

ORIGINAL



CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR COR PARKVIEW ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this 22 day of SEPT., 2015 and is by and between the CITY OF RAMSEY, a Minnesota municipal corporation (the "CITY") and PSD, LLC, 7533 Sunwood Dr NW, Suite 315, Ramsey, MN 55303, a Minnesota domestic limited liability company (the "PERMITTEE").

WHEREAS, the PERMITTEE is the owner of land legally described on the attached Exhibit A (the "Subject Property"); and

WHEREAS, the PERMITTEE has received approval from the CITY to subdivide the Subject Property and plat the same as COR PARKVIEW ADDITION (the "Plat"); and

WHEREAS, the Plat re-subdivides the Subject Property into Lot 1, Block 1, and Outlot A, COR PARKVIEW ADDITION, Anoka County, Minnesota.

THEREFORE, THE CITY AND THE PERMITTEE AGREE AS FOLLOWS:

1. Conditions of Approval. The CITY has approved 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 recording the Plat, 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.
2. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, dated July 15, 2015. The Plans remain subject to: (a) CITY Staff's review and approval of the Plans, among other things, confirm that the revisions requested in the CITY review letter have been made; and (b) such further revisions as the PERMITTEE may propose and the CITY approves. The Plans shall not be attached to this Agreement, but are in the CITY'S files.
3. Stage I Improvements. The improvements the PERMITTEE will construct or install are as follows:
 - a. Trunk and lateral sanitary sewer.
 - b. Trunk and lateral water main.

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- c. Storm drainage facilities (when specified).
- d. Stormwater maintenance through 90 percent buildout.
- e. Streets.
- f. Concrete curb and gutter (urban).
- g. Street traffic control signals.
- h. Lot grading.
- i. Trail development.
- j. Sidewalks.
- k. Electricity (within one-fourth mile).
- l. Phone (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Easement acquisition.
- q. As-built plans.
- r. Stage I financial surety.

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 below. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

4. Additional Requirements Related to Certain Stage I Improvements. The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans. The final construction plans for the Stage I Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction on the Stage I Improvements. The **PERMITTEE** shall be required to commence a pre-construction meeting held at the **CITY** offices. The **PERMITTEE** shall be responsible for contacting all utilities listed above and prepare the agenda for the pre-construction meeting. Work within existing rights of way and roadways must be completed under traffic, be brought back up to grade, and must be restored to existing conditions within 24 hours.
5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The financial guarantee must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or cash escrow. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of Three Hundred Forty Nine Thousand Twenty Three Dollars and No Cents (**\$349,023.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements (**\$279,218 x 1.25**). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guarantee. The accepted engineer's estimate is attached as Exhibit C hereto. Partial releases of the Letter of Credit are not permitted without approval of the City Council.
7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of Thirteen Thousand Nine Hundred Sixty One Dollars and No Cents (**\$13,961.00**), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements (**\$279,218 x .05**). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**, and supported by appropriate lien waivers. The accepted engineer's estimate is attached as Exhibit C hereto.
8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.
9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat. The Final Plat must be recorded within two (2) years of approval by the City Council.
10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree,

in writing, to defer the CITY'S acceptance of certain specified Stage I Improvements, the CITY is deemed to have accepted the Stage I Improvements when the CITY releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The PERMITTEE hereby grants the CITY and the CITY'S agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the CITY deems appropriate during the PERMITTEE'S installation of the Stage I Improvements. The license shall expire after the CITY accepts ownership of Stage I Improvements.
12. Stage II CITY Improvements. The improvements the PERMITTEE must construct or install are as follows:
 - a. Street striping and signing.
 - b. Streetlights.
 - c. Inspection.
 - d. Monuments.
 - e. Stage II cash deposit.

(the "Stage II Improvements"). The PERMITTEE must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded. The Plat must be recorded within two (2) years of approval by the CITY.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the PERMITTEE shall provide the CITY with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the CITY. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the CITY will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above. Additionally, the PERMITTEE agrees to provide to the CITY the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The PERMITTEE shall provide a financial guarantee to the CITY guaranteeing the construction of the Stage II Improvements and their timely completion. Said financial guarantee is already covered in Paragraph #6 above. No additional amount is necessary.
14. Warranty for Stage I and Stage II Improvements. The PERMITTEE shall provide a one year warranty in the form of a maintenance bond in the amount of 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any require improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in

the form of a Letter of Credit in a form acceptable to the CITY'S Finance Director or cash escrow.

