

City of Ramsey
Agenda
Special City Council
Tuesday February 19, 2013

5:00 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Council Business**
 1. Adopt Resolution Granting Revised Final Plat Approval of COR TWO; Case of the City of Ramsey Housing and Redevelopment Authority
- 5. Mayor/Council/Staff Input**
- 6. Adjournment**

CC Special Session

4. 1.

Meeting Date: 02/19/2013

By: Tim Gladhill, Community Development

Title:

Adopt Resolution Granting Revised Final Plat Approval of COR TWO; Case of the City of Ramsey Housing and Redevelopment Authority

Background:

Attached for the City Council's consideration for a revised Final Plat for COR TWO. The original Final Plat was originally approved on August 13, 2012. At this time, the proposed Lots 1 and 2 (existing lots) are not being included in the current version of the Final Plat. The additional area that is to be added to Lots 1 and 2 will be added with a subsequent Plat to be recorded by Sophia-Ramsey, LLC at the end of 2013. The attached HRA case provides background on the impetus for the change.

Notification:

No notification required at this time. The revised Plat is consistent with past approvals.

Observations/Alternatives:

The City Council previously granted Final Plat Approval to COR TWO in 2012. At that time, the plat included reconfiguration of Lots 1 and 2, Ramsey Town Center 3rd Addition. The Ramsey Town Center 3rd Addition is more commonly known as Northstar Marketplace or the Coborn's anchored retail center. Due to timing of the plat and associated tax requirements, the owners of Lots 1 and 2 have requested a delay to recording the plat of COR TWO. However, in order to facilitate development on the newly-created three (3) lots north of Northstar Marketplace, as well as completing grant requirements for the funding provided for the Sunwood Drive realignment, a version of the Plat must be recorded.

The proposed, revised plat removes Lots 1 and 2, but creates two (2) new outlots that will be included in a future plat of COR TWO, submitted by Sophia-Ramsey, LLC, that will bring the plat to it's originally planned configuration. Background on this topic is included in the Staff Report to the HRA, attached hereto.

Also attached is the most current version of the Development Agreement. Said Agreement is consistent with the previous approval, and has been revised as to legal form. In addition, the Agreement clarifies Engineering Inspection Fee requirements for Stage I and Stage II Improvements, consistent with previous discussion and approval.

Recommendation:

The Planning Commission recommended approval of the original COR TWO Plat. City Staff recommends approval of the revised plat, with revisions required to dedicate the necessary right of way (or permanent roadway easement) in areas of Sunwood Drive as well as the intersection of Armstrong Boulevard and Bunker Lake Boulevard. The revised configuration appears to be consistent with the original Planning Commission recommendation.

Funding Source:

All costs associated with the Application are the responsibility of the Applicant.

Council Action:

Motion to adopt Resolution #13-02- granting revised Final Plat Approval to COR TWO, with revisions required to dedicate the necessary right of way (or permanent roadway easement) in areas of Sunwood Drive as well as the intersection of Armstrong Boulevard and Bunker Lake Boulevard.

Attachments

[Site Location Map](#)

[City Council Staff Report \(8/13/2012\)](#)

[HRA Staff Report \(2/5/2013\)](#)

[Original Review File](#)

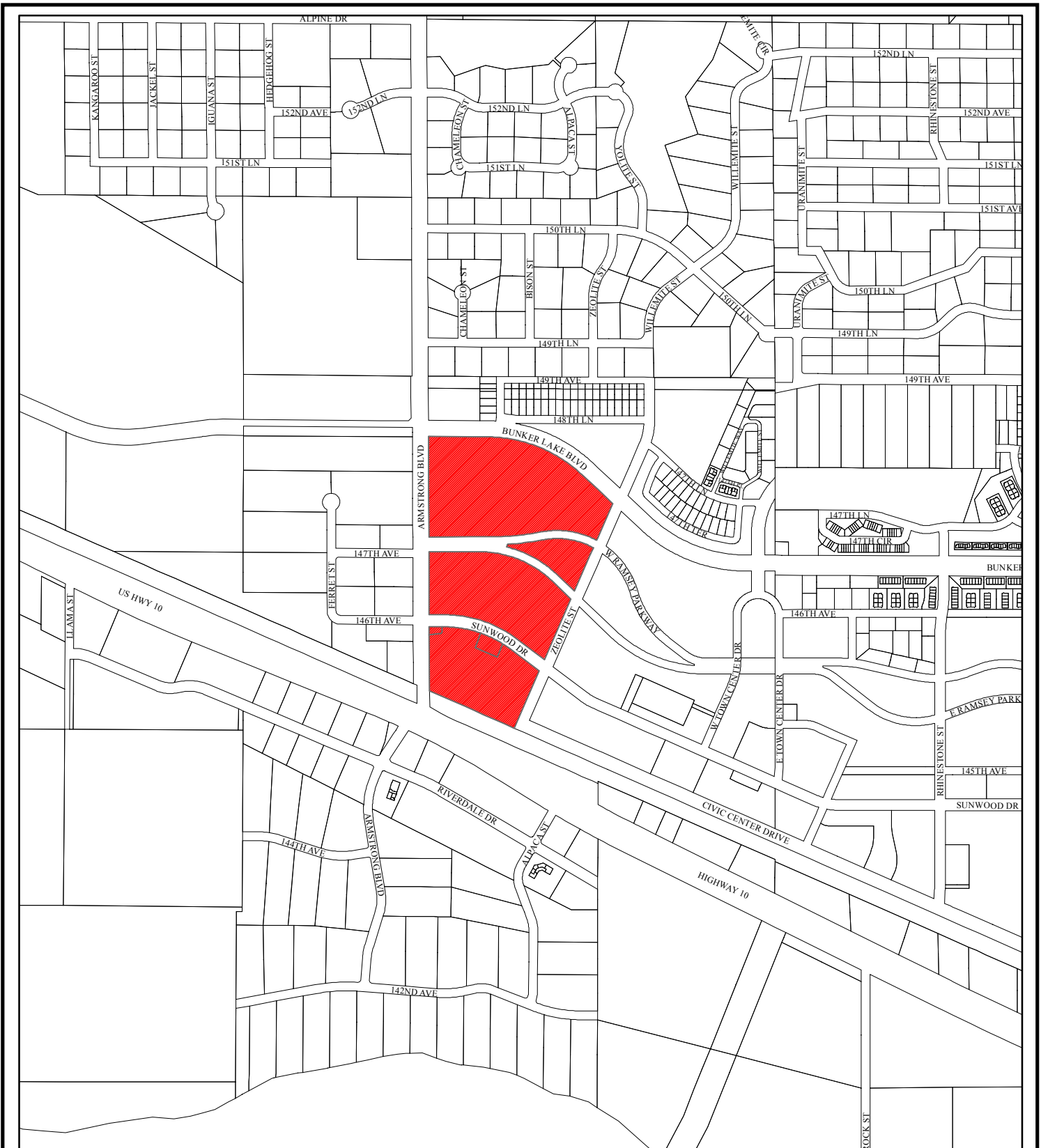
[Revised Final Plat](#)

[Revised Development Agreement](#)

[Proposed Resolution](#)

Form Review

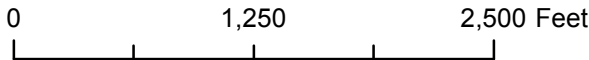
Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	02/14/2013 10:55 AM
Kurt Ulrich	Kurt Ulrich	02/14/2013 02:48 PM
Form Started By: Tim Gladhill		Started On: 02/13/2013 08:14 AM
	Final Approval Date: 02/14/2013	



COR TWO

Legend

- Site
- Parcels



Meeting Date: 08/13/2012

By: Tim Gladhill, Community Development

Information

Title:

Consider Preliminary Plat and Final Plat Approval of COR TWO; Case of the City of Ramsey Housing and Redevelopment Authority

Background:

The City of Ramsey Housing and Redevelopment Authority (HRA) has submitted a preliminary plat to subdivide three (3) additional buildable lots in the RAMEY TOWN CENTER ADDITION and reconfigure lot lines for two (2) existing parcels in RAMSEY TOWN CENTER 3rd ADDITION. The proposed development is located south of the re-aligned Sunwood Drive and east of Armstrong Boulevard.

