

**DEAL INDUSTRIAL PARK  
DEVELOPMENT AGREEMENT  
CITY OF RAMSEY  
ANOKA COUNTY, MINNESOTA**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF RAMSEY**, a municipal corporation of the State of Minnesota (the "**CITY**"), and **JAMES D. DEAL** and **PAMELA S. DEAL**, husband and wife, whose address is 16191 Makah Street N.W., Andover, MN 55304, (the "**DEVELOPERS**").

**WITNESSETH:**

**WHEREAS**, the **DEVELOPERS** are the fee owners of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lots 1, 2, 3 and Outlot A, Block 1; **DEAL INDUSTRIAL PARK**, Anoka County, Minnesota

("Subject Property"); and

**WHEREAS**, on May 23, 1995, pursuant to Resolution No. 95-05-108, the **CITY** has approved the final plat of the Subject Property which plat is known as **DEAL INDUSTRIAL PARK** (the "**Plat**"), which approval is contingent on certain requirements, including **DEVELOPERS** and **CITY** entering into this Agreement; and

**WHEREAS**, the **DEVELOPERS** have requested the extension of sewer and water to the Subject Property; and

**WHEREAS**, a trunk usage charge is required by the **CITY** for usage of its Trunk Sewer and Water System, which charge is \$8468 per commercial acre and shall apply to Lots 1, 2 and 3 with Outlot A being charged at the rate in effect at the time it is platted; and

**WHEREAS**, the **DEVELOPERS** have requested that the **CITY** construct the following improvements in the Plat, to-wit: Sanitary sewer and watermains and appurtenances, which improvements are termed Stage I Improvements in the City Code ("Stage I Improvements"); and

**WHEREAS**, pursuant to said request, the **CITY** ordered the preparation of a feasibility report prepared by its City Engineer relating to the proposed Stage I Improvements; and

**WHEREAS**, no expenditure of **CITY** funds, including the ordering of plans and specifications, will be made until the City Code escrow requirements have been completed by **DEVELOPER**; and

WHEREAS, City Code Section 9.50.50 defines "Stage I" Improvements and "Stage II" Improvements which respective definitions are used herein when reference is made to "Stage I" and "Stage II" Improvements.

NOW, THEREFORE, the CITY and DEVELOPER agree as follows:

I.

**STAGE I IMPROVEMENTS AND FINANCIAL GUARANTEES:**

1. **City To Order Improvements.** The CITY will order the improvements to be constructed and direct the City Engineer to prepare plans and specifications and advertise for bids and will award a contract for the construction of the Stage I Improvements to the lowest responsible bidder.
2. **Incorporation of All City Code Requirements.** That the recitals above and the provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the CITY, as amended to date hereof, are incorporated herein by reference.
3. **Improvements to be Constructed by City.** The CITY agrees to construct the requested Stage I Improvements as petitioned for by the DEVELOPER. The Stage I Improvements to be constructed are as follows: municipal water and sanitary sewer trunk and laterals.
4. **Improvements to be Constructed by Developer.** The DEVELOPER shall be responsible, at its expense, for rough grading of all lots in accordance with the Grading Plan consisting of one (1) sheet drawn by Hakanson Anderson Associates, Inc., dated April 18, 1995, Revision Date April 26, 1995. The DEVELOPER shall also be responsible, at its expense, for installation of gas, telephone, and electric utility improvements. The DEVELOPER shall be responsible for completing the rough grading and providing lot corner stakes prior to the installation of underground utilities.
5. **Boulevard and Area Restoration.** The DEVELOPER shall be responsible for the cost of establishing seed or sod in all boulevards within thirty (30) days of the completion of the project, and restoring all other areas disturbed by the development grading operation. The DEVELOPER shall also be responsible for the cost of cleaning any soil, earth or debris from T.H. #10 adjacent to this Plat resulting from grading performed in the development of the land.

