

**CITY OF NEW PRAGUE
DEVELOPER'S AGREEMENT FOR
TIKALSKY ACRES**

THIS AGREEMENT, made and entered into this 18th day of April, 2006 by and between the City of New Prague, a municipal corporation organized under the laws of the State of Minnesota, hereinafter called "City", and Randy Kubes, hereafter called "Developer".

RECITALS:

A. The Developer has made application to the City Council for approval of a plat of land within the corporate limits of the City as described on attached Exhibit "A" (the "Subdivision"); Tikalsky Acres.

B. The City Council, on June 6, 2005 has granted conditional approval to the Subdivision on the condition that the Developer enter into this Development Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

**ARTICLE I
DEFINITIONS AND EXHIBITS**

1.1 **Definitions** The following words and phrases as used in this agreement shall have the meanings stated:

- a. "Street Improvements" - subgrade preparation, permanent surfacing, right-of-way grading or berm construction, traffic signing, and all appurtenant facilities as shown on the approved plans on file in the office of the City Engineer.
- b. "Sanitary Sewer Improvements" - sanitary sewers, lift stations and all other appurtenant sanitary sewer facilities as shown on the approved plans on file in the office of the City Engineer.
- c. "Storm Sewer Improvements" - storm sewers, inlets and all other appurtenant storm facilities as shown on the approved plans on file in the office of the City Engineer.
- d. "Watermain Improvements" - watermains, valves and all other appurtenant watermain facilities as shown on the approved plans on file in the office of the City Engineer.
- e. "Street Light Improvements" - street lighting including poles, crossarms, underground wiring transformers, pedestals and any other necessary appurtenances as shown on the Approved plans on file in the office of the City Engineer.
- f. "Other Public Utilities" - whenever electric or gas utilities are included in a subdivision they will be required as Improvements and for purposes of releasing this developers agreement and issuing a certificate of occupancy (conditional or

- Permanent), the City shall consider the utility improvements approved upon the Developer entering into an agreement with the Utility Company and paying any monies required by the Utility Company at that time.
- g. "Sidewalk Improvements" - all public sidewalks as shown on the approved plans on file in the office of the City Engineer.
 - h. "CIC Plat" - Common Interest Community Plat.

1.2 **City Engineer** The City Engineer is:

Bonestroo, Rosene, Anderlik, & Associates
 Bob Barth
 2335 West Highway 36
 St. Paul, MN 55113
 651-636-4740
 651-636-1311 (fax)

1.3 **Exhibits** The following Exhibits are attached and form a part of this Agreement.

Exhibit "A" - Legal Description
 Exhibit "B" - Copy of Preliminary Plat
 Exhibit "C" - Copy of Final Plat
 Exhibit "D" - Copy of Letter of Credit
 Exhibit "E" - Copy of Approved Grading, Utility and Street Plans
 Exhibit "F" - Copy of Agreement between Developer and Developer's Contractor
 Exhibit "G" - Conditions placed on Preliminary Plat Approval
 Exhibit "H" - Conditions placed on Final Plat Approval

ARTICLE II OWNERSHIP OF PROPERTY

- 2.1 **Ownership Warranty of Developer** The Developer hereby warrants and represents to the City, as inducement to the City's entering into this Agreement, that Developer's interest in the Subdivision is as fee owner of the property described on Exhibit "A".

ARTICLE III IMPROVEMENTS

- 3.1 **Construction of Project** The Developer shall be responsible to construct the project as outlined on the preliminary plat approved June 6, 2005 attached hereto and referenced as Exhibit "B" and the final plat approved August 1, 2005 attached hereto and referenced as Exhibit "C" as approved by the New Prague Planning and Zoning Commission and by the New Prague City Council.

