

**CITY OF RAMSEY  
DEVELOPMENT AGREEMENT FOR PACT CHARTER SCHOOL**

This Agreement (hereinafter the “Agreement”) is dated as of this \_\_\_ day of \_\_\_\_\_, 2022, and is by and between the **CITY OF RAMSEY**, a Minnesota charter city and municipal corporation (the “**CITY**”) and PCS Building Company, a Minnesota nonprofit corporation (the “**PERMITTEE**”).

**Recitals**

- A. The **Church of Saint Katharine Drexel, Ramsey, Minnesota**, a Minnesota religious corporation (the “**CHURCH**”), was the owner of land legally described on the attached **Exhibit A** (the “Church Property”).
- B. The **CITY** has approved the subdivision of the Church Property and the platting of the Church Property as PACT ADDITION (the “Plat”).
- C. After recording of the Plat, the **PERMITTEE** acquired and is currently the owner of a portion of the platted land legally described on the attached Exhibit B (the “Subject Property”).
- D. The **PERMITTEE** and the **CHURCH** have entered into that certain Reciprocal Easement Agreement (the “REA”), dated of even date herewith and to be recorded in the Registrar of Titles in and for Anoka County, Minnesota, pursuant to which the **PERMITTEE** has obtained certain utility, drainage, shared parking and development rights for the benefit of, and appurtenant to, the Subject Property, and which burden Outlots A and B of the Plat.

**Agreement**

1. **Recitals Incorporated.** The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
2. **Conditions of Approval.** The **CITY** approved the Plat subject to satisfaction of the following conditions subsequent:
  - a. **The PERMITTEE’S Execution of this Agreement.** That the **PERMITTEE** enters into this Agreement.
  - b. **Marketable Title.** That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof that **PERMITTEE** shall have marketable title to the Subject Property (after the recording of the deed conveying title to the Subject Property) through a title insurance commitment or proforma title insurance policy.
  - c. **Proof of Authority.** That the **PERMITTEE** provide proof that the governing board of the **PERMITTEE** has authorized the **PERMITTEE’S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes or resolutions of such governing board.

3. The Plans. The term “Plans” as used in this Agreement means the architectural, construction and engineering plans prepared by Pope Architects, Inc. and Larson Engineering, Inc., dated April 28, 2022 and revised on [REDACTED]. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the Plans to, among other things, confirm that the revisions requested in **CITY** Staff’s review have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
  
4. Public Improvements. The **CITY** will be reconstructing and paving 161<sup>st</sup> Avenue. As part of this street reconstruction project, the **CITY** will construct or install certain public improvements (the “Public Improvements”) within the 161<sup>st</sup> Avenue public right-of-way or trail easement as follows:
  - a. Lateral sanitary sewer and stubs to serve the Subject Property and Outlot A of the Plat
  - b. Lateral water main and stubs to serve the Subject Property and Outlot A of the Plat
  - c. Streets
  - d. Concrete curb and gutter (urban)
  - e. Storm sewer
  - f. Street and traffic control signs - **CITY** will provide and install Street Name and Traffic Control signs (following payment by **PERMITTEE** pursuant to the established rates and charges in effect for signs required for Subject Property).
  - g. Pavement markings
  - h. Trail and sidewalk development
  - i. Boulevard seeding and/or sodding
  - j. Water shut off boxes

The **PERMITTEE** shall be responsible for certain costs associated with the Public Improvements as outlined in Exhibit C attached hereto.

The **CITY** intends to have substantially completed the Public Improvements no later than August 1, 2023.

5. Lot Corner Staking. In addition to the survey monumentation specified in Section 7 below, the **PERMITTEE** must also install lot corner stakes (temporary wooden lathe stakes) at all lot corners.
  
6. Permits. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Public Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on the Subject Property.
  
7. Required Private Improvements. The **PERMITTEE** will construct or install the following private improvements (the “Required Private Improvements”) on the Subject Property:
  - a. Sanitary sewer
  - b. Water
  - c. Storm drainage facilities (upon the approved inspection thereof by the **CITY**, **PERMITTEE** shall enter into a stormwater maintenance agreement for the maintenance thereof, which shall be recorded against the Subject Property prior to issuance of a Certificate of Occupancy for the principal building)

