

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR WIRZ ADDITION**

This Agreement (hereinafter the “Agreement”) is dated as of this _____ day of _____, 2021 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “CITY”) and **CYNTHIA M. WIRZ** (“DEVELOPER”).

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:

That part of the SW ¼ of the SW ¼ of Section 24 Township 32 Range 25 described as follows: Commencing at the SW corner of said Section 24, thence north along west line of said Section 217.8 feet, thence east and parallel with south line of said Section 200 feet to the point of beginning, thence continue east parallel with said south line 200 feet, thence north and parallel with said west line 217.8 feet, thence west and parallel with said south line 200 feet, thence south 217.8 feet to point of beginning, subject to road and easements of record.

-or upon recording-

Lots 1-2, Block 1 WIRZ ADDITION, Anoka County, Minnesota

(the “Subject Property”); and

WHEREAS, on April 27, 2021, pursuant to Resolution #21-103, the **CITY** approved the final plat for the Subject Property, which plat is known as **WIRZ ADDITION** (the “Plat”), which approval is contingent on certain requirements, including the **DEVELOPER** and the **CITY** entering into this Agreement.

THEREFORE, in consideration of the mutual promises set forth below, the **CITY** and the **DEVELOPER** agree as follows:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. Development 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.
 - c. Proof of Authority. That the **DEVELOPER** provide proof that the respective governing boards of the **DEVELOPER** have authorized the **DEVELOPER’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 Sketch Plan, dated March 16, 2021 and Final Plat, both prepared by M & P Associates. The Plans remain subject to: (a) **CITY** Staff’s review and approval and (b) any 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. Utilities. The **DEVELOPER** acknowledges that any home constructed on the **Subject Property** shall be connected to the **CITY’S** municipal water and sanitary sewer systems compliant with all applicable standards in City Code.
4. Stage I Improvements. There are no Stage I Improvements required.
5. Stage I Financial Surety. There are no Stage I Improvements and therefore, there is no Financial Surety required.
6. Stage II CITY Improvements. The future improvements the **DEVELOPER** must construct or install are as follows:
 - a. Installation of survey monumentation.

(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.
7. Payment of Development Fee’s. The **DEVELOPER** must pay to the **CITY** the fees described on Exhibit A, which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, and Storm Management Fees.
8. 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; and (c) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka Conservation District 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 in accordance with standards of City Code; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot(s) 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 Stage I Improvements.

9. **DEVELOPER Defaults.** If the **DEVELOPER** defaults in the performance of one or more of the **DEVELOPER'S** obligations under this Contract, and i) the **CITY** gives the **DEVELOPER** 30 days written notice of the default and ii) the **DEVELOPER** fails to cure the default within said 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** 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 **DEVELOPER'S** Property. As an alternative to seeking recovery from the **DEVELOPER** or the financial guaranty, the **CITY** may levy special assessments against the **DEVELOPER** 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** has provided to the **CITY** pursuant to Section 4 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 9 (h) 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 8(d).

10. 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 platted area 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.

- e. Boulevard and Wetland Restoration. The **DEVELOPER** shall be responsible for the cost of establishing seed in all boulevards within 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. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m.

- 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. 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 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.

- i. Reimbursement to the CITY. The **DEVELOPER** agrees 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.

- j. 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.

- k. 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:

Cynthia M. Wirz
5535 149th Lane NW
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

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EXHIBIT A

Fees Payable to the City

1. Park Dedication. The **DEVELOPER** is responsible for satisfying applicable Park Dedication requirements for Lot 1, Block 1 of the Plat (the existing home on Lot 2, Block 1 of the Plat is exempt from these Development Fees). The 2021 Park Dedication Fee applicable to the Plat is \$3,500 per residential unit. **DEVELOPER** must pay a Park Dedication Fee of Three Thousand Five Hundred Dollars and No Cents (\$3,500 x 1 unit = **\$3,500.00**). 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 for Lot 1, Block 1 of the Plat (the existing home on Lot 2, Block 1 of the Plat is exempt from these Development Fees). The 2021 Trail Development Fee applicable to the Plat is \$1,000 per residential unit. **DEVELOPER** must pay a Trail Development Fee of One Thousand Dollars and No Cents (\$1,000 x 1 unit = **\$1,000.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Stormwater Management Fee. The **DEVELOPER** is responsible for satisfying applicable Stormwater Trunk Fee requirements for Lot 1, Block 1 of the Plat (the existing home on Lot 2, Block 1 of the Plat is exempt from these Development Fees). The 2021 Stormwater Management Fee applicable to the Plat is \$502 per residential unit. **DEVELOPER** must pay a Stormwater Management Fee of Five Hundred Two Dollars and No Cents (\$502 x 1 unit = **\$502.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.