

**City of Grant
City Council Agenda
March 4, 2024**

The regular monthly meeting of the Grant City Council will be called to order at 6:30 p.m. on Monday, March 4, 2024, in a teleconference format and in person Town Hall for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. CALL TO ORDER

PUBLIC INPUT

Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to two (2) minutes with five (5) speakers maximum. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

- (1) _____
- (2) _____
- (3) _____
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- (5) _____

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF REGULAR AGENDA

4. APPROVAL OF CONSENT AGENDA

A. February 6, 2024 City Council Meeting Minutes

B. February 2024 Bill List, \$134,977.18

5. STAFF AGENDA ITEMS

A. City Planner, Jennifer Swanson

i. Consideration of Resolution No. 2024-05, Stillwater Oaks Final Plat

ii. Consideration of Stillwater Oaks Development Agreement

B. City Attorney, Nick Vivian (no action items)

6. NEW BUSINESS

7. UNFINISHED BUSINESS

8. DISCUSSION ITEMS (no action taken)

A. Staff Updates (updates from Staff, no action taken)

B. City Council Reports/Future Agenda Items (no action taken)

9. COMMUNITY CALENDAR MARCH 5 THROUGH MARCH 31, 2024:

Presidential Nomination Primary Election, Woodbury Lutheran Church, Oakhill Campus, 7:00 a.m. to 8:00 p.m.

Mahtomedi Public Schools Board Meeting, Thursday, March 14th and March 28th, Mahtomedi District Education Center, 7:00 p.m.

Stillwater Public Schools Board Meeting, Thursday, March 14th, Stillwater City Hall, 7:00 p.m.

Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.

10. ADJOURNMENT

CITY OF GRANT
MINUTES

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DATE : February 6, 2024
TIME STARTED : 6:30 p.m.
TIME ENDED : 6:56 p.m.
MEMBERS PRESENT : Councilmember Carr, Rog, Giefer,
Tufty and Mayor Huber
MEMBERS ABSENT : None

Staff members present: City Attorney, Nick Vivian and Administrator/Clerk, Kim Points

CALL TO ORDER

The meeting was called to order at 6:30 p.m.

PUBLIC INPUT

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Council Member Giefer moved to approve the agenda, as presented. Council Member Rog seconded the motion. Motion carried unanimously.

CONSENT AGENDA

- January 2, 2024 City Council Meeting Minutes Approved
- January 2024 Bill List, \$197,050.56 Approved
- Sheriff's Department, Jul-Dec 2023
Police Services, \$84,249.52 Approved
- City of Mahtomedi, 1st Quarter Fire
Contract, \$42,583.00 Approved
- Resolution No. 2024-04, Municipal Consent for County
State Aid, Highway 12 Approved

Council Member Giefer moved to approve the consent agenda, as presented. Council Member Tufty seconded the motion. Motion carried unanimously.

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STAFF AGENDA ITEMS

City Planner, Jennifer Swanson (no action items)

City Attorney, Nick Vivian (no action items)

NEW BUSINESS

Consideration of LHB Contract and Appointment– Staff advised the City Engineer position for the City of Grant is currently served by WSB, Inc, and contracted by the terms of a professional service agreement. The general city engineering services provided to the City of Grant include the following:

- All general engineering duties including attending city council and staff meetings. Serves as the city’s representative and liaison to Washington County when county public Improvement projects are initiated within the City of Grant. Attends county meetings such as Technical Advisory Committees (TAC) or Local Advisory Committees (LAC).
- Reviews and approves of all private utility and grading permits.
- Reviews all new residential developments to ensure the city engineering standards are followed and the development agreements are reasonable and in the best interest of the city.
- Provide all engineering documents, bidding services and construction administration and observations for all roadways, guardrails, culverts, or any other miscellaneous capital improvement projects.
- Administrating the city’s MS4 program.

WSB has served as City Engineer for the City of Grant for over twenty years. Brad Reifsteck formerly of WSB now working for LHB, Inc. has served as City Engineer since 2015. Brad has provided excellent service to the City of Grant as City Engineer. He has shown leadership in guiding the city through many road improvement projects, special road projects, residential developments, permitting and administrating the city’s MS4 program.

Brad has a thorough understanding of the city’s road policy and has developed and guided the council in to making many changes over the years to make it easier to follow and understand. As City Engineer, Brad has conducted many neighborhood meetings to help residents make informed decisions on whether to approve a project. Since 2016, Brad has guided the city in completing roadway improvement projects on almost 11 miles of paved roads.

LHB’s 2024 engineering rates are comparable or less than the current contract rates. LHB has agreed to maintain the current flat rate of \$80.00/ hour for attendance at city council meetings when necessary. LHB’s liability insurance coverages are at industry standards and are comparable to the coverages in the current agreement.

City staff has appreciated the timely work and responsiveness Brad has shown over the last 9 years. The staff recommends the appointment of LHB, Inc and Brad Reifsteck as City Engineer.

1 Council Member Giefer moved to approve City Engineer appoint to LHB, Brad Reifsteck,
2 upon City Attorney approval of contract. Council Member Tufty seconded the motion. Motion
3 carried with Council Member Carr and Rog voting nay.

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5 **Consideration of Stillwater Oaks Preliminary Plat Extension** – Staff advised an extension for the
6 Stillwater Oaks Preliminary Plat has been requested. The Final Plat materials have been submitted
7 and will be reviewed if the Council authorizes the extension.

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9 Council Member Giefer moved to approve Stillwater Oaks Preliminary Plat Extension, as
10 presented. Council Member Tufty seconded the motion. Motion carried unanimously.

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12 **UNFINISHED BUSINESS**

13 There was no unfinished business.

14 **DISCUSSION ITEMS (no action taken)**

15 Staff Updates (updates from Staff, no action taken)

16 City Council Reports/Future Agenda Items

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18 **COMMUNITY CALENDAR FEBRUARY 7 THROUGH FEBRUARY 29, 2024:**

19 **Mahtomedi Public Schools Board Meeting, Thursday, February 8th and February 29th,**
20 **Mahtomedi District Education Center, 7:00 p.m.**

21 **Stillwater Public Schools Board Meeting, Thursday, February 8th, Stillwater City Hall, 7:00**
22 **p.m.**

23 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**

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25 **ADJOURNMENT**

26 Council Member Rog moved to adjourn at 6:56 p.m. Council Member Tufty seconded the
27 motion. Motion carried unanimously.

