

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’S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** 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** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'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** agrees to layout the preliminary plat and site plan consistent with the Sketch Plan.
 - e. No Contest. The **PERMITTEE** agrees not to contest a rezoning commenced by the **CITY** if the preliminary plat and site plan do not conform with the Plans.
 - f. Additional Standards. The **PERMITTEE** agrees 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 **PERMITTEE** agrees to convey all land necessary to achieve completion of the Lake Itasca Greenway as illustrated on Exhibit B attached hereto.
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
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 43rd St NE
Saint Michael, MN 55376

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DRAFT

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

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EXHIBIT B

Greenway Trail Connection



This essential Greenway Trail Connection provides another opportunity within The COR to meet overlapping objectives for multiple use, district systems, wildlife habitat and other desired functional and aesthetic outcomes. While traditional bicycle/pedestrian trails and related amenities will certainly be a key component, the series of ponds, wetlands and other water-resource related features will provide the unique setting and ecological benefit derived from a more innovative approach to greenway design. For the purposes of defining potential costs for future construction, a preliminary list of greenway trail elements (or basic design program) includes:

- Combined bicycle / pedestrian trail
- Multiple locations for rest stops, interpretive / educational elements
- Multiple locations for boardwalk / bridge crossings
- Integrated drainage / stormwater management system to serve this district

Recommendations

There is an opportunity to explore alignments for this Greenway Trail Connection that might provide greater benefits to the northwest quadrant of The COR- measured in social, economic and environmental value added. With modest enhancements to the existing trail along Bunker Lake Boulevard, and expanded greening initiatives west of the Ramsey Parkway, there is

great potential to frame this quadrant on the north and south with attractive green corridors. Both of these travel routes accommodate multi-modal options, but with heavy emphasis on the automobile.

A third option, a meandering Greenway Trail Connection through the center of this quadrant not only provides a much-needed green amenity in this part of The COR, but also creates another valuable development 'frontage' to enhance land value and encourage private investment. This centrally located alignment will also provide opportunities for innovative approaches to district systems, particularly water resources – with the added benefit of an off-street, dedicated bicycle and pedestrian corridor linking local and regional trail networks.

The location and alignment of the Greenway Trail Connection will have considerable influence on development patterns in this quadrant of the COR. The various scenarios illustrated on pages 10 and 11 attest to the wide range of land use options; from 'super block' car oriented, destination convenience shopping, to finer grained, pedestrian-scaled, residential neighborhoods. This kind of imbedded public amenity will build value across multiple objectives, at individual site and district scale-leading to innovative, economically sustainable outcomes.