

04/21/2022 09:27 AM

Fees/Taxes In the Amount of: \$46.00

Pamela J. LeBlanc
Anoka Cty Property Records and Taxation
Property Tax Administrator and
Recorder/Registrar of Titles
Deputy: klhenche



**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR OPPIDAN**

This Agreement (hereinafter the “Agreement”) is dated as of this 12th day of April, 2022 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and Ramsey Industrial Owner 1 LLC, a Delaware limited liability company (“**RAMSEY 1 OWNER**”), Ramsey Industrial Owner 2 LLC, a Delaware limited liability company (“**RAMSEY 2 OWNER**”), and Ramsey Industrial Owner 3 LLC, a Delaware limited liability company (“**RAMSEY 3 OWNER**”, collectively, with Ramsey 1 Owner and Ramsey 2 Owner, individually or collectively, as the context may require, “**OWNER**”) and Oppidan Incorporated, a Corporation under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

A. Concurrently herewith, **RAMSEY INDUSTRIAL OWNER LLC** (“**OWNER PARENT**”), the sole owner and member of each Owner, has received approval from the **CITY** to subdivide the Subject Property (as defined below) and plat the same as Amsterdam Extension 2nd Addition (the “**Plat**”).

B. Upon the execution and recordation of the Plat, **OWNER PARENT** intends to convey the land legally described on the attached Exhibit A-1 (the “**Ramsey 1 Property**”) to **RAMSEY 1 OWNER** such that **RAMSEY 1 OWNER** will be the owner of the Ramsey 1 Property.

C. Upon the execution and recordation of the Plat, **OWNER PARENT** intends to convey the land legally described on the attached Exhibit A-2 (the “**Ramsey 2 Property**”) to **RAMSEY 2 OWNER** such that **RAMSEY 2 OWNER** will be the owner of the Ramsey 2 Property.

D. Upon the execution and recordation of the Plat, **OWNER PARENT** intends to convey the land legally described on the attached Exhibit A-3 (the “**Ramsey 3 Property**”, together with the Ramsey 1 Property and Ramsey 2 Property, individually or collectively, as the context may require, the “**Subject Property**”) to **RAMSEY 3 OWNER** such that **RAMSEY 3 OWNER** will be the owner of the Ramsey 2 Property.

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** and **OWNER** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of **OWNER PARENT'S** marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy.
 - c. Proof of Authority. That the **PERMITTEE** and each **OWNER** provide reasonable proof that the respective governing boards of the **PERMITTEE** and each **OWNER** have authorized the **PERMITTEE'S** and each **OWNER'S**, execution, as applicable, of this Agreement.
3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Egan, Field, and Nowak, Inc (Plat) and Kimley Horn (Civil), dated May 6, 2021; revised January 26, 2022. 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** Staff's review letter 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.
4. Stage I Improvements. The public improvements the **PERMITTEE** will construct or install are as follows:
 - a. Lateral sanitary sewer.
 - b. Lateral water main.
 - c. Storm drainage facilities (when specified).
 - d. Stormwater maintenance through 90 percent buildout.
 - e. ~~Streets.~~
 - f. Concrete curb and gutter (urban).
 - g. Street traffic control signals.
 - h. Lot grading.
 - i. ~~Trail development.~~
 - j. Sidewalks.
 - k. Electricity (within one-fourth mile).
 - l. Phone (within one-fourth mile).
 - m. Natural gas (within one-fourth mile).
 - n. Boulevard sodding.
 - o. Water shut off boxes.
 - p. Landscaping

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guaranty noted in paragraph #12 below until such as-built plans are received by the **CITY**, and upon provision of such as-built plans, the Financial Guarantee shall immediately and automatically terminate, without need for any supplemental documentation. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.
6. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements, provided that the City acknowledges and agrees that all necessary permits have been obtained as of the date hereof. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.
7. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat, subject to extension due to force majeure.
8. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements, expressly excluding items (h) (lot grading), (o) (water shut off boxes), and (p) landscaping (the "Excluded Stage I Improvements"). Title to the Stage I Improvements other than the Excluded Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements (and, if applicable, issuance of a certificate of occupancy or other certificate of substantial completion shall be deemed the **CITY'S** written acceptance of the Stage I Improvements). Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing (or deemed to have accepted same), prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 12 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 12 or allows such financial guarantee to lapse, expire or otherwise terminate.
9. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems

appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

10. Stage II CITY Improvements. The public improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street lights per agreement with Connexus Energy
 - b. Installation of survey monumentation.

