.

DRHORTONAAPARCEL5rev#2

D.R. HORTON INC. — MINNESOTA
 ALLOCATION AGREEMENT EXHIBIT
 for lands in
 RAMSEY TOWN CENTER ADDITION



DATE: JANUARY 14, 2004

35387041 RTC-EX2.DWG



URS

TORRENS

Receipt #	14372/30	<input type="checkbox"/> Tax Lien/Release
Date/Time	1/22/04, 9:45	<input type="checkbox"/> Transfer
Doc Order	1 of 1	<input type="checkbox"/> Division
Recordability	Op	<input type="checkbox"/> Status
Filing Fees	\$ 30	<input type="checkbox"/> New legal Description
Well Cert Rec'd		<input type="checkbox"/> GAC
		<input type="checkbox"/> Deferred Specials
		<input checked="" type="checkbox"/> No Change
<input type="checkbox"/> Certified Copy/		
<input type="checkbox"/> Non-standard Document	3" margin	
<input type="checkbox"/>		
<input checked="" type="checkbox"/> From Certificate	100095 A	# New Certificates
BK 266	Page/Cert	100095

**DOCUMENT NO 457481.0 TORRENS
ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **JAN 22 2004**
AT **9:45 AM** AND WAS DULY RECORDED
FEES AND TAXES IN THE AMOUNT OF **\$30.00 PAID**
2004014372

RECEIPT NO

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
JMD

BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

ABSTRACT

Receipt #	14375/30	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	1/22/04, 9:45	<input checked="" type="checkbox"/> Non-standard Document
Document Order	1 of 1	<input type="checkbox"/> Certified Copy/
PINs	Op	
Recordability	Op	3" margin
Filing Fees	\$ 30	
Copy/Additional Pg Fees	\$	<input type="checkbox"/> Tax Lien/Release
Well Cert Fees	\$	<input type="checkbox"/> Transfer
		<input type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input checked="" type="checkbox"/> No Change

**DOCUMENT NO. 1891854.0 ABSTRACT
ANOKA COUNTY MINNESOTA**

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RECEIPT NO

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ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
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BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

Attorney at Law
 6734 Teal Ct
 Lino Lakes, MN 55038

FILE IN

457481.0 TORRENS
RECORDED & INDEXED
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