

**DEAL COMMERCIAL CENTER
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation of the State of Minnesota (the "**CITY**"), **PRO SPORTING GOODS, INC.**, whose address is 6781 Hwy. #10 N.W. and **James D. Deal Pamela S. Deal**, husband and wife, whose address is 6701 Hwy #10 N.W., Ramsey, Mn 55303 (the "**DEVELOPER**").

WITNESSETH:

WHEREAS, the **DEVELOPER** is the fee owner of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lots 1, 2 and 3, Block 1, **DEAL COMMERCIAL CENTER**, Anoka County, Minnesota

("Subject Property"); and

WHEREAS, on October 14, 1997, pursuant to Resolution No.97-10-296, the **CITY** has approved the final plat of the Subject Property which plat is known as **DEAL COMMERCIAL CENTER** (the "**Plat**"), which approval is contingent on certain requirements, including the **DEVELOPER** and **CITY** entering into this Agreement; and

WHEREAS, a trunk usage charge is required by the **CITY** for usage of its Trunk Sewer and Water System, which charge is \$8,920.00 per commercial acre and shall apply to that part of Lot 1 lying directly north of Lots 2 and 3, and Lots 2 and 3.

WHEREAS, no expenditure of **CITY** funds will be made until the City Code escrow requirements have been completed by the **DEVELOPER**; and

WHEREAS, City Code Section 9.50.50 defines "Stage I" Improvements and "Stage II" Improvements which respective definitions are used herein when reference is made to "Stage I" and "Stage II" Improvements.

NOW, THEREFORE, the **CITY** and **DEVELOPER** agree as follows:

I.

STAGE I IMPROVEMENTS AND FINANCIAL GUARANTEES

1. **City Code Compliance.** That the **DEVELOPER** will develop the Plat in accordance with the City Code, Section 9.50, entitled "Subdivision".

2. **Conformance with Plan.** The Plat shall be developed pursuant to the final plat for Deal Commercial Center consisting of two sheets prepared by Hakanson Anderson Associates, Inc.

3. **Compliance with City Code.** That the recitals above and the provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the CITY as amended to date hereof, are incorporated herein by reference.

4. **Stage I Improvements Required.** The DEVELOPER agrees to construct the required Stage I Improvements (sanitary sewer, municipal water, storm sewer) according to the terms and conditions of this contract and in accordance with the plans submitted to the CITY. Said plans shall be in general conformance with the Grading Plan prepared by Hakanson Anderson Associates, Inc. and dated September 22, 1997, Revision Date October 23, 1997, and the Utility Plan prepared by Hakanson Anderson Associates, Inc. dated September 22, 1997, Revision Date Oct. 23, 1997. The final construction plan for sanitary sewer, storm sewer, and watermain shall be submitted to the City Engineer for review and approval prior to construction. The DEVELOPER shall also be responsible, at its expense, for installation of gas, telephone, and electric utility improvements. The DEVELOPER shall be responsible for completing the rough grading and providing lot corner stakes prior to the installation of underground utilities.

5. **Satisfaction of Sewer and Water Trunk Charges.** The DEVELOPER agrees to pay the standard per acre sanitary sewer and water trunk charges on the entire area of Lots 2 and 3, and that portion of Lot 1 on which the trunk charge has not been previously collected as a condition of the Deal Industrial Park development agreement. The current standard charge is Two Thousand Seven Hundred and Sixty Five Dollars (\$2,765.00) per acre for sewer and Six thousand One Hundred and Fifty Five Dollars (\$6,155.00) per acre for water. The total acreage of the land for which the trunk charges are to be collected is 2.17 acres, resulting in a total payment of Nineteen Thousand Three Hundred Fifty Six Dollars (\$19,356.00) to satisfy these trunk charges.

6. **Stormwater Management Fee.** The CITY has enacted a Stormwater Management Fee in the amount of Three Thousand Five Hundred Dollars per commercial acre. The amount of Stormwater Management Fee due on the Plat, with the exception of the underlying Lot 1, Deal Industrial Park, is Seven Thousand Five Hundred Ninety Five Dollars (\$7,595.00) (2.17 acres x \$3500/acre). The Stormwater Management Fee will be used to cover costs incurred to jack under T.H. #10 for storm sewer outlet.

