

CITY OF MINNETRISTA



WORK SESSION AGENDA ITEM

Subject: Ponds at Hunters Crest – Developer Default

Prepared By: Gary Peters, Public Works Director
Alyson Fauske, PE (MN), City Engineer

Meeting Date: May 19, 2025

Attachments: Subdivision Agreement, March 25, 2025 letter to the developer,
Warranty Punch List dated May 7, 2025

Issue: There are five items remaining on the warranty punch list for the Ponds at Hunters Crest and the developer is in default. Staff requests council direction on how to proceed.

Overview

Over the past year staff has reached out to the developer seven times regarding the remaining items on the warranty punch list. The last attempt was the attached letter to the developer dated 3/25/2025 notifying them that they're in default of the subdivision agreement and had 30 days to cure the default. As of the date this memo was prepared staff have not heard from the developer.

City crews can take care of four of the five items: sod (Item 3), raise the gate valve (Item 7), grading and restoration around the gate valve at Towns Edge (Item 8), and install adjusting ring on SSMH 10 (Item 10). The estimated cost for the concrete work is \$2,500.

Staff requests city council direction on how to proceed.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



March 25, 2025

Paul Joyce, Vice President of Development Production
QuadRiga Ventures
6200 Baker Road, Suite 200
Eden Prairie, MN 55346

Re: Warranty Punch List – Notice of Default of Subdivision Agreement
The Ponds at Hunters Crest
City Project No. ML-18002
WSB Project No. 011356-000

Dear Mr. Joyce:

In the past year, I have sent numerous emails and a letter notifying you that there are several items that need to be addressed by QuadRiga Ventures/SFP Minnetrista on the enclosed warranty punch list. Due to not addressing these things, QuadRiga Ventures/SFP Minnetrista is in default of Sections 5 and 17 of the Subdivision Agreement. Per the Subdivision Agreement, I am hereby notifying you on behalf of the City of Minnetrista that QuadRiga Ventures/SFP Minnetrista has 30 days to cure the default by completing the punch list in its entirety.

If QuadRiga Ventures/SFP Minnetrista does not cure the default by completing the punch list in its entirety, I intend to bring this matter to the City Council and request that the City perform the outstanding work and assess the costs back to QuadRiga Ventures/SFP Minnetrista.

Sincerely,

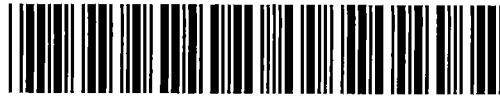
WSB

Alyson Fauske, PE (MN)
Minnetrista City Engineer

Enc. Subdivision Agreement
Warranty Punch List

cc (via email): Jasper Kruggel, City Administrator
Sarah Sonsalla, City Attorney
Gary Peters, Public Works Director
David Abel, Community Development Director
Director of Land Development, SFP Minnetrista, LLC
(via mail 6035 Culligan Way, Minnetonka, MN 55345)

/af



Doc No **A10539795**

Certified, filed and/or recorded on
Mar 29, 2018 1:00 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 120

Pkg ID 1671647C

Attested Copy or Duplicate Original

\$2.00

Document Recording Fee

\$46.00

Document Total

\$48.00

COPY

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COPY

Custom Home Builders Title

SUBDIVISION AGREEMENT

BY AND BETWEEN

THE CITY OF MINNETRISTA

AND

SFP MINNETRISTA, LLC

FOR

THE PONDS AT HUNTERS CREST

This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (AMB)

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This Subdivision Agreement (the "Agreement") is made and entered into this ____ day of _____, 2018 by and between the city of Minnetrista, a municipal corporation under the laws of Minnesota (the "City"), and SFP Minnetrista, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee owner of the property located within the City which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, on December 4th, 2017, the Developer received preliminary approval to plat the Property as Hunters Crest 7th Addition, subject to certain terms and conditions; and

WHEREAS, the Developer has accepted the City's request to rename the plat The Ponds at Hunters Crest (the "Subdivision"); and

WHEREAS, the Developer has now applied for final approval of the plat of the Subdivision; and

WHEREAS, the Developer has contemporaneously petitioned the City for the vacation of a portion of Towns Edge Road, which currently runs through a portion of the Property, and which vacation the City has approved; and

WHEREAS, the City has reviewed the final plat and has determined, subject to the terms contained herein and the terms and conditions of final plat approval, that the final plat of the Subdivision complies with city ordinances and terms and conditions of preliminary plat approval; and

WHEREAS, the approval of the final plat of The Ponds at Hunters Crest is contingent upon the Developer entering into a subdivision agreement satisfactory to the City regarding the Subdivision.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Right to Proceed.

The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- a) the final plat of The Ponds at Hunters Crest has been recorded with Hennepin County;
- b) this Agreement has been executed by the Developer and the City and recorded with Hennepin County;

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- c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- d) final engineering and construction plans in digital form for the Subdivision Improvements (as hereinafter defined) have been submitted by the Developer and approved by the city engineer;
- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Subdivision, including the costs associated with the preparation of the plans and specifications for the city-designed lift station to be constructed by Developer;
- f) the Developer has executed the Stormwater Maintenance Agreement in the form attached hereto as Exhibit C;
- g) all erosion control measures are in place;
- h) the Developer has received all required permits from the Minnehaha Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council, Hennepin County and any other entity having jurisdiction over the Subdivision;
- i) the Developer has paid the sanitary sewer and water trunk charges, the siren fee, sanitary sewer connection charge, tree replacement fee, and the park dedication fee required by this Agreement;
- j) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the city engineer and staff; and
- k) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed.

