

*(reserved for recording information)*

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**PARKING DEFERMENT AGREEMENT**

**THIS PARKING DEFERMENT AGREEMENT** (the “Agreement”) dated \_\_\_\_\_, 2023, is entered into by and between the **CITY OF STACY**, a Minnesota municipal corporation ("City"), and **NORTH BRANCH AREA HOCKEY ASSOCIATION INC.**, a Minnesota nonprofit corporation (hereinafter referred to as “the Association”).

**RECITALS**

**A.** The Association is the fee owner of certain real property located in the City of Stacy, Chisago County, Minnesota and legally described as:

Lot 2, Block 1, STACY PONDS BUSINESS PARK 2<sup>nd</sup> ADDITION, Chisago County, Minnesota, according to the plat thereof.

(the "Subject Property").

**B.** The Association is constructing a 38,400 square foot ice arena complex on the Subject Property.

**C.** Section 153.120 of the City Zoning Ordinance in and for the City of Stacy ("Zoning Ordinance"), specifies the minimum required parking on the Subject Property. The Association is proposing to provide 53 parking spaces and has requested a deferment for additional parking spaces.

**D.** The Association has demonstrated that: (i) the proposed use of the Subject Property will have a parking demand less than the required parking under Section 153.120 of the Zoning Ordinance; and (ii) the Subject Property has sufficient property area under the same ownership to accommodate expansion of parking facilities to meet minimum requirements of the Zoning Ordinance if the parking demand exceeds the actual on-site supply.

**NOW, THEREFORE,** in consideration of the recitals set forth above and the terms and conditions herein, the Association and the City agree as follows:

**1.** Parking shall only occur in areas designated and constructed for parking in accordance with the Zoning Ordinance.

**2.** The Association hereby unconditionally guarantees to City that it shall construct additional parking spaces upon the Subject Property in accordance with the Zoning Ordinance if the parking demand for the Subject Property exceeds the actual on-site parking supply.

**3.** When the City, in its sole discretion, determines that the parking demand exceeds the number of constructed parking spaces, the City may terminate the parking deferment granted herein and require the Association, upon written notice from the City, to construct additional parking spaces, the construction of which has been deferred pursuant to this Agreement. If the Association fails to construct the deferred parking spaces within six (6) months after so requested by the City, the City may rescind the certificate of occupancy for the building located on the Subject Property.

**4. Miscellaneous.**

**A.** Third parties shall have no recourse against the City under this Agreement.

**B.** If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

5. The action or inaction of the City 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 written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be construed as a waiver or release of any term or condition herein.

6. This Agreement shall run with the land and may be recorded against the title to the Subject Property.

7. Required notices shall be in writing and shall be either hand delivered to North Branch Area Hockey Association Inc., its successors and assigns, or mailed to North Branch Area Hockey Association Inc., by certified mail at the following address: PO BOX 541 North Branch, MN 55056. Notices to the City shall be in writing and shall be either hand delivered to the City Clerk or mailed by certified mail in care of the City Clerk at the following address: Stacy City Hall, 30955 Forest Boulevard, Stacy, Minnesota 55079.

*{The remainder of this page is intentionally left blank.  
Signature pages to follow.}*

**CITY OF STACY**

BY: \_\_\_\_\_  
Mark Utecht, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Payne, Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF CHISAGO    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Mark Utecht and Sharon Payne respectively the Mayor and Clerk of the City of Stacy, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its Council.

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

