

**CITY OF RAMSEY**  
**CONDITIONAL REZONING AGREEMENT FOR OUTLOT A, ALPHA DEVELOPMENT**

This Agreement (hereinafter the “Agreement”) is dated as of this \_\_ day of \_\_\_\_, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”), **PAXMAR, LLC** a Minnesota Corporation (the “**PERMITTEE**”), and **HAGEMAN HOLDINGS, LLC**, a Minnesota Corporation (the “**OWNER**”). .

**Recitals**

- A. The **OWNER** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
- B. The **PERMITTEE** requested a Zoning Amendment to Planned Unit Development in advance of preliminary plat review.
- C. Said zoning amendment would normally be processes concurrent with preliminary plat review.
- D. City Code section 117-50 entitled “Conditional rezonings” allows a process to consider a zoning amendment prior to preliminary plat approval.

**Agreement**

- 1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
- 2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
  - a. The **PERMITTEE AND OWNERS’S** Execution of this Agreement. That the **PERMITTEE and OWNER** enter into this Agreement.
  - b. Marketable Title. That prior to recording the Plat, the **OWNER** shall provide the **CITY** with proof of marketable title to the Subject Property either through a

currently certified abstract, registered property abstract or title insurance commitment or policy.

- c. Proof of Authority. That the **PERMITTEE and OWNER** provide proof that the respective governing boards of the **PERMITTEE and OWNER** have authorized the **PERMITTEE and OWNER'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
  - d. Conformance with Sketch Plan. The Conditional Rezoning must be consistent with the Sketch Plan prepared by Carlson McCain, Inc. dated September 18, 2017 (the "Sketch Plan"). The **PERMITTEE and OWNER** agree to layout the preliminary plat and site plan consistent with the Sketch Plan.
  - e. No Contest. The **PERMITTEE and OWNER** agree not to contest a rezoning commenced by the **CITY** if the preliminary plat and site plan do not conform with the Plans and applicable City Code requirements.
  - f. Additional Standards. The **PERMITTEE and OWNER** agree that the **CITY** may include additional standards to protect the health, safety, and general welfare of surrounding land uses.
  - g. Public Benefit/Lake Itasca Greenway. The plat is being proposed as a planned unit development (PUD). Planned unit developments must pass a public benefit test. The **OWNER** agrees to convey all land necessary to achieve completion of the Lake Itasca Greenway as illustrated on Exhibit B attached hereto. The **OWNER** must convey the land to the **CITY** prior to recording the Plat.
  - h. Traffic Study. The **PERMITTEE** agrees to provide a traffic study prepared by a licensed traffic engineer. The **PERMITTEE** agrees that the **CITY** will approve the final scope of work of said traffic study. In addition to baseline traffic analysis necessary for the baseline report, said traffic study shall include the intersections of Alpine Drive/U.S. Highway 10, Alpine Drive/Puma Street, Alpine Drive/Armstrong Boulevard, and Bunker Lake Boulevard/Armstrong Boulevard. The **CITY** reserves the right to revert the conditional rezoning to R-1 Residential (MUSA) District if any of the areas within the traffic study identify a level of service (LOS) F.
3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Carlson McCain, Inc., dated September 18, 2017. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the

revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

4. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

**TO PERMITTEE:**

Paxmar, LLC  
Attn: Kent Roessler  
3495 Northdale Blvd NW #210  
Coon Rapids, MN 55

**TO THE CITY:**

City of Ramsey  
Attn: Community Development Director  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**TO OWNER:**

Hageman Holdings, LLC  
Attn: Michael Hageman  
13200 43<sup>rd</sup> St NE  
Saint Michael, MN 55376

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**THE CITY:**

CITY OF RAMSEY

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Administrator

STATE OF MINNESOTA                    )  
  )ss.

COUNTY OF ANOKA                    )

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

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

**This document drafted by:**

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**This document reviewed by:**

Ratwik, Roszak & Maloney, P.A.  
730 Second Ave. S., Suite 300  
Minneapolis, MN 55402

**EXHIBIT A**

**Legal Description of the Subject Property**

Outlot A, ALPHA DEVELOPMENT, Anoka County, Minnesota

DRAFT