II.

BUILDING PERMITS AND CERTIFICATE OF OCCUPANCY

7. **Requirements for Building Permits.** No building permit for any lot in the Plat shall be issued until (a) the City is provided with verification that internal easements between Lots 1, 2 and 3 for access to T.H. #10 have been recorded at the office of the Anoka County Recorder; (b) site plan approval is granted by the CITY and any expense

incurred in giving site plan approval has been reimbursed to the CITY; (c) a Certificate of Survey including that information required by the CITY has been supplied to the Building Official. No certificate of occupancy shall be issued to Lot 2 or Lot 3 until the DEVELOPER has completed construction of a paved driveline across Lot 3 from the managed access to T.H. #10 on Lot 1 to the east boundary of Lot 2. The plans for said driveline must coincide with the approved site plan for Lot 2 and are subject to the prior approval of the City Engineer.

III. PARK DEDICATION

8. **Satisfaction of Park Dedication Requirements.** The Plat is located in the Mississippi Park District. Park dedication shall consist of a cash payment in the amount of Nine Thousand Four Hundred Fifty Two Dollars and no cents (\$9,452.00). The formula utilized in this calculation was square feet (94,525, excluding the underlying Lot 1 of Deal Industrial Park) x fair market value of \$2.00 per square foot x 5%.

IV. GENERAL

9. **Construction Site Maintenance.** The DEVELOPER shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

10. **Plat Approval Expenses.** The DEVELOPER agrees that it will pay to the CITY all CITY expenses incurred in the approval of the Plat, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the CITY and outstanding billings shall be paid prior to recording of the Final Plat. Any expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. 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 contract for payment.

11. **Reimbursement to the City.** The DEVELOPER agrees to reimburse the CITY for all costs incurred by the CITY in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

12. **Execution of Agreement.** The DEVELOPER shall submit to the CITY a tax status confirmation from the Anoka County Auditor's office. All real property taxes and special assessments against the subject property shall be in a current status prior to execution of this Agreement.

13. **Marketable Title.** Prior to recording of the Final Plat, the DEVELOPER shall provide the CITY proof of marketable title to the Plat either through a currently certified abstract or registered property abstract or title insurance.

14. **Certificate of Occupancy.** The term "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.

15. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

16. **Proof of Authority.** When the DEVELOPER is a corporation, the CITY requires proof of authority by the corporation to execute this Agreement. This proof of authority could be satisfied by providing the CITY with a certified copy of minutes of the corporate Board of Directors granting such authority.

17. **Recording of This Agreement.** The DEVELOPER agrees that this Development Agreement shall be recorded in the office of the Anoka County Recorder and agrees that the terms and provisions of this Agreement shall run with the land and shall bind the DEVELOPER, his/her successors and assigns.

18. **Violation of This Agreement.** If the DEVELOPER fails to perform any of the terms of this Agreement in the manner required by the CITY, the CITY shall be entitled to recover, from the DEVELOPER or the issuer of DEVELOPER'S financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the DEVELOPER shall also be grounds for denial of Building Permits for buildings in the Plat.

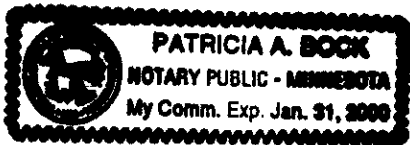
IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this 24th day of November, 1997.

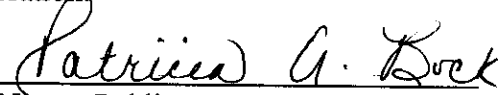
PRO SPORTING GOODS, INC.

