

**DEVELOPER'S AGREEMENT  
HIDDEN MEADOWS**

THIS AGREEMENT is entered into this 300 day of March, 1997, by and between RYLAND GROUP, INC., hereinafter referred to as "Developer", and the City OF MAPLE GROVE, a municipal corporation in the County of Hennepin, State of Minnesota, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Developer is the fee owner and developer of a parcel or parcels of land described in Exhibit "A" as "Subject Property", and which property is proposed to be developed as a subdivision in the City bearing the name "**Hidden Meadows**" and may sometimes hereinafter be referred to as the "Subject Property"; and

WHEREAS, City has given final approval of the plat of Hidden Meadows contingent upon compliance with certain City requirements including, but not limited to, matters set forth herein; and

WHEREAS, City requires that certain public improvements, which are herein referred to as "Petition Items" including, but not limited to, sanitary sewer, water, storm drainage systems, storm sewer, grading, streets and street lighting, be installed to serve the Subject Property and other properties affected by the development of the Subject Property, all at the expense of Developer; and

WHEREAS, the City further requires that certain on and off-site improvements be installed by Developer within the Subject Property, which improvements typically consist of boulevard sod, drainage swales, erosion control, monumentation, street cleaning and front yard trees and the likes thereof and which improvements to the Subject Property shall be referred to herein as "Escrow Items"; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the development of the Subject Property;

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

**1. PETITION FOR IMPROVEMENTS (PETITION ITEMS).**

Developer herein petitions the City to construct as a part of the City's Improvement Project No. 97-02 and/or any other City project deemed appropriate by the City the improvements referred to as "Petition Items" in Exhibit "B", attached hereto and incorporated herein.

**2. WAIVER.**

Developer hereby acknowledges and agrees that said Petition Items will add value to the Subject Property and that the Subject Property will benefit by said improvements in an amount at least equal to the amount stated in this Agreement and proposed to be specially assessed against said Subject Property. Developer also expressly waives all rights to hearings before the City afforded under Minn. Stat., Chapter 429, specifically including hearings under Minn. Stat. §429.031, and §429.061. In addition, to the extent the special assessments do not exceed the sum of \$2,267,066.00, the Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment being levied against the Subject Property is excessive, as the said rights therein granted relate to those Petition Items described in Exhibit "B" hereto, including those that are a part of Project No. 97-02.

**3. PETITION ITEMS - PROJECT.**

City shall construct at its discretion, as part of its City improvement Projects, the Petition Items as shown on Exhibit "B", pursuant to its regular methods of making public improvements. Developer agrees that special assessments for such Petition Items may be levied by City, without

Developer's objection, after construction is commenced, in accordance with Minnesota Statutes, Chapter 429 and that City may recover its costs and expenses, including, but not limited to, legal, fiscal and engineering. Said special assessments shall be payable in equal installments together with interest thereon as determined by City over a period of five (5) years.

4. **PETITION ITEMS - SURETY**. It is anticipated that City's debt service each year during the referred assessment period for the cost of the installation of the Petition Items shown in Exhibit "B", that portion of which benefits HIDDEN MEADOWS, will require an estimated payment from City to its bondholders as indicated on Exhibit "C" attached hereto. It is intended that Developer shall make (or cause to be made) sufficient payments of the said special assessments on the Subject Property that City's cash flow will be unaffected by said improvement project.

Developer herein agrees that said Developer will actually pay (or cause to be paid) sufficient amounts of said special assessments each year, if not already paid in prior years, for properties lying within the plat of HIDDEN MEADOWS to enable City to pay the required debt service payment shown on Exhibit "C" when due. To determine the actual amount, as opposed to the estimated amount, to be paid by Developer, the principal amounts shall be added to the interest amounts, for the subject improvement project, as shown on the tax statements for lots lying within HIDDEN MEADOWS, less credit for prepayments made therefor. If Developer shall default in its obligation to pay special assessments as required hereunder, thereby causing a shortage of funds with which City may timely pay the required debt service payment shall be supplemented with funds withdrawn by City from Developer's corporate surety bond, approved letter of credit, or other surety furnished to City. Any of said surety or guaranty of funds referred to herein that are withdrawn will be used by City for payment of its herein-referred debt service payment when due. Upon payment of the delinquent special assessments, City will repay to the surety, to the extent that the delinquent special

assessments have been paid, the surety monies withdrawn, less any costs incurred by City in conjunction with the said delinquent special assessments.

Developer shall provide City with cash, letter of credit or other surety, with the form of any non-cash surety to be satisfactory to City, in the amount of 60% of the estimated cost of the Petition Items which are to be constructed as part of Project No. 96-16. Developer's cash, letter of credit or other surety shall thus be in the amount of \$1,360,300.00 calculated as follows:

Total Estimated Cost of HIDDEN MEADOWS Petition Items		\$2,267,066.00
	X	<u>60%</u>
Surety Requirement:		\$1,360,239.60
USE:		\$1,360,300.00

The said 60% surety is the guarantee referred to earlier in this paragraph that sufficient revenue is annually produced by the payment of special assessments to enable City to pay the required debt service payment, which debt service payment relates to the HIDDEN MEADOWS development. City may draw on said surety for cash flow purposes to supplement Developer's payments when Developer is delinquent in the payment of said special assessments, if such delinquency is not cured within five (5) days after written notice thereof from the City to the Developer.