- 3.2 **Designation of Improvements** Improvements to be installed by the Developer pursuant to the terms of this Agreement are hereinafter referred to as the "Improvements".
- 3.3 **Improvements** The Developer will construct and install, at Developer's expense, the following Improvements all in accordance with the terms of this Agreement. All Improvements shall be subject to Engineers approval.
- a. Rough grade the entire subdivision, in accordance with the grading plan attached as Exhibit E;
 - b. Complete a City approved storm sewer and surface drainage plan for the entire subdivision;
 - c. Storm Sewer Improvements;
 - d. Sanitary Sewer Improvements;
 - e. Street Improvements; Curb and Gutter (B-6-18)
 - f. Watermain Improvements;
 - g. Street Light Improvements;
 - h. Other Public Utilities; and Telephone, Natural Gas, Cable;
 - i. Sidewalk and Trail Improvements including walkway through Outlot A;
 - j. Street signs as required by the Public Works Director;
 - k. Erosion Control Plan.
- 3.4 **Construction Plans and Approval** The Developer will engage, at Developer's expense, a duly registered professional civil engineer authorized to practice within the State of Minnesota to prepare detailed plans and specifications for all Improvements. All plans and specifications shall comply with good engineering practice and with all applicable federal, state and City requirements and specifications and shall be submitted to the City Engineer and New Prague Public Works Director for written approval. Detailed construction plans and specifications for the improvements shall be submitted for review. These plans shall meet all requirements of the City Engineer. No construction shall occur until the City Engineer has approved such plans. The Developer shall, at its own expense, furnish to the City three (3) complete sets of "as built" drawings and shall, at its expense cause the subdivision area and improvements to be added to the City base maps. One copy of all "as built" shall also be given to the City in a digital format.
- 3.5 **Upsizing of Facilities** If the City determines that the Sanitary Sewer, Storm Sewer, and Watermain Improvements should be upsized to accommodate future growth from outside the Subdivision, the City will reimburse Developer for the difference between the cost of materials which would be used in such Improvements if they were installed to service only the Subdivision (the "Base Case Materials") and the cost of materials specified by City to meet its upsizing requirements. A listing of material shall be submitted to the City for City's approval prior to entering a purchase order for such materials. Amounts due from City under this paragraph 3.5 shall be reimbursed to Developer within thirty (30) days after receipt by City of an invoice showing the amount paid for such materials and proof of payment.

- 3.6 **Developer Financial Assurances** The Developer shall submit to the City a Letter of Credit for the Improvements, issued by a bank authorized to operate in the State of Minnesota, in the amount of one hundred twenty five percent (125%) of the estimated cost of all improvements. Letter of credit must be irrevocable; must otherwise meet the requirement of this Article 3.6 and must provide that it will automatically be extended at its expiration date on an annual basis unless sixty (60) days prior to the expiration date the City Administrator is notified by Certified Mail that said Letter will not be extended and will therefore expire. The form of the Letter of Credit will be subject to approval of the City Attorney. Developer may furnish to the City, cash in the form of a certified check or other readily available funds in lieu of a Letter of Credit.
- 3.7 **Draws on Letter of Credit** The City may draw upon the Developers Letter of Credit or cash deposit with ten (10) days prior notice if one or more of the following conditions exist:
- (a) The Developer ceases development activities and abandons the work site prior to completion or the Developer fails to complete the Improvements in accordance with the approved plans and specification in either of which events the City may draw funds sufficient to finance completion of the Improvements by the City;
 - (b) The Developer fails to make payments to the City as outlined in this agreement. Such payments may include, but are not limited to, payments for administrative fees, legal fees, engineering review and inspection fees, sidewalk and emergency warning system fees.
 - (c) The letter of credit is not renewed as required under Section 3.6 in which event the City may draw the funds remaining on the credit before it expires.
- 3.8 **Reduction or Release of Letter** With the City's approval, a letter of credit may be reduced by the amount of the credit attributable to an Improvement upon completion of the Improvement and receipt by the City of partial lien waivers covering work and materials related to installation of said Improvements. The City will not release nor agree to a reduction in the amount of the letter of credit below an amount which is 25% of the total cost of all Improvements until the expiration of the warranty period described in Section 3.18 unless the City receives a performance bond, in form acceptable to the City, guaranteeing performance of Developers warranty obligations up to an amount equal to 25% of the total cost of all Improvements.
- 3.9 **FEES** Legal, Administrative, and Engineering fees shall be paid to the City as follows:
- a. **Legal** The Developer agrees to reimburse the City the actual legal costs incurred by the City in connection with the project. The City shall bill the Developer on a monthly basis for these costs and all such bills shall be due and payable within 30 days after their mailing, and if not paid for within such time by the Developer, the City is authorized to draw against the letter of credit submitted in accordance with Section 3.7.
 - b. **Administrative** The amount of 2% of the total construction costs for improvements is a fee charged by the City as compensation for administrative review. This is for administrative costs related to subdivision improvements

constructed and installed by Developer, and as such is not refundable. It is due and payable upon signature of this Developers Agreement.