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30 These minutes were considered and approved at the regular Council Meeting March 4, 2024.

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36 Kim Points, Administrator/Clerk

35 _____
36 Jeff Huber, Mayor

Fund Name: All Funds

Date Range: 02/01/2024 To 02/27/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
02/08/2024	ADobe	EFT01-2-24 EFT01-2-24	Adobe Acropro	N	Office Equipment	100-41314-210-	\$ 21.66 <u>21.66</u>
Total For Check							
02/08/2024	HostMonster	EFT1-16-24 EFT1-16-24	Renewal	N	Web Site Costs	100-41312-210-	\$ 21.99 <u>21.99</u>
Total For Check							
02/08/2024	HostMonster	EFT1-2-24 EFT1-2-24	Website Renewal	N	Web Site Costs	100-41312-210-	\$ 19.99 <u>19.99</u>
Total For Check							
02/12/2024	IRS	EFT186a EFT186a EFT186a EFT186a	Council	N	Mayor Salary Mayor FICA/Medicare Council Salaries Council FICA/Medicare	100-41002-100- 100-41004-100- 100-41005-100- 100-41008-100-	\$ 420.75 \$ 420.75 \$ 1,071.00 \$ 1,071.00 <u>2,983.50</u>
Total For Check							
02/26/2024	Payroll Period Ending 02/29/2024	16355 16355	Feb24	N	Clerk Salary	100-41101-100-	\$ 4,432.21 <u>4,432.21</u>
Total For Check							
02/26/2024	Payroll Period Ending 02/29/2024	16356 16356	Feb24Medical	N	Accounting Services	100-41202-130-	\$ 1,000.55 <u>1,000.55</u>
Total For Check							
02/26/2024	Kline Bros Excavating	16357 16357 16357	Road Maintenance	N	Grader Contractor Road Shouldering Road Brushing	100-43101-220- 100-43108-220- 100-43114-220-	\$ 1,148.75 \$ 2,270.00 \$ 20,402.50 <u>23,821.25</u>
Total For Check							
02/26/2024	SHC, LLC	16358 16358	Planning Services	N	City Planner Escrow	100-41209-300- 100-49320-300-1008	\$ 644.00 \$ 1,006.25 <u>1,650.25</u>
Total For Check							
02/26/2024	WSB & Associates	16359 16359 16359	Engineering - Jan24	N	Engineering Fees - General Road Engineering Fees Utility/ROW Permits Grading Permit	100-41203-300- 100-43102-300- 100-43132-300- 100-43135-300-	\$ 114.00 \$ 1,192.00 \$ 671.25 \$ 179.00 <u>2,156.25</u>
Total For Check							
02/26/2024	Washington County Property Records	16360 16360	Tax Levy Book	N	Audit Fees	100-41201-300-	\$ 50.00 <u>50.00</u>
Total For Check							

Fund Name: All Funds

Date Range: 02/01/2024 To 02/27/2024

Date	Vendor	Check #	Description	Void	Account Name	EA-O-P	Total
02/26/2024	Eckberg Lammers	16361	Legal Services	N	Legal Fees - General	100-41204-304-	\$ 325.00
		16361			Legal Fees - Complaints	100-41205-304-	\$ 75.00
		16361			Legal Fees - Prosecutions	100-41206-304-	\$ 2,575.00
		Total For Check					\$ 2,975.00
02/26/2024	Xcel Energy	16362	Utilities - Town Hall - Pole Barrn - Auto	N	Town Hall Electricity	100-43004-381-	\$ 147.93
		16362			Street Lights	100-43117-381-	\$ 54.11
		Total For Check					\$ 202.04
02/26/2024	Buttered Toast Productions	16363	Town Hall Video Equipment	N	Town Hall Supplies	100-43001-200-	\$ 1,508.33
		Total For Check					\$ 1,508.33
02/26/2024	LRS Portables	16364	Town Hall Portapot	N	Town Hall Porta Pot	100-43007-210-	\$ 159.00
		Total For Check					\$ 159.00
02/26/2024	Todd Smith	16365	Monthly Assessment Services - February	N	Property Assessor	100-41208-300-	\$ 2,173.00
		Total For Check					\$ 2,173.00
02/26/2024	Waste Management	16366	Recycling -	N	Recycling	100-43011-384-	\$ 6,036.27
		Total For Check					\$ 6,036.27
02/26/2024	Ken Romanan	16367	Video Tech Services - Jan and Feb	N	Cable Costs	100-41212-100-	\$ 300.00
		Total For Check					\$ 300.00
02/26/2024	Washington County Transportation	16368	Snow and Ice Control Inv #221708	N	Snow & Ice Removal	100-43113-210-	\$ 5,163.60
		Total For Check					\$ 5,163.60
02/26/2024	CenturyLink	16369	City Phone	N	City Office Telephone	100-41309-321-	\$ 180.33
		Total For Check					\$ 180.33
02/26/2024	Croix Valley Inspector	16370	Building Inspector	N	Building Inspection	100-42004-300-	\$ 60,881.53
		Total For Check					\$ 60,881.53
02/26/2024	PERA	16371	PERA	N	Clerk PERA	100-41102-120-	\$ 449.88
		16371			Clerk PERA Withholding	100-41108-100-	\$ 389.90
		Total For Check					\$ 839.78
02/26/2024	Adobe	ADEFT4	Monthly License	N	Office Equipment	100-41314-200-	\$ 52.00

