

**CITY OF RAMSEY**  
**DEVELOPMENT AGREEMENT FOR ESTATES OF SILVER OAKS 2<sup>ND</sup> ADDITION**

This Agreement (hereinafter the “Agreement”) is dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and You Wish You Had This Land, L.L.C., 2520 Coon Rapids Blvd, Suite 100, Coon Rapids, MN 55433, (the “**DEVELOPER**”).

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

**WHEREAS**, the **DEVELOPER** received approval from the **CITY** to subdivide the Subject Property and plat the same as LAVERN ESTATES (the “Plat”).

**WHEREAS**, the Plat subdivides the Subject Property into Lots 1-2, Block 1 (inclusive), LAVERN ESTATES, Anoka County, Minnesota.

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

1. Conditions of Approval. The **CITY** approved the Plat subject to satisfaction of the following conditions subsequent:
  - a. The DEVELOPER’S Execution of this Agreement. That the **DEVELOPER** enter into this Agreement.
  - b. Marketable Title. That prior to recording the Plat, the **DEVELOPER** 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.
2. The Plans. The term “Plans” as used in this Agreement means the Final Plat and Plans prepared by Carson McCain and dated July 6, 2017, revised \_\_\_\_\_ . The Plans remain subject to: (a) **CITY** Staff’s review and approval of the revisions to, among other things, confirm that the revisions requested in the **CITY** Staff’s \_\_\_\_\_, 2017 review letter have been made; and (b) such further revisions as the **DEVELOPER** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
3. Stage I Improvements. The improvements, as stated in City Code Section 117-615 (b) (1), the **DEVELOPER** is required to construct or install are as follows (unless otherwise noted):
  - a. Trunk and lateral sanitary sewer (not required)
  - b. Trunk and lateral water main (not required)
  - c. Storm drainage facilities (not required)

- d. Stormwater maintenance through ninety percent (90%) buildout (not required)
- e. Streets (not required)
- f. Concrete curb and gutter (not required)
- g. Street traffic control signals (not required)
- h. Lot grading (not required)
- i. Trail development (not required)
- j. Sidewalks (not required)
- k. Electricity (within one-fourth mile) (not required)
- l. Phone (within one-fourth mile) (not required)
- m. Natural gas (within one-fourth mile) (not required)
- n. Boulevard sodding (not required)
- o. Water shut off boxes (not required)
- p. Easement acquisition
- q. As-built plans (not required)
- r. Stage I financial surety (not required)

(the “Stage I Improvements”).

The **DEVELOPER** agrees to construct the Stage I 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 **DEVELOPER** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I 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 Section 6 below until said as-built plans are provided to the **CITY**. Additionally, the **DEVELOPER** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

- 4. Additional Requirements Related to Certain Stage I Improvements. *This paragraph intentionally deleted.*
- 5. Lot Corner Staking. The **DEVELOPER** must install lot corner stakes at all lot corners.
- 6. Stage I Improvement Financial Guarantee. *This paragraph intentionally deleted.*
- 7. Inspection Fees for the Stage I Improvements. *This paragraph intentionally deleted.*
- 8. Installation of the Stage I Improvements. *This paragraph intentionally deleted.*
- 9. Time of Performance for the Stage I Improvements. *This paragraph intentionally deleted.*

10. Ownership of the Stage I Improvements. *This paragraph intentionally deleted.*
11. Stage I Improvements License. *This paragraph intentionally deleted.*
12. Stage II CITY Improvements. The future improvements the **DEVELOPER** must construct or install are as follows:
  - a. Street striping and signing (not required)
  - b. Seal coating (not required)
  - c. Street lights (not required)
  - d. Inspections (not required)
  - e. Installation of survey monumentation.
  - f. Stage II cash deposit (not required)

(the “Stage II Improvements”). The **DEVELOPER** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

**DEVELOPER** must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **DEVELOPER** shall provide the **CITY** with a set of re-producible as-built plans CAD format upon completion of the Stage II Improvements and acceptance by the **CITY**. Additionally, the **DEVELOPER** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Stage I and Stage II Improvements to Outlots. *This paragraph intentionally deleted.*
14. Financial Guaranty for Stage II Improvements. *This paragraph intentionally deleted.*
15. Warranty for Stage I and Stage II Improvements. *This paragraph intentionally deleted.*
16. Street Cleaning and Clean Up. *This paragraph intentionally deleted.*
17. Payment of Development Fee’s. The **DEVELOPER** 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.
18. Requirements for Building and Occupancy Permits.
  - a. No building permit for any lot in the Plat shall be issued until the **DEVELOPER** 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) provided the financial guaranty described in Section 6 to the **CITY**; and d) obtained all necessary permits from the Lower Rum River Watershed Management Organization, the Anoka County Soil Conservation District, and any other agencies, and has provided a copy of each such permit to the **CITY**.

- b. No occupancy permit for any lot in the Plat shall be issued until the **DEVELOPER** 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 Agreement requires to serve the lot and such utilities and storm water facilities are in place, 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.

