

CITY OF RAMSEY
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
RUM RIVER PRAIRIE

This Agreement (hereinafter referred to as the “Amended Development Agreement”) is dated as of this ____ day of _____, 2020 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **Rum River Prairie, LLC**, a Limited Liability Company (Domestic), under the laws of State of Minnesota (the “**PERMITTEE**”).

Recitals

- A. The **CITY** and **PERMITTEE** are party to a development agreement dated June 12, 2018 (the “Original Development Agreement”).
- B. The Original Development Agreement required the **PERMITTEE** to install a public trail between Lot 5 & 6, Block 1, COVENANT MEADOWS (the “Trail”).
- C. The **PERMITTEE** desires to defer the construction of the Trail until such time it connects to the future Trott Brook Trail yet to be constructed.
- D. The **CITY** agrees to this deferral provided that the **PERMITTEE** makes a payment for the estimated cost in today’s construction dollars (\$10,000) to be used for the construction of the Trail at a future date.

Agreement

- 1. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
- 2. Section 4 of Original Development Agreement Amended. Section 4 of the Original Development Agreement is amended as follows (deletions indicated as ~~strikethrough~~ text, additions indicated as underlined text).

4. Stage I Improvements. The improvements, as stated in City Code Section 117-615 (b) (1), the PERMITTEE 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
- d. Stormwater maintenance through ninety percent (90%) buildout
- e. Streets
- f. Concrete curb and gutter (not required)
- g. Street traffic control signals (not required)
- h. Lot grading (per building permit with stockpiling as shown on site grading plan)
- ~~i. Trail development~~
- j. Sidewalks (not required)
- k. Electricity (within one-fourth mile)
- l. Phone (within one-fourth mile)
- m. Natural gas (within one-fourth mile)
- n. Boulevard seeding.
- o. Water shut off boxes (not applicable)
- p. Landscaping (installed at time of building permit)

In lieu of construction of the Trail between Lots 5 and 6, Block 1, COVENANT MEADOWS, the PERMITTEE shall remit payment in the amount of \$13,500.00 to be used for the future construction of the Trail.

(the “Stage I Improvements”).

3. Exhibit B (Development Fees). Exhibit B of the Original Development Agreement is amended and restated to delete Section 3 (Trail Credit). Trail Credits was to be provided for improvements not on the Subject Property. Since the PERMITTEE is not constructing the trail, the PERMITTEE is not eligible for trail credit.

4. No Other Changes. Except as herein modified, all other terms and conditions of the Original Development Agreement shall remain in force and effect, and all Exhibits will remain as originally affixed to the Original Development Agreement.

Signature and Notary Page to Follow.