Fund Name: All Funds

Date Range: 02/01/2024 To 02/27/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/26/2024	Comcast	CCEFT17 CCEFT17	Town Hall W/ff - auto pay	N	Town Hall Supplies	100-43001-200-	\$ 184.82 184.82
02/26/2024	USPS	EFT1-5-24 EFT1-5-24	Tax Mailing - postage	N	Office Supplies	100-41313-200-	\$ 17.82 17.82
02/26/2024	USPS	EFT2-12-24 EFT2-12-24	PO Box Annual Rental	N	PO Box Rental	100-41311-210-	\$ 188.00 188.00
02/26/2024	IRS	EFTIRS192 EFTIRS192 EFTIRS192 EFTIRS192	Payroll	N	Clerk FICA/Medicare Clerk Medicare Federal Withholding Social Security Expens	100-41103-100- 100-41105-100- 100-41107-100- 100-41109-100-	\$ 458.88 \$ 86.98 \$ 471.35 \$ 371.90 1,389.11
02/26/2024	IRS	EFTIRS193 EFTIRS193 EFTIRS193	Medical	N	Clerk FICA/Medicare Clerk Medicare Federal Withholding	100-41103-100- 100-41105-100- 100-41107-100-	\$ 99.45 \$ 18.85 \$ 100.00 \$ 80.60 298.90
02/26/2024	T-Mobile	TMFT29 TMFT29	City Phone	N	Road Supplies	100-43129-200-	\$ 20.00 20.00
02/27/2024	KEI Enterprises	16372	Feb24 Roads Supervisor/fuel surcharge	N	Roads Supervisor	100-43014-300-	\$ 13,750.00
		16372			Roads Fuel Surcharge	100-43015-300-	\$ 2,500.00
		16372					\$ 16,250.00
							\$ 134,977.18



STAFF REPORT

To: Mayor and City Council
Kim Points, City Clerk/Administrator

Date: February 26, 2024

RE: Final Plat – Stillwater Oaks
(Phase I)

CC: Brad Reifsteck, PE, City Engineer
Nick Vivian, City Attorney

From: Jennifer Haskamp
Consulting City Planner

Summary of Request & Background

Fairway Estates of Grant, LLC (“Applicant”) is applying for a Final Plat of the major subdivision approved by preliminary plat known as Stillwater Oaks. The Applicant received preliminary plat approval on November 1, 2022 as documented by Resolution 2022-21 which was set to expire one year (12 months) from the approval, which is consistent with the City’s ordinances. The Applicant requested two extensions to the preliminary plat approval and has subsequently applied for this Final Plat of the major subdivision to be completed in two phases.

Several of the conditions noted in the preliminary plat were required to be completed prior to granting of the Final Plat. The following staff report summarizes the conditions as noted in the Resolution, and identifies any outstanding items needed from the Applicant prior to 1) being able to record the Final Plat; or 2) commencing site work.

Final Plat Review Process

Per the City’s ordinances, the Final Plat does not require a public hearing. The Final Plat is subject to a 60-day review period. Since the proposed subdivision has received Preliminary Plat approval the purpose of the Final Plat review is to 1) review and evaluate the Final Plat for consistency with the Preliminary Plat, 2) to evaluate whether the applicable conditions of preliminary plat have been met, and 3) to identify any outstanding conditions that must be met prior to work commencing on site.

Project Summary

The following summary regarding the Final Plat, and the conditions of Preliminary Plat and Variance are provided for consideration:

Applicant: Fairway Estates of Grant, LLC	Site Size: 148.9 Acres
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Zoning & Land Use: A-2 Proposed Plat Name: Stillwater Oaks	Request: Final Plat of Major Subdivision 15-Lots, 5.15 to approximately 13.6-acres
	PIDs: 2403021220004 (Parcel A) 2303021110002 (Parcel B)

Fairway Estates of Grant, LLC is requesting Final Plat approval of the subject properties to create a rural residential single-family subdivision. A summary of the proposed project is as follows:

- The proposed Project will create 15 new lots ranging in size between 5.15 and 16.6 acres. The general subdivision configuration and lot sizes are consistent with the approved preliminary plat.
- The rural residential lots will be a part of a homeowner’s association (“HOA”) that will govern the proposed subdivision. Draft covenants, bylaws and declarations have been submitted and City Staff will review for consistency with the City’s ordinances.
- The existing property was most recently used for a golf course and is bisected by 88th Street North. The property is irregular in shape with the northern half abutting the Brown’s Creek State Trail and McKusick Road and the southern half abutting 88th Street North eventually connecting with McKusick on the east edge of the property. As noted in the preliminary plat review, it is the applicant’s responsibility to secure permission to cross the Brown’s Creek State Trail with a new road connection.
- The lots in the proposed Project will be accessed from two new cul-de-sacs, the northerly half of the project accessing McKusick Road and crossing the Brown’s Creek State Trail; and the southerly half of the project accessing 88th Street North.
- The subdivision will be developed in two phases. Phase I will develop seven (7) lots south of 88th Street North, and Phase II will develop the remaining eight (8) lots north of 88th Street North and south of McKusick Road N.
- The lots associated with Phase II will be platted as Outlot A as part of this Final Plat.
- All 15 lots will be served with individual wells and individual septic systems. The Preliminary Plat identified primary and secondary drainfields associated with each lot, and septic reports/boring logs for each lot. As stated during the preliminary plat process, a demolition plan for the existing structures on site, including a plan to address the existing well and septic system will be required prior to any site work commencing. This condition is carried over to the Development Agreement.
- The rural residential lot sizes can accommodate a variety of housing styles and plans. As such the Applicant anticipates all homes in the subdivision will be custom built, and that lots will be custom graded once house plans are developed. Initial rough site grading of some lots abutting the road right-of-way is anticipated, but adjustment and accommodation for custom homes is anticipated.

Final Plat Summary:

As summarized above, there are three objectives related to the Final Plat review 1) to determine if the proposed Final Plat is substantially consistent with the Preliminary Plat; 2) to determine if the applicable



conditions of preliminary plat have been met; and 3) to identify any required conditions of Final Plat approval prior to recording or site work commencing.

Final Plat Consistency with Preliminary Plat

- As presented the preliminary construction plans, Final Plat lot and block configuration, lot sizes, road layout and access locations are consistent with the Preliminary Plat and there are no significant changes. Minor adjustments have been completed to meet the conditions of the preliminary plat.

The following conditions of preliminary plat are identified, and comments and/or response regarding the condition are provided in italics.

1. An updated Preliminary Plat, if necessary, and revised Grading and Erosion Control Plans depicting any necessary changes and/or modification shall be submitted for review and approval of city staff within 12-months of Preliminary Plat approval.

As noted, the Preliminary Plat was approved on November 1, 2022 and would have expired on November 1, 2023. The Applicant made two requests to extend the approval period to allow for additional time to prepare this Final Plat submission. The City Council granted the requested extensions, and this Final Plat submission complies with the extensions granted.

