



**Town Board  
Meeting Supplement  
June 22, 2018**

**Supplemental Information:**

**8.A.1 Improvement 2018-2 – Three Oaks of White Bear Township (formerly Cambridge Downs):**

1. Approve Development Agreement

Town Attorney Correspondence / Owner/Developer Proposed Changes  
Revised Development Agreement

\*\*\*\*\*

**Town Board  
Meeting Supplement  
June 4, 2018**

**Supplemental Information:**

**Agenda Number: 8.A.1**

**Subject: Improvement 2018-2 – Three Oaks of White Bear Township (formerly Cambridge Downs):**

1. Approve Development Agreement

**Documentation:** Town Attorney Correspondence /  
Owner/Developer Proposed Changes /  
Revised Development Agreement

**Action / Motion for Consideration:**

Receive Information / Discuss

Approval of Revised Development Agreement & Authorize Execution  
by the Town Board Chair & Clerk

\*\*Note that all recommendations of the Town Attorney & Owner/Developer have been incorporated into the revised Agreement, except for the Township's approval of park plans – per the Town Planner it is private & the Township will not be involved.

# Kelly & Lemmons, P.A.

A T T O R N E Y S   A T   L A W

• Chad D. Lemmons  
chadlemmons@kellyandlemmons.com

Real Property Law Specialist, Certified by the Real  
Property Section of the Minnesota State Bar Association

Town Board  
Town of White Bear

June 15, 2018

VIA EMAIL

**RE:    Development Agreement - 3 Oaks of White Bear Township**

Dear Sirs,

I have reviewed the Development Agreement and I find it acceptable with the following comments. First concerning paragraph 6 Plat, I would recommend adding language making it the responsibility to the owner/developer to prepare and record the final Plat with the Ramsey County's Recorder's Office. Next Site Plan. I would recommend language requires that the plans for the retaining walls be signed by either a registered engineer or architect. Park improvements, has the town and developer agreed to plans for the construction of the private park. If plans have been agreed to then the developer agreement should reference those approved plans. If plans have been not agreed to then the first sentence should read as follows: "Construct a 0.50 acre PUD act of recreational area (private park), in the Outlot pursuant to plans approved in writing by the Town". This assumes the Town wishes to approve all plans for the private park. If you have any questions regarding this letter please feel free to contact me.

Respectfully yours,

**KELLY & LEMMONS, P.A.**

*/s/ Chad D. Lemmons*

Chad D. Lemmons  
CDL/ran

OWNER  
COMMENTS

### DEVELOPMENT AGREEMENT

AGREEMENT entered into as of this 18<sup>th</sup> day of June, 2018, by and between the TOWN OF WHITE BEAR, a municipal corporation under the laws of the State of Minnesota (TOWN), and NORTH OAKS COMPANY, LLC, a Limited Liability Corporation under the laws of the State of Minnesota (OWNER/DEVELOPER):

WHEREAS, the OWNER/DEVELOPER are the owners of all that tract of land described as the proposed plat to be known as THREE OAKS OF WHITE BEAR TOWNSHIP which is described as follows:

All that part of the S  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 4, Township 30, Range 22, Ramsey County, Minnesota, lying west of the center line of Peterson Road, except the following described property: Beginning at a point on the west line of the SE  $\frac{1}{4}$  of said Section 4, distant 220 feet south of the NW corner of S  $\frac{1}{2}$  of the S  $\frac{1}{2}$  of said SE  $\frac{1}{4}$ : thence east along a line drawn parallel with the north line of said S  $\frac{1}{2}$ , S  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , a distance of 1155.59 feet; thence northeasterly a distance of 221.05 feet to point on the north line of said S  $\frac{1}{2}$ , S  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , which point is located 1182.02 feet east of the NW corner of said S  $\frac{1}{2}$ , S  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ; thence west along said north line a distance of 1182.02 feet to the NW corner of said S  $\frac{1}{2}$ , S  $\frac{1}{2}$ , SE  $\frac{1}{4}$ ; thence south along the west line of said S  $\frac{1}{2}$ , S  $\frac{1}{2}$ , SE  $\frac{1}{4}$  a distance of 220 feet to the point of beginning,

together with:

All that part of the N  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9, Township 30, Range 22, Ramsey County, MN., lying west of the centerline of Peterson Road; excepting therefrom that part of thereof conveyed to Ramsey County by Quit Claim Deed filed November 8, 1912, as Document Number 431002, described as follows: A strip of land on the north side of Section 9, 16.5 feet wide on either side of Old Centerville Road; thence south along the centerline of said road a distance of 660 feet to the land of Oliver LeMay.

