

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

This CONTRACT dated this _____ day of _____, 2012, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”), the **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

WHEREAS, Sophia-Ramsey, LLC, a Minnesota Limited Liability corporation, is the owner of land legally described as follows:

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

WHEREAS, Lots 1 & 2, RAMSEY TOWN CENTER 3RD ADDITION and Outlots F, G, & H, RAMSEY TOWN CENTER ADDITION, will be legally described as follows 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
 - b. 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.
 - c. 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.
 - d. 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**.
2. Development Plans. The **PERMITTEE** shall develop the Plat in accordance with the Final Plat Plans prepared by Landform Professional Services dated July 9, 2012, *revised July 25, 2012* (the “Plans”), subject to revisions per the City Staff Review Letter dated July 7th, 2012,

revised August 9th, 2012. The Plans shall not be attached to this Contract, but are in **CITY** files.

3. Stage I CITY Improvements Required. The improvements the **CITY** requires are as follows:
- a. Streets – construction of Sunwood Drive (already constructed)
 - b. Concrete curb and gutter – along Sunwood Drive (already constructed)
 - c. Street traffic control signals – for Sunwood Drive (already constructed)
 - d. Lot grading (already complete)
 - e. Sidewalks – along Sunwood Drive (already constructed)
 - f. Boulevard sodding – from back of curb to sidewalk

(“Stage I **CITY** Improvements”)

The **CITY** agrees to construct the Stage I Improvements according to the terms and conditions of this Contract and in accordance with the Plans.

4. Stage I PERMITTEE Improvements Required. The improvements the **CITY** requires that are to be constructed by the **PERMITTEE** are as follows:
- a. Trunk and lateral sanitary sewer
 - b. Trunk and lateral water main
 - c. Storm drainage facilities
 - d. Streets – internal shared access/private driveway
 - e. Street traffic control signals – at access points to Sunwood Drive
 - f. Trail development
 - g. Sidewalks
 - h. Electricity – (appears to be already constructed)
 - i. Phone – (appears to be already constructed)
 - j. Natural gas – (appears to be already constructed)
 - k. Boulevard sodding – from sidewalk to property line
 - l. Water shut off boxes
 - m. Easement acquisition
 - n. As-built plans
 - o. Stage I financial surety

(“Stage I **PERMITTEE** Improvements”)

The **PERMITTEE** agrees to construct the Stage I **PERMITTEE** Improvements according to the terms and conditions of this Contract and in accordance with the Plans. 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 PERMITTEE Improvement Financial Guarantee. To ensure the construction of the Stage I Improvements and their timely completion, the **PERMITTEE** shall be responsible for a financial guarantee in the amount of 125% the cost of the Stage I **PERMITTEE** Improvements. **PERMITTEE** agrees to assign the Stage I **PERMITTEE** Improvement Financial Guarantee to assigns and heirs.

5. 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.
6. 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 **PERMITTEE** and approved by the **CITY** Engineer. **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 Improvements and before the security is released, **PERMITTEE** shall supply the **CITY** with a complete set of reproducible “As Built” plans.
7. Time of Performance. Not applicable.
8. 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.
9. License. **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**.
10. Stage II CITY Improvements. The Stage II Improvements which the **CITY** requires are as follows:
 - a. Boulevard streetlights consistent with the COR master lighting and City policy (3 years O & M) – (already constructed)

 (“Stage II **CITY** Improvements”)
11. Stage II PERMITTEE Improvements. The Stage II Improvements which the **CITY** requires are as follows:
 - a. Monuments

 (“Stage II **PERMITTEE** Improvements”)
12. Stage I and Stage II Improvements to Outlots. The **PERMITTEE** agrees that Stage I and Stage and Stage II Improvements are being constructed for Lots 1 – 5 only. The **PERMITTEE** agrees that Stage I and Stage II Improvements are not being constructed for Outlot A, COR TWO but will be completed when the status of Outlot A, COR TWO is changed by the filing of a separate plat for Outlot A, COR TWO.

13. Payment for Stage II PERMITTEE 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.

14. Street Cleaning and Clean Up. 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.

15. 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.

16. 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. Mailbox Locations. If the PERMITTEE desires to construct mailboxes within the right of way, the PERMITTEE agree that the placement of mailboxes along public streets is subject to the approval by the CITY. Utility locates will be necessary.

- e. 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.
- 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. 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.
- h. 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.
- 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 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.
- j. 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.
- k.
- l. 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.
- m. Estoppel Certificate. The **CITY** agrees to provide the **PERMITTEE** with an estoppel certificate within 15 days of a written request by the **PERMITTEE**. The **CITY** agrees to provide said certificate upon verification that the terms of this Contract have been satisfied.
- n.
- o.

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.

c. Payment of Development Fees.

18. 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 Eight Hundred Ten Dollars and No Cents ($\$2,475 \times 3.97$ acres = **\$18,810.00**). The rate in effect at the time of execution of this Contract will be collected. Proof of recording of this Contract shall be proof that this fee has been paid.

19. 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 Twenty Seven Dollars and No Cents ($\$600 \times 3.97$ acres = **\$4,327.00**). The rate in effect at the time of execution of this Contract will be collected. . Proof of recording of this Contract shall be proof that this fee has been paid.

20. 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 Eighty One Dollars and No Cents ($\$1,271 \times 3.97$ acres = **\$15,181.00**). The rate in effect at the time of execution of this Contract will be collected. . Proof of recording of this Contract shall be proof that this fee has been paid.

21. 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 Ninety Eight Dollars and No Cents ($\$2,226 \times 17$ units = **\$33,098.00**). The rate in effect at the time of execution of this Contract will be collected. . Proof of recording of this Contract shall be proof that this fee has been paid.

22. 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 ($\$3,847 \times 3$ connections = **\$11,541.00**). The rate in effect at the time of execution of

- this Contract will be collected. *The Engineer's Estimate of installation of private sanitary sewer lines is \$23,600. As the Engineer's Estimate exceeds the cost of the lateral fee, no sanitary sewer lateral fee will be collected.* . Proof of recording of this Contract shall be proof that this fee has been paid.
23. 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 Engineer's Estimate of installation of private water lines is \$33,612. As the Engineer's Estimate exceeds the cost of the lateral fee, no water lateral fee will be collected.* . Proof of recording of this Contract shall be proof that this fee has been paid.
24. 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 Seven Hundred Twenty Six Dollars and No Cents ($\$448 \times 3.97$ acres = **\$17,726.00**). The rate in effect at the time of execution of this Contract will be collected. . Proof of recording of this Contract shall be proof that this fee has been paid.
25. Street Light and Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for satisfying Street Light and a Three Year Street Light Operation and Maintenance Fee requirements. The 2012 Street Light Fee for The COR is \$2,600 per light. You will be responsible for a payment of Thirty One Thousand Two Hundred Dollars and No Cents ($\$2,260 \times 12$ lights = **\$31,200.00**). The 2012 Street Light Fee Three Year Operation and Maintenance Fee for The COR is \$294 per light. You will be responsible for a payment of Three Thousand Five Hundred Dollars Twenty Eight Dollars and No Cents ($\$294 \times 12$ lights = **\$3,528.00**). The rate in effect at the time of execution of this Contract will be collected. . Proof of recording of this Contract shall be proof that this fee has been paid.
26. 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.
27. 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:

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF
RAMSEY

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

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY

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