



2226009.005

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on MAY 3, 2019, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Meadow Creek Builders, Inc.**, a Minnesota Corporation (“Buyer”).

Recitals

- A. On MAY 3, 2019, Seller conveyed title of the following Property to Buyer:

Lot 25, Block 1, Harvest Estates, Anoka County, Minnesota to be platted as: Lots 1-6, Block 1 and Lots 1-9, Block 2, Harvest Estates Second Addition, Anoka County, 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 Meadow Creek Builders, Inc., dated December 12, 2018, 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 certificates of occupancy for the construction of Five (5) single family homes pursuant to the following schedule:

Construction Deadline Schedule:

Two (2) certificates of occupancy by December 31, 2019

Three (3) certificates of occupancy by December 31, 2020

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot.

3. Seller may impose a separate penalty of \$20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 5 single family homes, 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.

The Seller agrees to waive the right to re-enter and take physical possession of the Property upon satisfactory completion and inspection by the Seller of the Stage I Improvements as follows:

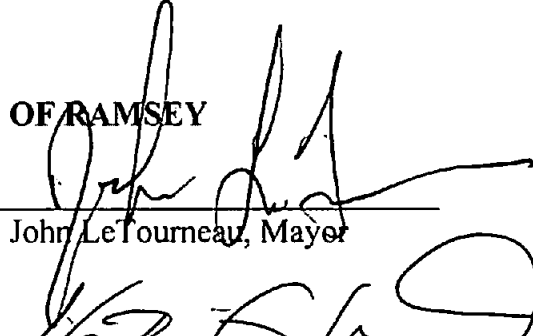
- a. Trunk and lateral sanitary sewer.
- b. Trunk and lateral water main.
- c. Storm drainage facilities (when specified).
- d. Stormwater maintenance through 90 percent buildout.
- e. Streets (excluding the final bituminous lift)
- f. Concrete curb and gutter (urban).
- g. Street traffic control signals.
- h. Lot grading.
- i. Trail development.
- j. Sidewalks.

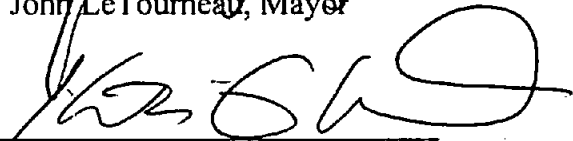
- k. Electricity (within one-fourth mile).
- l. Phone (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Landscaping

(the "Stage I Improvements").

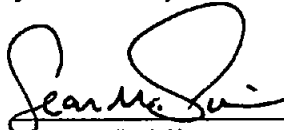
5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.
6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

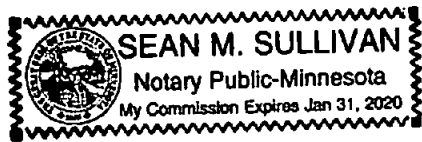
CITY OF RAMSEY

By: 
John LeTourneau, Mayor

By: 
Kurtis G. Ulrich, City Administrator

This instrument was acknowledged before me on April 26, 2019,
by John LeTourneau and Kurtis G. Ulrich as Mayor and City Administrator, respectively,
of the City of Ramsey, Minnesota.

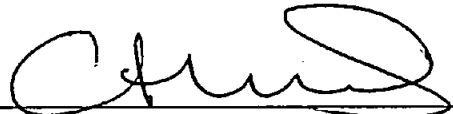

Notary Public

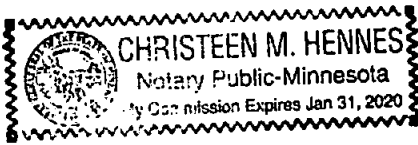


BUYER: Meadow Creek Builders, Inc., a Minnesota Corporation.

By: 
Michael D. Pomerleau, Vice President

This instrument was acknowledged before me on May 3, 2019,
by Michael D. Pomerleau, Vice President of Meadow Creek Builders, Inc., a Minnesota
Corporation.


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

ANOKA COUNTY MINNESOTA

Document No.: 2226009.005 ABSTRACT

I hereby certify that the within instrument was filed in
this office for record on: 05/03/2019 11:21:00 AM

Fees/Taxes In the Amount of \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MDT, Deputy

Record ID: 4198690