- c. **Engineering** Developer agrees to pay the City the actual engineering review, engineering inspection and construction administration costs incurred by the City in connection with the project. The City shall bill the Developer on a monthly basis for these costs and all such bills shall be due and payable within 30 days after their mailing, and if not paid for within such time by the Developer, the City is authorized to draw against the letter of credit submitted in accordance with Section 3.7.

3.10 **Installation of Improvements** To ensure proper installation of utilities and streets and to ensure conformance to plans and specifications, Developer and their Contractor agrees to notify City Engineer at least 24 hours prior to any utility work or street work within the proposed City or County Right of Ways. Work which is undertaken without notification will be subject to rejection.

3.11 **Acceptance of Improvements** The bituminous wear course shall be placed on all streets during the summer months in the year following the year during which utilities were installed. Subsequent to placement of the bituminous wear course, the Developer may request that the City accept all public improvements related to the project. The City Engineer will review this request and if, in the opinion of the City Engineer, all improvements have been adequately constructed, then the City Engineer will recommend acceptance of the improvements. The developer shall warranty all improvements for a period of two (2) years after the City accepts all the public improvements.

3.12 **Completion of Street Light Improvements** For purposes of releasing this Developers agreement and issuing a certificate of occupancy (conditional or permanent), the City shall review the Street Light Improvements approved upon the Developer entering into an agreement with New Prague Public Utilities and paying any monies required by the Utilities at that time.

3.13 **Building Permits and Certificate of Occupancy**

- a. Building permits may be issued within the Subdivision when all Improvements have been substantially completed.
- b. In order to provide good compaction, Street Improvements may be deemed "substantially complete" for the purpose of issuing a building permit under subparagraph (a) above even though the installation of final hard surfacing is not yet complete provided that such Street Improvement is completed within 12 months after the first Building Permit is issued, and if not so completed the City may cease issuing building permits until the Street Improvements are complete. Additionally, a permanent certificate of occupancy may be issued by the City even though the final hard surface of a Roadway Improvement has not been installed.
- c. No building permits may be issued within the Subdivision until public and private utilities are installed, and the first coat of hard surfacing is complete and approved by the City Engineer. No building permits will be issued within the

Subdivision before the curbing has been installed and approved by the City Engineer, and as built grading has been reviewed and determined to be substantially in compliance with approved grading plans.

- d. The provisions of subparagraphs (a), (b) and (c) above notwithstanding, the City Council may, in its discretion, waive any of the above requirements and authorize issuance of building permits and certificates of occupancy upon Developer's compliance with such conditions as the City Council may impose.
- 3.14 **Park Fund** No building permit shall be issued for any lot within the proposed subdivision until the provisions set forth in Article VI have been met.
 - 3.15 **Construction** The construction, installation, materials and equipment for Improvements shall conform to the approved plans, good engineering standards and all applicable Federal, State and City requirements and specifications. Watermain Improvements and Street Light Improvements shall also conform to the New Prague Public Utilities requirements and specifications.
 - 3.16 **Easements** The Developer shall make available to the City, at no cost to City, all permanent or temporary easements necessary for installation and maintenance of the Improvements.
 - 3.17 **Faithful Performance of Construction Contracts and Bond** The Developer will fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all Improvements.
 - 3.18 **Developer Warranty** Developer hereby guarantees all workmanship and materials used in connection with the Improvements for a period of two (2) years following the City's final acceptance of all Improvements. A letter of credit in the amount of 25% of the total construction costs, or a performance/maintenance bond covering Developer's warranty obligations shall be submitted and retained by the City during the duration of the two (2) year warranty period. By entering into this Development Agreement, the Developer acknowledges the Warranty obligations as herein contained.
 - 3.19 **Digital Data** The Developer shall submit to the City all CAD drawing files associated with the project. The following layers shall be submitted for incorporation into the City's GIS:
 - a. Pre development topography
 - b. As built topography
 - c. As built Utility and Street plans including location of all features associated with sanitary sewer, storm sewer, and water utilities
 - d. Location of all delineated wetlands
 - e. Property lines and easements as approved on the final plat
 - f. Building setback lines (building pads)

All digital information submitted to the City must conform to the Scott County coordinate system. Acceptable formats include .dwg, .dxf, ArcView or ArcInfo files. If digital information submitted is not in Scott County coordinates the City will reject the

data. The Developer will incur all expenses for projecting the digital data into Scott County coordinates.

