

2022343.005



Record ID 2405763

**CITY OF RAMSEY  
DEVELOPMENT CONTRACT  
FOR ALPHA DEVELOPMENT AND LEGACY CHRISTIAN ACADEMY SITE PLAN**

This CONTRACT dated this 20<sup>th</sup> day of May, 2011, 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 43<sup>rd</sup> 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, HY-10 Ramsey 2nd Addition, Anoka County, Minnesota, except that part thereof depicted as Parcel 2 on Anoka County Highway Right of Way Plat No. 74, which was conveyed to the County of Anoka by Warranty Deed dated January 25, 2010, recorded on January 28, 2010, as Document No. 2012921.002;

-And-

The Northeast Quarter of the Southwest Quarter, Section 20, Township 32, Range 25, Anoka County, Minnesota;

-And-

Outlot A, Pine Shadows, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota;

-And-

The Southwest Quarter of the Southeast Quarter, Section 20, Township 32, Range 25, Anoka County, Minnesota, except that part platted as Menkveld's Pine Hills North;

-And-

That part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter that lies north of the Burlington Northern Railway right-of-way, Section 29, Township 32, Range 25, Anoka County, Minnesota.

-or upon recording of the Plat contemplated herein-

Lot 1, Block 1 and Outlots A, B, C, and D, ALPHA DEVELOPMENT, Anoka County, Minnesota.

**WHEREAS**, on December 14, 2010, pursuant to Resolution No. 10-12-271, the **CITY** approved the final plat of the Property, which plat is known as **ALPHA DEVELOPMENT** (the "**Plat**"), which approval is contingent on certain requirements, including **PERMITTEE** and the **CITY** entering into this Contract; and

**WHEREAS**, the **CITY** requires that certain improvements be constructed on the Property, which improvements (collectively, the "Improvements") are defined in this Contract and consist of the Stage I Improvements and the Stage II Improvements; and

**WHEREAS**, **PERMITTEE** has requested, and the **CITY** has agreed, to cause certain Stage I Improvements to the Property to be constructed by and with financial participation by the **CITY** through a Minnesota Statutes Chapter 429 and City Charter assessment process; and

**WHEREAS**, **PERMITTEE** desires to construct certain Stage I and Stage II Improvements in accordance with the Plat and plans approved by **PERMITTEE** and the **CITY**; and

**WHEREAS**, **PERMITTEE** understands that the **CITY** will expend no **CITY** funds until **PERMITTEE** has complied with the relevant escrow requirements in the Code of Ordinances of the **CITY**.

**WHEREAS**, the **PERMITTEE** has proposed to construct a single buildable lot public/quasi public development.

**WHEREAS**, the **PERMITTEE** has proposed to construct a K-12 private school and that the **CITY** has had a long standing strategic goal to increase the educational opportunities within the community.

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

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that **PERMITTEE** provide the necessary security in accordance with the terms of this Contract pursuant to the City Code and agrees to the Assessment Agreement as defined below in paragraph #5.
2. Permittee Plans. **PERMITTEE** shall develop the Property in accordance with the Permittee Plans. The Permittee Plans as they currently exist were prepared by Anderson Engineering, are dated September 3, 2010 and revised November 1, 2010 with revisions as required by the City Staff Review Letter dated December 8, 2010, are in the files of the **CITY** and consist of the following: Final Plat Plan, Utility Plans; Sanitary Sewer and Watermain Construction; Storm Sewer and Street Construction; Grading, Erosion Control and Details; Landscape Plan and Tree Inventory. The Permittee Plans shall not be amended without the consent of the **CITY**.
3. Stage I Improvements. The "Stage I City Improvements", consist of the following:
  - a. Extension of sanitary sewer along the west side of Armstrong Boulevard from just north of Sunwood Drive to Bunker Lake Boulevard;

- b. Extension of watermain from the east side of Armstrong Boulevard to the west side of Bunker Lake Boulevard;
- c. Extension of sanitary sewer and watermain in the Bunker Lake Boulevard right-of-way dedicated pursuant to the Plat;
- d. Development of a storm sewer system to service the street and right-of-way requirements in the Property;
- e. Extension of Bunker Lake Boulevard roadway through the Property from Armstrong Boulevard to Puma Street N.W., consisting of two lanes, with curb and gutter on the north side of the roadway, and shoulder on the south side of the roadway; and
- f. Construction of trail: along the north side of Bunker Lake Boulevard from Armstrong Boulevard to Puma Street N.W.; and along the west side of Puma Street N.W. from Bunker Lake Boulevard to Alpine Drive.
- g. Extension of Puma Street roadway from Bunker Lake Blvd. to Alpine Drive with limited width and overlay standards, consisting of two lanes, no curb and trail extension on west side of street.

The **CITY** agrees to construct the Stage I City Improvements according to the terms and conditions of this Contract and in accordance with the Plans, which are subject to revisions per City Staff Review Letter dated December 8, 2010, and which, together with each contract for construction of the Improvements, shall be submitted to the City Engineer and to **PERMITTEE** for their review and approval prior to execution by the **CITY** of any such contract and prior to commencement of construction of the Stage I City Improvements.

- 4. The improvements that the **CITY** requires be made to the Property and that the **PERMITTEE** shall cause to be made are the "Stage I Permittee Improvements", and consist of the following:
  - a. Sanitary sewer and water line extensions from the main municipal trunk line to the building to be constructed on Lot 1.
  - b. Natural gas line to building on Lot 1
  - c. Telephone service to building on Lot 1
  - d. Electric Service to building on Lot 1
  - e. Landscaping improvements in accordance with the approved Permittee Plans on Lot 1 and within the Bunker Lake Boulevard right-of-way.
  - f. Stormwater facilities on Lot 1 and Outlot D
  - g. Easements
  - h. Grading of Lot 1 and stormwater facilities on Outlot D

- i. Rough grading in right-of-way of Bunker Lake Boulevard and required removals consistent with City plans prepared by WSB dated April 28, 2011 as amended.
- j. As-builts in scalable, reproducible format, public and private Stormwater ponds and utilities as part of Stage I Permittee Improvements.

A Stage I Permittee Improvement Financial Guarantee shall be provided as required in Paragraph 6 below in conjunction only with items a, e, f, h, i and j above.

**PERMITTEE** agrees to construct the Stage I Permittee Improvements according to the terms and conditions of this Contract and in accordance with the Permittee Plans, which are subject to revisions per City Staff Review Letter dated December 8, 2010, and which, together with each contract for construction of the Permittee Improvements, shall be submitted to the City Engineer and to **PERMITTEE** for their review and approval prior to execution by **PERMITTEE** of any such contract and prior to commencement of construction of the Stage I Permittee Improvements.