**5. ON AND OFF-SITE IMPROVEMENTS/ESCROW ITEMS: SURETY.**

A. Developer shall also perform all on and off-site improvements set forth on Exhibit "B" as Escrow Items. Developer will provide City with cash or an approved letter of credit in the sum of \$137,900.00, which figure represents 110% of the estimated cost of said Escrow Items. The said surety shall be a guaranty to City that, except for boulevard improvements (sod and trees as stated in the Maple Grove Arbor Committee Tree Variety list of April 9, 1987), the construction and completion of the Escrow Items by Developer, to City's satisfaction, will be completed on or before October 1, 1998. The boulevard improvements for each lot or parcel shall be completed to City's satisfaction within sixty (60) days of the date that a Certificate of Occupancy (temporary or

permanent) is issued by City for a building located on the lot, unless the Certificate of Occupancy is issued after October 1st or before March 30th in any given year, in which case the boulevard improvements shall be so completed by the following June 1st. The said cash or letter of credit for Escrow Items shall be maintained continuously by Developer until Escrow Items are completed to the City's reasonable satisfaction. The City will not accept replacement cash or letters of credit from an individual lot owner who has purchased land within the plat. The said cash or letter of credit for Escrow Items shall be released upon certification of the Engineer of City that such items have been satisfactorily completed pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of improvements described under "Escrow Items" and when it is reasonably prudent, Developer may request of City that the Escrow Items surety be reduced for that portion thereof which has been fully completed and payment made therefor. The City's cost for processing said reduction request shall be billed to Developer at the rate of \$50.00 per hour with a minimum of one (1) hour per reduction and shall be paid to City within ten (10) days of the mailing of the billing therefor to Developer.

Developer hereby grants the City permission to enter the Subject Property for the purpose of inspection and/or completing any improvements or requirements, in accordance with this Agreement.

B. It is agreed herein that the boulevard trees included in Escrow Items shall be planted by Developer in varieties as stated in the Maple Grove Arbor Committee tree variety list dated April 9, 1987. In addition, Developer shall submit and receive approval of a landscape plan prior to the plat being released for filing. The said landscape plan shall indicate the location and type of boulevard tree or trees to be planted on each lot. No more than thirty percent (30%) of the total trees planted may consist of one specific variety unless otherwise approved in writing by the City.

**6. SURETY RELEASE - PETITION ITEMS.**

Developer may apply to City for reduction or release of all or a portion of the surety provided in conjunction with the Petition Items shown on Exhibit "B" as follows:

A. When another surety acceptable to the City is furnished to the City by Developer to replace a prior Surety; or

B. The surety may be reduced to an amount equal to sixty percent (60%) of the outstanding special assessment principal balance for all property within the Development if the application clearly establishes:

1) More than one (1) year has passed after the special assessments against the Development have been certified to the County for collection; or

2) That forty percent (40%) or more of the principal on the certified special assessments, as levied on the Development property, has been paid.

Notwithstanding the aforesaid, no reduction shall be made which would result in the surety held being less than thirty-five percent (35%) of the original surety amount for the Petition Items until the final costs are known and assessed.

City's costs for processing said reduction request shall be billed to Developer at \$50.00 per hour with a minimum of one (1) hour per reduction, and shall be paid by Developer to the City within ten (10) days of billing.

**7. SURETY DEFICIENCY.**

In the event that any cash, letter of credit or other approved surety referred to herein is used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, Developer agrees that upon being billed by City, Developer will pay said deficient amount to City within ten (10) days of the mailing of said billings to Developer. If there should be an overage in the amount of utilized security City will, upon making said determination, refund to

Developer any monies which City has in its possession which are in excess of the surety needed by City. All surety money deposited with City shall be used by City for the purposes for which the sureties were given.

8. **ABANDONMENT OF PROJECT - COSTS AND EXPENSES.**

City's costs and expenses for the preparation of the feasibility report, plans and specifications and all other costs expended by City, which are associated with improvements referred to in Exhibit "B" and/or Developer's plat proposal, shall be paid by Developer even if the Developer should abandon the proposed development of Hidden Meadows. For the purposes of this Agreement, "Abandonment of development" shall mean the failure of Developer to pay any invoice received by Developer from the City for costs to be reimbursed by the Developer to the City herein, in the time stated in this Agreement, or pursuant to such other payments scheduled as approved in writing by the City and the Developer, and the continuation of such failure for 15 days after written notice thereof from the City to the Developer.

Developer has provided surety, in the form of a bond, to the City as follows:

<u>PURPOSE</u>	<u>AMOUNT</u>
Costs associated with preparation of feasibility report and plans and specifications	\$100,500.00
TOTAL	\$100,500.00

If the development is abandoned, the City may withdraw funds from the above-referenced deposit or surety for the purpose of paying City's costs referred to in this section. The above-referenced surety will be released by City to Developer upon Developer providing satisfactory sureties for the Petition Items referred to in Exhibit "B".

9. **DEVELOPER TO PAY ALL COSTS.**

It is understood and agreed that amounts set forth in this Agreement as costs, unless specified as fixed amounts, are estimated. Developer agrees to pay City the reasonable and actual costs, as determined by City, associated with the proposed development, including, but not limited to platting costs, interest, fiscal, administrative, engineering and legal costs. However, it is further understood that costs shall not exceed 120% of the estimate in Exhibit "B" without an Amendment to this Agreement.

10. **EROSION AND SILTATION CONTROL.**

A. **FINANCIAL GUARANTEE.**

Before any grading is started on any site, all erosion control measures as shown on the erosion control plan approved by the City shall be installed pursuant thereto. In addition, a financial guarantee shall be provided to City by Developer to insure compliance with this Agreement and City Code and policies during construction. This financial guarantee, which is included as an Escrow Item in Exhibit "B", will not be returned to Developer until all disturbed areas have permanent surfacing, buildings or permanent vegetation re-established.