A deposit of \$5,000 shall be held in escrow to be refunded to the Developer upon receiving the Digital Information and as built drawings as required by this Section 3.4 and 3.19

- 3.20 **Street Seal Coating** The Developer agrees to pay the cost of the first seal coating application of all public streets in the Subdivision. Payment of \$.75 per square yard of street area will be required.

ARTICLE IV INSURANCE AND INDEMNITY

- 4.1 **Contractor Insurance** For all periods during which Developer is performing work on the Improvements, Developer shall maintain in force, insurance coverage's of the types and with limits not less than specified below:
- a. Workmen's Compensation with statutory minimums.
 - b. Comprehensive General Liability, including contractual indemnity coverage, with coverage limits not less than \$1,000,000
 - c. Automobile Liability with coverage limits of not less than \$1,000,000
 - d. Umbrella Coverage \$1,000,000.00.

All policies maintained under this section shall name the City as an additional insured and shall provide that the policy may not be canceled; materially changed or not renewed without at least 30 days prior notice to the City. Prior to commencing any work on Improvements, Developer will furnish to City certificates of insurance showing that the required coverage is in effect.

- 4.2 **Subcontractor Insurance** Developer shall require each subcontractor performing work on Improvements to maintain insurance coverage of the types specified in section 4.1 above and with minimum limits reasonable under the circumstances. Upon request by the City, the Developer will furnish to the City certificates of insurance evidencing that the required coverage is in effect.
- 4.3 **Indemnity** Developer shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses, and expenses, attributable to bodily injury, sickness or death of any person or damage to or destruction of the property of any person or entity which is caused in whole or in part by any negligent act or omission of the Developer, any subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not caused in part by a party indemnified hereunder.

**ARTICLE V
GENERAL**

- 5.1 **Violation of Provisions of Agreement** In the event the Developer violates any of the covenants and agreements herein contained and to be performed by the Developer, the City has the option to commence an action for specific performance requiring the Developer to live up to the covenant and agreements and the Developer agrees that the City shall be entitled to its administrative costs, legal costs, and reasonable attorney's fees in connection with said action.
- 5.2 **Binding Effect** The terms and provisions hereof shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the subdivision and shall be deemed covenants running with the land. Reference herein to the Developer, if there be more than one, shall mean each and all of them. This Agreement shall be placed of record so as to give notice to subsequent purchasers and encumbrances of all or any part of the subdivision and all recording fees shall be paid by the Developer. Upon the filing of a release from the City, all agreements contained herein shall thereafter be in applicable to any property covered by said release.
- 5.3 **Notices** Any notices permitted or required to be given or made pursuant to this Agreement shall be in writing and shall be delivered personally or mailed by United State Mail to the addresses hereinafter set forth by certified or registered mail. Such notices, demand or payment shall be deemed timely given or made when delivered personally or when deposited in the United States Mail in accordance with the above. Addresses of the parties are as follows:
- if to the City - City Administrator
 New Prague City Hall
 118 Central Avenue North
 New Prague MN 56071
- if to the Developer – Randy Kubes
 1221 4th Avenue East
 Shakopee, MN 55379
- 5.4 **Incorporation by Reference** All general and special condition plans, special provisions, proposals, specifications, and contracts for the improvements furnished pursuant to this Agreement shall be and hereby are made part of this Agreement by reference as if fully set out here in full.
- 5.5 **Acceleration Upon Default** If in the event the Developer substantially violates any of the covenants and agreements herein contained, or in the event any Developer fails to pay special assessments, the City, as its option, and in addition to any other rights and remedies hereunder, may upon giving ten (10) days written notice to the defaulting Developer citing such default, declare all of the unpaid special assessments levied

against the defaulting Developer's portion of the Subdivision pursuant to this Agreement, due and payable in full, and may immediately commence legal action against the defaulting Developer to collect the entire unpaid balance, including reasonable attorney's fees.