6. **Developer Reimbursement of All City Expenses.** The **DEVELOPER** agrees to fully reimburse the **CITY** for all costs incurred by the **CITY** including, but not limited to, the actual cost of construction of said Stage I Improvements, engineering fees, administrative fees, legal fees, inspection fees, interest fees, costs of acquisition of necessary easements, if any, and any other cost incurred by the **CITY** relating to this Development Agreement and the installation of the aforementioned improvements. In addition, the **DEVELOPER** agrees as follows:

(a) The **DEVELOPER** agrees to reimburse the **CITY** for all costs described above pertaining to improvements by special assessments to be levied against the Subject Property payable over ten (10) years. However, special assessments against each lot in the Subject Property must be paid in full upon occurrence of any of the following with respect to each such individual lot: Prior to transfer of title, prior to issuance of an occupancy permit, or upon filing of any liens whichever occurs first. No Certificates of Occupancy will be issued without prior payment of all outstanding special assessments against any such lot.

(b) The **DEVELOPER** agrees to notify the **CITY** of all sales of lots within the Plat.

(c) The **DEVELOPER** and the **CITY** agree that the costs described above pertaining to the improvements shall be assessed against the benefitted property on a ten (10) year term for commercial lots pursuant to City Code and that the financial guarantee, described in paragraph 7 below, will be in force and effect until all such special assessments are paid and all other obligations of the **DEVELOPERS** under this Agreement are satisfied. The assessment and the specific terms of the assessment shall be pursuant to the terms of the "Deal Industrial Park Assessment Agreement", attached hereto as Exhibit "A" and incorporated herein by reference. The financial guarantee described in paragraph 7 may be applied by the **CITY** to any of the obligations set forth in this Agreement in the absolute and sole discretion of the City Council. The **CITY** may pursue any other remedy for enforcement of such obligations or collection for the costs incurred by the **CITY** in connection therewith, and is under no obligation to apply the financial guarantee to any one or number of obligations as long as the **CITY** determines that there is a reasonable basis for believing that the dollars remaining in the financial guarantee may be needed to assure compliance with other remaining obligations of the **DEVELOPER**.

7. **Developer's Financial Guarantee.** The **DEVELOPER** agrees and understands that the **CITY** has the right, privilege and authority pursuant to Minnesota Statutes Chapter 462.358 and as amended as a condition precedent to the approval of the plans and specifications and approval of a final plat, to prescribe requirements and the extent to which, and the manner in which the streets be graded or improved, and the water, sewer, and other utility mains, piping, or other facilities shall be installed and that the **DEVELOPER** shall provide a financial guarantee to the **CITY** to provide for the actual construction and installation of the required Stage I Improvements and all other obligations of **DEVELOPER** provided for herein within a period specified by the City Council.

Said financial guarantee shall provide that the **CITY** possess the statutory power to enforce such financial guarantee by all appropriate and legal remedies. The **DEVELOPERS** shall deposit with the **CITY**, cash in an amount equal to fifteen percent (15%) of the total cost of the project. In lieu of this cash deposit, the **DEVELOPERS** may file an irrevocable Letter of Credit or some other form of financial guarantee acceptable to the **CITY** in a minimum amount equal to twenty percent (20%) of the total cost of the project. This financial guarantee, in addition to those purposes described above, shall assure the **CITY** that the improvements required herein will be actually constructed and installed according to the specifications approved by the **CITY**, that the special assessments are paid as required herein, and that the **DEVELOPERS** will fulfill all obligations set forth in this Agreement. Because of the need to guarantee the payment of the special assessments, the escrow shall be retained until all obligations of the **DEVELOPERS**, including the payment of all special assessments, are satisfied.

The **DEVELOPERS** agree to pay all costs associated with the installation of sanitary sewer and water systems necessary to provide service to the development with the exception of those elements which are required to be oversized to enhance the overall performance of the system or to provide extra depth to service future upstream service areas. Eight inch (8") watermain and eight inch (8") sanitary sewer are considered to be normal sizes for providing lateral service.

The **DEVELOPERS** share of the total estimated cost of the Stage I Improvements is Seventy One Thousand Five Hundred Dollars and no cents (\$71,500.00). Therefore, the cash deposit shall be in the amount of Ten Thousand Seven Hundred Twenty Five Dollars and no cents (\$10,725.00) or Fourteen Thousand Three Hundred Dollars and no cents (\$14,300) in any other form of financial guarantee. This financial guarantee, in addition to

those purposes described above, shall assure the CITY that the improvements required herein will be actually constructed and installed according to specifications approved by the CITY, and that the special assessments are paid as required herein. Because of the need to guarantee the payment of the special assessments, the escrow shall be retained for the five (10) year payment term of the assessments, or earlier date and lesser amount at such time that outstanding special assessments and all other developer obligations are less than the original cash requirement.