In the event permanent surfacing, buildings or vegetation are not placed or re-established upon any disturbed area within the time established therefor by the City, Developer agrees City is hereby granted permission to enter the Subject Property and use the financial guaranty referenced herein, to place vegetation on said disturbed area in the manner prescribed by the approved landscaping plans, or in any other manner the City deems appropriate. Developer further agrees that should said financial guaranty be insufficient to defray all of City's costs related to such action, Developer will promptly pay City any additional costs related thereto. City shall promptly return any portion of said financial guaranty remaining after City has reimbursed itself for all costs related to City's placement of vegetation pursuant to this Section.



B. EROSION CONTROL.

Developer shall be responsible for compliance with the approved erosion control plan. Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be Developer's responsibility. Work to correct the unsatisfactory condition shall commence within 48 hours from the time of the telephone notice. If said corrective work is not commenced within 48 hours of the telephone notice, Developer hereby grants City permission to proceed with said corrective work and agrees to pay all expenses incurred by City in relation thereto. If it is determined, by the City, that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not immediately respond to said unsatisfactory condition, Developer hereby grants City the right to enter upon the Subject Property and correct said condition at Developer's expense. City shall be entitled to all of its costs and expenses including, but not limited to legal, fiscal, administrative and engineering. For reimbursement for said costs and expenses, City may, at its option, invoice Developer for direct payment from Developer, or proceed to draw upon Developer's financial guarantee referenced in paragraph A above.

11. ACCESS TO LOTS DURING AND FOLLOWING CONSTRUCTION.

If Developer wishes to construct buildings on any lot prior to streets being constructed within the development of Hidden Meadows, Developer shall submit a sketch to the City Engineering Department for approval indicating the means of access to be used for each and every lot within the said plat for which a building permit is being requested. No building permit shall be issued until the City Engineer has approved the access route for each particular lot for which a building permit is to be issued.

**12. PARK DEDICATION.**

Developer shall fulfill park dedication requirements of the Maple Grove Ordinance Code and the Maple Grove Parks and Recreation Board for the plat of Hidden Meadows as hereinafter set forth:

A. As part of this Agreement, City will purchase 4.85 acres from Developer, and Developer shall dedicate 5.67 acres, both of which are indicated on Exhibit "D", attached hereto and incorporated herein, for park land purposes (hereinafter the "Park"). Developer also agrees to dedicate public trail easements on all trail links less than thirty (30) feet in width and shall also dedicate a 30-foot wide trail easement upon Outlot H for future trail purposes. Said trail easement shall be approximately 7275 square feet. Said easements are shown in red on attached Exhibit "D". Developer shall pay all levied, pending or outstanding taxes and special assessments on the land prior to dedicating or selling said Park to the City.

Within said Park shall be a trail, upon which Developer shall, and hereby agrees, together with Outlot E, to grade, place top soil, seed and initiate erosion control measures pursuant to City specifications. Said grading, the placing of top soil and erosion control upon Outlot E shall be completed by September 15, 1997. The grading on the above-referenced trail easement upon Outlot H shall be completed by September 15, 1998. Prior to grading the trail, Developer shall notify City once the trail center-line has been staked, and no grading shall be done until authorization is received from the City. Developer further agrees to protect the trees in Outlot J in accordance with T-Zone Tree Preservation District Ordinance 375.109, Subd. 6. Developer shall provide a Surety to the City as a financial guaranty that said grading, top soil placement and seeding will be completed in a timely and workmanlike manner. The surety shall be provided as follows:

<u>Purpose</u>	<u>Amount</u>
Grading	\$11,800.00
Top Soil	\$23,600.00
Seeding	<u>\$ 7,965.00</u>
TOTAL	<u>\$43,365.00</u>

The Surety will not be returned until all of the above referenced work is completed and is approved by the City. In the event Developer fails to complete said work in the time agreed upon, or such other time as City may permit, City shall provide written notice to Developer of such failure to complete said work, and Developer fails to cause said work to be completed within 10 days after the date of said Notice from the City, Developer hereby grants City the right to use all, or any portion of, the Surety, without further notice to Developer, for the purpose of completing said work pursuant to the City specifications, or in the any other manner City deems appropriate. Developer further grants City the right to enter said Park to conduct any act necessary to complete Developer's obligations herein.

B. No further park dedication fees shall be required on any other Outlots within the Hidden Meadows plat.

**13. PAYMENT OF SPECIAL ASSESSMENTS UPON SALE.**

The Parties hereto further agree that all special assessments levied or pending for City Project No. 97-02 or any other City project previously levied, or to be levied as a part of activating previously deferred assessments against the Subject Property, or portion thereof, if not paid prior thereto, shall be paid by the Developer on the sale or transfer of any fee ownership interest in the Subject Property. If only a portion of the Subject Property is transferred, Developer shall pay the said special assessments attributable only to that sold or transferred portion.

In the event the Developer wishes to pay the estimated costs for Project No. 97-02 for the purpose of conveying a lot or lots prior to completion of the project, Developer shall provide to the City a cash payment in an amount equal to one hundred percent (100%) of the estimated special

assessments for each of the lots that the Developer seeks to convey. The said deposit made by the Developer as a surety for Petition Items pursuant to this Agreement shall be retained in full until the final project costs and results of the assessments are determined. The City, upon receipt of said payment for a particular lot or lots, will upon request then certify within any special assessment search relating to said lot or lots that such lot or lots have been fully assessed for said Project, pursuant to this Developer's Agreement; and that no further assessments will be made to said lot or lots for the improvements comprehended or being constructed under Project No. 97-02. After determination of the final cost of the project and the resulting assessment therefor, any overage paid by the Developer will be returned to the Developer, and if there should be any shortage in the amount paid, the Developer will immediately pay the City the difference between the amount previously paid and the amount of the assessments for the particular lot or lots. Payment shall be made within thirty (30) days of the billing. The City may draw upon any surety deposit made by the Developer if the Developer fails to pay the billed amount within thirty (30) days of said bill.

