

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR PEARSON INVESTMENTS, LLC**

This Agreement (hereinafter the “**Agreement**”) is dated as of this 13th day of May, 2025 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and Pearson Investments, LLC, a Limited Liability Company under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

A. The **PERMITTEE** is the fee title owner of land generally known as 7900 Riverdale Drive NW, Ramsey, MN 55303, and legally described as:

Lots 2-6 (inclusive), Block 5 Alpaca Estates, Anoka County, Minnesota

(the “**Subject Property**”).

B. That on February 18, 2025, the **CITY** received an application for site plan review from the **PERMITTEE** for a proposed parking lot expansion and connecting the building on the **Subject Property** to both the **CITY**’s sanitary sewer system and the municipal water system.

C. The **PERMITTEE** intends to complete these improvements to the **Subject Property** without financial participation by the **CITY**.

Agreement

**SECTION 1
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The **CITY** approves the site plan (the “**Site Plan**”) conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with applicable provisions of City Code.

2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the civil plans (the “**Plans**”) prepared by Bogart, Pederson & Associates, Inc., dated February 11, 2025, with individual plan sheet final revision dates as outlined in Exhibit A, and the Photometric Plan prepared by Pulse, with a final plan sheet revision date also outlined in Exhibit A. 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, Zoning Code, and Public Improvement Code of the **CITY**, as amended to date hereof, are incorporated by reference.
4. **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 Marshall.
5. **Required 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 are as follows:
 - a. Storm drainage facilities
 - b. Stormwater maintenance
 - c. Sanitary sewer and municipal water utilities
 - d. Bituminous parking lot / maneuvering area(s)
 - e. Concrete curb and gutter
 - f. Lot grading
 - g. Landscaping
 - h. Lighting
 - i. Installation and removal of temporary erosion control measures

(the “**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.

6. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twelve (12) months from the date of Site Plan approval.
7. **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 Three Hundred Fifty-Six Thousand Seven Hundred Eighty-Four Dollars and No Cents (**\$356,784.00**), which is 75% of the **CITY’s** estimated cost of the **Required Improvements**. Prior to the commencement of any site improvements, the financial guaranty must be provided as required herein.

Upon completion of the construction of the **Required Improvements** and written acceptance 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 II Landscaping Paragraph #10 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.

8. **Inspection Fees.** The **PERMITTEE** shall be responsible for all 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 Twenty-Three Thousand Seven Hundred Eighty-Six Dollars and No Cents (**\$23,786.00**) (5% x \$475,712.00). 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**.
9. **Payment of Connection Fees.** The **PERMITTEE** is responsible for paying certain fees to not only connect to the City's sanitary sewer, water, and storm sewer systems, but also the estimated cost of constructing an infiltration basin. The applicable fees are outlined in Exhibit B.

SECTION II LANDSCAPING

10. **Maintenance Guarantee for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide the **CITY** a landscape maintenance guaranty to ensure the survival of the plantings. Said landscape maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of **Three Thousand Six Hundred Sixty-Eight Dollars and No Cents (\$3,668.00)**. [# plantings (30 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (43 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the date of the **CITY's** acceptance of said plantings as part of the Required Private Improvements.

At the end of the two-year period, the **PERMITTEE** shall request a final inspection by the **CITY** to determine that all plantings that have been planted in accordance with the **Plans** have either survived or have been replaced. Upon approval of this final inspection, the landscape maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the landscape maintenance guaranty for payment. Only the City Council shall have the authority to direct replacement of the plantings and draw upon the landscape maintenance guaranty. 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's** default.

SECTION III GENERAL

11. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the grading operation in accordance with the **Plans**.
12. **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. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
13. **Construction Hours and Entrance Signs.** The **CITY** restricts construction and delivery hours to Monday through Saturday from 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. Said signs must be on the **Subject Property** and not in the public road right-of-way.
14. **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.
15. **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**. 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.
16. **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**.
17. **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.
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. **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:
Pearson Investments, LLC
Attn: Bradley Bacon
PO Box 669
St. Cloud, MN 56302-0669

TO THE CITY:

City of Ramsey

Attn: Community Development Director

7550 Sunwood Drive NW

Ramsey, MN 55303

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THE CITY:

CITY OF RAMSEY

By: _____

Its: Mayor

By: _____

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.
4501 Allendale Dr.
St. Paul, MN 55127

EXHIBIT A

Plan Sheet Revision Dates

Prepared By	Sheet Name	Final Revision Date
Bogart, Pederson & Associates, Inc.	C8.2	March 10, 2025
Bogart, Pederson & Associates, Inc.	V1.0	March 10, 2025
Bogart, Pederson & Associates, Inc.	C2.0	March 10, 2025
Bogart, Pederson & Associates, Inc.	C3.0	March 10, 2025
Bogart, Pederson & Associates, Inc.	C4.0	March 10, 2025
Bogart, Pederson & Associates, Inc.	C5.0	April 2, 2025
Bogart, Pederson & Associates, Inc.	C6.0	April 2, 2025
Pulse	Photometric Plan	XXXXXXXX

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EXHIBIT B

Fees Payable to the City

1. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of Twenty-Eight Thousand Six Hundred Twenty-Five Dollars and Forty Cents (**\$28,625.40**) (6.84 acres x \$4,185.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when this **Agreement** is recorded will be collected.
2. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of Fifty-One Thousand Seven Hundred Thirty-One Dollars and Ninety-Two Cents (**\$51,731.92**) (6.84 acres x \$7,563.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when this **Agreement** is recorded will be collected.
3. Stormwater Regional Basin (Infiltration) Contribution. The **Subject Property** is located within a Drinking Water Supply Management Area (DWSMA) and a 10-year capture. Thus, in lieu of constructing an on-site infiltration basin (infiltration is not permitted within the 10-year capture zone), the **PERMITTEE** shall contribute an amount equal to the estimated cost of constructing an on-site infiltration basin to the **CITY** for use of the regional stormwater basin in the amount of Six Thousand Eighty Dollars and Forty Cents (**\$6,080.40**). This amount is based on the Engineer's Estimate prepared by Bogart, Pederson & Associates, Inc., dated April 15, 2025.