

**SITE IMPROVEMENT PERFORMANCE AGREEMENT**

**Between the City of St. Francis**

**And**

**Vista Prairie at Eagle Pointe, LLC**

**THIS AGREEMENT**, entered into this \_\_\_ day of May, 2024 by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation (“CITY”) and VISTA PRAIRIE AT EAGLE POINTE, LLC, a Minnesota limited liability company under the laws of the State of Minnesota (“DEVELOPER”).

**RECITALS**

**WHEREAS**, DEVELOPER has proposed construction of Senior housing to be constructed on the following described property;

PID 32-34-24-23-0001 according to Plat on file and of record at the Office of the County Recorder, Anoka County, Minnesota; and

**WHEREAS**, DEVELOPER is the fee owner the parcel of land described as PIN 32-34-2423-0001 (the Subject Property) which lot measures approximately 17.93 acres; and

**WHEREAS**, the lot is subject to Planned Unit Development (PUD) plans adopted by the City Council on April 18, 2022; and

**WHEREAS**, the building and improvements on PIN 32-34-24-23-0001 shall be constructed, maintained and operated in accordance with the approved PUD plans; and

**NOW THEREFORE**, in consideration of the promises and mutual promises hereinafter contained, it is agreed between the parties as follows:

1. **Development Plans.** The Senior housing shall be developed on the Subject Property in accordance with the Site Development plans as referenced in Exhibit A dated December 1, 2022 and on file and of record at City and Construction Plans for Ambassador Boulevard Improvements as referenced in Exhibit B dated May 13, 2022 herein fully incorporated herein by reference and the conditions stated below (hereinafter the “Development Plans”). If the

Development Plans vary from the written terms of this Agreement, the Building Development Plans shall control.

2. **Right to Proceed.** Unless a written exemption is provided by the City to Developer, within the Property, 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 all the following conditions have been satisfied: 1) this Contract 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 Property is in the name of the Developer; 3) Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City's administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.
3. **Private Improvements.** The Developer agrees that it shall cause to be constructed and installed certain private improvements ("Private Improvements") on the Subject Property. All Private Improvements are to be installed at Developer's sole cost and expense pursuant to this Agreement and the private improvements to the Subject Property shall include those improvements shown on the Development Plans.

Developer shall construct such Private Improvements in accordance with all applicable building codes, ordinances and City standards and the Development Plans furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits before construction of the Building. City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work.

Within thirty (30) days after the completion of Building and before any security is released, the Developer shall supply the City with a complete set of reproducible "as built" plans which shall be provided in electronic AutoCAD files to the City Engineer. The cost of preparing these plans shall be paid for by the Developer.

4. **Easement Agreement Regarding Public Access to Private Property.** The Developer and City acknowledge that a portion of the Development Plans will require public access for turnaround purposes. The Developer hereby approves an easement on and over the Developer's Property for the City for the purposes of turning around equipment subject to the terms of the Easement Agreement executed between the City and the Developer as listed in Exhibit C.

5. **Grading, Landscaping and Drainage.** The Developer shall be responsible for grading, landscaping and storm water management on the Subject Property as more fully set forth in this Agreement.
  - A. Landscaping. Developer shall maintain the sod and landscape of boulevard areas adjacent to the Subject Property as shown in the Development Plans through at least one growing season and to the satisfaction of City. The long-term maintenance of sod and landscaping of boulevard areas shall be the responsibility of Developer. Further, Developer shall be responsible for mowing, elimination of weeds and removal of any garbage or debris on the Subject Property.
  - B. Developer shall comply with the approved Landscaping Plan and conditions of the approved Site Development plans.
  - C. Erosion Control. The erosion control plan for the Subject Property within the Development Plans has been reviewed and approved by City and shall be implemented by Developer prior to grading of the Subject Property. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after completion of work in that area. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, 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. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.
  - D. Grading Plan. Grading of the Subject Property shall be in accordance with the approved Grading Plan as provided in the Development Plans.
6. **Hours of Construction; Noise and Dust Control.** The Developer shall limit grading and construction of Improvements within the Subject Property to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the City Engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's control.
7. **Pre-Construction Activity.** Developer shall schedule a pre-construction meeting with City to review the proposed schedule for grading and construction of the building and related improvements as set forth on the Development Plans, and to coordinate the schedule with the City Engineer.
8. **Ownership of Improvements.**
  - A. **Water System.**

