

**CITY OF RAMSEY
FUTURE BUSINESS PARK
COST SHARING AGREEMENT**

This Agreement is made by and between the **City of Ramsey**, a municipal corporation, **Hageman Holdings, LLC**, a Minnesota limited liability company, and **Pearson Properties of Ramsey, LLC**, a Minnesota limited liability company.

Recitals

1. The Future Business Park is an area in the City near the U.S. Highway 10 / Armstrong Boulevard intersection that the City and its Economic Development Authority have targeted for development. Attached as Exhibit A and incorporated herein is a diagram of the Future Business Park area. Hageman Holdings, LLC and Pearson Properties of Ramsey, LLC, (“Owners”) are the largest property owners within the proposed Future Business Park area.
2. The City issued a Request for Quotes from firms to conduct a Traffic Impact Study, Feasibility Report and Preliminary Design Layout (“the Work”) for improving portions of Bunker Lake Boulevard and Puma Street within the Future Business Park area. A copy of the Request for Quotes is attached as Exhibit B and is incorporated into this Agreement.
3. Bolton & Menk, Inc. responded to the RFQ and was selected by the City to perform the Work. Bolton & Menk’s proposed cost for the Work is \$38,860.00, as described in their Proposal dated January 5, 2015. A copy of the Proposal is attached as Exhibit C and is incorporated into this Agreement.
4. Completion of the Work will benefit the Owners and further their efforts to develop their respective properties.

Agreement

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Recitals set forth above are incorporated within this Agreement.
2. This Agreement is effective as of the latest date a party executes the Agreement below.
3. The City, Hageman Holdings, LLC and Pearson Properties of Ramsey, LLC shall equally share the cost of the Work with each party paying one-third, pursuant to the terms of this Agreement.
4. The City will contract with Bolton & Menk, Inc. for completion of the Work and shall initially pay the entire cost reasonably invoiced by Bolton & Menk, Inc. pursuant to that contract.
 - a. The City shall provide a copy of Bolton & Menk's invoices to the Owners within 14 days of receipt. In the event an Owner disputes an invoice, a written description of the objection shall be provided to the City Engineer within seven days of receipt of the invoice by the Owner.
 - b. In the event an Owner disputes the Work performed by Bolton & Menk, the Owner shall inform the City of its objections in writing as soon as reasonably possible.
 - c. The City shall act in good faith to resolve any objections raised by the Owners concerning the Work or Bolton & Menk's invoices. As the contracting party, the City shall have final authority to resolve disputes arising out of the contract with Bolton & Menk.
5. The Owners shall reimburse the City for their respective one-third shares of the total cost as follows:
 - a. The final cost of the Work shall be provided by the City to the Owners in writing with appropriate supporting documentation ("Reimbursement Notice").
 - b. Interest of 2% APR shall accrue on the amounts owed by the respective Owners starting as of the date of the Reimbursement Notice.

- c. The Owners shall reimburse the City for their respective one-third shares in a single, lump sum payment at the earlier of:
 - i. January 01, 2020.
 - ii. Within one week of closing on the sale of any parcel of the respective Owner's land, or portion thereof, located within the Future Business Park area. Owners shall provide the City with notice of all pending land sales within the Future Business Park area. The notice shall be provided upon execution of a purchase agreement and shall include the closing date.
 - iii. The Owner submits an application for preliminary plat approval concerning land within the Future Business Park area.
6. In the event an Owner fails to reimburse the City for the Owner's share of the costs when due, the City may (i) initiate legal action against the Owner in Anoka County District Court and/or (ii) decline to issue any building permits, approve any plats or enter into any development agreements with the Owner until the Owner pays the City in full.
7. Miscellaneous provisions.
 - a. This Agreement shall be governed by the laws of the State of Minnesota.
 - b. This Agreement contains the entire agreement between the City and the Owners and none of the parties shall be bound by any verbal statement or agreement. This Agreement cannot be varied except by written agreement executed by the parties.
 - c. 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.
 - d. Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the business address of the party to whom addressed. The business addresses of the parties are as follows:

City: City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303

Owner: Hageman Holdings, LLC
Attn. Mike Hageman
13200 43rd Street NE
St. Michael, MN 55376

Owner: Pearson Properties of Ramsey, LLC
Attn: Al Pearson
14820 Bowers Drive
Ramsey, MN 55303

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

- e. The City's approval of this Agreement does not constitute approval of any zoning, plat, or site plan applications subsequently submitted to the City by the Owners concerning property within the Future Business Park area.

CITY OF RAMSEY

By: _____

Sarah Strommen, Mayor

Dated: _____

By: _____

Kurt Ulrich, City Administrator

HAGEMAN HOLDINGS, LLC

By: _____

Dated: _____

Its: _____

PEARSON PROPERTIES OF RAMSEY, LLC

By: _____

Dated: _____

Its: _____