Construction drawings have been submitted for Phase I and the City Engineer is reviewing the drawings. Any comments and/or modifications requested by the City Engineer must be addressed by the Applicant prior to any site work commencing on the project. This is included as a condition in the Development Agreement.

2. The Applicant must improve that portion of McKusick and 88th Street N., identified by the City Engineer to provide adequate access to the proposed subdivision.

The Applicant has submitted a plan for improvements to McKusick and 88th Street North as identified by the City Engineer. The improvements are included in the project documentation and within the Development Agreement required Letter of Credit (LOC). This condition is met provided the Development Agreement is executed.

3. The Applicant shall submit their remediation/mitigation efforts completed on the site for the review of the City Engineer.

No additional materials were submitted regarding environmental remediation/mitigation efforts on the site. However, it is understood that the applicant has performed the necessary mitigation. Documentation of the work completed should be submitted for review by the City Engineer and a copy placed on file at the City. A condition is included in the Resolution that no site work may commence until the remediation or mitigation documentation, satisfactory to the City Engineer, is reviewed and approved.

4. The Applicant shall comply with all recommendations and standards of the City Engineer.

The Applicant is working with the City Engineer to ensure that all recommendation and standards are met. This condition is carried over to the Development Agreement.

5. The Applicant shall adjust the lot lines of 9, 10 and 11 to comply with the subdivision design standards.



The stated lots correlate to Lots 1, 2 and 3 Block 1 on the Final Plat. The lot lines have been adjusted and comply with the subdivision design standards. This condition is met.

6. The Applicant must establish an HOA or similar to manage the stormwater management systems on site. Such entity shall be appropriately established and identified within the Development Agreement.
The Applicant has submitted an HOA document that establishes responsibilities of the association including management of the stormwater management systems. This condition is met.
7. The Applicant shall obtain all necessary stormwater permits from the BCWD and such permits shall be obtained prior to the City granting any Final Plat of the Project.
The Applicant has received their preliminary permit approval from the BCWD. The City Engineer will review and confirm that no other outstanding items regarding the BCWD are required prior to the commencement of any site work.
8. The Applicant will be required to enter into a Development Agreement prior to the City Granting any Final Plat of the Project to ensure that the requirements and conditions as set forth herein are complied with to ensure the installation of all subdivision infrastructure.
A draft of the Development Agreement has been prepared and is included in the City Council's packet for review and consideration. The Development Agreement requires that all subdivision improvements be constructed, and that the agreement must be recorded at Washington County.
9. The Applicant, or assigns, shall obtain all necessary permits for the installation of individual wells serving each lot, and such permits shall be obtained prior to the City issuing any Building Permit for such lot.
This condition is carried over to the Development Agreement.
10. The full public right-of-way of both cul-de-sacs shall be dedicated on the Final Plat.
The subdivision will be developed in two phases. The cul-de-sac right-of-way in Phase I is shown on the Final Plat and is dedicated as a public street. The cul-de-sac to serve Phase II will be dedicated at the time the lots are created. This condition is met in Phase I.
11. Site improvements as described within Section 30-194 shall be agreed to and identified within the Development Agreement.
The Site Improvements and subdivision improvements are noted in the Development Agreement. This condition is met.
12. The Applicant must work with the MNDNR to secure a crossing easement of the Browns Creek State Trail, and such easement must establish the use as a public right-of-way.
The Brown's Creek State Trail crossing is required in order to plat Phase II of the subdivision and install a new cul-de-sac. This condition is carried over to the Resolution to ensure that at the time Phase II is platted that a crossing easement is secured prior to granting the Final Plat. This condition must be met as part of Phase II requirements.
13. The Applicant is responsible for all costs associated with the road crossing and any improvements required by the MNDNR for such access.
This condition is carried over to the Resolution to ensure that at the time Phase II is platted that a crossing easement is secured prior to approval. This condition must be met as part of Phase II requirements.



14. The Applicant shall identify and rope off all septic drainfield areas on the site prior to the City issuing any grading permits on the subject property.

This condition is carried over to the Resolution and Development Agreement and must be met to ensure that septic drainfields are protected for each lot. It is the Applicant's responsibility to ensure that the drainfield locations identified in Phase II remain available.

15. The Applicant, or assigns, shall be required to obtain all septic permits, based on the actual design of a principal structure prior to the City issuing a Building Permit.

This condition is carried over to the Development Agreement.

16. The Applicant shall pay all fees and delinquent escrow balances.

This condition is carried over to the Resolution.

Action requested:

Staff has attached a draft resolution of approval of the Final Plat of the Stillwater Oaks subdivision for your review and consideration.

Attachments

Exhibit A: Final Plat

Draft Development Agreement – Separate Cover

**CITY OF GRANT, MINNESOTA
RESOLUTION NO. 2024-05**

**RESOLUTION APPROVING A FINAL PLAT FOR THE
STILLWATER OAKS A MAJOR SUBDIVISION**

WHEREAS, Fairway Estates of Grant, LLC (“Applicant” and “Owner”), has submitted an application for Final Plat of a major subdivision located at 11177 McKusick Road North in the City of Grant, Minnesota; and

WHEREAS, the City Council may hear requests for Final Plat approval pursuant to Chapter 30, Section 30-77 which provides that a Final Plat must conform to the approved Preliminary Plat and any required modifications as determined through the Preliminary Plat process; and

WHEREAS, the Preliminary Plat will subdivide approximately 148-acres of land into 15 rural residential lots that was most recently known as the Stillwater Oaks Golf Course; and

WHEREAS, the existing golf course including all structures and improvements will be removed prior to the redevelopment of the site; and

WHEREAS, the Final Plat will develop the subdivision in two phases where all of Phase II will be placed in Outlot A; and

WHEREAS, Phase I is located south of 88th Street North and will divide the southerly parcel into seven rural residential lots that will be served by a new cul-de-sac; and

WHEREAS, the City Council for the City of Grant has reviewed the proposed Final Plat for consistency with the conditions as identified in Resolution 2022-21 that granted Preliminary Plat.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANT, WASHINGTON COUNTY, MINNESOTA, that it does hereby approve the request of Fairway Estates of Grant, LLC for Final Plat provided that the following conditions are met:

