

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) is entered into between the **City of Ramsey, Minnesota**, a Minnesota municipal corporation, (the “City”), and **Hageman Holdings, LLC**, a Minnesota limited liability company (“Hageman”).

WHEREAS, Hageman is the owner of certain real property situated in the City and legally described as Lot 1, Block 1, and Outlots A and D, ALPHA DEVELOPMENT, Anoka County, Minnesota, according to the recorded plat thereof (“Alpha Development”); and

WHEREAS, Hageman entered into a Purchase Agreement, dated April 14, 2017, to sell to Paxmar, LLC, a Minnesota limited liability company (“Buyer”) that part of Alpha Development that is legally described as Outlot A, ALPHA DEVELOPMENT, Anoka County, Minnesota (“Outlot A”); and

WHEREAS, Buyer desires to subdivide Outlot A pursuant to a plat to be known as North Fork Meadows (the “New Plat”); and

WHEREAS, the City, as a condition of approval of the New Plat, is requiring the conveyance to the City of fee title to the portion of Alpha Development (the “Alpha Development Open Space”) that is depicted as “GREENWAY CORRIDOR” on **Exhibit “A”** attached to and made a part of this MOU by this reference, which Alpha Development Open Space shall consist of the areas along the north and northeast lines of Lot 1, Block 1, and the nearly triangular area in the eastern and northeastern part of Outlot D, of ALPHA DEVELOPMENT that are subject to drainage and utility easements dedicated pursuant to the plat of ALPHA DEVELOPMENT; and

WHEREAS, the conveyance of the Alpha Development Open Space by Hageman to the City will satisfy the City’s requirements for park dedication, public benefit and open space in connection with the New Plat and any PUD agreement or ordinance (the “PUD Agreement”) in connection with the New Plat, and also will satisfy the City’s requirements for park dedication, public benefit and open space for the remainder of Alpha Development.

Commented [JJL1]: What is left?

NOW THEREFORE, the parties agree in principle to the following:

1. Hageman and the City shall negotiate in good faith in an effort to enter into a formal and binding agreement (the “Agreement”), within sixty (60) days after the date of this MOU but in no event later than the date of the City’s granting of preliminary plat approval of the New Plat, for the conveyance by Hageman to the City of the Alpha Development Open Space.

2. As part of the Agreement, Hageman shall convey the Alpha Development Open Space to the City contingent upon the City’s granting of final plat approval of the New Plat and release of the New Plat for recording, and contingent upon the closing of Buyer’s purchase of Outlot A.

3. The recording of the conveyance of the Alpha Development Open Space to the City after satisfaction of the contingencies to such conveyance shall fully satisfy all requirements of the

City, whether pursuant to a PUD Agreement or any ordinance or resolution of the City, for Outlot A and the remainder of Alpha Development for park dedication, public benefit and open space.

4. Upon execution of the Agreement, Hageman shall execute in recordable form and deliver in escrow to Land Title, Inc. (the "Title Company") a quitclaim deed (the "Deed"), conveying to the City Hageman's right, title and interest in and to the Alpha Development Open Space, but reserving, for the benefit of Lot 1, Block 1 and Outlot D, ALPHA DEVELOPMENT, the right and easement to drain surface waters from said Lot 1, Block 1 and Outlot D, onto, over and across the Alpha Development Open Space.

Commented [JJL2]: Can we get a warranty deed?

Commented [JJL3]: Is this to be a public D&U?

5. The Title Company shall record or otherwise release or deliver the Deed only if and when the following contingencies have been satisfied, not later than March 30, 2018: the City has granted final plat approval of the New Plat and has released the New Plat for recording, and Buyer has acquired fee title to Outlot A from Hageman. The Agreement shall require that the Title Company shall return the Deed to Hageman if any of those contingencies is not satisfied by March 30, 2018.

6. The City recognizes that the Alpha Development Open Space does not now constitute one or more separate parcels of real estate for purposes of real estate taxes and conveyancing. The City shall be solely responsible for taking all actions necessary in order to avoid the violation of any subdivision ordinance of the City or any statutory requirement as a result of the conveyance of the Alpha Development Open Space by Hageman to the City, and neither Buyer nor Hageman shall have any obligation to incur any cost in connection therewith.

Commented [JJL4]: What process is intended to make this a separate parcel?

The parties agree in principle to this non-binding MOU.

THE CITY:

City of Ramsey, Minnesota,
a Minnesota municipal corporation

By: _____
Sarah Strommen, Mayor

Dated _____, 2017

By: _____
Kurt Ulrich, City Administrator

HAGEMAN:

Hageman Holdings, LLC,
a Minnesota limited liability company

By: _____
Michael Hageman, President

Dated _____, 2017

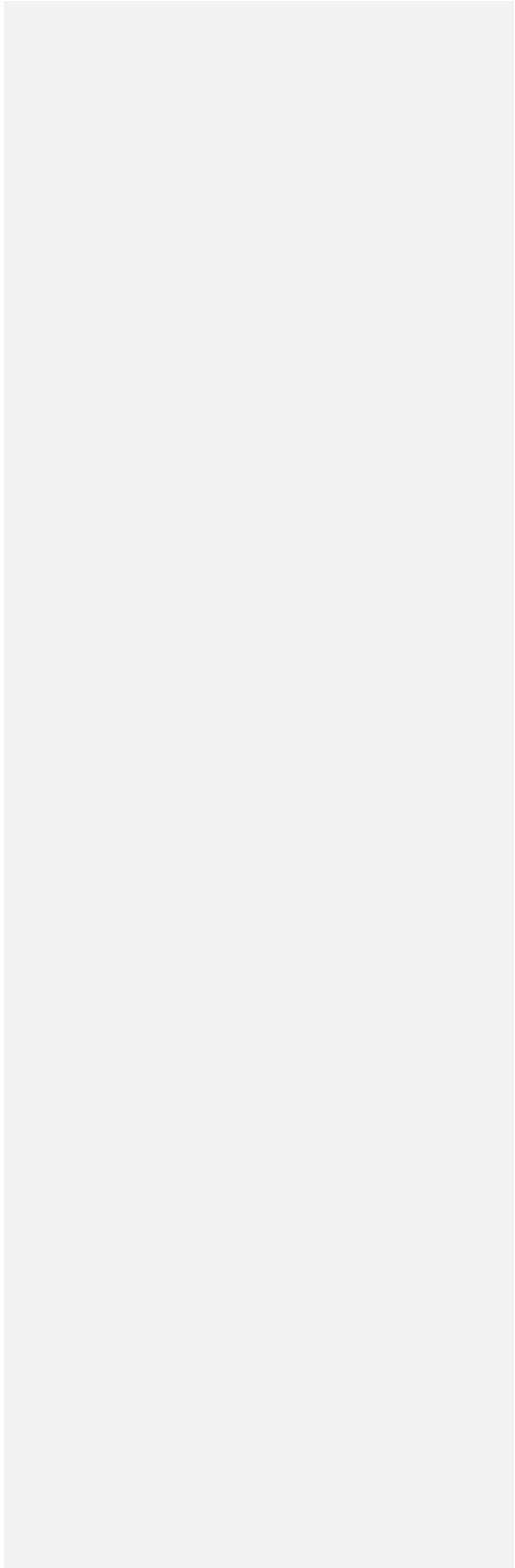


EXHIBIT A
Alpha Development Open Space

