

**SETTLEMENT AGREEMENT FOR ACQUISITION OF PROPERTY
ANOKA COUNTY HWY 10 INTERCHANGE AT CSAH 57 (SUNFISH LAKE BLVD.)
PROJECT NOS. SP 002-656-001 and 002-657-003**

(RALF PARCELS 7, 60, 62, 65, 68, 69)

This agreement is made and entered into this ____ day of _____ 2023 by and between the County of Anoka, a political subdivision of the State of Minnesota ("County") and the City of Ramsey ("Owner") with property located along Highway 10 NW, Ramsey, Minnesota, as described below.

WITNESSETH:

WHEREAS, the Anoka County Highway Department proposes to construct new grade separated interchanges at CSAH 56 (Ramsey Blvd.) and CSAH 57 (Sunfish Lake Blvd.) and U.S. Highway 10/169, and grade-separated crossings at CSAH 56/57 and BNSF railway in the city of Ramsey, as part of Anoka County Highway Project Nos. 002-656-001 and 002-657-003 (collectively "Highway Project"); and

WHEREAS, Owner is the fee owner of property located along Highway 10 NW, Ramsey, Anoka County, Minnesota, and which parcels are identified as Parcels 7, 60, 62, 65, 68, and 69 in the Highway Project, identified for tax purposes as PIN Nos. 28-32-25-43-0002 (Parcel 7), 35-32-25-23-0006 (Parcel 60), 35-32-25-31-0007 (Parcel 62), 35-32-25-31-0024 (Parcel 65), 35-32-25-31-0027 (Parcel 68), and 35-32-25-31-0028 (Parcel 69) (collectively "RALF Parcels"); and

WHEREAS, the city RALF Parcels consist of unimproved land that was acquired for future highway purposes and are encumbered by loans from the Right-of-way Acquisition Loan Fund (RALF) issued by the Metropolitan Council; and

WHEREAS, the County needs to acquire a portion of the RALF Parcels, legally described in the attached Exhibit A, in order to construct the Highway Project; and

WHEREAS, the County and Owner, in consultation with the Metropolitan Council real estate department, have reached an agreement to fully and finally settle all amounts owed for the purchase of real estate and for any and all actual or potential claims for damages from acquisition of the RALF Parcels relating to the construction of the Highway Project.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT ON VALUE OF REAL ESTATE

The County and Owner acknowledge that the outstanding loan values of the RALF Parcels have been used to proportionately value the land that is needed for the Highway Project. Neither the County nor Owner obtained appraisals and the values have been determined in consultation with the Metropolitan Council.

2. SETTLEMENT AMOUNT

The County and Owner agree that just compensation for all damages suffered as a result of the County’s proposed Highway Project and acquisition of the RALF Parcels described in Exhibit A, are reflected in the “acquisition price” in the chart below (“Settlement Amount”). Payment of the Settlement Amount, plus all recording and related fees reflected on the Closing Statements, shall constitute full and complete satisfaction of any and all claims that Owner has now or may have in the future against the County regarding the RALF Parcels, the Highway Project, attorney’s fees, or any other costs or damages resulting from or relating to the acquisition of the RALF Parcels and construction of the Highway Project.

Parcel #	PID #	address	Loan #	Balance	Lot size (acre)	Lot size (SF)	Loan per SF	Acquisition Area (SF)	ACQUISITION PRICE
7	28-32-25-43-0002	7443 Hwy 10	L-08-01	\$1,260,686.00	3.37	146,797	\$ 8.59	6620	\$ 56,852.18
60	35-32-25-23-0006	6201 Hwy 10	L-07-05	\$ 551,934.00	1.1	47,916	\$ 11.52	2500	\$ 28,796.96
62	35-32-25-31-0007	6159 Hwy 10	L-04-04	\$ 372,647.00	0.39	16,988	\$ 21.94	1004	\$ 22,023.12
65	35-32-25-31-0024	unassigned	L-05-03	\$ 263,334.00	0.61	26,572	\$ 9.91	2800	\$ 27,749.00
68	35-32-25-31-0027	6101 Hwy 10	L-06-02	\$ 384,868.00	0.43	18,731	\$20.55	2508	\$ 51,532.71
69	35-32-25-31-0028	6101 Hwy 10	L-06-02	\$ 384,868.00	0.5	21,870	\$17.67	2796	\$ 49,407.30

3. EXECUTION AND DELIVERY OF DEED / RELEASES

As a result of this Settlement, prior to or at the closing on the real estate, Owner shall:

- a. Sign and deliver to the County fully executed deed(s) in recordable form, conveying all property interests described in Exhibit A to the County; and

- b. Provide the necessary releases or satisfactions so the County may acquire marketable title to the property described in Exhibit A; and
- c. Provide any other documents necessary to fulfil obligations of the Settlement Agreement or to convey marketable title of the property described in Exhibit A to the County; and

4. PAYMENT OF SETTLEMENT AMOUNT

The County shall issue checks payable the Metropolitan Council for the Settlement Amounts, to repay the designated portion of the Owner's RALF loans on the Property. Payment to the Metropolitan Council shall be made via check or preferably via ACH, with remittance to metcar@metc.state.mn.us including reference "RALF Loans L08-01" and so forth, for each RALF Parcel. The County shall also be responsible for recording fees and associated costs, as reflected on the Closing Statements. Upon payment, the Owner shall ensure that the County will receive executed partial releases of any restrictive covenants on the above-described Property, if any such release is requested by the County or the Met Council.

5. FULL RELEASE OF CLAIMS / OTHER CONSIDERATIONS

In exchange for payment of the above-described Settlement Amount (less costs of closing) the sufficiency of which is hereby acknowledged, Owner, and its officers, directors, partners, managers, members, successors and assigns, hereby fully release and discharge Anoka County and all of its elected officials, employees, directors, and officers, from any and all claims, demands, damages, actions, attorneys' fees, losses, causes of action or suits of any kind or nature, known or unknown, for any and all claims arising from any source whatsoever, including but not limited to claims arising out of or relating in any way to the Highway Project.

6. AGREED TO AWARD

If there are any liens, encumbrances or other interests of any kind which may affect marketable title to the RALF Parcels described in Exhibit A, and documentation discharging, releasing or clearing the same is not provided to the County, Owner understands and agrees that acquisition of the property shall be through condemnation, that a stipulated award in the Settlement Amount provided by this agreement shall be entered by the court-appointed condemnation

Commissioners and that said payment may, in the County's discretion, be deposited with the court pursuant to Minn. Stat. §117.125.

7. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have set their hands on the dates so indicated.

OWNER / SELLER:
City of Ramsey, a Minnesota municipal
corporation

COUNTY / BUYER:
County of Anoka, a political subdivision
under the laws of the State of Minnesota

By: _____
Mark E. Kuzma, Mayor

By: _____
Joseph J. MacPherson, County Engineer

Dated: _____

Dated: _____

By: _____
Brian Hagen, City Administrator

Dated: _____

EXHIBIT A
(Legal Descriptions)

Parcel 7 (PE)

A perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 60

In Fee Title: Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 62

In Fee Title: Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 65

In Fee Title: Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 68

In Fee Title: Parcel 68, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 69

In Fee Title: Parcel 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.