(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded, subject to extension due to force majeure.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guaranty noted in paragraph #12 below until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

11. Required Private Improvements. The private improvements the **PERMITTEE** will construct or install are as follows (the "Required Private Improvements"):
 - a. Sanitary sewer
 - b. Water
 - c. Storm drainage facilities
 - d. Stormwater maintenance
 - e. Parking lot
 - f. Concrete curb and gutter
 - g. Lot grading
 - h. Landscaping
12. Financial Guaranty for Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide a financial guaranty in customary form to the **CITY** guaranteeing the construction of the Stage I Improvements, Stage II Improvements, Required Private Improvements, and their timely completion (subject to force majeure). The **PERMITTEE** shall be responsible for a financial guaranty in the amount of **(\$2,022,750.00)**, which amount is 75% of the **CITY** Engineer's estimated cost of the Stage I Improvements. Upon substantial completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the financial guaranty shall automatically, without the need for any request by **PERMITTEE** or action by the **CITY**, be reduced by the amount completed.
13. Inspection Fees for the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements, Stage II Improvements, and Required Private

Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of (\$134,850.00), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon substantial completion of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, acceptance by the **CITY**. Upon substantial completion of the last to occur of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, all funds remaining in such escrow shall automatically be released to **PERMITTEE**.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of \$674,250.00, which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.
15. Maintenance Guaranty for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of \$46,575.00. [# plantings (288 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (918 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the date of the **CITY's** acceptance of said plantings as part of the Required Private Improvements.

At the end of the two-year period, the maintenance guaranty shall automatically terminate and be returned to the **PERMITTEE**. The determination that all plantings that have been planted in accordance with the Site Plan have either survived or have been replaced shall be made by the **CITY** in its reasonable discretion, provided that failure of the City to provide a written determination prior to the end of the two-year period that the plantings have not been planted in accordance with the Site Plan shall constitute the deemed determination that the plantings have been planted in accordance with the Site Plan. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the Site for the purpose of replacing plantings in the event of the **PERMITTEE's** failure to maintain the required plantings upon written notice by the **CITY** of such failure and subsequent failure to cure for fifteen (15) days after such written notice.

16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning that are invoiced in writing to **PERMITTEE**. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of receipt of the invoice.

17. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B upon written notice which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.
18. Requirements for Building and Occupancy Permits.
- a. No building permit for any lot in the Plat 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.) provided the financial guaranty described in Section 12 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**, provided that the **CITY** acknowledges and agrees that all such permits have been issued and approved by the **CITY** as of the date hereof; and
 - b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.
19. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** and each **OWNER** of the applicable Subject Property to which the default of **PERMITTEE** relates (the "**APPLICABLE OWNER(S)**"), thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30) day period (provided that (x) the **APPLICABLE OWNER(S)** shall have the right, but not the obligation, to cure any such default of **PERMITTEE**, and (y) **PERMITTEE** (or the **APPLICABLE OWNER(S)** if a **APPLICABLE OWNER** elects to cure pursuant to clause (x) above), shall have such additional time as is reasonably necessary to cure such default, so long as it proceed with reasonable diligence in doing so)), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses

for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE** and the **APPLICABLE OWNER(S)**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property; and

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief; and
- c. In the event of a default relating to construction of the Stage I Improvements or Stage II Improvements only, the **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of such defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

Notwithstanding anything to the contrary contained herein, none of the **OWNERS** shall be liable hereunder for any breach by **PERMITTEE** of the responsibilities of **PERMITTEE** hereunder unless such breach was caused by the gross negligence or willful misconduct of such **OWNER**.