2. Plans; Subdivision Improvements. a) The Developer agrees to develop the Subdivision in accordance with this Agreement, the final plat of The Ponds at Hunters Crest, and the terms and conditions of City resolution nos. 218-17 and 35-18, respectively, which resolutions are hereby incorporated by reference into this Agreement and made a part hereof. The Developer also agrees to construct all required Subdivision Improvements within the Subdivision in accordance with the approved engineering and construction plans (collectively, the "Plans"). The documents which constitute the Plans are those on file with and approved by the City and are listed on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Subdivision Improvements"):

- 1. site grading;
- 2. sanitary sewer;
- 3. sanitary sewer pumping station (lift station);
- 4. streets;
- 5. municipal water distribution system;
- 6. Stormwater Improvements, including both the Stormwater Sewer and the Private Stormwater Facilities; and

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7. landscaping.

c) All work performed by or on behalf of the Developer related to construction of the Subdivision Improvements shall be restricted to the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday. All work related to construction of the houses within the Subdivision which involves a level of noise likely to unreasonably annoy nearby residents shall also be restricted to the same hours.

3. Erosion Control. a) All construction regarding the Subdivision Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's current permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program. No portion of the Property may be graded before an erosion control plan approved by the City is implemented. The City may impose additional reasonable erosion control requirements after the City's initial approval if the City deems such necessary due to a change in conditions. All areas disturbed by grading shall be reseeded promptly after the completion of the work in that area unless construction of utilities, buildings or other improvements is anticipated immediately 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 received from the City, the City may take such action as it deems reasonably necessary to control erosion based on the urgency of the situation. The City agrees to make reasonable efforts to provide notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but no or limited notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder.

c) The Developer agrees to reimburse the City for all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Subdivision Improvements will be allowed and no building permits will be issued within the Subdivision unless the Developer is in full compliance with the erosion control requirements. The erosion control measures specified in the Plans or otherwise required within the subdivision shall be binding on the Developer and its successors and assigns.

4. Site Grading; Haul Routes. a) All site grading must be done in compliance with the Plans, required erosion control measures and all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. 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.

b) The Developer agrees that any fill material which must be brought to or removed from the Subdivision while grading or during construction of the Subdivision Improvements or

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any homes within the Subdivision will be transported using the haul route. The established haul route shall be Hunters Trail to County Road 92.

5. Construction of Subdivision Improvements. a) All Subdivision Improvements shall be installed in accordance with this Agreement, the Plans, all other city approvals, the City's subdivision regulations, the City's engineering standards (as hereinafter defined) for utility construction and the requirements of the reports from the City engineer dated November 13, 2017, November 15, 2017, and February 14, 2018, respectively. The Developer shall submit plans and specifications for the Subdivision Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the Minnehaha Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council, Hennepin County and any other agency having jurisdiction over the Subdivision before proceeding with construction. The City shall inspect all work at the Developer's expense. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

b) No building permit shall be issued for any structure within the Subdivision until streets, sanitary sewer, and water are available to the lot in question. If building permits are issued prior to the completion and acceptance of all Subdivision Improvements serving any lot, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all utilities have been completed for the Subdivision. All utilities within the Subdivision shall be placed underground. Notwithstanding the provisions contained in this Section 5 b), the Developer may apply for one building permit to build a model home on one lot located adjacent to Hunters Trail. Prior to the City issuing a certificate of occupancy for such lot, the Developer shall ensure that all utilities have been completed and connected to service the lot proposed to be constructed upon, but the Developer need not construct the street serving that lot until a future date.

c) Within 45 days after the completion of the Subdivision Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and three complete sets of paper "as constructed" plans, each prepared in accordance with City standards and in AutoCAD format based on Hennepin County coordinates. Sanitary sewer, water and stormwater "as constructed" plans shall also be submitted to the City in GIS format compatible with ArcMap 10 in the coordinates 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. All Subdivision Improvements required by this Agreement shall be completed by no later than December 31, 2018, except as specifically noted otherwise in this Agreement.

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d) The Developer agrees to require its contractor to provide the City with a warranty bond which covers against defects in labor and materials for the streets, sanitary sewer, municipal water distribution system, stormwater facilities and landscaping (the "Warranted Improvements") for a period of two years from the date of their acceptance by the City or from their completion if they are not to be dedicated to the City. During such period, the Developer agrees to repair or replace any Warranted Improvements, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether any of the Warranted Improvements shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace any defective Warranted Improvements during the warranty period, the City may repair or replace the defective portion and may use the Letter of Credit, as hereinafter defined, to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Warranted Improvements repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the lots within the Subdivision except those which have been sold to homeowners. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Warranted Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

6. Streets. a) The Developer agrees to construct the public streets within the Subdivision in accordance with City specifications and the Plans. The City's specifications for the streets to be constructed within the Subdivision are contained in the most recent edition of its engineering standards (the "Engineering Standards"), which is hereby incorporated into this Agreement by reference. If there is a conflict between the Plans and the Engineering Standards, the Engineering Standards shall prevail except when an alternative has been explicitly approved in writing by the City.

b) Following completion of the Subdivision streets and inspection thereof by the city engineer and receipt of the required warranty bond, the City agrees to accept the streets for maintenance if they are deemed by the City to have been constructed according to City specifications, including the Engineering Standards and the Plans. Removal of snow and ice from the Subdivision streets shall remain the responsibility of the Developer until the City accepts the streets for maintenance.

c) The streets shall be completed by no later than the date for completion of all Subdivision Improvements except that the final wear course of bituminous on the streets shall not be completed until two-thirds of the homes within the Subdivision have been completed or until two years from the date of the issuance of the first building permit, whichever occurs first. The Developer shall also repair or replace all broken or failing curbs and sidewalks at the time of installation of the final wear course of bituminous within the Subdivision.

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d) In order to allow the Developer to construct the streets and utility improvements within the Subdivision, the City hereby agrees to grant to the Developer a temporary easement for purposes of street and utility installation over, under and across the Subdivision rights-of-way. The temporary easement will commence upon filing of the plat of The Ponds at Hunters Crest with Hennepin County and shall terminate upon completion and acceptance by the City of the work described herein regarding road and utility construction to serve the Subdivision.

e) The Developer agrees to pay to the City \$13,562.00 at the time of final plat approval as an escrow towards seal coating the streets within the Subdivision. The escrow shall be used by the City to seal coat the streets once within five years after completion. The City agrees to return to the Developer, without interest, any amount of the escrow in excess of the cost of the first seal coating within 60 days of completion of the seal coating.

