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(Area Above Reserved for Recording Purposes)

**CITY OF RAMSEY  
DEVELOPMENT CONTRACT  
FOR CROSS OF HOPE ADDITION**

This CONTRACT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **CROSS OF HOPE CHURCH**, 5730 179<sup>th</sup> Ln NW, Ramsey, MN 55303, a Minnesota non-profit corporation, (“**PERMITTEE**”)

**WHEREAS**, the **PERMITTEE** is the owner of land legally described as follows:

The west 10 acres of the east 20 acres of Lot 1 Auditors Subdivision No. 27, except part platted as Garden of Hope, also except road, subject to easement of record, Anoka County, Minnesota

-and-

The east 10 acres of Lot 1 Auditors Subdivision No. 27, subject to easement of record, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1 and Outlot A, Cross of Hope Addition;

(the “Subject Property”); and

**WHEREAS**, the **PERMITTEE** received final plat approval from the **CITY** as CROSS OF HOPE Addition (the “Plat”) on January 25<sup>th</sup>, 2011; and

**WHEREAS**, the **PERMITTEE** received final site plan approval for the Cross of Hope expansion on January 25, 2011 (the “Site Plan”).

THEREFORE, THE **CITY**, and the **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that:
  - a. The **PERMITTEE** provide the necessary security in accordance with the terms of this Contract pursuant to the Ramsey City Code.

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2. Development Plans. The **PERMITTEE** shall develop the **Plat** in accordance with the Final Plat Plans and Final Site Plans as Follows along with requested revisions outlined in the City Staff Review Letter dated January 20, 2011:

- a.) Final Plat prepared by Bradley J. Canaday dated January 14, 2011
- b.) Sheet A3 prepared by Architect Steve Erban dated January 11, 2011
- c.) Sheet AS1 prepared by Architect Steve Erban dated January 11, 2011
- d.) Sheet AS2 prepared by Architect Steve Erban dated January 11, 2011
- e.) Sheet AS3 prepared by Architect Steve Erban dated January 11, 2011
- f.) Sheet AS4 prepared by Architect Steve Erban dated January 11, 2011
- g.) Sheet AS5 prepared by Architect Steve Erban dated January 11, 2011
- h.) Sheet AS6 prepared by Architect Steve Erban dated January 11, 2011
- i.) Sheet C1 prepared by Lake and Land Surveying, Inc. dated January 10, 2011
- j.) Sheet C1a prepared by Lake and Land Surveying, Inc. dated January 10, 2011
- k.) Sheet C1b prepared by Lake and Land Surveying, Inc. dated January 10, 2011

(the "Plans")

The Plans shall not be attached to this Contract, but are in **CITY** files.

3. Stage I Improvements Required. The improvements the **CITY** requires that the **PERMITTEE** construct within the Plat are as follows:

- a. Stormwater management
- b. Street upgrades and repairs
- c. Natural gas line
- d. Telephone service
- e. Electric service
- f. Temporary and permanent erosion control

("Stage I Improvements")

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Contract and in accordance with the Plans. The Plans are subject to revisions per City Staff Review Letter dated January 25, 2011. The final construction plan for the Stage I Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction.

The **PERMITTEE** agrees to provide specifications, subject to review and approval of the City Engineer, for construction and restoration of utilities within the public right of way. Work must be completed under traffic, be brought up to grade, and must be restored to existing conditions within 24 hours.

The **PERMITTEE** shall be responsible for completing the rough grading and providing lot corner stakes prior to the installation of underground utilities as set forth above.

