

ALPACA ESTATES 4TH ADDITION
DEVELOPMENT AGREEMENT
CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

293977

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation of the State of Minnesota (the "**CITY**"), and **ALPACA ESTATES**, a Minnesota Partnership, whose address is 7807 142nd Avenue N.W., Ramsey, MN 55303, (the "**DEVELOPER**").

WITNESSETH:

WHEREAS, the **DEVELOPER** is the fee owner of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lots 1, 2, 3, 4, 5, 6 and 7, Block 1; Lots 1, 2, 3 and 4, Block 2; Outlot A; Alpaca Estates 4th Addition, Anoka County, Minnesota
("Subject Property"); and

WHEREAS, on October 8, 1996, pursuant to Resolution No. 96-10-304, the **CITY** has approved the final plat of the Subject Property, which plat is known as **ALPACA ESTATES 4TH ADDITION** (the "**Plat**"), which approval is contingent on certain requirements, including **DEVELOPER** and **CITY** entering into this Agreement; and

WHEREAS, no expenditure of **CITY** funds will be made until the City Code escrow requirements have been completed by **DEVELOPER**; and

WHEREAS, City Code Section 9.50.50 defines "Stage I" Improvements and "Stage II" Improvements, which respective definitions are used herein when reference is made to "Stage I" and "Stage II" Improvements.

NOW, THEREFORE, the **CITY** and **DEVELOPER** agree as follows:

I.

STAGE I IMPROVEMENTS AND FINANCIAL GUARANTEES:

1. **City Code Compliance.** The **DEVELOPER** will develop the Plat in accordance with City Code, Section 9.50, entitled "Subdivision".

2. **Conformance With Plan.** The Plat shall be developed pursuant to the final plat consisting of one (1) sheet prepared by Caine & Associates Land Surveyors, Inc., entitled "Alpaca Estates 4th Addition".
3. **Incorporation of All City Code Requirements.** That the recitals above and the provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the CITY, as amended to date hereof, are incorporated herein by reference.
4. **Stage I Improvements Required.** The DEVELOPER agrees to construct the required Stage I Improvements according to the terms and conditions of this contract and in accordance with the DEVELOPER'S plans submitted to the CITY. Said plans shall be in general conformance with the Preliminary Plat for the Plat prepared by Caine & Associates and dated August 22, 1996. The final construction plans for streets shall be submitted to the City Engineer for review and approval prior to construction. The DEVELOPER shall also be responsible, at its expense, for installation of gas, telephone, and electric utility improvements. Street lights are the responsibility of the DEVELOPER, however, the CITY will arrange for their installation as a Stage II Improvement. The DEVELOPER shall be responsible for completing the rough grading and providing lot corner stakes prior to the installation of underground utilities.

The Stage I Improvements to be constructed are as follows: the westerly extension of Riverdale Drive N.W. from its current terminus in Alpaca Estates to Llama Street N.W. and Llama Street N.W. from Riverdale Drive N.W. north to T.H. #10.

5. **Boulevard and Area Restoration.** The DEVELOPER shall be responsible for the cost of establishing seed or sod 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.
6. **Requirements After Street Surfacing.** The DEVELOPER shall clear any soil, earth or debris from streets and from the lots within the Plat resulting from any construction on the Subject Property by the DEVELOPER or their successors and assigns.
7. **Developer's Financial Guarantee.** The DEVELOPER agrees and understands that the CITY has the right, privilege and authority pursuant to Minnesota Statutes Chapter 462.358 and as amended as a condition precedent to the approval of the plans and specifications and approval of a final plat, to prescribe requirements and the extent to which, and the manner in which the streets are to be graded or improved, and that the

DEVELOPER shall provide a financial guarantee to the **CITY** to provide for the actual construction and installation of the required Stage I Improvements and all other obligations of **DEVELOPER** provided for herein within a period specified by the City Council.

The **DEVELOPER** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The financial guarantee shall be in the amount of One Hundred Twenty Thousand Dollars and no cents (\$120,000.00), which amount is 125% of the City Engineer's estimated cost of the Stage I Improvements. The financial guarantee required by this paragraph shall be in the form of cash or a Letter of Credit, approved as to form by the **CITY**. The financial guarantee required by this paragraph shall be deposited with the **CITY** at the time of execution of this contract. Upon total completion of Stage I Improvements and payment of all outstanding escrow account balances, and acceptance by the **CITY**, supported by lien waiver, the **DEVELOPER** can request (in writing) a total reduction in the amount of the Letter of Credit upon providing a maintenance guarantee.

