

990052

**SUNNY PONDS DEVELOPMENT AGREEMENT
CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation of the State of Minnesota (the "**CITY**"), and **NORTH SUBURBAN DEVELOPMENT, INC.**, a Minnesota corporation, whose address is 8741 Central Avenue N.E., Blaine, MN 55434 (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 in Exhibit A and attached hereto; and

WHEREAS, on June 23, 1992, pursuant to Resolution No. 92-06-159, the **CITY** has approved the final plat of the Subject Property which plat is known as **SUNNY PONDS** (the "**Plat**"), which approval is contingent on certain requirements, including **DEVELOPER** and **CITY** entering into this Agreement; and

WHEREAS, **DEVELOPER** has submitted a petition requesting the extension of sewer and water to the Subject Property; and

WHEREAS, a trunk usage charge is required by the **CITY** for usage of its Trunk Sewer and Water System, which charge is \$1357 per residential unit created; and

WHEREAS, the **DEVELOPER** has submitted a petition to the **CITY** requesting the construction of the following improvements in the Plat, to-wit: Sanitary sewer, storm drainage facilities, watermains and appurtenances, and streets with concrete curb and gutter, which improvements are termed Stage I Improvements in the City Code ("Stage I Improvements"); and

WHEREAS, pursuant to said petition, the **CITY** ordered the preparation of a feasibility report prepared by its City Engineer relating to the proposed Stage I Improvements; and

WHEREAS, the **CITY** will conduct an Improvement Public Hearing on the Stage I Improvements on prior to ordering the Improvements; and

WHEREAS, no expenditure of **CITY** funds, including the ordering of plans and specifications, will be made until the City Code escrow requirements have been completed by **DEVELOPER**; and

WHEREAS, City Code Section 9.50.50 defines "Stage I" Improvements and "Stage II" Improvements which respective definitions are used herein when reference is made to "Stage I" and "Stage II" Improvements.

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

I.

STAGE I IMPROVEMENTS AND FINANCIAL GUARANTEES:

1. City To Order Improvements. The CITY will order the improvements to be constructed and direct the City Engineer to prepare plans and specifications and advertise for bids and will award a contract for the construction of the Stage I Improvements to the lowest responsible bidder.
2. Incorporation of All City Code Requirements. That the recitals above and the provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the CITY, as amended to date hereof, are incorporated herein by reference.
3. Phasing Plan. The DEVELOPER agrees that the Plat will be developed generally in accordance with the Phasing Plan prepared by Caine and Associates and dated received by the City on June 23, 1992 and attached hereto as Exhibit B.
4. Improvements to be Constructed by City. The CITY agrees to construct the requested Stage I Improvements as petitioned for by the DEVELOPER, together with those Stage II Improvements which are described in Paragraph 16 herein, according to the terms and conditions of this Agreement. The Stage I Improvements to be constructed are as follows: streets, municipal water, sanitary sewer trunk and laterals, a storm sewer system, and street lights.

Each of the streets, described herein, will be hard surfaced with bituminous material including installation of concrete curbs, ditches and back slopes.
5. Sunfish Lake Drive Construction. This street will be constructed to Municipal State Aid (MSA) standards. The DEVELOPER agrees to rough grade the roadway as per Mn/DOT Standard Specification Section 2112.3, in accordance with those plans drawn by Jeffrey N. Caine and dated April 29, 1991, or approved replacement, and fund the equivalent cost of constructing the street to typical residential street standards, which costs will be levied and paid as special assessments against the subject property as provided herein. The grading, as described herein, shall be completed prior to the CITY undertaking construction of any of the Stage I Improvements described above. The CITY will fund costs necessary to upgrade the street to MSA standards.

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6. Improvements to be Constructed by Developer. The DEVELOPER shall be responsible, at its expense, for rough grading of all lots and streets in accordance with the plan drawn by Jeffrey N. Caine and dated April 29, 1991. If any walkout lots are desired, the DEVELOPER shall submit a revised grading plan specifying lowest walkout floor elevation and soil borings showing apparent high groundwater elevation.