- 5.6 **Amounts Owed the City to Constitute a Lien** The Developer and any fee owner of the properties within the Subdivision do hereby acknowledge and agree that any and all amounts due and owing to the City under the terms of this Developer's Agreement or any other amounts owed the City by the Developer related to the development and platting of the Subdivision, shall constitute a lien against the Subdivision or individual lots within the Subdivision, which lien may be enforceable by the City, its successors or assigns, and which lien may be foreclosed in the same manner as a mortgage is foreclosed, either by publication or by action, as provided for in Minnesota Statutes.
- 5.7 **Release of Developers Agreement** Upon completion of the Improvements, the City may release all or a portion of a letter of credit deposited under Section 3.6, retaining 25% of the City Engineers' estimate of the cost, including City inspection and administration, to complete the Improvements covered by such letter of credit, provided however, that the Developer may submit a maintenance bond guaranteeing said improvements for a period of two years after final acceptance by the City of all Improvements covered by the letter of credit. Should the Developer fail or refuse to submit to a maintenance bond as provided herein, the City may retain some or all of the letter of credit as security for the two year written guarantee as provided in Section 3.18. Should the letter of credit be for such a period of time so as to preclude its use under this paragraph, the City is authorized to draw against such letter of credit at any time to complete said Improvements or to make such repairs or additions as would be provided under the two year written guarantee when, in the judgment of the City, the City determines that the Developer is not going to complete such Improvements or make such repairs.
- 5.8 **Independent Contractor** Developer is an independent contractor with respect to all work related to the Improvements. Nothing contained in this agreement is intended to in any manner create or establish the relationship of agents, partners, joint ventures or associates between the parties or as constituting Developer as employee of the City.
- 5.9 **Debris Removal** Developer shall maintain all lots reasonably free and clear of trash, debris and noxious weeds and grasses. It shall be the developer's responsibility to ensure that all builders and contractors with said Subdivision maintain clean and orderly sites. Project remnants and scraps are required to be in a secured, covered, confinement container. The Developer is responsible for the cleanup of mud, dirt, and gravel deposited on the street by construction equipment.
- 5.10 **Joint and Several Obligations** Except for any obligations to pay special assessments, the obligations of Developer under this Agreement are Joint and Several.

**ARTICLE VI
PARK DEDICATION**

- 6.1 **Park Land Dedication and Cash Payments** The Developer acknowledges that Developer is required to meet certain park dedication requirements as specified in Section 7.8 of the New Prague Subdivision Ordinance. In regard to Developer's park dedication obligations, the City and Developer agree as follows:

Based on the New Prague Subdivision Ordinance the required park land dedication is 10% of the gross developed area. The Developer is required to dedicate 4.25 acres of land for park purposes for the 42.51 acres being platted as Tikalsky Acres. Because the Development is within the park service area (1/4 mile) of Settler's Park in Prague Estates, the Developer hereby agrees to dedicate the required 4.25 acres within a future development located south of CSAH 29 in the NW ¼ of Section 11 Township 112N Range 23W. In the event that the aforementioned property is not subdivided by Developer and the Developer cannot fulfill this 4.25 acre dedication obligation, the Developer agrees to pay to the City a cash contribution of \$212,500 in lieu of the required land dedication. This amount has been calculated based on the required 4.25 acre dedication at a market value of \$50,000 per acre.

**ARTICLE VII
ADDITIONAL REQUIREMENTS**

- 7.1 **Payments to Contractors** The City shall approve all construction pay requests prior to the Developer making payment to Contractor.
- 7.2 **Emergency Warning System** Developer agrees to pay to the City of New Prague \$4,850 (\$50 per housing unit for 97 units) at the time that this agreement is signed, and City agrees to utilize said payment for acquisition and upgrade of Emergency Warning System.
- 7.3 **Construction Route** Developer agrees to utilize CSAH 29 as the construction route to service the development. Developer shall require all subcontractors to utilize CSAH 29 as the only construction route. The location of construction access must be approved by the LeSueur County Highway Engineer.
- 7.4 **Sidewalk Fee** Developer agrees to pay to the City of New Prague a sum of \$50 per lot at the time that this agreement is signed and the City Council agrees to utilize said payment for city wide sidewalk improvements. This amount shall be \$4,850 for 97 lots.
- 7.5 **Mail Box Placement** Developer agrees to install community Mail Box Banks for the subdivision at a location mutually agreeable to City, Developer, and Post Office. Such Mail Box Banks shall be two tiered to allow space for a newspaper receptacle and mail receptacle.