1. The Final Plat shall comply with the provisions of all state statutes and standard procedures for platting in Washinton County.
2. The Applicant shall obtain Final Plat approval from the Washington County Surveyor so that the plat may be recorded.
3. Prior to the City's execution of the Final Plat, the Applicant must enter into an agreement for the installation of all required improvements as documented within the Development Agreement.
4. The requirements and conditions of the Development Agreement shall be incorporated as conditions of the City's execution of the Final Plat.
5. The Applicant, or assigns, shall obtain all necessary permits for the installation of individual wells serving each lot, and such permits shall be obtained prior to the City issuing any Building Permit for such lot.
6. The Applicant shall be required to submit an application for Phase II to amend this Development Agreement. Such addendum shall address all developer improvements required to develop the eight remaining lots. The addendum shall be reviewed and approved by the City Council.
7. The Applicant must work with the MNDNR to secure a crossing easement of the Browns Creek State Trail, and such easement must establish the use as a public right-of-way and such agreement must be obtained prior to the Final Plat for Phase II being granted.
8. The Applicant is responsible for all costs associated with the road crossing and any improvements required by the MNDNR for such access. Such costs will be included in the Phase II Addendum to the Development Agreement.
9. The Applicant shall identify and rope off all septic drainfield areas on the site prior to the City issuing any grading permits on the subject property.
10. The Applicant, or assigns, shall be required to obtain all septic permits, based on the actual design of a principal structure prior to the City issuing a Building Permit.
11. The Final Plat shall be recorded within 120 days of approval or the City's approval shall be deemed null and void.
12. The Applicant shall pay all fees and delinquent escrow balances.

Adopted by the Grant City Council this 4th day of March 2024.

Jeff Huber, Mayor

State of Minnesota

)

RETURN TO:
Nicholas Vivian
ECKBERG LAMMERS, P.C.
430 2nd Street
Hudson, WI 54016

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2024 by and between the **CITY OF GRANT**, a municipal corporation and political subdivision organized under the laws of the State of Minnesota (“City”) and **FAIRWAY ESTATES OF GRANT, LLC**, a Minnesota limited liability company (“Developer”).

RECITALS

WHEREAS, Developer is the fee owner of the real property legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on September 13, 2022 a duly noticed public hearing was held by the City of Grant Planning Commission to consider a request for preliminary plat of the Property into 15 rural residential lots; and

WHEREAS, on September 13, 2022 the Planning Commission unanimously recommended

approval of the preliminary plat of the Property to the City Council; and

WHEREAS, by resolution, an executed copy of which is attached to this Agreement as **Exhibit B**, the City Council of the City approved the Developer's proposal for Preliminary Plat with required conditions on November 1, 2022; and

WHEREAS, the Developer has requested final approval of the plat of Stillwater Oaks; and

WHEREAS, the City's Code of Ordinances requires the Developer's execution of a Development Agreement as contemplated in Minnesota Statutes, Section 462.358, Subdivision 2a, as amended, as a condition of final approval of a major subdivision;

WHEREAS, the parties hereto desire to set forth the respective rights and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions contained herein, it is agreed by the parties hereto as follows:

AGREEMENT

1. Zoning; Number of Units and Phased Development.

- a) Subject to execution of this Agreement and recording the Final Plat of Stillwater Oaks ("Subdivision"), the Property is zoned A-2 Agricultural Small Scale and may be developed with no more than 15 single family dwellings.
- b) This Agreement pertains to all of the Property and will be recorded against the same.
- c) The Subdivision will be developed in at least two phases. Phase I will be developed with seven (7) lots south of 88th Street North, and Phase II will be developed with eight (8) lots north of 88th Street North and south of McKusick Street North.

2. Official Controls. Preliminary approval was granted for the plat of Stillwater Oaks on November 1, 2022. This Agreement applies to all of the Property and the City agrees not to enact any amendment to its comprehensive plan or official controls as defined in Minnesota Statutes Section 462.358, Subd. 3c, which would apply to or affect the use, development density, lot size, lot layout or dedication or platting required or permitted by the preliminary plat of Stillwater Oaks, or the Plans. This provision shall be in effect providing that the Developer is not in default under this Agreement.

3. Right to Proceed.

- a) The Developer may not commence any site grading or demolition activities until the following conditions have been satisfied:
- i. This Agreement has been executed by the Developer and the City;
 - ii. That a demolition plan, including a plan to address any existing wells, abandoned septic systems, driveways, and other improvements has been reviewed and approved by the City and proper permits have been obtained;
 - iii. The required Developer Improvement Security or Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
 - iv. Final engineering and construction plans in digital form regarding the Developer Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City Engineer;
 - v. That a grading permit, SWPPP and NPDES have been obtained and copies have been provided to the City's Engineer;
 - vi. That any watershed district approvals necessary to perform any grading are obtained, and a copy provided to the City's Engineer;
 - vii. That any septic drainfield in proximity to the identified extents of the grading work shown on the approved Construction documents be roped off. At a minimum, this shall include the drainfields as shown on the Lot 1 and Lot 6 Block 1 of the Preliminary Plat. Proper demarcation of the sites shall be field verified by the City Engineer prior to commencement of grading activities.
 - viii. The Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the subdivision and has deposited with the City the additional inspection escrow required by this Agreement.
 - ix. The Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the City Engineer and Staff;
- b) The Developer may not construct public or private improvements or any buildings until all the following conditions have been satisfied for the applicable development Phase:
- i. The Final Plat of Stillwater Oaks has been filed with Washington County;
 - ii. Development review by Washington County Environmental Services has been completed and confirms that a primary and secondary drainfield sites supportive of an individual septic system is contained on each created lot within the Subdivision;
 - iii. The Developer has received all required permits from Browns Creek Watershed District, Washington County, Minnesota Pollution Control

Agency, Minnesota Department of Natural Resources and any other entity having jurisdiction over the Subdivision;

- iv. The City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed to construct the improvements contemplated by this Agreement.

4. Compliance with Section 30-194 Requirements. Developer shall comply with all requirements of Section 30-194 of the City's Code of Ordinances. Required site improvements specific to Phase I include:

- a) Survey Monuments
- b) Grading
- c) Pavement
- d) Curb and Gutter (Rural Section)
- e) Drainage Facilities
- f) Miscellaneous Facilities

The Final Plat shall incorporate all recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities.

