

**CITY OF NORTH ST. PAUL
CITY COUNCIL
SPECIAL MEETING AGENDA
JANUARY 26, 2021
5:00 PM**

The City of North St. Paul is moving all of its public meetings online effective August 4, 2020. The move to online meeting access via Zoom ensures compliance with the Governor's Emergency Executive Order and face covering mandate while providing our City Council members, staff and residents with safe and comfortable access to public meetings. Access information and links to meetings are available at northstpaul.org. This change to online meeting access will remain in effect until further notice. (Stat. 13D.02 subd. 4)

The **January 26, 2021 Zoom meeting** can be accessed [HERE](https://us02web.zoom.us/j/82140972224?pwd=dDdmRytwVS9leFBvV3lQOUFnOGtYQT09) or via:

<https://us02web.zoom.us/j/82140972224?pwd=dDdmRytwVS9leFBvV3lQOUFnOGtYQT09>

(from a PC, Mac, tablet, iPhone or Android device)

Meeting ID: 821 4097 2224

Password: 362656 or by phone at 1-929-205-6099, meeting ID 821 4097 2224, password 362656.

The City Council Zoom meeting will be 'open to the public' to listen in, but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Council Member Thorsen

Council Member Petersen

Council Member Cole

Council Member Wong

Mayor Furlong

IV. ADOPT AGENDA

V. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Approval of Assignment of Contract for Private Development

VI. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, February 2, 2021 at 6:30 p.m.

Agenda Information Memorandum
North St. Paul City Council
January 26, 2021

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Approval of Assignment of Contract for Private Development

To: Honorable Mayor and City Council

Background/Facts:

Anchor View, LLC, has entered into a Contract for Private Development with the City of North Saint Paul, dated October 5, 2020 (“Contract”). As part of this development project, Anchor View, LLC, secured a loan in the amount of \$2,400,000.00 from West Bank. On January 20, 2021, my office received the request for an assignment of the Contract to West Bank. As an express condition of that loan, West Bank is requiring Anchor View, LLC, to assign its rights under the Contract to West Bank. This is the same request Old National Bank had made with respect to its loan with Anchor View, LLC, for this private development project. City Council approved the Collateral Assignment and Subordination of Contract for Old National Bank on January 19, 2021.

West Bank is requiring that certain rights of the City under the Contract would be subordinated to the loan. This means that the West Bank’s loan would have precedence in receiving its money back over any rights the City has in the Contract. This is a standard request from a lender, and it is a normal part of the financing process. Since the closing is scheduled for January 27, 2021, it was important for the City Council to hold a special meeting to consider this request. Unfortunately, we did not anticipate that there would be another assignment request for Council to consider. In an effort to avoid any other additional meetings, I have included language in this resolution that authorizes the mayor and city administrator to sign any additional paperwork deemed necessary, in consultation with the city attorney, to effectuate this transaction.

Recommendation: Approve Resolution No. 2021-xxx, Approving the Assignment of Contract for Private Development, which allows Anchor View, LLC, to fulfill its obligation to West Bank and assigns the rights of Anchor View, LLC, under the Contract for Private Development to West Bank.

Authorize and direct the Mayor and City Manager to execute any documents deemed necessary to carry out the intentions of the Resolution No. 2021-xxx and in consultation with the City Attorney.

Execute any documents, assignment agreements or contracts deemed reasonably necessary or appropriate to effectuate the closing of the Contract for Private Development without further review or approval of City Council.

Attachments:

Assignment of Contract for Private Development

Resolution Approving the Assignment of Contract for Private Development

Scott Duddeck
City Manager

ASSIGNMENT OF CONTRACT FOR PRIVATE DEVELOPMENT

THIS ASSIGNMENT OF CONTRACT FOR PRIVATE DEVELOPMENT (the “Assignment”) is made and entered into as of the day of February, 2021, by and among ANCHOR VIEW, LLC, a Minnesota limited liability company (the “Developer”); WEST BANK, an Iowa banking corporation (the “Lender”); and CITY OF NORTH ST. PAUL, a Minnesota municipal corporation (the “City”).

RECITALS

A. The Developer and the City are parties to that certain Contract for Private Development dated effective on or about October 5, 2020 (the “Contract”), providing for the improvement of the following real property:

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota.