- a. Initial Construction. The Developer agrees to construct the internal private water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer shall make periodic site visits during construction to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections. The Developer shall also provide "as constructed" plans prior to the City allowing connections to the water system.
- b. Maintenance of the water system Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the water system and for observing all applicable laws and regulations. The Developer shall annually flush the water system at a date and time as determined by the Public Works Director. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the water system as set forth in this agreement.
- d. City's Maintenance Rights. The City may maintain the water system, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the water system in accordance with applicable laws and regulations and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the water system within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the water system benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the

foregoing, in the event to an emergency, as determined by the Public Works Director, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

**B. Storm Water Drainage.**

- a. Initial Construction. The Developer agrees to construct the private storm water drainage facilities for the project, including the infiltration basins/storm water ponds and storm water pipes and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.
- b. Maintenance of the Storm Water Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm Water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm Water Improvements. The Developer shall complete inspections of the Storm Water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the infiltration basins, and removal of sediment and/or debris in the infiltration basins. The Developer acknowledges that the storm water improvements associated with this project includes infiltration basins for storm water treatment and volume control. If at any time the infiltrating ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Storm Water Improvements as set forth in this agreement.
- d. City's Maintenance Rights. The City may maintain the Storm Water Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Storm Water Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall

specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Storm Water Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Storm Water Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

9. **Permanent Access and Maintenance Easement.** The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Storm water Improvements as set forth in this agreement.
10. **Clean Up.** Developer shall promptly clean any and all dirt and debris from streets resulting from construction work by Developer, its agents or assigns during the work and construction required by this Agreement.
11. **Administrative Fee.** Not applicable.
12. **Park and Trail Dedication.** Park and Trail dedication requirements for this project are \$2,500.
13. **Storm Water Fees, and Storm Water Basin.** No Storm Water Fees are applicable to the Subject Property. Developer shall manage the storm water on the site in accordance with the Development Plans.
14. **Sewer Availability Charges.** The Sewer Availability Charges for the Subject Property are as follows: 17.93 acres x \$4,150/acre = \$74,409.50
15. **Sewer Connection Fees.** Sanitary sewer connection fees are paid at the time of issuance of a building permit. The sewer connection fees shall be

determined at the time that building plans are submitted and reviewed by CITY.

16. **Water Availability Charges.** The Water Availability Charges for the Subject Property are as follows: 17.93 acres x \$2,956/acre = \$53,001.08
17. **Water Connection Fees.** Water connection fees are paid at the time of issuance of a building permit. The water connection charges shall be determined at the time that building plans are submitted and reviewed by CITY.
18. **Street and Traffic Control Sign Fees.** Not applicable. The Developer shall install all internal traffic control signs.
19. **City Engineering, Engineering Administration, Construction Observation, and Legal Fee Escrow and City Fees.**

Developer shall pay escrow for the City's engineering, engineering administration and construction observation services of following execution of this agreement, in the estimated amount set forth below. City engineering administration will include consultation with Developer and its engineer on status or problems regarding the Project, monitoring during the warranty period, general administration and processing of requests for reduction in security. Fees for this service shall be the actual amount billed for those service. Developer shall pay for construction observation performed by the City Engineer. Construction observation shall include part or full time observation, as determined by the City Engineer, and will be billed at hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, City will notify Developer of anticipated cost overruns for engineering administration and observation services.

The Escrow and Fee account shall include estimated escrow for City Engineering, Engineering Administration and Construction Observation limited to the Municipal Improvements, as follows:

### **ESCROW**

City Construction Administration and Observation Escrow \$15,000.00  
(actual billings to be paid)

### **FEES**

Park and Trail Dedication	\$2,500.00
Sewer Availability Charge	\$74,409.50
Water Availability Charge	\$53,001.08

**TOTAL** **\$144,910.58**

These Escrow and Fee amounts shall be submitted to City prior to City executing this Agreement. Any Escrow amounts not utilized for legal and engineering charges incurred by the City under this Agreement shall be returned to Developer when all improvements have been completed, all financial obligations to City satisfied, and all required “as-built” plans have been received by City.

Engineering, planning and legal fees incurred prior to the execution of this Agreement shall be deducted from escrow already submitted with the PUD application or charged against the escrow herein established.