Notification:

In accordance with City Code and Minnesota Statute, Staff attempted to notify residents within 700 feet of the subject property of the preliminary plat public hearing. The Public Hearing was published in the Anoka County Union.

Observations:

The subject property is currently zoned COR-2 Commercial. The COR-2 sub-district allows for a traditional and convenience retail.

The development is proposing pads for three (3) retail users. Concurrently, an Application has been submitted for Site Plan Review for Wisser Choice Liquors. That request will be reviewed separately. In addition, the remaining two (2) future users will submit site plan applications at a later date.

The proposed development will be serviced by existing and re-aligned Sunwood Drive. All users will derive access from shared access points as indicated on the Plan. As noted, based on the proposed parcel configuration, a shared access easement will need to be reviewed by the City Attorney prior to releasing the Final Plat for recording.

Staff has calculated parking requirements based on Lots 3-5 as a whole, with the assumption of shared-parking arrangements. Staff has noted some potential amendments to the Design Framework as it relates to future site plan reviews for this sub-district to ensure consistency with the approved Development Plan, and will review said findings at the meeting.

The Grading and Drainage and Utility Plans have been reviewed and a preliminary list of revisions are outlined in the City Staff Review Letter. However, Staff is still receiving and reviewing updates to the drainage, grading, street, and utility plans. Additional information and revisions may be required once the Staff review is complete. It appears that at least one easement will need to be vacated, potentially requiring an application for Easement Vacation.

A Landscaping Plan has yet to be submitted. Review and approval of a Landscaping Plan will be required prior to issuance of a Building Permit.

Also attached is a copy of the Development Agreement required by City Code. Included in the Development Agreement are the required Development Fees established annually by ordinance. Please note that Development Fees are not proposed to be collected on areas within the vacated right-of-way for existing Sunwood Drive. A detailed analysis is included in the Staff Review Letter, attached hereto.

Recommendation:

The Planning Commission held a Public Hearing on Thursday, August 2nd and recommended approval of the Preliminary and Final Plat contingent upon:

- Required amendments as outlined in the attached Staff Review File dated July 27, 2012

Funding Source:

Review of the application is being handled as part of regular Staff duties.

Council Action:

Motion to adopt a resolution granting Preliminary Plat approval of COR TWO

-AND-

Motion to adopt a resolution granting Final Plat Approval of COR TWO contingent upon:

- Required amendments as outlined in the attached Staff Review File dated July 27, 2012, revised August 9, 2010

-AND- the Developer entering into a Development Agreement with the City.

Attachments

- Site Location Map
- Preliminary and Final Plat
- Final Plat Sheet 1
- Final Plat Sheet 2
- Preliminary Plat Resolution
- Final Plat Resolution
- Development Agreement
- Staff Review Letter
- COR TWO Development Fees

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/08/2012 02:36 PM
Kurt Ulrich	Kurt Ulrich	08/09/2012 09:38 AM
Form Started By: Tim Gladhill		Started On: 07/31/2012 11:09 AM
	Final Approval Date: 08/09/2012	

HRA Special Session**5. 1.****Meeting Date:** 02/05/2013**By:** Darren Lazan, Housing &
Redevelopment Authority

Information**Title:**

Consider Work Order to Revise the COR TWO Plat and Associated Documents

Background:

In June of 2012 the Planning Commission reviewed the sketch plan for all proposed platting in The COR. This included the proposed plat of COR TWO on the western edge of the project.

On August 2nd, the Planning Commission held a public hearing, and recommended approval of the preliminary and final plats for COR TWO.

On August 15, 2012, the City Council approved the plat, and an ordinance related to the vacation of easements and rights-of-way was introduced.

On August 28th, 2012, The ordinance related to the vacation of easements and rights-of-way were adopted.

On January 22, 2013, the HRA reviewed the issues related to the Plat of COR TWO and provided consensus direction to proceed with the preparation of cost estimates and reconsideration at the next available meeting.

Notification:**Observations/Alternatives:**

The plat of COR TWO was completed and ready for recording at the end of 2012. Parties to the plat included the HRA and Sophia-Ramsey, LLC. Sophia-Ramsey, LLC are the owners of Lots 1 and 2 in Ramsey Town Center 3rd Addition, commonly known as the Coborn's anchored retail area. The timing of recording of the plat is significant because state law requires all parcels included in the plat to be paid current on property taxes. If this occurs on December 31st, this consists of a single day of property tax. On January 1, the taxes due to record the plat would be a full year, or over \$300,000 on Sophia Ramsey's two lots.

In 2012, Sophia Ramsey had previously agreed to record the plat, and the HRA Development Team negotiated all agreements and easements accordingly. These easements included, but are not limited to, shared access easements, trail easements, and drainage and utility easements. In December of 2012, Sophia Ramsey's mortgage was sold. The new mortgage holder had not assigned the account, and accordingly was not able to consent to the plat.

As a result, the plat could not be recorded before year-end. While Sophia Ramsey still wants to be part of the plat, they have stated they are no longer able to participate in the plat because of the requirement to pay their taxes in full for the 2013 fiscal year. It is anticipated that Sophia Ramsey will desire to complete the process near the end of 2013.

Separately, in order to facilitate the site plans for McDonalds and Super America, the COR TWO Plat (or version thereof) must be recorded. If modifications are required to exclude areas of the Plat previously approved by the City Council, thus necessitating the creation of additional parcels or modification to the configuration of lot lines, the revised Plat will need to be approved by the City Council. Based on initial review of the concept proposed, it is recommended that City Council action will be necessary.

In addition, the City was awarded a Local Road Improvement Project (LRIP) Grant to assist the construct the

re-aligned Sunwood Drive. In order to complete the terms of the grant award, the City Council must certify that it holds fee-title ownership for the roadway. Currently, the HRA holds fee-title ownership, with an appropriate legal document provided that allowed construction to commence. The Plat of COR TWO was the proposed mechanism to convey fee-title ownership to the City. However, it should be noted that there are other viable options to address the grant award. These options include, but are not limited to, conveying a permanent road easement via quit claim deed or the recording a right-of-way plat. A right-of-way plat would dedicate the necessary right-of-way for Sunwood Drive, but would not satisfy certain terms of purchase agreements with the HRA, nor provide the necessary buildable parcels necessary to facilitate the projects referenced above. Staff has not prepared an estimate for these two (2) options at this time, as direction from the HRA was to prepare estimates to revise the COR TWO plat.