7. Sanitary Sewer and Water Improvements. a) The Developer agrees to construct sanitary sewer and water lines to serve the lots within the Subdivision. The Developer's work in constructing and extending the utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. The sanitary sewer and water Subdivision Improvements will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. The City agrees to accept the sanitary sewer and water improvements for maintenance after receipt of the required warranty bond if they are deemed by the City to have been constructed according to City specifications, including the Engineering Standards and the Plans.

b) The City shall design the lift station to be incorporated into the Developer's design and construction of the sanitary sewer and water improvements. The Developer agrees to construct the lift station in accordance with the design and specifications provided by the city engineer. The Developer shall reimburse the City for all of its costs incurred in the preparation of the plans and specifications for the sanitary sewer lift station herein required.

8. Stormwater Improvements. a) The Developer agrees to construct certain stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements (the "Stormwater Improvements"). The Stormwater Improvements include but are not limited to the ponds and all other improvements constructed by Developer as shown on the Plans and as defined in the Stormwater Maintenance Agreement attached hereto as Exhibit C.

b) The Stormwater sewer drainage inlets and pipes serving the Subdivision (the "Stormwater Sewer") will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City. The City agrees to accept the Stormwater Sewer for maintenance once it is deemed by the City to have been constructed according to City specifications, including the Engineering Standards and Plans.

c) Certain of the Stormwater Improvements, specifically, the ponds, basins, inlet pipes, outlets, and outlet pipes serving the Subdivision (the "Private Stormwater Facilities"), will remain private and will be maintained by the Developer at its sole expense until taken over by the HOA, as herein defined, of the lots within the Subdivision. The City does not intend to accept the Private

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Stormwater Facilities as public and does not intend to maintain them. In order to meet the requirements of the Minnehaha Creek Watershed District and City code, the Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as Exhibit C. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer constructs the Stormwater Improvements and the homeowners in the Subdivision maintain the Private Stormwater Facilities and to give the City the right but not the obligation to do so if the Developer or the HOA fail in its or their obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Subdivision and will run with the land. The Developer acknowledges that i) the Private Stormwater Facilities have not and will not be accepted by the City; ii) the City does not plan to maintain or pay for maintenance, repair or replacement of the Private Stormwater Facilities and that the Developer initially and the HOA ultimately will have responsibility for such work; iii) the City has the right but not the obligation to perform necessary work upon the failure or refusal by the Developer or the HOA to do so; and iv) if the City performs any work on the Private Stormwater Facilities, the City has the right to specially assess or otherwise recover the cost of such work against all the lots within the Subdivision which may exist at the time of such work.

9. Street Vacation; Temporary Access. a) The Developer has requested that the City vacate that certain portion of Towns Edge Road which currently exists, and is travelled upon, through the Property. Such road currently provides access to the neighboring property to the west. The City has, after public hearing and consideration, approved such vacation. The City shall cause a notice of completion of the vacation to be filed with the appropriate Hennepin County offices.

b) The Developer, as a condition of the City's vacation proceeding and this Agreement, is required to provide the City with adequate evidence of reasonable alternative access which shall be provided to the neighboring property owner. Such evidence shall be in a form acceptable to the city attorney, and such reasonable alternative access shall be approved by the city engineer.

10. Driveway Easement. The Developer proposes to construct certain lots within the subdivision which lack direct access to a public right-of-way. The Developer shall prepare and provide to the City a shared driveway maintenance agreement, as well as a driveway easement, which provides perpetual access rights to the owners of Lots 20 and 21, Block 2, which access shall run over and across a portion of Lot 22, Block 2. Such maintenance agreement and easement shall be in a form acceptable to the city attorney. Upon approval by the City, the Developer shall be responsible for recording such easement and maintenance agreement against the affected parcels, and shall provide the City with evidence of such recording. The City shall not issue a building permit for Lots 21 or 22 until such easement and maintenance agreement have been recorded.

11. Homeowners' Association. The Developer intends to establish a homeowners' association (the "HOA"), which includes all land within The Ponds at Hunters Crest. The Developer further intends to transfer the ownership and ongoing maintenance responsibilities for all Subdivision Improvements which are not accepted by the City to the HOA. The Developer shall record a Declaration of Covenants (the "Declaration") in a form satisfactory to the City,

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whereby the Developer adequately provides for the ongoing ownership and maintenance of the Subdivision Improvements.

12. Landscaping; Tree Replacement. a) The Developer agrees to install landscaping within the Subdivision in accordance with the Plans. All landscaping shall include hardy, non-invasive and drought tolerant species appropriate for Minnesota. All landscaping materials shall be maintained and replaced by Developer if they die within two years of installation.

b) The Developer shall submit a tree replacement plan acceptable to the City or pay a tree replacement fee of \$142,400.00 to the City's Tree Replacement and Environmental Enhancement Fund at the time of approval of the final plat of The Ponds at Hunters Crest.