The DEVELOPER shall also be responsible, at its expense, for installation of gas, telephone, and electric utility improvements, with the exception of street lights. The DEVELOPER shall be responsible for completing the rough grading and providing lot corner stakes prior to the installation of underground utilities.

In addition, the DEVELOPER shall be responsible, at its expense, for providing 50 scale plans detailing all significant features and vegetation to the CITY, prior to grading the area designated as park on the final plat. The DEVELOPER shall final grade and guarantee turf establishment with a minimum of three (3) inches of quality topsoil in accordance with the City's park plan specifications.

The CITY hereby agrees to construct the park as Stage I improvements no later than Phase 2 of Sunny Ponds.

7. Boulevard and Area Restoration. The DEVELOPER shall be responsible for the cost of establishing seed or sod in all boulevards within thirty (30) days of the completion of the street improvements, and restore all other areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The DEVELOPER shall also 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 land.

8. Financing. In the event that the CITY, for whatever reason, is unable to sell the bonds as anticipated herein, the construction of the improvements shall immediately cease until the CITY approves an alternate method by which to insure payment to the contractor for construction of the Stage I Improvements.

9. Developer Reimbursement of All City Expenses. The DEVELOPER agrees to fully reimburse the CITY for all costs incurred by the CITY including, but not limited to, the actual cost of construction of said Stage I Improvements, engineering fees.

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administrative fees, legal fees, inspection fees, interest fees, costs of acquisition of necessary easements, if any, and any other cost incurred by the CITY relating to this Development Agreement and the installation of the aforementioned improvements. In addition, the DEVELOPER agrees as follows:

(a) The DEVELOPER agrees to reimburse the CITY for all costs described above pertaining to improvements by special assessments to be levied against the Subject Property payable over five (5) years. However, special assessments against each lot in the Subject Property must be paid in full upon occurrence of any of the following with respect to each such individual lot: Prior to transfer of title, prior to issuance of an occupancy permit, or upon filing of any liens whichever occurs first. No Certificates of Occupancy will be issued without prior payment of all outstanding special assessments against any such lot.

(b) The DEVELOPER agrees to notify the CITY of all sales of lots within the Plat.

(c) The DEVELOPER and the CITY agree that the costs described above pertaining to the improvements shall be assessed against the benefitted property on a five (5) year term, pursuant to City Code and that the financial guarantee, described in paragraph 10 below, will be in force and effect until all such special assessments are paid and all other obligations of DEVELOPER under this Agreement are satisfied. The assessment and the specific terms of the assessment shall be pursuant to the terms of the "Sunny Ponds Special Assessment Agreement", attached hereto as Exhibit "C" and incorporated herein by reference. The financial guarantee described in paragraph 10 may be applied by the CITY to any of the obligations set forth in this Agreement in the absolute and sole discretion of the City Council. The CITY may pursue any other remedy for enforcement of such obligations or collection for the costs incurred by the CITY in connection therewith, and is under no obligation to apply the financial guarantee to any one or number of obligations as long as the CITY determines that there is a reasonable basis for believing that the dollars remaining in the financial guarantee may be needed to assure compliance with other remaining obligations of the DEVELOPER.

10. Developer's Financial Guarantee. The DEVELOPER agrees and understands that the CITY has the right, privilege and authority pursuant to Minnesota Statutes Chapter

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462.358 and as amended as a condition precedent to the approval of the plans and specifications and approval of a final plat, to prescribe requirements and the extent to which, and the manner in which the streets be graded or improved, and the water, sewer, and other utility mains, piping, or other facilities shall be installed and that the DEVELOPER shall provide a financial guarantee to the CITY to provide for the actual construction and installation of the required Stage I Improvements and all other obligations of DEVELOPER provided for herein within a period specified by the City Council.