5. Assessment Agreement. **PERMITTEE** and the **CITY** shall execute and deliver an Assessment Agreement (the "Assessment Agreement"), substantially in the form and substance attached hereto as **Exhibit "A"** prior to commencement of the Stage I City Improvements.
6. Stage I Improvement Financial Guarantee. **PERMITTEE** shall not be responsible for a financial guarantee for the Stage I City Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage I Permittee Improvements to insure timely completion of the Stage I Permittee Improvements. **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage I Permittee Improvements are completed. **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage I Permittee Improvements that are not complete at the time a City required Certificate of Occupancy is requested by **PERMITTEE** equal to the amount of 125% of the City Engineer's estimated cost of the remaining Stage I Permittee Improvements. The said financial guarantee shall be in the form of a letter of credit or cash escrow held by the **CITY**. **PERMITTEE** agrees to provide the **CITY** with documentation from applicable utility companies that said utility has been satisfied as to Stage I Permittee Improvements and properly paid for said work or provide appropriate lien waivers. The **PERMITTEE** may apply for reductions in the Letter of Credit or cash escrow as the Stage I Permittee Improvements are completed and accepted by the **CITY**. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, any remaining balanced on the letter of credit or escrow account shall be promptly returned to the **PERMITTEE**.
7. Inspection Fees. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of the Stage I Permittee Improvements. To insure payment of the inspection costs **PERMITTEE** shall deposit with the **CITY** a cash escrow in the amount of \$20,000.00 which equals 5% of the City Engineer's estimated cost of the Stage I Permittee Improvements. **PERMITTEE** agrees that said escrow fees may be used to address clean-up costs in the event of default by the **PERMITTEE**. The

**CITY** shall maintain an accurate accounting of charges to the escrow amount and shall provide a monthly statement of all such charges. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, the remaining balance in the escrow account shall be promptly returned to **PERMITTEE**. In the event the said \$20,000.00 cash escrow is not sufficient to defray the inspection costs and/or clean-up costs, **PERMITTEE** agrees to supplement the cash escrow within ten (10) days of written request by the **CITY** in an amount reasonably sufficient to insure payment of the inspections costs and/or clean-up costs.

8. Stage I Improvement Installation. The Stage I Improvements shall be installed in accordance with the City Plans and Permittee Plans and in accordance with **CITY** standards and the City Code. The **CITY** and **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction of the Stage I Improvements. Within thirty (30) days after the completion of the Stage I City Improvements, the **CITY** shall have prepared a complete set of reproducible "As Built" plans for the Stage I City Improvements, developed by a certified engineer.
9. Time of Performance. The **CITY** shall have substantial completion of all Stage I City Improvements by December 1, 2011 and final completion by June 30, 2012, provided that the time for completion shall be extended to the extent that **PERMITTEE'S** acts or omissions unreasonably delays completion of the Stage I City Improvements. **PERMITTEE** shall install all Stage I Permittee Improvements by June 30, 2012, provided that the time for completion shall be extended to the extent that **CITY'S** acts or omissions unreasonably delays completion of the Stage I Permittee Improvements.
10. Stage I Improvement Warranty Financial Guarantee. A Stage I Improvement Financial Warranty Guarantee shall not be required for Stage I City Improvements. A Stage I Improvement Warranty Financial Guarantee shall be required for Stage I Permittee Improvements as applicable to Item #4.e above. The **PERMITTEE** shall deposit as cash escrow or letter of credit the amount of Eighty Two Thousand Five Hundred Seventy Five Dollars and No Cents (**\$82,575.00**), which is equivalent to  $([358 \times \$150/\text{tree}] + [385 \times \$75/\text{shrub}] \times 30\% \text{ mortality rate})$ . The **PERMITTEE** may apply for reductions in the Letter of Credit or cash escrow as the Stage I Permittee Improvements are completed and accepted by the **CITY**. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, any remaining balanced on the letter of credit or escrow account shall be promptly returned to the **PERMITTEE**.
11. Ownership of Improvements. Upon completion and acceptance by the **CITY**; the Stage I City Improvements lying within public easements shall become **CITY** property without further notice or action.
12. License. **PERMITTEE** hereby grants to the **CITY**, its agents, employees, officers and contractors, a license to enter the Property from time to time in order to perform all work and/or inspections deemed appropriate by the **CITY** during installation of the Improvements. This license shall expire after the Improvements installed pursuant to this Contract have been installed and accepted by the **CITY**.

13. Stage II Improvements. The Stage II Improvements which the **CITY** requires **PERMITTEE** to construct, which are not otherwise included in the Stage I Improvements, are as follows:
  - a. Monument stakes for the Plat
14. Stage II Improvements to remaining Plat outlots. **PERMITTEE** agrees that Stage II Improvements shall be required on remaining Plat outlots at the time of development of said outlots.
15. Clean Up. **PERMITTEE** and the **CITY** each shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Stage I Permittee Improvements or the Stage I City Improvements, as the case may be.
16. Payment for Stage II Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage II Improvements to ensure timely completion of the Stage II Improvements. **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage II Improvements are completed. **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage II Improvements that are not complete at the time a Certificate of Occupancy is requested by **PERMITTEE** in the amount of 125% of the City Engineer's estimated cost of the remaining State II Improvements. **PERMITTEE** shall deposit said amount as a letter of credit or cash escrow.
17. Street Cleaning. After the street surfacing is installed, the **CITY** and **PERMITTEE** each shall clear any soil, earth or debris from the streets and Stormwater facilities resulting from any construction within the Plat by such party. From time to time and upon not less than thirty six (36) hours prior notice to **PERMITTEE**, the **CITY** may remove, at the expense of **PERMITTEE**, accumulations of soil, earth and debris from the streets and Stormwater facilities within the Plat resulting from construction of the Improvements, and **PERMITTEE** shall pay each invoice from the **CITY** to **PERMITTEE** for such costs within fifteen (15) days of receipt of the invoice.
18. Default. In the event of default by **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Contract is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the Property. When the **CITY** does any such work, the **CITY** may, in addition to its other remedies, assess the cost in whole or in part to the benefitted portion(s) of the Property. **PERMITTEE** authorizes reimbursement from any of **PERMITTEE**'s escrows held by the **CITY**.

19. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason invalid, such decision shall not affect the validity of the remaining portions of this Contract.
- b. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver of or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The **CITY**'s failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- c. Compliance with Laws and Regulations. **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until **PERMITTEE** cause the Plat to so comply. Upon the **CITY**'s demand, **PERMITTEE** shall cease work until there is compliance.
- d. Recording; Termination and Release. This Contract shall run with the land and shall be recorded in the office of the Anoka County Recorder at the expense of **PERMITTEE**. After **PERMITTEE** has completed the work required of it under this Contract, as to all or any portion of the Property, at the request of **PERMITTEE** the **CITY** will execute in recordable form and deliver either a termination of this Contract or a release of such portion of the Property from the effect of this Contract.
- e. Mailbox Locations. **PERMITTEE** agree that the placement of mailboxes along public streets is subject to the approval by the **CITY**, and location of utilities will be necessary through Gopher State One-Call.
- f. Boulevard and Area Restoration. The **CITY** shall be responsible for the cost of establishing seed in all boulevards, except as otherwise noted, within thirty (30) days after completion of the street improvements included in the Stage I City Improvements, and restoring all other areas disturbed by the Stage I City Improvements, in accordance with approved Grading and Erosion Control plans prepared by WSB Associated dated April 28, 2011, as amended. **PERMITTEE** shall be responsible for topsoil, trees, and establishment of seed along the north side of Bunker Lake Boulevard. The **CITY** or **PERMITTEE**, as the case may be, shall be responsible for the cost of cleaning any soil, earth or debris from wetlands within and adjacent to the Property resulting from grading in connection with the Stage I City Improvements or the Stage I Permittee Improvements, respectively.

- g. Construction, Hours and Entrance Signs. The CITY restricts construction and delivery hours to Monday through Saturday, 7:00 a.m. to 10:00 p.m. **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.
- h. Construction Site Maintenance. **PERMITTEE** shall adhere to all CITY ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
- i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Contract as to the Stage I City Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agree to pay the entire cost of the Improvements, including interest, engineering and legal fees related thereto; provided, however, that **PERMITTEE'S** responsibility for payment of the cost of the Stage I City Improvements shall be limited to the obligations of **PERMITTEE** under the Assessment Agreement.
- j. Plat Approval Expenses. **PERMITTEE** shall pay to CITY all reasonable CITY expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, and engineering and legal fees. Any such expenses incurred after recording of the Plat shall be paid within fifteen (15) days after receipt of an invoice therefor. Failure to pay the CITY'S expenses within that fifteen (15) day period will permit the CITY to draw for payment upon any of the escrows required by this Contract. The CITY agrees to provide to **PERMITTEE**, promptly upon request, an estimate of all such expenses.
- k. Reimbursement to the CITY. **PERMITTEE** shall reimburse the CITY for all costs incurred by the CITY in defense or enforcement of this Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- l. Marketable Title. Prior to recording of the Plat, **PERMITTEE** shall provide the CITY with proof of marketable title to the Property, either through a currently certified abstract, registered property abstract or title insurance.
- m. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Contract shall be defined as a document issued by the CITY'S Building Official, which authorizes a structure to be used for its intended purposes.
- n. Proof of Authority. The CITY requires **PERMITTEE** to provide proof of authority by its governing board to execute this Contract. This proof of authority may be satisfied by providing the CITY with a certified copy of the minutes of the governing board of **PERMITTEE**.
- o. Recording of This Contract. See Section 19(d) above.

- p. Violation of This Contract. If **PERMITTEE** fail to perform any of the terms of this Contract, the **CITY** shall be entitled to recover, from **PERMITTEE** or the issuer of its financial guarantee, the full amount of any and all financial guarantees or withhold the Certificate of Occupancy as defined in Section 16(m) above. Breach of any of the terms of this Contract by **PERMITTEE** shall be grounds for denial of a building permit for any portion of the Property still owned by **PERMITTEE**.
- q. Contract Binding On Successors and Assigns. This Contract shall be binding upon the parties, and their respective successors and assigns.
- r. Letters of Credit. All letters of credit presented as a financial guarantee, if required prior to issuance of a Certificate of Occupancy, shall be first approved as to form and content prior to acceptance by the **CITY**.
20. Requirements for Building Permit and Certificate of Occupancy.
- a. No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the proposed structure; (b) a Certificate of Survey, including the survey information required by the **CITY**, has been supplied to the **CITY** Building Official; (c) all the financial guarantees required by the **CITY** have been satisfied; (d) a permit from the Lower Rum River Watershed Management Organization has been obtained; (e) a permit from Anoka County Soil Conservation District has been obtained (if necessary); and (f) this Contract has been signed and received by the **CITY**. A footings and foundation permit for the structure has been waived by prior action of the City Council.
- b. No Certificate of Occupancy for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided, including installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY** in accordance with this Agreement; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, is provided to the **CITY** documenting that the flattest grade on the lot is 1% or greater; and (d) boulevard sod and landscape tree, or escrow for same, have been provided.
- c. All improvements included in the Permittee Plans, including amendment required of the City Staff Review Letter dated December 8, 2010 are completed, or financial guarantee in the amount of 150% the City Engineer's estimate of the cost of said improvements is secured in the form of cash escrow or letter of credit for the parking lot and related items.
21. Park Dedication. The Plat is located in the **CITY**'s Greenland Hills District. The current park dedication requirement is \$4,738 per commercial acre. At the City Council meeting on October 26, 2010, the Council accepted the recommendation of the Park Commission to accept, in full satisfaction of the park dedication requirement for the Plat, fee title to a

- 4.175 acre Outlot in the Plat. As a condition to the **CITY'S** release of the Plat for recording, **PERMITTEE** shall convey to the **CITY** fee title to the 4.175 acre Outlot C as shown on the proposed Plat, dated November 1, 2010 prepared by Anderson Engineering of Minnesota, LLC. The **CITY** and **PERMITTEE** agree that said Outlot is not being dedicated as park, but being transferred in fee-title to the **CITY**.
22. Trail Development Fees. The current trail development fee is \$1,090 per commercial acre. The amount due for 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.
  23. 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 the 64.26 acre Plat is Seven Hundred Eighty One Thousand Four Hundred Sixty Six Dollars and No Cents ( $[\$8,337.00 \times 64.26 \text{ acres}] + [\$3,824.00 \times 64.26 \text{ acres}] = \mathbf{\$781,466.00}$ ). **PERMITTEE'S** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of water and sanitary sewer trunk construction part of the Stage I City Improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the water connection and sanitary sewer connection fees for the Plat.
  24. 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.
  25. Stormwater Management Fee. The current stormwater management fee is \$4,465 per commercial acre. The amount due for the Plat is Two Hundred Fifty Thousand Forty and No/100 Dollars ( $\$4,465.00 \times 56 \text{ acres} = \mathbf{\$250,040.00}$ ). 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 payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the stormwater management fee for the Plat.
  26. Future Development Fees. **PERMITTEE** agrees that none of the above fees are being collected for any of the outlots in the Plat, and therefore said outlots are subject to similar fees at a future date when such outlots are subdivided for development.
  27. Trail Construction. Trails are being paid pursuant to the Assessment Agreement and constructed by the City in accordance with the plans prepared by WSB and Associates and dated April 28, 2011 as amended.