- 7.6 **Erosion Control** Developer shall be responsible for installation of proper erosion control measures as recommended by the City Engineer. Developer is to install erosion control at curb line after installation of curb to curtail the erosion of sediment into street and storm sewer system. All surface erosion control to remain in place until permanent vegetation is established as approved by the City Engineer. The Developer is responsible for removal of erosion control measures after the establishment of permanent vegetation.
- 7.7 **Cul-De-Sac Island** The proposed cul-de-sac island within the Development shall be constructed as approved by the City Public Works Director. The cul-de-sac shall be curbed, backfilled, and finished with poured concrete.
- 7.8 **Water Area Access Charge** Developer agrees to pay the City \$2,500 per acre for the water availability charge, as established by the New Prague City Council. This calculates to \$106,250 for 42.5 acres.
- 7.9 **Water System** Developer agrees that, because of elevation, the development will require special treatment to ensure that there is adequate water pressure for each home. The special system which has been selected by the City to satisfy pressure deficiencies is a booster station and a hydro pneumatic tank. Developer agrees that upon further development of the area the pneumatic tank and associated equipment will be abandoned at the time that an elevated tank is constructed.
- The hydro pneumatic tank will provide boosted water pressure only to lots within Prague Estates Eighth Addition and Tikalsky Acres. Developer understands that he will be billed for his proportionate per lot share of the cost of the boosted pressure system. The total cost currently estimated for the project is \$191,560.
- 7.10 **Water Tower Notification** Developer agrees to inform, in writing, all homeowners within Tikalsky Acres that the pneumatic tank is a temporary measure and that an elevated water tower will be constructed adjacent to the property upon further development of the area.
- 7.11 **Water Pressure Deficiency** Developer and City agree that the lots within Tikalsky Acres will have minimal water pressure. The City and Developer are taking measures to improve water pressure within the development; substantial completion of said measures are currently planned for September 1, 2005. Developer shall notify purchasers of Lots within said Subdivision of the temporary pressure deficiency.
- 7.12 **Easement For Future Water Tower** Developer understands that the New Prague Utility Commission had identified this subject property (Development) for the placement/construction of a water tower. Upon further review, and approval from the Minnesota Department of Health, it has been determined that a water tower site can be selected in an area south of the Development also owned by Developer. Developer agrees to grant to the New Prague Utility Commission a utility easement that will allow for the construction of a water tower. The easement must be secured to the approval of the New Prague Utility Commission prior to final plat approval.

- 7.13 **Sanitary Sewer Lift Station** Developer agrees to pay cost of design and construction for CSAH 37 lift station and force main replacement needed to service the Development.
- 7.14 **CSAH 29 Improvements** – Developer acknowledges that LeSueur County and the City of New Prague are considering reconstruction of CSAH 29 which is located adjacent to the Development. Reconstruction of the roadway would include lowering of the grade to improve site distance at the 10th Avenue SE / CSAH 29 intersection, and conversion of the road from rural to urban section. Developer understands that he will be responsible for a portion of the project costs which include the cost of curbing and stormsewer infrastructure if the New Prague City Council and the LeSueur County Board of Commissioners proceed with the reconstruction project.

IN WITNESS WHEREOF, The City and Developer have caused this Agreement to be duly executed on the day and year first above written.

CITY OF NEW PRAGUE:

By _____

Mayor

By _____

City Administrator

DEVELOPER:

Randy Kubes

STATE OF MINNESOTA)

) ss.

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF SCOTT)

This foregoing instrument was acknowledged before me this 18th day of April, 2006 by Craig Sindelar, Mayor of New Prague, Minnesota, on behalf of said City.

(Notary Stamp here)  MARY J. HRUBY
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1-31-2008

Mary J. Hruby
Notary Public

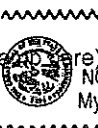
STATE OF MINNESOTA)

) ss.

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF SCOTT)

This foregoing instrument was acknowledged before me this 12th day of April, 2006 by Jerome Bohnsack, City Administrator of New Prague, Minnesota, on behalf of said City.

(Notary Stamp here)  MARY J. HRUBY
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1-31-2008

Mary J. Hruby
Notary Public

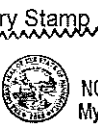
STATE OF MINNESOTA)

) ss.

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF SCOTT)

This foregoing instrument was acknowledged before me this 4th day of April 2006 by Randy Kubes.