Given the situation with Sophia Ramsey, an alternative platting scenario is being proposed and this case seeks the HRA's direction as to how they would like to proceed. The new scenario would require a redraft of the plat, and modifications to the existing easements and real estate documents. The attached sketch outlines the proposed modification to the plat, and the remnant parcels created (Outlots B and C).

The following will outline two (2) options to consider as it relates to reimbursement of the costs to revise the plat and associated documents. Option #1 would be to revise the plat. Option #2 would be to revise the plat -AND- require Sophia Ramsey, LLC to enter into a documented agreement to reimburse the HRA the costs to revise the plat.

Option #1 - Revise the Plat

To simply revise plat and proceed to record and close on contracted lots, the following actions will be required:

1. Revise Plat and resubmit for County Approval
2. Resubmit to City Council for approval of revised plat.
3. Revise completed easements and agreement exhibits related to the access and utilities.
4. Revise Existing real estate documents and gain approval of amendments.
5. ***Estimated Cost - \$8,000 (\$5,000 in surveying costs [see attached work order] + \$3,000 in legal costs [estimated only])***

Option #2 - Revise the Plat -AND- require Reimbursement Agreement with Sophia Ramsey, LLC

To additionally enter into an agreement with Sophia Ramsey, LLC related to their acquisition of parcels and eventual platting is a bit more complicated.

1. Perform all Steps #1 through #4 above
2. Prepare amendment to Agreement Related to the Plat of COR TWO to include a requirement that Sophia Ramsey, LLC reimburse the cost to revise the Plat of COR TWO.
3. ***Estimated Cost - \$16,000 (\$5,000 in surveying costs [see attached work order] + \$11,000 in legal costs [estimated only]).***

City Staff recommends that at minimum, some sort of written agreement be secured to outline the agreement for reimbursement of costs by Sophia Ramsey, LLC. It is Staff's understanding the HRA legal counsel is working on a potential Memorandum of Understanding that could be in executable form that would fit within Option #1 above. Staff further acknowledges that Option #1 will be required if the site plans for Lots 3 through 5 (Sunwood Retail) are to move forward without the inclusion of Lots 1 and 2 (Sophia Ramsey, LLC).

Some, or all of these costs could be recovered through the sale of the remnant parcels to Sophia Ramsey. It is noted that this expense has not currently been budgeted within the HRA budget.

Recommendation:

The Development Team that the HRA proceed with Option #1 (\$8,000) to modify the plat of COR TWO, and revise documents necessary to record the plat.

The Development Team recommends the HRA propose the transfer of the remnant parcels shown as Outlots B and C to Sophia Ramsey, LLC with the condition that they re-plat the parcels before December 31, 2013, and reimburse the HRA for all expenses in making the modifications to the plat.

Upon successful platting of those parcels, the HRA would grant the access easement over the HRA lots as shown in the current documents. The HRA would hold the remnant parcels and the access easement as security for Sophia Ramsey's contribution to the costs associated with this effort.

Funding Source:

Funding for preparation of the revised plat and associated documents has been proposed as an internal loan from The COR revolving fund, subject to repayment from Sophia Ramsey, LLC, and/or proceeds from closing on the three HRA parcels created with this plat (the Sunwood Retail Area). Sophia Ramsey has indicated that they would participate in the costs associated with this effort in exchange for the remnant parcels, and a permanent access easement.

Council Action:

Motion to authorize the Executive Director to execute a work order with Landform Professional Services in the amount not to exceed \$5,000, to authorize \$3,000 in HRA legal counsel fees for a total of \$8,000, and to direct the development team to proceed with the modification to the plat of COR TWO and revise documents necessary to record the plat.

Motion to direct HRA counsel to prepare an agreement with Sophia Ramsey, LLC related to the eventual platting of their parcels, and their contribution to the costs of revising the plat.

- Contingent upon-

- Analysis by the City's Planning and Engineering Division supporting the viability of the attached sketch;
- Subject to review by the City Attorney as to legal form.

Attachments

Sketch of Plat Modification

Work Order - Revise plat

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	01/31/2013 02:10 PM
Tim Gladhill	Tim Gladhill	01/31/2013 03:22 PM
Diana Lund	Diana Lund	01/31/2013 03:38 PM
Kurt Ulrich	Kurt Ulrich	01/31/2013 04:53 PM
Hakanson Anderson Engineering	Kathy Schmitz	01/31/2013 05:00 PM

Form Started By: Darren Lazan

Started On: 01/30/2013

Final Approval Date: 01/31/2013

July 27, 2012

City of Ramsey Housing and Redevelopment Authority
Attn: Kurt Ulrich, Executive Director
7550 Sunwood Dr NW
Ramsey, MN 55303

**Re: Major Subdivision Review
COR TWO**

Dear Mr. Ulrich:

The City of Ramsey has received your application for a Major Plat for a three (3) lot retail subdivision at Sunwood Drive and Armstrong Boulevard. Under separate review, the City is also reviewing a site plan for Wiser Choice Liquor. Comments from that Review File dated July 28, 2012 must also be addressed as part of this application. City Staff is recommending to the Planning Commission approval of the request contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated July 27, 2012

Please note: this is only a recommendation that is subject to review by the Planning Commission and final decision by the City Council. A copy of the review file and staff report are attached for your review. The Planning Commission will review the request on **Thursday, August 2nd at 7:00 p.m.** at the Ramsey Municipal Center in the Council Chambers. You, or a representative of the development, are highly encouraged to attend this meeting. Please contact me at your earliest convenience prior to the meeting to verify if you will be attending. Following the Planning Commission, the request will need to be reviewed for a final decision by the City Council. This hearing is tentatively scheduled for Tuesday, August 28th at 7:00 p.m. in the Council Chambers.

Please let me know if you have any questions or concerns. I can be reached at 763-576-4308 or by email at tgladhill@ci.ramsey.mn.us.

Sincerely,

CITY OF RAMSEY

Tim Gladhill
Development Services Manager

Enclosures

**CITY OF RAMSEY PLANNING DIVISION
REVIEW FILE**

DATE	7/27/2012	PROJECT ADDRESS	TBD
PROJECT TITLE	COR TWO		
REVIEW FILE #			
APPLICANT:	City of Ramsey HRA		
PRIMARY REVIEWER:	Tim Gladhill– Development Services Manager Phone: 763-576-4308 Fax: 763-433-9848 e-mail: tgladhill@ci.ramsey.mn.us		

We are in receipt of the proposed sketch plan for COR TWO. The submittal consists of the following sheets:

- Sheets C0.1, C1.1, C1.2, C1.3, C1.4, C2.1, C3.1, C4.1
- Architectural Elevations prepared by Wilkus Architects, P.A. dated 7/20/2012

(the “Plans”)

Please note that our plan review was based on plans dated July 9, 2012 (submitted July 11, 2012). On July 25, 2012, City Staff received revised site plan drawings on Wednesday, July 25th that impact the proposed lot lines. These comments will need to be revised upon submittal of revised Preliminary and Final Plat sheets. Said revised sheets shall be submitted to the City as soon as possible, but no later than Friday, August 10th in order to allow for sufficient review time for the August 28th City Council Meeting. We offer the following comments regarding your site plan and plat submittal:

Planning and Zoning

Reviewer: Tim Gladhill, Development Services Manager
tgladhill@ci.ramsey.mn.us
763-576-4308

General: The proposed plat consists of three (3) additional buildable lots to facilitate the development of a retail development. The proposed plat also includes minor re-platting of existing Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3rd ADDITION.