**14. 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 subbase, 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 the activity which takes place during the development of Hidden Meadows, except for damage caused by City, its employees, agents or contractors in connection with City's construction of the Petition Items. 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 construction that takes place in Hidden Meadows. In the event Developer fails to maintain or repair the damaged public property referred to aforesaid, Developer hereby agrees that

City may undertake making or causing said damage or clutter to be repaired or cleaned. When City undertakes such repair, Developer shall reimburse City for all of its expenses within ten (10) days of City's billing to Developer. If Developer fails to pay said bill within thirty (30) days of being billed, the Escrow Items surety shall be responsible for reimbursing City therefor.

**15. STREET CLEANING/STREET SWEEPING.**

**A. STREET CLEANING**

Street cleaning shall be defined as the use of any equipment, except a street sweeper specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. During development of its parcels, Developer shall keep the streets adjoining its development free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to Hidden Meadows development, City is hereby authorized to immediately commence street cleaning operation if the streets are not cleaned by the Developer by 3:30 p.m. the day of the violation. If conditions are such that street cleaning operations are immediately necessary, City may perform the necessary street cleaning. City will then bill the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within ten (10) days of such billing will result in City drawing funds from the sureties.

**B. STREET SWEEPING**

Street sweeping shall be defined as the use of equipment specifically designed for sweeping and removing dirt, mud and debris from the street right of way. Through the platting fees on said development, the City shall clean materials capable of removal by street sweeping equipment on an as needed basis.

**16. ROAD CONSTRUCTION.**

While the development site is being graded, an independent testing firm, approved by City, shall test the street section and fill areas so as to certify to City that the contractor is achieving 95%

of the standard moisture density relationship of soils with exception of the top three (3) feet of the street section. The top three (3) feet of the street section shall be compacted to 100% density. Fees paid to the said independent testing firm performing such testing process shall be paid by Developer. The City Engineering Department shall be furnished, either directly by the testing firm or by Developer, a copy of the test reports.

**17. TEMPORARY EASEMENT RIGHT TO INSTALL IMPROVEMENTS.**

Developer, by signing this Agreement, gives City right of access on all of the Subject Property to install the comprehended utility and street improvements referred to herein. Developer agrees herein that the permanent rights-of-way for Hidden Meadows development will be set forth within the plat and that the said plat will be filed with Hennepin County, Minnesota, by January 21, 1997.

**18. PERMANENT EASEMENTS AND COVENANTS.**

Prior to final plat release Developer shall:

A. Cause all easements for roadways, drainage, utilities, wetlands, trails and sidewalks to be displayed on the plat; or

B. Provide to the City any such easements not displayed on the plat, in recordable form including 5-foot wide street and snow storage easements on both sides of and adjacent to the 50-foot wide street right-of-ways platted in HIDDEN MEADOWS; and

C. Ensure that non-municipal utilities such as electrical, telephone, natural gas, cable television etc., can be placed within the 10' wide drainage and utility easements lying adjacent to the street right-of-way, or submit an alternative plan to the City Engineering Department.

D. Execute, in a form acceptable to the City, the following:

i) a covenant in favor of the City requiring Developer its successors and assigns to maintain the sidewalks, entrance islands and monuments and the landscaping features of Hidden Meadows development;

ii) a covenant in favor of the City permitting the City to store snow on Outlot A, and requiring the Homeowners Association, at its expense, to maintain Outlot A. The covenant shall also state that, should the Homeowners Association fail to properly maintain said Outlot A, in the opinion of the City, the City will be authorized to enter Outlot A, cause said maintenance to be performed and assess the costs therefor to the lots within the Homeowners Association;

iii) deeds conveying Outlots A, E & J to the City. Outlot A shall be deeded to the City by May 15, 1997. Part of Outlot E will be purchased by the City per Purchase Agreement dated October 17, 1996. At time of purchase, the remaining portion of Outlot E will be deeded to the City. Outlot J shall be deeded to the City no later than May 1, 1998;

iv) Developer shall execute a covenant in favor of the City requiring the Developer to: establish property values for Outlots B, I, K & L and obligating the owner of such Outlots to pay taxes therefor; and, comply with all requirements of the wetland ordinance with respect to Outlots B, I, K & L and should Developer fail to do so and such failure shall continue for ten (10) days after written notice thereof from the City, authorizing the City to take whatever action is necessary to achieve compliance for said Outlots and assess the costs back to the Developer's and/or the Homeowners Association lots;

v) a covenant in favor of the City over the following easement areas, which said covenants shall preclude owners from placing any landscaping, fencing or other obstructions on, or within, said easements and access for the purpose of maintaining the storm water treatment ponds:

Lot	Block	Area subject of covenant
18	1	The westerly platted easement
1	5	The southerly 10 foot platted easement
2	5	The northerly 10 foot platted easement
24	5	The southerly 10 foot platted easement
25	5	The northerly 10 foot platted easement

**19. DRAW ON EXPIRING LETTER OF CREDIT.**

In the event a surety or other form of guarantee referred to herein is in the form of an irrevocable letter of credit, which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed, it is agreed that Developer shall provide City with a new letter of credit or other surety, acceptable to City, at least thirty (30) days prior to the expiration of the said expiring letter of credit. If a new letter of credit is not received as required above, City may declare a default in the terms of this Agreement and thence draw in part or in total, at City's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligation.