Stage I Improvement Financial Guarantee. The **PERMITTEE** shall ~~be responsible for a provide a financial guarantee for the Stage I Improvements to ensure timely completion of the Stage I Improvements, to the CITY guaranteeing the construction of the Stage I Improvements and their~~

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~~timely completion.~~ The **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage I Improvements are completed. The **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage I Improvements that are not complete at the time a City required Certificate of Occupancy is requested by **PERMITTEE** equal to the amount of 125% of the City Engineer's estimated cost of the remaining Stage I Improvements, ~~in the amount of Four Hundred Seventy Four Thousand Nine Hundred Twenty Dollars and No Cents (\$379,936 x 1.25 = \$474,920.00), which amount is 125% of the City Engineer's estimated cost of Stage I Improvements.~~ The said financial guarantee shall be in the form of a letter of credit or cash escrow held by the **CITY**. **PERMITTEE** agrees to provide the **CITY** with documentation from applicable utility companies that said work has been satisfied as to Stage I Improvements and properly paid for said work or provide appropriate lien waivers. The **PERMITTEE** may apply for reductions in the letter of credit or cash escrow as the Stage I Improvements are completed and accepted by the **CITY**, ~~deposited with the CITY at the time of execution of this Contract.~~ Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan); ~~and final inspection and acceptance by the CITY, supported by appropriate lien waivers,~~ any surplus remaining balance on the letter of credit or in the **CITY**'s escrow account shall be promptly refunded to the **PERMITTEE**. For the purposes of this Contract, all Stage I Improvements listed are considered private with the exception of (b) street upgrades and repairs.

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Maintenance Guarantee for Landscaping. The **PERMITTEE** shall provide a maintenance guarantee escrow to ensure the survival of the plantings required of the **PERMITTEE** (the "Escrow"). The Escrow shall consist of cash or a letter of credit, approved as to form by the **CITY**, in the amount of two thousand two hundred and five Dollars and No Cents (**\$2,205.00**) [# plantings (12 trees, 50 shrubs) x cost/planting (\$300/tree, \$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 Improvements. The determination that all plantings planted in accordance with the Plans have either survived or have been replaced shall be made by the **CITY**'s Community Development Department. 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 Plat for the purpose of replacing plantings in the event of the **PERMITTEE** default. At the end of the two-year period, the Escrow, less any expended maintenance as described above, shall be returned to the **PERMITTEE**.

- Inspection Fees. The **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of Stage I Improvements. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY**, and the **CITY** shall have authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the Stage I Improvements. The **PERMITTEE** shall be responsible for a cash deposit in the amount of Eighteen Thousand Nine Hundred Ninety Six Dollars and No Cents ( $\$379,936 \times .05 = \mathbf{\$18,996.00}$ ). Upon completion of the Stage I Improvements to the satisfaction of the **CITY**, any surplus remaining balance in the **CITY**'s escrow account shall be promptly refunded to the **PERMITTEE**.

5. Installation. Stage I Improvements shall be installed in accordance with the Plans and in accordance with **CITY** standards, City Code and those plans and specifications which have been prepared by a registered professional engineer presented to the **CITY** by the **PERMITTEE** and approved by the **CITY** Engineer. The **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction and the Stage I Improvements. Within thirty (30) days after the completion of the Stage I Improvements and before the security is released, the **PERMITTEE** shall supply the **CITY** with a complete set of reproducible "As Built" plans developed by a certified engineer.
6. Time of Performance. The **PERMITTEE** shall install all Stage I Improvements by January 25, 2012. The **PERMITTEE** may, however, request an extension of time from the **CITY**. If an extension is granted, it shall be conditioned upon updating the security posted by the **PERMITTEE** to reflect any cost increases.
7. Ownership of Improvements. Upon the completion of the work and construction required to be done by this Contract, the Stage I Improvements lying within public easements shall become **CITY** property without further notice or action. The **PERMITTEE** shall provide a one (1) year warranty for the improvements, guaranteed by a qualified contractor in writing. Such warranty shall be signed and notarized by the contractor. In addition, the **PERMITTEE** shall provide a one year warranty bond or other approved security in the amount of these percent (3%) of the cost of these improvements.
8. License. The **PERMITTEE** hereby grants the **CITY**, its agents, employees, officers, and contractors, a license to enter the Plat to perform all necessary work and/or inspections, on each respective property, deemed appropriate by the **CITY** during installation of Stage I Improvements by the **CITY**. The license shall expire after the Stage I Improvements installed pursuant to this Contract have been installed and accepted by the **CITY**.
9. Stage II Improvements. The Stage II Improvements which the **CITY** requires the **PERMITTEE** to construct are as follows:
  - a) Monuments.  
  