15. Stage I and Stage II Improvements to Outlots. The PERMITTEE acknowledges that Stage I and Stage II Improvements are not being required for proposed Outlots, but will be required upon development of said Outlots.
16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I and Stage II Improvements is installed, the PERMITTEE shall clear any soil, earth, or debris from the streets. From time to time, 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 reasonable costs associated with this necessary street cleaning. Invoices from the CITY to the PERMITTEE for such costs shall be paid within fifteen (15) days of the date of the invoice.
17. Payment of Development Fees. The PERMITTEE must pay to the CITY the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.
18. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the PERMITTEE 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; c.) the financial guaranty described in Section 6 to the CITY; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the CITY; and
 - b. No occupancy permit for any lot in the Plat shall be issued until the PERMITTEE has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot 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.

19. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), 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 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 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).

20. 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 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 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 Plat until the PERMITTEE does comply. Upon the CITY'S demand PERMITTEE shall cease work until there is compliance.
- d. Mailbox Locations. If the PERMITTEE desires to construct mailboxes within the public right of way, the PERMITTEE 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 PERMITTEE shall be responsible for the cost of establishing seed 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 in accordance with the approved Grading and Erosion Control plan. The PERMITTEE 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 and Entrance Signs. The CITY restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 8:00 p.m. The CITY must approve any work on Saturday and is limited to the hours of 7:00 a.m. to 8:00 p.m. The PERMITTEE agrees that no staging or parking shall be allowed on East Ramsey Parkway without prior approval by the CITY. The PERMITTEE agrees that no parking on East Ramsey Parkway shall occur on any Thursday during The Draw Summer Event Series. The PERMITTEE agrees that no parking shall be allowed on East Ramsey Parkway during any scheduled CITY event. The PERMITTEE is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- g. 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.

- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The PERMITTEE agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

- i. Plat Approval Expenses. The PERMITTEE agrees that it will pay to CITY all CITY reasonable 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.

- j. Reimbursement to the CITY. The PERMITTEE agree to reimburse the CITY for all reasonable costs incurred by the CITY in defense or

The foregoing instrument was acknowledged before me this 22 day of SEPT., 2015, by MATT KUKER the CHIEF OPERATING OFFICER of PSD, LLC, a domestic limited liability company under the laws of the State of Minnesota on behalf of the corporation.



Notary Public

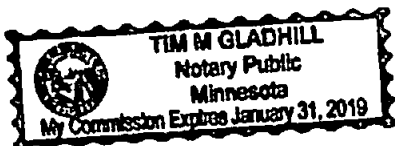


EXHIBIT A

Legal Description of the Subject Property

Outlots A & B, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1 and Outlot A, COR PARKVIEW ADDITION, and Outlot B, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota

EXHIBIT B**Fees Payable to the City**

Fee	Amount	# of Units	Total
Park Dedication	\$2,600/unit	121	\$314,600
Trail Development	\$700/unit	121	\$84,700
Water Trunk	\$1,597/unit	121	\$193,237
Sanitary Sewer Trunk	\$1,126	121	\$136,246
Stormwater Management	\$459/unit	121	\$55,539
Street Light	\$1,300/light	2	\$2,600
Street Light O & M	\$294/light	TBD	\$588

