

---

[Reserved for Recording Data]

## RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on \_\_\_\_\_, 2025, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Capital Real Estate, Inc.**, a Minnesota Limited Liability Company or Its Assigns (“Buyer”).

### Recitals

- A. On \_\_\_\_\_, 2025, Seller conveyed title of the following Property to Buyer:
- Part of Outlot D, Waterfront Village
- Part of Anoka County Tax ID Number: 28-32-25-22-0107
- To be platted as: TBD (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 **Capital Real Estate, Inc.**, with an Effective Date of **January 14, 2025** 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 one year after of closing date)**

Project Description:

- i. **Capital Real Estate, Inc.** Site Plan, approved by the City of Ramsey on \_\_\_\_\_, 2025 by Resolution #25-\_\_\_\_\_.
  - ii. Development Agreement for **Capital Real Estate, Inc.**, approved by the City of Ramsey on \_\_\_\_\_, 2025 by Resolution #25-\_\_\_\_\_.
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 a minimum 2200 SF Chipotle Restaurant, compliant with COR Zoning requirements to be further defined by an approved Site Plan., 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. Upon Transfer the Seller shall pay to Buyer the original Purchase Price less paid commission and closing costs paid by the Seller.
5. If the City reasonably 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. The City and Buyer shall exercise good faith in resolving any dispute regarding deficiencies or necessary accommodations to issue the Certificate of Occupancy.

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: \_\_\_\_\_  
Ryan Heineman, Mayor

By: \_\_\_\_\_  
Brian Hagen, City Administrator

This instrument was acknowledged before me on \_\_\_\_\_, 2025,  
by Ryan Heineman and Brian Hagen as Mayor and City Administrator, respectively, of  
the City of Ramsey, Minnesota on behalf of the Minnesota municipal corporation.

\_\_\_\_\_  
Notary Public

**Capital Real Estate, Inc.**

By: \_\_\_\_\_  
Richard J. Hauser, President

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Richard J. Hauser, President of **Capital Real Estate, Inc., a Minnesota Corporation** on behalf of the Minnesota Corporation or Its Assigns.

\_\_\_\_\_  
Notary Public

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