

(RESERVED FOR RECORDING INFORMATION)

**CITY OF ST. FRANCIS  
COUNTY OF ANOKA  
STATE OF MINNESOTA**

**AGREEMENT REGARDING GRADING ON PROPERTY OF MINNETONKA  
GAME AND FISH CLUB**

**THIS GRADING DEVELOPMENT AGREEMENT (“Grading Agreement”)** is made and entered into this \_\_\_\_ day of November, 2023, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”) and Minnetonka Game and Fish Club of St. Francis (“**Developer**”).

**WHEREAS**, the applicant, Minnetonka Game and Fish Club of St. Francis is the owner of the real property legally described in *Exhibit A* to this Agreement (hereinafter the “**Site**” or “**Property**”); and

**WHEREAS**, on October 2, 2023, the St. Francis City Council approved the conditional use permit for the Property to redesign the general purpose range and increase the number of shooting bays to six, improve the existing access drive to address drainage, create a new parking area, and install two 8' x16' accessory structures near the general purpose range to be used for equipment storage subject to conditions; and

**WHEREAS**, the applicant will grade the Site per the plans submitted with the conditional use permit described in *Exhibit B* to this Agreement and provide security as established by the City Engineer;

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Conditions: Developer may commence grading of the Site only to the extent approved by the City Engineer subject to the following conditions:
  - a. The Developer agrees to maintain existing drainage patterns and will construct temporary swales and other measures as necessary to

- maintain existing drainage patterns until such time that culverts and/or storm sewer is constructed.
- b. Developer shall implement erosion control measures as detailed on the Final Plans and as required by the City Engineer. Additionally, Developer shall implement additional erosion control measures as necessary to comply with the NPDES Construction Permit, City Code, and any other statutes or rules relevant to stormwater planning, wetlands, and grading. Developer shall promptly seed all areas disturbed by the grading and mulch with disc anchored straw mulch or acceptable alternatives.
  - c. Developer recognizes that time is of the essence in controlling erosion. If the Developer does not comply with the Final Plans or the requirements of the City Engineer, the City may take such action as it deems appropriate to control erosion, and the Developer hereby grants the City permission to enter upon the land and take such necessary erosion control actions pursuant to Section 3 of this agreement.
  - d. Transport of equipment to the development site shall adhere to all applicable road restrictions.

2. Indemnification. Developer shall indemnify and hold harmless the City from any and all claims or causes of action of whatever nature related to the grading and preparation of the site as set forth in this Agreement. Further, Developer shall indemnify and hold harmless the City from any and all claims or causes of action of whatever nature related to grading and other work done off of the site upon existing utility and drainage easements. Said indemnity and agreement to hold the City harmless includes payment of any and all attorney's fees, engineering fees, witness fees or any other costs and disbursements related to this Agreement, including any City fees or costs expended to enforce the terms and conditions of this Agreement.

3. Security. In order to ensure compliance with this Agreement, or to assure completion or restoration of the site and any work performed or to be performed on easements outside of the site, Developer shall post an Irrevocable Standby Letter of Credit or other security acceptable to the City in the amount of \$2,000 per acre of the approximately six and four tenths (6.4) acres of Property (or the amount determined by the City Engineer to ensure all work is completed) in favor of the City (the "**Grading LOC**") for a total of \$12,800. The City may draw on the Letter of Credit after a written notice of default by Developer. The City may use such drawn upon funds to complete work not performed by Developer as required in this Agreement, to reimburse itself for costs incurred in the drafting, execution, administration, or enforcement of this Agreement. Said Grading Letter of Credit or other security shall remain in place until all work set forth in this Agreement and attached *Exhibit B* (Final Grading and Erosion control Plans) has been completed and approved by the City Engineer.

4. Work Outside Property. In the event the Developer does any work outside the Property owned by Developer, Developer shall submit and have approved by the City Engineer satisfactory plans for work done within easement areas dedicated to the City. Such work must be done solely within the easement area and within the parameters of the rights granted to the City by the easement. The work done shall consist of grading and restoration as per directions of the City Engineer, as well as restoration of any specific property improvements on individual lots disturbed by the activity. The work shall be done in conformance with the directions of the City Engineer. Any necessary right of entry and right to construct on the property must be received from individual property owners. Obtaining any said right of entry and/or right to construct is the sole responsibility of the Developer as is an obligation to inform the property owner of what work will occur upon the easement area and when it will happen. In undertaking this construction activity within the defined easements, Developer is not acting as an agent of the City. Restoration of the easement areas shall be completed as directed by the City Engineer.

5. Wetlands. Developer shall not conduct work in any wetland areas for which Developer has not obtained necessary permits and approvals from appropriate governmental entities.





**EXHIBIT A**

**LEGAL DESCRIPTION**

*To be added.*

**EXHIBIT B**

**FINAL GRADING, DRAINAGE AND EROSION CONTROL PLANS**

*To be added.*