13. Letter of Credit. a) In order to ensure completion of the Subdivision Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work on the Subdivision Improvements a letter of credit (the "Letter of Credit") in the amount of \$1,083,989.25. This amount required represents 150 percent of the maximum risk exposure for the City as calculated by the city engineer, based on the anticipated sequence of construction and the estimated cost of each element of the Subdivision Improvements, rather than the aggregate cost of all required Subdivision Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Subdivision Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the elements of the work covered by the Letter of Credit is itemized on Exhibit D attached hereto. The Letter of Credit shall be issued by a bank licensed to do business in the United States determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Subdivision Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

b) The City agrees that prior to drawing on the Letter of Credit it will provide notice to the Developer and a period of no less than 30 days for the Developer to cure the default. Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Letter of Credit.

c) Periodically and upon request by the Developer, the City agrees to reduce the Letter of Credit to an amount roughly equal to 150 percent of the cost of the remaining work and unpaid fees, subject to evaluation of the City's maximum risk exposure, delivery of the required warranty bond(s) to the City and 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 following expiration of the two-year warranty period for the landscaping; satisfaction of all financial obligations by the Developer to the City; and completion of all other financial requirements of this Agreement. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the work on the Subdivision Improvements and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Subdivision. Notwithstanding anything

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herein to the contrary, the Letter of Credit shall not be reduced to less than \$50,000, until such time as the City releases the entire Letter of Credit.

d) It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

e) If at any time the City reasonably determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, 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 or if the existing Letter of Credit will expire prior to the end of the 30 days, the City may draw under the existing Letter of Credit.

14. Trunk Charges and Connection Rates; Siren Fee. a) The Developer agrees to pay a sanitary sewer trunk fee of \$1,100.00 per net acre above the ordinary high water level at the time of approval of the final plat of The Ponds at Hunters Crest. The total net acreage is 14.32 acres resulting in a total fee of \$15,752.

b) The Developer agrees to pay a water trunk fee of \$8,900.00 per net acre above the ordinary high water level at the time of approval of the final plat of The Ponds at Hunters Crest. The total net acreage is 14.32 acres resulting in a total fee of \$127,448.

c) Sanitary sewer connection fees are \$1,100.00 per lot and shall be due at the time of issuance of each building permit.

d) Water connection fees are \$2,900.00 per lot and shall be due at the time of issuance of each building permit.

e) The Developer agrees to pay the City a siren fee of \$1,984.00 at the time of approval of the final plat of The Ponds at Hunters Crest.

f) In addition, the Developer shall pay a \$850 per lot sanitary sewer connection charge to the City, which the City shall remit to the City of St. Bonifacius pursuant to the agreement entered into between the cities of Minnetrista and St. Bonifacius related to development of the certain properties within the City which will use St. Bonifacius' sanitary sewer lines. This fee entitles the Developer to connect the sanitary sewer lines to the lines owned and operated by St. Bonifacius in lieu of the City requiring the Developer to construct sanitary sewer lines to connect to the City's lines.

Except for the fees contained in f), above, such fees shall represent the current 2018 rates included in the City's approved fee schedule. In the event that the Developer applies for any permit or approval which triggers any corresponding fee, the Developer shall be obligated to pay

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the then current rate, as contained in the City's then current fee schedule. The fee associated with f), above, shall be set as defined by the agreement entered between the cities of Minnetrista and St. Bonifacius, as such may be amended from time to time.

15. Park Dedication Requirements. The Developer agrees to pay the City at the time of approval of the final plat of The Ponds at Hunters Crest a park dedication fee of \$72,000.00 in lieu of land dedication.

16. Responsibility for Costs. The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees.

17. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, and following reasonable notice and opportunity to cure, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

18. 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 Subdivision Improvements, 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.

19. Floodplain Regulations. a) No structures, including fences and accessory structures, may be constructed within the Subdivision below the regulatory flood protection elevation. The Developer must comply with the requirements of the City with regard to flood protection. Any utilities which are installed by the Developer on ground, the surface of which is below the regulatory flood protection elevation, must be flood proof in accordance with the state building code and City requirements.

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20. No Building Permits Approved; Certificates of Occupancy. a) Approvals granted herein by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for 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 Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded and all landscaping installed in accordance with the Plans, the driveway has been installed, the footing drain tile or sump pump, if any, is discharging in an approved location, the water service valve is in proper working order and an as built survey of the lot has been submitted and approved by the City. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

21. Clean up and Dust Control. The Developer shall clean dirt and debris on a daily basis from all roads which may be utilized for or are otherwise affected by construction work undertaken by the Developer, its contractors, agents, or assigns, including any party constructing houses within the Subdivision. Prior to any construction within the Subdivision, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

22. Compliance with Laws; Applicable Law. a) The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Subdivision. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for lots within the Subdivision.

b) This Agreement shall be construed according to the laws of Minnesota.

23. Agreement Runs With the Land. a) All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Notwithstanding the foregoing, upon creation of a homeowners' association for the Property by an instrument in a form satisfactory to the City which assumes and agrees to perform the obligations and responsibilities of the Developer under this Agreement, the HOA shall be bound by all terms and conditions of this Agreement as if it were the original signatory hereto and the Developer, its successors and assigns, shall be released from all personal liability under this Agreement but the Property shall remain subject to the terms and conditions of this Agreement.

b) Notwithstanding paragraph a) above, upon completion of the work required of it under this Agreement, but with the exception of the Stormwater Maintenance Agreement,

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and after the Letter of Credit has been released pursuant to Paragraph 13(c) above, upon written request of the Developer or the HOA, the City shall execute a satisfaction of the terms of this Agreement from the Property within thirty (30) days of such request. To the extent that the City believes that any obligations remain unsatisfied under this Agreement, it shall not be obligated to issue a satisfaction hereunder until such time as the Developer has satisfied all outstanding obligations hereunder. The Stormwater Maintenance Agreement shall not be included in any such release or satisfaction.

24. Assignment. The Developer may not assign this Agreement without the prior written permission of the City.

25. 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: Tom Bakritges, Director of Land Development
SFP Minnetrista, LLC
6035 Culligan Way
Minnetonka, MN 55345

b) as to City: City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364
Attention: City Administrator

with a copy to: Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

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 notify the City if there is any change in its name or address.

26. Severability. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

27. Non-waiver. Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. 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

EXECUTION COPY

the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

28. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

29. Wetlands. The Developer's plans will affect wetlands within the Subdivision. The Developer has proposed to mitigate this wetlands loss through purchase of wetlands banking credit. The TEP members are in concurrence with the proposed wetland credit purchase, but the public may comment on the project through February 23, 2018. The Developer agrees to comply with the terms and conditions of the wetlands replacement plan which is ultimately approved for the Subdivision.

