

**AMENDED PARK DEDICATION AND TRAIL DEVELOPMENT AGREEMENT FOR  
NORTHFORK**

This Amended Park Dedication Agreement (AMENDMENT) is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between North Fork, Inc., a Minnesota corporation (DEVELOPER), and the City of Ramsey, a Minnesota municipal corporation.

**WHEREAS**, CITY and DEVELOPER entered into a Park Dedication Agreement (AGREEMENT) dated February 19, 1987; and

**WHEREAS**, the CITY and DEVELOPER entered into an Addendum to the AGREEMENT dated May 9, 1989; and

**WHEREAS**, Paragraph 13 of the ADDENDUM states that the DEVELOPER, at the time of recording of the plat of the “future phase,” as defined in the ADDENDUM, shall convey to the CITY by Warranty Deed a perpetual easement to the following property located within the future phase:

A 35.00 foot wide permanent easement for trail purposes over, under and across the property.

A 75.00 foot wide permanent easement for trail purposes over, under and across that certain property lying south of Lake Itasca. The DEVELOPER does reserve a single 50.00 foot wide permanent easement crossing over the 75.00 foot wide permanent easement said 50.00 wide crossing to be at right angles. The easement reserved shall be for the purpose of providing access across the trail in order to permit homeowners access to the southerly area of Lake Itasca. The exact legal description of said 50.00 foot wide access easement will be determined at the time that the 75.00 foot wide easement is conveyed to the CITY.; and

**WHEREAS**, the future phase of Northfork consists of approximately 43.64 acres within Outlot C, NORTHFORK ITASCA SHORES ADDITION and that part of Outlot C, NORTHFORK, lying in the East ½ of Section 19, Township 32, Range 25 and lying southerly of

centerline of Alpine Drive (f/k/a 153<sup>rd</sup> Avenue N.W.), except the park platted as NORTHFORK LINKS ADDITION, and excluding roads and subject to easements of record as shown on Exhibit A (collectively, the “Development Parcels”); and

**WHEREAS**, the City Code generally permits the CITY to require 10% of the acreage of any plat to be dedicated for park purposes; and

**WHEREAS**, the CITY has indicated its desire to take park dedication for the future phase in land; and

**WHEREAS**, since the execution of the AGREEMENT and the ADDENDUM, the CITY has identified certain specific public park use needs that can be best satisfied by the dedication of land described as Outlot E, MOORS ADDITION (the “Park Parcel”), as shown on Exhibit B, and that the City prefers the dedication of the Park Parcel in lieu of other land or easements previously agreed upon but not yet transferred; and

**WHEREAS**, the market value of the Park Parcel exceeds the value of the required park dedication for the DEVELOPER’S remaining development; and

**WHEREAS**, the parties wish to determine the remaining park dedication requirements for the entire Northfork PUD; and

**NOW, THEREFORE, in consideration of the execution of the AGREEMENT and of the mutual covenants contained herein, the parties agree as follows:**

1. The DEVELOPER shall immediately convey fee title to Outlot E, MOORS ADDITION to the CITY by general warranty deed.
2. The CITY shall reimburse the DEVELOPER \$75,000.00 in recognition of the difference between the market value of the Park Parcel and the cash value of the park dedication and trail development obligations of the remaining phases of the Northfork PUD.
3. In recognition of Paragraphs 1 and 2 above, the CITY deems all park dedication and trail development dedications and/or fees to be satisfied for the Northfork PUD in general and the Development Parcels in particular, notwithstanding any language in the AGREEMENT or ADDENDUM to the contrary. The forgoing sentence assumes no more than 31 single-family lots are platted in the Development Parcels. In the event more than 31 single-family lots are platted in the Development Parcels, additional fees may be required.
4. All other terms and conditions of the AGREEMENT and ADDENDUM not amended by this AMENDMENT shall remain in full force and effect.

In WITNESS WHEREOF, the parties have executed this AMENDMENT this \_\_\_\_ day of \_\_\_\_\_, 2015.

NORTH FORK, INC.

