

1196279

**CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA
DEVELOPMENT AGREEMENT - AEC Energy Park**

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation of the State of Minnesota (the "**CITY**"), and **ANOKA ELECTRIC COOPERATIVE, INC.**, a Minnesota Corporation, whose address is 2202 North Ferry Street, Anoka, Minnesota 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:

Lot 1, Block 1; Lot 1, Block 2; Lots 1, 2, 3, 4, 5, Block 3; Lot 1, Block 4; Outlots A, B C and D; AEC Energy Park, Anoka County, Minnesota,

the "**Subject Property**"; and

WHEREAS, on August 22, 1995, pursuant to Resolution #95-08-176, the **CITY** approved the final plat of the Subject Property which plat is known as **AEC ENERGY PARK** (the "**Plat**") contingent on certain requirements, including **DEVELOPER** and **CITY** entering into this contract; and

WHEREAS, the **Plat** consists of eight (8) lots, four (4) outlots, and one (1) park lot totalling approximately one-hundred thirty-eight (138) acres; and

WHEREAS, approval of the Final Plat is given pursuant to the City's Subdivision Code Section 9.50.05 (Subd. 2) entitled "Division or Consolidation of Unplatted Lots".

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

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

**I.
IMPROVEMENTS**

1. **Access to Lots.** The Plat shall have access onto C.S.A.H. #56, C.S.A.H. #116, and Sunwood Drive N.W.
2. **Extension of 143rd Avenue N.W. and Jasper Street N.W.** The **DEVELOPER** shall provide a thirty-five foot wide outlet along the southern boundary of Block 2 for the possible future extension of 143rd Avenue N.W. and a 60 foot wide outlet between Lot 1, Block 3 and Lot 1, Block 4 for the possible future connection of Jasper Street N.W. with Sunwood Drive. Upon the **CITY'S** request, the fee title owner of the subject outlots shall deed the outlots to the **CITY**, at no expense to the **CITY**.
3. **Drainage and Utility Easements.** Drainage and utility easements shall be dedicated to the **CITY** as shown on the Final Plat. By a separate recordable document, Outlot B shall be deeded to the City for drainage purposes and for public utilities. The documents for conveyance of the property shall be provided to the City prior to release of the Plat for recording at Anoka County.

**II.
GENERAL**

4. **Park Dedication.** Park dedication shall be satisfied by land dedication identified as Park on the Final Plat.
5. **Tree Disease Prevention and Disposal.** The DEVELOPER shall prevent the introduction and spread of tree disease into the residual tree populations of the Plat and adjoining properties and reduce the impacts of construction on the residual property of the Plat and adjoining properties. The DEVELOPER in order to accomplish this shall:
 - a. Install physical barriers, such as snow fence, around trees that are to remain. The fencing shall be located at the dripline of these remaining trees.
 - b. Insure that all equipment operators will have readily available, a tree wound dressing and will apply it immediately to damaged oak trees if wounding occurs from April 15 through July 15.
 - c. Insure that trees will only be skidded against other trees that are to be removed. Trees in the middle twenty (20) feet of a road easement will be removed first, with remaining trees to be skidded toward the middle of the road easement. This same procedure will apply to building sites.
 - d. Mature trees, especially oak and elm, adjoining an easement so that roots enter the disturbed construction area shall first be severed by a vibratory plow to prevent shattering, scraping and exposure of roots of high value trees on adjoining property.
 - e. Recognized trees of value, suitable for tree spade removal, that would otherwise be destroyed shall be identified with ribbon and offered to the CITY at least five (5) business days prior to destruction.
 - f. Tree wood removed during construction, road building and sewer/water installation shall be buried, burned, chipped or hauled to a licensed wood disposal site.