8. **Estimated Costs.** It is understood and agreed that construction cost amounts set forth in this Agreement as Stage I and Stage II Improvements, unless specified as fixed amounts, are estimated. The DEVELOPER agrees to pay the entire cost of said improvements including interest, fiscal engineering and legal charges.
9. **Satisfaction of Sewer and Water Trunk Charges.** An accounting of the charges due from Deal Industrial Park results in a sewer and water trunk charge of Fifty One Thousand One Hundred Fifty Two Dollars (\$51,152.00), which shall be assessed equally over the three (3) commercial lots.
10. **Date For Supplying Financial Guarantee.** The DEVELOPER agrees to supply the financial guarantee as described above to the CITY prior to the CITY ordering preparation of the plans and specifications for construction of the Stage I Improvements.

## II.

### STAGE II IMPROVEMENTS AND COSTS:

11. **Street/Traffic Signs, Street Lights, Street Cleaning, Seal Coating and Topographies.** The CITY will install or provide for in the Plat, as Stage II Improvements, street/traffic signs, sealcoating and topographies. The DEVELOPER will pay to the CITY as amount equal to 100% of the City Engineer's estimated construction cost of the items prior to recording of the final Plat. The DEVELOPER shall also deposit an amount that is determined by the CITY to be adequate to aid in the operation and maintenance of street lights in locations determined by the City Engineer and installed by Anoka Electric Cooperative for the first three (3) years. The CITY will bill residents in the Plat at least quarterly for street light maintenance and operation costs; billings will be initiated at the time of connection to municipal water and sanitary sewer. The cost of these items is:

Topographies (\$15.00 per acre) \$60.00

TOTAL \$60.00

**III.  
PERMITS, OCCUPANCY AND PROPERTY VALUES:**

12. **Requirements for Building Permits.** No building permit for any lot in the Plat shall be issued until (a) site plan approval is granted by the CITY and any additional expense incurred in giving site plan approval has been reimbursed to the CITY; (c) a Certificate of Survey, including that information required by the CITY, has been supplied to the City Building Official; and (d) all the financial guarantees required by the CITY have been satisfied.

**IV.  
PARK DEDICATION:**

13. **Cash Contribution.** Park dedication shall be satisfied with a cash payment in the amount of Six Thousand Dollars (\$6,000.00) (4 acres x \$1500/acre).

**V.  
GENERAL:**

14. **Construction Site Maintenance.** The DEVELOPERS shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
15. **Plat Approval Expenses.** The DEVELOPERS agree that it will pay to the CITY all CITY expenses incurred in the approval of the Plat, 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 recording of the Final Plat. Any 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 contract for payment.
16. **Reimbursement to the City.** The DEVELOPERS 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.

17. Execution of Agreement. The DEVELOPERS shall submit to the CITY a tax status confirmation from the Anoka County Auditor's office. All real property taxes and special assessments against the subject property shall be in a current status prior to execution of this Agreement.
18. Marketable Title. Prior to recording of the Final Plat, the DEVELOPERS shall provide the CITY proof of marketable title to the Plat either through a currently certified abstract, registered property abstract or title insurance.
19. 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.
20. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.
21. Proof of Authority. When the DEVELOPERS are a corporation, the CITY requires proof of authority by the corporation to execute this Agreement. This proof of authority could be satisfied by providing the CITY with a certified copy of minutes of the corporate Board of Directors granting such authority.
22. Recording of This Agreement. The DEVELOPERS agree that this Development Agreement shall be recorded in the office of the Anoka County Recorder and agrees that the terms and provisions of this Agreement shall run with the land and shall bind the DEVELOPER, his/her successors and assigns.
23. Violation of This Agreement. If the DEVELOPERS fail 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 DEVELOPERS or the issuer of DEVELOPER'S financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the DEVELOPERS shall also be grounds for denial of Building Permits for buildings in the Plat.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this 22nd day of September, 1995.