(Notary Stamp here)  GLORIA FLICEK
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1-31-2007

Gloria Fliecek
Notary Public

Exhibit A
Legal Description
Tikalsky Acres

That part of the Southwest Quarter of Section 2 and part of the Southeast Quarter of Section 3, all in Township 112 North, Range 23 West, Le Sueur County, Minnesota, described as follows: Beginning at the South Quarter Corner of said Section 2; thence North 89 degrees 34 minutes 35 seconds West (assumed bearing) on the South line of said Southwest Quarter, 2632.46 feet to the Southwest Corner of said Section 2; thence South 89 degrees 13 minutes 13 seconds West on the South line of said Southeast Quarter, 270.12 feet; thence North 00 degrees 54 minutes 47 seconds East parallel to the East line of said Southeast Quarter, 400.17 feet; thence North 89 degrees 13 minutes 13 seconds East parallel to the South line of said Southeast Quarter, 270.12 feet to the East line of said Southeast Quarter; thence North 00 degrees 54 minutes 47 seconds East on said East line, 285.13 feet to the Southwest Corner of PRAGUE ESTATES EIGHTH ADDITION, according to the recorded plat thereof; thence South 89 degrees 24 minutes 48 seconds East on the South line of said PRAGUE ESTATES EIGHTH ADDITION, 2638.65 feet to the Southeast Corner of said PRAGUE ESTATES EIGHTH ADDITION; thence South 01 degrees 27 minutes 24 seconds West on the East line of said Southeast Quarter, 657.88 feet to the point of beginning. Said parcel contains 42.51 acres of land being subject to and together with any and all easements of record.

339003

Exhibits B, C, D, E

On file with the New Prague Planning Department, 118 Central Avenue North, New Prague, MN 56071.

Exhibit F

339003

Approved construction plans for Tikalsky Acres are on file with the New Prague Planning Department, 118 Central Avenue North, New Prague, MN 56071.

Exhibit G
Conditions of Preliminary Plat Approval
Tikalsky Acres

1. Approval is granted in accordance with the preliminary plat drawings, preliminary utility plan and preliminary grading plan, all dated 3-2-05 and on file with the New Prague Planning Department.
2. The Preliminary Plat is issued for a period of six months, and shall become null and void without further action from the Planning Commission or the City Council unless the final plat is filed within six (6) months of the date of the City Council granting Preliminary Plat approval.
3. Randy Kubes must enter into a Developer's Agreement with the City of New Prague, and the agreement must be approved by the City Council prior to final plat approval.
4. Approval is subject to all recommendations of the City Engineer and Public Works Director.
5. Grading and construction plans must be approved by the City Engineer, City Planner and Public Works Director prior to final plat approval.
6. The preliminary plat approval is subject to the utility extension permits from the Pollution Control Agency and the Minnesota Department of Health.
7. Drainage and utility easements must be dedicated at the time of final plat.
8. The delineated wetlands, along with a surrounding 40' drainage and utility easement, must be shown on the final plat.
9. No lots shall have driveway access onto County Road 29 or onto 10th Avenue SE.
10. Bituminous trails shall be constructed along the west side of 10th Avenue SE, the north side of CSAH 29, and between Lots 27 and 28 of Block 4. Sidewalks shall be constructed along the east side of 10th Avenue SE, the north side of Tikalsky Street SE, the south side of Olivia Street SE, and on one side of the unnamed street which connects Tikalsky and Olivia Streets.
11. The developer shall stripe the 10th Avenue SE roadway as recommended by the City Engineer.
12. A signing plan must be submitted and approved by the City Engineer.
13. A Landscaping plan must be submitted and approved by the Planning Commission prior to final plat approval. Landscaping, intended to provide a buffer between the residential properties and adjacent collector roads, must be located on the private properties and not located within the right-of-way or drainage and utility easements.
14. Park land shall be dedicated by the developer south of CSAH 29 when that property is developed and could be incorporated into the site for the water tower.
15. Annexation of the property must be approved by the Office of Strategic and Long Range Planning, Office of Boundary Adjustments, prior to final plat approval, and in the event that the State does not approve the annexation the preliminary plat shall become void.
16. A Wetland Conservation Act Certificate of No Loss or Exemption must be submitted prior to final plat approval.
17. All street names must have a "SE" extension.
18. The Developer shall provide to the New Prague Utility Commission a parcel of land for a future water tower. The parcel must be secured to the approval of the New Prague Utility Commission prior to final plat approval.

