

**DEVELOPMENT AGREEMENT
MEADOWS OF ST. FRANCIS 4TH ADDITION**

This Development Agreement (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and James R. Anderson, (“Developer”), on behalf of SFLC LLC, a Minnesota Limited Liability Company ("Owner").

WITNESSETH:

WHEREAS, the City Council approved the final plat MEADOWS OF ST. FRANCIS 4TH ADDITION on July 18, 2022, subject to conditions;

WHEREAS, the City approved a revised plat MEADOWS OF ST. FRANCIS 4TH ADDITION on October 26, 2022, said plat is legally described in **Exhibit A** attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved three (3) additional lots in this fourth addition; and

WHEREAS, the lots of the proposed plat are already serviced by streets and roads designed in accordance with applicable ordinances and standards; and

WHEREAS, the lots of the proposed plat are already serviced by sanitary sewer and water service in accordance with applicable ordinances and standards; and

WHEREAS, the City requires the payment of the fees for costs incurred for the availability of sanitary sewer and water service; and

WHEREAS, the lots of the proposed plat will require site plan review and approval by the City Council prior to development, and the developer of each lot will be required to enter into a Site Improvement Performance Agreement prior to ensure lots continue to be designed in accordance with City ordinances and standards; and

WHEREAS, the Owner has fee simple title to the property legally described in Exhibit A; and

WHEREAS, the Developer agrees to be fully bound by the terms and conditions of this Development Agreement (hereinafter referred to as “Development Agreement” or “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will take all actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. **Request for Plat Approval.** The Owner is the fee owner of the lands in the City of St. Francis legally described on Exhibit A and has asked the City to approve the plat of MEADOWS OF ST. FRANCIS 4TH ADDITION. The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval.** The City hereby approves the plat on the condition that the Developer complies with all conditions outlined in the July 18, 2022, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that all future development of the lots will require approval from the City Engineer for the final utility plans, final grading and storm water plans. The City further conditions its approval on the Developer entering into this Agreement. The Developer is also required to provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval and telephone, electric and gas utility lines are to be placed underground in accordance with applicable City ordinances; all as a condition of plat approval.

3. **Right to Proceed.** Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the real property within the plat is in the name of the Developer; 3) the plat and this Agreement have been filed by the Developer with the Anoka County Recorder; and

4. **Improvements.** The Developer shall install and pay for the following public and private improvements (collectively the “Improvements”) as required to be built in accordance with the approved plans:

- A. Setting of Lot and Block Monuments
- B. Surveying and Staking

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer.

All other public and private improvements shall be agreed upon through a Site Improvement Performance Agreement as each lot is developed.

5. Summary of Cash Requirements. The following is a summary of the cash deposit under this Agreement which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Section 11 Escrow (Engineering, City Administration, Legal Expenses)	\$5,000.00
Park Dedication	\$7,500.00
Sanitary Sewer Trunk Line Charge	\$36,482.65
<i>Lot 1: \$4,150 x 1.324 net acres</i>	\$5,494.60
<i>Lot 2: \$4,150 x 2.407 net acres</i>	\$9,989.05
<i>Lot 3: \$4,150 x 1.630 net acres</i>	\$6,764.50
<i>Lot 4: \$4,150 x 3.430 net acres</i>	\$14,234.50
Water Trunk Line Charge	\$25,986.19
<i>Lot 1: \$2,956 x 1.324 net acres</i>	\$3,913.74
<i>Lot 2: \$2,956 x 2.407 net acres</i>	\$7,115.09
<i>Lot 3: \$2,956 x 1.630 net acres</i>	\$4,818.28
<i>Lot 4: \$2,956 x 3.430 net acres</i>	\$10,139.08

TOTAL CASH REQUIREMENTS **\$74,968.84**
Plus charges already on record and incurred by the City

The City will utilize the Section 11 Escrow to pay all bills associated with this project. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of completion of the setting of all iron monuments. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and Developer shall deposit additional sums with the City.

6. Responsibility for Costs.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat, as well as preparation of record drawings.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees and costs.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments outlined in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

F. In addition to the charges herein and special assessments referred to the herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges ("SAC"), City water access charges ("WAC"), park dedication fees, and building permit fees.

7. Clean Up. The Developer will keep the Property free from accumulation of waste materials, rubbish, and other debris resulting from work. The Developer shall promptly clean dirt and debris from streets resulting from construction work by the Developer, its agents, assigns or purchasers of lots in the plat. If the streets are not cleaned within five (5) calendar days after notice to the Developer, the City will undertake the cleaning of the streets and charge the cost of the street cleaning back to the developer and shall be reimbursed for all incurred costs from the security provided by the Developer as set forth in this Agreement, or alternatively, the City shall assess the cost against the Property owned by the Developer within the City.