("Stage II Improvements")  
  
Stage II Improvements shall be installed in accordance with the Plans and in accordance with **CITY** standards, **CITY** Code, and those plans and specifications which have been prepared by a registered professional engineer presented to the **CITY** by the **PERMITTEE** have been approved by the **CITY** Engineer.
10. Stage II Improvements to remaining outlot. The Stage II Improvements will be completed when the status of remaining outlot is changed by the filing of a separate plat for the outlot.
11. Clean Up. The **PERMITTEE** shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Plat.

12. Payment for Stage II Improvements. Since the only Stage II Improvement required is the placement of monuments, which Registered Land Surveyors are, by law, required to complete as part of the Plat, the **PERMITTEE** shall not be responsible for any Stage II Improvement Guarantees.
13. Fire Lanes. Fire lanes shall be maintained on the Plat. The exact location of the fire lanes shall be as directed by the **CITY'S** Fire Chief. The **PERMITTEE** herein agrees to post "No Parking-Fire Lane" signs in accordance with City Code requirements in conjunction with the instructions of the **CITY'S** Fire Chief.
14. Building Façade. The **PERMITTEE** agrees to construct the church expansion in accordance with the Site Plan and architectural elevations prepared by Architect Steve Erban, dated January 11, 2011, which is on file with the **CITY**.
15. The Plat's outlot: Required improvements will be completed when outlot status has changed by filing a separate plat subdividing the outlot.
16. Miscellaneous.
  - a. Street Cleaning. After the street surfacing is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets resulting from any construction within the Plat by each of them. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the plat. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.
  - b. Default. In the event of default by the **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and the **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided the **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Contract 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 Plat. When the **CITY** does any such work, the **CITY** may, in addition to its other remedies, assess the cost in whole or in part to the benefitted property. The **PERMITTEE** grants the City approval to seek reimbursement from any of the **PERMITTEE'S** escrows held by the **CITY**.
  - c. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Contract is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Contract.
  - d. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver or amendment to the provisions of this Contract. 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 Contract shall not be a waiver or release.

- e. Compliance with Laws and Regulations. The **PERMITTEE** represents to **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, the **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 demand, the **PERMITTEE** shall cease work until there is compliance.
- f. This Contract shall run with the land and shall be recorded against the title to the Plat by the **PERMITTEE**. After the **PERMITTEE** have completed the work required of it under this Contract, at each of their requests the **CITY** will execute and deliver a release of this Contract.
- g. Mailbox Locations. The **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.
- h. Boulevard and Area 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.
- i. 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.
- j. Construction Site Maintenance. The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
- k. Estimated Cost. It is understood and agreed that cost amounts set forth in this Contract as to Stage I and Stage II 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.
- l. 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 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.

- m. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- n. Marketable Title. Prior to recording of the Final Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
- o. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Contract shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.
- p. Proof of Authority. The **CITY** requires the **PERMITTEE** to provide proof of authority by their respective governing boards to execute this Contract. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
- q. Recording of This Contract. The **PERMITTEE** shall record this Contract in the office of the Anoka County Recorder. The **PERMITTEE** agree that the terms and provisions of this Contract shall run with the land and shall bind the parties.
- r. Violation of This Contract. If the **PERMITTEE** fails to perform any of the terms of this Contract in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the defaultee, or the issuer of their financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Contract by the **PERMITTEE** shall also be grounds for denial of Building Permits.
- s. Contract Binding On Successors and Assigns. This Contract shall be binding upon the parties, and their successors and assigns.

17. Requirements for Building and Occupancy Permits.

- a.) No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the structure; (b) a Certificate of Survey, including that survey information required by the **CITY** has been supplied to the **CITY** Building Official; c.) all the financial guarantees required by the **CITY** have been satisfied; d.) a Permit from the Lower Rum River Watershed Management Organization has been obtained; (e) a Permit from Anoka County Soil Conservation District has been obtained (if necessary); and (f) this Contract has been signed and received by the **CITY**.
- b.) No occupancy permit for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided, including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, must be provided to the **CITY** documenting that the flattest grade on this lot is 1% or greater; and (d) boulevard sod and landscape tree, or escrow for same, have been provided.