**20. VIOLATION OF AGREEMENT.**

In the event that Developer, its successors or assigns violates any of the covenants and agreements herein contained, City is hereby granted the right and privilege to declare all of the special assessments levied as taxes or otherwise and any deficiencies governed by this Agreement due and payable to City in full. City may thence immediately and without notice or consent of Developer use all of the deposited escrow funds, letters of credit or other surety funds to complete Developer's obligations as set forth herein, whether related to Escrow Items or Petition Items, and to the extent not satisfied from such funds, to bring legal action against Developer to collect any sums due pursuant to this Agreement. Developer hereby grants City and City's employees,



representatives or agents the right to enter the Subject Property to perform any act deemed necessary by City to complete Developer's obligations created herein.

**21. ATTORNEY'S FEES.**

In the event a suit is brought against the City, Developer will pay the City's reasonable attorney's fees to be fixed by the Court to enforce the terms of this Agreement, or in the event an action is brought by a party other than the City upon a bond or letter of credit furnished by Developer as provided herein, Developer will pay the City's reasonable attorney's fees.

In the event a suit or action is brought by the City to enforce the terms of this Agreement, or in the event an action is brought upon a bond or letter of credit furnished by Developer as provided herein, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs associated with such action.

**22. NOTIFICATION INFORMATION.**

Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows:

CITY OF MAPLE GROVE  
c/o City Clerk  
9401 Fernbrook Lane  
Maple Grove, Minnesota 55369

THE RYLAND GROUP, INC.  
Wayne Soojian, Division President  
Twin Cities Division  
900 East 79th Street  
Suite 101  
Minneapolis, MN 55420

**23. SEPARABILITY.**

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions

contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**24. AGREEMENT EFFECT.**

The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the land and may be recorded against the title to the property.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year first above written.

**CITY OF MAPLE GROVE**

BY: Robert A. Burlingame  
Robert A. Burlingame

**THE RYLAND GROUP, INC.,  
TWIN CITIES DIVISION**

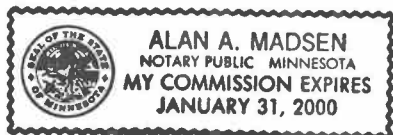
BY: Wayne Soojian  
Wayne Soojian, Div. Pres.

AND: Stephanie Koll Anderson  
Stephanie Koll Anderson,  
Deputy City Clerk

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

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )ss.  
CITY OF MAPLE GROVE )

On this 9 day of May, 1997, before me personally appeared Robert A. Burlingame and Stephanie Koll Anderson to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and Deputy City Clerk of the City of Maple Grove, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Robert A. Burlingame and Stephanie Koll Anderson acknowledged said instrument to be the free act and deed of said corporation.



Alan A. Madsen  
Notary Public



**EXHIBIT "B"**

Work pertaining to  
**HIDDEN MEADOWS**

I. PETITION ITEMS (Project No. 97-02)		Estimated <u>Cost</u>
1. Sanitary sewer		\$559,600.00
2. Watermain		\$346,400.00
3. Storm sewer		\$244,100.00
4. Streets and trails		\$561,700.00
5. Area/trunk benefit*		\$555,266.00
	TOTAL:	\$2,267,066.00
	Required surety percentage:	<u>60%</u>
	Required surety:	\$1,360,239.60
	USE:	\$1,360,300.00

745, 5,500  
101  
4,685  
16,812

\* *It is represented that the area/trunk assessments for benefit to Hidden Meadows is calculated in a similar manner to the area/trunk assessments to other developments in this area.*

II. ESCROW ITEMS

A. Boulevard Improvements

1. Installation of boulevard sod.
2. Planting of one (1) deciduous front yard tree for each lot which shall be a minimum of two inches (2") in diameter measured six inches (6") above the ground. Said boulevard tree shall be of a variety as identified in the Maple Grove Arbor Committee Suggested Tree Variety listing.

B. Grading/Erosion Control

All site grading shall be graded in accordance with the approved grading and development plan. All erosion control shall be installed per the erosion control plan approved by the City Engineer.

C. Monumentation

1. Cast Iron Monuments

Install four (4) approved cast iron block monuments (Harrison Marker Co. Series 300 monument or approved equivalent) placed at locations as designated by the City Engineer.

2. Lot Corner Pins

Install lot corner pins and/or monuments at locations shown on the final plat which will not have said pins and/or monuments installed at the time the final plat will be recorded at Hennepin County.

**EXHIBIT "B" (Cont.)  
HIDDEN MEADOWS**

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D. Wetland Replacement Grading

All wetland grading shall be graded in accordance with the approved grading and development plans. Wetland grading shall achieve the goal of replacing lost functions and values of the impacted wetlands.

E. Boulevard Erosion Control

All erosion controls shall be maintained in the boulevard area.

F. Street Cleaning

All streets in the area shall be kept free of dirt and debris during all phases of construction.