19. **DEVELOPER Defaults.** If the **DEVELOPER** defaults in the performance of one or more of the **DEVELOPER'S** obligations under this Contract, i) the **CITY** gives the **DEVELOPER** thirty (30) days written notice of the default and ii) the **DEVELOPER** fails to cure the default within said thirty (30) days, 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 **DEVELOPER'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **DEVELOPER'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

**DEVELOPER** as promptly as possible that the **CITY** is undertaking to perform the **DEVELOPER'S** obligation or obligations. If the **CITY** performs one or more obligations of the **DEVELOPER**, the **DEVELOPER** 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 **DEVELOPER**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** Property. As an alternative to seeking recovery from the **DEVELOPER** or the financial guaranty, the **CITY** may levy special assessments against the **Subject** Property in accordance with Minnesota Statutes Section 429, and the **DEVELOPER**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **DEVELOPER** 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 **DEVELOPER** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **DEVELOPER** 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 **DEVELOPER** 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).

20. 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 **DEVELOPER** 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 **DEVELOPER'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 **DEVELOPER** 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 **DEVELOPER** does comply. Upon the **CITY'S** demand **DEVELOPER** shall cease work until there is compliance.
- d. Mailbox Locations. If the **DEVELOPER** desires to construct mailboxes within the public right of way, the **DEVELOPER** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary. Mailboxes shall not be located within the bulb of cul-de-sacs.
- e. Boulevard and Wetland Restoration. The **DEVELOPER** 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 **DEVELOPER** 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. (Saturdays require 72-hour notice to the **CITY**). The **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. The **DEVELOPER** 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 a 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 **DEVELOPER** 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.
- 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 that 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 DEVELOPER:**

Joshua Peterson  
You Wish You Had This  
Land L.L.C.  
2520 Coor Rapids Blvd Suite 100  
Coon Rapids, MN 55433

**TO THE CITY:**

City of Ramsey  
Attn: Community Development Director

7550 Sunwood Drive NW Ramsey,  
MN 55303

- m. Shared Access Easement.

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DRAFT



**THE CITY:**

CITY OF RAMSEY

By: \_\_\_\_\_ Its:  
Mayor

By: \_\_\_\_\_  
Its: City Administrator

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF ANOKA            )

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

\_\_\_\_\_  
Notary Public

**This document drafted by:**

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**This document reviewed by:**

Ratwik, Roszak & Maloney, P.A.  
730 Second Ave. S., Suite 300  
Minneapolis, MN 55402

## EXHIBIT A

### Legal Description of the Subject Property

Parcel A:

The Norwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the following described tracts:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 517.8 feet; thence East along a line parallel to the South Line of said Northwest Quarter of the Southwest Quarter a distance of 237 feet; thence South along a line parallel to the west line of said Northwest Quarter of the Southwest Quarter a distance of 517.8 and to the South line of said Northwest Quarter of the Southwest Quarter; thence West along said South line of said Northwest Quarter of the Southwest Quarter to the point of commencement and there to terminate.

And EXCEPT the East 200 feet of the West 437 feet of the South 217.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, as measured along the South and West lines of said Northwest Quarter of the Southwest Quarter.

And EXCEPT the East 200 feet of the West 637 feet of the South 217.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 32 as measured along the South and West lines of said Northwest Quarter of the Southwest Quarter.

-or upon recording-

Lots 1-2, Block 1 (inclusive), LAVERN ESTATES, Anoka County, Minnesota.

## EXHIBIT B

### Fees Payable to the City

1. Park Dedication. The **DEVELOPER** is responsible for satisfying applicable Park Dedication requirements. The 2017 Park Dedication Fee applicable to the Plat is \$2,800 per residential unit. **DEVELOPER** must pay a Park Dedication Fee of Two Thousand Eight Hundred Dollars and No Cents ( $\$2,800 \times 1 \text{ units} = \mathbf{\$2,800}$ ). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **DEVELOPER** is responsible for satisfying applicable Trail Development Fee requirements. The 2017 Trail Development Fee applicable to the Plat is \$800 per residential unit. **DEVELOPER** must pay a Trail Development Fee of Eight Hundred Dollars and No Cents ( $\$800 \times 1 \text{ units} = \mathbf{\$800.00}$ ). The **DEVELOPER** 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 **DEVELOPER** not responsible for Sanitary Sewer Connection (Trunk) Fees.
4. Water Connection (Trunk) Fees. The **DEVELOPER** is not responsible for Water Connection (Trunk) Fees.
5. Sanitary Sewer Lateral Benefit Fees. The **DEVELOPER** is not responsible for satisfying Sanitary Sewer Lateral Benefit Fees.
6. Water Lateral Benefit Fees. The **DEVELOPER** is not responsible for satisfying Water Lateral Benefit Fees.
7. Stormwater Management Fee. The **DEVELOPER** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2017 Stormwater Management Fee is \$473 per residential unit. The **DEVELOPER** must pay a Stormwater Management Fee of Four Hundred Seventy Three Dollars and No Cents ( $\$473 \times 1 \text{ units} = \mathbf{\$473.00}$ ). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
8. Street Light Operation and Maintenance Fee. The **DEVELOPER** not responsible for Street Light Operation and Maintenance Fee.