5. Development Plans; Improvements. The Property shall be developed in accordance with the approved Preliminary Plat per Resolution 2022-21. The following plans, specifications and contract documents, original copies of which are on file with the City Engineer dated January 22, 2024, are hereby incorporated by reference into this Agreement and made a part hereof ("Plans"). The Phase I Plans referenced and contract documents may be prepared or revised per the recommendations of the City Engineer, after entering into this Agreement, but before commencement of any work on the Property. If changes are made per the recommendation of the City Engineer, the most current and revised Plans shall be incorporated herein. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans are:

- a) Construction Documents – Phase I
 - i. Site Plan
 - ii. Grading and Drainage Plan
 - iii. Storm and Street Plans (Leeward Circle, 88th Street N.)
 - iv. Bituminous Mill & Overlay Plan (McKusick Road N.)
 - v. Storm and Street Plans – Easement
 - vi. SWPPP
 - vii. Existing Condition and Removal Plan
 - viii. Details

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ix. Vegetation Management Plan

- b) Installation by Developer. The Developer shall install and pay for the following, hereinafter referred to as the “Developer Improvements”:
- i. Surveying and Staking
 - ii. Surface improvements
 - iii. Storm water improvements, including related pipes, infiltration basins, structures, and other improvement noted within the plan set
 - iv. Setting of lot and block monuments
 - v. Gas, electric, telephone and cable lines
 - vi. Site grading (including grading within rights-of-ways) and erosion controls
 - vii. Pavement Base Course
 - viii. Pavement Wear Course
 - ix. McKusick Road N., mill and overlay
 - x. Landscaping
 - xi. Other items as necessary to complete development of the Property as stipulated herein or in other agreements with the City.
- c) All work performed by or on behalf of the Developer on or related to the construction of the Developer Improvements shall be performed between the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday. Work related to construction of the houses within Subdivision shall be restricted to the same.

6. Time of Performance.

- a) The Developer shall install all required improvements enumerated in Paragraph 5 in Phase I, excluding final wear course, by December 1, 2024, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer’s reasonable control. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- b) Within 60 days after the completion of the Developer Improvements for the applicable Phase, the Developer shall supply the City with a complete set of reproducible “as constructed” plans prepared in accordance with City standards and in AutoCAD format based on Washington County coordinates. Stormwater “as constructed” plans shall also be submitted to the City in GIS format compatible

with ArcMap 10.8 in the coordinated and with the attributes directed by the City engineer. Iron monuments must be installed in the Subdivision in accordance with state law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

- c) No building permit shall be issued for structures within the Subdivision until adequate street access is available to the lot in question. If building permits are issued prior to the completion of all Developer Improvements serving any lot, the final wear course of bituminous excepted, the Developer assumes all liability and costs resulting in delays in completion of the Developer Improvements and damage to Developer Improvements caused by the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure until all Developer Improvements that are required for the operation of such structure have been completed, except for the final wear course of bituminous on Leewood Circle.

7. Streets. The plat of Stillwater Oaks Phase I dedicates public right-of-way for Leeward Circle to serve the Property from 88th Street North. The Developer intends to grade, construct ditches, and install the road base (first lift) for Leeward Circle and complete a mill and overlay project on McKusick Road North which is a public City Street as part of Phase I of the subdivision. The Developer will be responsible for maintenance, repair and management of the roadway until the final wear course is installed for Leeward Circle. Once completed, and the full roadway including final wear course is completed to the satisfaction of the City Engineer, it shall be deemed a public street and maintained, repaired and managed by the City.

8. Septic Systems and Wells. The Developer, its successors or assigns agrees to construct individual septic systems and wells to serve the lots in the Subdivision. The Developer has provided a letter from Washington County Environmental Services indicating that the Subdivision can be served by individual septic systems, but that final design of such systems and permits for the custom lots must be obtained as the lot is developed and improved. It is the responsibility of the Developer, or its assigns, to obtain required septic permits from Washington County at the time of lot improvements. If any lot line adjustments are contemplated to accommodate a septic system, such changes must be re-platted and approved by the City. All work in constructing the private utilities must comply with all City and state requirements regarding such private utilities.

All lots within the Subdivision must have a primary and secondary drainfield septic site on the lot which meet setback requirements, and which do not interfere with the intended purpose of any drainage and utility or other easement. In no circumstance shall the treatment (absorption) area of the septic system be allowed within any easement. All private wells shall be located on the served lot. The Developer its successors or assigns shall be responsible for obtaining proper permits for

installation of well and septic and shall be required to provide evidence of permit approvals prior to the City issuing a building permit on any lot.

9. Stormwater Improvements. The stormwater facilities will be constructed by the Developer in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include pipes, culverts, infiltration basins and structures shown on the Plans.

- a) The stormwater facilities serving the Subdivision will remain private and will be maintained by the Developer at its sole expense until taken over by the Stillwater Oaks Homeowners Association, a Minnesota non-profit corporation ("HOA"). The City does not intend to accept the stormwater facilities as public and does not intend to maintain them.
- b) The Developer intends to assign responsibility to the HOA for the maintenance, repair or replacement of the private stormwater facilities as needed and the HOA documents recorded with Washington County will so require.
- c) The HOA shall be responsible for the maintenance repair or replacement of all private stormwater facilities and the Developer agrees to inform purchasers of lots from the Developer that:
 - i. The City does not plan to maintain or pay for maintenance repair or replacement of the stormwater facilities and that the HOA will have primary responsibility for such work;
 - ii. The City has the right but not the obligation to perform necessary work upon the failure or refusal by the HOA to do so; and
 - iii. If the City performs any work on the stormwater facilities after reasonable notice to the Developer or HOA and the failure of the Developer or HOA to perform the work, the City intends to recover the cost of such work against the lots within the Subdivision.

10. Homeowners' Association. The Developer shall establish the HOA having authority over the Subdivision prior to any building permits being issued for the Subdivision. The Developer agrees to record the covenants establishing the rights of the HOA against said land for this purpose, which covenants must be in a form and substance reasonably acceptable to the City. The covenants shall be filed by the Developer with Washington County prior to any building permits being issued for the Subdivision. The covenants must provide, among other things, for the HOA's maintenance of the stormwater facilities. The HOA must be submitted for review and approval by the City Attorney prior to recording.