28. Easements. **PERMITTEE** shall be responsible for drafting and recording easements for all trails and sidewalks on private property. Said easements shall be executed prior to the **CITY** releasing the Plat for recording and shall be recorded at the same time as the Plat.
29. Maintenance Agreement. **PERMITTEE** shall be responsible for drafting and recording a maintenance agreement for on-site stormwater improvements, subject to review and approval of the City Engineer.
30. Notices. All notices required or permitted by this Contract 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



Exhibit A  
Assessment Agreement

THIS ASSESSMENT AGREEMENT (this "Agreement") is made this 20<sup>th</sup> day of May, 2011, by and between **City of Ramsey**, a Minnesota municipal corporation (the "City") with offices at 7550 Sunwood Drive N.W., Ramsey, Minnesota 55303, and **Hageman Holdings, LLC**, a Minnesota limited liability company ("Owner") having an address of 13200 43<sup>rd</sup> St. NE, St. Michael, MN 55376, and is based on the following facts:

A. Owner is the owner of fee title the Property, as defined in the Development Contract.

B. Owner has applied to the City for approval of a subdivision of the Property into Lot 1, Block 1, and Outlots A, B, C and D, Alpha Development, Anoka County, Minnesota, pursuant to the plat of Alpha Development (the "Plat").

C. The City has approved the Plat subject to certain conditions as specified in that certain Development Contract between the City and Owner, dated May 19, 2011 (the "Development Contract").

D. The Development Contract contemplates that the City and Owner will enter into this Agreement.

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Owner, the parties hereby agree as follows:

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part of this Agreement by this reference.

2. Definitions. Capitalized terms used but not defined in this Agreement are defined as provided in the Development Contract.

3. Assessment. A special assessment (the "Assessment") is hereby levied against the Property under Minnesota Statutes Chapter 429 in an amount (the "Aggregate Assessment Amount") equal to the amount of the "Project Costs" of the Stage I City Improvements as defined in the Development Contract. For purposes of this Agreement, "Project Costs" means the actual total cost of the Stage I City Improvements including: 1) 5% contingency, 2) 16% for construction engineering and administration fees, and; 3) trunk fees. The Aggregate Assessment Amount shall not exceed \$1,701,077.34, and the assessment shall be allocated to and levied against portions of the Property created by the Plat as follows:

<b>Parcel Description</b>	<b>Area</b>	<b>Allocation %</b>	<b>Assessment Amount</b>
Lot 1, Block 1	86.436 acres	60%	\$1,014,006.34
Outlot B	45.196 acres	33%	\$563,751.00
Outlot D	9.621 acres	7%	\$123,320.00
<b>Total</b>			<b>\$1,701,077.34</b>

The composition of the maximum amount of Project Costs is set forth as listed below:

<b><u>Estimated Improvement Costs</u></b>		
Street and Trail Improvement - Bunker Lake Extension		\$429,133.32
Drainage Improvements - Bunker Lake		\$113,176.31
Sanitary Sewer - Bunker Lake		\$135,096.73
Watermain Extension - Bunker Lake Blvd.		\$246,717.05
Puma Street Surfacing & Trail		\$247,351.74
	Sub-total	\$1,171,475.15
5% Contingency		\$58,573.76
	Sub-total	<b>\$1,230,048.91</b>
<b><u>Engineering Costs</u></b>		
Developer Construction Engineering Fee		\$64,363.59
Design Engineering Fee		\$85,000.00
3% for City Construction Administration		\$35,144.25
	Sub-total	<b>\$184,507.84</b>
<b><u>Allocation of Development Fees</u></b>		
Sanitary Sewer Trunk Fee		\$70,374.44
Stormwater Trunk Fee		\$103,137.15
Water Trunk Fee		\$215,497.27
Trail Development Fee		\$58,043.00
	Sub-total	<b>\$447,051.86</b>
Dirt Road Elimination Program		<u>(\$160,531.28)</u>
	Grand Total	<b>\$1,701,077.34</b>

4. Waiver by Owner. The Assessments levied under Section 3 above shall be deemed adopted on the date this Agreement is signed by the City. Owner, by signing this Agreement, acknowledges that the Property is benefited by the Stage I City Improvements in an amount at least equal to the amount of the Project Costs, and hereby unconditionally waives all

procedural and substantive objections to the Assessment, including without limitation any right to a hearing and any right to appeal the levying of the Assessment.

5. Payment of Lot 1, Block 1 Assessment. The Assessment for Lot 1, Block 1 of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than October 15, 2012. The fixed interest rate applied to the Assessment shall be: (a) if the City elects to finance the Project Costs internally, a fixed rate not greater than two percent (2%) per annum in excess of the "prime rate" as published in *The Wall Street Journal* on the date of this Agreement; or (b) if the City elects to finance Project Costs through issuance of bonds (the "Bonds"), the fixed rate payable on the Bonds plus any discount and costs of issuance of the Bonds actually payable by the City, not to exceed two percent (2%) of the aggregate amount of the Bonds.

6. Deferred Assessments. The Assessments for Outlots B and D of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than May 15, 2015, except that if Owner conveys either of said outlots to a party unaffiliated with Owner, the due date of the first installment of the Assessments for that outlot may be accelerated by the City to the May 15 next succeeding the date of such conveyance. The interest rate on the Assessments levied against Outlots B and D shall be the same as the interest rate specified in Section 5 above. Said interest will accrue beginning on the date of the bond sale.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Its: Mayor

ATTEST

By: \_\_\_\_\_  
Its: City Administrator

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Bob Ramsey 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.