- 20. **Termination.** In connection with any portion of a Subject Property being sold, either **PERMITTEE** or the **APPLICABLE OWNER** may provide to the **CITY** an instrument in recordable form that releases such parcel from this Agreement. Furthermore, upon substantial completion of the Stage I Improvements and/or the Stage 2 Improvements, as applicable (which shall be deemed to occur upon the issuance of a certificate of occupancy or similar certificate, if applicable), the **CITY** agrees to release **PERMITTEE** and the **APPLICABLE OWNER** for the completed phase of the development in writing and shall execute a recordable instrument of release evidencing same.

- 21. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** or an **OWNER** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** or any **OWNER'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, then **CITY** shall provide written notice of such non-compliance to **PERMITTEE** and the **APPLICABLE OWNER(S)** and if **PERMITTEE** fails to cure such non-compliance within fifteen (15) days of such written notice, **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** written demand, **PERMITTEE** shall cease work until there is compliance.
- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be in locations reasonably necessary and shall not otherwise impair the locations of the improvements of the Project.
- e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
- f. 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 are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.
- g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site

development, construction debris, open burning, etc. The **CITY** shall provide written notice of any violations to **PERMITTEE** and each **APPLICABLE OWNER**, and only after **PERMITTEE'S** failure to cure such violations within fifteen (15) days of such written notice, the **CITY** may withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance. The **APPLICABLE OWNER(S)** shall have the right, but not the obligation, to cure such violations on behalf of **PERMITTEE**.

- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I, Stage II, and Required Private Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within fifteen (15) days after receipt of the bill from the **CITY**. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment. The **APPLICABLE OWNER(S)** shall have the right, but not the obligation, to pay such expenses on behalf of **PERMITTEE**.
- j. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all out of pocket costs actually incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and reasonable attorney's fees (excluding punitive, consequential, or indirect/special damages).
- k. Certificate of Occupancy. The term "Certificate of Occupancy" or "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.
- l. 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:

Oppidan Corporation
Attn: Jay Moore
400 Water Street, Suite 200
Excelsior MN 55331

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

TO RAMSEY 1 OWNER:

Ramsey Industrial Owner 1 LLC
c/o Rockpoint Group L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Avenue, Suite 300
Dallas, Texas 75219
Attn: Ron J. Hoyl. Esq.
Email:ron@rockpoint.com

Ramsey Industrial Owner 1 LLC
c/o Rockpoint Group, L.L.C.
500 Boylston Street, Suite 2100
Boston, MA 02116
Attention: Joe Goldman and Fred Borges
Email: Jg@rockpoint.com; Fb@rockpoint.com

Gibson, Dunn & Crutcher, LLP
2029 Century Park East
Los Angeles, California 90067
Attn: Jesse Sharf
Email: JSharf@gibsondunn.com

TO RAMSEY 2 OWNER:

Ramsey Industrial Owner 2 LLC
c/o Rockpoint Group L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Avenue, Suite 300
Dallas, Texas 75219
Attn: Ron J. Hoyl. Esq.
Email:ron@rockpoint.com

Ramsey Industrial Owner 2 LLC
c/o Rockpoint Group, L.L.C.
500 Boylston Street, Suite 2100
Boston, MA 02116
Attention: Joe Goldman and Fred Borges

Email: Jg@rockpoint.com; Fb@rockpoint.com

Gibson, Dunn & Crutcher, LLP
2029 Century Park East
Los Angeles, California 90067
Attn: Jesse Sharf
Email: JSharf@gibsondunn.com

TO RAMSEY 3 OWNER:

Ramsey Industrial Owner 3 LLC
c/o Rockpoint Group L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Avenue, Suite 300
Dallas, Texas 75219
Attn: Ron J. Hoyle, Esq.
Email: ron@rockpoint.com