Surety Requirements:

If cash or a letter of credit is submitted	\$137,900.00
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EXHIBIT "C"

DEBT SERVICE SCHEDULE

HIDDEN MEADOWS

Debt service based on total estimated cost of \$2,267,066  
 Assessment period in years 5  
 Interest rate 8.00%  
 First year on taxes 1999

DATE	EST. PRIN BALANCE	ANNUAL PRINCIPAL	INTEREST	DEBT SERVICE	REQUIRED SPEC. ASSESS. TOTAL IN TAXES OR PREPAYMENT	BY DATE
1999	\$2,267,066	\$453,413	\$211,593 *	\$665,006	\$332,503 \$332,503	MAY 1999 OCT 1999
2000	\$1,813,653	\$453,413	\$145,092	\$598,505	\$299,253 \$299,252	MAY 2000 OCT 2000
2001	\$1,360,240	\$453,413	\$108,819	\$562,232	\$281,116 \$281,116	MAY 2001 OCT 2001
2002	\$906,826	\$453,413	\$72,546	\$525,959	\$262,980 \$262,979	MAY 2002 OCT 2002
2003	\$453,413	\$453,413	\$36,273	\$489,686	\$244,843 \$244,843	MAY 2003 OCT 2003
			<u>\$574,323</u>	<u>\$2,841,389</u>		

\* 14 MONTHS

# HOFF, BARRY & KUDERER

PROFESSIONAL ASSOCIATION

GEORGE C. HOFF\*  
PATRICIA E. KUDERER  
PAULA A. CALLIES  
PETER M. SCHAUB  
STEPHEN A. BAKER †  
KIMBERLY B. KOZAR  
DOUGLAS J. SCHILTZ

\* ALSO ADMITTED IN WISCONSIN  
† ALSO ADMITTED IN FLORIDA

OF COUNSEL  
THOMAS G. BARRY, JR.  
JORUN GROE MEIERDING

TELEPHONE (612) 941-9220  
1-800-989-9220  
FAX (612) 941-7968  
E-MAIL hbk@winternet.com

December 8, 1997

Patty Anderson  
Parks and Recreation Department  
City of Maple Grove  
12951 Weaver Lake Road  
Maple Grove MN 55369-9409

**Re: City of Maple Grove/Hidden Meadows**  
**Our File Number: 3602-015**

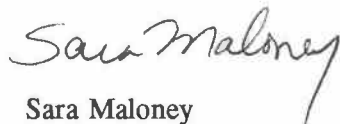
Dear Patty:

Please find enclosed the following documents pertaining to the above referenced transaction:

1. Warranty Deed (extra - other original deed was recorded);
2. Closing Statement;
3. Agreement to Convey Easement;
4. photocopy of Affidavit Regarding Corporation;
5. photocopy of Affidavit;
6. photocopy of Request for Taxpayer I.D. Number; and
7. photocopy of Certificate of Real Estate Value.

I have also enclosed a copy of my letter to Lisa Sigman which shows the documents that I have mailed to her via certified mail. I recorded the warranty deed with the Hennepin County Recorder on December 5, 1997. The document number is 6818574. I will mail a photocopy of the deed to you once it is returned to me. This usually takes four to six weeks. Thank you very much.

Sincerely,



Sara Maloney  
Legal Assistant  
HOFF, BARRY & KUDERER, P.A.

SMM:s

Enclosures

Corporation or Partnership to Corporation or Partnership

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ County Auditor

by \_\_\_\_\_ Deputy

*Recorded*

(reserved for recording data)

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: November \_\_\_\_, 1997

FOR VALUABLE CONSIDERATION, THE RYLAND GROUP, INC., a corporation under the laws of the State of Maryland, Grantor, hereby conveys and warrants to THE CITY OF MAPLE GROVE, a municipal corporation located in Hennepin County, Minnesota, Grantee, real property in Hennepin County, Minnesota, described as follows:

**Outlots E and J, Hidden Meadows, Hennepin County, Minnesota.**

Together will all hereditaments and appurtenances belonging thereto, subject to the Permitted Encumbrances set forth on Exhibit A attached hereto and incorporated by this reference.

Grantor certifies that the Grantor does not know of any wells on the described real Property.

Affix Deed Tax Stamp Here

**THE RYLAND GROUP, INC.,**  
a Maryland corporation

By: *[Signature]*  
Its: Senior Vice President

STATE OF OHIO MINNESOTA )  
) ss.  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 25 day of November, 1997, by KIPLING W. SCOTT, the SR. VICE PRES of The Ryland Group, Inc., a corporation under the laws of the State of Maryland, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANK)

Wendy S Adams  
**WENDY S. ADAMS** PERSON TAKING ACKNOWLEDGMENT  
Notary Public, State of Ohio  
My Commission Expires June 19, 2002

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

DOHERTY, RUMBLE & BUTLER (LKS)  
PROFESSIONAL ASSOCIATION 533652  
3500 Fifth Street Towers  
150 South Fifth Street  
Minneapolis, Minnesota 55402  
(612) 340-5555

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantee):

The City of Maple Grove  
9401 Fernbrook Lane  
P.O. Box 1180  
Maple Grove, MN 55311



## **EXHIBIT A**

### **PERMITTED ENCUMBRANCES**

1. The lien of all general real estate taxes not yet due and payable;
2. Easement for public trail purposes in favor of the City of Maple Grove as evidenced by Document No. 6743003;
3. Terms and conditions of Developer's Agreement for Hidden Meadows by and between Ryland Group, Inc., Developer, and the City of Maple Grove; and
4. All encumbrances which would be disclosed by a survey.

DATE: 11-7-97

CLOSING STATEMENT

	<u>From Seller</u> (Ryland)	<u>From Buyer</u> (City)
Purchase Price		
Outlot E (1.3 A. x \$39,500)		\$51,350.00
Outlot J (3.55 A. x \$25,000)		<u>88,750.00</u>
Subtotal		\$140,100.00
State Deed Tax	\$477.70	
Conservation Fee	5.00	
Recording Fees		19.50

TOTAL DUE FROM BUYER: \$140,119.50

TOTAL DUE FROM SELLER: \$482.70

CHECKS TO:

1. \$139,617.30 to The Ryland Group, Inc. as settlement proceeds.
2. \$482.70 to Hennepin County Treasurer for state deed tax and conservation fee.
3. \$19.50 to Hennepin County Recorder for recording fees.

