

COPY

**BROOKFIELD ADDITION
AMENDMENT TO WATER MAIN AND SANITARY SEWER COST
CONTRIBUTION/REIMBURSEMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into by the **CITY OF RAMSEY**, a Municipal Corporation under the laws of the State of Minnesota (the "**CITY**"); **OAKWOOD LAND DEVELOPMENT, INC.**, a Minnesota Corporation ("**Oakwood**"); and **21ST CENTURY BANK**, a Minnesota Corporation ("**21st**");

RECITALS

WITNESSETH:

WHEREAS, Oakwood and City are parties to the following:

**WATER MAIN AND SANITARY SEWER
COST CONTRIBUTION/REIMBURSEMENT AGREEMENT
Dated March 22, 2006
(the "**WSCA**")
(copy appended hereto),**

and

WHEREAS, pursuant to the WSCA, Oakwood has contributed to City the sum of \$6.0 million in performance of its obligations under Article 2 of the WSCA, and,

WHEREAS, Oakwood is now entitled to reimbursement from City under Article 3 of the WSCA, and

WHEREAS, Oakwood has assigned its rights to reimbursement under the WSCA to 21st, as contemplated by Article 3.06 of the WSCA, and

WHEREAS, 21st and City have reached agreement on numerous issues in connection with certain plats known as Brookfield First Addition, Brookfield Second Addition, and Brookfield Third Addition (collectively, "**Brookfield**")

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual promises herein, it is agreed by and amongst the parties hereto as follows:

1. SUBSTITUTION

21st is hereby substituted for Oakwood under Articles 3, 4 and 5 of the WSCA. Oakwood hereby assigns its interest thereunder to 21st and 21st accepts said assignment. It is acknowledged that all duties of all parties under Articles 1 and 2 of the WSCA have been fully performed, and that Oakwood contributed the sum of \$6.0 million under Section 2.01 of the WSCA. From and after the date hereof, Oakwood shall have no interest or rights under the WSCA. Where the word "**Oakwood**" is used herein, it shall be deemed to mean "**21st**" unless a different connotation is apparent.

2. DEFINITION OF TERMS – Capitalized terms as used herein shall have the definition attributed to them herein. Capitalized terms used herein that do not have a stated definition herein shall have that definition assigned to them in the WSCA.

3. AMENDMENTS TO WSCA

A. Article 3 of the WSCA is hereby deleted, and replaced by the following Article 3:

**ARTICLE 3
21st REIMBURSEMENT**

3.01 21st Reimbursement The parties acknowledge that as of the date hereof, the City has partially reimbursed Oakwood for the Oakwood Contribution in the total amount of \$ 502,204.00, through credits given in the respective Brookfield development agreements. In addition, Oakwood assigned some credits to Sweetbay Land Company, a Minnesota corporation, and an Oakwood related company. Sweetbay Land Company was given Trunk Fee credit for \$208,216.00 in the Sweetbay Ridge/City of Ramsey development agreement for Sweetbay Ridge Addition. The total amount reimbursed for the Oakwood Contribution to date is therefore \$710,420.00. The amount remaining to be reimbursed to Oakwood is therefore \$5,289,580.00. Oakwood has assigned its rights to the Oakwood Lots Reimbursement to 21st.

Future lots platted from outlots or other lots in Brookfield First, Second and or Third Addition will pay no Trunk Fees for each lot platted, the amount of the Oakwood Contribution deemed reduced by the Trunk Fee credit will be \$3,062 per lot (\$1,925 for the Water Trunk Fee and \$1,137.00 for sewer Trunk Fee). In addition, 21st is entitled to up to 91 additional water Trunk Fee credits from the current unplatted lots in Sweetbay Ridge, and up to 60 additional water Trunk Fee credits from the current unplatted lots in Harmony Farms, pursuant to Section 3.01 of the WSCA. The City shall charge the ultimate developer of the remaining unplatted lands in Sweetbay Ridge (91 lots) and Harmony Farms (60 lots) the full Trunk Fees, and remit the Water Trunk Fees to 21st at the address noted in Article 5 Section 07 in satisfaction of the credits owed to 21st for those two developments. The City will retain the sanitary sewer trunk fees for said lots. Except for the remaining unplatted area of Brookfield (as represented by platted developable outlots), City will also retain the right to all future sanity sewer trunk fees of any kind or nature.

3.02 Additional 21st Reimbursement For each lot (new or existing) connected to city water within the Northwest Service Area, Northeast Service Area (outside of Brookfield or parts thereof,) or within the Additional Oakwood Reimbursement Area, and outside of Sweetbay Ridge and Harmony Farms, 21st will receive from the City the Water Trunk Fee, payable at the time the hookup of a lot occurs, and in the manner provided by Article 5, Section 5.01. If the City increases the Water Trunk Fee, then this per/lot amount will increase by a like amount. The Water Trunk Fee reimbursement will continue until the total amount of the Oakwood Contribution credited by City to date (\$710,420.00) plus the total amount received or credited or paid from new lots created from outlots or other lots in Brookfield or current unplatted lots in Sweetbay Ridge or Harmony Farms plus the total amount received from all other lots platted or hooking up to city water in the Northwest, Northeast Service Area and the Additional Oakwood Reimbursement Area (\$1,925.00 per hookup-or as increased) totals six million dollars (\$6,000,000.00), or until December 31, 2026, whichever comes first.