8. **Stage I Improvement Maintenance Financial Guarantee.** In addition to the financial guarantee required by Paragraph 7 above, the **DEVELOPER** shall also post a Stage I Improvement maintenance guarantee with the **CITY**. Said maintenance guarantee shall be deposited with the **CITY** at the time Stage I Improvements are accepted by the **CITY** and prior to release by the **CITY** of the financial guarantee required by Paragraph 7 above. The \$10,000 maintenance guarantee shall be held by the **CITY** for a one (1) year period from the date of its deposit. This financial guarantee is for the purpose of ensuring that the Stage I Improvements have been constructed in accordance with City standards and may be called upon at the **CITY'S** discretion during said (1) year period if the **CITY** determines it necessary to repair and/or replace any of the Stage I Improvements. Said financial guarantee shall be in the form of a letter of credit, approved as to form by the **CITY**.
9. **Estimated Costs.** It is understood and agreed that construction cost amounts set forth in this Agreement as Stage I and Stage II Improvements, unless specified as fixed amounts, are estimated. The **DEVELOPER** agrees to pay the entire cost of said improvements including interest, fiscal engineering and legal charges.
10. **Date For Supplying Financial Guarantee.** The **DEVELOPER** agrees to supply the financial guarantee as described above to the **CITY** prior to the **CITY** releasing the Plat for recording.

11. **Stage I Improvement Completion Date.** The Improvement completion date shall be on or before July 30, 1997.

II.

STAGE II IMPROVEMENTS AND COSTS:

12. **Street/Traffic Signs, Street Lights, Street Cleaning, Seal Coating and Topographies.** The CITY will install or provide for in the Plat, as Stage II Improvements, street/traffic signs, sealcoating and street lights. The DEVELOPER will pay to the CITY as amount equal to 100% of the City Engineer's estimated construction cost of the items prior to recording of the final Plat. The DEVELOPER shall also deposit an amount that is determined by the CITY to be adequate to aid in the operation and maintenance of street lights in locations determined by the City Engineer and installed by Anoka Electric Cooperative for the first three (3) years. The CITY will bill occupants of the Plat at least quarterly for street light maintenance and operation costs. The cost of these items is:

Street cleaning	\$300.00
Sealcoating	\$9,000.00
Two (2) Traffic Signs	\$240.00
Two (2) Street Signs	\$240.00
One (1) Street lights	\$500.00
Street light maintenance & Operation (3 years)	\$270.00
TOTAL	\$10,550.00

III.

PERMITS, OCCUPANCY AND PROPERTY VALUES:

13. **Requirements for Building Permits.** No building permit for any lot in the Plat shall be issued until: (a) site plan approval is granted by the CITY and any additional expense incurred in giving site plan approval has been reimbursed to the CITY; (b) a Certificate of Survey, including that information required by the CITY, has been supplied to the City Building Official; and (c) all the financial guarantees required by the CITY have been satisfied.

**IV.
PARK DEDICATION:**

14. **Cash and Land Contribution.** The Plat is in the Mississippi Park District. Park dedication shall be satisfied with land for trail corridor on the east boundary of Outlot A and a cash contribution. City Code requires that park dedication shall be based on 5% of fair market value. Park Dedication for the Plat shall be \$21,781.00 (25 acres x \$17,425.00 per acre x 5%). The cash contribution due shall be credited in the amount of One Thousand Two Hundred Dollars (\$1,200.00) (.12 acres x \$10,000/acre) for trail corridor. The net cash payment due to the CITY for park dedication is \$20,581.00.

**V.
GENERAL:**

15. **Construction Site Maintenance.** The DEVELOPER shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
16. **Plat Approval Expenses.** The DEVELOPER agrees that it will pay to the CITY all CITY expenses incurred in the approval of the Plat, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the CITY and outstanding billings shall be paid prior to recording of the Final Plat. Any 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.
17. **Reimbursement to the City.** The DEVELOPER agrees to cooperate with the CITY for all costs, including engineering and attorney fees, incurred by the CITY in defense or enforcement of this Agreement, with the exception of any litigation costs in which the CITY and the DEVELOPER are adverse parties with respect to this Agreement.
18. **Execution of Agreement.** The DEVELOPER shall submit to the CITY a tax status confirmation from the Anoka County Auditor's office. All real property taxes and special assessments against the subject property shall be in a current status prior to execution of this Agreement.

