

**CITY OF RAMSEY
DEVELOPMENT PERMIT FOR COR PARKVIEW ADDITION**

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 **PARKVIEW EAST, LLC**, 7533 Sunwood Dr NW, Suite 315, Ramsey, MN 55303, a Minnesota domestic limited liability company (the “**PERMITTEE**”).

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

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

WHEREAS, the Plat re-subdivides the Subject Property into Lot 1, Block 1, and Outlot A, COR PARKVIEW ADDITION, Anoka County, Minnesota.

THEREFORE, 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. The Plans. The term “Plans” as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, dated July 15, 2015 and Cole Architects dated August 10, 2015. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the Plans, among other things, confirm that the revisions requested in the **CITY** review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
3. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on and adjacent to the Subject Property in accordance with the specifications and location as shown on the Plans. The Required Improvements are as follows:

- a. Site grading
- b. Private storm sewer and appurtenances.
- c. Private sanitary sewer system
- d. Private watermains and appurtenances
- e. Private trunk and lateral storm drainage facilities
- f. Bituminous driveways, parking lots, and maneuvering areas.
- g. Public and private sidewalks
- h. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces.
- i. Installation of
- j. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
- k. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
- l. Establishment of turf in areas disturbed during construction and in accordance with the Plat.
- m. 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 the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Required Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 below. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Required Improvements.

4. Additional Requirements Related to Certain Required Improvements. The **PERMITTEE** agrees to construct the Required Improvements according to the terms and conditions of this Agreement and in accordance with the Plans. The final construction plans for the Required Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction on the Required Improvements. The **PERMITTEE** shall be required to commence a pre-construction meeting held at the **CITY** offices. The **PERMITTEE** shall be responsible for contacting all utilities listed above and prepare the agenda for the pre-construction meeting. Work within existing rights of way and roadways must be completed under traffic, be brought back up to grade, and must be restored to existing conditions within 24 hours.
5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Required Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Required Improvements and their timely completion. The financial guarantee must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or cash escrow. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of Six Hundred Eight Thousand Six Hundred Seventy Four Dollars and No Cents (**\$608,674.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Required Improvements ($\$486,940 \times 1.25$). Upon completion of Required 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. The accepted engineer's estimate is attached as Exhibit C hereto. Partial releases of the Letter of Credit are not permitted without approval of the City Council.
7. Inspection Fees for the Required Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Required Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of Twenty Four Thousand Three Hundred Forty Seven Dollars and No Cents (**\$24,347.00**), which amount is 5% of the City Engineer's estimated cost of the Required Improvements ($\$486,940 \times .05$). 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 Required Improvements, acceptance by the **CITY**, and supported by appropriate lien waivers. The accepted engineer's estimate is attached as Exhibit C hereto.
8. Installation of the Required Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Required 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 Required Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Required Improvements.
9. Time of Performance for the Required Improvements. The **PERMITTEE** must complete the Required Improvements within one (1) year after the recording of the Plat. The Final Plat must be recorded within two (2) years of approval by the City Council.
10. Required Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Required Improvements. The license shall expire after the **CITY** accepts ownership of Required Improvements.

11. Warranty for Required Improvements. The **PERMITTEE** shall provide a one year warranty in the form of a maintenance bond in the amount of 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or cash escrow.
12. Required Improvements to Outlots. The **PERMITTEE** acknowledges that Required Improvements are not being required for proposed Outlots, but will be required upon development of said Outlots.
13. Required Improvements. The **PERMITTEE** shall construct and install the following site improvements on and adjacent to the Subject Property in accordance with the specifications and location as shown on the Plans. The Required Improvements are as follows:
 - a. Site grading
 - b. Private storm sewer and appurtenances.
 - c. Private sanitary sewer system
 - d. Private watermains and appurtenances
 - e. Private trunk and lateral storm drainage facilities
 - f. Bituminous driveways, parking lots, and maneuvering areas.
 - g. Public and private sidewalks
 - h. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces.
 - i. Installation of
 - j. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
 - k. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
 - l. Establishment of turf in areas disturbed during construction and in accordance with the Plat.
 - m. Temporary and permanent erosion control("Required Improvements").
14. Street Cleaning and Clean Up. After the street surfacing that is a part of the Required 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 improvements. It shall be the **PERMITTEE'S** responsibility to pay the reasonable costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

15. 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; c.) the financial guaranty described in Section 6 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 Required Improvements.

16. **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).

17. 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. 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 Friday 7:00 a.m. to 8:00 p.m. The **CITY** must approve any work on Saturday and is limited to the hours of 7:00 a.m. to 10:00 p.m. The **PERMITTEE** agrees that no staging or parking shall be allowed on East Ramsey Parkway without prior approval by the **CITY**. The **PERMITTEE** agrees that no parking on East Ramsey Parkway shall occur on any Thursday during The Draw Summer Event Series. The **PERMITTEE** agrees that no parking shall be allowed on East Ramsey Parkway during any scheduled **CITY** event. 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. 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.

