

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR OSHAUGHNESSY THIRD ADDITION**

This Agreement (hereinafter the “Agreement”) is dated as of this 24th day of March, 2026 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and Timothy Earl O’Shaughnessy and Corrin Marie O’Shaughnessy, husband and wife (the “**PERMITTEES**”).

Recitals

- A. The **PERMITTEES** are the owners of land legally described as:
- Lot, 1, Block 1, OSHAUGHNESSY ADDITION, Anoka County, Minnesota; *and*
Outlot A, OSHAUGHNESSY SECOND ADDITION, Anoka County, Minnesota
- B. The **PERMITTEES** have received approval from the **CITY** to subdivide the Subject Property and plat the same as OSHAUGHNESSY THIRD ADDITION (the “Plat”), specifically:
- Lots 1-4 (inclusive), Block 1, OSHAUGHNESSY THIRD ADDITION, Anoka County, Minnesota
- (the “Subject Property”).

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 Final Plat subject to satisfaction of the following conditions subsequent:
 - a. The **PERMITTEES**’ Execution of this Agreement. That the **PERMITTEES** enter into this Agreement.

- b. Marketable Title. That prior to recording the Plat, the **PERMITTEES** 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 **PERMITTEES** provide a Consent to Plat document from the **PERMITTEES'** mortgage company.
3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Houston Engineering. The three lots created for new construction are considered "custom grade" lots. At the time of building permit, the plans for new homes must contain a full grading and drainage plan that would have otherwise appeared in a preliminary plat submittal.
4. Public Improvements. The Plat subdivides property without the creation of new public rights-of-way, public utilities, or public drainageways. Therefore, Stage I and Stage II improvements, as outlined in City Code Chapter 117, are mostly not necessary, except as noted elsewhere in this Agreement.
5. Lot Corner Staking. The **PERMITTEES** must install lot corner stakes at all lot corners and monumentation within one year from the date the Plat is recorded.
6. Required Private Improvements. The private improvements the **PERMITTEES** will construct or install at the time of building permit are as follows:
 - a. Lot grading
 - b. Landscaping
 - c. Driveways
 - d. Private utility systems
7. Street Cleaning and Clean Up. The **PERMITTEES** shall clear any soil, earth, or debris from the surrounding streets due to construction activities on the lots. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the new homes. It shall be the **PERMITTEES'** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEES** for such costs shall be paid within fifteen (15) days of the date of the invoice. Construction materials and staging must not occur on any street.
8. Payment of Development Fees. The **PERMITTEES** must pay to the **CITY** the fees described on Exhibit A for Park Land Dedication & Trail Development Fees and Storm Water Management Fees. No fees are required on Lot 2, Block 1, where the existing home will remain.
9. Driveway Encroachment Removal. The **PERMITTEES** are working on removing an encroaching driveway. Should the driveway not be removed by the time this Agreement is signed and the Plat recorded, the **PERMITTEES** shall post a \$1500.00 surety with the **CITY** to ensure its removal and ground cover restoration.
10. Requirements for Building Permits and Certificates of Occupancy.
 - a. No building permit for any lot in the Plat shall be issued until the **PERMITTEES** have provided the following:

- (i) Provided the **CITY** Building Official with a Certificate of Survey showing the proposed structure(s), well, and septic system with measurements noted to all property lines, grading, and wetlands; and
 - (ii) Provided the financial guaranty described in Section 9 to the **CITY**; and
 - (iii) The **PERMITTEES** provided a partial tree inventory as a part of the preliminary plat submittal anticipating where building pads are likely to be located. Should those assumed areas change at the time of building permit, an update to the tree inventory for that lot is required. In the areas to be disturbed for the house, well, septic system, driveway, and any associated grading, a tree inventory and preservation plan (specific to the lot) that includes species full name, diameter at breast height (DBH) measurement, status (save or remove), if it is exempt (and why), tabulation of total significant tree DBH inches on the lot, tabulation of total significant tree DBH inches being removed (excluding exempt trees), tabulation of total exempt significant tree DBH inches, calculation of total removed significant tree DBH inches (excluding exempt trees) divided by the total significant tree DBH inches on site (excluding exempt trees), and address any required restitution (either in the form of reforestation and/or payment into the Community Forestry Fund); and
 - (iv) Grading, Drainage and Erosion Control plans, prepared by a Professional Engineer; and
 - (v) Provided the **CITY** with a copy of the requisite Minnesota Department of Transportation permit(s) for driveway and culvert installation; and
 - (vi) Documentation that the lowest floor meets the groundwater and floodplain separation requirements.
- b. No Certificate of Occupancy for any home within the Plat shall be issued until the **PERMITTEES** have:
- (i) Constructed vehicular access to the home in accordance with driveway regulations in City Code; and
 - (ii) Provided an As-Built Certificate of Survey, with grading and setbacks marked, to ensure that individual stormwater drainageways and/or basins have been constructed in accordance with approved plans and to ensure positive drainage away from a home's foundation; and
 - (iii) Provided the required escrow(s) if certain improvements, including but not necessarily limited to, landscaping and driveway, have not yet been installed.
11. **PERMITTEES Defaults.** If the **PERMITTEES** defaults in the performance of one or more of the **PERMITTEES'** obligations under this Agreement, i) the **CITY** gives the **PERMITTEES** thirty (30) days written notice of the default and ii) the **PERMITTEES** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEES'** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEES'** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEES** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEES'** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEES**, the **PERMITTEES** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies

the **PERMITTEES**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEES** do not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEES** have provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEES**' Property. As an alternative to seeking recovery from the **PERMITTEES** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEES** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEES** may have to such special assessments.

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief.
- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEES** have cured all of its defaults.

12. Miscellaneous.

- a. 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.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEES** 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 **PERMITTEES'** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **PERMITTEES** represent 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 **PERMITTEES** do comply. Upon the **CITY'S** demand, **PERMITTEES** shall cease work until there is compliance.
- d. Mailbox Locations and Address Numbers. If the **PERMITTEES** desire to construct mailboxes within the public right of way, the **PERMITTEES** agree that the placement of mailboxes along public streets is subject to the approval by the United States Post Office. Utility locates will be necessary. Should the mailboxes not be located by the driveway for its house, an address plaque must be placed by the driveway in conformance with City Code in order to identify the address of the house.
- e. Boulevard Restoration. The **PERMITTEES** shall be responsible for the cost of establishing ground cover in all boulevards within thirty (30) days of the completion of the driveway improvements, and restoring all other areas disturbed by the development

grading operation in accordance with the approved Grading and Erosion Control plan for the lot.

- f. 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 **PERMITTEES** are 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.
- g. Construction Site Maintenance. The **PERMITTEES** shall adhere to all of the **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.
- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I, Stage II, and Required Private Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEES** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. The **PERMITTEES** agree 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.
- j. Reimbursement to the CITY. The **PERMITTEES** agree 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.
- k. 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.
- l. Land Use Application Escrow Account. At the time of submitting the Land Use Application for subdivision and associated variances, the **PERMITTEES** submitted a land use application review escrow. Any deficit of that account must be rectified upon the time allotted with the invoice from the **CITY**. The **CITY** may continue to draw upon that account to cover costs with enforcing this Agreement.
- m. 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:

Timothy and Corrine O'Shaughnessy
17201 St. Francis Blvd. NW
Ramsey, MN 55303

TO THE CITY:

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

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EXHIBIT A

Fees Payable to the City

The following fees are charged on the three lots for new construction. The lot with the existing home (Lot 2, Block 1) is exempt from these development fees, though any subsequent subdivision of this lot may become subject to fees that are in effect at the time.

1. Park Dedication. The **PERMITTEES** is responsible for satisfying the applicable Park Dedication & Trail Development Fee requirement. **PERMITTEES** must pay a Park Dedication Fee of **\$14,100.00** (3 units x **\$4,700** per unit) and a Trail Development Fee of **\$4,725.00** (3 units x \$1,575 per unit). The rate in effect when the Plat is recorded will be collected.
2. Stormwater Management Fee. The **PERMITTEES** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEES** must pay a Stormwater Management Fee of **\$1,716.00** (3 units x \$572 per unit). The **PERMITTEES** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.