

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR NAPERVILLE**

This Agreement (hereinafter the “Agreement”) is dated as of this 9th day of December, 2025, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **Illinois Avenue Holdings LLC**, a limited liability company under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as NAPERVILLE (the “Plat”).

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
2. 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.

3. Improvements. The plat does not require the construction of any public infrastructure. The developer of each lot will be responsible for driveways and any necessary improvements or modifications that could be needed within the adjacent public rights-of-way at the time of development.
4. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.
5. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which include Park Dedication Fees (Park Land and Trail Development Fees), Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, and Storm Management Fees. Credit is given for those fees satisfied through the plat of Phillips Addition to Ramsey.
6. Miscellaneous.
 - a. Invalidation 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.
 - 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. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** 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.
 - e. 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.

- f. 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:

Illinois Avenue Holdings LLC
Attn: Garrett Smith
400 S. 4th Street, Suite 410 PMB91774
Minneapolis, MN 55415

TO THE CITY:

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

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EXHIBIT A

Legal Description of the Subject Property

The South 420.51 feet, as measured along the West line, of that part of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4) of Section numbered Twenty-seven (27), Township Thirty-two (32), Range Twenty-five (25), Anoka County, Minnesota, lying Westerly of Anoka County Highway Right-of-Way Plat No. 8.

AND

Lot 1, Block 2, PHILLIPS ADDITION TO RAMSEY, Anoka County, Minnesota.

Or after Platting

Lots 1, 2, and 3, Block 1, NAPERVILLE, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

At the request of the PERMITTEE, the following table of fees is calculated for each lot of the Plat, noting the credit(s) that was given through those fees satisfied at the time the plat of Phillips Addition to Ramsey was recorded.

Development Fee	Rate	Lot 1	Lot 2	Lot 3
Lot Area		7.245 acres	6.652 acres	5.513 acres
Lot Area not previously platted in Phillips Addition to Ramsey to which the fees below are calculated		0 acres	3.652 acres	4.867 acres
Park Dedication	\$4,500 per acre	0	\$14,031	\$21,902
Trail Dedication	\$1,400 per acre	0	\$4,365	\$6,814
Water – Trunk	\$7,563 per acre	0	\$27,620	\$41,695
Sanitary Sewer – Trunk	\$4,185 per acre	0	\$15,284	\$23,072
Storm Water Management	\$5,481 per acre	0	\$36,460	\$30,217
Totals		\$0	\$97,760	\$123,699
The time when payment of these fees is required		No Payment	\$97,760 due at time the plat is released for recording	\$28,715 (Park/ Trail) due at the time the plat is released for recording; \$94,984 (Water, Sanitary, and Storm) due upon connecting to City Sewer and Water