- d. Parking lot and striping
  - e. Concrete curb and gutter
  - f. Lot grading
  - g. Landscaping
  - h. Electricity from Subject Property to 161<sup>st</sup> Avenue.
  - i. Phone from Subject Property to 161<sup>st</sup> Avenue.
  - j. Natural gas from Subject Property to 161<sup>st</sup> Avenue.
  - k. Installation of survey monumentation.
  - l. Water shut off boxes
8. Time of Performance for the Required Private Improvements. The **PERMITTEE** must complete the Required Private Improvements no later than September 30, 2023, subject to Force Majeure Delays (as defined in Section 18.m. below), with supporting documentation to substantiate any such delay.
9. Financial Guarantee for Required Private Improvements. The **PERMITTEE** shall provide a financial guarantee (the “Financial Guarantee”) to the **CITY** guaranteeing the construction of the Required Private Improvements and their timely completion. The **PERMITTEE** shall be responsible for the Financial Guarantee in the amount of Two Million Seven Hundred and Seven Thousand Seven Hundred Seventy-Seven Dollars and No Cents (**\$2,707,777.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Required Private Improvements. The Financial Guarantee must be in the form of a cash escrow. Upon completion of Required Private Improvements (including the removal of “temporary” erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the Financial Guarantee. Partial reductions are permitted on a pro rata basis based on the value of the Required Private Improvements so completed.
10. Engineering Inspection Escrow for the Required Private Improvements. The **PERMITTEE** shall provide an Engineering Inspection Escrow to the **CITY** for inspections related to the Required Private Improvements. The **PERMITTEE** shall be responsible for an Engineering Inspection Escrow in the amount of One Hundred Eight Thousand Three Hundred Eleven Dollars and No Cents (**\$108,311.00**), which amount is 5% of the City Engineer’s estimated cost of the Required Private Improvements. The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Required Private Improvements and approval by the **CITY**.
11. Warranty for Required Private Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of One Hundred Ninety-Seven Thousand One Hundred Ninety-Seven Dollars and No Cents **\$197,197.00**, which is 25% of the cost of the earthwork and storm sewer work in the Engineer’s Estimate. Said warranty shall be in force for one year following the final approval of these aspects of the Required Private Improvements and shall guarantee satisfactory performance of such improvements. The warranty must be in the form of cash or a Letter of Credit in a form acceptable to the **CITY’S** Finance Director or a cash escrow.
12. Maintenance Guarantee for Landscaping. The **PERMITTEE** shall provide the **CITY** a maintenance guarantee to ensure the survival of the plantings. Said maintenance guarantee shall consist of cash or a Letter of Credit, approved as to

form by the **CITY**, in the amount of Twenty-Six Thousand One Hundred Twenty-Two Dollars and No Cents **\$26,122.00**. [# plantings (224 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (265 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the date of the **CITY's** inspection approval of said plantings as part of the Required Private Improvements.

At the end of the two-year period, the maintenance guarantee shall be returned to the **PERMITTEE**. The determination that all plantings that have been planted in accordance with the Plans have either survived or have been replaced shall be made by the **CITY**. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and drawing upon the maintenance guarantee. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the Subject Property for the purpose of replacing plantings in the event of the **PERMITTEE's** default.

13. Street Cleaning and Clean-Up. The **PERMITTEE** shall clear any soil, earth, or debris from the public street(s) as a result of work on the Subject Property. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Required Private Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within thirty (30) days of the date of the invoice.
14. Payment of Development Fees, Financial Guarantee, Inspection Escrow, Warranty and Guarantee. The **PERMITTEE** must pay to the **CITY** the fees described on **Exhibit C** attached hereto in conjunction with the release of the Plat for recordation. The **PERMITTEE** must also pay to the **CITY** the Financial Guarantee, the Engineering Inspection Escrow, the Warranty for Required Private Improvements and the Maintenance Guarantee (as described in Sections 9 through 12) in conjunction with the release of the Plat for recordation.
15. Park. The **PERMITTEE** has, of even date herewith, executed a deed conveying fee title to the area entitled Park on the Plat to the **CITY**, which shall be recorded along with the Plat and this Agreement.
16. Requirements for Building and Occupancy Permits.
  - a. No building permit for the Subject Property shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure to be located thereon; (b) provided the **CITY** Building Official with a Certificate of Survey; (c) provided the Financial Guarantee described in Section 9 to the **CITY**; and (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**; and
  - b. No occupancy permit for the Subject Property shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the Subject Property, including the installation of at least one layer of bituminous surfacing; (b)

constructed all utilities and storm water facilities this Agreement requires to serve the Subject Property and such utilities and storm water facilities are in place, operational and have been approved by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater.

17. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Agreement, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30) days (provided that, if the default cannot reasonably be cured within thirty (30) days, the **PERMITTEE** shall not be in default of this Agreement if the **PERMITTEE** commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default until fully cured), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within thirty (30) days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said thirty (30) day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the Financial Guarantee the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement 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 Subject Property. As an alternative to seeking recovery from the **PERMITTEE** or the Financial Guarantee, the **CITY** may levy special assessments against the Subject Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;
  - b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
  - c. The **CITY** may refuse to grant building permits for improvements to be constructed on the Subject Property until the **PERMITTEE** has cured all of its defaults; and

- d. The **CITY** may draw upon all or any portion of the Financial Guarantee (i) to reimburse the **CITY** pursuant to subsection (a) above; (ii) to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) to reimburse the **CITY** pursuant to Section 18.i. below; and (iv) hold all or any such portion for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 17.d.

18. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **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 the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.
- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.
- e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing permanent erosion control (vegetation) in accordance with the approved Grading and Erosion Control plan, the Lower Rum River Watershed Management Organization permit, and applicable rules and regulations. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to the Subject Property resulting from grading performed in the development of the Required Private Improvements.
- f. 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. The **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.
- g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or Certificates of Occupancy to correct violations relating to

construction site maintenance.

- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to the Required Private Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest (if applicable), engineering and legal fees related thereto.
- i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Plat shall also be paid by the **PERMITTEE** to the **CITY** within thirty (30) days of the date of the invoice. Failure to pay the **CITY'S** expenses within said thirty (30) day period will permit the **CITY** to draw upon the Financial Guarantee for payment.
- j. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** to enforce this Agreement, or any portion thereof, including court costs and reasonable attorney's fees.
- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.
- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

**TO PERMITTEE:**

PCS Building Company  
Attn: Josh Nyquist  
7250 E. Ramsey Pkwy. NW  
Ramsey, MN 55303

*With copy to:*

Dorsey & Whitney LLP  
Attn: Rhonda Skoby  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402

**TO THE CITY:**

City of Ramsey  
Attn: Community Development Director  
7550 Sunwood Drive NW  
Ramsey, MN 55303

- m. Force Majeure Delays. Neither the **CITY** nor the **PERMITTEE** shall be held responsible for delays in the performance of its obligations hereunder when caused by labor or material shortages, weather, acts of God, labor disputes or other causes beyond the reasonable control of such party (collectively, the “Force Majeure Delays”). However, events of Force Majeure Delays shall not extend any period of time for the payment of obligations payable by either party hereunder.
- n. Trail Easement. The **PERMITTEE** shall grant a Trail Easement to the **CITY** and shall be responsible for recording a Trail Easement Agreement prior to issuance of the Certificate of Occupancy.
- o. Compliance with State Noise Regulations. The **PERMITTEE** shall enter into a Noise Compliance Agreement with the **CITY** that compels the **PERMITTEE** to maintain compliance with all applicable State of Minnesota noise regulations. Said Noise Compliance Agreement shall be recorded against the Subject Property prior to issuance of the Certificate of Occupancy.
- p. Stormwater Maintenance Agreement. The **PERMITTEE** shall enter into a Stormwater Maintenance Agreement with the **CITY** to ensure compliance and long-term functionality of the storm drainage facilities and stormwater maintenance under the Required Private Improvements. The **PERMITTEE** shall be responsible for recording the Stormwater Maintenance Agreement against the Subject Property prior to issuance of the Certificate of Occupancy.
- q. Memorandum of Agreement; Release of Agreement. No party shall cause this Agreement to be recorded or filed in the Office of the Registrar of Titles in and for Anoka County, Minnesota (the “Recording Office”). However, the parties shall cause a memorandum of this Agreement to be so recorded in the form hereto attached as Exhibit D in the Recording Office. At the time of execution of this Agreement, the parties will also execute and acknowledge the memorandum of this Agreement, which shall evidence that the terms of this Agreement shall run with title to the Subject Property. After the **PERMITTEE** has completed the work required of it under this Agreement, at the **PERMITTEE’S** request, the **CITY** will execute and deliver to the **PERMITTEE** a release of this Agreement, in recordable form.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**This document drafted by:**

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**This document reviewed by:**

HKB Law, P.A.  
4501 Allendale Dr.  
St. Paul, MN 55127

**EXHIBIT A**

**Legal Description of the Church Property**

That part of the Southeast Quarter of the Northwest Quarter lying East of the West 185 feet of said Southeast Quarter of the Northwest Quarter, Section 16, Township 32, Range 25, Anoka County, Minnesota.

**EXHIBIT B**

**Legal Description of Subject Property**

Lot 1, Block 1, PACT ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

Together with:

Appurtenant easement for drainage purposes as contained in Drainage Easement Agreement dated July 17, 2006, filed November 18, 2008, as Document Number 496687.003 in the Office of the Registrar of Titles in and for Anoka County, Minnesota and filed November 18, 2008, as Document Number 2004009.003 in the Office of the County Recorder in and for Anoka County, Minnesota.