Said financial guarantee shall provide that the CITY possess the statutory power to enforce such financial guarantee by all appropriate and legal remedies. The financial guarantee shall be satisfied by the DEVELOPER depositing cash with the CITY as follows: In addition to that required by paragraph four (4), the DEVELOPER shall deposit with the CITY cash in an amount equal to fifteen percent (15%) of the total cost of the project. In lieu of this cash deposit, the DEVELOPER may file an irrevocable Letter of Credit or some other form of financial guarantee acceptable to the CITY in a minimum amount equal to twenty percent (20%) of the total cost of the project. This financial guarantee, in addition to those purposes described above, shall assure the CITY that the improvements required herein will be actually constructed and installed according to the specifications approved by the CITY, that the special assessments are paid as required herein, and that the DEVELOPER will fulfill all obligations set forth in this Agreement. Because of the need to guarantee the payment of the special assessments, the escrow shall be retained until all obligations of the DEVELOPER, including the payment of all special assessments, are satisfied.

The DEVELOPER agrees to pay all costs associated with the installation of sanitary sewer, water, and storm water systems necessary to provide service to the development with the exception of those elements which are required to be oversized to enhance the overall performance of the system or to provide extra depth to service future upstream service areas. Eight inch (8") watermain and eight inch (8") sanitary sewer is considered to be normal sizes for providing lateral service. The DEVELOPER'S share of the total estimated cost of the Stage I Improvements is Three Hundred Thirty Nine Thousand Dollars (\$339,000.00). Therefore, the cash deposit shall be in the amount of Fifty Thousand Eight Hundred Fifty Dollars (\$50,850.00) or Sixty Seven Thousand Eight Hundred Dollars (\$67,800.00) with any other form of financial guarantee. This financial guarantee, in addition to those purposes described above, shall assure the CITY that the improvements required herein will be actually constructed and installed according to

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specifications approved by the CITY, and that the special assessments are paid as required herein. Because of the need to guarantee the payment of the special assessments, the escrow shall be retained for the five (5) year payment term of the assessments, or earlier date and lesser amount at such time that outstanding special assessments and all other developer obligations are less than the original cash requirement.

11. Estimated Costs. It is understood and agreed that construction cost amounts set forth in this Agreement as Stage I and Stage II Improvements, unless specified as fixed amounts, are estimated. The DEVELOPER agrees to pay the entire cost of said improvements including interest, fiscal engineering and legal charges.
12. Date For Supplying Financial Guarantee. The DEVELOPER agrees to supply the financial guarantee as described above to the CITY prior to the CITY ordering preparation of the plans and specifications for construction of the Stage I Improvements.

II.

STAGE II IMPROVEMENTS AND FINANCIAL GUARANTEES:

13. Street Cleaning. From time to time, the CITY may remove accumulations of soil, earth and debris from the streets resulting from the construction of the Plat. It shall be the DEVELOPER'S responsibility to pay the costs associated with this necessary street cleaning. Invoices from the CITY to DEVELOPER for such costs shall be paid within fifteen (15) days of the date of invoice.
14. Street/Traffic Signs, Street Lights and Seal Coating. The CITY will install in the Plat, as Stage II Improvements, street/traffic signs and sealcoating. The DEVELOPER will pay to the CITY as amount equal to 100% of the City Engineer's estimated construction cost of the items prior to recording of the final Plat. The DEVELOPER shall also deposit an amount that is determined by the CITY to be adequate to aid in the operation and maintenance of street lights in locations determined by the City Engineer and installed by Anoka Electric Cooperative for the first three (3) years. The CITY will bill residents in the Plat at least quarterly for street light maintenance and operation costs; billings will be initiated at the time of connection to municipal water and sanitary sewer. The cost of these items is:

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Street Cleaning	\$300.00
Sealcoating	\$5,300.00
Four (4) Street Signs	\$400.00
Street Light Maintenance & Operation for 3 Years	\$300.00
Five (5) Traffic Control Signs	\$500.00
TOTAL	\$6,800.00

