

**KWIK TRIP, INC.
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “**Agreement**”) is dated as of this 22nd day of July, 2025, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and **KWIK TRIP, INC.**, a Wisconsin business corporation (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the fee title owner of land generally known as 8040 Bunker Lake Boulevard Northwest, Ramsey, MN 55303 and legally described as:
- Lot 1, Block 2, Kwik Trip 1782, Anoka County, Minnesota.
- (the “**Subject Property**”)
- B. That on February 21, 2025, the **CITY** received a Land Use Application from Nate Byom on behalf of the **PERMITTEE** requesting a Conditional Use Permit, Site Plan, Easement Vacation, and Final Plat as part of a proposal to construct a commercial building for a convenience store, motor fuel sales, and a car wash on the **Subject Property**, and associated site improvements (cumulatively, the “**New Building**”).
- C. That on May 13, 2025, the City Council adopted #25-087, which approved an Easement Vacation on the **Subject Property**, and also adopted #25-090, which approved the Final Plat of “Kwik Trip 1782” on the **Subject Property**.
- D. That on May 22, 2025, the Planning Commission reviewed and recommended approval of the Conditional Use Permit and Site Plan on the **Subject Property**.
- E. That on May 27, 2025, the City Council adopted Resolution #25-086, which approved the Conditional Use Permit and Site Plan for the proposed **New Building**.
- F. 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 **PERMITTEE** agrees to develop the **Subject Property** in accordance with the applicable provisions of City Code based on the approved Site Plan.
2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the final plans (the “**Plans**”) prepared by Carlson Engineering and dated April 8, 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 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 on-site improvements (“**Required On-Site Improvements**”) and the allocated costs therefor are as follows:

Required On-Site Improvements – Kwik Trip	Cost	75% of Cost Release Amount
a. Site demolition (removal of existing pavement and trees)	\$2,700.00	\$2,025.00
b. Erosion control	\$8,378.00	\$6,283.00
c. Earthwork	\$157,300.00	\$117,975.00
d. Sanitary sewer services	\$20,500.00	\$15,375.00
e. Water services	\$17,279.00	\$12,959.00
f. Storm sewer services	\$139,432.00	\$104,574.00
g. Parking lot and driveway bituminous pavement, and concrete walkways, curb, and gutter	\$610,525.00	\$457,894.00
h. Landscaping	\$111,281.00	\$83,460.00
i. Additional site work items	\$45,900.00	\$34,425.00
TOTAL	\$1,113,295.00	\$834,971.00

7. **Required Off-Site Improvements.** The **PERMITTEE** shall construct and install the following site improvements in the right-of-way adjacent to the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The required off-site improvements (“**Required Off-Site Improvements**”) and the allocated costs therefor are as follows:

Required Off-Site Improvements – Right-of-Way adjacent to Kwik Trip	Cost	125% of Cost Release Amount
j. Erosion control	\$2,125.00	\$2,656.00
k. Sanitary sewer services	\$1,200.00	\$1,500.00
l. Water services	\$8,650.00	\$10,812.00
m. Parking lot and driveway bituminous pavement, and concrete walkways, curb, and gutter	\$29,591.00	\$36,989.00
n. Landscaping	\$2,800.00	\$3,500.00
TOTAL	\$44,366.00	\$55,458.00

The **PERMITTEE** agrees to construct the **Required On-Site Improvements** and **Required Off-Site Improvements** (collectively the “**Required Improvements**”) according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

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 **New Building**, 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, global pandemic, epidemic, 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 **Eight Hundred Ninety Thousand Four Hundred Twenty-Nine Dollars and No Cents (\$890,429.00)**, which is 75% of the **CITY**'s estimated cost of the **Required On-Site Improvements** plus 125% of the **CITY**'s estimated cost of the **Required Off-Site Improvements** adjacent to the **Subject Property**. 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 I Paragraphs 6 and 7 that have been accepted in writing by the **CITY**. Upon completion of the construction of all or any remaining 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 IV Paragraph 17 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.** 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 **Fifty-Seven Thousand Eight Hundred Eighty-Three Dollars and No Cents (\$57,883.00)** (5% x \$1,157,661.00). 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** is being platted as buildable lot of record through the Final Plat of "Kwik Trip 1782." The **PERMITTEE** is responsible for the following platting and development fees:

11. **Storm Water Management Fee.** The **PERMITTEE** is responsible for satisfying applicable Storm Water Management Fee requirements for the Final Plat of Kwik Trip 1782. The **PERMITTEE** must pay a Storm Water Management Fee of **\$38,641.00** (7.05 acres x \$5,481.00 per acre).
12. **Park Dedication and Trail Development.** All fees associated with Park Dedication and Trail Development were satisfied through the underlying plat of "HY-10 Ramsey 2nd Addition". No additional Park Dedication and Trail Development fees are applicable to this replat. However, there is a need for a sidewalk easement along Ferret Street and a trail easement along Armstrong Boulevard for a public sidewalk and a public trail to be constructed on the **Subject Property**. The sidewalk easement along Ferret Street must be 10 feet wide, and the trail easement along Armstrong Boulevard must be 15 feet wide. Both easement documents must be recorded after the recording of the Final Plat of "Kwik Trip 1782."
13. **Sanitary Sewer Connection (Trunk) Fees.** The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements for the Final Plat of Kwik Trip 1782. The **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$29,504.00** (7.05 acres x \$4,185.00 per acre).
14. **Water Connection (Trunk) Fees.** The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements for the Final Plat of Kwik Trip 1782. The **PERMITTEE** must pay a Water Trunk Fee of **\$53,319.00** (7.05 acres x \$7,563.00 per acre).
15. **Future Bunker Lake Boulevard Improvements.** The **PERMITTEE** acknowledges the **CITY's** future planning efforts related to Bunker Lake Boulevard, and the **PERMITTEE** agrees to pay a fee of **\$27,600.00** as their obligation in relation to the future Bunker Lake Boulevard improvements.

SECTION III PERMITS AND OCCUPANCY

16. Requirements for Building Permit.

- a. No building permit 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 I Paragraphs 6 and 7 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; and
- b. No occupancy permit 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; and (b) constructed all utilities and storm water facilities this **Agreement** requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**.

**SECTION IV
ON-SITE LANDSCAPING**

17. **Maintenance Guaranty for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Six Thousand Five Hundred Twenty-Five Dollars and No Cents (\$6,525.00)** [# plantings (31 trees and 166 shrubs) x cost/planting (\$300/tree and \$75/shrub) 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**

18. **As-Built Record Plan.** The **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of storm sewer, sanitary sewer, and water connections at the stubs in the Bunker Lake Crossing development.
19. **Survey Monumentation.** The **PERMITTEE** must protect all lot corner stakes and survey monumentation at all lot corners.
20. **Preconstruction Meeting.** The **PERMITTEE** shall schedule and hold a pre-construction meeting with the City Engineer prior to commencing site work.

21. **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.
22. **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.
23. **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.
24. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as to the **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said **Required Improvements** including interest, engineering and legal charges.
25. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Plans**, 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.
26. **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.
27. **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**.
28. **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.
29. **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 the building permit or issuance of Certificate of Occupancy.
30. **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.

31. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
32. **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:

Kwik Trip, Inc.
Attn: Legal Department
1626 Oak St.
La Crosse, WI 54603

TO THE CITY:

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

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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:
North Star Law Group
1295 Bandana Blvd. N., Suite 355
St. Paul, MN 55108