all in Ramsey County, Minnesota (PROPERTY),

AND WHEREAS, Town Ordinances require that before the Town Board approves a final plat of a new subdivision, the OWNER/DEVELOPER shall give

satisfactory assurances as to the payment of permits, fees, and other TOWN charges relating to the PROPERTY:

NOW, THEREFORE, THE PARTIES AGREE, for themselves and their respective heirs, successors and assigns as follows:

1. The OWNER/DEVELOPER hereby requests that the entire cost of the Improvements referred to in Paragraph 3 hereof (the IMPROVEMENT), be paid out of the cash escrow to be deposited with the TOWN by the OWNER/DEVELOPER.

2. The total cost of the IMPROVEMENT to be paid by the OWNER/DEVELOPER is estimated to be \$991,800.00, \$99,180.00 of which has been received by the TOWN previously, leaving an estimated cost of the IMPROVEMENT of \$892,620.00, and in accordance with Section 9-2.1 and 9-2.1(a) of Ordinance No. 15 (Subdivision), the OWNER/DEVELOPER shall deposit with the Town Clerk, as payment for the IMPROVEMENTS to be installed by the TOWN, a cash escrow in the amount of \$1,115,775.00 which represents 125% of the estimated cost of the IMPROVEMENT as reasonably determined by TKDA, the TOWN's consulting engineers. Should the actual bids for the IMPROVEMENT cause the total cost to exceed such figure by more than 10%, the cash escrow shall be increased proportionately, within thirty (30) days of receipt of the bids.

Any reduction in the cash escrow deposit shall be certified by the TOWN Engineer and approved by the TOWN.

3. The IMPROVEMENTS to be installed by the TOWN are described on the attached Exhibit A. Total cost shall mean the actual construction costs, and all legal, administrative and engineering fees and expenses, and any other related costs.

4. The TOWN shall reimburse itself out of the cash escrow for costs and expenses as they accrue. No other party shall have any rights, liens, encumbrances or pledges to the cash escrow and said cash escrow shall be exclusively for this Development Agreement.

The TOWN shall also have the authority to reimburse it's self for any remedial work which the TOWN determines, at its sole discretion, is necessary to correct any work described in Paragraph 6 hereof which is the responsibility of the OWNER/DEVELOPER.

The TOWN shall provide OWNER/DEVELOPER copies of all invoices or progress payments for work paid out of cash escrow at time of payment, with a detailed summary of all project costs to date once per month.

Any remaining balance less retainage if any, will be returned within thirty (30) days after the TOWN Engineer has notified the TOWN in writing that the IMPROVEMENTS have been completed and the TOWN has accepted the same.

5. The OWNER/DEVELOPER, or their successors in title or their successor's agents will also pay the following charges for each lot for which a building permit is issued, at the time the building permit is issued:

Prevailing Metropolitan Council Service Available Charge – currently \$2,485.00  
Prevailing Town Water Availability Charge – currently \$2,440.00 [what is credit for Developer paying for a portion of 16" water main loop in Centerville Road?]  
Prevailing Town Sewer Availability Charge – currently \$600.00

**Private Improvements**

6. The OWNER/DEVELOPER shall be responsible for the following private improvements to the PROPERTY:

**Plat:**

- Align the property lines between Lots 10 and 11, Block 1, as close as possible with the rear lot line of the existing properties to the south for extension of the sanitary sewer system.

**Site Plan:**

- Provide signed plans for retaining walls with a height greater than 4'-0" above adjoining grade, if required by Owner/Developer; and
- ~~Adjacent to retaining walls, install barriers on right-of-way to protect vehicles/pedestrians.~~

**Site Grading:**

- Install silt fence, tree protection fence, and rock construction entrance;
- Clear and grub trees and brush;
- Salvage topsoil;
- Grade site in accordance with approved grading plan;
- Grade boulevards and streets in within +/- 0.2-foot of planned subgrade;
- Replace salvaged topsoil; and
- Seed and mulch disturbed areas.

**Drainage:**

- Grade the stormwater treatment pond and infiltration area in accordance with approved Drainage Plan.

**Streets:**

- Colaborate with The Town to Rreceive Ramsey County approval ~~to and~~ install a 100-foot turn lane with 50-foot taper on Centerville Road in lieu of the 150-foot lane required by the County.

