

Riverstone Developer Agreement

Sect 7 – Stage I Improvement Financial Guarantee

Stage I 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 (\$____.00), which amount is 125% of 20% ((\$____ x .20) x 1.25) of the grading work and 125% (\$____ x 1.25) of noise mitigation improvements and 125% (\$____ x 1.25) the remaining **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.

Please note that noise mitigation has also been listed separately to ease in identifying warranty responsibilities in Section 15.

Sect 8 – *It is understood that the LOC can be reduced from “time to time” throughout the project as Stage I Improvements progress.*

Sect 15 - Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of \$____.00 (____ x .25), which is 25% of the cost of the Stage I and Stage II Improvements **less noise mitigation 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 PERMITTEE shall provide a two-year warranty in the amount of \$____.00 (____ x .25), which is 25% of the cost of noise mitigation improvements. Said warranty shall commence upon installation and acceptance of the noise mitigation improvements.** The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

Sect 18 - 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**; e.) **the PERMITTEE shall receive four (4) model home permits during construction of Stage I Improvements** and
- b. *It is understood that in the event that the Puma Street lift station is not complete that CO will be granted to lots not dependent on the Puma Street lift station.*

Sect 20 – Miscellaneous

m. The Plat is providing a _____ foot berm and extensive landscaping along Trunk Highway 10. A berm and extensive landscaping will be installed according to the approved plans.

It is understood that Tim will help acquire the letter requested from the MPCA

n. *Tim will update this section to refer to Puma Street 1B Improvements*

Exhibit C –

This exhibit should be understood as a ‘stand-alone’ document. Currently it does not.

THEREFORE, THE CITY AND THE PERMITTEE AGREE AS FOLLOWS:

1. Phase 1 Park Dedication and Trail Development Fee Obligation. The PERMITTEE is responsible for a total Park Dedication and Trail Development Fee obligation of **\$183,600.00**, as defined in Exhibit B, #1 and #2.
2. Pearson Park Requirements. The PERMITTEE shall construct Pearson Park per Item 4.b above and the Plans. The total cost of Pearson Park shall be at least \$275,300.00.

Nature Based Play	\$100,000.00
Landscaping, Irrigation (with H2O feature for play)	\$100,000.00
Pavilion	\$50,000.00
Drinking Fountain and mister w/ pet attachment	\$8,000.00
On-street pedestrian safety treatments (50% park Dedication/ 50% developer)	\$5,000.00
Parking	\$4,620.00
Benches (4)	\$7,680.00
	\$275,300.00

3. Lake Itasca Greenway Requirements. The PERMITTEE shall construct Lake Itasca Greenway in future phases per Item 4.a above and the Plans. The total cost of Lake Itasca Greenway shall be at least **\$182,235**.

100% Park Dedication Cash Credit for that square footage area necessary for the trail (7' foot on either side of the centerline of the 10' foot bituminous trail(s). This credit is at \$1.74 per square foot.	\$24,635
Landscaping	\$37,500
Actual construction costs at \$50 per lineal foot, plus actual cost for other necessary costs, limited to retaining walls (the \$50 per foot includes ancillary costs).	\$83,375
Retaining Wall	\$27,125
Five (5) benches on slabs	\$9,600
	\$182,235

4. Park Dedication and Trail Development Fee Credit for Pearson Park. The **PERMITTEE** shall be credited an amount not to exceed \$275,300.00 **for improvements to Pearson Park**. The remaining credit in the amount of \$91,700.00 will be credited towards future phases of the Plat (**\$275,300 - \$183,600 from #1 above**).
5. Pearson Park 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 **(\$275,300)**, which amount is ~~125%~~ **100%** of the City Engineer's estimated cost of the Pearson park Improvements ($\$275,300 \times 1.00$). Upon completion of Pearson Park 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.
6. Pearson Park Inspection Fee. The **PERMITTEE** shall provide an inspection fee to the CITY to inspect the Pearson Park Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **(\$6,883.00)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements ($\$275,300 \times .025$).
The inspection fee very high, we would like to see a decrease by 2.5% of this amount.
- ~~7. Warranty for Pearson Park Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **\$68,825.00** ($\$275,300 \times .25$), which is 25% of the cost of the Pearson Park 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 a cash escrow.
The Improvements will be warranted by the vendor.~~