Lot Dimensions: The proposed lot dimensions (and required minimums) are as follows (approximate):

Minimum Lot Size	Proposed	Required
Lot 3	1.51 acres	n/a
Lot 4	1.14 acres	n/a
Lot 5	1.31 acres	n/a

-continued on next page-

Minimum Lot Width	Proposed	Required
Lot 3*	93/191 feet	80 feet
Lot 4	255 feet	80 feet
Lot 5	200 feet	80 feet

*Lot 3 has frontage along Armstrong Boulevard. However, access is not being proposed on Armstrong Boulevard. Access is being proposed along Sunwood Drive. Lot 3 does not have frontage along Sunwood Drive, but is proposed to gain access through a shared access easement. Ideally, Lot 3 would have frontage on Sunwood Drive, with a shared access easement conveyed to Northstar Marketplace. Understanding the impacts of the Sunwood Drive realignment and need to maintain existing access points for Northstar Marketplace, Staff is willing to review the request in its current form. The format of the shared access easement shall be subject to review by the City Attorney. *Please submit a draft shared access easement for review by the City Attorney prior to review by the City Council.*

Minimum Lot Depth	Proposed	Required
Lot 3	387 feet	100 feet
Lot 4	226 feet	100 feet
Lot 5	260 feet	100 feet

It appears that the proposed plat conforms to all lot dimensional requirements as it relates to the Major Subdivision request.

Streetscape. Lots with direct frontages along Sunwood Drive will be responsible for streetscape improvements as required by the Design Framework, including parking lot screening.

Easements. There are several easements that are required and indicated on the proposed plat. These easements shall be subject to the review of the City Attorney. In addition, if private utilities are requested to be relocated, advanced notification is required. Staff understands that this process has been started. Please coordinate with the City’s Engineering Division to ensure proper steps are taken to ensure the relocation of these private utilities is done in a timely manner.

For existing, underlying easements, please submit an Application for Easement Vacation as soon as possible, with required data. This request must be processed concurrently with the remaining review with the City Council.

Development Contract. The developer shall be required to enter into a Development Contract with the City to ensure timely completion of required improvements and obligations. As part of the Development Contract, the Developer shall be responsible for certain securities and inspection fees related to required improvements. In order to determine these final numbers, the City will need a detailed, itemized listing and projected cost of all exterior improvements exclusive of the building (water, sanitary sewer, trail, parking lot, landscaping, etc.). Many of these comments will be deferred to individual site plan review. A draft Development Contract will be available prior to review by the City Council. All associated development fees (trunk and lateral sanitary sewer, storm sewer, watermain, and trail) would also be referenced within and collected with the execution and recording of the development agreement, or otherwise agreed to defer to site plan approval.

Civil Engineering
Reviewer: Leonard Linton, Civil Engineer
llinton@ci.ramsey.mn.us
763-433-9834

All civil engineering review comments are included in the site plan review for Wiser Choice Liquor. Any approval for COR TWO is contingent upon the Staff Review File for said site plan review application. Comments from said review file are hereby incorporated by reference and available upon request.

DEVELOPMENT FEES

Development Fees for all three (3) proposed lots are included on Exhibit A, attached hereto. As this is a commercial development, development fees are calculated on a per-acre basis, based on increase in net-developable area. Net-developable area is defined as the total size of the lot, subtracting any areas that are not able to be developed (such as wetlands, right-of-ways, and any areas under the 100-year flood elevation).

As a portion of the Property is proposed to be vacated right-of-way for existing Sunwood Drive, it may be appropriate to not include this area in the calculation for development fees. The City does not ordinarily retroactively collect per acre development fees to existing properties when vacating right-of-way. Per City Code and previous approvals, areas of shared access and shared parking are not excluded from development fee calculations. However, the shared access that is an extension of an existing access to Northstar Marketplace is related to the Sunwood Drive re-alignment, a City Improvement Project. As part of that project, the City is working to maintain this access point. Staff will need to review if this has any impacts on net-buildable area as it relates to development fees. *Staff will need policy direction from the City Council in addressing the area of vacated right-of-way as it relates to development fees.*

Please note that the draft development fee spreadsheet attached will need to be revised based upon these discussions. A final draft of development fees will be available prior to review with the City Council.

GENERAL INFORMATION

Additional Review. Due to its location, the request has been forwarded to Anoka County Highway Department for review and comment. Comments will be forwarded to you for review when available.

Next Steps. The case is scheduled for review by the Planning Commission on Thursday, August 2, 2012 at 7:00 p.m. in the Council Chambers at the Ramsey Municipal Center. The request is tentatively scheduled for review by the City Council on Tuesday, August 28.

-end of report-

**EXHIBIT A
DEVELOPMENT FEES**

Parcel	Lot Size (Sect. 2)	Connections	Lights	Park Dedication	Trail Development	Sanitary Sewer Trunk	Water Trunk	Sanitary Sewer Lateral	Water Lateral	Stormwater Management	Street Lights	Street Light O & M	Total
Lot 1*	0.62	0	0	\$ 2,938	\$ 676	\$ 2,371	\$ 5,169	\$ -	\$ -	\$ 2,768	\$ -	\$ -	\$13,922
Lot 2*	0.67	0	0	\$ 3,174	\$ 730	\$ 2,562	\$ 5,586	\$ -	\$ -	\$ 2,992	\$ -	\$ -	\$15,045
Lot 3	1.51	1	4	\$ 7,154	\$ 1,646	\$ 5,774	\$ 12,589	\$ 3,847	\$ 8,777	\$ 6,742	\$ 10,400	\$ 1,176	\$58,112
Lot 4	1.14	1	4	\$ 5,401	\$ 1,243	\$ 4,359	\$ 9,504	\$ 3,847	\$ 8,777	\$ 5,090	\$ 10,400	\$ 1,176	\$49,804
Lot 5	1.31	1	4	\$ 6,207	\$ 1,428	\$ 5,009	\$ 10,921	\$ 3,847	\$ 8,777	\$ 5,849	\$ 10,400	\$ 1,176	\$53,621

*Based on net increase of buildable area.

**NET BUILDABLE AREA CALCULATIONS
(IN ACRES)**

Section 1

Net Lot Size INCREASE Lots 1 & 2	Existing Lot Size	Proposed Lot Size	Net Increase
Lot 1	0.47	1.09	0.62
Lot 2	8.92	9.59	0.67
Lot 3	0	1.51	1.51
Lot 4	0	1.14	1.14
Lot 5	0	1.31	1.31

Section 2

ROW Vacation	Credit	Final Lot Size
Lot 1		
Lot 2		
Lot 3		
Lot 4		
Lot 5		

Current Development Fee Rates

Park Dedication Fee	\$4,738 per acre
Trail Development Fee	\$1,090 per acre
Sanitary Sewer Trunk Fee	\$3,824 per acre
Water Trunk Fee	\$8,337 per acre
Sanitary Sewer Lateral Fee	\$3,847 per connection
Water Lateral Fee	\$8,777 per connection
Stormwater Management Fee	\$4,465 per acre
Street Lights	\$2,600 per light
Street Lights Operation and Maintenance	\$294 per light

COR TWO

KNOW ALL PERSONS BY THESE PRESENTS: That the Housing and Redevelopment Authority in and for the City of Ramsey, a public body politic and corporate under the laws of State of Minnesota, owner of the following described property:

OUTLOT F, G, AND H, RAMSEY TOWN CENTER ADDITION, ANOKA COUNTY, MINNESOTA

AND

THAT PART OF VACATED WEST RAMSEY PARKWAY LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY STATE AID HIGHWAY NO. 83, ALSO KNOWN AS ARMSTRONG BOULEVARD, AS SHOWN ON ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 33 AND LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF ZEOLITE ST. NW AS DEDICATED IN THE PLAT OF RAMSEY TOWN CENTER ADDITION.