All other amounts listed as one-time fees are non-refundable and available immediately for City use when posted.

- 20. **Security.** To ensure compliance with the terms of this Agreement, and construction of all Municipal Improvements, Developer shall furnish City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of \$710,375 said amount calculated as follows:

Erosion Control and Stormwater Improvements	\$225,000
Final Landscaping	\$347,750
Turn Lane	\$137,625
<b>TOTAL SECURITY (x 125%)</b>	<b>\$710,375</b>

The issuer and form of the security (other than cash escrow) shall be subject to City approval, which approval shall not be unreasonably withheld. The security shall be issued by a banking institution in good standing as determined by City and approved by the City Administrator. City shall have the ability to draw on the Security by overnight courier delivery to the bank or branch bank issuing the Letter of Credit. The City in the acceptance of cash will deposit the funds into a market interest earning account in which gains shall be paid back to the project at the time of final draw.

City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of Developer to inform City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the Project relative to the security and this Agreement. If, for whatever reason,



the security lapses prior to complete compliance with this Agreement (other than during any warranty period), Developer shall immediately provide City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, City may also draw down the security.

City may draw down the security for any violation of the terms of this Agreement (after any reasonable notice to Developer and cure periods). If the security is drawn down, the proceeds shall be used to cure any default. City will, upon making determination of final costs to cure any default, refund to the Developer any monies which City has in its possession which are in excess of the security needed.

Upon receipt of proof satisfactory to City that work has been completed and financial obligations to City have been satisfied, the security will be reduced from time to time down to the amount of warranty security as set forth in paragraph 22 of this Agreement.

The security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to City satisfied (which includes posting of warranty security), and required “as built” plans have been received by City. The intent of this Agreement that City shall have access to sufficient security, either security or warranty security, to complete the Project and insure warranty on all public improvements.

The security amount shall be submitted to City prior to execution of the Agreement.

21. **Warranty.** Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by City. The amount of posted security for public improvements to be posted by Developer shall be in the amount of \$71,037.50. The amount has been determined by the City Engineer and is based upon 10% of the initial security amount.
22. **Restrictions.** The following restrictions apply to the Subject Property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Plat and insuring all conditions imposed by City in this Agreement are properly recorded against the Final Plat. Said conditions shall run with the real property and be binding upon all parties having a right, title or interest in the Subject Property or any part thereof, their heirs, executors, representatives, successors and assigns:

- A. Developer shall comply with all other terms and conditions of the approved PUD plans.
23. **Permits.** To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:
- A. City of St. Francis Building Permits
  - B. NPDES Permit from the MPCA
24. **Developer's 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, after written notice thereof and expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract 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 thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.
25. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000.00 for each occurrence; limits for property damage shall be no less than \$1,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
26. **Maintenance of the Property.** The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct

or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.

27. **Compliance with Laws and City Approvals.** The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Development Plans. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.
28. **Agreement Runs with the Land.** 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 the Developer has fee title to all the Property and that there are no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
29. **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 approval of the Development Plans. 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 acts of gross negligence by the City.
30. **Responsibility for Costs.**
  - A. Except costs for Developer's Internal Improvements, Developer shall pay all costs incurred by it or City in conjunction with the development of the PUD Plans and the building, including, but not limited to legal, planning, engineering, and inspection expenses in connection with the development and said Building.
  - B. Developer shall hold City and its officers, employees and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Developer's acts or failures to act in connection with development of the Subject Property by Developer. Developer shall indemnify City and its officers, employees and agents for all costs, damages or expenses which City may pay or incur in consequence of such claims, including attorney's fees.

- C. Developer shall reimburse City for costs incurred in the enforcement of this Agreement, including engineering fees, planning fees, attorney's fees, and costs and disbursements. City shall reimburse Developer for costs incurred in the enforcement of this Agreement, including engineering fees, attorney's fees, and costs and disbursements.
- D. Developer shall pay in full all bills submitted to it by City for obligations incurred under this Agreement and agreed to be paid by Developer under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, and Developer does not reasonably dispute the payment of amount of such bill City may either reimburse itself from existing Escrow or Security or may halt all Building development work and construction until all bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