15. Hard Surfaced Driveways and Sodded Boulevards. Hard surfaced driveways and sodded boulevards are a requirement for each lot in the Plat. Said improvements shall be installed by the building permit applicant or the homeowner at the time the Certificate of Occupancy is issued or as soon thereafter as possible, weather permitting. In the event these improvements are not timely installed, the DEVELOPER, on behalf of all subsequent owners of lots within the Plat, agrees that the CITY may install said improvements on any lot(s) and specially assess its cost therefore against the lot(s). The DEVELOPER hereby waives all right to a public hearing and other statutory rights or City Charter rights granted a property owner relating to special assessments, including the right to appeal the special assessment for installation of the improvements described in this paragraph. In addition, DEVELOPER grants the right to the CITY to enter on each lot of the Plat in order to install the improvements described in this paragraph, in the event it is necessary for the CITY to install these improvements and specially assess the same.

III.

PERMITS, OCCUPANCY AND PROPERTY VALUES:

16. Requirements for Building Permits. No building permit for any lot in the Plat shall be issued until (a) vehicular access to the lot is provided including the installation of Class V material on all streets in the Plat; (b) site plan approval is granted by the CITY and any additional expense incurred in giving site plan approval has been reimbursed to the CITY; (c) a Certificate of Survey, including that information required by the CITY, has been supplied to the City Building Official; and (d) all the financial guarantees required by the CITY have been satisfied. The DEVELOPER will be permitted to construct model homes on lots of its choosing within the Plat notwithstanding that item (a) above has not been fully complied with. Any additional costs incurred by the CITY due to construction of model homes shall be paid by the DEVELOPER within fifteen (15) days of notification of said cost. However, under no circumstances will any model home be occupied as a

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residence until item (a) is fully complied with.

17. Requirements for Plumbing. As a part of the plumbing requirements, backflow preventers shall be installed in each sewer line.

IV.

PARK DEDICATION:

18. Cash Contribution and Land Conveyance. Park dedication shall, in part, be satisfied by the DEVELOPER conveying to the CITY, the park as shown on the final plat. The amount of the land conveyance is 1.82 acres and shall satisfy thirty-eight percent (38%) of the park dedication due on the Plat. The balance of the park dedication requirements for this phase of Sunny Ponds shall be satisfied by a cash contribution in the amount of Three Hundred Ten Dollars (\$310.00) per lot, given a \$500.00 standard park dedication fee. The amount of the cash contribution for this first phase of Sunny Ponds is Fifteen Thousand Five Hundred Dollars (\$14,570.00), which represents 47 lots times \$310.00.

V.

GENERAL

19. Access to Lots. All lots in the plat shall be restricted from access onto Nowthen Blvd. N.W. Only Lot 9 of Block 2 shall be allowed an access onto Sunfish Lake Drive at a point no closer than one-hundred (100) feet from the intersection with Nowthen Blvd. N.W.
20. 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

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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 and that would otherwise be destroyed, shall be identified with ribbon and offered to the City at least five (5) 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 stumpage 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.

- 21. Construction Site Maintenance. The DEVELOPER shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development,

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construction debris, open burning, etc.

22. Plat Approval Expenses. The DEVELOPER agrees that it will pay to the CITY all CITY expenses incurred in the 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 contract for payment.
23. 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.
24. Marketable Title. Prior to recording of the Final Plat, the DEVELOPER shall provide the CITY proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
25. 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.
26. Invalidity of Any 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.
27. Proof of Authority. When the DEVELOPER is a corporation, the CITY requires proof of authority by the corporation to execute this Agreement. This proof of authority could be satisfied by providing the CITY with a certified copy of minutes of the corporate Board of Directors granting such authority.
28. Recording of Plat. The Plat shall not be released for recording until the DEVELOPER has submitted soil borings and a grading plan which indicates lowest floor elevations and sediment control, and the plat has received a satisfactory review by the

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Lower Rum River Water Management Organization. The grading plan shall be subject to the approval of the City Engineer.