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

**HAGEMAN HOLDINGS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me a Notary Public within and for said County, personally Mike Hageman, to me personally known, who each by me duly sworn, did say that he is the Chief Manager of Hageman Holdings, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Moss & Barnett (JLW)  
A Professional Association  
4800 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402-4129

ANOKA COUNTY MINNESOTA

Document No.: 2022343.005 ABSTRACT

I hereby certify that the within instrument was filed in this  
office for record on: 05/23/2011 8:50:00 AM

Fees/Taxes In the Amount of: \$46.00

LARRY W. DALIEN

Anoka County Property Tax  
Administrator/Recorder/Registrar of Titles

MDT, Deputy

Delinquent Taxes Certified  
Transfer Entered

Record ID: 2405763

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 43<sup>rd</sup> 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 -

3351371v9

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 Stora  
Its: Mayor

**ATTEST**

By: [Signature]  
Its: City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA     )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> 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





## ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT (this "Agreement") is made this 20<sup>th</sup> day of May, 2011, by and between **City of Ramsey**, a Minnesota municipal corporation (the "City") with offices at 7550 Sunwood Drive N.W., Ramsey, Minnesota 55303, and **Hageman Holdings, LLC**, a Minnesota limited liability company ("Owner") having an address of 13200 43<sup>rd</sup> St. NE, St. Michael, MN 55376, and is based on the following facts:

- A. Owner is the owner of fee title the Property, as defined in the Development Contract.
- B. Owner has applied to the City for approval of a subdivision of the Property into Lot 1, Block 1, and Outlots A, B, C and D, Alpha Development, Anoka County, Minnesota, pursuant to the plat of Alpha Development (the "Plat").
- C. The City has approved the Plat subject to certain conditions as specified in that certain Development Contract between the City and Owner, dated May 19, 2011 (the "Development Contract").
- D. The Development Contract contemplates that the City and Owner will enter into this Agreement.

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Owner, the parties hereby agree as follows:

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part of this Agreement by this reference.
2. Definitions. Capitalized terms used but not defined in this Agreement are defined as provided in the Development Contract.
3. Assessment. A special assessment (the "Assessment") is hereby levied against the Property under Minnesota Statutes Chapter 429 in an amount (the "Aggregate Assessment Amount") equal to the amount of the "Project Costs" of the Stage I City Improvements as defined in the Development Contract. For purposes of this Agreement, "Project Costs" means the actual total cost of the Stage I City Improvements including: 1) 5% contingency, 2) 16% for for construction engineering and administration fees, and; 3) trunk fees. The Aggregate Assessment Amount shall not exceed \$1,701,077.34, and the assessment shall be allocated to and levied against portions of the Property created by the Plat as follows:

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

33236 (A) 6810

<b>Parcel Description</b>	<b>Area</b>	<b>Allocation %</b>	<b>Assessment Amount</b>
Lot 1, Block 1	86.436 acres	60%	\$1,014,006.34
Outlot B	45.196 acres	33%	\$563,751.00
Outlot D	9.621 acres	7%	\$123,320.00
<b>Total</b>			<b>\$1,701,077.34</b>

The composition of the maximum amount of Project Costs is set forth as listed below:

<b><u>Estimated Improvement Costs</u></b>		
Street and Trail Improvement - Bunker Lake Extension		\$429,133.32
Drainage Improvements - Bunker Lake		\$113,176.31
Sanitary Sewer - Bunker Lake		\$135,096.73
Watermain Extension - Bunker Lake Blvd.		\$246,717.05
Puma Street Surfacing & Trail		\$247,351.74
	Sub-total	\$1,171,475.15
5% Contingency		\$58,573.76
	Sub-total	<b>\$1,230,048.91</b>
<b><u>Engineering Costs</u></b>		
Developer Construction Engineering Fee		\$64,363.59
Design Engineering Fee		\$85,000.00
3% for City Construction Administration		\$35,144.25
	Sub-total	<b>\$184,507.84</b>
<b><u>Allocation of Development Fees</u></b>		
Sanitary Sewer Trunk Fee		\$70,374.44
Stormwater Trunk Fee		\$103,137.15
Water Trunk Fee		\$215,497.27
Trail Development Fee		\$58,043.00
	Sub-total	<b>\$447,051.86</b>
Dirt Road Elimination Program		<u>(\$160,531.28)</u>
	Grand Total	<b>\$1,701,077.34</b>

4. Waiver by Owner. The Assessments levied under Section 3 above shall be deemed adopted on the date this Agreement is signed by the City. Owner, by signing this Agreement, acknowledges that the Property is benefited by the Stage I City Improvements in an amount at least equal to the amount of the Project Costs, and hereby unconditionally waives all procedural and substantive objections to the Assessment, including without limitation any right to a hearing and any right to appeal the levying of the Assessment.



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Bob Ramsey 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.

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

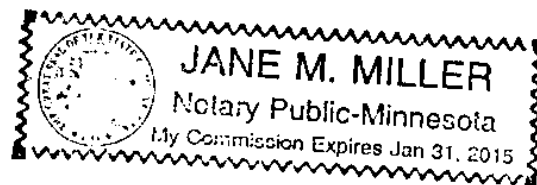
**HAGEMAN HOLDINGS, LLC**

By: *[Signature]*  
Its: chief manager

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Wright )

On this 20<sup>th</sup> day of May, 2011, before me a Notary Public within and for said County, personally Mike Hageman, to me personally known, who each by me duly sworn, did say that he is the Chief Manager of Hageman Holdings, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

*[Signature]*  
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:  
Moss & Barnett (JLW)  
A Professional Association  
4800 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402-4129

ANOKA COUNTY MINNESOTA

Document No.: 2022343.006 ABSTRACT

I hereby certify that the within instrument was filed in this  
office for record on: 05/23/2011 8:50:00 AM

Fees/Taxes In the Amount of: \$46.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MDT, Deputy

Delinquent Taxes Certified

Transfer Entered

Record ID: 2405764



AMENDED AND RESTATED ASSESSMENT AGREEMENT

THIS AGREEMENT, made this 19 day of September, 2019, by and between the City of Ramsey, a municipal corporation under the laws of the State of Minnesota (the "City") and Hageman Holdings, LLC, a Minnesota limited liability company (the "Owner"), and is based on the following facts.

