

ANOKA COUNTY MINNESOTA

Document No: 2160375.002 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on 01/10/2017 03:57:44 PM

Fees/Taxes in the amount of: \$46.00

Jonell M. Sawyer Deputy: Pam LeBlanc

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

Record ID: 3984570

**CITY OF RAMSEY
AMENDED AND RESTATED DEVELOPMENT CONTRACT (PARTIAL RELEASE)
FOR ALPHA DEVELOPMENT**

This Amended and Restated Development Contract (Partial Release) for Alpha Development (this "Agreement") is dated this 13 day of December, 2016, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**"), and Hageman Holdings, LLC ("**PERMITTEE**"), a Minnesota limited liability company having an address for purposes of this Contract of 13200 43rd St. NE, St. Michael, MN 55376.

WHEREAS, PERMITTEE is the owner of fee title to land situated within the city limits of the City, Anoka County, Minnesota, legally described as follows (the "Property"):

Lot 1, Block 1, and Outlots A, B, and D, ALPHA DEVELOPMENT, according to the recorded plat thereof.

WHEREAS, the **CITY** and the **PERMITTEE** are party to a Development Contract, dated May 20, 2011, recorded in the office of the County Recorder in and for Anoka County, Minnesota on May 23, 2011 as Document No. 2022343.005 (the "Original Development Contract"), which the City required as a condition to its approval of the plat of ALPHA DEVELOPMENT, Anoka County, Minnesota (the "Plat").

WHEREAS, pursuant to the Original Development Contract and as a further condition to the City's approval of the Plat, the **CITY** and **PERMITTEE** are party to an Assessment Agreement, dated May 20, 2011, recorded in the office of said County Recorder on May 23, 2011 as Document No. 2022343.006 (the "Assessment Agreement"), and a Storm Water Treatment and Ponding Maintenance Agreement, dated May 20, 2011, recorded in the office of said County Recorder on May 23, 2011 as Document No. 2022343.008 (the "Maintenance Agreement").

WHEREAS, pursuant to the Original Development Contract, the **CITY** required certain public improvements be completed with respect to certain of the Property, more particularly described in the Original Development Contract and defined as the "Stage I City Improvements" and the "Stage I Permittee Improvements" in the Original Development Contract, all of which have been completed.

WHEREAS, the **PERMITTEE** proposed the construction of various private improvements on the Property (the "Private Improvements") that have not been completed, but were contemplated by the Original Development Contract.

NOW, THEREFORE, the **CITY** and **PERMITTEE** agree as follows:

1. Recitals Incorporated. The factual recitals stated above are hereby incorporated into and made a part of this Agreement.

*ALPHA DEVELOPMENT
Amended Development Contract
- 1 -*

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

2013

④ 51735
MM

2. Amendment and Restatement. This Agreement amends and restates the Original Development Contract in its entirety with the intent and legal effect that the amended and restated terms hereof shall replace the terms of the Original Development Contract. **PERMITTEE** shall have no obligations under the Original Development Contract except as expressly provided in this Agreement, the Assessment Agreement and the Maintenance Agreement
3. Assessment Agreement and Maintenance Agreement. All references in the Assessment Agreement or the Maintenance Agreement to the Original Development Contract are hereby amended to refer to the Original Development Contract, as amended and restated by this Agreement. Except as provided in the preceding sentence, the Assessment Agreement and the Maintenance Agreement shall remain in full force and effect.
4. Development Fees. The **PERMITTEE** or its successors in title to the Property is responsible for the repayment of certain development fees. Said fees were satisfied by, and are to repaid through, special assessments outlined in the Assessment Agreement. The **CITY** will release this section of this Agreement when the terms of the associated Assessment Agreement are completed.
 - a. Park Dedication. The Plat is located in the **CITY**'s Greenland Hills District. The **CITY** acknowledges that **PERMITTEE** has satisfied the park dedication requirement for Lot 1, Block 1 of the Plat by conveying to the **CITY** Outlot C of the Plat.
 - b. Trail Development Fees. The current trail development fee is \$1,090 per commercial acre. The amount due for Lot 1, Block 1 of the Plat is Fifty Eight Thousand Forty Three Dollars and No Cents ($\$1,090.00 \times 64.26 \text{ acres} = \$70,043.00$, less trail credit of $\$12,000 = \$58,043.00$). The acreage is based on a net developable acreage amount instead of a gross acreage amount. **PERMITTEE**'s obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of trail construction of off-site trail improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the trail development fee for the Plat.
 - c. Water and Sanitary Sewer Connection (Trunk) Fees. The current water connection fee is \$8,337 per acre. The current sanitary sewer connection fee is \$3,824 per commercial acre. Based on the net acreage amount of 64.26 acres: the total amount due on Lot 1, Block 1 of the Plat is Seven Hundred Eighty One Thousand Four Hundred Sixty Six Dollars and No Cents ($[\$8,337.00 \times 64.26 \text{ acres}] + [\$3,824.00 \times 64.26 \text{ acres}] = \$781,466.00$). **PERMITTEE**'s obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of water and sanitary sewer trunk construction that is part of the Stage I City Improvements (as such term was defined in the Original Development Agreement) payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the water connection and sanitary sewer connection fees for the Plat.

- d. Water and Sanitary Sewer Lateral Fees. The Property is not subject to standard sanitary sewer and water lateral fees. Water and sanitary sewer improvements are being constructed pursuant to the Assessment Agreement.
 - e. Stormwater Management Fee. The current stormwater management fee is \$4,465 per commercial acre. The amount due for Lot 1, Block 1 of the Plat is Two Hundred Fifty Thousand Forty and No/100 Dollars (\$4,465.00 x 56 acres = **\$250,040.00**). The acreage is based on a permeable surface calculation instead of a gross acreage calculation. **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of stormwater facilities part of the Stage I City Improvements (as such term was defined in the Original Development Agreement) payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the stormwater management fee for the Plat.
 - f. Future Development Fees. **PERMITTEE** agrees that, except as otherwise provided in the Assessment Agreement, none of the above fees are being collected for any of Outlots A, B or D in the Plat, and therefore said outlots are subject to similar fees at a future date when such outlots are subdivided for development, but such fees shall not be duplicative of fees assessed to Outlots A, B and D pursuant to the Assessment Agreement.
5. Miscellaneous.
- a. Proof of Authority. The **CITY** requires **PERMITTEE** to provide proof of authority by its governing board to execute 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 **PERMITTEE**.
 - b. Contract Binding On Successors and Assigns. This Agreement shall be binding upon the parties, and their respective successors and assigns.
6. Requirements for Issuance of Building Permits within the Plat.
- a. The **PERMITTEE** shall enter into a new development agreement for private improvements per City Code Section 117-54. The **PERMITTEE** shall be responsible for installing improvements required by Chapter 117 in effect at the time of approval.
 - b. The **PERMITTEE** shall not be in default of amounts owing under the Assessment Agreement.
7. Notices. All notices required or permitted by this Agreement to be given to a party shall be in writing, and shall be either personally delivered or mailed by certified or registered mail to such party at the following address or such other address as such party shall specify in a notice to the other party:

Hageman Holdings, LLC
13200 43rd Street NE
St. Michael, MN 55376-8420

City Administrator
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

CITY OF RAMSEY

By: Saul Stro
Its: Mayor

ATTEST

By: [Signature]
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 12th day of December, 2016, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.



[Signature]
Notary Public

