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[Reserved for Recording Data]

## **RIGHT OF RE-ENTRY AGREEMENT**

This Right of Re-entry Agreement is entered into on April 24, 2018, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **CAP Acquisitions, LLC**, a Washington Limited Liability Company (“Buyer”).

### Recitals

A. On \_\_\_\_\_, 2018, Seller conveyed title of the following Property to Buyer:

LOT 1, BLOCK 1, AFFINITY AT THE COR, COUNTY OF ANOKA,  
MINNESOTA.

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and CAP Acquisitions LLC, dated September 26, 2017, Section 29, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

### Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

- a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by December 31, 2020.

Project Description:

- i. Affinity at Ramsey Site Plan, approved by the City of Ramsey on February 27, 2018 by Resolution #18-033.
  - ii. Development Agreement for CAP Acquisitions LLC, approved by the City of Ramsey on \_\_\_\_\_, 2018 by Resolution #18-\_\_\_\_\_.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for all 174-units, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.
5. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Sarah Strommen, Mayor

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

This instrument was acknowledged before me on \_\_\_\_\_, 2018,  
by Sarah Strommen and Kurt Ulrich as Mayor and City Administrator, respectively, of  
the City of Ramsey, Minnesota.

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

**CAP Acquisitions, LLC**, a Washington Limited Liability Company.

By: \_\_\_\_\_  
Scott Morris, Manager

This instrument was acknowledged before me on \_\_\_\_\_, 2018,  
by Scott Morris, Manager of CAP Acquisitions, LLC.

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

This instrument drafted by:  
Ratwik, Roszak & Maloney, P.A.  
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Minneapolis, MN 55402  
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(JL)