EXECUTION COPY

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

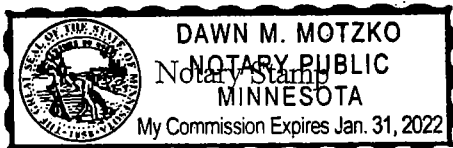
CITY OF MINNETRISTA

By: Pam Mortenson
Pam Mortenson, Acting Mayor

By: Kris Linquist
Kris Linquist, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21 day of March, 2018, by Kris Linquist, the city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

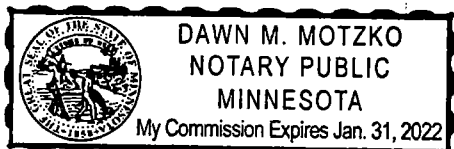


Dawn M. Motzko
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Pam Mortenson, the Acting Mayor, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Stamp

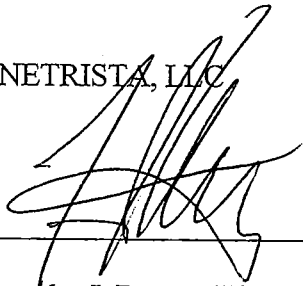


Dawn M. Motzko
Notary Public

EXECUTION COPY

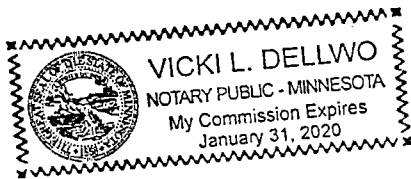
SFP MINNETRISTA, LLC

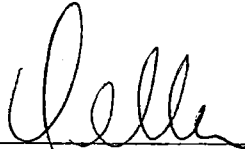
By:


Timothy J. Brown, Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 27 day of March 2018, by Timothy J. Brown, the Vice President of SFP Minnetrista, LLC, a Minnesota limited liability company, on behalf of the company.




Notary Public

This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (AMB)

EXECUTION COPY

EXHIBIT A TO SUBDIVISION AGREEMENT

Legal Description of the Subdivision

The land to which this Development Agreement applies is legally described as follows:

Parcel 1: Outlot E, Hunters Crest 3rd Addition, Hennepin County, Minnesota;

Parcel 2: Outlot D, Hunters Crest 6th Addition, Hennepin County, Minnesota;

Parcel 3: Outlot G, Hunters Crest 6th Addition, Hennepin County, Minnesota; and

Parcel 4: That part of the West One Half (W ½) of the Southeast Quarter (SE ¼) of Section 31, Township 117, North, Range 24 West, of the 5th Principal Meridian, lying North of the Northwesterly line of the Dakota Rail Inc., formerly known as Great Northern Railroad, right of way, Hennepin County, Minnesota described as follows:

Commencing at the Southwest corner of said West Half; thence on an assumed bearing of North 00 degrees 44 minutes 16 seconds West along the West line of said West Half, a distance of 1313.52 feet to the point of beginning; thence South 62 degrees 00 minutes 57 seconds East to the intersection with a line 66.00 feet northwesterly of, as measured at right angles to the Northwesterly right of way line of said Dakota Rail Inc.; thence South 48 degrees 13 minutes 53 seconds West along a line parallel with the Northwesterly right of way line of said Dakota Rail Inc., a distance of 467.12 feet to the Northerly right of way of TOWNS EDGE ROAD, according to the recorded plat thereof on file and of record in the office of the County Recorder, Hennepin County, Minnesota; thence southeasterly along the Northerly right of way line of said Towns Edge Road to the Northwesterly right of way line of said Dakota Rail Inc.; thence South 48 degrees 13 minutes 53 seconds West along the Northwesterly right of way line of said Dakota Rail Inc. a distance of 635.98 feet to the West line of said West Half; thence North 00 degrees 44 minutes 16 seconds West, along the West line of said West Half a distance of 1191.68 feet to the point of beginning.

EXHIBIT B TO SUBDIVISION AGREEMENT

List of Plan Documents

The following Plan sheets constitute the Plans, all of which are dated 12/28/2017 with a revision date of 2/20/2018 and were prepared by Rick L. Osberg, P.E., of James R. Hill, Inc.:

THE PONDS AT HUNTERS CREST

List of Plan Documents

FINAL GRADING, DRAINAGE, EROSION & SEDIMENT CONTROL, SANITARY SEWER, WATERMAIN, STORM SEWER, AND STREET CONSTRUCTION PLANS

| SHEET | NAME | PREPARED BY | DATE | REVISION DATE |
|-------------------|---|---------------------------|------------|---------------|
| 1.10 | TITLE SHEET | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 1.20 | SITE INFORMATION | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 1.30 | EXISTING DRAINAGE MAP | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 1.40 | PROPOSED DRAINAGE MAP | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 2.10 | EXISTING CONDITIONS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.10 | FINAL EROSION & SEDIMENT CONTROL PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.20 | FINAL EROSION & SEDIMENT CONTROL PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.30 | EROSION & SEDIMENT CONTROL DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.40 | EROSION & SEDIMENT CONTROL DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.10 | FINAL GRADING & DRAINAGE PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.20 | FINAL GRADING & DRAINAGE PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.30 | WETLAND BUFFER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.40 | WETLAND BUFFER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.50 | ALTERNATE ACCESS PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 5.10 | SANITARY SEWER & WATERMAIN PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 5.20 | SANITARY SEWER & WATERMAIN PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 5.30 | SANITARY SEWER & WATERMAIN PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 6.10 | STORM SEWER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 6.20 | STORM SEWER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 6.30 | STORM SEWER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 7.10 | STREET CONSTRUCTION | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 7.20 | STREET CONSTRUCTION | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 7.30 | STREET CONSTRUCTION | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 8.10 | PRELIMINARY TREE PRESERVATION PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 8.20 | PRELIMINARY TREE PRESERVATION PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 9.10 | DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 9.20 | DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 9.30 | DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| L1.0 | LANDSCAPE PLAN - NORTH | Benjamin D. Hartberg, PLA | 10/27/2017 | 2/7/2018 |
| L2.0 | LANDSCAPE PLAN - SOUTH | Benjamin D. Hartberg, PLA | 10/27/2017 | 2/7/2018 |
| L3.0 | LANDSCAPE DETAILS | Benjamin D. Hartberg, PLA | 10/27/2017 | 2/7/2018 |
| FINAL PLAT | | | | |
| 1 | Sheet 1 of 3 sheets - The Ponds at Hunter's Crest | James R. Hill, Inc. | UNDATED | |
| 2 | Sheet 2 of 3 sheets - The Ponds at Hunter's Crest Inset A | James R. Hill, Inc. | UNDATED | |
| 3 | Sheet 3 of 3 sheets - The Ponds at Hunter's Crest Inset B | James R. Hill, Inc. | UNDATED | |

