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

Recitals

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

All that part of the North 200 feet of the South 233 feet of the South Half of the Southeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying West of the East 1146 feet thereof, and lying East of a line parallel with the East line of said South Half of the Southeast Quarter drawn Northerly from a point on the South line of said South Half of the Southeast Quarter, a distance of 266.00 feet East of the Northwest corner of Lot 1, of the duly recorded plat of Auditor's Subdivision No. 30, said Anoka County said 266.00 feet measured at right angles to the West line of said Lot 1.

Anoka County PID Number: 27-32-25-44-0003

(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 **Blanery LLC**, with an Effective Date of _____, **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.

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 date).

Project Description:

- i. **Blanery LLC** Site Plan, approved by the City of Ramsey on _____, 2024 by Resolution #24-_____.
 - ii. Development Agreement for **Blanery LLC**, approved by the City of Ramsey on _____, 2024 by Resolution #24-_____.
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 9,500 square foot building, 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. 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, a Minnesota municipal corporation on behalf of the Minnesota
municipal corporation.

Notary Public

BLANERY, LLC

By: _____
Aliaksandr Blashchanitsa, President

This instrument was acknowledged before me on _____, 2024, by Aliaksandr Blashchanitsa, President of Blanery, LLC, a Minnesota limited liability company on behalf of the limited liability company.

Notary Public

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