

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIDGEPOINT**

This Agreement (hereinafter the “Agreement”) is dated as of this _____ day of _____, 2015 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **VILLAGE BANK**, 9298 Central Avenue NE, Blaine, MN 55434, a Minnesota Banking Corporation (the “**PERMITTEE**”).

WHEREAS, the **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).

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

WHEREAS, the Plat subdivides the Subject Property into Lot 1, Block 1, Lots 1-5, Block 2, Lot 1, Block 3, Outlots A, B, C, & D, RIDGEPOINT, Anoka County, Minnesota.

THEREFORE, in consideration of the mutual promises set forth below, **THE CITY AND THE PERMITTEE AGREE AS FOLLOWS**:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE’S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - 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.
 - c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE’S** execution of this Agreement. 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.
2. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.
3. Payment of Development Fee’s. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Stormwater Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.
4. Requirements for Building and Occupancy Permits.

- a. No building permit for any lot in the Plat shall be issued until: (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; c.) [deleted]; 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: (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 Improvements.
5. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then 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 30 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 30 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 Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This

Agreement 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 remedy 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 6 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 19 (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 18(d).

6. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- 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 Agreement. 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 Agreement 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 **PERMITTEE** shall cease work until there is compliance.
- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public 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. 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.
- f. Construction 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. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- g. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement 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.
- h. 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 Agreement for payment.

- i. Reimbursement to the CITY. The **PERMITTEE** agree 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.

- j. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

- k. 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:

VILLAGE BANK

Attn: Randy Diers, President

9298 Central Avenue NE

Blaine, MN 55434

TO THE CITY:

City of Ramsey

Attn: Community Development Director

7550 Sunwood Drive NW

Ramsey, MN 55303

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EXHIBIT A

Legal Description of the Subject Property

That part of lots 26 and 27 Auditors Subdivision No. 96 lying southeasterly of the following described line: Beginning at inter of shoreline of Mississippi River and a line parallel with and 75 feet southeasterly of southeasterly line of Lot 7 Dickensons Mississippi Estate, as measured easterly along southeasterly extension of northeasterly line of said Lot 7, then northeasterly along said parallel line 235 feet plus + or – to its intersection with southeasterly extension of northeasterly line of said lot 7, thence northwesterly along said southeasterly extension 75 feet to northeast corner of said lot 7, thence northeasterly along northeasterly extension of said southeasterly line 66 feet to northeasterly right of way line of Rivlyn Avenue, thence southeasterly along said right of way line to a point 500 feet southeasterly, as measured along said right of way line, of inter of said right of way line with southeasterly right of way line of Poplar Drive, now known as Tungsten Street NW, thence northeasterly parallel with said southeasterly right of way line to intersect with following described line, also known as Line “A”, commencing at the southeast corner of lot 13 said auditors subdivision, thence southwesterly along southwesterly extension of southeasterly line of said lot 13 260 feet to point of beginning of said line, thence easterly at an angle to northeast of 91 degrees 30 minutes 427.1 feet and there terminating, thence southeasterly along said line “A” to its point of termination, thence northeasterly deflecting to left 66 degrees 50 minutes, 49 feet, thence northeasterly deflecting to right 36 degrees 24 minutes 50.8 feet, thence easterly deflecting to right 13 degrees 50 minutes, 51 feet, thence northerly deflecting to left 74 degrees 4 minutes 168.1 feet, thence easterly deflection to right 90 degrees 26 minutes 99 feet thence northerly deflecting to left 89 degrees 25 minutes 163.1 feet to northerly line of said Lot 26 & there terminating and lying northwesterly of following described line, beginning at most northerly corner of lot 14 said auditors subdivision, thence southwesterly along northwesterly line of said lot 14 to most westerly corner thereof, thence southeasterly along southwesterly line of said lot 14 to intersect with a line parallel with & 150 feet northwesterly of, as measured at right angle, southwesterly, extension of southeasterly line of said lot 14, thence southwesterly along said parallel line 500 feet, thence southwesterly deflecting to right 45 degrees 900 feet + or – to shoreline of Mississippi River and there terminating except that part thereof lying southerly and westerly of Rivlyn Avenue, subject to easement of record, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2015 Park Dedication Fee applicable to the Plat is \$2,600 per residential unit. **PERMITTEE** must pay a Park Dedication Fee of Eighteen Thousand Two Hundred Dollars and No Cents ($\$2,600 \times 7 \text{ units} = \mathbf{\$18,200.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2015 Trail Development Fee applicable to the Plat is \$700 per residential unit. **PERMITTEE** must pay a Trail Development Fee of Four Thousand Nine Hundred Dollars and No Cents ($\$700 \times 7 \text{ units} = \mathbf{\$4,900.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. The 2015 Sanitary Sewer Trunk Fee applicable to the Plat is \$1,126 per residential unit. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of Seven Thousand Eight Hundred Eighty Two Dollars and No Cents ($\$1,126 \times 7 \text{ units} = \mathbf{\$7,882.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. The 2015 Water Trunk Fee applicable to the Plat is \$1,597 per residential unit. **PERMITTEE** must pay a Water Trunk Fee of Seven Thousand Eight Hundred Eighty Two Dollars and No Cents ($\$1,597 \times 7 \text{ units} = \mathbf{\$11,179.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Sanitary Sewer Lateral Benefit Fees. Not required.
6. Water Lateral Fees. Not required.
7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2015 Stormwater Management Fee \$459 per residential unit. **PERMITTEE** must pay a Stormwater Management Fee of Three Thousand Two Hundred Thirteen Dollars and No Cents ($\$459 \times 7 \text{ units} = \mathbf{\$3,213.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
8. Street Light Fee. Not required.
9. Street Light Operation and Maintenance Fee. Not required.

10. Development Fees for the Outlots. The **PERMITTEE** acknowledges that development fees are not being collected for any Outlots. The **PERMITTEE** acknowledges that development fees will be due upon development of Outlots at the rate in effect at the time the Plat is recorded.