**Private Utilities:**

- Arrange and pay for installation of natural gas, and electricity; Owner/Developer shall provide timely access for, telephone, and cable television providers to install systems throughout the subdivision at providers expense; and
- Street lights are not required ~~and shall~~but may be installed at the developer's discretion and expense.

**Signage:**

- Install and pay for street name signs and traffic control signs. All signs must meet current requirements including and not limited to size and reflectivity. The TOWN shall approve all signage prior to developer installation.

**Landscaping:**

- Install landscaping and erosion control in accordance with approved Landscaping Plan.

**Park Improvements:**

- ~~Construct~~ Provide a 0.50 acre area for The Town to use for PUD active recreational area (private park) in the Outlot, if desired by The Town. Future Peterson Road drainage may be incorporated into the park design.

**Model Home Construction**

- Owner/Developer will be allowed to obtain building permits for two (2) homes on Build Lots near Centerville Road immediately following the completion of grading and utilities in immediate proximity to the Build Lots. Owner/Developer will not impede progress of The Town's contractor and The Town will not issue a certificate of occupancy until the first lift of pavement and utilities are complete.

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7. As and for the Park Fee for the proposed plat of THREE OAKS OF WHITE BEAR TOWNSHIP, the OWNER/DEVELOPER shall pay to the TOWN the sum based on ten-percent (10%) of the mutually agreed appraised property (undeveloped) value of, up to a maximum of \$83,500.00 in cash, to be payable as follows: At the time a building permit is issued for a lot, of which there are 28, the sum of \$2,982.14 per lot will be paid to the TOWN; however, all park fees shall be paid in full within three (3) years from the date of approval of the final plat, whether or not permits have been issued.

Such cash payment shall be placed in a special fund by the TOWN and used only for the acquisition of land for parks, playground sites and open space, development of existing parks, playground sites and public open space and debt retirement in connection with land previously acquired for such public purposes, said payment

representing ten percent of the market value of the undeveloped land in the proposed subdivision.

8. All of the terms and conditions herein shall run with the land and shall bind all successors and assigns of the OWNER/DEVELOPERS.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

TOWN OF WHITE BEAR

NORTH OAKS COMPANY, LLC

By: \_\_\_\_\_  
ROBERT J. KERMES,  
Town Board Chair

By: \_\_\_\_\_  
MARK HOUGE,  
President

ATTEST:

By: \_\_\_\_\_  
WILLIAM F. SHORT,  
Clerk-Treasurer

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2018, by ROBERT J. KERMES, Chair of the Town Board of Supervisors and by WILLIAM F. SHORT, Clerk-Treasurer of the Town of White Bear, Minnesota, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public Ramsey Cty., Minn.

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2018, by MARK HOUGE, President of North Oaks Company, LLC, a Minnesota Limited Liability Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public Ramsey Cty., Minn.

**Exhibit A**

**IMPROVEMENTS TO BE INSTALLED**

The acquisition, installation and construction of watermain extensions and appurtenances thereto, and a sanitary sewer collections system including collectors, laterals, mains and appurtenances thereto, and also street construction and reconstruction, curbing and storm drainage and appurtenances thereto.

## DEVELOPMENT AGREEMENT

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**Plat:**

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- Recording of the Final Plat with the Ramsey County Recorder's Office.

**Site Plan:**

- Provide signed plans for retaining walls
- Provide signed plans for retaining walls with a height greater than 4'-0" above adjoining grade, if required by Owner/Developer; and
- Adjacent to retaining walls, install barriers on right-of-way to protect vehicles/pedestrians.

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- Replace salvaged topsoil; and
- Seed and mulch disturbed areas.

**Drainage:**

- Grade the stormwater treatment pond and infiltration area in accordance with approved Drainage Plan.

**Streets:**

- Receive Ramsey County approval to install a 100-foot turn lane with 50-foot taper on Centerville Road in lieu of the 150-foot lane required by the County.
- The Town will collaborate with the Owner/Developer to receive Ramsey County approval and install a 100-foot turn lane with 50-foot taper on Centerville Road in lieu of the 150-foot lane required by the County.

**Private Utilities:**

- Arrange and pay for installation of natural gas, electricity, telephone, and cable television throughout the subdivision; and
- Street lights are not required and shall be installed at the developer's discretion and expense.
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## **Exhibit A**

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