
[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 **T5 Ramsey LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

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

Lot 1, Block 1, GH Ramsey, 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 **Garage RE LLC & or Assigns**, with an Effective Date of **February 27, 2024**, 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.

D. Garage RE LLC & or Assigns, a Minnesota Limited Liability Company has assigned the Purchase Agreement dated February 27, 2024 to T5 Ramsey LLC, a Minnesota Limited Liability Company

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:

- a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by (INSERT DATE 12 Months After CLOSING).

Project Description:

- i. **T5 Ramsey LLC** Site Plan, approved by the City of Ramsey on July 9, 2024 by Resolution #24-166.
 - ii. Development Agreement for **T5 Ramsey LLC**, approved by the City of Ramsey on August 12, 2024 by Resolution #24-210 and was updated to reflect the platted legal description and Permittee name on September 10, 2024 by Resolution #24-252.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum 1,800 square foot oil change building and 20 space parking lot on adjacent lot south of the Property, 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.
5. If the City refuses to issue a Certificate of Occupancy upon request by Buyer, it shall state its reasons for doing so in writing and Buyer will have 90 days in which to cure any deficiencies, or such other accommodations as the parties may agree to.

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 and Brian Hagen as Mayor and City Administrator, respectively, of
the City of Ramsey, Minnesota on behalf of the Minnesota municipal corporation.

Notary Public

T5 Ramsey LLC

By: _____
Kevin S. Bergman

This instrument was acknowledged before me on _____, 2024, by Kevin S. Bergman, Manager of **T5 Ramsey 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