

(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 RIVERS EDGE 8TH ADDITION**

THIS GRADING DEVELOPMENT AGREEMENT (“Grading Agreement”) is made and entered into this ____ day of July, 2025, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”) and **ST. FRANCIS LAND DEVELOPMENT, LLC**, A Minnesota limited liability company (“**Developer**”).

WHEREAS, the applicant, St. Francis Land Development, LLC, a Minnesota limited liability company, developer of the real property legally described in *Exhibit A* to this Agreement has applied for and received approval for a preliminary plat and is seeking final plat approval for the property designated as RIVERS EDGE 8TH ADDITION (hereinafter the “Plat” or “Site” or “Property”); and

WHEREAS, on April 2, 2018, the St. Francis City Council approved the overall Rivers Edge PUD Development Stage and preliminary plat subject to conditions; and

WHEREAS, the St. Francis City Council adopted findings and decision approving the preliminary plat for Rivers Edge, 8th Addition in the following manner: Phase 1 final plat (east 23 lots): April 2, 2018. Phase 2 final plat (6 lots): June 17, 2019. Phase 3 final plat (10 lots) September 3, 2019. Phase 4 final plat (5 lots) July 6, 2020, Phase 5 final plat (45 lots) June 16, 2021, Phase 6 final plat (21 lots) June 6, 2022, Phase 7 final plat (23 lots) August 5, 2024 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 Rivers Edge 8th Addition 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 submits all plan sets which affect grading and erosion control and then updates and revises same for final approval of the City Engineer all prior to grading being authorized prior to the execution of the Development Agreement for this plat.
- c. Developer shall implement erosion control measures as detailed on the Preliminary 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.
- d. Developer recognizes that time is of the essence in controlling erosion. If the Developer does not comply with the Preliminary 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 4 of this agreement.
- e. Transport of equipment to the development site shall adhere to all applicable road restrictions.

2. Acceptance of Risk. 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. 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.

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 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.

4. 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 thirty-one (14.5) acres 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 \$29,000. 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: 1) all work set forth in this Agreement and attached *Exhibit B* (Preliminary Grading and Erosion control Plans) has been completed and approved by the City Engineer, 2) the Development Agreement has been approved by the St. Francis City Council and signed by the Developer, and 3) the Construction Work described in the Development Agreement has been sufficiently completed and approved to the satisfaction of the City Engineer, and released by the approval of the City Council.

5. 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.

6. 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

Kate Thunstrom, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of July 2025, by Mark Vogel and Kate Thunstrom, respectively Mayor and City Administrator 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

DEVELOPER

**ST. FRANCIS LAND
DEVELOPMENT, LLC**

By _____
Its _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of July 2025, by _____, the _____, of St. Francis Land Development, LLC, a Minnesota limited liability company, on behalf of the 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

EXHIBIT B

PRELIMINARY GRADING, DRAINAGE AND EROSION CONTROL PLANS