At the completion of the work, the Developer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean. The Developer will restore to their original conditions (including topsoil and seed), those portions of the site not designated for alteration by the Agreement Plans.

8. Title of Plat. The Owner hereby warrants that it is the full fee owner of the development as of the time of the filing of the final plat for the development, and that any encumbrances will be junior to this Agreement. The Owner agrees to obtain a consent to plat and dedication of streets to City from all mortgagees on the property before the plat will be executed by the City.

9. Claims. In the event that the City receives claims from labor or materialmen that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers or materialmen are seeking payment out of the financial guarantees posted within the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 150% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney's fees pursuant to this Agreement. The City will endeavor to notify the Developer of its intention to draw down the letter of credit. The City will give the Developer five (5) days notice, unless the security will expire within thirty (30) days, to deposit with the court an equal amount of cash in lieu of the City drawing down the letter of credit.

10. Developers Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance, unless this agreement provides for greater notice. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs. For this purpose, the Developer expressly waives any 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 property as provided herewith.

11. City Engineering Administration and Construction Observation. Developer will undertake and finish the required surveying. The Developer shall pay a fee for engineering, administration and legal costs incurred by the City. City engineering and administration will include monitoring of construction, plat review, plan review, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance. Fees for this service shall be at standard hourly rates. Developer will provide a \$5,000 escrow plus payment of charges already on record incurred by the City, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for services provided by the City's consulting engineer in conjunction with this project. Engineering services will be billed on standard hourly rates. Upon receipt of certification from Developers Surveyor that all iron monuments have been placed, the City Engineer will prepare a recommendation to the City that all remaining escrow may be released. Legal fees shall include drafting of this Development Agreement and other associated documents for this Development title review and advice and counseling with the City Engineer, City Administrator and City staff. In the event that work is performed on the Property by a consultant of the City, the City shall

provide to Developer itemized billing statements showing the time spent, name of company performing the work, and a general description of the work performed.

12. Miscellaneous.

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement or the conditions of the Resolution approving Final Plat by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is not for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. The Developer represents to the City to the best of its knowledge that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. If the City or another governmental entity or agency determines that such a review is needed, however, the Developer shall prepare it in compliance with legal requirements so issued from the agency. The Developer shall reimburse the City for all expenses, including staff time and attorney's fees, the City incurs in assisting in preparation of the review.

G. This Agreement shall run with the land and shall be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interest in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for the property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$250,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City and consulting engineer shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer may not assign this Agreement without the prior written permission of the City Council, which permission shall not be unreasonably withheld. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

K. The Developer shall supply a copy of this Development Agreement to all persons who purchase lots from the Developer. This provision does not release any future developer or the developer's successors or assigns from the terms and provisions of this Development Agreement.

L. The Developer will comply with all issues and directions of the City Engineer.

13. Notices. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

James Anderson
SFLC LLC
9893 Enclave Drive
Hopkins, MN 55305

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

St. Francis City Hall
23340 Cree Street N.W
St. Francis, MN 55070
ATTN: City Administrator

14. Completion. The Developer shall notify the City when the construction of the Improvements has been completed. If the City determines in its sole and absolute discretion that (i) the improvements have been constructed in substantial conformity with the approved plans, (ii) the improvements are complete for purposes of issuing a certificate of occupancy, and (iii) all applicable warranty periods have expired, the City shall, in accordance with this Agreement, return all remaining deposits or securities held relating to the project. Upon the request of the Developer the City shall furnish to the Developer a Certificate of Completion certifying the completion of the project. Such Certificate of Completion shall be in recordable form. Developer shall reimburse City for the expense of legal and professional services in preparing the Certificate of Completion.

15. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officials, employees, Contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from any defect in the Subdivision. The Developer hereby agrees to indemnify and hold the City and its officials, employees, Contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving intentional acts of misconduct or acts of gross negligence by the City. This indemnification shall survive the execution of any Certificate of Completion.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties have signed this Development Agreement on the day and year above written.

CITY:

CITY OF ST. FRANCIS

By: _____
Steven D. Feldman

Its: Mayor

By: _____
Jennifer Wida

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Steven D. Feldman and Jennifer Wida, the Mayor and City Clerk, respectively, of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of the corporation and pursuant to the authority of the City Council.

