

**WILLY MCCOY'S PATIO EXPANSION AND OUTDOOR COVERED BAR
DEVELOPMENT PERMIT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (the "**CITY**"), and **Whiskey Jacks of Ramsey, LLC** whose address is 6415 Highway 10 NW, Ramsey, MN 55303 (the "**PERMITTEE**").

WITNESSETH:

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

Lot 1 Block 1 Sunfish Commons, Anoka County, Minnesota

(the "**Subject Property**"); and

WHEREAS, on May 14, 2013 the **CITY** approved the **PERMITTEE**'s site plan for the expansion of an existing patio area and the addition of an outdoor covered bar on the **Subject Property**; and

WHEREAS, the **PERMITTEE** intends to cause the required improvements to the **Subject Property** to be constructed without financial participation by the **CITY**

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

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The **CITY** approves the **Site Plan** conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with Plan.** The **Site Plan** shall be developed pursuant to the plans consisting of one (1) sheet prepared by Civil Site Group, dated April 25, 2013 for the expansion of an existing patio and the addition of an outdoor covered bar.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable 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. **Fire Lanes.** Fire lanes shall be maintained on the Site. The exact locations of these items on the Site shall be as directed by the Fire Chief. The **PERMITTEE** herein agrees to post "No Parking" signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.
5. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the Site in accordance with the specifications and location as shown on the **Site Plan**. The Required Improvements are as follows:

- a. Installation of bituminous driveways, parking lots, and maneuvering areas and installation of continuous, B-612 concrete curbing and gutter around the perimeter of all bituminous surfaces.
- b. Establishment of turf in areas disturbed during construction and in accordance with the Plat.
- c. Temporary and permanent erosion control

("Required Improvements").

The **PERMITTEE** agrees to construct the Required Improvements according to the terms and conditions of this agreement and in accordance with **PERMITTEE'S** plans submitted to the **CITY**.

6. **Required Improvements Completion Date.** The Required Improvements shall be completed on or before May 14, 2014.

SECTION II PERMITS AND OCCUPANCY

7. **Requirements for Building Permits.** No 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; and (c) all the financial guarantees required by the **CITY** have been satisfied, (d) Permit from the Lower Rum River Watershed Management Organization has been obtained [if necessary], (e) Permit from Anoka County Soil Conservation District has been obtained [if necessary], (f) this Development Permit has been signed and received by the **CITY**.

SECTION III GENERAL

8. The **PERMITTEE** hereby agrees to comply with the following conditions:
 - No alcoholic beverages or food shall be served to persons outside of the designated outdoor seating area. Signage shall be posted that restricts the consumption of alcohol outside of the designated outdoor seating area as approved by staff.
 - Patrons shall access the outdoor seating area through the main entrance or host station and shall be seated by a staff person.
 - Any speaker devices used in the patio area shall be turned off by 10:00 p.m.
 - No temporary structures, other than those approved under separate permit, shall be erected during the winter months for smoking or other purposes.
9. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved **Site Plan**. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to this **Site Plan** resulting from grading performed in the development of the land.
16. **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.

17. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this Agreement as Required Improvements, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
18. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, 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 issuance of the building permit. Any expenses incurred after the release of the building permit 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.
19. **Reimbursement to the City.** The **PERMITTEE** 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.
20. **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.
21. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
22. **Violation of This Permit.** If the **PERMITTEE** fails to perform any of the terms of this Permit in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Permit by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.
23. **Agreement Binding On Successors and Assigns.** The **PERMITTEE** agrees that this Development Permit shall be binding upon its successors and assigns.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this _____ day of _____, _____.

Whiskey Jacks of Ramsey, LLC

CITY OF RAMSEY:

By: _____

By: _____

Its: _____

Its: _____ Mayor

ATTEST:

By: _____

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, _____, before me a Notary Public personally appeared Sarah Strommen and JoAnn M Thieling, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Clerk 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 Sarah Strommen and JoAnn M Thieling acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing was acknowledged before me this _____ day of _____, _____, by _____ the _____ of Whiskey Jacks of Ramsey, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company,

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303

REVIEWED BY:
Randall, Goodrich and Haag
2140 Fourth Avenue
Anoka, MN 55303