- A. CITY and OWNER entered into an Assessment Agreement dated May 20, 2011 and recorded with Anoka County Property Records as Document #2022343.006 (the "2011 Assessment Agreement").
- B. OWNER has previously sold Outlot B, ALPHA DEVELOPMENT, and it is no longer subject to the 2011 Assessment Agreement because its assessments have been paid in full.
- C. OWNER, in order to sell and convey a portion of Lot 1, Block 1, ALPHA DEVELOPMENT, is subdividing said lot pursuant to the plat of AMSTERDAM EXTENSION.
- D. OWNER is retaining title to only Lot 2, Block 1, AMSTERDAM EXTENSION, and has paid to City, on or prior to the date of this Agreement, the portion of the assessments owing under the 2011 Assessment Agreement that are attributable to the land being sold by OWNER.
- E. CITY has approved a site plan for Delta ModTech on a portion of Lot 1, Block 1 (the "Delta ModTech Project").

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the CITY and OWNER, the parties hereby agree as follows.

- 1. Owner has paid \$399,116.97 attributed to Lot 1, Block 1, Amsterdam Extension as calculated by linear foot of frontage.
- 2. Section 3 of the 2011 Assessment Agreement is hereby amended and restated to read as follow.

Parcel Description	Linear Feet	Percentage	Unpaid Balance of Assessment
Lot 2, Block 1, AMSTERDAM EXTENSION	1348	43%	\$529,062.03
OUTLOT D, ALPHA DEVELOPMENT	NA	NA	\$108,287.57

- 3. No other changes. Except as herein modified, all other terms and conditions of the 2011 Assessment Agreement shall remain in force and effect.

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

55583

ATJ  
90f10

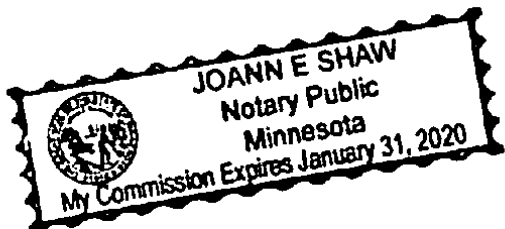
CITY OF RAMSEY

By: [Signature]  
John LeTourneau  
Its: Mayor

By: [Signature]  
Kurtis G. Ulrich  
Its: City Administrator

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September 2019, by John LeTourneau 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



ANOKA COUNTY MINNESOTA

Document No.: 2239308.009 ABSTRACT

I hereby certify that the within instrument was filed in  
this office for record on: 09/23/2019 12:39:00 PM

Fees/Taxes In the Amount of \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

RMH, Deputy

Record ID: 4236701



2022343.008

*(Reserved for Recording Data)*

**STORM WATER TREATMENT AND PONDING  
MAINTENANCE AGREEMENT**

THIS STORM WATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this "Agreement") is made this 20 day of May, 2011, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the "City") and **HAGEMAN HOLDINGS, LLC** a Minnesota limited liability company having an address for purposes of this Agreement of 13200 43<sup>rd</sup> Street N.E., St. Michael, MN 55376 (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as Lot 1, Block 1, and Outlots A, B, C and D, ALPHA DEVELOPMENT, according to the recorded plat thereof (the "Property"); and

WHEREAS, a private school campus ("Legacy Christian Academy") is proposed to be constructed on said Lot 1, Block 1 ("Lot 1"), and the City has required that the Developer make provisions for the construction, maintenance and repair of a storm water management system that utilizes (among other things) infiltration areas, sump manholes, storm sewer pipes, and ponding facilities ("Storm Water Management Practices") located within the Property, as shown on **Exhibit "A"** attached hereto and as the same are described and depicted in those certain construction plans drawn by Anderson Engineering of Minnesota, LLC (the "Plans"); and

WHEREAS, the Storm Water Management Practices are sufficient to serve portions of the Property in addition to Lot 1; and

WHEREAS, the City approved the Legacy Christian Academy conditioned on the requirement that the Developer enter into an agreement for the maintenance of the Storm Water Management Practices within the Property; and

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

33236 (A) 8/2/14

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Storm Water Management Practices and the responsibility relating to the costs of the repair and maintenance of the Storm Water Management Practices.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Construction of the Storm Water Management Practices. The Developer shall construct the Storm Water Management Practices according to the Plans.

2. Maintenance of the Storm Water Management Practices. The owners from time to time of fee title to the various parcels included in the Property (collectively, the "Owners") shall repair and maintain the Storm Water Management Practices at no expense to the City. The Owners, by duly recorded agreement, may allocate between or among themselves their respective shares of the costs of such repair and maintenance, based on the relative benefits received by each parcel included in the Property or otherwise, but until otherwise provided in any such agreement the Owner of Lot 1 shall be solely responsible for such repair and maintenance and the costs thereof. Maintenance of the Storm Water Management Practices shall include, but not be limited to:

- (i) Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one in each spring (to remove debris, winter salt and sand deposits, etc.), and autumn (to remove vegetation, sediment, debris, leaves, etc.). If necessary, corrective actions, including removal of all litter and debris, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant-life therein, shall be executed. Such inspections and corrective actions shall be documented in a maintenance log retained by the Owners and submitted to the City upon request; and
- (ii) Bi-annual inspections and certifications by a professional engineer (provided by the Owners) that the Storm Water Management Practices are functioning in accordance with the Plans, and the ponding facilities have maintained the proper operation of storm water treatment in accordance with City and Lower Rum River Watershed Management Organization standards. Copies of the bi-annual inspection reports shall be provided to the City within 30 days of their preparation.

If, as a result of any inspection by the Owners or City staff, it is determined that the Storm Water Management Practices (i) have not been maintained, or (ii) are not functioning as originally designed and intended, or (iii) are in need of repair, the Owners shall restore the Storm Water Management Practices so that they function as they were originally designed and intended pursuant to the Plans.

The Developer, for itself and the Owners from time to time, agrees to be solely responsible for the repair and maintenance of the Storm Water Management Practices and the Owners shall bear all costs of such maintenance. The Owners from time to time shall be

responsible for the obligations of the Developer under this Agreement, and each such Owner shall be responsible for its proportionate share of the obligations of the Developer under this Agreement only while it is an Owner. If the Owners do not undertake the necessary maintenance within thirty (30) days of notification by the City, the City may contract such maintenance, and the costs reasonably incurred by the City for contracting such maintenance shall be reimbursed to the City by the Owners whose parcels in the Property are entitled to the benefits of the Storm Water Management Practices.

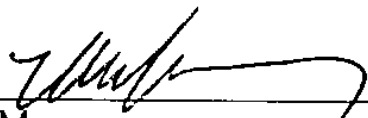
2. Assessment. The Developer, for itself and the Owners from time to time, hereby waives any statutory right to contest any assessment by the City for its costs of maintenance/repair as permitted herein, on the basis of the benefit to portions of the Property.


3. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of storm water management practices owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, the Owner of Lot 1 shall be entitled to petition the City for the inclusion of the Storm Water Management Practices under such repair and maintenance program. The recording of a certified copy of the resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

4. Terms and Conditions. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's office at Developer's expense.

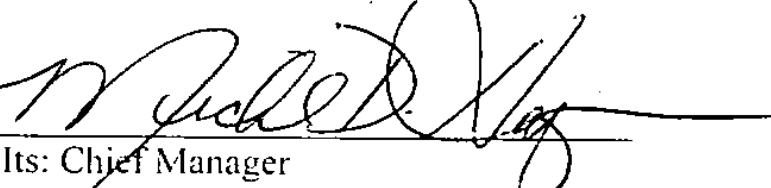
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**CITY OF RAMSEY:**

By:   
Its: Mayor

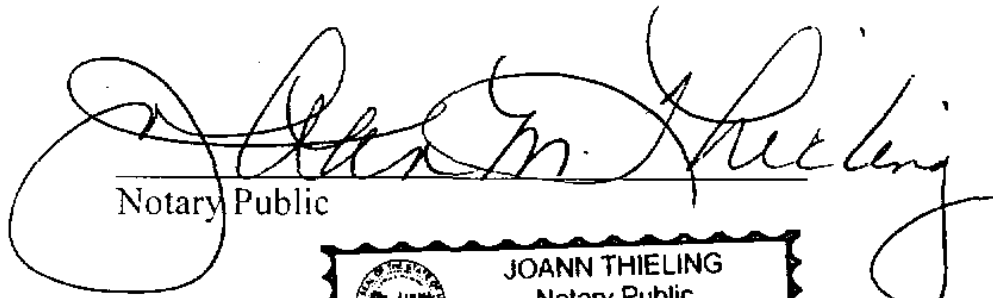
By:   
Its: City Administrator

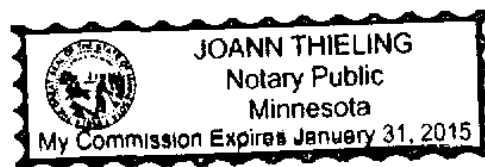
**HAGEMAN HOLDINGS, LLC:**

By:   
Its: Chief Manager

STATE OF MINNESOTA )  
COUNTY OF Anoka )ss.

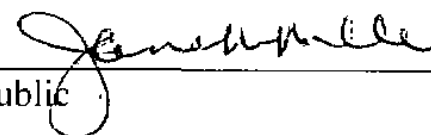
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2011, by Bob Ramsey and by Kurt Ulrich, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

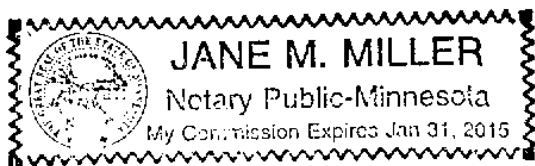
  
\_\_\_\_\_  
Notary Public



STATE OF MINNESOTA )  
COUNTY OF Wright )ss.

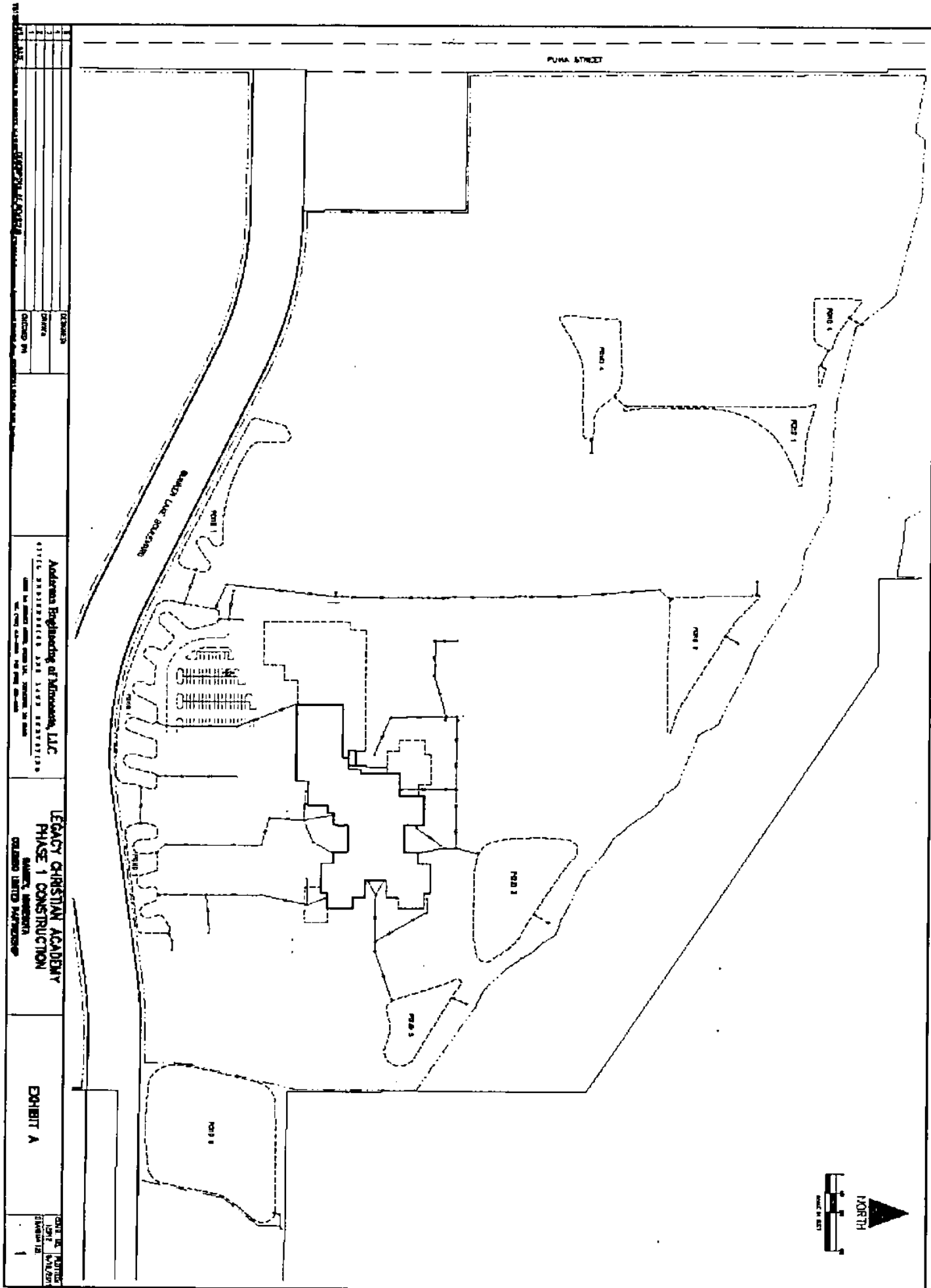
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2011, by Michael D. Hageman, the Chief Manager of Hageman Holdings, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