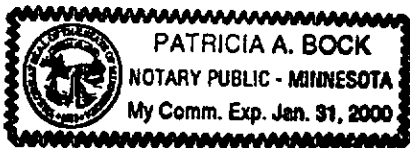
JAMES D. DEAL

PAMELA S. DEAL

James D. Deal Pamela S. Deal

STATE OF MINNESOTA )  
COUNTY OF Anoka ) ss.

The foregoing was acknowledged before me this 17 day of August, 1995 by James D. Deal and Pamela S. Deal, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Patricia A. Bock  
Notary Public

CITY OF RAMSEY:

ATTEST:

Glen Hardin  
Mayor

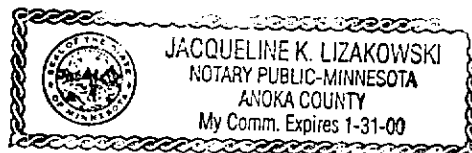
Ryan R. Schroeder  
City Administrator

STATE OF MINNESOTA )  
COUNTY OF ANOKA ) ss.

On the 22nd day of August, <sup>1995</sup>1993, before me a Notary Public personally appeared Glen Hardin and Ryan R. Schroeder, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Glen Hardin and Ryan R. Schroeder acknowledge said instrument to be the free act and deed of said municipal corporation.

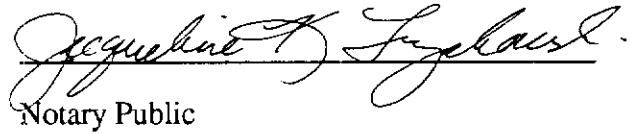
Jacqueline K. Lizakowski  
Notary Public

This document drafted by:  
The City of Ramsey  
15153 Nowthen Blvd. N.W.  
Ramsey, Minnesota



**COUNTY OF ANOKA**

On the 22<sup>nd</sup> day of August 1995, before me a Notary Public personally appeared Glen Hardin and Ryan R. Schroeder, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Glen Hardin and Ryan R. Schroeder acknowledge said instrument to be the free act and deed of said municipal corporation.



## EXHIBIT A

### DEAL INDUSTRIAL PARK SPECIAL ASSESSMENT AGREEMENT

THIS AGREEMENT made this 22nd day of September, 1995, by and between the City of Ramsey, a Minnesota municipal corporation (hereinafter referred to as the "City"), James D. Deal and Pamela S. Deal, husband and wife.

WITNESSETH:

WHEREAS, James D. Deal and Pamela S. Deal, husband and wife, (hereinafter referred to as "Owners") are the owners of certain real property in the City of Ramsey, legally described as follows:

Lots 1, 2, 3, and Outlot A, DEAL INDUSTRIAL PARK, Anoka County, Minnesota; and

WHEREAS, Owners desire to subdivide and develop the Subject Property; and

WHEREAS, the development of the Subject Property will require the construction of certain public improvements, generally including sanitary sewer and water mains and appurtenances, (hereinafter referred to as the "Improvement Project"); and

WHEREAS, a public hearing on the Improvement Project was duly held on August 8, 1995; and

WHEREAS, the Owners wish for the City to construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy 100% of the cost of the Improvement Project against the Subject Property; and

WHEREAS, the City is willing to construct the Improvement Project as requested by the Owners without such notice or hearing, provided the assurances and covenants hereinafter stated are made by Owners to ensure that the City will have valid and collectable special assessments to finance the cost of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owners;

NOW, THEREFORE, ON THE BASIS OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER PROVIDED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owners hereby petition the City for construction of the Improvement Project on the Subject Property.

2. Owners represent and warrant that it is the Owner of 100% of the Subject Property; that it has full legal power and authority to encumber the Subject Property as herein provided; and that as of the date hereof, it has fee simple absolute title in the Subject Property, which is not subject to any liens, interests, or encumbrances, except as listed on Attachment Two, attached hereto and hereby made a part hereof.