AND

THAT PART OF THE NORTH ONE HALF OF VACATED SUNWOOD DRIVE LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY STATE AID HIGHWAY NO. 83, ALSO KNOWN AS ARMSTRONG BOULEVARD, AS SHOWN ON ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 33 AND LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF ZEOLITE ST. NW AS DEDICATED IN THE PLAT OF RAMSEY TOWN CENTER ADDITION.

Have caused the same to be surveyed and platted as COR TWO and do hereby dedicate to the public for public use the drainage and utility easements as shown on this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway Numbers 83 and 116 as shown on this plat.

In witness whereof said Housing and Redevelopment Authority in and for the City of Ramsey, a public body politic and corporate under the laws of State of Minnesota, has caused these presents to be signed by its proper officers this _____ day of _____, 201____.

HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 201____

by _____, its _____ and

by _____, its _____ of the Housing and Redevelopment Authority in and for the City of Ramsey, a public body politic and corporate under the laws of State of Minnesota .

Notary Public, _____ County, _____

My Commission Expires _____

I Scott C. Trosen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 201____.

Scott C. Trosen
Licensed Land Surveyor
Minnesota License No. 47465

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 201____ by Scott C. Trosen.

Notary Public, _____ County, _____

My Commission Expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of COR TWO was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 201____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

Sarah Strommen, Mayor

JoAnn M. Thieling, City Clerk

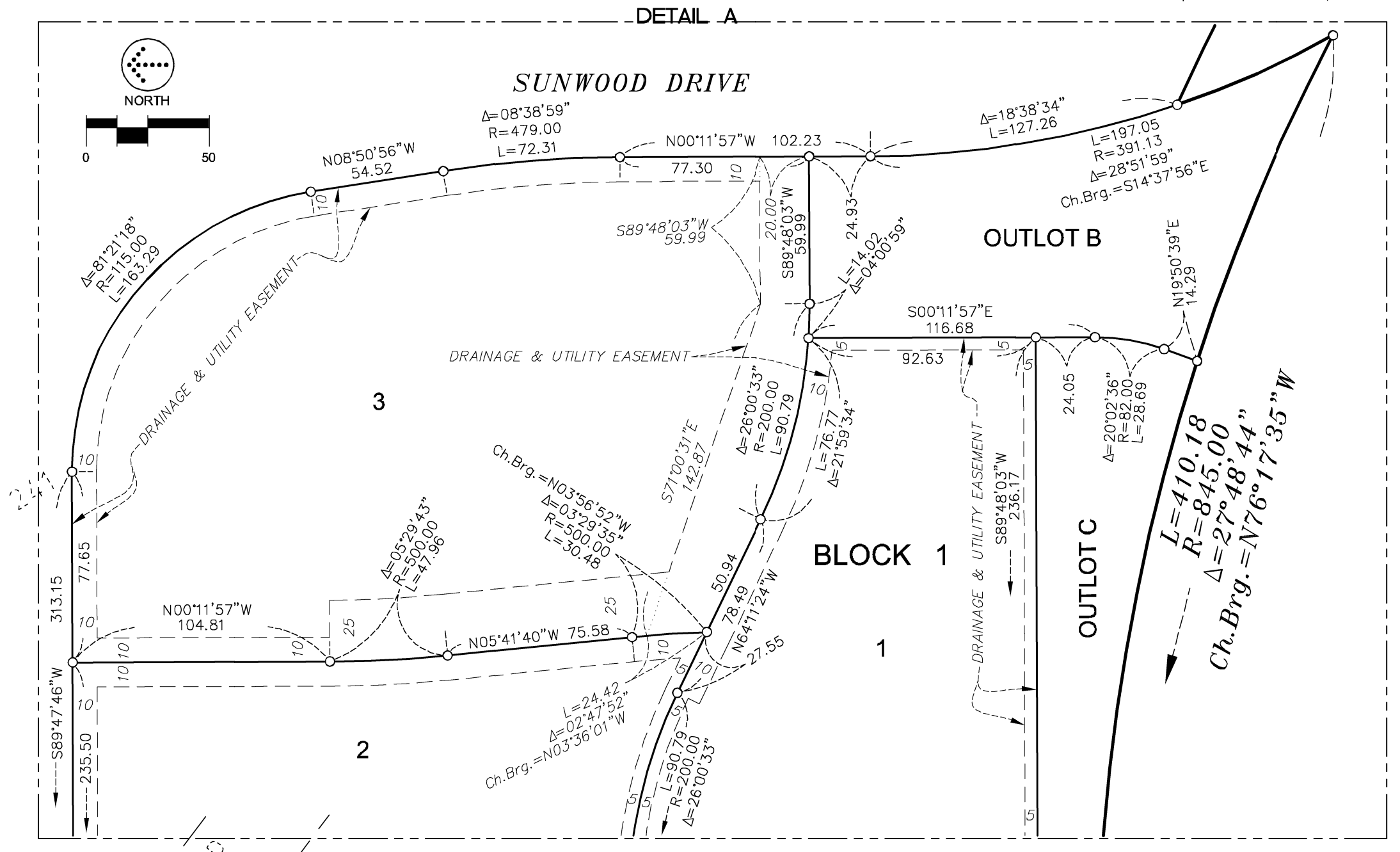
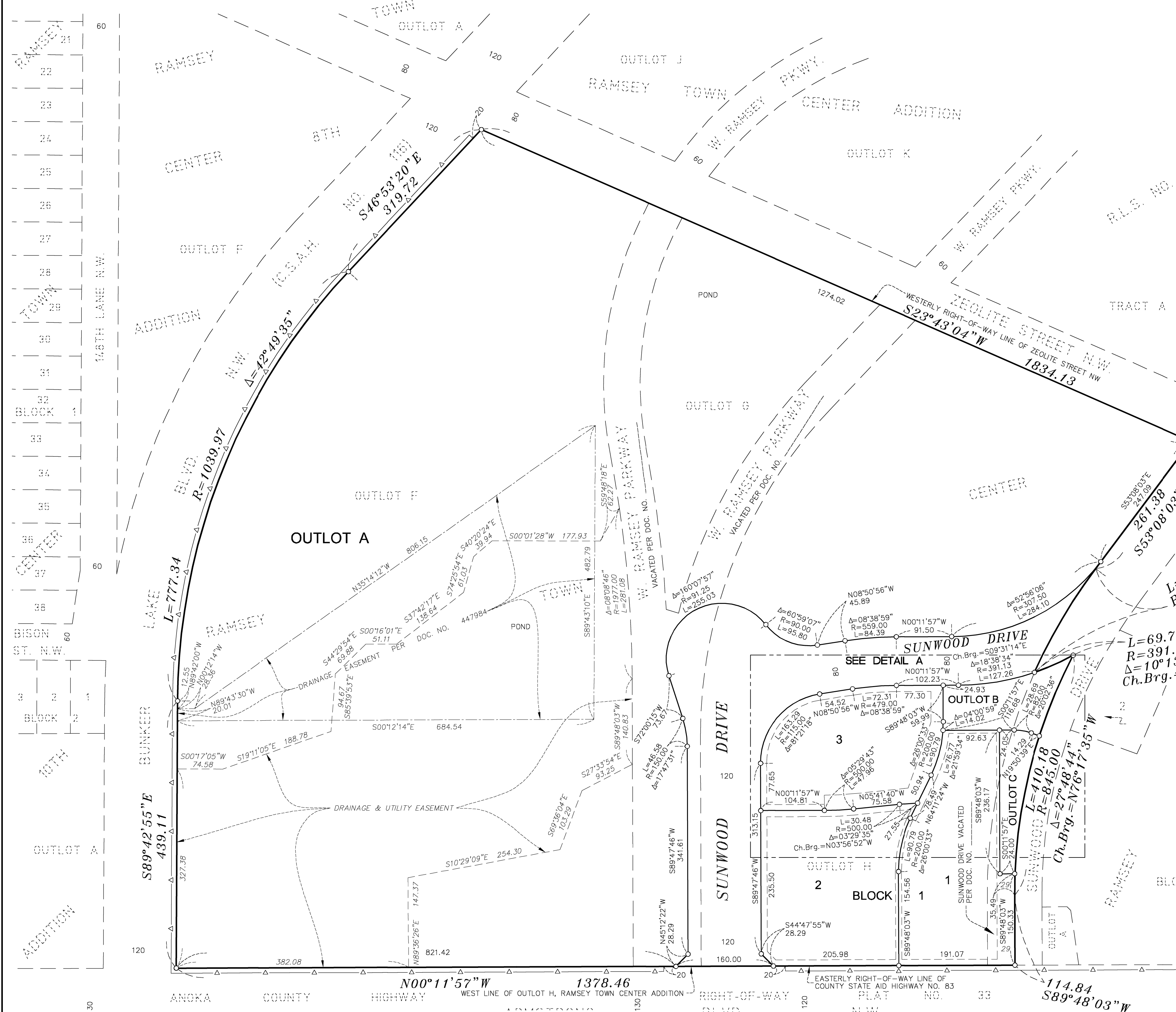
COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 201____.