By: 
Mathias A. Kuker
As: President

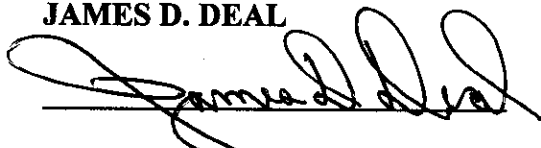
STATE OF MINNESOTA)
) ss
COUNTY OF Anoka)

The foregoing instrument was acknowledge before me this 24th day of November, 1997, by Mathias A. Kuker, the President of Pro Sporting Goods, Inc., a Minnesota Corporation, on behalf of the corporation.

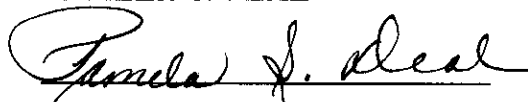



Notary Public

JAMES D. DEAL



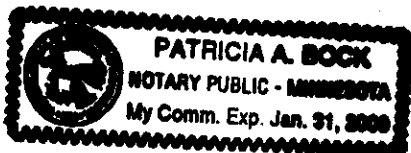
PAMELA S. DEAL

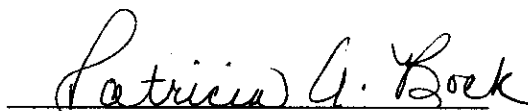


STATE OF MINNESOTA)

COUNTY OF Anoka) SS

The foregoing instrument was acknowledge before me this 24th day of November, 1997, by James D. Deal and Pamela S. Deal, husband and wife, to me knowns to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Notary Public

CITY OF RAMSEY:


Mayor

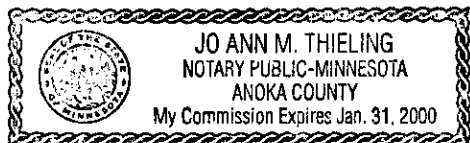
ATTEST:

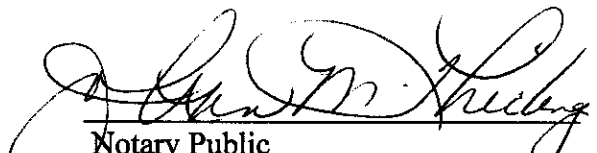

Acting City Administrator

STATE OF MINNESOTA)

COUNTY OF ANOKA) SS

On this 19th day of November, 1997, before me a Notary Public personally appeared Thomas G. Gamec and Linda Waite Smith, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and Acting City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Thomas G. Gamec and Linda Waite Smith acknowledge said instrument to be the free act and deed of said municipal corporation.




Notary Public

This document drafted by:
The City of Ramsey
15153 Nowthen Blvd. N.W.
Ramsey, Mn 55303

This document reviewed by:
Randall, Dehn and Goodrich
2140 Fourth Avenue
Anoka, Mn 55303

TORRENS

Receipt # <u>84662/49.00</u>	☐ Certified Copy Date Mailed _____
Date/Time: <u>11-24-97, 4:45</u>	☐ Tax Liens / Releases
Doc. Order <u>2</u> of <u>6</u>	☐ Multi-Co Doc Tax Pd
✓ by: Recordability: <u>Km</u>	☐ Transfer ☐ New Desc.
Filing Fees: <u>N.S. 2950 + 1950</u>	☐ Division ☐ GAC
Well Certificate Received this Date: _____	☐ Status ☐ Def. Spec
Refund Rec't # _____	☐ Other ☒ No Change
From <u>78961A</u> # of Cert. # <u>83163A</u> New Certs.: <u>0</u>	Notes: <u>N.S. 3rd top 1st page</u>
Tract Typed _____ Updated: _____ / _____	Comp. Entry Comp. Complete

BK 249 PG 81 NO 78961
262 123 83163

DOCUMENT NO. 303957.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON NOV 24 97
 AT 4:45 PM AND WAS DULY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF \$49.00 PAID.

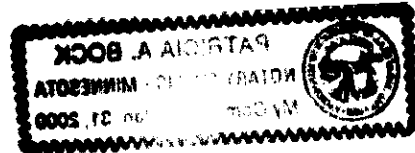
RECEIPT NO. 97084662

EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BLP

BY DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES



303957.0 TORRENS
 REGISTERED ABSTRACTERS
 2115 3RD AVE N.
 ANOKA, MN 55303