29. Recording of Development Agreement. The DEVELOPER agrees that this Development Agreement shall be recorded in the office of the Anoka County Recorder and agrees that the terms and provisions of this Agreement shall run with the land and shall bind the DEVELOPER, its successor and assigns.

30. Violation of This Agreement. If the DEVELOPER fails to perform any of the terms of this Agreement in the manner required by the CITY, the CITY shall be entitled to recover, from the DEVELOPER or the issuer of DEVELOPER'S financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the DEVELOPER shall also be grounds for denial of Building Permits for buildings in the Plat.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this 24 day of July, 1992.

NORTH SUBURBAN DEVELOPMENT, INC. CITY OF RAMSEY:

By: [Signature]
its [Signature]

Mayor [Signature]

ATTEST:
[Signature]
City Administrator

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss.)

On the 24 day of July, 1992, before me a Notary Public personally appeared James Gilbertson and Ryan 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 James Gilbertson and Ryan Schroeder acknowledge said instrument to be the free act and deed of said municipal corporation.



July 24, 1992

EXHIBIT A

That part of the West Half of the Northwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, lying northeasterly of the center line of C.S. A.H. No. 5, EXCEPT the south 1,386 feet of the east 220 feet of said West Half of the Northwest Quarter and EXCEPT that part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 32, Range 25, Anoka County, described as follows: Beginning at the intersection of the center line of Nowthen Boulevard with the north line of Section 26, Township 32, Range 25, Anoka County, Minnesota; thence southerly along the center line of said Nowthen Boulevard, a distance of 891.00 feet; thence northeasterly at right angles, a distance of 264.00 feet; thence northerly to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence westerly along the north line of said Section 26 to the point of beginning.

-and-

The north 320 feet of the south 1,386 feet of the east 220 feet of the West Half of the Northwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota.

Upon recording of the Plat, described as:

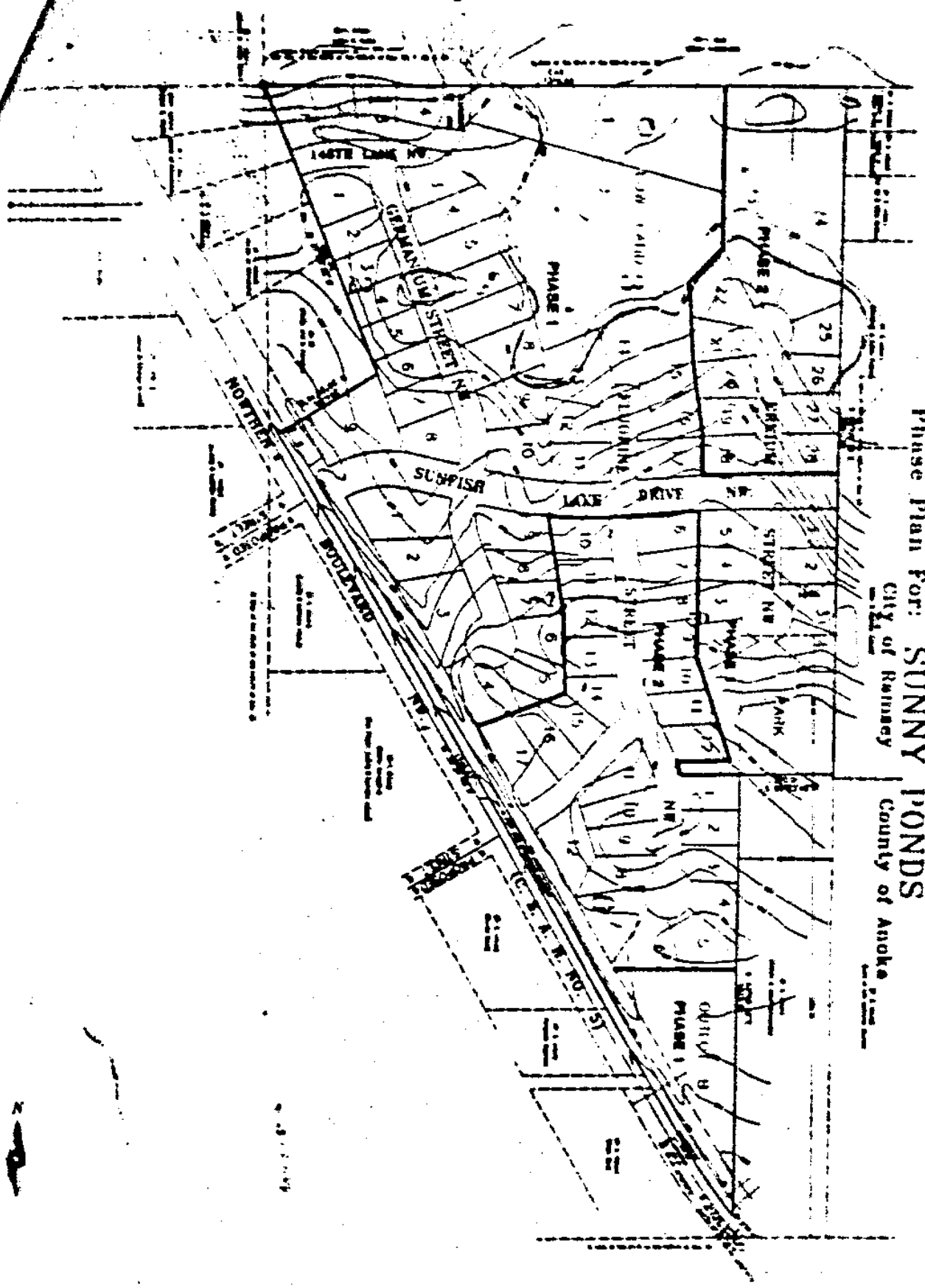
Lots 1 through 4, Block 1; Lots 1 through 9, Block 2; Lots 1 through 28, Block 3;
Lots 1 through 9, Block 4; Outlot A and Outlot B; Sunny Ponds, City of Ramsey,
Anoka County, State of Minnesota.