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



Drafted by:  
Moss + Barnett  
4800 Wells Fargo Center  
90 S. 7<sup>th</sup> St.  
Minneapolis MN 55402

# EXHIBIT "A"



DATE	1/1/2011
BY	DAVID M. BENTLEY
PROJECT	LEGACY CHRISTIAN ACADEMY PHASE 1 CONSTRUCTION
CLIENT	LEGACY CHRISTIAN ACADEMY
OWNER	LEGACY CHRISTIAN ACADEMY
DESIGNER	ADDERMAN ENGINEERING OF MISSOURI, LLC
SCALE	AS SHOWN
NO. OF SHEETS	1
TOTAL SHEETS	1

ANOKA COUNTY MINNESOTA

Document No.: 2022343.008 ABSTRACT

I hereby certify that the within instrument was filed in this  
office for record on: 05/23/2011 8:50:00 AM

Fees/Taxes In the Amount of: \$46.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MDT, Deputy

Delinquent Taxes Certified

Transfer Entered

Record ID: 2405767

ANOKA COUNTY MINNESOTA

Document No: 2160375.001 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: 3984569

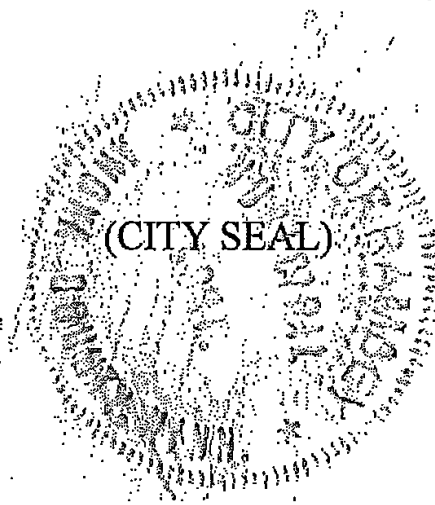
CERTIFICATION

State of Minnesota )  
County of Anoka )  
City of Ramsey )

I hereby certify that the foregoing Resolution #16-12-246 is a true and correct copy of the Resolution adopted by the City Council of the City of Ramsey at a meeting thereof held in the City of Ramsey, Minnesota, on the 13<sup>th</sup> day of December, 2016, as disclosed by the records of said City in my possession.

Dated this the 15<sup>th</sup> day of December, 2016.

*Ann M. Thieling*  
\_\_\_\_\_  
City Clerk



The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2016, by Jo Ann M. Thieling, City Clerk for the City of Ramsey, Minnesota.

*Kathleen A. Schmitz*  
\_\_\_\_\_  
Signature of Notary



Councilmember Williams introduced the following resolution and moved for its adoption:

**RESOLUTION #16-12-246**

**RESOLUTION APPROVING AMENDED AND RESTATED DEVELOPMENT CONTRACT (PARTIAL RELEASE) FOR ALPHA DEVELOPMENT**

WHEREAS, the City of Ramsey and Hageman Holdings, LLC entered into a Development Contract for Alpha Development and Legacy Christian Academy Site Plan for the following described property located in the City of Ramsey on May 19, 2011 (Anoka County record: 2022343.005)

Lot 1, Block 1 and Outlots A, B, C, and D, ALPHA DEVELOPMENT, Anoka County, Minnesota.

(the 'Subject Property');

WHEREAS, on August 30, 2016, the City of Ramsey received a request from Hageman Holdings, LLC to amend and restate the Development Contract dated May 19, 2011; and

WHEREAS, Hageman Holdings, LLC is in the process of obtaining financing for a large construction project; and

WHEREAS, Hageman Holdings, LLC is seeking clean title to their property to apply for financing; and

WHEREAS, on September 08, 2016, the Ramsey City Attorney and Community Development Director drafted, reviewed, and recommended approval of the Amended and Restated Development Contract; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:**

- 1) That the Ramsey City Council hereby approves the amended and restated development contract (partial release) for alpha development, subject to final review and approval by the City Attorney.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Kuzma, and upon vote being taken thereon, the following voted in favor thereof:

Mayor Strommen  
Councilmember Williams  
Councilmember Kuzma  
Councilmember Johns  
Councilmember Riley  
Councilmember Shryock

and the following voted against the same:

None

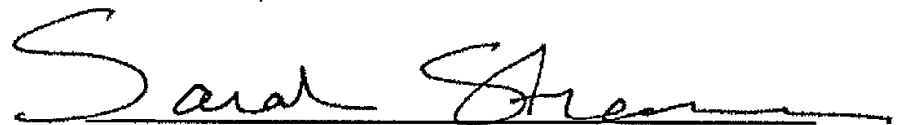
and the following abstained:

None

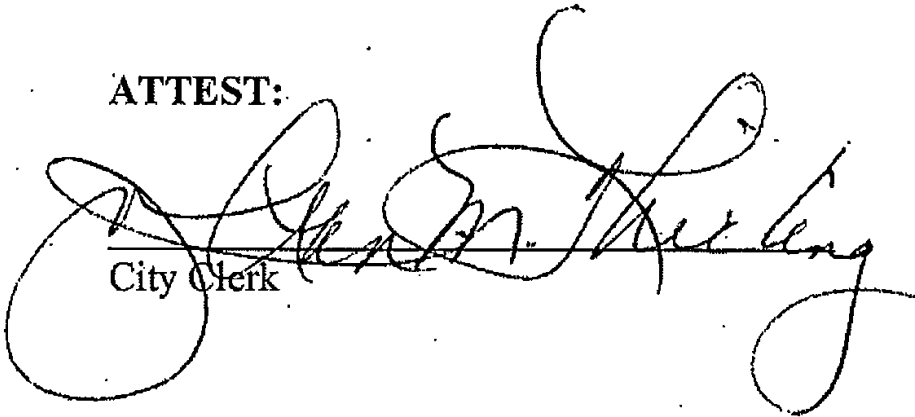
and the following were absent:

Councilmember LeTourneau

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 13<sup>th</sup> day of December, 2016.

  
Mayor

**ATTEST:**

  
City Clerk