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January 28, 2008

Craig Ebeling  
Executive Director  
Burnsville Economic Development Authority

VIA EMAIL

Re: Purchase and Redevelopment Contract dated December 5, 2007, by and between Burnsville Economic Development Authority (“Authority”) and West Travelers, LLC (“Developer”) (hereinafter referred to as the “Purchase Agreement”) Our File No. BU235-83

Dear Craig:


You have requested a summary of the objections raised by Developer in its letter of December 17, 2007 to the state of title of Outlot A, Nicollet Commons Park Second Addition (the “Property”). The objections are as follows:

1. Developer objected to standard title requirements included in the Title Commitment issued for the Property by Old Republic Title (the “Title Commitment”) (quitclaim deed, the showing of identification at closing, and a well disclosure certificate) because Developer contended that these were the Authority’s responsibility, not Developer’s.
2. Developer objected to the inclusion of standard title exceptions, such as facts disclosed by a survey, rights of third parties, mechanics’ liens, changes in title subsequent to the date of the Commitment, and easements not shown by the public records.
3. Developer objected to the lack of a special assessment search for the property.
4. Developer objected to any taxes, assessments or charges that are the Authority’s obligation under the Purchase Agreement.
5. Developer objected to the existence of drainage and utility easements shown on the plat of the Property and requested that the Authority vacate these easements.
6. The Developer objected to a highway easement adjacent to the Property, which allows the construction of electric utilities that may encroach on the Property.

7. Developer objected to the existence of an easement for utility purposes and requested that this easement be vacated.
8. Developer objected to a conditional use permit on the Property and requested that this be deleted.
9. Developer objected to the fact that the Survey did not show several items the Developer wanted, such as elevations of all utilities, including buried water mains.
10. Developer objected to the presence of the construction fence and requested that Authority insure over any rights of third parties in the fence.
11. Developer objected to the presence of an underground telephone line and requested the removal of the line or an easement.
12. Developer objected to the stockpiles of dirt on the Property and requested evidence verifying the ownership of the dirt and certification as to the environmental condition of the dirt.
13. Developer objected to the presence of the silt fence and requested that Authority insure over any rights of third parties in the fence.
14. Developer objected to the presence of an underground electric line and requested the removal of the line or an easement.
15. Developer objected to the presence of an underground sewer line and requested the removal of the line or an easement.
16. Developer objected to the presence of concrete and brick sidewalk treatments on the portion of the Property next to the city park, and requested their removal or an easement.
17. Developer objected to the presence of pilings, concrete, brick, gravel, and bituminous surfaces on the site of the old AAA building and requested their removal.
18. Developer objected to the presence of apparent monitoring wells and requested that the rights of any third parties be insured over.
19. Developer objected to a ponding area shown on the Survey and requested that the rights of any third parties be insured over.
20. Developer objected to the presence of stop signs on the Property and requested their removal.
21. Developer objected that the Survey did not disclose which parts of the Property are registered land and which are abstract property and requested that all of the Property be registered.

22. Developer objected to the presence of a gas line serving the Property and requested its removal.
23. Developer objected to the lack of guaranteed driveway access to the Property across the property to the north, owned by a third party.
24. Developer objected to the utilities extending to the Property and requested that they be capped at the Property line.
25. Developer required the addition of 12 endorsements to the title insurance policy.
26. Developer objected to any title matters appearing after the Title Commitment date and requested Authority to cause any such item to be deleted.
27. Developer objected to the 6-month term of the Title Commitment and requested an extension to nine months.

Sincerely,



Martha N. Ingram