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EXHIBIT B

Phase Plan for: **SUNNY PONDS**
City of Rainey
County of Anoka



JAMES & ASSOCIATES
LAND SURVEYORS, INC.

EXHIBIT C

SUNNY PONDS SPECIAL ASSESSMENT AGREEMENT

THIS AGREEMENT made this 21st day of July, 1992, by and between the City of Ramsey, a Minnesota municipal corporation (hereinafter referred to as the "City"), and North Suburban Development, Inc., a Minnesota corporation;

WITNESSETH:

WHEREAS, North Suburban Development, Inc. (hereinafter referred to as "Owner") is the owner of certain real property in the City of Ramsey, legally described in Attachment I, attached hereto and hereby made a part hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, Owner desires to subdivide and develop the Subject Property; and

WHEREAS, the development of the Subject Property will require the construction of certain public improvements, generally including sanitary sewer, storm drainage facilities, water mains and appurtenances and streets with concrete curb and gutter (hereinafter referred to as the "Improvement Project"); and

WHEREAS, a public hearing will be held prior to awarding any contract for the construction of the public improvements; and

WHEREAS, the Owner wishes for the City to construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy 100% of the cost of the Improvement Project against the Subject Property; and

WHEREAS, the City is willing to construct the Improvement Project as requested by the Owner without such notice or hearing, provided the assurances and covenants hereinafter stated are made by Owner to ensure that the City will have valid and collectable special assessments to finance the cost of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owner;

NOW, THEREFORE, ON THE BASIS OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER PROVIDED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner hereby petitions the City for construction of the Improvement Project on the Subject Property.

2. Owner represents and warrants that it is the Owner of 100% of the Subject Property; that it has full legal power and authority to encumber the Subject Property as herein provided; and that as of the date hereof, it has fee simple absolute title in the Subject Property, which is not subject to any liens, interests, or encumbrances, except as listed on Attachment Two, attached hereto and hereby made a part hereof.