Appurtenant easements for storm water drainage, utilities, shared parking and development rights as contained in Reciprocal Easement Agreement dated \_\_\_\_\_, 2022, filed \_\_\_\_\_, 2022 as Document Number \_\_\_\_\_ in the Office of the Registrar of Titles in and for Anoka County, Minnesota.

## EXHIBIT C

### Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The **PERMITTEE** has satisfied this requirement by deeding the area entitled Park on the Plat to the **CITY**.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **\$22,152.00** (17.04 acres x \$1,300.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$67,018.00** (17.04 acres x \$3,933.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **\$121,120.00** (17.04 acres x \$7,108.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Sanitary Sewer Lateral Benefit Fees. The **CITY** will be installing the sanitary sewer line as part of the reconstruction of 161<sup>st</sup> Avenue, which directly benefits the Subject Property. Therefore, the **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Lateral Benefit requirements. **PERMITTEE** must pay a Sanitary Sewer Lateral Benefit Fee of **\$34,125.94**.
6. Water Lateral Fees. The **CITY** will be installing the watermain line as part of the reconstruction of 161<sup>st</sup> Avenue, which directly benefits the Subject Property. Therefore, the **PERMITTEE** is responsible for satisfying applicable Water Lateral Benefit requirements. **PERMITTEE** must pay a Water Lateral Benefit Fee of **\$38,589.82**.
7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **\$87,773.00** (17.04 acres x \$5,151.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
8. Tree Removal Restitution Fee. The **PERMITTEE** is responsible for satisfying the Reforestation/Restitution Requirement as outlined in City Code Section 117-327 (g). The **PERMITTEE** will satisfy this requirement with a combination of reforestation and restitution. Per the approved Landscape Plan, the **PERMITTEE** must pay a Restitution Fee of Fifty-One Thousand Four Hundred Eighty Dollars and No Cents (**\$51,480.00**). If the Bid Alternate on the approved Landscape Plan is implemented, the **CITY** will reimburse the **PERMITTEE** Twenty-Two Thousand Five Hundred Twenty-Two Dollars and No Cents (**\$22,522.00**), which is the difference between the Base Bid and Alternate Bid.

**EXHIBIT D**

**Memorandum of Agreement**

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**CITY OF RAMSEY  
MEMORANDUM DEVELOPMENT AGREEMENT  
FOR PACT CHARTER SCHOOL**

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is entered into as of \_\_\_\_\_, 2022, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and PCS Building Company, a nonprofit corporation under the laws of the State of Minnesota (the “**PERMITTEE**”).

**RECITALS:**

A. **CITY** and **PERMITTEE** (collectively, the “Parties”) have entered into a certain Development Agreement for PACT Charter School dated as of \_\_\_\_\_, 2022 (the “Agreement”), whereby the Parties have agreed to various aspects of the development of certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all improvements, tenements, easements, rights and appurtenances pertaining to such real property, lying and being in Anoka County, Iowa (the “Subject Property”).

B. The Parties wish to give notice of the existence of the Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are incorporated by reference as if fully set forth herein.
2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Agreement.
3. The Parties have entered into the Agreement to set forth the terms and provisions governing the development of the Subject Property.

4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice that a contractual relationship for the development of the Subject Property has been created between the Parties in accordance with the terms, covenants and conditions of the Agreement, which are on file with the **CITY**.
5. The terms and conditions of the Agreement are incorporated by reference into this Memorandum as if fully set forth herein.
6. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

**THE CITY:**

CITY OF RAMSEY

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

Name: Mark E. Kuzma

Its: Mayor

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

Name: Brian Hagen

Its: City Administrator

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Mark E. Kuzma and Brian Hagen, as Mayor and City Administrator, respectively, of the City of Ramsey, a charter city and municipal corporation organized under the laws of the State of Minnesota, on behalf of the corporation.

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



**EXHIBIT A**  
**Legal Description of Subject Property**

Lot 1, Block 1, PACT ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

Together with:

Appurtenant easement for drainage purposes as contained in Drainage Easement Agreement dated July 17, 2006, filed November 18, 2008, as Document Number 496687.003 in the Office of the Registrar of Titles in and for Anoka County, Minnesota and filed November 18, 2008, as Document Number 2004009.003 in the Office of the County Recorder in and for Anoka County, Minnesota.

Appurtenant easements for storm water drainage, utilities, shared parking and development rights as contained in Reciprocal Easement Agreement dated \_\_\_\_\_, 2022, filed \_\_\_\_\_, 2022 as Document Number \_\_\_\_\_ in the Office of the Registrar of Titles in and for Anoka County, Minnesota.