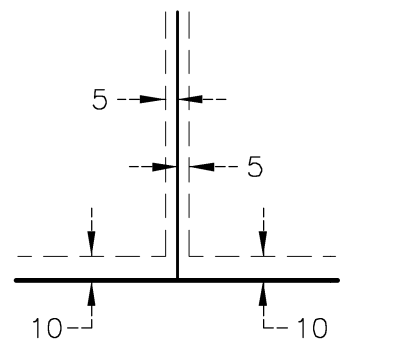
Larry D. Hoiium, Anoka County Surveyor

COR TWO

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 28, TWP. 32, RNG. 25



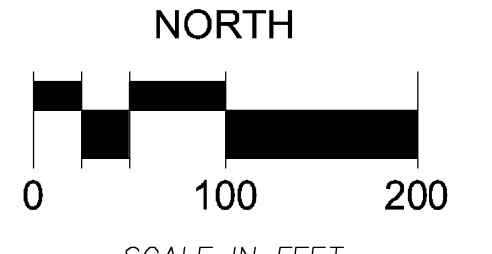
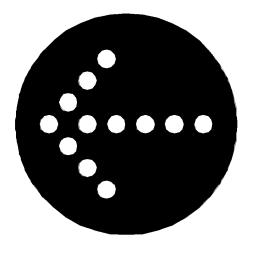
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS: (NOT TO SCALE)



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN

FOR THE PURPOSES OF THIS PLAT, THE WEST LINE OF OUTLOT H, RAMSEY TOWN CENTER ADDITION IS ASSUMED TO BEAR NORTH 00 DEGREES 11 MINUTES 57 SECOND WEST

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT, SET AND MARKED WITH MINNESOTA LICENSE NO. 47465
- △ DENOTES RIGHT OF ACCESS DEDICATED TO COUNTY OF ANOKA



SCALE IN FEET
1 INCH=100 FEET

ALPHA OUTLOT D DEVELOPMENT	HY-10 RAMSEY 2 BLOCK 1 2ND ADDITION	HY-10 4TH RAMSEY 3 BLOCK 1 ADDITION	HY-10 RAMSEY 3RD ADDITION 3 BLOCK 1	147TH AVE. N.W.	HY-10 2 BLOCK 2 RAMSEY	66 146TH AVE. N.W.	BLOCK 1 3 ADDITION HAUSER
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**CITY OF RAMSEY
DEVELOPMENT CONTRACT FOR COR TWO**

This contract (hereinafter the "Contract") is dated as of this _____ day of _____, 2012 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **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 on the attached Exhibit A -1 (the "**PERMITTEE** Property").

WHEREAS, Sophia-Ramsey, LLC, a Minnesota Limited Liability corporation ("Sophia-Ramsey"), is the owner of land legally described on the attached Exhibit A-2 (the "Sophia-Ramsey Property").

WHEREAS, the **PERMITTEE** Property and the Sophia-Ramsey Property are referred to herein, collectively, as the "Subject Property."

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

WHEREAS, the Plat re-subdivides the Subject Property into Lots 1 through 5, Block 1 and Outlot A, COR TWO, Anoka County, Minnesota.

THEREFORE, THE **CITY** AND THE **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** has approved the Plat subject to the satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE'S** Execution of this Contract. That the **PERMITTEE** enter into this Contract.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy. A successor in title to the **PERMITTEE** who acquires any right, title or interest in or to all or any portion of the Subject Property in good faith and for value may rely on the recording of the Plat as conclusive evidence that this condition has been satisfied.
 - c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** and Sophia-Ramsey have authorized the **PERMITTEE'S** and Sophia-Ramsey's execution of 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. A successor in title to the

PERMITTEE who acquires any right, title or interest in or to all or any portion of the Subject Property in good faith and for value may rely on the recording of the Plat as conclusive evidence that this condition has been satisfied.

- d. Easements. Contemporaneous with the recording of the Plat, the **PERMITTEE** must record instruments creating valid easements for (i) ingress and egress between the each of the lots in the Plat and Sunwood Drive, as depicted on the Plat, and (ii) for the public trail located on the Property and (iii) for public and private utilities and storm water facilities the **PERMITTEE** is obligated to construct as a part of the Stage I **PERMITTEE** Improvements, to the extent such utilities and storm drainage facilities are not located within drainage and utility easements dedicated on the Plat.
2. The Plans. The term “Plans” as used in this Contract means the Final Plat Plans prepared by Landform Professional Services dated July 9, 2012, as revised July 25, 2012 and August 9th, 2012. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the July 25 and August 9, 2012 revisions to, among other things, confirm that the revisions requested in the **CITY** Staff’s July 7, 2012 review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The **CITY** may not arbitrarily or capriciously deny or delay approval of proposed revisions to the Plans or impose arbitrary or capricious conditions upon the **CITY’S** approval of proposed changes to the Plans. The Plans shall not be attached to this Contract, but are in the **CITY’S** files.
3. Stage I **CITY** Improvements. The improvements the **CITY** will construct or install 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 and install the Stage I **CITY** Improvements according to the terms and conditions of this Contract and in accordance with the Plans. The **CITY** must complete the construction of the Stage I **CITY** Improvements within one (1) year after the recording of the Plat.

