

*(reserved for recording information)*

**DEVELOPMENT CONTRACT**

*(Developer Installed Improvements)*

***SOUTHBRIDGE ADDITION***

**AGREEMENT** dated October 6, 2003, by and between the **CITY OF NORTHFIELD**, a Minnesota municipal corporation ("City"), and the Arcon Development, Inc. (the "Developer").

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve a plat for Southbridge Addition (referred to in this Contract as the "plat"). The land is situated in the County of Rice, State of Minnesota, and is legally described as: N ½ of the SW ¼ of Section 7 and part of the SW ¼ of the NW ¼ of Section 7 Township 111N, Range 19W, Rice County, MN

**2. CONDITIONS OF PLAT APPROVAL.** The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, to record the plat with the County Recorder or Registrar of Titles within 100 days after the City Council approves the final plat.

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, 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 agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Rice County Recorder's

fee of \$26,750 shall be required prior to the filing of the final plat. The remaining balance shall be paid on a lot-by-lot basis at the time building permits are obtained. This amount shall be \$171.42 per unit based on \$54,168.75 spread over 316 units in the entire development. The developer can pay the remaining balance of this park dedication fee upon future final platting or continue to pay on a per unit basis until 5 years beyond the approval date of this agreement, at which time the remaining balance shall be due.

**20. SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.**

The Developer is subject to a sanitary sewer and water access area charges, due upon execution of this contract as follows:

Sanitary Availability Charge:

10 single family units x \$1,185 = \$11,850

82 townhome units x \$1,185 = \$97,170

TOTAL = \$109,020

Water Availability Charge:

10 Single family units x \$515 = \$5,150

82 townhome units x \$515 = \$42,230

TOTAL = \$47,380

**21. SANITARY SEWER, STORM SEWER AND WATERMAIN.** The Developer shall install or contract for the installation of all public improvements in the Project related to lateral storm and sanitary sewer and watermains, as required by the City. The City will reimburse the Developer for the additional cost of oversizing of these utilities as required by the City in accordance with Northfield City Code Section 66-29.

**22. TRAFFIC CONTROL SIGNS AND STREET LIGHT OPERATION COSTS.** Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the City. The Developer shall reimburse the City for all costs associated with the purchase and installation of such signs upon receipt of an invoice from the City. The Developer shall pay to the City \$1,200 in

provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

**32. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

Park Dedication	\$26,750
Street Light Operating Fee	\$1,200
City Base Map Upgrading	\$2,000
City Engineering Administration (2% of \$1,824,908)	\$36,498
Sanitary Sewer Availability Charge	\$109,020
Water Availability Charge	\$47,380
Maple Street Costs	\$79,320
<b>TOTAL CASH REQUIREMENTS</b>	<b>\$302,168</b>

**33. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 7625 Metro Boulevard, #350, Edina, MN 55439. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Northfield City Hall, 801 Washington Street, Northfield, MN 55057.

CITY OF NORTHFIELD

BY: Keith Corey, Mayor

AND Susan Hoyt, City Administrator

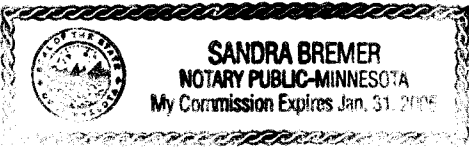
(SEAL)

DEVELOPER:

BY: Scott Johnson  
Its PRESIDENT

STATE OF MINNESOTA )  
( ss.  
COUNTY OF DAKOTA OR RICE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2004, by Keith Corey and by Susan Hoyt, the Mayor and City Administrator of the City of Northfield, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



040  
131-  
05 Sandra Bremer  
NOTARY PUBLIC

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 14 day of October, 2003, by SCOTT JOHNSON the PRESIDENT of ALCON DEVELOPMENT, INC.

Thomas Ingbrand  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL, KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, MN 55121  
Telephone: (651) 452-5000  
RNK:srn