By: \_\_\_\_\_  
Its: Vice President

State of Minnesota    )  
                                  ) ss.  
County of Anoka        )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Dennis Peck, the Vice President of North Fork, Inc., a domestic business corporation under the laws of the State of Minnesota, on behalf of the corporation.

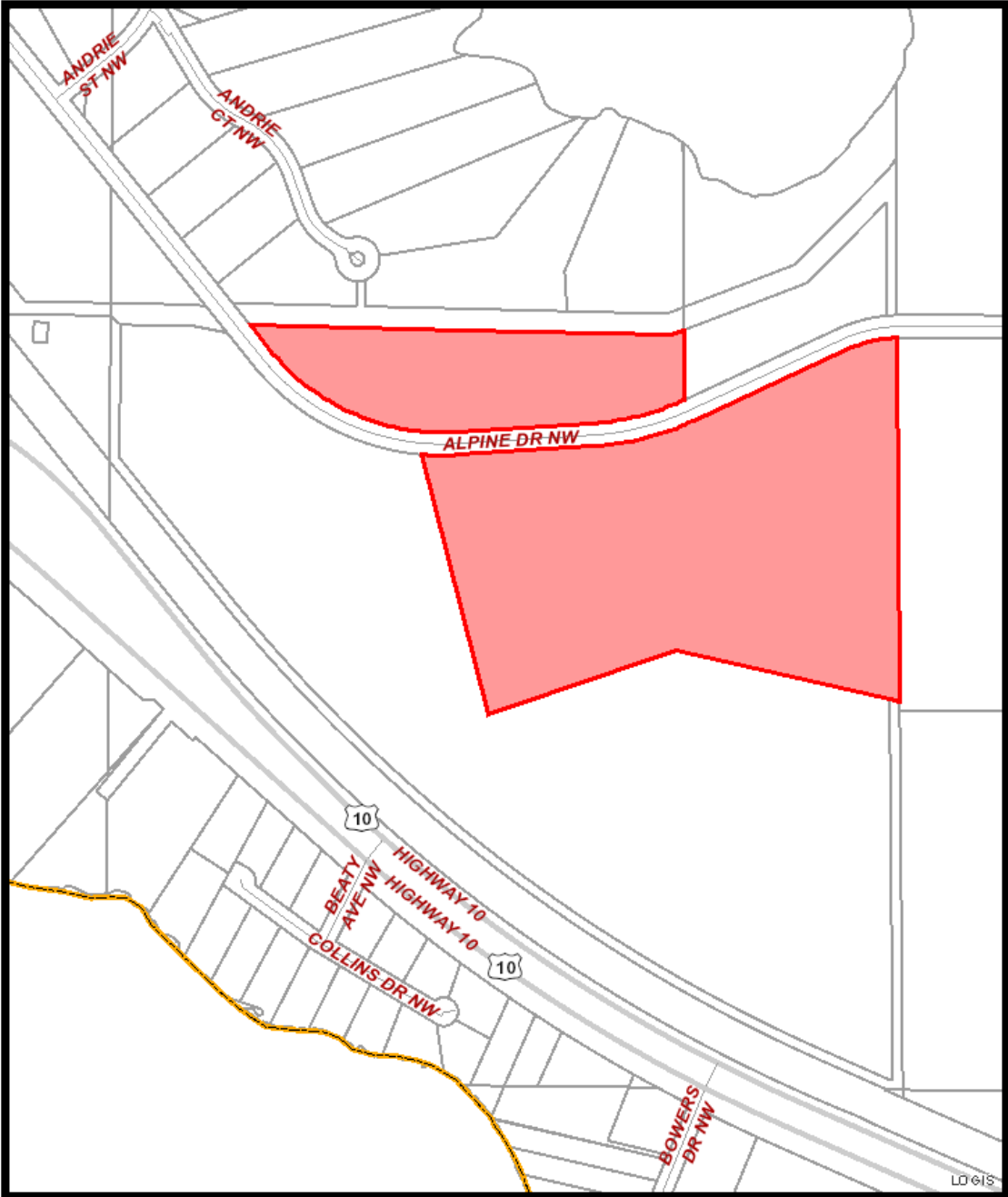
\_\_\_\_\_  
Notary Public

DRAFT



Exhibit A  
Development Parcels

**Northfork Development Parcels**

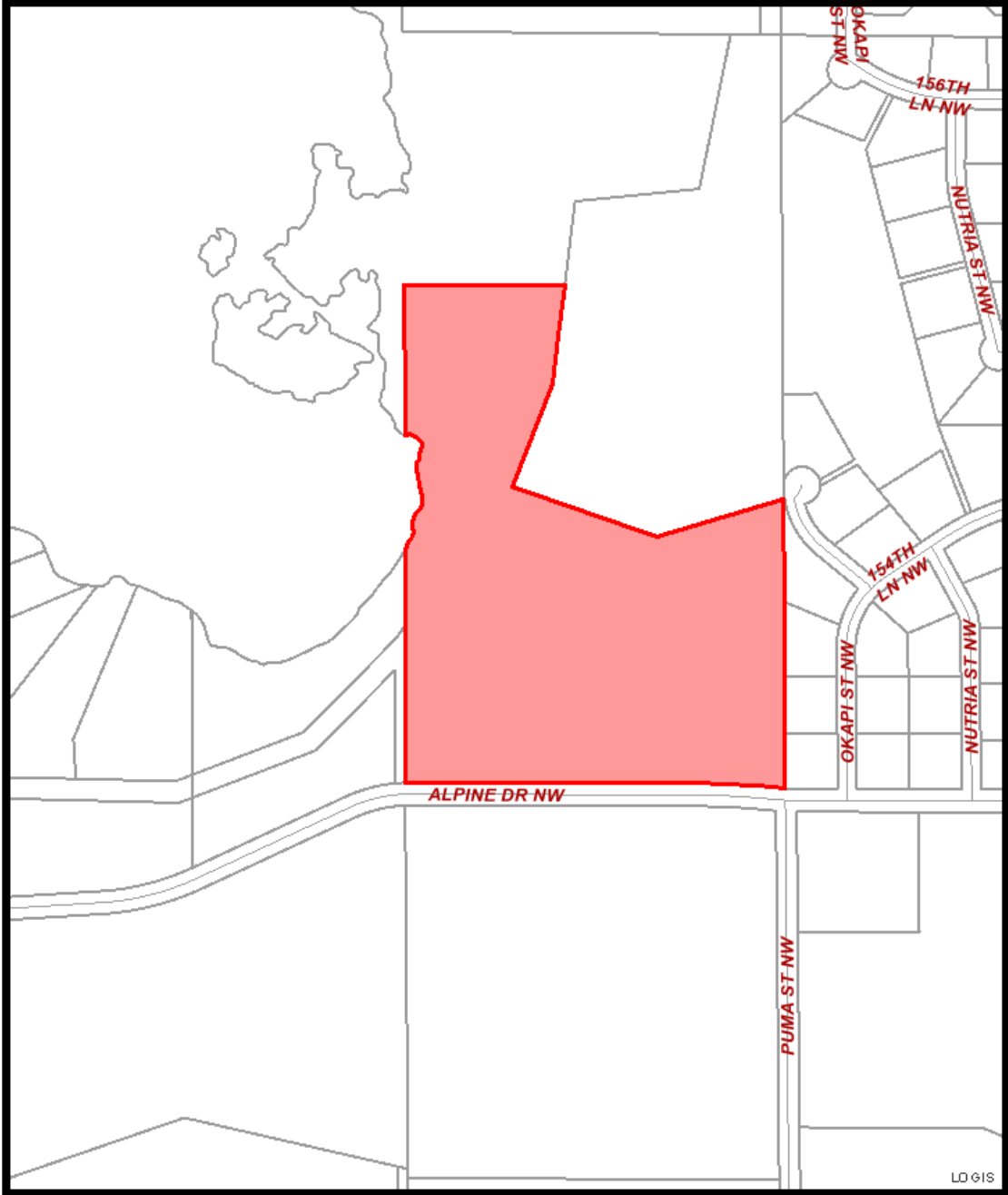


Print Date: December 3, 2015



Exhibit B  
Park Parcel

**Northfork Lake Itasca Park Parcel**



Print Date: December 3, 2015