ACKNOWLEDGEMENT:

I have reviewed this Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Closing Statement.

SELLERS: THE RYLAND GROUP, INC.

BUYER: CITY OF MAPLE GROVE

  
\_\_\_\_\_  
(Date) 11-25-97

 12-1-97  
\_\_\_\_\_  
(Date)

By: *Senior Vice President*

By: Terry Just  
Its: Director, Parks and Recreation

**AGREEMENT TO CONVEY EASEMENT**

**THIS AGREEMENT TO CONVEY EASEMENT** (hereinafter the "Agreement") is made and entered into this \_\_\_\_\_ day of November, 1997, by and between **The Ryland Group, Inc.**, a Maryland corporation (hereinafter "Ryland") and the **City of Maple Grove**, a municipal corporation under the laws of the State of Minnesota (hereinafter the "City").

**WHEREAS**, Ryland and the City are parties to a Purchase Agreement dated October 17, 1996 for the purchase of approximately 4.85 acres of property located in the City of Maple Grove, County of Hennepin and State of Minnesota and legally described as:

Outlots E and J, Hidden Meadows, Hennepin County, Minnesota  
(hereinafter the "Subject Property")

**WHEREAS**, in connection with the sale of the Subject Property, Ryland agreed to give an easement for public trail purposes in favor of the City, on, over, under and across a portion of the following real property legally described as:

Outlot H, Hidden Meadows, Hennepin County, Minnesota  
(hereinafter the "Easement Parcel")

and as depicted on Exhibit A attached hereto.

**WHEREAS**, the City's easement will run between platted lots in the Easement Parcel.

**WHEREAS**, because Ryland has not completed the final re-platting of the Easement Parcel, Ryland is unable to determine exactly where the City's easement will run and, as such, is unable to provide a legal description to describe the actual easement area until such time as the Easement Parcel is replatted;

**WHEREAS**, the City has requested that Ryland enter into an Agreement to convey an easement interest over the Easement Parcel in favor of the City, upon the filing of the final plat with the office of the Hennepin County Recorder.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the undersigned agree as follows:

1. Within ten (10) business days of the filing of the re-plat of the Easement Parcel with the Hennepin County Recorder, Ryland will prepare and file a Public Trail Easement, at Ryland's cost, in a form approved by the City and in favor of the City, on, over, under and across the approximate portion of the Easement Parcel that is depicted in Exhibit A attached hereto.

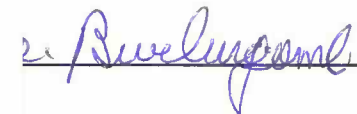
is Agreement as of the day and

**ROUP, INC.**

  
\_\_\_\_\_

*Vice President*  
\_\_\_\_\_

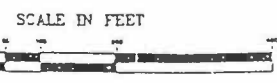
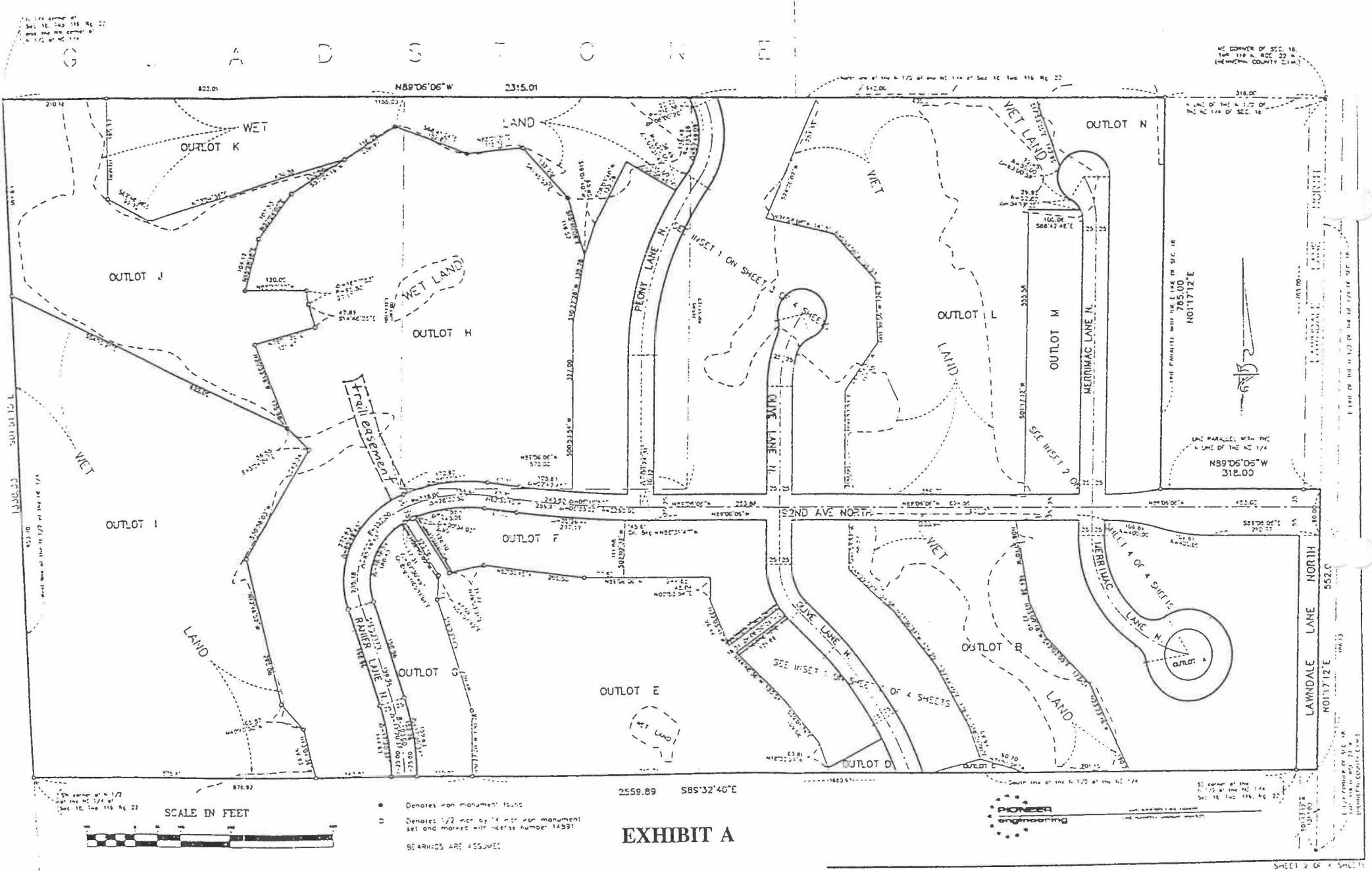
**MAPLE GROVE**