**31. Miscellaneous.**

- A. Third parties shall have no recourse against City under this Agreement.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. The action or inaction of City or Developer 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. City's or Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- D. This Agreement shall run with the land, shall be recorded against the title to the Subject Property, and shall be binding on all parties having any right, title or interests in the Subject Property or any part thereof, their heirs, successors and assigns.
- E. Each right, power or remedy herein conferred upon City or Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City or Developer, 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 City or Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- F. Developer shall pay for all local costs related to drainage improvements required to complete the construction of the Plat and building according to the Development Plans. Local costs are costs related to required internal drainage improvements such stormwater infrastructure.
  - G. Should development of the Subject Property or the building proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to Developer, upon Developer's application, City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
  - H. Developer shall demonstrate and maintain compliance with the 1991 Wetland Conservation Act, as applicable.
  - I. Developer shall be responsible for all on site drainage for the Subject Property, as well as for any affects their actions may have on adjoining properties.
32. **Violation of Agreement.** If while the escrow or security provided in this Agreement is outstanding, a violation of any of the covenants or agreements herein contained occurs and such violation is not cured within thirty (30) days after written notice thereof from City to Developer, City may draw upon the Developer's escrow or security to cure any violation of the Agreement and to reimburse City for any costs incurred in curing the violation.
33. **Maintain Public Property Damaged or Cluttered During Construction.** Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, street, street sub-base, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of construction activity which takes place during development of the Subject Property by Developer or its contractors, except for damage caused by City , its employees, agents or contractors. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the Developer's construction that takes place on the Subject Property. In the event that Developer is required to maintain or repair such damage and fails to maintain or repair the damaged public property referred to aforesaid within thirty (30) days after written notice from City or such longer period as may reasonably necessary or in the event of an emergency as shorter time period as determined by City, City may, upon notifying Developer undertake making or causing it to be repaired or maintained. When City undertakes such repair, Developer shall reimburse City for all its reasonable expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days, the security shall be responsible for reimbursing City.

34. **Non-Assignment Without Consent.** The obligations of Developer under this Agreement may be assigned by DEVELOPER if the assignment is approved by City. However, Developer shall not be released from its obligations under this Agreement without the express written consent of the City Council through Council resolution.
35. **Subordination.** This Agreement must be recorded against the Subject Property and all other liens, interests or mortgages shall be subordinate to the terms and conditions this Agreement and said Agreement shall not be subject to foreclosure by any other lien, interest or mortgage.
36. **Notices.** Required notices to Developer shall either hand delivered to Developer, its employees or agents, or mailed to Developer by registered mail or sent by overnight delivery at the following address:

Vista Prairie Communities  
Attn: James E. Bettendorf  
11180 Zealand Avenue North  
Champlin, MN 55316

Notice to City shall be in writing and shall be either hand delivered to or mailed by registered mail or sent by overnight delivery to the following address:

City of St. Francis,  
Attention City Administrator  
23340 Cree Street NW  
St. Francis, MN 55070

37. **Agreement Effect.** This Agreement shall be binding and extend to the respective representatives, heirs, successors and assigns of the parties hereto.
38. **Amendment.** This Agreement shall be amended only by addendum executed by both parties to this Agreement.

*Remainder Intentionally Left Blank*

*Signature Pages to Follow*

**IN WITNESS WHEREOF**, Developer and City have executed this Agreement as of the day and year above first written.

**CITY OF ST. FRANCIS**

BY: \_\_\_\_\_  
Joseph Muehlbauer

ITS: Mayor

(SEAL)

BY: \_\_\_\_\_  
Jennifer Wida

ITS: City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Joseph Muehlbauer and by Jennifer Wida, respectively the 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

DOCUMENT DRAFTED BY:  
BARNA, GUZY & STEFFEN, LTD.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard

Coon Rapids, MN 55433  
(763) 780-8500 (DRS)

**VISTA PRAIRIE AT EAGLE POINTE,  
LLC**

A Minnesota limited liability company

BY: \_\_\_\_\_

James E. Bettendorf

ITS: President and Chief Executive Officer

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by James E. Bettendorf the President and CEO of Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**

**DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY**

Site Improvement Plans for

**EXHIBIT B**  
**CONSTRUCTION PLANS FOR AMBASSADOR BOULEVARD**  
**IMPROVEMENTS**

**EXHIBIT C**  
**EASEMENT AGREEMENT**