It is agreed that 21st will not receive any Water Trunk Fee if the City does not receive a Water Trunk Fee as a result of an agreement with any other developer that provides for said developer to pay the cost of the extension of the water main to such developer's property which is considered a payment of the Water Trunk Fees for the lots to be developed by such developer. As further clarification of this sentence, it is anticipated that as new development occurs, the City may have to give incentives to developers to pay for the cost of extending water mains into new neighborhoods. This would normally be accomplished by not requiring the developer to pay for Water Trunk Fees up to the point where the savings from not paying Water Trunk Fees equals the cost to the developer in extending water mains. For example, in a 100/lot development, Water Trunk Fees now in effect would total \$190,250.00 at \$1,925.00 per lot. If the cost of extending the water mains in that project was \$50,000.00, the City would be permitted to give the developer in that project up to \$50,000.00 in Water Trunk Fee relief, meaning that ultimately, 21st would only receive \$140,250.00 in Water Trunk Fees from that development.

B. Article 4 of the WSCA is hereby deleted and replaced by the following Article 4.

ARTICLE FOUR TERM

This Agreement shall expire on December 31, 2026, after which time 21st will receive no further Water Trunk Fees, **NOTWITHSTANDING THAT THE OAKWOOD CONTRIBUTION MAY NOT BE PAID IN FULL AS OF SAID EXPIRATION DATE.** Notwithstanding the foregoing language, if the City adopts any moratoriums on residential development prior to the expiration date, the expiration date will be extended by an amount of time equal to the duration of the moratoriums.

C. Article 5.07: Notice to Oakwood shall be changed to "Notice to 21st", as follows:

If to 21st:

Thomas P. Dolphin, CEO
21st Century Bank
9380 Central Avenue NE
Blaine, MN 55434
Email: tpd@21stcenturybank.com

With a copy to:

Wilbur F. Dorn, Jr.
Dorn Law Firm, Ltd.
9380 Central Avenue NE
Blaine, MN 55434
Email: wfd@dornlegal.com


4. No Other Changes

Except as herein modified, all other terms and conditions of the WCSA shall remain in force and effect, and all Exhibits will remain as originally affixed to the WCSA.

The following page is the signature page.

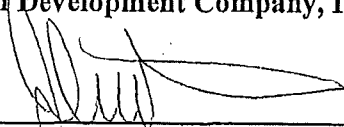
In Witness whereof, the parties have executed this agreement the dates below written:

21st Century Bank

By: 
Thomas P. Dolphin, CEO

Dated: 12-30-09

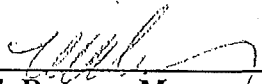
Oakwood Development Company, Inc.

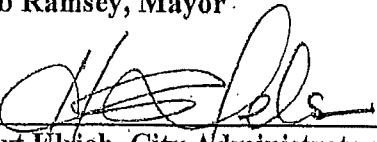
By: 
John Peterson, President

Dated: 12-18-09

City of Ramsey

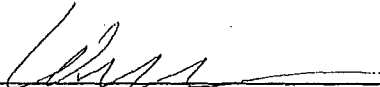
Dated: 12-30-09

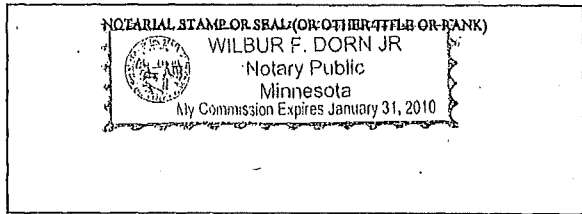
By: 
Bob Ramsey, Mayor

By: 
Kurt Ulyich, City Administrator
Heidi A. Nelson, Deputy City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

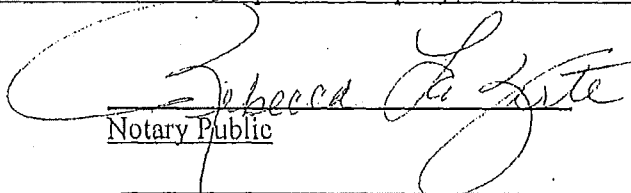
The foregoing instrument was acknowledged before me this 30th day of December, 2009, by Thomas P. Dolphin, the Chief Executive Officer of 21st Century Bank, a Minnesota corporation, on behalf of the corporation.


Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 18th day of December, 2009, by John Peterson, President of Oakwood Development Company, Inc, a Minnesota corporation, on behalf of the corporation.


Notary Public

