

**CEDAR CREEK ENERGY
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 22nd day of April, 2025, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “CITY”) and Cedar Creek Energy, a Minnesota business corporation (domestic) (the “PERMITTEE”).

Recitals

- A. The PERMITTEE is in contract with The State of Minnesota (the “STATE”), the fee title owner of land generally known as 14730 Sunfish Lake Boulevard Northwest, Ramsey, MN 55303 and legally described as:

Parcel 1 (PID 27-32-25-11-0004):

That part of the Northeast Quarter of the Northeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying westerly of Anoka County Right of Way Plat No. 1. Except that part described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South 89 degrees 36 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter a distance of 800.00 feet to the point of beginning of the land to be described; thence South 05 degrees 08 minutes 53 seconds East a distance of 165.00 feet; thence South 23 degrees 08 minutes 53 seconds East a distance of 314.00 feet; thence South 00 degrees 16 minutes 20 seconds East a distance of 105.09 feet; thence South 89 degrees 43 minutes 40 seconds West a distance of 315.29 feet; thence North 88 degrees 56 minutes 20 seconds West a distance of 641.15 feet; thence North 18 degrees 13 minutes 53 seconds West a distance of 167.91 feet; thence North 00 degrees 06 minutes 07 seconds East a distance of 262.00 feet; thence North 28 degrees 53 minutes 53 seconds West a distance of 59.30 feet; thence North 50 degrees 23 minutes 53 seconds West a distance of 106.00 feet of said north line; thence North 89 degrees 36 minutes 07 seconds East, along said north line, a distance of 980.00 feet to said point of beginning.

Parcel 2 (PID 27-32-25-14-0003):

That part of the Southeast Quarter of the Northeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying northerly of Sunwood Drive Northwest. Except that part embraced within Anoka County Highway Right of Way Plat No. 1.

And

That part of the Southeast Quarter of the Northeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying southerly of Sunwood Drive Northwest, and easterly of Azurite Street Northwest. Except that part embraced within Anoka County Highway Right of Way Plat No. 1.

(the “**Subject Property**”)

- B. That on January 10, 2025, the **CITY** received a Land Use Application from Jason Breiland on behalf of Cedar Creek Energy (the “**PERMITTEE**”) requesting a Site Plan Review as part of a proposal to construct a solar energy system and associated site improvements on the **Subject Property** (cumulatively, the “**Site**”).
- C. That on March 27, 2025, the Planning Commission reviewed and recommended approval of the Site Plan Review.
- D. That on April 8, 2025, the City Council adopted Resolution #25-065, which approved the Site Plan Review for the proposed **Site**.
- E. The **PERMITTEE** intends to cause the Required Improvements to the **Subject Property** to be constructed without financial participation by the **CITY**.

Agreement

SECTION I REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

- 1. **City Code Compliance.** The **CITY** approves the site plan (the “Site Plan(s)” or “Plan(s)”) conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code.
- 2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the final site plans prepared by Emmons & Oliver Resources, Inc., dated February 18, 2025, and updated March 10, 2025. The **Plans** remain subject to: (a) City Staff’s review and approval of the **Plans** to, among other things, confirm that the revisions requested in the **CITY’s** review 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. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, and Zoning Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.
- 4. **State Building Code Compliance.** The accessory structure(s) shall be constructed in accordance with the requirements of the Building Code.

5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief. The **PERMITTEE** herein agrees to post “No Parking” signs along driveways in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.
6. **Required On-Site Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The Required Improvements and the allocated costs therefor are as follows:

Required Site Improvement	Cost	75% of Cost Release Amount
a. Site work (including lot grading and access road)	\$42,400.00	\$31,800.00
b. Landscaping (including seeding and tree transplanting)	\$70,000.00	\$52,500.00
c. Site preparation (construction entrance and silt fencing)	\$15,160.00	\$11,370.00
TOTAL	\$127,560.00	\$95,670.00

("Required Improvements")

The **PERMITTEE** agrees to construct the **Required Improvements** according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

7. **Required Off-Site Improvements.** None.
8. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twenty-four (24) months from the date of Site Plan approval for the **Site**, subject to Unavoidable Delays. For the purposes of this Agreement, Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the **CITY**.
9. **Required Improvements Financial Guaranty.** In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Ninety-Five Thousand Six Hundred Seventy Dollars and No Cents (\$95,670.00)**, which is 75% of the **CITY's** estimated cost of the **Required Improvements** for the on-site and off-site improvements. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

At the request of **PERMITTEE**, the **CITY** shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the Required Improvements in the amount set forth in Section 6 that have been approved in writing by the **CITY**. Upon completion of the construction of all or any remaining of the **Required Improvements** and written approval by the **CITY**, the financial guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III

Paragraph 12 of this **Agreement**. The determination of completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE**'s default.

10. **Site Inspection Fees (Escrow)**. The **PERMITTEE** shall be responsible for all site inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Six Thousand Three Hundred Seventy-Eight Dollars and No Cents (\$6,378.00)** (5% x \$127,560.00). Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY**'s escrow account shall be refunded to the **PERMITTEE**.

SECTION II DEVELOPMENT FEE INFORMATION

The **Subject Property** are lots of record and the use as a solar energy system will not require any public or private water or sanitary sewer/septic service. Therefore, development fees are not collected.

SECTION III BUILDING PERMITS

11. **Requirements for Building Permit**. No building permit shall be issued for the solar energy system until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structures; (b) provided the **CITY** Building Official with a Certificate of Survey; (c) the financial guaranty described in Section I Paragraph 6 to the **CITY**; and (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**, if applicable.

SECTION IV ON-SITE LANDSCAPING

12. **Maintenance Guaranty for Landscaping**. It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings (seeding and transplanted trees). Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Two Thousand One Hundred Sixty Dollars and No Cents (\$1,260.00)** [# plantings (24 trees) x cost/planting (\$300/tree) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY**'s written acceptance of said plantings as part of the **Required Improvements**.

At the end of the two (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. The determination that all plantings that have been planted in accordance with the **Plans** have either survived or have been replaced shall be made by the **CITY**. Upon approval of the final landscape inspection by the **CITY**, the maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of replacing plantings in the event of the **PERMITTEE** default.

SECTION V GENERAL

13. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.
14. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
15. **Construction, Hours and Entrance Signs.** The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. 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.
16. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
17. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, 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 issuance of the building permit. Any expenses incurred after the release of the building permit 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.
18. **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.

19. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.
20. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
21. **Violation of This Permit.** If the **PERMITTEE** 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 **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.
22. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
23. **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:

Cedar Creek Energy
Attn: Robert Applehof
3155 104th Lane NE
Blaine, MN 55449

TO THE STATE:

In Care Of: PCA Closed Landfill Program Unit
520 Lafayette Road N
St. Paul, MN 55155

TO THE CITY:

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

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THE PERMITTEE:

Cedar Creek Energy

By: _____
Robert J. Applehof
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Robert J. Applehof, the Chief Executive Officer of Cedar Creek Energy, a Minnesota Business Corporation (Domestic), on behalf of the company.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
Ryan Heineman
Its: Mayor

By: _____
Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2025, by Ryan Heineman and Brian Hagen, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
HKB Law, P.A.
413 Wacouta Street, Suite 550
St. Paul, MN 55101