(said real property, together with the improvements described in the Contract, the “Project”).

B. At the request of the Developer, the Lender has agreed to extend certain financial accommodations to the Developer for the Project pursuant to the terms of that certain Loan Agreement dated on or about the date of this Assignment (the “Loan Agreement”). In accordance with the Loan Agreement, the Developer executed and delivered to the Lender that certain Promissory Note of even date with the Loan Agreement, in the original principal amount of \$2,400,000.00 (the “Note”).

C. The Note, Loan Agreement, and related documents and agreements are collectively referred to in this Assignment as the “Loan Documents.”

D. In order to further secure performance by the Developer of its obligations under the Loan Documents, the Developer has agreed to make a collateral assignment to Lender of all

of the Developer's right, title and interest in and to the Contract, including without limitation all rights to reimbursements from the City using tax increment as provided in the Contract which such rights are to be evidenced in part by that certain Tax Increment Financing Revenue Note to be given by the City to the Developer (the "TIF Note") in accordance with, among other things, Article VI of the Contract (collectively, the "Reimbursements").

E. In addition, the Lender and the City have made certain agreements concerning the provision of notices of default of the Contract or Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Collateral Assignment of Contract, Reimbursements. As additional security for performance by the Developer of its obligations under the Loan Documents, the Developer does hereby bargain, sell, assign and set over unto the Lender, for so long as any indebtedness pursuant to the Loan Documents shall remain outstanding, all of the Developer's right, title and interest in and to the Contract, including, but not limited to, Reimbursements now or hereafter payable under the Contract and the TIF Note. This Assignment shall constitute a perfected, absolute and present assignment, provided that Lender shall have no right under this Assignment to enforce the provisions of said Contract until the occurrence of an Event of Default as defined in the Loan Agreement or under any of the Loan Documents. Upon the occurrence of any such Event of Default, Lender may, without affecting any of its rights or remedies against Developer under any other instrument, document or agreement, exercise its rights under this Assignment as Developer's attorney-in-fact in any manner permitted by law, and in addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the Minnesota Uniform Commercial Code or otherwise provided by law. For purposes of exercising any available rights and remedies of a secured party, ten (10) days written notice shall constitute commercially reasonable notice where such is required by the Minnesota Uniform Commercial Code. The Developer's assignment of its rights under the Contract is absolute and irrevocable. The Developer hereby indemnifies and holds the City harmless from and against any claims or liabilities arising or purporting to arise from the City's performance of its obligations under this Assignment excluding claims, demands liabilities, losses, lawsuits, judgments, costs and expenses caused by the Lender's breach, negligence or intentional and wrongful acts.

2. Collection and Payment. The Developer hereby authorizes and directs the City to pay all Reimbursements directly to the Lender unless and until such time that the Lender directs otherwise. Upon payment in full of the Note, the Lender shall direct the City to pay all Reimbursements to the Developer or as directed by the Developer. The Lender may receive said Reimbursements without assuming performance of the Contract, it being understood by the parties that in any event Reimbursements shall only be payable by the City in accordance with

the terms and conditions of the Contract. The City shall be fully protected and held harmless by the Developer in paying such Reimbursements to the Lender, and the City shall have no liability to the Developer for any payments made by the City to the Lender. The Developer shall indemnify and hold harmless the City for any losses, claims, liabilities and expenses incurred by the City arising from this Assignment. The Developer and the Lender acknowledge and agree that the City is a third party beneficiary of the Developer's obligations under this Section 2.

3. Consent to Assignment. The Developer and the City, by executing this Assignment, agree that the Lender does not assume any of the obligations of the Developer under or with respect to the Contract unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment made by this Agreement and to assume performance under the Contract. The Lender shall have the right, but not the obligation, to cure any defaults of the Developer under the Contract.

4. No Assumption of Liability by Lender. The Developer and the City agree that the Lender does not assume any of the obligations or duties of the Developer under or with respect to the Contract unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment effected by this Contract and to assume performance under the Contract.