Notary Public

2496768_1

OWNER:

SFLC, LLC

By: _____
James R. Anderson

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument has been acknowledged before me this _____ day of _____, 2022, by _____, the James R. Anderson, President of SFLC LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

DOCUMENT DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
(763) 780-8500 (DRS)

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Block 2, MEADOWS OF ST. FRANCIS, Anoka County, Minnesota.

MEADOWS OF ST. FRANCIS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 06, TWP. 33, RANG. 24

KNOW ALL PERSONS BY THESE PRESENTS:

That STFC, LLC, a Minnesota limited liability company, owner of the following described property:

Lot 1, Block 1, MEADOWS OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA.

Has caused the same to be surveyed and plotted as MEADOWS OF ST. FRANCIS 4TH ADDITION and presents to be signed by its proper officer this _____ day of _____ 20__.

In witness whereof said STFC, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____ 20__.

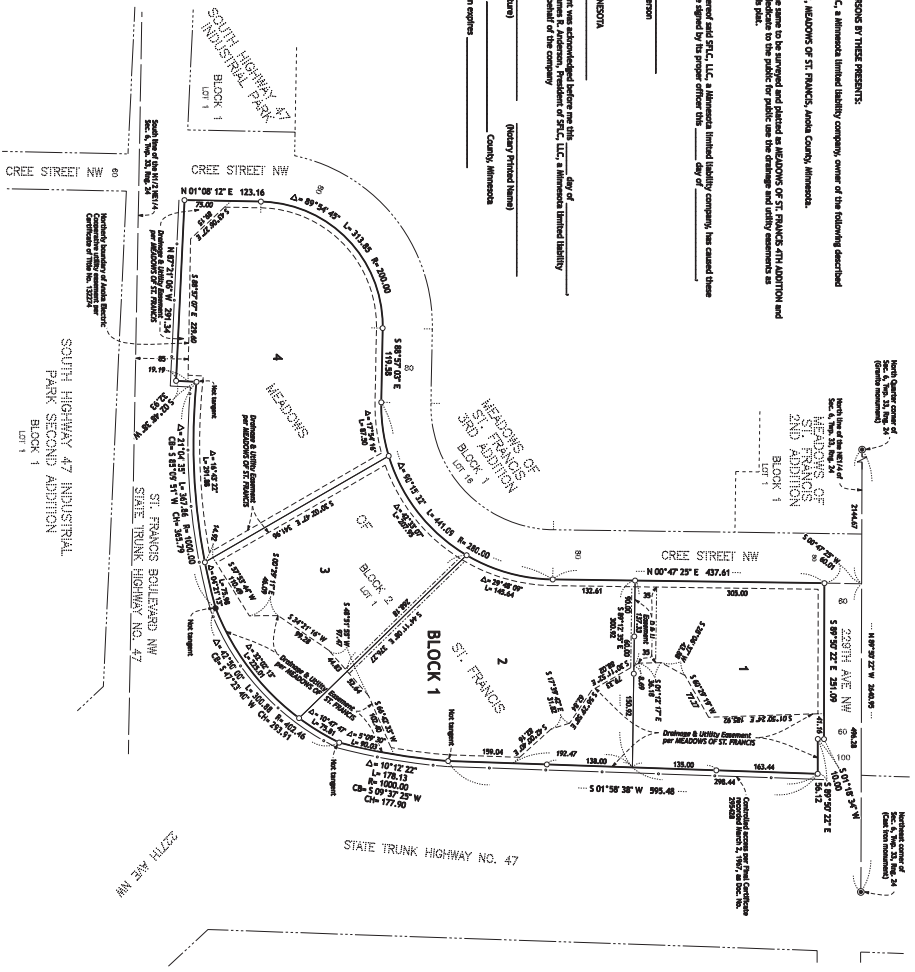
James B. Anderson
President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____ 20__ by _____, President of STFC, LLC, a Minnesota limited liability company, a holder of the company.