  
\_\_\_\_\_

  
\_\_\_\_\_

# HIDDEN MEADOWS

G A D S T O R E



- Denotes iron monument found
  - Denotes 1/2 inch by 1/4 inch iron monument set and marked with incise number 14931
- BEARINGS ARE ASSUMED

## EXHIBIT A



KIPLING W. SCOTT, being first duly sworn, on oath says that:

1. He/She is the SR. VICE PRES. of The Ryland Group, Inc., a Maryland corporation, the corporation named as Grantee in that certain Warranty Deed dated \_\_\_\_\_, 1997, and filed for record \_\_\_\_\_, 1997, as Document No. \_\_\_\_\_, in the Office of the County Recorder of Hennepin County, Minnesota.
2. Said Corporation's principal place of business is at 900 East 79<sup>th</sup> Street, Suite #101, Minneapolis, Minnesota 55420, and said corporation's previous principal place of business during the past ten years has been at: \_\_\_\_\_
3. There have been no:
  - (a) Bankruptcy or dissolution proceedings involving said corporation during the time said corporation has had any interest in the premises described in the above document ("Premises");
  - (b) Unsatisfied judgements of record against said corporation nor any actions pending in any courts, which affect the Premises;
  - (c) Tax liens filed against said corporation; except as herein stated:
4. Any bankruptcy or dissolution proceedings of record against corporations with the same or similar names, during the time period in which the above named corporation had any interest in the Premises, are not against the above named corporation.
5. Any judgments or tax liens of record against corporations with the same or similar names are not against the above named corporation.
6. There has been no labor or materials furnished to the Premises for which payment has not been made.
7. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the Premises except as stated herein:
8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:
9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) (has) (have) knowledge, except as stated herein:

Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the passing of title to the Premises.

THE RYLAND GROUP, INC.,  
a Maryland corporation

By: [Signature]

Its: Senior Vice President

Subscribed and sworn to before me  
this 25 day of November, 1997.

Wendy S. Adams  
Signature of Notary Public or Other Official  
**WENDY S. ADAMS**  
Notary Public, State of Ohio  
My Commission Expires June 19, 2002

**THIS INSTRUMENT WAS DRAFTED BY:**  
Doherty, Rumble & Butler  
Professional Association (LKS) 533647  
3500 Fifth Street Towers  
150 South Fifth Street  
Minneapolis, Minnesota 55402-4235  
Phone: (612) 340-5555  
Fax No.: (612) 340-5584

**AFFIDAVIT**

TO: City of Maple Grove


Section 1445 of the Internal Revenue Service provides that a transferee of a U.S. real property interest must deduct and withhold tax from the amount it pays to a transferor if the transferor is a foreign entity. A transferee is exempt from this requirement if it receives an affidavit from the transferor stating that the transferor is not a foreign entity. To induce you, as transferee, to refrain from deducting and withholding such tax upon the disposition of the property described on Exhibit "A", The Ryland Group, Inc., a Maryland corporation ("Seller"), hereby certifies to you that:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Seller's U.S. Employer Identification Number is  
52-0849948
3. Seller's office address is:  
900 E. 79th Street St #101, Bloomington MN 55420

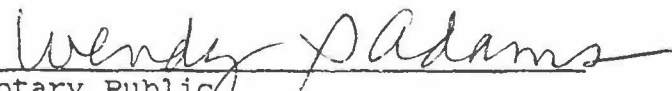
Seller understands that this certification may be disclosed to the Internal Revenue Service by you, and that any false statement contained herein could be punishable by fine, imprisonment, or both.

Under penalties of perjury, the undersigned Affiants declare that they have examined this certification and, to the best of their knowledge and belief, it is true, correct and complete, and they further declare that they have the authority to sign this document on behalf of Seller.

THE RYLAND GROUP, INC.

  
 By: \_\_\_\_\_  
 Its: *Brian Vice President*

Subscribed and sworn to before me this 25 day of NOVEMBER, 1997.

  
 Notary Public

**WENDY S. ADAMS**  
 Notary Public, State of Ohio  
 My Commission Expires June 19, 2002

EXHIBIT "A"

Outlot E and Outlot J, Hidden Meadows, Hennepin County,  
Minnesota.