- h. 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.
- i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** reasonable 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.
- j. Reimbursement to the CITY. The **PERMITTEE** agree to reimburse the **CITY** for all reasonable 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.
- k. 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.
- l. 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:

PARKVIEW EAST, LLC

Attn: Matt Kuker, Chief Operating Officer

7533 Sunwood Dr NW, Suite 315

Ramsey, MN 55303

TO THE CITY:

City of Ramsey

Attn: Community Development Director

7550 Sunwood Drive NW

EXHIBIT A

Legal Description of the Subject Property

Outlot A, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1 and Outlot A, COR PARKVIEW ADDITION, Anoka County, Minnesota

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EXHIBIT B

Fees Payable to the City

Not included. Development Fees are being collected as part of the Development Agreement by and between the CITY and PSD, LLC.

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Exhibit C
Engineer's Estimate

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PSD - PARKVIEW EAST APARTMENTS - INFRASTRUCTURE ESTIMATE - PRIVATE

CITY OF RAMSEY, MN
 BMI #R16.109475

DATE: 9/17/2015

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL QUANTITY	TOTAL COST
PRIVATE IMPROVEMENTS - PARKING LOT & SIDEWALK					
1	COMMON EXCAVATION	CU YD	\$5.00	2000	\$10,000.00
2	AGGREGATE BASE CLASS 5 (CV)	CU YD	\$25.00	3500	\$87,500.00
3	TYPE SP 9.5 WEARING COURSE (2,B) (SPWEA240B) (2360)	TON	\$75.00	925	\$69,375.00
4	TYPE SP 12.5 NON-WEARING COURSE (2,B) (SPNWB230B) (2360)	TON	\$70.00	1230	\$86,100.00
5	5" CONCRETE WALK	SQ YD	\$49.00	260	\$12,740.00
6	CONCRETE CURB & GUTTER	LIN FT	\$14.00	2240	\$31,360.00
7	SOD	SQ YD	\$5.00	2500	\$12,500.00
TOTAL PRIVATE PARKING LOT & SIDEWALK COST:					\$309,575.00
STORM SEWER					
1	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$28.00	745	\$20,860.00
2	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$30.00	182	\$5,460.00
3	18" RC PIPE SEWER DES 3006 CL V	LIN FT	\$32.00	265	\$8,480.00
4	24" RC PIPE SEWER DES 3006 CL III	LIN FT	\$38.00	37	\$1,406.00
5	CONNECT TO EXISTING STORM SEWER	EACH	\$1,000.00	1	\$1,000.00
6	HDS DOWNSTREAM DEFENDER	LUMP SUM	\$20,000.00	1	\$20,000.00
7	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	\$300.00	2.98	\$894.00
8	CONSTRUCT DRAINAGE STRUCTURE 2'X3'	LIN FT	\$300.00	9.69	\$2,907.00
9	CONSTRUCT DRAINAGE STRUCTURE 48" DESIGN 4022	LIN FT	\$300.00	45.39	\$13,617.00
10	CONSTRUCT DRAINAGE STRUCTURE 60" DESIGN 4022	LIN FT	\$500.00	5.75	\$2,875.00
11	CASTING ASSEMBLY	EACH	\$550.00	14	\$7,700.00
TOTAL STORM SEWER COST:					\$85,199.00
WATERMAIN & SANITARY SEWER - PRIVATE					
1	PIPE FITTINGS	POUND	\$8.00	300	\$2,400.00
2	4" GATE VALVE & BOX	EACH	\$1,250.00	1	\$1,250.00
3	6" GATE VALVE & BOX	EACH	\$1,500.00	2	\$3,000.00
4	8" GATE VALVE & BOX	EACH	\$1,750.00	2	\$3,500.00
5	CONNECT TO EXISTING WATER MAIN	EACH	\$800.00	1	\$800.00
6	HYDRANT	EACH	\$4,000.00	1	\$4,000.00
7	4" DIP CL 52 WATERMAIN	LIN FT	\$28.00	18	\$504.00
8	6" DIP CL 52 WATERMAIN	LIN FT	\$28.00	68	\$1,904.00
9	8" DIP CL 52 WATERMAIN	LIN FT	\$32.00	570	\$18,240.00
10	4" WATERMAIN INSULATION	SQ YD	\$50.00	15	\$750.00
11	10" PVC SANITARY SEWER SDR 26	LIN FT	\$45.00	562	\$25,290.00
12	48" SANITARY MANHOLE	LIN FT	\$350.00	23.79	\$8,326.50
13	CASTING ASSEMBLY	EACH	\$550.00	2	\$1,100.00
TOTAL WATERMAIN & SANITARY SEWER - PRIVATE COST:					\$71,064.50
TOTAL ESTIMATED CONSTRUCTION COST:					\$465,838.50