(Notary Signature) _____
Notary Public: _____
My commission expires _____

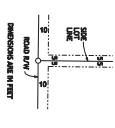
(Notary Printed Name) _____
County, Minnesota



CONSTRUCTION OF THIS MAP AND MEASUREMENTS THEREON SHALL BE IN ACCORDANCE WITH THE STANDARD MAP ACT, MINNESOTA STATUTES, SECTION 360.01, 360.02, 360.03, 360.04, 360.05, 360.06, 360.07, 360.08, 360.09, 360.10, 360.11, 360.12, 360.13, 360.14, 360.15, 360.16, 360.17, 360.18, 360.19, 360.20, 360.21, 360.22, 360.23, 360.24, 360.25, 360.26, 360.27, 360.28, 360.29, 360.30, 360.31, 360.32, 360.33, 360.34, 360.35, 360.36, 360.37, 360.38, 360.39, 360.40, 360.41, 360.42, 360.43, 360.44, 360.45, 360.46, 360.47, 360.48, 360.49, 360.50, 360.51, 360.52, 360.53, 360.54, 360.55, 360.56, 360.57, 360.58, 360.59, 360.60, 360.61, 360.62, 360.63, 360.64, 360.65, 360.66, 360.67, 360.68, 360.69, 360.70, 360.71, 360.72, 360.73, 360.74, 360.75, 360.76, 360.77, 360.78, 360.79, 360.80, 360.81, 360.82, 360.83, 360.84, 360.85, 360.86, 360.87, 360.88, 360.89, 360.90, 360.91, 360.92, 360.93, 360.94, 360.95, 360.96, 360.97, 360.98, 360.99, 360.100.



THE BOUNDARY MONUMENT IS REFERENCED TO THE CORNER OF THE SECTION 34 SHOWN AS THIS CORNER CHANGED WITH THE SURVEY.



- PROPERTY BOUNDARY MONUMENT LEGEND**
- SET 1/2-INCH DIAMETER IRON PIPE WITH 'CAP' STAMPED 'FIELD-404'
 - FOUND 1/2-INCH DIAMETER IRON PIPE WITH 'CAP' AND 'N.S.'
 - ⊗ GOVERNMENT SECTION CORNER MONUMENT

SURVEYOR'S CERTIFICATION

I, Samuel J. DeLeo, do hereby certify that this plat was prepared by me or under my direct supervision and that the same is a true and correct representation of the boundary survey; that all measurements and calculations were made in accordance with the Minnesota Statutes, Sections 360.01, 360.02, 360.03, 360.04, 360.05, 360.06, 360.07, 360.08, 360.09, 360.10, 360.11, 360.12, 360.13, 360.14, 360.15, 360.16, 360.17, 360.18, 360.19, 360.20, 360.21, 360.22, 360.23, 360.24, 360.25, 360.26, 360.27, 360.28, 360.29, 360.30, 360.31, 360.32, 360.33, 360.34, 360.35, 360.36, 360.37, 360.38, 360.39, 360.40, 360.41, 360.42, 360.43, 360.44, 360.45, 360.46, 360.47, 360.48, 360.49, 360.50, 360.51, 360.52, 360.53, 360.54, 360.55, 360.56, 360.57, 360.58, 360.59, 360.60, 360.61, 360.62, 360.63, 360.64, 360.65, 360.66, 360.67, 360.68, 360.69, 360.70, 360.71, 360.72, 360.73, 360.74, 360.75, 360.76, 360.77, 360.78, 360.79, 360.80, 360.81, 360.82, 360.83, 360.84, 360.85, 360.86, 360.87, 360.88, 360.89, 360.90, 360.91, 360.92, 360.93, 360.94, 360.95, 360.96, 360.97, 360.98, 360.99, 360.100.

Samuel J. DeLeo, Licensed Land Surveyor
Minnesota License Number 42617

STATE OF MINNESOTA
COUNTY OF STEARNS

This instrument was acknowledged before me on this _____ day of _____ 20__ by Samuel J. DeLeo.

Notary Public, Stearns County, Minnesota
My commission expires _____

City Council, City of St. Francis, Minnesota

This plat has been reviewed and approved by the City Council, City of St. Francis, Minnesota.

By: _____ Mayor

By: _____ Clerk

County Surveyor

I hereby certify that in accordance with Minnesota Statutes, Section 360.01, Subd. 11, this plat has been reviewed and approved this _____ day of _____ 20__.

By: _____ Anoka County Surveyor

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 360.01, Subd. 9, taxes payable in the year 20__ on this land are \$_____. Pursuant to Minnesota Statutes, Section 360.01, Subd. 11, there are no delinquent taxes and transfer returned this _____ day of _____ 20__.

Property Tax Administrator

By: _____ Deputy

County Recorder/Registrar of Titles

I hereby certify that this plat of MEADOWS OF ST. FRANCIS 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles of Anoka County, Minnesota, on this _____ day of _____ 20__ at _____ o'clock _____ M., and was duly recorded in Document Number _____.

County Recorder/Registrar of Titles

By: _____ Deputy

County Recorder/Registrar of Titles