11. City-Installed Public Infrastructure. The City will not be installing any public infrastructure improvements.

12. Security for Developer Improvements. To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all

Developer Improvements in Phase I, the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a lender acceptable to the City in its sole and absolute discretion (“Letter of Credit”) in the amount of \$821,303, which represents 125 percent of the estimated cost of the Developer Improvements as specified in the Plans and detailed in Exhibit C. The amount of the security was calculated as follows:

PHASE I DEVELOPER IMPROVEMENTS	Cost	125%
Mobilization and Demolition	\$33,600	\$42,000
Roadway (Leeward Circle)	\$177,185	\$127,500
Storm Sewer (Leeward Circle)	\$183,750	\$229,688
Grading, Erosion Control and Landscape	\$131,009	\$163,761
McKusick Mill and Overlay	\$120,000	\$150,000
Crack Seal	\$4,000.00	\$5,000
Survey Monumentation	\$7,500	\$9,375
Total	\$657,043	\$821,303

The bank and form of the Letter of Credit or other security shall be subject to the approval of the City. The Letter of Credit shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like letter until the City releases the Developer from responsibility. The Letter of Credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the Letter of Credit without notice only in the event of an emergency that is defined as an event that may adversely impact the health, safety or welfare of adjacent properties or residents if action is not initiated immediately. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer’s default under the terms of this Agreement. If the Developer does not cure the default within thirty (30) days of receiving notice, the City may draw on the Letter of Credit and take such steps as it deems necessary to remedy the default. With City approval, the Letter of Credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City’s requirements.

- a) As the Developer completes elements of the Developer Improvements, the City shall reduce the Letter of Credit to an amount roughly equal to 125 percent of the cost of the remaining work, subject to satisfaction of all of the Developer’s financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer within 30 days of (i) completion of all of the Developer Improvements included in the calculation of the Letter of Credit; (ii) satisfaction of all financial obligations by the Developer to the City. Prior to releasing any portion of the Letter of Credit or accepting another Letter of Credit in replacement, the City shall first be satisfied that all work regarding the Developer Improvements has been completed according to the Plans. The City shall retain 5 percent of the Letter of Credit upon completion of the Developer Improvements through the Warranty period, after which the remaining Letter of Credit amount will be fully released.

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- b) If at any time credible sources within the banking industry publicly report that the bank issuing the Letter of Credit is no longer solvent and the City determines that the bank therefore no longer satisfies the City's requirements regarding solvency, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute Letter of Credit from another bank meeting the City's requirements. If within 30 days of notice, the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City, the city may draw under the existing Letter of Credit.

13. Grading Plan / Site Grading. In order to construct the Developer Improvements and otherwise prepare the Property for development, the Developer will grade the Property based on the approved Plans and specifications. All site and other grading must be done in compliance with the Plans, and a Grading Permit must be obtained from the City Engineer prior to performing any site work on the Property. The City may withhold issuance of a building permit for any structure until the approved certified grading plan is on file with the City and all erosion control measures are in place as reasonably determined by the City. Within 30 days after completion of the grading or such other period acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

- a) The Developer will rough grade Lots 6 and 7 of Phase I as part of the Developer Improvements but expects that it will be necessary for builders to custom grade individual lots based on the specific design and location of the homes be constructed thereon. Each lot will require an individual grading permit for lot development to ensure they are not in conflict with or pose a threat to adjacent parcels.

14. Erosion Control. Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented, inspected and approved by the City.

- a) All construction regarding the Developer Improvements shall be conditioned in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's 2022 permit with the Minnesota Pollution Control Agency regarding its municipal separate storm sewer system program. Following the delivery of reasonable written notice to the Developer, the City may impose reasonable, additional erosion control requirements after the City's initial approval if the City deems such additional requirements necessary due imminent risk of uncontrolled erosion. All areas disturbed by the excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets, private utilities, buildings or other improvements is anticipated within a reasonable period thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for

seed retention. The parties recognize that time is of the essence in controlling erosion.

- b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions issued by the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when emergency conditions so require will not affect the Developer's obligations or the City's rights hereunder.
- c) The Developer agrees to reimburse the City for all reasonable out-of-pocket expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Developer Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with Developer's responsibilities to comply with the erosion control requirements provided herein. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.

15. Ownership of Improvements. Upon completion and City acceptance of the work and construction required by this Agreement, the Developer Improvements lying within public rights-of-way and drainage and utility easements, excluding the storm sewer facilities which shall be the responsibility of the HOA, shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.

16. Warranty. The Developer warrants all work required to be performed by it in connection with the Developer Improvements against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City.

17. Responsibility for Costs. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or reasonably incurred by the City in conjunction with the development of the Subdivision including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses reasonably incurred by the City in monitoring and inspecting the development of the Subdivision.

- a) The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subdivision, except for any costs or expenses arising from the negligence or other wrongful acts or omissions of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers and employees for all costs,

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damages or expenses that the City may pay or incur in consequence of such claims, including reasonable attorney's fees.

18. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. The estimated City fees of \$ 110,000 shall be deposited with the City at the time this Agreement is signed, and represent the following estimates:

\$ 10,000	Construction Administration Fees (estimate)
\$ 50,000	Construction Inspection Fees (estimate)
\$ 25,000	Materials Testing (estimate)
\$ 12,500	Attorney Fees (estimate)
\$ 12,500	City Administrative Fees (estimate)
\$ 110,000	Total

19. Driveways. All driveways shall conform to the City's Code of Ordinances and all private access easements shall be reviewed and approved by the City Attorney.

20. Accessory Structures. No accessory structures may be constructed within the Subdivision prior to the construction of a primary residential structure. All construction shall be in compliance with the City's Code of Ordinances and all other state and local regulations.

21. Building Permits. Approvals granted to date by the City regarding the Subdivision do not include approval of a building permit for any structure. The Developer or its successor or assigns must submit, and the City must approve building plans prior to approval of a building permit for a structure on any lot within the Subdivision. All building pads must be certified prior to initiation of construction of a home on a lot. The party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit.