**EXHIBIT C TO
SUBDIVISION AGREEMENT**

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the city of Minnetrista, a Minnesota municipal corporation (the "City") and SFP Minnetrista, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee owner of certain real property located in Hennepin County, Minnesota, legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer has platted the Property as The Ponds at Hunters Crest (the "Subdivision"); and

WHEREAS, the City has obtained drainage and utility easements over portions of the Subdivision (the "Easement Areas"); and

WHEREAS, by a separate subdivision agreement (the "Subdivision Agreement"), the Developer has agreed to construct certain stormwater facilities (the "Stormwater Improvements") for the benefit of the Subdivision; and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include stormwater ponds and accompanying structures. The location of the Stormwater Improvements are shown on the Plan sheets listed on Exhibit B attached hereto; and

WHEREAS, the Minnehaha Creek Watershed District requires permanent provisions for handling of storm runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, as a condition of approval of the Subdivision, the City and the Developer must enter into a maintenance agreement regarding the Stormwater Improvements.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Developer, for itself and its successor or assigns, agrees to maintain certain of the Stormwater Improvements, specifically the ponds, basins, inlet pipes (from the nearest upstream inlet structure), outlets, and outlet pipes serving the Subdivision (the "Private Stormwater Facilities"), and observe all drainage laws

governing the operation and maintenance of the Private Stormwater Facilities. The Developer shall make periodic inspection and perform maintenance of those items applicable to the Private Stormwater Facilities described in Exhibit C attached hereto. The Developer shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities; and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Private Stormwater Facilities, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property, which obligation shall be assigned in accordance with section 7 of this Agreement.

2. City's Maintenance Rights. The City has the right but not the obligation to maintain the Private Stormwater Facilities if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Private Stormwater Facilities in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that the responsible party is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If the responsible party does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Easement Areas and such portions of the Subdivision as may reasonably be necessary to gain access to the Easement Areas to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Developer or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Private Stormwater Facilities within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all the lots within the Subdivision in existence at the time of such work. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Private Stormwater Facilities benefits the Subdivision in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the responsible party for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the responsible party, and the responsible party shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its employees, contractors and agents against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation, or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall

indemnify and hold harmless the City, its employees, contractors, or agents for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, contractors or agents.

4. Costs of Enforcement. The Developer agrees, on behalf of itself and its successor and assigns, to reimburse the City for all costs reasonably incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees. This obligation runs with the land and shall bind the Developer's successors and assigns.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota law.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a) as to Developer: Tom Bakritges, Director of Land Development
SFP Minnetrista, LLC
6035 Culligan Way
Minnetonka, MN 55345

b) as to City: City of Minnetrista
7701 County Road 110 West
Minnetrista, MN 55364
ATTN: City Administrator

with a copy to: Ronald H. Batty
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property. Notwithstanding the foregoing, upon creation of a homeowners' association for the Property (the "HOA") by an instrument in a form satisfactory to the City which assumes and agrees to perform the obligations and responsibilities of the Developer under this Agreement, the HOA shall be bound by all terms and conditions of this Agreement as if it were the original signatory hereto and the Developer, its successors and assigns, shall be released from all personal liability under this Agreement but the Property shall remain subject to the terms and conditions of this Agreement.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

SFP MINNETRISTA, LLC

By: _____

Timothy J. Brown, Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Timothy J. Brown, the Vice President of SFP Minnetrista, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

CITY OF MINNETRISTA

By: _____
Lisa Whalen, Mayor

By: _____
Kris Linquist, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Lisa Whalen and Kris Linquist, the mayor and the city clerk, respectively, of the city of Minnetrista, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The property to which this Stormwater Maintenance Agreement applies is legally described as follows:

All of the land platted as The Ponds at Hunter's Crest, Hennepin County, Minnesota, including the following parcels:

Lots 1-8, Block 1; Lots 1-22, Block 2; Lot 1, Block 3; and Outlots A, B, and C, The Ponds at Hunter's Crest.

(Abstract Property)

**EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT**

The Stormwater Improvements are depicted on the following Plan Sheets dated 12/28/2017 with a revision date of 2/20/2018, and prepared by Rick L. Osberg, P.E., of James R. Hill, Inc:

THE PONDS AT HUNTERS CREST

List of Plan Documents

**FINAL GRADING, DRAINAGE, EROSION & SEDIMENT CONTROL, AND STORM SEWER, CONSTRUCTION
PLANS**

| SHEET | NAME | PREPARED BY | DATE | REVISION DATE |
|--------------|---------------------------------------|--------------------|-------------|--------------------------|
| 1.30 | EXISTING DRAINAGE MAP | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 1.40 | PROPOSED DRAINAGE MAP | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.10 | FINAL EROSION & SEDIMENT CONTROL PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.20 | FINAL EROSION & SEDIMENT CONTROL PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.30 | EROSION & SEDIMENT CONTROL DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 3.40 | EROSION & SEDIMENT CONTROL DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.10 | FINAL GRADING & DRAINAGE PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.20 | FINAL GRADING & DRAINAGE PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.30 | WETLAND BUFFER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 4.40 | WETLAND BUFFER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 6.10 | STORM SEWER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 6.20 | STORM SEWER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 6.30 | STORM SEWER PLAN | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 9.20 | DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |
| 9.30 | DETAILS | Rick L. Osberg, PE | 12/28/2017 | 2/20/2018 |