5. Notices. The Lender agrees to provide notice to the City of any default under the Loan Documents which has resulted, or with the passage of time could result, in the acceleration of the Note or foreclosure of the Mortgage. The City agrees to provide notice to the Lender of any default under the Contract which could result in the termination of the Contract, or a loss of or imposition of a lien upon any of the Project real property. The failure of either party to give the foregoing notice shall not nullify or otherwise affect the subject default by the Developer or said party's rights and remedies on account of such Developer default.

6. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Assignment:

- a. Accuracy of Recitals. The recitals set forth at the beginning of this Assignment are deemed incorporated herein, and the parties hereto represent they are true and correct.
- b. Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.
- c. Amendments. This Assignment may not be amended or modified except in a writing executed by all parties hereto.
- d. Counterparts. It is understood and agreed that this Assignment may be executed

in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Assignment, even though all of the parties hereto may not have executed the same counterpart of this Assignment.

- e. Choice of Law, Severability. This Assignment is made in the State of Minnesota and shall be construed in accordance with the laws thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Minnesota and is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Assignment.
- f. Time is of the Essence. Time is of the essence in the performance of this Assignment.
- g. Notices. All notices required to be given under this Assignment shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown below:

Developer: Anchor View, LLC
 Attn. Roger Fink
 3601 – 18th Street South
 St. Cloud, MN 56301

City: City of North St. Paul
 Attn. City Manager
 2400 Margaret Street
 North St. Paul, MN 55109

Lender: West Bank
 Attn. Aaron Meester
 622 Roosevelt Road
 St. Cloud, MN 56301

Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

- h. Amendments. This Assignment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the

alteration or amendment.

- i. Successors and Assigns. This Assignment shall bind the Developer, the Lender and the City and the successors and assigns of each.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment of Contract for Private Development effective as of the day and year first above written.

DEVELOPER:

ANCHOR VIEW, LLC, a Minnesota limited liability company

By _____
Its Chief Manager

CITY:

CITY OF NORTH ST. PAUL, a Minnesota municipal corporation

By _____
Terrence J. Furlong
Its Mayor

By _____
Scott A. Duddeck
Its City Manager

LENDER:

WEST BANK, an Iowa banking corporation

By _____
Aaron Meester
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

On this _____ day of February, 2021, before me a Notary Public within and for said County, personally appeared _____, to me known, who being by me duly sworn, did say that he is the _____ of ANCHOR VIEW, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed with authority on behalf of said limited liability company and as the free act and deed of said limited liability company.

Notary Public

[illegible]

On this__ day of February, 2021, before me a Notary Public within and for said County, personally appeared AARON MEESTER, to me known, who being by me duly sworn, did say that he is the Vice President of WEST BANK, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation with the authority of its Board of Directors and as its free act and deed.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by TERRENCE J. FURLONG and by SCOTT A. DUDDECK, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
LATHROP GPM LLP
Scott T. Larison
1010 West St. Germain, Suite 500
St. Cloud, MN 56301
(320) 252-4414

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2021-__

**RESOLUTION APPROVING THE ASSIGNMENT
OF CONTRACT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of North St. Paul and Anchor View, LLC entered into a Contract for Private Development, dated October 5, 2020, (“Contract”) for the sale and development of property legally described as Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, which Contract was amended on November 10, 2020, by a First Amendment to Contract for Private Development (“First Amendment”), by a Second Amendment to Contract for Private Development on December 15, 2020, (“Second Amendment”), and by a Third Amendment to Contract for Private Development on January 19, 2021 (“Third Amendment”); and

WHEREAS, Anchor View, LLC, has secured a loan in the principal amount of \$2,400,000.00 from West Bank, a national banking association (“Lender”), in part, in order to perform its obligations pursuant to the Contract; and

WHEREAS, the Lender required, as an express condition of the construction loan agreement, that Anchor View, LLC, assign its rights under the Contract to the Lender in order to secure the obligations of Anchor View, LLC, under the Promissory Note, the Loan Agreement, and related documents, (“Loan Documents”) and that certain rights of the City under the Contract be subordinated to the Loan Documents; and

WHEREAS, an Assignment of Contract for Private Development, as attached hereto as **Exhibit A** (“Assignment Agreement”) has been prepared in compliance with the Lender’s requirements for the loan Anchor View, LLC, has secured;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, Minnesota:

1. That the Assignment Agreement is approved substantially in the form attached hereto. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Assignment Agreement in accordance with its terms. All of the provisions of the Assignment Agreement when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Assignment Agreement shall be substantially in the form attached hereto which is hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

2. The Mayor and City Manager are hereby authorized and directed to execute any documents deemed necessary to carry out the intentions of this resolution.

