

**CITY OF RAMSEY
DEVELOPMENT CONTRACT FOR COR THREE**

This CONTRACT dated this _____ day of _____, 2012, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”), the **HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA**, 7550 Sunwood Dr NW, Ramsey, MN 55303, (the “**PERMITTEE**”).

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

Outlots F, G, & H, RAMSEY TOWN CENTER ADDITION

-AND-

Lots 1 & 2, Outlot A, RAMSEY TOWN CENTER 3RD ADDITION

-OR UPON RECORDING-

Lots 1-5, Outlot A, COR TWO

(the “Subject Property”); and

WHEREAS, the **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as COR TWO (the “Plat”).

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** enter into this Contract, and
2. Development Plans. The **PERMITTEE** shall develop the Plat in accordance with the Final Plat Plans prepared by Landform dated _____ (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 are as follows:
 - a. None.(“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 July 27, 2012, revised August 9, 2012. 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 existing rights 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 of the Plat and providing lot corner stakes prior to the installation of underground utilities as set forth above.

Stage I Improvement Financial Guarantee. Since the **PERMITTEE** is a **CITY** authority, the **PERMITTEE** shall not be required to provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion.

4. Inspection Fees. Since the **PERMITTEE** is a **CITY** authority, the **PERMITTEE** shall not be required to provide an escrow to the **CITY** for the purpose of compensating for inspection services.
5. Installation. Not applicable.
6. Time of Performance. Not applicable.
7. Ownership of Improvements. Not applicable.
8. License. Not applicable.
9. Stage II Improvements. The Stage II Improvements which the **CITY** requires are as follows:
 - a. Monuments
 - b. Boulevard streetlights consistent with the COR master lighting and City policy (3 years O & M)

("Stage II Improvements")

10. Stage II Improvements to Outlot. The Stage II Improvements will be completed when the status of Outlot A is changed by the filing of a separate plat for Outlot A.
11. Clean Up. The **PERMITTEE** shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on its respective lots.
12. Payment for Stage II Improvements. No additional payment to ensure construction of Stage II Improvements shall be required for the Plat.

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.

13. 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.

14. **PERMITTEE 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 Subject Property. 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**.

15. Miscellaneous.

- a. 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.
- b. 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.
- c. 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 shall cease work until there is compliance.
- d. The obligations of the **PERMITTEE** under this Contract are personal to the **PERMITTEE** and do not run with title to the Subject Property.
- e. Mailbox Locations. The **PERMITTEE** agree that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.
- f. 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 of the Plat.
- g. 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.

- h. Constructing 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.
- i. 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** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- j. 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.
- k. Reimbursement to the CITY. The **PERMITTEE** agree 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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 defaulter, or the issuer of their financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by the **PERMITTEE** shall also be grounds for denial of Building Permits to the **PERMITTEE**.

16. 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.

c. Payment of Development Fees.

17. Park Dedication. The **PERMITTEE** is responsible for satisfying Park Dedication requirements. The 2012 Park Dedication Fee is \$4,738 per commercial area of net developable area. You will be responsible for a payment of Eighteen Thousand Seven Hundred Sixty Two Dollars and No Cents ($\$2,475 \times 3.96 \text{ acres} = \mathbf{\$18,762.00}$). The rate in effect at the time of execution of this Contract will be collected.
18. Trail Development Fees. The **PERMITTEE** development is responsible for satisfying Trail Development Fee requirements. The 2012 Trail Development Fee is \$1,090 per commercial area of net developable area. You will be responsible for a payment of Four Thousand Three Hundred Sixteen Dollars and No Cents ($\$600 \times 3.96 \text{ acres} = \mathbf{\$4,316.00}$). The rate in effect at the time of execution of this Contract will be collected.
19. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying Sanitary Sewer Trunk Fee requirements. The 2012 Sewer Trunk Fee is \$3,824 per commercial area of net developable area. You will be responsible for a payment of Fifteen Thousand One Hundred Forty Three Dollars and No Cents ($\$1,271 \times 3.96 \text{ acres} = \mathbf{\$15,143.00}$). The rate in effect at the time of execution of this Contract will be collected.
20. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying Water Trunk Fee requirements. The 2012 Water Trunk Fee is \$8,337 per commercial area of net developable area. You will be responsible for a payment of Thirty Three Thousand Fifteen Dollars and No Cents ($\$2,226 \times 17 \text{ units} = \mathbf{\$33,015.00}$). The rate in effect at the time of execution of this Contract will be collected.
21. Sanitary Sewer Lateral Fees. The **PERMITTEE** is responsible for satisfying Sanitary Sewer Lateral Fee requirements as the newly constructed units will be connecting to existing infrastructure. The 2012 Sanitary Sewer Lateral Fee is \$3,847 per connection. You will be responsible for a payment of Eleven Thousand Five Hundred Forty One Dollars and No Cents ($\$3,847 \times 3 \text{ connections} = \mathbf{\$11,541.00}$). The rate in effect at the time of execution of this Contract will be collected. *The actual construction costs to extend private services from existing connection points may be eligible for credit to lateral fees.*
22. Water Lateral Fees. The **PERMITTEE** is responsible for satisfying Water Lateral Fee requirements as the newly constructed units will be connecting to existing infrastructure. The 2012 Water Lateral Fee is \$8,777 per connection. You will be responsible for a payment of Twenty Six Thousand Three Hundred Thirty One Dollars and No Cents ($\$8,777 \times 3$

connections = **\$26,331.00**). The rate in effect at the time of execution of this Contract will be collected. *The actual construction costs to extend private services from existing connection points may be eligible for credit to lateral fees.*

23. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying Stormwater Trunk Fee requirements. The 2012 Water Trunk Fee is \$4,465 per commercial area of net developable area. You will be responsible for a payment of Seventeed Thousand Six Hundred Eight One Dollars and No Cents ($448 \times 3.96 \text{ acres} = \mathbf{\$17,681.00}$). The rate in effect at the time of execution of this Contract will be collected.
24. Development Fees for the Outlots. The **PERMITTEE** agrees none of the above fees are being collected for the outlots and therefore said outlots are subject to similar fees at a future date when it subdivides for development.
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:

CITY OF RAMSEY HOUSING AND REDEVELOPMENT AUTHORITY
Attn: Executive Director
7550 Sunwood Drive
Ramsey, MN 55303

CITY OF RAMSEY
Attn: City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST

By: _____
Its: City Clerk

CITY OF RAMSEY HOUSING AND REDEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____ 2012, 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 _____, 2012, by, _____, the _____ of the City of Ramsey Housing and Redevelopment Authority, a _____ under the laws of the State of Minnesota, on its behalf.

Notary Public

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

This document reviewed by:
Randall and Goodrich, PLC
2140 Fourth Ave N
Anoka, MN 55303