

**FERRELLGAS L.P.
RECONSTRUCTION AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is made and entered into this ____ day of _____ 2023, by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and Ferrellgas L.P., a limited partnership and its General Partner, Ferrellgas, Inc., a corporation under the laws of the state of Missouri (the “**PERMITTEE**”).

Recitals

A. The **PERMITTEE** is the fee title owner of land generally known as 7255 Highway 10 Northwest, Ramsey, MN 55303 and legally described as:

Part of Lot 7, Auditors Subdivision No 34, described as follows: Commencing at the intersection of the West line of the Southeast quarter of the Southeast quarter of Section 28, Township 32, Range 25, and Northerly right-of-way line of T.H. No 10, Then Southeasterly along said Northerly right-of-way line Northeast 538 feet to the point of beginning, then continuing Southeasterly along said right-of-way line to a point 570 feet North of the Southeast corner of said Lot, then North parallel with the East line of said Lot 335 feet to the North line of said Lot, then Northwesterly along said North line to the point of intersection with a line drawn Northerly parallel with said East line from point of beginning, then South along said parallel line to the point of beginning, Anoka County, Minnesota.

(the “Subject Property”)

B. That on March 8, 2023, the **CITY** received a Site Plan Application from Mr. Kevin Garner of Pierce Pini & Associates, on behalf of their client, Ferrellgas, a commercial business (the “Business”) operating on the **Subject Property**, for a 2,000 square foot building and associated site improvements (cumulatively, the “New Building”).

C. The **Subject Property** was impacted by the Highway 10 Ramsey Gateway project (“Highway Project”) and the Required Improvements to the **Subject Property** are to be constructed as a result. Such Requirement Improvements shall be undertaken by **PERMITTEE** without financial participation by the **CITY**.

Agreement

SECTION I REQUIRED IMPROVEMENTS AND COMPLETION RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (the “Site Plan”) conditioned on the **PERMITTEE** the **Subject Property** in accordance with the applicable provisions of City Code including City Ordinance #22-23 which amends regulation of nonconforming structures and uses caused by government takings.
2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the plans prepared by Pierce Pini & Associates, dated May 1, 2023 (the “Plans”). 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 the **CITY**’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.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code, and Public Improvement Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structure(s) shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief. The **PERMITTEE** herein agrees to post “No Parking” signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.
6. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The Required Improvements relate to the Ferrellgas site and do not apply to the portion of the Subject Property acquired by the County. Those improvements are as follows:
 - a. Storm drainage facilities
 - b. Stormwater Maintenance
 - c. New paved parking lot for reconstructed site
 - d. Concrete curb and gutter (in parking area); County will construct access/extension to frontage road
 - e. Lot grading

- f. Landscaping
- g. Installation and removal of temporary erosion control measures.
- h. Temporary and permanent erosion control.

("Required Improvements")

The **PERMITTEE** agrees to construct the **Required Improvements** according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

- 7. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twenty-four (24) months from the date of Site Plan approval for the **New Building**. **PERMITTEE** acknowledges and agrees that completion of the Required Improvements shall also be a condition of final payment in the settlement/award for the Subject Property as it relates to the Highway Project.

SECTION II PERMITS AND OCCUPANCY

- 8. **Requirements for Building Permit.**
 - a. No building permit shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; (c) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**, if applicable; and
 - b. No occupancy permit shall be issued until the **PERMITTEE** or the County of Anoka during its road project has: (a) constructed temporary vehicular access to the lot; and (b) constructed all utilities and storm water facilities this **Agreement** requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**.

SECTION III GENERAL

- 9. **Boulevard and Area Restoration & Landscaping.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the reconstruction grading operation in accordance with the approved erosion and sediment control plan and landscaping requirements, not including restoration required as a result of the Hwy 10 County road project that will be the obligation of the county. The **PERMITTEE** shall also 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 reconstruction of the land.

10. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site reconstruction, construction debris, open burning, etc.
11. **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 will be in compliance with MnDOT standards during the construction period.
12. **Estimated Cost.** The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
13. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.
14. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
15. **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.
16. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
17. **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:

Kristi L. Grego

Director of Real Estate and Environmental

One Liberty Plaza, Liberty, MO 64068

P: 816.792.6824

M: 816.728.0893

E: kristigreg@ferrellgas.com

TO THE CITY:

City of Ramsey

Attn: Community Development Director

7550 Sunwood Drive NW

Ramsey, MN 55303

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