- a) No occupancy permits shall be issued until:
 - i. The site grading is completed and approved by the City.
 - ii. The first lift of bituminous is in place and approved by the City.
 - iii. All building permit fees are paid in full.
 - iv. No early building permits will be issued.
- b) Subject to the terms and conditions of this Agreement, the Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of the Developer Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities

are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

22. License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed reasonably appropriate by the City. Such license shall terminate as to all single-family residential lots within the subject Property upon acceptance by the City of the public infrastructure improvements.

23. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Developer Improvements located within public right-of-way, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

24. Record Drawings. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements. The security will not be fully released until all record drawings have been submitted and accepted by the City Engineer.

25. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense reasonably incurred by the City, provided the Developer is first given notice of the work in default, not less than thirty (30) days in advance, except in the case of an emergency when only reasonable notice must be given. 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 land. When the City does any such work, the City may, in addition to its other remedies, draw on the Letter of Credit or other security described in this Agreement, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. Assignment. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied.

27. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

- a) As to Developer: Fairway Estates of Grant, LLC
Attn: Jason Palmby
PO Box 302
Excelsior, MN 55331

With a copy to: DEVELOPER'S ATTORNEY HERE

- b) As to City: City of Grant
Attn: City Administrator/Clerk
PO Box 577
Willernie, MN 55090

With a copy to: Nicholas J. Vivian
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

Or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall promptly notify the City if there is any change in its name or address.

28. Estoppel Certificate: Partial Release. The City agrees at any time, and from time to time, within 10 business days after receipt of written request by the Developer, a lender or a party purchasing any portion of the Property (including a residential lot), to execute, acknowledge and deliver a certification in writing and in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments certifying:

- a) That this Agreement is unmodified and in full force and effect, or if there have been modifications, the identification of such modifications and the same are in full force and effect as modified;
- b) That no party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default;
- c) That all Developer Improvements to be constructed under this Agreement have been constructed, or, if not, specifying the Developer Improvements yet to be constructed; and
- d) As to any other matter that the requesting party shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest. Any such statement on behalf of the City may be executed by the City Clerk without City Council approval.

Following completion of the Developer Improvements and at the written request of the Developer, a lender or a party purchasing any portion of the Property (including a residential lot), the City agrees to execute a certification in writing releasing the lot from the Developer's obligations under this Agreement. Such certification shall not release the lot from any obligations to the HOA, or any other ongoing obligations regarding the Property.

29. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and provisions hereof shall run with the land described herein and shall be binding on and inure to the benefit of the heirs, representatives, and assigns of all the parties hereto, and shall be binding upon all future owners of all or any part of said land, except as otherwise provided in Section 31,g) below. This Agreement shall be placed on record so as to give notice hereof to subsequent purchasers. The cost of recording shall be borne by the Developer.

30. Miscellaneous.

- a) The Developer represents to the City that the development of the Subdivision and the plat comply 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 Subdivision, or the plat, does not comply, the City may, at its option, refuse to allow construction or development work on the Subdivision until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- b) Third parties shall have no recourse against the City under this Agreement.
- c) Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- d) If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- e) If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- f) The action or inaction of the City 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 written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or

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release.

- g) This Agreement shall run with the land and may be recorded against the title to the Property; provided, however, the terms and provisions of this Agreement shall not be binding upon the purchasers of individual lots within the Subdivision, and shall not be deemed to run with the title of the individual lots within Subdivision, but this provision shall not be deemed to release any future developer or the Developer's successors or assigns from the terms and provisions of this Agreement. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.
- h) Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

[Signatures on following pages]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED.

DRAFT

EXHIBIT B
CITY COUNCIL RESOLUTION

SEE ATTACHED.

DRAFT

EXHIBIT C

LETTER OF CREDIT REQUIREMENTS

The following clarifies the various portions of the Letter of Credit for Developer Improvements that are outlined in the Subdivision Agreement:

Survey Monumentation – An amount equal to 125% of the cost to monument all lots within the development.

Letter of Credit for Developer Improvements in PHASE I

No.	Item	Cost	125%	Calculation
1	Mobilization	\$8,000	\$10,000	As Bid 11/1/2023 (Provided by Developer)
2	Clear and Grub	\$25,600	\$32,000	As Bid 11/1/2023 (Provided by Developer)
3	Common Excavation	\$85,328.75	\$106,661	As Bid 11/1/2023 (Provided by Developer)
4	Subgrade Correction	\$8,750	\$10,938	As Bid 11/1/2023 (Provided by Developer)
5	Topsoil Respread 6:	\$7,200	\$9,000	As Bid 11/1/2023 (Provided by Developer)
6	Silt Fence	\$7,764.75	\$9,706	As Bid 11/1/2023 (Provided by Developer)
7	Bio Log	\$1,400	\$1,750	As Bid 11/1/2023 (Provided by Developer)
8	Erosion Control Blanket	\$16,065	\$20,081	As Bid 11/1/2023 (Provided by Developer)
9	Seed & Mulch	\$4,500	\$5,625	As Bid 11/1/2023 (Provided by Developer)
10	Storm Sewer	\$183,750	\$229,688	As Bid 11/1/2023 (Provided by Developer)
11	Subgrade Prep Street	\$6,297.5	\$7,872	As Bid 11/1/2023 (Provided by Developer)
12	7" Class 5, 2" Base & 1.5" Wear, Agg Shoulder	\$155,137	\$193,921	As Bid 11/1/2023 (Provided by Developer)
13	Restoration of 88 th St N	\$15,750	\$19,687	As Bid 11/1/2023 (Provided by Developer)
14	McKusick Road Mill & Overlay	\$120,000	\$150,000	As estimated by WSB, City Engineer
15	Crack Seal	\$4,000	\$5,000	As Estimated by City Engineer
16	Survey Monumentation	\$7,500	\$9,375	\$500/lot x 15 lots
	Total	\$657,043	\$821,304	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
1	Construction Administration	\$10,000	City Engineer Estimate
1	Construction Inspection	\$ 50,000	City Engineer Estimate

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2	Materials Testing	\$ 25,000	City Engineer Estimate
3	Attorney Fees	\$ 12,500	Estimate
4	Administrative Fees	\$ 12,500	Estimate
	Total	\$ 110,000	

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