Wood waste disposal must take into account tree disease control, especially for oak wilt and Dutch Elm disease. The tree inspector needs to make a site inspection to ascertain tree disease hazard prior to construction in order to minimize impact on trees adjoining easement, (including root damage and grade changes) and for disease control. An inspection to reduce or abate wood waste disposal must also manage air quality impact and smoke nuisance to adjoining property owners as well as fire safety concerns.

Whole trees may not be disposed of by burning. Trunks and limbs larger than six (6) inches in diameter must be salvaged for lumber, firewood, chipped or hauled to a licensed wood disposal site. Application may be made for an open burning permit to dispose of brush less than six (6) inches in diameter and stumps with less than four feet of main trunks attached. The location of the proposed open burn site will be specified by the City Engineer, Environmental Specialist and Fire Chief. Wood disposal by burning requires whole tree volume reduction, proposed site inspection prior to clearing and an open burning permit. Residual ash and unburned stumps may be buried on the site at the direction of the City Engineer. Chipped material may be applied and utilized on site to mitigate root damage from grade changes of the easement or right-of-way and for erosion control and top soil restoration.

- g. Advise the City, in writing, of any costs incurred for Oak Wilt suppression.
6. **Dumping of Garbage.** The DEVELOPER shall adhere to City Code Section 5.11.03 which is a section Regulating the Dumping of Garbage, Site Development and Construction Debris.
 7. **Reimbursement to 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. Said expenses shall be paid within fifteen (15) days of billing by the CITY and 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.
 8. **Plat Expense Reimbursement.** The DEVELOPER agrees that it will pay to the CITY out of any of the escrows required herein, all CITY expenses incurred in 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 Agreement for payment.
 9. **Marketable Title.** Prior to recording of the Final Plat, the DEVELOPER shall provide to the CITY, proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
 10. **Invalidity of Any One 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.
 11. **Agreement Binding On Heirs, etc.** The DEVELOPER agrees that this Development Agreement shall be binding upon its successors and assigns. Breach of any of the terms of this Development Agreement by the DEVELOPER shall be grounds for denial of Building Permits for buildings in the Plat.

15th IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this day of DECEMBER, 1995.

ANOKA ELECTRIC COOPERATIVE, INC.

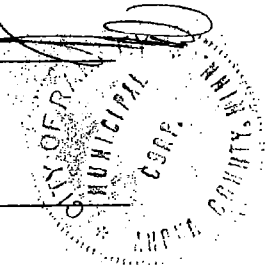
By: [Signature]

Its: General Manager

CITY OF RAMSEY:

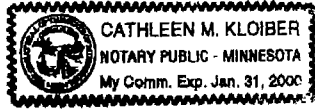
By: [Signature]
Mayor

ATTEST:
[Signature]
City Administrator



STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this 25th day of September, 1995 by Richard D. Newland, the General Manager of Anoka Electric Cooperative, Inc., a Minnesota corporation under the laws of the State of Minnesota, on behalf of the corporation.

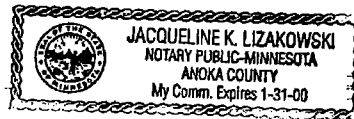


Cathleen Kloiber
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On the 26th day of September, 1995, before me, a Notary Public, personally appeared Glen Hardin 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 Glen Hardin and Ryan R. Schroeder acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Richard D. Newland
Notary Public



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

ABSTRACT

Receipt # <u>602182/1950</u>	<input type="checkbox"/> Certified Copy
Date/Time <u>12-15-95 12:15</u>	<input type="checkbox"/> Tax Liens/Releases
Doc. Order <u>2 of 2</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by Recordability <u>KJ</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
File # <u>1950</u>	<input type="checkbox"/> Division <input type="checkbox"/> CAC
Pin:	<input type="checkbox"/> Status

DOCUMENT NO. 1196279.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON DEC 15 1995 AT 12:15 PM

AND WAS PAID RECORDED. PAID.

FEES AND TAXES IN THE AMOUNT OF

RECEIPT NO. 95062182

EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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