19. The Developer shall provide the required park dedication for this proposed Tikalsky Acres within a future development. In the event that land cannot be secured within a future development the Developer will be required to pay cash in lieu of land dedication.
20. The Developer will be required to participate financially in the CSAH 29 reconstruction project if the New Prague City Council and the LeSueur County Board of Commissioners elect to reconstruct the adjacent CSAH 29.
21. A temporary cul-de-sac shall be constructed at the east end of Tikalsky Street SE.
22. Financial participation in a boosted pressure station, which is under construction and will provide the required water pressure to the proposed subdivision, will be required from the Developer.
23. The CSAH 37 sanitary sewer lift station will need to be upgraded in order to serve the proposed development.
24. Additional right of way will be required along CSAH 29 at the easterly edge of the plat. The right of way is necessary for the realignment of CSAH 29 and the future construction of CR 144.

And noting the following variances:

1. Tikalsky Street SE accesses 10th Avenue SE on a curve which does not provide for the required 100' right angle distance on 10th Avenue SE as required by the Subdivision Ordinance Section 7.1 Subd. 3b. The variance is being allowed because 10th Avenue contains curvature through the entire plat, therefore it is not possible to meet this requirement.

And noting the following:

1. The Olivia Street cul-de-sac could possibly be tilted slightly north to provide more pad depth (under 35' deep as proposed) for Lot 14, Block 4 while not reducing lot pad depth much on lots to the north of the cul-de-sac.
2. The overhead electric utility line within the 75' easement north of County Road 29 may need to be relocated or buried if/when County Road 29 is reconstructed and the bituminous trail is installed on the north side of the road.
3. The City recommends to LeSueur County that a 4-way stop be considered at the proposed 10th Avenue SE / CSAH 29 / CR 144 intersection.
4. The New Prague City Council and the LeSueur County Board of Commissioners are currently considering a road reconstruction project on the adjacent CSAH 29 which would improve site distance at the proposed 10th Avenue SE / CSAH 29 / CR 144 intersection.
5. The City of New Prague had a feasibility report prepared which determined that, because of massive grading that would be required and insufficient site distances at the proposed intersection, the extension of 12th Avenue SE to County Road 29 is not financially or practically feasible.

Exhibit H
Conditions of Final Plat Approval
Tikalsky Acres

1. A title opinion must be reviewed and approved by the City Attorney.
2. Randy Kubes must enter into a Developer's Agreement with the City of New Prague.
3. Grading and Construction plans must be approved by the City Engineer, Public Works Director and City Planner.
4. The plat approval is subject to the utility extension permits from the Pollution Control Agency and the Department of Health.
5. Approval is subject to the developer providing the New Prague Utilities Commission a parcel of land for a future water tower. The parcel must be secured to the approval of the New Prague Utility Commission prior to final plat approval.
6. A Wetlands Conservation Act "Certificate of No Loss or Exemption" must be filed prior to the final plat approval.
7. Annexation of the property must be approved by the Office of Strategic and Long Range Planning, Office of Boundary Adjustments, prior to final plat approval, and in the event that the State does not approve the annexation the plat approval shall become void.
8. No lots shall have driveway access onto CSAH 19 or 10th Avenue SE.
9. The developer shall provide a striping plan which must be approved by the City Engineer.
10. A signing plan must be submitted and approved by the City Engineer.
11. A landscaping plan must be submitted and approved by the Planning Commission. Landscaping, intended to provide a buffer between the residential properties and adjacent collector roads, must be located on the private properties and not located within right-of-way or drainage and utility easements
12. Developer shall provide the required park dedication for this proposed Tikalsky Acres within a future development. In the event that land cannot be secured within a future development the Developer will be required to pay cash in lieu of land dedication.
13. A temporary cul-de-sac must be constructed, and a 'future road extension' sign must be installed at the east end of Tikalsky Avenue.
14. Additional right of way will be required along CSAH 29 at the easterly edge of the plat. The right of way is necessary for the realignment of CSAH 29 and the future construction of CR 144.
15. Additional right-of-way will be required along 10th Avenue SE to accommodate the turning lanes as recommended by the City Engineer.
16. Additional easements will need to be provided where backyard storm sewer is to be installed, as recommended by the City Engineer.

339003

Document No. OFFICE OF COUNTY RECORDER
339003 County of Le Sueur, MN

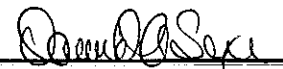


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I hereby certify that the within instrument was filed in this office
for record on 04-19-2006 at 08:30 ☒ AM ☐ PM

04192006




DAVID A. SEXE,
COUNTY RECORDER

This instrument was prepared by:
City of New Prague
118 Central Av. N.
New Prague, MN 56071