

**CITY OF RAMSEY  
GRADING AGREEMENT FOR LYNWOOD**

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 **U.S. Home Corporation, dba Lennar**, a Delaware corporation (the “**PERMITTEE**”).

**Recitals**

- A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
  
- B. The **PERMITTEE** desires to complete preliminary mass grading in advance of formal final plat plan review.
  
- C. The **PERMITTEE** acknowledges that corrections and/or revisions to the grading plans may still be identified and required as part of the final plat plan review, which could impact preliminary mass grading that is conducted under this Agreement.

**Agreement**

- 1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
  
- 2. Conditions of Approval. The **CITY** has approved the Lynwood Preliminary Plat (the “Plat”) subject to satisfaction of the following conditions subsequent:
  - a. The **PERMITTEE’S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

- b. Marketable Title. That prior to commencing grading activities, the **PERMITTEE** 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 **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'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.
  - d. Metropolitan Council Approval of a Comprehensive Plan Amendment. On August 24, 2021, the Ramsey City Council approved a Comprehensive Plan Amendment for the Subject Property, contingent upon approval by the Metropolitan Council. On November 1, 2021, the Community Development Committee for the Metropolitan Council unanimously voted to move the Amendment forward to the Metropolitan Council for approval on November 10, 2021.
  - e. Lower Rum River Watershed Management Organization Stormwater Permit Approval. The **PERMITTEE** shall provide the **CITY** a copy of the approved Stormwater Water Permit from the Lower Rum River Watershed Management Organization (LRRWMO) prior to commencing grading activities. This is scheduled for consideration by the LRRWMO on November 18, 2021.
3. The Plans. Final grading plans must be approved by the City Engineer.
  4. Improvements. The improvements the **PERMITTEE** will construct or install are as follows:

Preliminary Grading (the “Improvements”).
  5. Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Improvements and their timely completion. The **CITY** shall require a financial guarantee in the amount of thirty percent of the grading estimate. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of Two Hundred Three Thousand Thirty Dollars and No Cents (**\$203,030.00**) which is 30% of the \$676,765.50 grading estimate provided by the **PERMITTEE**.
  6. Inspection Fees for the Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of Thirty Three Thousand Eight Hundred Thirty Eight Dollars and No Cents (**\$33,838.00**) which is 5% of the \$676,765.50 grading estimate provided by the **PERMITTEE**.

7. Installation of the Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Improvements. The **PERMITTEE** must provide the **CITY** with copies of the National Pollutant Discharge Elimination System (NPDES) and Lower Rum River Water Management Organization (LRRMWO) permits prior to or when the **PERMITTEE** applies for a grading permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible “As Built” plans for the Improvements.
8. Time of Performance for the Improvements. The **PERMITTEE** must substantially complete the Improvements within one (1) year after issuance of a grading permit.
9. Street Cleaning and Clean Up. The **PERMITTEE** shall clear any soil, earth, or debris from the streets resulting from the construction of improvements. If the **PERMITTEE** fails to keep streets clean the **CITY** shall notify the **PERMITTEE** of the issue and **PERMITTEE** shall clear soil, earth, or debris from the streets resulting from the construction of the Improvements within 48 hours of notification. If the **PERMITTEE** fails to clean streets after said 48-hour period the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Improvements. It shall be the **PERMITTEE’S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within thirty (30) days of the date of the invoice.
10. Payment of Development Fees. Since the Property is not being platted, the **PERMITTEE** acknowledges that the development fees will be required at time of final plat.
11. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE’S** obligations under this Contract (most notably temporary and permanent erosion control measures), i) the **CITY shall** give the **PERMITTEE** thirty (30) days written notice of the default and ii) if the **PERMITTEE** fails to cure the default within thirty (30) days of receipt of notice of default, 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 **PERMITTEE’S** obligations. If, in the reasonable judgment of the **CITY’S** staff, the **PERMITTEE’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 **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE’S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** 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 thirty (30) days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said thirty (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 **PERMITTEE** 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 **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** 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 **PERMITTEE** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has 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 **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (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 18(d).

12. Haul Route. Truck traffic hauling routes must be approved by the City Engineer.

13. Limits of Construction. The City Engineer shall approve the limits of construction.

14. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph 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 **PERMITTEE** 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 **PERMITTEE'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 **PERMITTEE** represents to the **CITY** that the Improvements comply 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 Improvements do not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.
- d. Construction Site Maintenance. The **PERMITTEE** 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.
- e. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- f. Reimbursement to the CITY. The **PERMITTEE** 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.
- g. 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 PERMITTEE:**

U.S. Home Corporation, dba Lennar  
Attn.: Joe Jablonski  
16305 36th Avenue North, Suite 600  
Plymouth, MN 55446

**TO THE CITY:**

City of Ramsey  
Attn: Deputy City Administrator  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**THE PERMITTEE:**

U.S. Home Corporation, dba Lennar

By: \_\_\_\_\_

Jon Aune

Its: Vice President

STATE OF MINNESOTA )

)ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jon Aune, Vice President of U.S. Home Corporation, dba Lennar, a Delaware corporation, under the laws of the State of Delaware on behalf of the corporation.

\_\_\_\_\_

Notary Public



**EXHIBIT A**

**Legal Description of the Subject Property**

THE SE1/4 OF SE1/4 OF SEC 20 TWP 32 RGE 25, EX E 466 FT OF N 466 FT THEREOF, EX RD, SUBJ TO EASE OF REC, Anoka County, Minnesota