Ramsey Industrial Owner 3 LLC
c/o Rockpoint Group, L.L.C.
500 Boylston Street, Suite 2100
Boston, MA 02116
Attention: Joe Goldman and Fred Borges
Email: Jg@rockpoint.com; Fb@rockpoint.com

Gibson, Dunn & Crutcher, LLP
2029 Century Park East
Los Angeles, California 90067
Attn: Jesse Sharf
Email: JSharf@gibsondunn.com

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THE PERMITTEE:

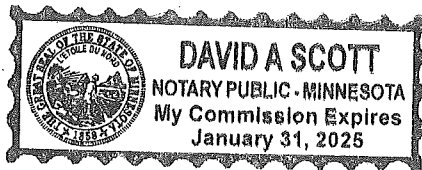
Oppidan Incorporated

By: [Signature], Jay Moore
Its: Senior Vice President of Development

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25 day of March, 2022, by Jay Moore, Senior Vice President of Development of Oppidan Incorporated, a Minnesota Business Corporation (Domestic), under the laws of the State of Minnesota on behalf of the corporation.

[Signature]
Notary Public



OWNERS:

Ramsey Industrial Owner 1 LLC

By: [Signature]

Name: Ron J. Hoyl

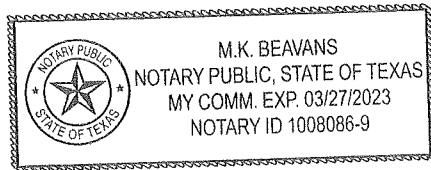
Its: Vice President

STATE OF TEXAS)

)ss

COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 28th day of March, 2022, by Ron J. Hoyl, Vice President of Ramsey Industrial Owner 1 LLC, a limited liability company, under the laws of the State of Delaware, on behalf of the limited liability company.



[Signature]
Notary Public

Ramsey Industrial Owner 2 LLC

By: _____

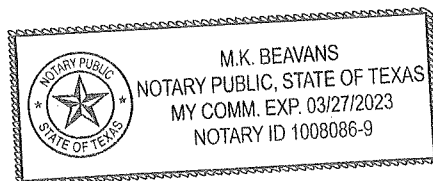
Name: Ron J. Hoyl

Its: Vice President

STATE OF TEXAS)
)ss

COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 28th day of March, 2022,
by Ron J. Hoyl, Vice President of Ramsey Industrial Owner 2 LLC, a limited liability company,
under the laws of the State of Delaware, on behalf of the limited liability company.



M.K. Beavans
Notary Public

Ramsey Industrial Owner 3 LLC

By: [Signature]

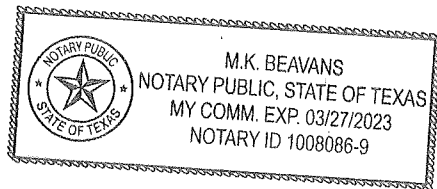
Name: Ron J. Hoyl

Its: Vice President

STATE OF TEXAS)
)ss

COUNTY OF DALLAS)

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[Signature]
Notary Public

CITY OF RAMSEY

By: Mark E. Kuzma
Its: Mayor

By: ALG

[illegible]

The forgoing instrument was acknowledged before me on this 12th day of April 2022, by Mark E Kuzma and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Kabir

Notary Public



This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
HKB Law, P.A.
4501 Allendale Dr.
St. Paul, MN 55127