3. Owners request that 100% of the cost of the Improvement Project be assessed against the Subject Property. Owner understands and agrees that the cost of the Improvement Project will be determined in accordance with the Ramsey City Charter and Ramsey City Code Sections 4.60 to 4.60.23 and standard city practices and that such cost is estimated to be One Hundred Twenty Two Thousand Six Hundred Fifty Two Dollars (\$122,652.00) Dollars. Special assessments shall be spread on a unit (per lot) basis in accordance with standard city assessment practices, against the Subject Property exclusive of public right-of-way or land dedicated to the public at the present time or upon future subdivision of the Subject Property.

4. Owners waive notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to City Code Section 4.60.10 and specifically requests that the Improvement Project be constructed and special assessments levied therefor without hearings.

5. Owners waive the right to appeal the levy of special assessments in accordance with this Agreement pursuant to City Code Section 4.60.12, or reapportionment thereof upon land division pursuant to City Code Section 4.60.11, or otherwise, and further specifically agrees with respect to such special assessments of reapportionment that:

- a. Any requirements of City Code Sections 4.60 to 4.60.23 with which the City does not comply are hereby waived by Owner.
  - b. The increase in fair market value to the Subject Property resulting from construction of the Improvement Project will be in an amount of at least the amount of the total potential project cost specified in paragraph 3, above, and that such increase in fair market value is a special benefit to the Subject Property.
  - c. Assessment of 100% of the cost of the Improvement Project against the Subject Property is reasonable, fair and equitable and there are not other properties against which such cost should be assessed.
  - d. Owners further specifically waives notice and right to appeal reapportionment of such special assessments upon land division pursuant to City Code Section 4.60.11.
6. Owners understand and agrees that the City may provide for the payment of such special assessments in installments bearing such interest as may be determined by the City Council. However, the decision whether to allow payment in installments, the period of time over which the special assessments may be paid and the interest rate to be applied is in the absolute and sole discretion of the City Council, subject only to limitations imposed by law.
7. The covenants, waivers and agreements contained in this Agreement shall bind the successors, and assigns of the Owners and shall run with the land legally described in Attachment One and bind all successors in interest thereof. It is the intent and agreement of the parties hereto that this Agreement be in a form which is recordable in the office of the County Recorder of Anoka County, Minnesota and agree to make any changes in this Agreement to effect the recording and filing of this Agreement against the title of the Subject Property.
8. This Agreement shall terminate upon the final payment of all special assessments against the Subject Property levied pursuant to this Agreement for the Improvement Project, and the City shall execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

Dated: 8/17/95

CITY OF RAMSEY

By [Signature]  
Its City Mayor

ATTEST:

By [Signature]  
Its City Administrator

[Signature]  
James S. Deal

[Signature]  
Pamela S. Deal

DOCUMENT NO. 271979.1 TORRENS

## ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE  
FOR RECORD ON SEP 22 95

AT 4:00 PM

FEES AND TAXES IN THE AMOUNT OF \$19.50 AND WAS DULY RECORDED.  
PAID.

RECEIPT NO. 95046276

EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES  
KHJ

BY  
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

46274

**NO COPY / TORRENS**

|                                                                                |                                                                      |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Receipt # <u>46274/19.50</u>                                                   | <input type="checkbox"/> Certified Copy                              |
| Date/Time: <u>9/22/95 16:00</u>                                                | <input type="checkbox"/> Tax Liens/Releases                          |
| Doc. Order <u>2</u> of <u>6</u>                                                | <input type="checkbox"/> Multi-Co. Doc. Tax Paid                     |
| Co. Check No. <u>199</u> Filing Fees: <u>199</u>                               | <input type="checkbox"/> Transfer <input type="checkbox"/> New Desc. |
| Delinquents _____ Pins _____                                                   | <input type="checkbox"/> Division <input type="checkbox"/> GAC       |
| From Cert. # <u>78391 A</u>                                                    | <input type="checkbox"/> Status <input type="checkbox"/> Det. Spec   |
| # of New Certs.: <u>0</u> Typed _____ Comp. Entry _____                        |                                                                      |
| Comp. doc. check _____ Tract Updated: <u>DCN / TW</u> Comp. Complete <u>DN</u> |                                                                      |

BK 247 PG 151 NO 78391

271979.1 TORRENS  
REGISTERED ABSTRACTERS  
2140 4TH AVE N  
ANOKA, MN 55303