

(RESERVED FOR RECORDING INFORMATION)

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

**AGREEMENT AND WAIVER REGARDING PRE-APPROVAL GRADING OF
THAT PLAT KNOWN AS THE BLUFFS OF RUM RIVER**

THIS GRADING DEVELOPMENT AGREEMENT (“Grading Agreement”) is made and entered into this ____ day of October, 2022, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”) and **THE BLUFFS OF RUM RIVER, LLC**, a limited liability company under the laws of the State of Minnesota (“**Developer**”).

WHEREAS, the applicant, Landform Professional Services, LLC, working on behalf of The Bluffs of Rum River, LLC applied for and received an approved preliminary plat for the property designated as the BLUFFS OF RUM RIVER (hereinafter the “Plat” or “Site” or “Property”)

WHEREAS, on August 4, 2025, the St. Francis City Council approved the Preliminary Plat and PUD plans for Developer subject to conditions of Resolution 2025-40; and

WHEREAS, on August 4, 2025, the St. Francis City Council approved a Conditional Use Permit for the construction of public roads for Developer subject to conditions of Resolution 2025-41; and

WHEREAS, the applicant has requested early grading of the Site and adjacent easement areas prior to executing the Development Agreement, in order to allow possible construction within the plat this year and the Council has determined that they would allow limited dirt work on Site subject to Developer executing this Agreement and providing security as established by the City Engineer.

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

1. Conditions: Developer may commence limited grading of the Site for Developer only to the extent approved by the City Engineer subject to conditions as

determined by the City Engineer. No work will be undertaken until Developer has, at a minimum, completed the following:

- a. Provide proof of ownership.
- b. Developer submits all plan sets which affect grading and erosion control and then updates and revises same for final approval of the City Engineer prior to the execution of the Development Agreement for this Plat.
- c. Developer shall implement all erosion control measures as indicated on the Preliminary Plans and additionally erosion control measures as necessary to comply with all erosion control requirements contained in the City's Code, MPCA requirements, or any other statutes. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, the City may, with reasonable notice, take action as it deems appropriate in accordance with all applicable laws, ordinances or regulations or according to this Agreement.
- d. The Developer shall obtain from the Minnesota Pollution Control Agency Authorization to Discharge Stormwater Associated with Construction Activity under the National Pollutant Discharge Elimination System (NPDES) / State Disposal System (SDS) Program. The Developer shall provide to the City a copy of the Coverage Card prior to commencing any grading activity.
- e. Notwithstanding the above, no impacts to wetlands on the site shall be made until after such time that a Wetland Replacement Plan has been approved by the City and an executed Wetland Credit Withdrawal Transaction form has been provided to the City from the Developer.
- f. The Developer shall schedule a pre-construction conference with the City Engineer, City Staff, Contractor, Developer's Engineer, and Developer prior to any work commencing on the site.
- g. Obtained a permit from the Anoka County Highway Department for work within right-of-way.
- h. Obtained a permit from the Minnesota Department of Transportation for work within right-of-way.

2. Acceptance of Risk. The Developer acknowledges that the Preliminary Plans have not been approved by the City and expressly agrees that all work performed pursuant to the terms of this Agreement shall be at the Developer's sole risk and expense. All work undertaken prior to full compliance with City ordinances including, but not limited to, execution of the Development Agreement and posting of all required security, is solely at the risk of Developer.

3. 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 Grading 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 Grading Agreement, including any City fees or costs expended to enforce the terms and conditions of this Grading Agreement.

4. Security. In order to ensure compliance with this Grading 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 \$43,500 (21.75 acres x \$2,000 per acre) in favor of the City (the "**Grading LOC**"). Said Grading Letter of Credit or other security shall remain in place until: 1) all work set forth in this Grading Agreement and attached *Exhibit B* (Preliminary Grading and Erosion Control Plans) has been completed and approved by the City Engineer, and 2) the Construction Work described in the Development Agreement has been completed, approved by the City Engineer and released by the City Council of the City in at least the amount of \$35,860.00. It being the intention of the City and Developer that the Grading Letter of Credit, or a portion thereof as determined by the City Engineer, shall secure the performance of the grading work described herein and shall be extended as additional security for the Development Agreement, as required.

5. Transport of Equipment and Material. All transport of equipment and material to the development Site necessary to complete the work under this Grading Agreement shall adhere to all applicable road restrictions.

6. 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 outside the property. 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.

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

Dated: _____

CITY OF ST. FRANCIS

Mark Vogel, Mayor

Jennifer Wida, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mark Vogel and Jennifer Wida, respectively Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

Dated: _____

DEVELOPER

**THE BLUFF'S OF RUM RIVER,
LLC**

By Todd Christenson
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Todd Christenson, the President of The Bluffs of Rum River, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, Minnesota 55433
Telephone (763) 780-8500 (DRS)

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

The West half of the Southwest Quarter (W 1/2 of SW 1/4), Section 29, Township 34, Range 24; the East half of the Southwest Quarter (E 1/2 of the SW 1/4) of Section 29, Township 34, Range 24, except that part described as follows:

That part of the E 1/2 of the SW 1/4 described as follows:

Commencing at the Southeast corner of the East half of the Southwest Quarter (E 1/2 of SW 1/4) and proceeding thence North on the East line of the East half of the Southwest Quarter (E 1/2 of SW 1/4); to the center line of the Rum River, a natural waterway; and proceeding thence Southwesterly along the center line of the Rum River to the West line of the East half of the Southwest Quarter E 1/2 of SW 1/4) and proceeding thence South on the West line to the Southwest corner of the East half of the Southwest (E 1/2 of SW 1/4); thence East on the South line of the East half of the Southwest Quarter (E 1/2 of SW 1/4) to the point of commencement.

EXCEPT Parcel 30 of Minnesota Department of Transportation Right-of-Way Plat No. 02-27.

Parcel B:

The North 4 acres of that part of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4), Section 29, Township 34, Range 24, Anoka County, Minnesota, that lies West of the Rum River.

Parcel C:

That part of the Southeast Quarter of Section 29, Township 34, Range 24, lying West of the Rum River, except the North 4 acres, Anoka County, Minnesota.

EXHIBIT B

PRELIMINARY GRADING, DRAINAGE AND EROSION CONTROL PLANS