EXHIBIT A-1

Legal Description of Ramsey 1 Property

Lot 1, Block 1 Amsterdam Extension Second Addition

AMSTERDAM EXTENSION SECOND ADDITION

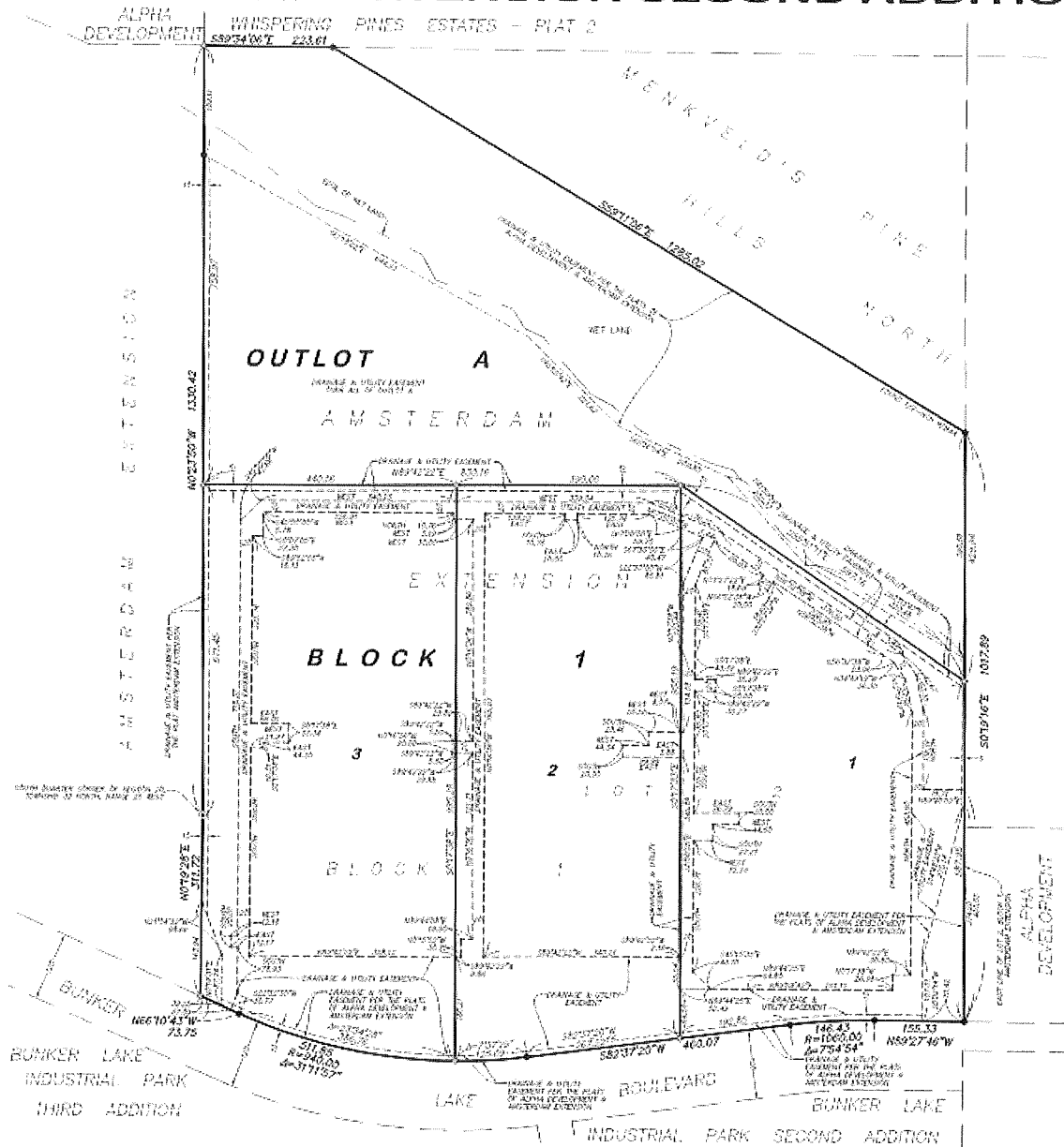


EXHIBIT A-2

Legal Description of Ramsey 2 Property