3. Furthermore, the Mayor and City Manager, in consultation with the City Attorney, are hereby authorized and directed to execute any documents, assignment agreements, or contracts deemed reasonably necessary or appropriate to effectuate the closing of this Contract without further review or approval of City Council.

Approved by the City Council of the City of North St. Paul on _____, 2021.

CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Its Mayor

By: _____
Scott A. Duddeck, Its City Manager

EXHIBIT A

ASSIGNMENT OF CONTRACT FOR PRIVATE DEVELOPMENT

THIS ASSIGNMENT OF CONTRACT FOR PRIVATE DEVELOPMENT (the “Assignment”) is made and entered into as of the day of February, 2021, by and among ANCHOR VIEW, LLC, a Minnesota limited liability company (the “Developer”); WEST BANK, an Iowa banking corporation (the “Lender”); and CITY OF NORTH ST. PAUL, a Minnesota municipal corporation (the “City”).

RECITALS

A. The Developer and the City are parties to that certain Contract for Private Development dated effective on or about October 5, 2020 (the “Contract”), providing for the improvement of the following real property:

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota.

(said real property, together with the improvements described in the Contract, the “Project”).

B. At the request of the Developer, the Lender has agreed to extend certain financial accommodations to the Developer for the Project pursuant to the terms of that certain Loan Agreement dated on or about the date of this Assignment (the “Loan Agreement”). In accordance with the Loan Agreement, the Developer executed and delivered to the Lender that certain Promissory Note of even date with the Loan Agreement, in the original principal amount of \$2,400,000.00 (the “Note”).

C. The Note, Loan Agreement, and related documents and agreements are collectively referred to in this Assignment as the “Loan Documents.”

D. In order to further secure performance by the Developer of its obligations under the Loan Documents, the Developer has agreed to make a collateral assignment to Lender of all

of the Developer's right, title and interest in and to the Contract, including without limitation all rights to reimbursements from the City using tax increment as provided in the Contract which such rights are to be evidenced in part by that certain Tax Increment Financing Revenue Note to be given by the City to the Developer (the "TIF Note") in accordance with, among other things, Article VI of the Contract (collectively, the "Reimbursements").

E. In addition, the Lender and the City have made certain agreements concerning the provision of notices of default of the Contract or Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Collateral Assignment of Contract, Reimbursements. As additional security for performance by the Developer of its obligations under the Loan Documents, the Developer does hereby bargain, sell, assign and set over unto the Lender, for so long as any indebtedness pursuant to the Loan Documents shall remain outstanding, all of the Developer's right, title and interest in and to the Contract, including, but not limited to, Reimbursements now or hereafter payable under the Contract and the TIF Note. This Assignment shall constitute a perfected, absolute and present assignment, provided that Lender shall have no right under this Assignment to enforce the provisions of said Contract until the occurrence of an Event of Default as defined in the Loan Agreement or under any of the Loan Documents. Upon the occurrence of any such Event of Default, Lender may, without affecting any of its rights or remedies against Developer under any other instrument, document or agreement, exercise its rights under this Assignment as Developer's attorney-in-fact in any manner permitted by law, and in addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the Minnesota Uniform Commercial Code or otherwise provided by law. For purposes of exercising any available rights and remedies of a secured party, ten (10) days written notice shall constitute commercially reasonable notice where such is required by the Minnesota Uniform Commercial Code. The Developer's assignment of its rights under the Contract is absolute and irrevocable. The Developer hereby indemnifies and holds the City harmless from and against any claims or liabilities arising or purporting to arise from the City's performance of its obligations under this Assignment excluding claims, demands liabilities, losses, lawsuits, judgments, costs and expenses caused by the Lender's breach, negligence or intentional and wrongful acts.