Exhibit C
Engineer's Estimate

PSD - PARKVIEW EAST APARTMENTS - INFRASTRUCTURE ESTIMATE - PUBLIC

CITY OF RAMSEY, MN
 BMI #R16.109475

DATE: 9/22/2015

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL QUANTITY	TOTAL COST
PUBLIC IMPROVEMENTS - ROADWAY & SIDEWALK					
1	MOBILIZATION	LUMP SUM	\$25,000.00	1	\$25,000.00
2	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.00	780	\$1,560.00
3	REMOVE CONCRETE WALK	LIN FT	\$1.00	430	\$430.00
4	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$10.00	55	\$550.00
5	SAWING BITUMINOUS PAVEMENT	LIN FT	\$3.50	66	\$231.00
6	TOPSOIL BORROW	CU YD	\$25.00	500	\$12,500.00
7	COMMON EXCAVATION	CU YD	\$12.00	1100	\$13,200.00
8	AGGREGATE BASE CLASS 5 (CV)	CU YD	\$25.00	600	\$15,000.00
9	TYPE SP 9.5 WEARING COURSE (2,B) (SPWEA240B) (2360)	TON	\$75.00	235	\$17,625.00
10	TYPE SP 12.5 NON-WEARING COURSE (2,B) (SPNWB230B) (2360)	TON	\$70.00	235	\$16,450.00
11	ADJUST VALVE BOX	EACH	\$500.00	1	\$500.00
12	PEDESTRIAN CURB RAMPS	EACH	\$2,000.00	7	\$14,000.00
13	5' CONCRETE WALK	SQ YD	\$49.00	750	\$36,750.00
14	CONCRETE CURB & GUTTER	LIN FT	\$14.00	1200	\$16,800.00
15	TRAFFIC CONTROL	LUMP SUM	\$1,000.00	1	\$1,000.00
16	SIGNAGE	LUMP SUM	\$2,500.00	1	\$2,500.00
17	LANDSCAPE TREES	EACH	\$600.00	27	\$16,200.00
18	IRRIGATION SYSTEM	LUMP SUM	\$10,000.00	1	\$10,000.00
19	STORM DRAIN INLET PROTECTION	EACH	\$150.00	25	\$3,750.00
20	SILT FENCE	LIN FT	\$4.00	500	\$2,000.00
21	DITCH CHECK TYPE BIOLOG	LIN FT	\$4.00	500	\$2,000.00
22	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	\$1,500.00	2	\$3,000.00
23	SOD	SQ YD	\$5.00	2500	\$12,500.00
TOTAL PUBLIC ROADWAY & SIDEWALK COST:					\$223,546.00
STORM SEWER					
1	24" RC PIPE SEWER DES 3008 CL III	LIN FT	\$41.00	56	\$2,296.00
2	CONNECT TO EXISTING STORM SEWER	EACH	\$1,000.00	1	\$1,000.00
3	CONSTRUCT DRAINAGE STRUCTURE 96" DESIGN 4022	LIN FT	\$850.00	6.74	\$5,729.00
4	CASTING ASSEMBLY	EACH	\$550.00	1	\$550.00
TOTAL STORM SEWER COST:					\$9,575.00
WATERMAIN & SANITARY SEWER - PUBLIC					
1	PIPE FITTINGS	POUND	\$8.00	350	\$2,800.00
2	8" GATE VALVE & BOX	EACH	\$1,500.00	1	\$1,500.00
3	8" GATE VALVE & BOX	EACH	\$2,000.00	4	\$8,000.00
4	CONNECT TO EXISTING WATER MAIN	EACH	\$1,200.00	2	\$2,400.00
5	HYDRANT	EACH	\$4,000.00	1	\$4,000.00
6	8" DIP CL 52 WATERMAIN	LIN FT	\$41.00	12	\$492.00
7	8" DIP CL 52 WATERMAIN	LIN FT	\$45.00	405	\$18,225.00
8	4" WATERMAIN INSULATION	SQ YD	\$50.00	10	\$500.00
9	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,700.00	1	\$1,700.00
10	8" PVC SANITARY SEWER SDR 26	LIN FT	\$40.00	64	\$2,560.00
11	48" SANITARY MANHOLE	LIN FT	\$350.00	9.63	\$3,370.50
12	CASTING ASSEMBLY	EACH	\$550.00	1	\$550.00
TOTAL WATERMAIN & SANITARY SEWER - PUBLIC COST:					\$46,097.50
TOTAL ESTIMATED CONSTRUCTION COST:					\$279,218.50

ANOKA COUNTY MINNESOTA

Document No.: 2121425.002 ABSTRACT

I hereby certify that the within instrument was filed in
this office for record on: 10/26/2015 11:19:00 AM

Fees/Taxes In the Amount of \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

SNW, Deputy

Record ID: 3808424