19. **Marketable Title.** Prior to recording of the Final Plat, the **DEVELOPER** shall provide the **CITY** proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
20. **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.
21. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.
22. **Proof of Authority.** When the **DEVELOPER** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Agreement. This proof of authority could be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
23. **Recording of This Agreement.** The **DEVELOPER** agrees that this Development Agreement shall be recorded in the office of the Anoka County Recorder and agrees that the terms and provisions of this Agreement shall run with the land and shall bind the **DEVELOPER**, his/her successors and assigns.
24. **Violation of This Agreement.** If the **DEVELOPER** fails to perform any of the terms of this Agreement in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **DEVELOPER** or the issuer of **DEVELOPER'S** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the **DEVELOPER** shall also be grounds for denial of Building Permits for buildings in the Plat.

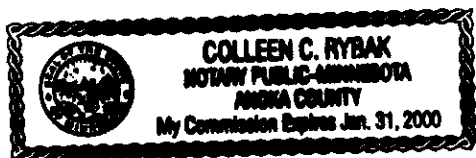
IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this 12th day of March, 1997.

ALPACA ESTATES

By: Haakon I. Jarnes
As: Haakon I. Jarnes
General Partner

STATE OF MINNESOTA)
COUNTY OF Anoka) ss.

The foregoing was acknowledged before me this 12th day of March, 1997 by Haakon I. Jarnes, the General Partner of Alpaca Estates, Minnesota General Partnership, on behalf of the corporation and the partnership.



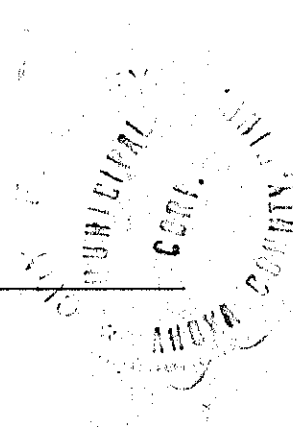
Colleen C. Rybak
Notary Public

CITY OF RAMSEY:

Thomas Gamec
Mayor

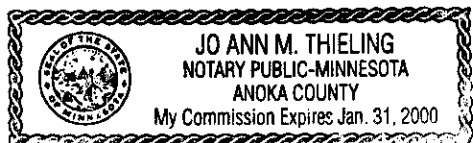
ATTEST:

R. Schroeder
City Administrator



STATE OF MINNESOTA)
COUNTY OF ANOKA) ss.

On the 14th day of January, 1997, before me a Notary Public personally appeared Thomas Gamec and Ryan R. Schroeder, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Thomas Gamec and Ryan R. Schroeder acknowledge said instrument to be the free act and deed of said municipal corporation.



Jo Ann M. Thieling
Notary Public

This document drafted by:
The City of Ramsey
15153 Nowthen Blvd. N.W.
Ramsey, Minnesota

TORRENS

Receipt # <u>17705/19.50</u>	<input type="checkbox"/> Certified Copy
Date/Time: <u>3/14/97 11:00</u>	<input type="checkbox"/> Tax Liens/Releases
Doc. Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Co. Doc. Tax Paid
Checked by: <u>Jag</u> Filing Fees: <u>19.50</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Delinquents _____ Pina _____	<input type="checkbox"/> Division <input type="checkbox"/> GAC
From Cert. # <u>61164 A</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
# of New Certs.: <u>0</u> Typed _____ Comp. Entry _____	
Comp. check _____ Tract Updated: <u>1</u> Comp. Complete _____	
<p>193 PG 204 NO 61164</p>	

DOCUMENT NO. 293977.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON **MAR 14 97**
 AT **5:00 PM** AND WAS DULY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF **\$19.50** PAID.

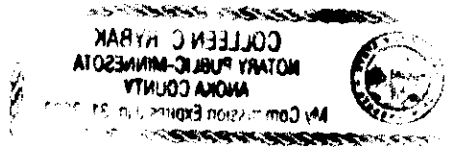
RECEIPT NO. 97017705

EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

EIC

BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES



293977.0 TORRENS
 RAMSEY CITY OF
 ATTN LINDA MEYER
 15153 NOWTHEN BLVD NW
 ANOKA, MN 55303