18. Park Dedication. The Plat is located in the CITY'S Rogers Lake District. The current park dedication requirement is \$4,738 per commercial acre. Park Dedication obligations were collected as part of Auditor's Subdivision 27 and since no additional buildable lots are being created, the **PERMITTEE** shall not be subject to any further Park Dedication fees.
19. Trail Development Fees. The current trail development fee is \$1,090 per commercial acre. The **PERMITTEE** shall only be responsible for Trail Development Requirements for that area being added to the existing developed lot. The amount due on the Plat is One Thousand Eight Hundred Twenty Dollars and No Cents (\$1,090.00 x 1.67 acres = **\$1,820.00**). The **PERMITTEE** shall pay all fees before release of the plat for recording at the County Recorder's Office. The rate in effect at the time of execution of this Contract will be collected.
20. Stormwater Management Fee. The current stormwater management fee is \$4,630 per commercial acre. The **PERMITTEE** shall only be responsible for Stormwater Management Requirements for that area being added to the existing developed lot. The amount due on the Plat is Seven Thousand Seven Hundred Thirty Two Dollars and No Cents (\$4,630.00 x 1.67 acres = **\$7,732.00**). The **PERMITTEE** shall pay all fees before release of the plat for recording at Anoka County. The rate in effect at the time of execution of the Contract will be collected.
21. Quarterly Stormwater Charge. The **CITY** has a quarterly stormwater charge in effect based on impervious surface. The residential equivalency unit (REU) for the project is 18.4 for a quarterly charge of **\$682.27** (\$37.08 x 18.4). This is the rate in effect for 2011. Rates are adopted annually by **CITY** Ordinance.
22. Future Development Fees. The **PERMITTEE** agrees none of the above fees are being collected for any of the outlots and therefore said outlots are subject to similar fees at a future date when it subdivides for development.
23. Easements. The **PERMITTEE** shall be responsible for drafting and recording a cross access easement to benefit both Lot 1 Block 1 and Outlot A Cross of Hope Addition as shown on the Plans dated January 11, 2011 by Architect Steve Erban. Furthermore, the **PERMITTEE** shall be responsible for drafting and recording an access easement and agreement for access to the Garden of Hope cemetery, as shown on the Plans dated January 11, 2011. Said easements shall be executed prior to the **CITY** releasing the Plat for recording and must be recorded at the same time as the Plat.
24. Maintenance Agreement. The **PERMITTEE** shall enter into a Maintenance Agreement for construction of on-site stormwater management systems including, but not limited to, stormceptors and rain gardens. This agreement shall be executed prior to the **CITY** releasing the Plat for recording and must be recorded at the same time as the Plat. The **PERMITTEE** agrees that no Building Permit will be issued until this agreement is executed.
25. 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:

**Cross of Hope Lutheran Church**

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Attn: Pastor Hanson  
5730 179<sup>th</sup> Lane NW  
Ramsey, MN 55303

City Administrator  
City of Ramsey  
7550 Sunwood Dr NW  
Ramsey, MN 55303

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**CROSS OF HOPE LUTHERAN CHURCH**

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Its Church Council President

By: \_\_\_\_\_  
Its Mayor

Attest

By: \_\_\_\_\_  
Its City Clerk

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF ANOKA            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me a Notary Public within and for said County, personally appeared Bob Ramsey and JoAnn M. Thieling, to me personally known, who each by me dually sworn, each did say that they are respectively the Mayor and the City Clerk of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation

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

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of Cross of Hope Lutheran Church, a non-profit corporation organized under the laws of the State of Minnesota, on behalf of the non-profit corporation.

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

This Document Drafted By:  
City of Ramsey  
7550 Sunwood Dr NW  
Ramsey, MN 55303

This Document Reviewed By:  
Randall and Goodrich  
2140 4<sup>th</sup> Avenue  
Anoka, MN 55303