2. Collection and Payment. The Developer hereby authorizes and directs the City to pay all Reimbursements directly to the Lender unless and until such time that the Lender directs otherwise. Upon payment in full of the Note, the Lender shall direct the City to pay all Reimbursements to the Developer or as directed by the Developer. The Lender may receive said Reimbursements without assuming performance of the Contract, it being understood by the parties that in any event Reimbursements shall only be payable by the City in accordance with

the terms and conditions of the Contract. The City shall be fully protected and held harmless by the Developer in paying such Reimbursements to the Lender, and the City shall have no liability to the Developer for any payments made by the City to the Lender. The Developer shall indemnify and hold harmless the City for any losses, claims, liabilities and expenses incurred by the City arising from this Assignment. The Developer and the Lender acknowledge and agree that the City is a third party beneficiary of the Developer's obligations under this Section 2.

3. **Consent to Assignment.** The Developer and the City, by executing this Assignment, agree that the Lender does not assume any of the obligations of the Developer under or with respect to the Contract unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment made by this Agreement and to assume performance under the Contract. The Lender shall have the right, but not the obligation, to cure any defaults of the Developer under the Contract.

4. **No Assumption of Liability by Lender.** The Developer and the City agree that the Lender does not assume any of the obligations or duties of the Developer under or with respect to the Contract unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment effected by this Contract and to assume performance under the Contract.

5. **Notices.** The Lender agrees to provide notice to the City of any default under the Loan Documents which has resulted, or with the passage of time could result, in the acceleration of the Note or foreclosure of the Mortgage. The City agrees to provide notice to the Lender of any default under the Contract which could result in the termination of the Contract, or a loss of or imposition of a lien upon any of the Project real property. The failure of either party to give the foregoing notice shall not nullify or otherwise affect the subject default by the Developer or said party's rights and remedies on account of such Developer default.

6. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Assignment:

- a. **Accuracy of Recitals.** The recitals set forth at the beginning of this Assignment are deemed incorporated herein, and the parties hereto represent they are true and correct.
- b. **Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.
- c. **Amendments.** This Assignment may not be amended or modified except in a writing executed by all parties hereto.
- d. **Counterparts.** It is understood and agreed that this Assignment may be executed

in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Assignment, even though all of the parties hereto may not have executed the same counterpart of this Assignment.

- e. Choice of Law, Severability. This Assignment is made in the State of Minnesota and shall be construed in accordance with the laws thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Minnesota and is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Assignment.
- f. Time is of the Essence. Time is of the essence in the performance of this Assignment.
- g. Notices. All notices required to be given under this Assignment shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown below:

Developer: Anchor View, LLC
 Attn. Roger Fink
 3601 – 18th Street South
 St. Cloud, MN 56301

City: City of North St. Paul
 Attn. City Manager
 2400 Margaret Street
 North St. Paul, MN 55109

Lender: West Bank
 Attn. Aaron Meester
 622 Roosevelt Road
 St. Cloud, MN 56301

Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

- h. Amendments. This Assignment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or

amendment.

- i. Successors and Assigns. This Assignment shall bind the Developer, the Lender and the City and the successors and assigns of each.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment of Contract for Private Development effective as of the day and year first above written.

DEVELOPER:

ANCHOR VIEW, LLC, a Minnesota limited liability company

By _____
Its Chief Manager

CITY:

CITY OF NORTH ST. PAUL, a Minnesota municipal corporation

By _____
Terrence J. Furlong
Its Mayor

By _____
Scott A. Duddeck
Its City Manager

LENDER:

WEST BANK, an Iowa banking corporation

By _____
Aaron Meester
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

On this _____ day of February, 2021, before me a Notary Public within and for said County, personally appeared _____, to me known, who being by me duly sworn, did say that he is the _____ of ANCHOR VIEW, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed with authority on behalf of said limited liability company and as the free act and deed of said limited liability company.

Notary Public

[illegible]

On this__ day of February, 2021, before me a Notary Public within and for said County, personally appeared AARON MEESTER, to me known, who being by me duly sworn, did say that he is the Vice President of WEST BANK, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation with the authority of its Board of Directors and as its free act and deed.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by TERRENCE J. FURLONG and by SCOTT A. DUDDECK, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

THIS INSTRUMENT WAS DRAFTED
BY: LATHROP GPM LLP
Scott T. Larison
1010 West St. Germain, Suite
500 St. Cloud, MN 56301
(320) 252-4414