

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

RESOLUTION #24-147

RESOLUTION APPROVING RIGHT OF RE-ENTRY AGREEMENT AND SALE OF PORTION OF OUTLOT A, RAMSEY PROPERTIES ADDITION: CENTRA HOMES LLC

WHEREAS, the City of Ramsey, herein referred to as the “City,” owns various parcels throughout the City of Ramsey; and

WHEREAS, on August 8, 2023 the City Council adopted Resolution #23-173 approving a Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the Property”), with Centra Homes LLC, a Minnesota Limited Liability Company (the “Buyer”); and

WHEREAS, on September 12, 2023 the City Council adopted Resolution #23-206 approving a First Amendment to Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the Property”), with Centra Homes LLC, a Minnesota Limited Liability Company (the “Buyer”); and

WHEREAS, the Buyer and Seller have agreed upon a price of \$6,214.00 per approved units; and

WHEREAS, the unit count for the Waterfront Village Preliminary Plat has increased from 103 units to 108 units resulting in a new purchase price of \$671,112; and

WHEREAS, a Right of Re-Entry Agreement in the form attached hereto as Exhibit B will be filed as part of the land closing transaction for the Property; and

WHEREAS, the Buyer has agreed to contribute \$256,600 to the City of Ramsey for its share of the cost associated with the construction of West Ramsey Parkway adjacent to the Property; and

WHEREAS, Centra Homes LLC is in Good Standing with the Secretary of State of Minnesota as of May 22, 2024.

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

- 1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold.
- 2) That the City hereby authorizes the sale of the Property to Centra Homes LLC, a Minnesota limited liability company for \$671,112.00 (\$6,214.00 per approved unit) on +/- 16.3 acres (710,028 square feet) subject to Preliminary and Final Plat for the Property referenced in

the Purchase Agreement and First Amendment to Purchase Agreement development of 108 detached townhome units in Waterfront Village.

- 3) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to close on the sale of the Property, consistent with Charter and State law requirements; subject to City Attorney review.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 28th day of May, 2024.

Mayor

ATTEST:

City Clerk

**EXHIBIT A
DEVELOPMENT PROPERTY**

Legal Description

Part of Outlot A, Ramsey Properties Addition, to be platted as:

Outlots A, B and C;

Lots 1, 2 and 3, Block 1;

Lots 1, 2, 3, 4, 5 and 6, Block 2;

Lot 1, Block 3;

Lots 1, 2, and 3, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 5;

Lots 1, 2, 3 and 4, Block 6;

All in, Waterfront Village, Anoka County, Minnesota

The ("Property")

PID Number: Portion of 28-32-25-22-0076

Land area is approximately 16.3 acres (710,028 SF)

EXHIBIT B

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2024, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Centra Homes LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

A. On _____, 2024, Seller conveyed title of the following Property to Buyer:

Outlots A, B and C;

Lots 1, 2 and 3, Block 1;

Lots 1, 2, 3, 4, 5 and 6, Block 2;

Lot 1, Block 3;

Lots 1, 2, and 3, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 5;

Lots 1, 2, 3 and 4, Block 6;

All in, Waterfront Village, Anoka County, Minnesota

The (“Property”)

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated **August 17, 2023**, and the First Amendment to Purchase Agreement dated **September 18, 2023**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.

2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer, excepting therefrom any delays caused by conditions outside of the reasonable control of Buyer:

a. Buyer must obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy within sixteen (16) months after Closing;

A total of sixteen (16) certificates of occupancy within twenty-eight (28) months after Closing;

A total of twenty-four (24) certificates of occupancy within forty (40) months after Closing;

A total of thirty-two (32) certificates of occupancy within fifty-two (52) months of Closing;

A total of forty (40) certificates of occupancy within sixty-four (64) months of Closing.

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot. Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received within sixteen (16) months after Closing, Buyer shall have no requirement to obtain any additional certificates of occupancy within twenty-eight (28) months after Closing.

3. Seller may impose a separate penalty of \$20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 40 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.

The Seller agrees to waive the right to re-enter and take physical possession of the Property upon satisfactory completion and inspection by the Seller of the Stage I Improvements as follows:

- Trunk and lateral sanitary sewer.
- Trunk and lateral water main.
- Storm drainage facilities (when specified).
- Stormwater maintenance through 90 percent buildout.
- Streets (excluding the final bituminous lift)
- Concrete curb and gutter (urban).
- Street traffic control signals.
- Lot grading.
- Trail development.
- Sidewalks.
- Electricity (within one-fourth mile).
- Phone (within one-fourth mile).
- Natural gas (within one-fourth mile).
- Boulevard sodding.
- Water shut off boxes.
- Landscaping

(the "Stage I Improvements").

5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.
6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2024,
by Mark E. Kuzma as Mayor and Brian Hagen as City Administrator, of the City of
Ramsey, a Minnesota Municipal Corporation on behalf of the Minnesota municipal
corporation.

Notary Public

BUYER: Centra Homes LLC

By: _____
David Pattberg, Vice President of Land

This instrument was acknowledged before me on _____, 2024,
by David Pattberg the Vice President of Land of Centra Homes LLC, a Minnesota Limited
Liability Company on behalf of the Minnesota limited liability company.

Notary Public

This instrument drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
763-433-9868