4. Stage I **PERMITTEE** Improvements. The improvements the **CITY** requires the **PERMITTEE** to construct 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
- i. Phone
- j. Natural gas
- k. Boulevard sodding – from sidewalk to property line
- l. Water shut off boxes

(the “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 and the **CITY** Code.

5. Additional Requirements Related to Certain Stage I **PERMITTEE** Improvements. The **PERMITTEE** must construct and complete the Stage I **PERMITTEE** Improvements described in Sections 4(), 4() and 4(), under traffic, must bring those Stage I **PERMITTEE** Improvements up to grade and must restore existing conditions within 24 hours after _____.
6. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners prior to the installation of the underground utilities described in Sections 4(), 4() and 4().
7. Stage I **PERMITTEE** Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of _____ Dollars and No Cents (\$ _____ .00), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements. Upon completion of Stage I Improvements (including the removal of “temporary” erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.
8. Inspection Fees for the Stage I **PERMITTEE** Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of _____ Dollars and No Cents (\$ _____ .00), which amount is 5% of the City Engineer’s estimated cost of the Stage I Improvements. The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the

Stage I Improvements, acceptance by the CITY, and supported by appropriate lien waivers~~The CITY has waived the requirement that the PERMITTEE escrow funds with the CITY to secure the PERMITTEE'S obligation to reimburse the CITY for inspection services. [This inspection fee will be an obligation of future development site plans for SA, Wise, and McDonald's as part of their Development Permit/Building Permit]~~

9. Installation of the Stage I PERMITTEE Improvements. The PERMITTEE shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I PERMITTEE Improvements. The PERMITTEE must provide the CITY with copies of all necessary permits from other governmental agencies prior to or when the PERMITTEE applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I PERMITTEE Improvements and as a condition of the CITY'S release of the greater of the last ten percent (10%) or the last \$_____ of the security described in Section 7 above, the PERMITTEE shall provide the CITY with a complete set of reproducible "As Built" plans for the Stage I PERMITTEE Improvements.
10. Time of Performance for the Stage I PERMITTEE Improvements. The PERMITTEE must complete the Stage I PERMITTEE Improvements within one (1) year after the recording of the Plat.
11. Ownership of the Stage I PERMITTEE Improvements. The PERMITTEE owns the Stage I PERMITTEE Improvements until the CITY'S acceptance of the Stage I PERMITTEE Improvements. Title to the Stage I PERMITTEE Improvements automatically passes to the CITY upon the CITY'S written acceptance of the Stage I PERMITTEE Improvements. Except to the extent the CITY has accepted all or portions of the Stage I PERMITTEE Improvements, in writing, prior to the lapse, expiration, or other termination of the CITY'S financial guaranty described in Section 7 and except to the extent the CITY and the PERMITTEE may agree, in writing, to defer the CITY'S acceptance of certain specified Stage I PERMITTEE Improvements, the CITY is deemed to have accepted the Stage I PERMITTEE Improvements when the CITY releases the financial guaranty described in Section 7 or allows such financial guarantee to lapse, expire or otherwise terminate.
12. Stage I PERMITTEE Improvements License. THE PERMITTEE hereby grants the CITY and the CITY'S agents, employees, officers, and contractors an irrevocable license to enter the PERMITTEE Property to perform all necessary work and/or inspections the CITY deems appropriate during the PERMITTEE'S installation of the Stage I PERMITTEE Improvements. The license shall expire after the CITY accepts ownership of Stage I PERMITTEE Improvements.
13. Stage II CITY Improvements. The future improvements the CITY must construct or install are as follows:

- a. Installation of boulevard streetlights consistent with the COR Master Lighting Plan and the CITY'S Street Light policy

(the "Stage II CITY Improvements"). The CITY must complete the construction of the Stage II CITY Improvements within one (1) year after the date upon which the Plat is recorded.

14. Stage II PERMITTEE Improvements. The future improvements the PERMITTEE must construct or install are as follows:

- a. Installation of survey monumentation.

(the "Stage II PERMITTEE Improvements"). The PERMITTEE must complete the construction of the Stage II PERMITTEE Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II PERMITTEE Improvements in accordance with the Plans.

15. Stage I and Stage II Improvements to Outlot A. The PERMITTEE acknowledges and agrees that the Stage I PERMITTEE Improvements and the Stage II PERMITTEE Improvements address only the CITY'S requirements with respect to Lots 1 through 5, Block 1 COR TWO. The PERMITTEE acknowledges and agrees that when the PERMITTEE or its successors in title re-plat Outlot A, COR TWO the CITY may require, as a condition of its approval of the re-plat, that the PERMITTEE or its successor in title execute a new Development Agreement establishing Stage I PERMITTEE Improvements and Stage II PERMITTEE Improvements with respect to the property currently described as Outlot A, COR TWO.
16. Financial Guaranty for Stage II PERMITTEE Improvements. The CITY does not require a financial guaranty to secure the PERMITTEE'S obligation to construct the PERMITTEE Stage II Improvements.
17. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I PERMITTEE Improvements is installed, the PERMITTEE shall clear any soil, earth, or debris from the streets. From time to time, the CITY may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I PERMITTEE Improvements. 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.
18. Payment of Development Fee's. The PERMITTEE must pay to the CITY the fees described on Exhibit C which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Construction (Trunk)

Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees and Street Light and Street Light Operation and Maintenance Fees.

19. Requirements for Building and Occupancy Permits.

- a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey that includes the survey information described on Exhibit B; c.) the financial guaranty described in Section 7 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the **CITY**; and
- b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I **PERMITTEE** Improvements.

20. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default (except as provided in subsection (a) below and in Section 7 above with respect to expiring letters of credit) and the **PERMITTEE** fails to cure the default within said thirty (30) the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the

PERMITTEE must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within ___ days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said ___ day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Contract to reimburse itself for the expenses the **CITY** incurs to perform the work. 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 **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedied available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 7 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 21 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 20(d).

21. 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** or the **PERMITTEE** 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 a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'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 the **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** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

- e. Boulevard and Wetland 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 of the **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 **PERMITTEE** Stage I and **PERMITTEE** 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. 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.

- l. Estoppel Certificates and Certificate of Completion. Within ten (10) days after a written request from the **PERMITTEE**, the **CITY** will provide the **PERMITTEE** and any third party who is purchasing all or any portion of the **PERMITTEE** Property or to whom the **PERMITTEE** is granting a mortgage on all or any portion of the **PERMITTEE** Property with a written estoppel certificate stating: (i) that this Contract remains in full force and effect or that this Contract has been terminated; (ii) that this Contract has not been modified or amended or, if this Contract has been modified or amended, identifying such modifications or amendments; (iii) the type and amount of any security the **CITY** is holding to secure the performance of the **PERMITTEE'S** obligations under this Contract; (iv) that, to the best of the **CITY'S** actual knowledge, the **PERMITTEE** is not in default in the performance of the **PERMITTEE'S** obligations under this Contract or, if the **CITY** has knowledge of **PERMITTEE** defaults, describing those defaults; and (v) that, to the best of the **CITY'S** actual knowledge, the **CITY** is not in default in the performance of the **CITY'S** obligations under this Contract or, if the **CITY** has knowledge of **CITY**

defaults, describing those defaults. At any time that the **PERMITTEE** believes it has fully performed its obligations under this Contract, the **PERMITTEE** may so notify the **CITY** and the **CITY** shall promptly inspect the Subject Property to determine if the **PERMITTEE** has full performed its obligations under this Contract. Within ten (10) days after the **CITY'S** inspection the **CITY** must provide the **PERMITTEE** with either a detailed written description of the **PERMITTEE** obligations which the **CITY** determines the **PERMITTEE** has not fully performed or a recordable instrument executed by the **CITY'S** mayor and **CITY** administrator evidencing the termination and satisfaction of this Contract.