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3. Owner requests that 100% of the cost of the Improvement Project be assessed against the Subject Property. Owner understands and agrees that the cost of the Improvement Project will be determined in accordance with the Ramsey City Charter and Ramsey City Code Sections 4.60 to 4.60.23 and standard city practices and that such cost is estimated to be Three Hundred Thirty Nine Thousand Dollars (\$339,000.00). Special assessments shall be spread on a unit (per lot) basis in accordance with standard city assessment practices, against the Subject Property exclusive of public right-of-way or land dedicated to the public at the present time or upon future subdivision of the Subject Property.

4. Owner waives notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to City Code Section 4.60.10 and specifically requests that the Improvement Project be constructed and special assessments levied therefor without hearings.

5. Owner waives the right to appeal the levy of special assessments in accordance with this Agreement pursuant to City Code Section 4.60.12, or reapportionment thereof upon land division pursuant to City Code Section 4.60.11, or otherwise, and further specifically agrees with respect to such special assessments of reapportionment that:

a. Any requirements of City Code Sections 4.60 to 4.60.23 with which the City does not comply are hereby waived by Owner.

b. The increase in fair market value to the Subject Property resulting from construction of the Improvement Project will be in an amount of at least the amount of the total potential project cost specified in paragraph 3, above, and that such increase in fair market value is a special benefit to the Subject Property.

c. Assessment of 100% of the cost of the Improvement Project against the Subject Property is reasonable, fair and equitable and there are not other properties against which such cost should be assessed.

d. Owner further specifically waives notice and right to appeal reapportionment of such special assessments upon land division pursuant to City Code Section 4.60.11.

6. Owner understands and agrees that the City may provide for the payment of such special assessments in installments bearing such interest as may be determined by the City Council. However, the decision whether to allow payment in installments, the period of time over which the special assessments may be paid and the interest rate to be applied is in the absolute and sole discretion of the City Council, subject only to limitations imposed by law.

7. The covenants, waivers and agreements contained in this Agreement shall bind the successors, and assigns of the Owner and shall run with the land legally described in Attachment One and bind all successors in interest thereof. It is the intent and agreement of the parties hereto that this Agreement be in a form which is recordable in the office of the County Recorder of Anoka County, Minnesota and agree to make any changes in this Agreement to effect the recording and filing of this Agreement against the title of the Subject Property.

8. This Agreement shall terminate upon the final payment of all special assessments against the Subject Property levied pursuant to this Agreement for the Improvement Project, and the City shall execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

July 24, 1992

Dated: 7-21-92

CITY OF RAMSEY

By [Signature]
Its City Mayor

ATTEST:

By [Signature]
Its City Administrator

NORTH SUBURBAN DEVELOPMENT, INC.

By [Signature]
Its [Signature]

July 21, 1992

ATTACHMENT I

LEGAL DESCRIPTION

That part of the West Half of the Northwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, lying northeasterly of the center line of C.S. A.H. No. 5, EXCEPT the south 1,386 feet of the east 220 feet of said West Half of the Northwest Quarter and EXCEPT that part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 32, Range 25, Anoka County, described as follows: Beginning at the intersection of the center line of Nowthen Boulevard with the north line of Section 26, Township 32, Range 25, Anoka County, Minnesota; thence southerly along the center line of said Nowthen Boulevard, a distance of 891.00 feet; thence northeasterly at right angles, a distance of 264.00 feet; thence northerly to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence westerly along the north line of said Section 26 to the point of beginning.

-and-

The north 320 feet of the south 1,386 feet of the east 220 feet of the West Half of the Northwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota.

Upon recording of the Plat, described as:

Lots 1 through 4, Block 1; Lots 1 through 9, Block 2; Lots 1 through 28, Block 3;
Lots 1 through 9, Block 4; Outlot A and Outlot B; Sunny Ponds, City of Ramsey,
Anoka County, State of Minnesota

25-32-25
NW 11+15
pt 16+17

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