Lot 2, Block 1 Amsterdam Extension Second Addition

AMSTERDAM EXTENSION SECOND ADDITION

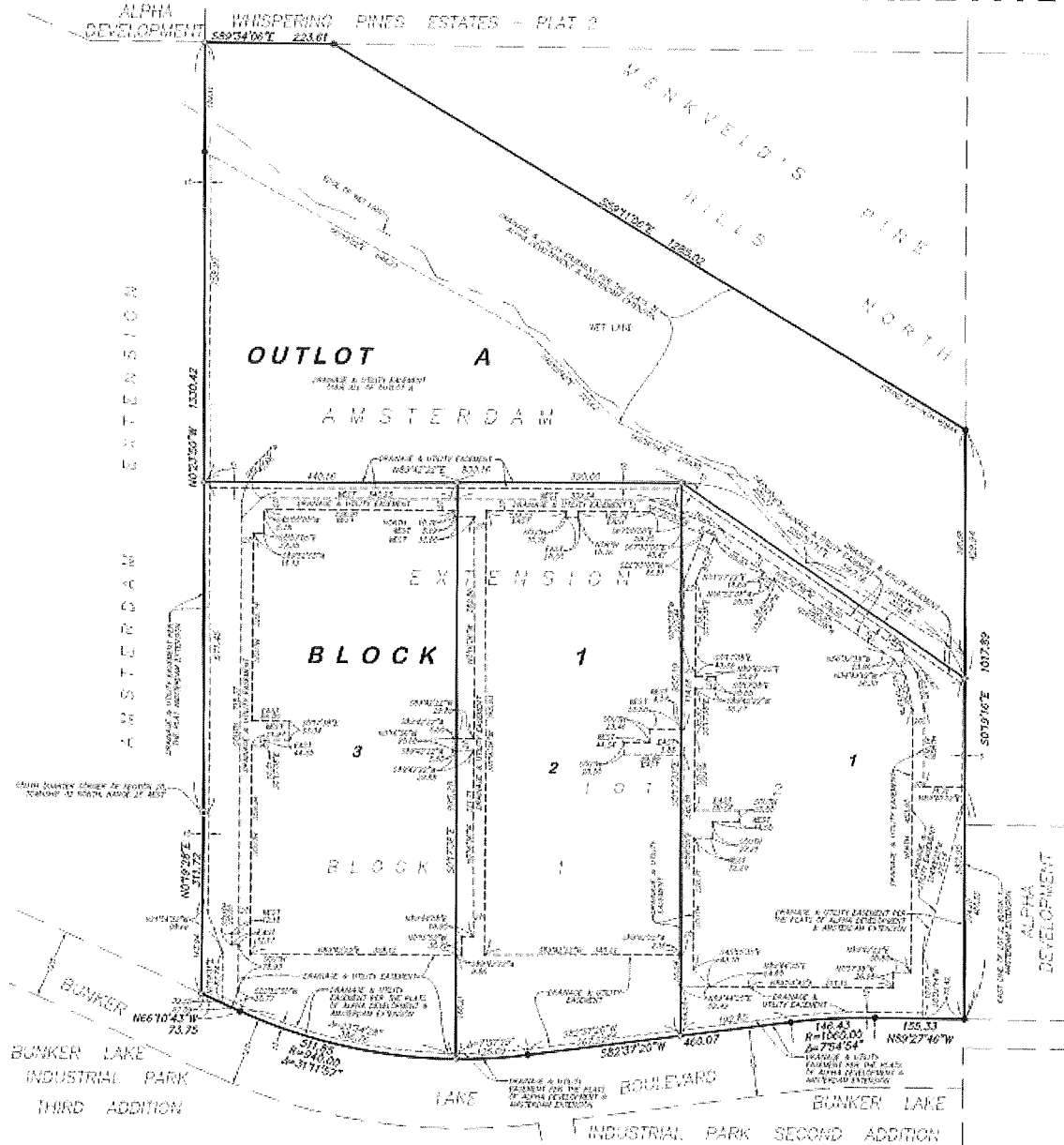


EXHIBIT A-3

Legal Description of Ramsey 3 Property

Lot 3, Block 1 Amsterdam Extension Second Addition

AMSTERDAM EXTENSION SECOND ADDITION