- m. 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:

TO PERMITTEE:

The Housing and Redevelopment Authority in and for the
City of Ramsey
Attn: Executive Director
7550 Sunwood Drive
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

EXHIBIT A-1

Legal Description of the PERMITTEE Property

Outlots F, G and H, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota,
according to the recorded plat thereof.

EXHIBIT A-2

Legal Description of the Sophia-Ramsey Property

Lots 1 and 2 and Outlot A, RAMSEY TOWN CENTER 3RD ADDITION, Anoka County, Minnesota, according to the recorded plat thereof.

EXHIBIT B

Survey Requirements

EXHIBIT C

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2012 Park Dedication Fee applicable to the Plat is \$4,738 per net developable acre. **PERMITTEE** must pay a Park Dedication Fee of Eighteen Thousand Eight Hundred Ten Dollars and No Cents ($\$4,738 \times 3.97$ acres = **\$18,810.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2012 Trail Development Fee applicable to the Plat is \$1,090 per net developable acre. **PERMITTEE** must pay a Trail Development Fee of Four Thousand Three Hundred Twenty Seven Dollars and No Cents ($\$1,090 \times 3.97$ acres = **\$4,327.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. The 2012 Sewer Trunk Fee applicable to the Plat is \$3,824 per net developable acre. **PERMITTEE** must pay a Sewer Trunk Fee of Fifteen Thousand One Hundred Eighty One Dollars and No Cents ($\$3,824 \times 3.97$ acres = **\$15,181.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. The 2012 Water Trunk Fee applicable to the Plat is \$8,337 per net developable acre. **PERMITTEE** must pay a Water Trunk Fee of Thirty Three Thousand Ninety Eight Dollars and No Cents ($\$2,226 \times 3.97$ acres = **\$33,098.00**). *[To get the math to work in this paragraph, I assumed this was a per acre charge. Is that correct?]* Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
5. Sanitary Sewer Lateral Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Lateral Fee requirements. The 2012 Sanitary Sewer Lateral Fee is \$3,847 per connection and the Plat will result in three (3) new connections, so the Sanitary Sewer Lateral Fee is Eleven Thousand Five Hundred Forty One Dollars and No Cents ($\$3,847 \times 3$ connections = **\$11,541.00**). The **CITY** Engineer estimates that the cost of installing private sanitary sewer lines is \$23,600. Because the estimated cost of installing private sanitary sewer lines exceeds the Sanitary Sewer Lateral Fee, the **PERMITTEE** is not obligated to pay the Sanitary Sewer Lateral Fee.
6. Water Lateral Fees. The **PERMITTEE** is responsible for satisfying applicable Water Lateral Fee requirements. The 2012 Water Lateral Fee is \$8,777 per connection, and the Plat will result in three (3) new connections, so the Water

Lateral Fee is Twenty Six Thousand Three Hundred Thirty One Dollars and No Cents ($\$8,777 \times 3$ connections = **\\$26,331.00**). The CITY Engineer estimates that the cost of installing private water lines is \$33,612. Because the estimated cost of installing private water lines exceeds the Water Lateral Fee, the **PERMITTEE** is not obligated to pay the Water Lateral Fee.

7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2012 Stormwater Management Fee \$4,465 per net developable acre. **PERMITTEE** must pay a Stormwater Management Fee of Seventeen Thousand Seven Hundred Twenty Six Dollars and No Cents ($\$4,465 \times 3.97$ acres = **\\$17,726.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
8. Street Light and Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for satisfying applicable Street Light and Three Year Street Light Operation and Maintenance Fee requirements. The 2012 Street Light Fee for The COR is \$2,600 per light, and the Plat will result in the installation of 12 lights. **PERMITTEE** must pay a Street Light Fee of Thirty One Thousand Two Hundred Dollars and No Cents ($\$2,600 \times 12$ lights = **\\$31,200.00**). The 2012 Street Light Operation and Maintenance Fee for The COR is \$294 per light. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of Three Thousand Five Hundred Dollars Twenty Eight Dollars and No Cents ($\$294 \times 12$ lights = **\\$3,528.00**). Third parties may rely on recording of this Contract as conclusive evidence that this fee has been paid.
9. Development Fees for the Outlot A. The **PERMITTEE** agrees none of the above fees are being collected for the Outlot A and therefore Outlot A is subject to similar fees at a future date when it is platted for development.

Councilmember ~~McGlone~~ introduced the following resolution and moved for its adoption:

RESOLUTION #~~132-028-042119~~

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF COR TWO

WHEREAS, the Ramsey Housing and Redevelopment Authority (HRA), hereinafter referred to as “Applicant”, has properly applied for preliminary plat approval of COR TWO on the following described property located in the City of Ramsey:

Outlots F, G, and H, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota;

-AND-

~~Lots 1 and 2, Block 1, and Outlot A, RAMSEY TOWN CENTER 3rd ADDITION, Anoka County, Minnesota;~~

-OR UPON RECORDING-

Lots 1-~~35~~, Block 1, COR TWO;

-AND-

Outlot A, COR TWO

(the “Subject Property”)

WHEREAS, on May 7th, 2012, the City of Ramsey received an application and sketch plan from Housing and Redevelopment Authority for a plat to be named COR ADDITION; and

WHEREAS, on June 7th, 2012 the Planning Commission reviewed the sketch plan and recommended that the Developer proceed to the preliminary plat stage; and

WHEREAS, on July 11th, 2012, the Developer submitted a preliminary plat for COR TWO to the City; and

WHEREAS, on August 2ND, 2012, the Planning Commission conducted a public hearing and recommended the City Council approve the preliminary plat COR TWO; and

WHEREAS, on August 28th, 2012, the City Council approved the preliminary plat for COR TWO; and

WHEREAS, on July 11th, 2012, the Applicant submitted a Final Plat for review; and

WHEREAS, on August 28th, 2012, the City Council approved the final plat for COR TWO; ~~and;~~

WHEREAS, on January 22nd, 2013, the Applicant submitted a revised final plat; and

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WHEREAS, on February 19th, 2013, the City Council approved the revised final plat.

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

That the Ramsey City Council hereby grants final plat approval of COR TWO in accordance with relevant City Codes, contingent upon compliance with City Staff Review Letter dated July 27, 2012, and the Applicant entering into a Development Agreement with the City.

The motion for the adoption of the foregoing resolution was duly seconded by Mayor Ramsey, and upon vote being taken thereon, the following voted in favor thereof:

~~Mayor Ramsey~~
~~Councilmember McGlone~~
~~Councilmember Elvig~~
~~Councilmember Strommen~~
~~Councilmember Tossey~~

and the following voted against the same:

~~None~~

and the following abstained:

~~None~~

and the following were absent:

~~Councilmember Backous~~
~~Councilmember Wise~~

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this ~~19th~~^{19th} day of ~~August~~^{February}, 201~~3~~².

Mayor

ATTEST:

City Clerk