EXHIBIT C TO STORMWATER MAINTENANCE AGREEMENT

Inspection and Maintenance Schedule

Stormwater Ponds:

Inspection and maintenance shall be made consistent with the most recent version of the Minnesota Stormwater Manual or other subsequent manual as dictated by the City. At the time of execution of this Agreement, the schedule can be found in Table 12.POND.4 of the Minnesota Stormwater Manual as follows:

| Table 12.POND.4: Typical Inspection/Maintenance Frequencies for Ponds | | |
|---|--|--|
| Inspection Items | Maintenance Items | Frequency |
| Ensure that at least 50% of wetland plants survive Check for invasive wetland plants. | Replant wetland vegetation | One time - After First Year |
| Check that maintenance access is free and clear. Inspect low flow orifices, reverse flow pipes, and other pipes for clogging Check the permanent pool or dry pond area for floating debris, undesirable vegetation. Investigate the shoreline for erosion Monitor wetland plant composition and health. Look for broken signs, locks, and other dangerous items. | Mowing – minimum Spring and Fall Remove debris Repair undercut, eroded, and bare soil areas. | Monthly to Quarterly or After Major Storms (>1") |
| Monitor wetland plant composition and health. Identify invasive plants Ensure mechanical components are functional | Trash and debris clean-up day Remove invasive plants Harvest wetland plants Replant wetland vegetation Repair broken mechanical components if needed | Semi-annual to annual |
| All routine inspection items above Inspect riser, barrel, and embankment for damage Inspect all pipes Monitor sediment deposition in pond and forebay | Pipe and Riser Repair Forebay maintenance and sediment removal when needed | Every 1 to 3 years |
| Monitor sediment deposition in pond and forebay | Forebay maintenance and sediment removal when needed | 2-7 years |
| Remote television inspection of reverse slope pipes, under-drains, and other hard to access piping | Sediment removal from main pond/ wetland Pipe replacement if needed | 5-25 years |

Stormwater Pond Sand Filters:

Inspection and maintenance shall be made consistent with the most recent version of the Minnesota Stormwater Manual or other subsequent manual as dictated by the City. At the time of execution of this Agreement, the schedule can be found in Table 12.FIL.4 of the Minnesota Stormwater Manual as follows:

| Table 12.FIL.4. Recommended Maintenance Activities for Media Filters (Sources: WMI, 1997; Pitt, 1997) | |
|--|--------------|
| Activity | Schedule |
| <ul style="list-style-type: none"> If filter bed is clogged or partially clogged, manual manipulation of the surface layer of sand may be required. Remove the top few inches of media, rolo-till or otherwise cultivate the surface, and replace media with like material meeting the design specifications. Replace any filter fabric that has become clogged. | As needed |
| <ul style="list-style-type: none"> Ensure that contributing area, facility, inlets and outlets are clear of debris. Ensure that the contributing area is stabilized and mowed, with clippings removed. Remove trash and debris. Check to ensure that the filter surface is not clogging (also check after storms greater than about 1"). Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system. If permanent water level is present in pre-treatment chamber (e.g., perimeter sand filter), ensure that the chamber does not leak, and normal pool level is retained. | Monthly |
| <ul style="list-style-type: none"> Check to see that the filter bed is clean of sediment and the sediment chamber is not more than 6 inches of sediment. Remove sediment as necessary. Make sure that there is no evidence of deterioration, spalling or cracking of concrete. Inspect grates (perimeter sand filter). Inspect inlets, outlets and overflow spillway to ensure good condition and no evidence of erosion. Repair or replace any damaged structural parts. Stabilize any eroded areas. Ensure that flow is not bypassing the facility. Ensure that no noticeable odors are detected outside the facility. | Annually |
| <ul style="list-style-type: none"> Remove and replace the top 2-5 inches of media every 3 to 5 years for low sediment applications, more often for areas of high sediment yield or high oil and grease. | 3 to 5 years |

In addition to the above, ponds shall be inspected annually to determine if draw down occurs within 48 hours, and corrections made if the time exceeds 48 hours.

EXHIBIT D **TO SUBDIVISION AGREEMENT**

Estimated cost of the Subdivision Improvements for purposes of calculation of the Letter of Credit are as follows:

ENGINEER'S PRELIMINARY CONSTRUCTION ESTIMATE

7

DATE: February 5, 2018

PROJECT: THE PONDS AT HUNTERS CREST

OWNER: SFP MINNETRISTA, LLC

TYPE OF WORK: SANITARY SEWER, WATERMAIN, STORM SEWER & STREET CONSTRUCTION

| SUMMARY | ORIGINAL CONTRACT TOTALS | CURRENT CONTRACT TOTALS | ACTUAL TOTALS | | remaining | LC | TOTAL RELEASED |
|---------------------------------|-----------------------------|----------------------------|------------------|--------------|----------------|----------------|-------------------|
| TOTAL SITE GRADING | \$ 404,245.00 | \$ - | \$ - | | \$1,800,000.00 | \$2,700,000.00 | |
| TOTAL SANITARY SEWER | \$ 411,582.80 | \$ - | \$ - | \$100,000.00 | \$1,700,000.00 | \$2,550,000.00 | \$150,000.00 |
| TOTAL WATERMAIN | \$ 183,491.00 | \$ - | \$ - | \$100,000.00 | \$1,600,000.00 | \$2,400,000.00 | \$300,000.00 |
| TOTAL STORM SEWER | \$ 198,206.00 | \$ - | \$ - | \$100,000.00 | \$1,500,000.00 | \$2,250,000.00 | \$450,000.00 |
| TOTAL INFILTRATION CONSTRUCTION | \$ 49,185.00 | \$ - | \$ - | \$100,000.00 | \$1,400,000.00 | \$2,100,000.00 | \$600,000.00 |
| TOTAL STREET CONSTRUCTION | \$ 475,288.46 | \$ - | \$ - | \$100,000.00 | \$1,300,000.00 | \$1,950,000.00 | \$750,000.00 |
| GRAND TOTAL | \$ 1,721,978.26 | \$ - | \$ - | \$100,000.00 | \$1,200,000.00 | \$1,800,000.00 | \$900,000.00 |
| | | | | \$100,000.00 | \$1,100,000.00 | \$1,650,000.00 | \$1,050,000.00 |
| | | | | \$100,000.00 | \$1,000,000.00 | \$1,500,000.00 | \$1,200,000.00 |
| | | | | \$100,000.00 | \$900,000.00 | \$1,350,000.00 | \$1,350,000.00 |
| | | | | \$100,000.00 | \$800,000.00 | \$1,200,000.00 | \$1,500,000.00 |
| | | | | \$100,000.00 | \$700,000.00 | \$1,050,000.00 | \$1,650,000.00 |
| | | | | \$100,000.00 | \$600,000.00 | \$900,000.00 | \$1,800,000.00 |
| | | | | \$100,000.00 | \$500,000.00 | \$750,000.00 | \$1,950,000.00 |
| | | | | \$100,000.00 | \$400,000.00 | \$600,000.00 | \$2,100,000.00 |
| | | | | \$100,000.00 | \$300,000.00 | \$450,000.00 | \$2,250,000.00 |
| | | | | \$100,000.00 | \$200,000.00 | \$300,000.00 | \$2,400,000.00 |
| | | | | \$100,000.00 | \$100,000.00 | \$150,000.00 | \$2,550,000.00 |
| | | | | \$100,000.00 | \$0.00 | \$0.00 | \$2,700,000.00 |
| City Greatest Exposure | \$ 722,659.46 | | | | | | |
| | x 150% | | | | | | |
| LOC AMOUNT = | \$1,083,989 | | | | | | |



701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tele: 763-541-4800
Fax: 763-541-1700

Punch List

Date: September 23, 2022

Field Representative: Matt Havlik

Project Description Ponds at Hunters Crest

Client City of Minnetrista

WSB Proj. No.: 011356-000

Contractor Homestead Partners

S.P. / S.A.P. No: _____

Foreman/Supt: Ralph Murphy

Preliminary: _____ Partial: _____ Final: _____ Warranty: ☒

| Item No. | Description | Date Accepted |
|----------|---|---------------|
| 1 | Add material behind curb on north side of entrance | 7/25/2023 |
| 2 | Add material between curb and sidewalk on southend of project | 7/25/2023 |
| 3 | Place sod between curb and walk on project | |
| 4 | Clean dirt and overgrowth from sidewalk south of entrance | 7/25/2023 |
| 5 | Raise gate valve in intersection of Maas Dr. and Maas Circle | 7/25/2023 |
| 6 | Replace dead boulevard trees | 7/25/2023 |
| 7 | Adjust gate valve in intersection of Maas Dr. and Towns Edge | |
| 8 | Grade around gate valve at end of pavement on Towns Edge | |
| 9 | Replace marked curb and gutter, and sidewalk. | |
| 10 | Uncover SSMH 10 | |
| 11 | SSMH 5 has infiltration at the 1st joint from bottom | 7/25/2023 |
| 12 | SSMH 13 has infiltration at 4th joint from bottom | 7/25/2023 |
| 13 | SSMH 14 has infiltration at the 3rd joint from bottom | 7/25/2023 |
| 14 | SSMH 1 has infiltration at the 1st joint from bottom | 7/25/2023 |
| 15 | Clean out inlet protection on entire project | |
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Field Representative Signature: _____



701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tele: 763-541-4800
Fax: 763-541-1700

Punch List

Date: May 7, 2025

Field Representative: Matt Havlik

Project Description Ponds at Hunters Crest

Client City of Minnetrista

WSB Proj. No.: 011356-000

Contractor Quadriga (formerly Homestead Partners)

S.P. / S.A.P. No:

Foreman/Supt: Paul Joyce

Preliminary: Partial: Final: Warranty: x

| Item No. | Description | Date Accepted |
|----------|---|---------------|
| 1 | Add material behind curb on north side of entrance | 7/25/2023 |
| 2 | Add material between curb and sidewalk on southend of project | 7/25/2023 |
| 3 | Place sod between curb and walk on project | |
| 4 | Clean dirt and overgrowth from sidewalk south of entrance | 7/25/2023 |
| 5 | Raise gate valve in intersection of Maas Dr. and Maas Circle | 7/25/2023 |
| 6 | Replace dead boulevard trees | 7/25/2023 |
| 7 | Adjust gate valve in intersection of Maas Dr. and Towns Edge | |
| 8 | Grade around gate valve at end of pavement on Towns Edge | |
| 9 | Replace marked curb and gutter, and sidewalk. | |
| 10 | Uncover Install adjusting ring on SSMH 10 | |
| 11 | SSMH 5 has infiltration at the 1st joint from bottom | 7/25/2023 |
| 12 | SSMH 13 has infiltration at 4th joint from bottom | 7/25/2023 |
| 13 | SSMH 14 has infiltration at the 3rd joint from bottom | 7/25/2023 |
| 14 | SSMH 1 has infiltration at the 1st joint from bottom | 7/25/2023 |
| 15 | Clean out inlet protection on entire project | 5/7/2025 |
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Field Representative Signature:

Item No. 3



Item No. 7



Item No. 8



Item No. 9



Item No. 9



Item No. 9



Item No. 10

