

**CITY OF ST. AUGUSTA**  
**CITY COUNCIL MEETING**  
**October 26, 2022**  
**7:00pm**

**AGENDA**

1. Call Meeting to Order – Mayor Zenzen.
2. Resolution #2022-18, Approving a Rezoning for F Street Development
3. Ordinance #2022-05, Rezoning Lot 3, Block 1, White Oak Addition
4. F Street Development Developer's Agreement
5. Adjourn.

REMINDERS:           City Council Meeting, Tuesday, November 1, 2022 7:00pm  
                              Direct Absentee Balloting, Tuesday, November 1 – Monday, November 7.  
                              Election Day, Tuesday, November 8. Polls open 7am until 8pm.  
                              Planning Commission Meeting, Tuesday, November 15, 7:00pm  
                              City Council Meeting, Tuesday, November 15, 7:30pm  
                              City Council Meeting, Tuesday, December 6, 7:00pm

**CITY OF ST. AUGUSTA  
COUNTY OF STEARNS**

**RESOLUTION #2022-18**

**A RESOLUTION APPROVING A REZONING FOR A PROJECT KNOWN AS F  
STREET**

**WHEREAS**, F Street Manager 3, LLC, a Minnesota limited liability company (“Developer”), is the applicant for an application related to property legally described as follows:

Lot 3, Block 1, White Oak Addition

(the “Subject Property”); and

**WHEREAS**, the property is zoned Business Warehouse; and

**WHEREAS**, the Owner has requested a rezoning to I-1 Limited Industrial so as to allow the Developer to improve the Subject Property for a use as shown in the plans for F Street, the most recent revision of said plans containing the following sheets:

Civil Plans – Prepared by Keller, Inc. and last updated September 12, 2022

1. C1.Cover Sheet
2. C2.0 General Notes
3. C3.0 Existing Conditions
4. C4.0 Overall Site Plan
5. C4.1 – C4.4 Site Plan
6. C5.0 Erosion Control Plan
7. C6.0 Overall Grading Plan
8. C6.1 – C6.5 Grading Plan NW
9. C7.0 Utility Plan
10. C9.0 – C9.1 Construction Details

Architectural Plans – Prepared by Keller, Inc., and last updated February 12, 2022

11. A1.0
12. A1.1
13. A2.1
14. Color Elevations

Overall Site Plan – Prepared by Keller, Inc. and last updated September 12, 2022, received by the city on October 19, 2022, and showing the potential location for additional parking

(the “Site Plans”); and

**WHEREAS**, the application was reviewed by the Planning Commission at its meeting on October 26, 2022. The Planning Commission recommended approval of the request; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves Ordinance No. 2022-05 entitled An Ordinance Rezoning Lot 1, Block 3, White Oak Addition to the I-1 Limited Industrial Zoning District.

Council members voting in favor:

Opposed or abstained:

Adopted by the City Council this 26<sup>th</sup> day of October 2022.

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Michael G. Zenzen, Mayor

Attest:

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William R. McCabe, Clerk/Administrator

C:\Users\cnash\Dropbox\St Augusta\Developments\Site Plans\F Street Development\Resolutions\RES F Street rezoning draft1.doc

## Appendix A

That part of the Northeast Quarter of the Northwest Quarter of Section 12, Township 123, Range 28, Stearns County, Minnesota, described as follows: Commencing at the north quarter corner of said Section 12; thence South 00 degrees 22 minutes 43 seconds East, assumed bearing along the east line of said Northeast Quarter of the Northwest Quarter, 335.16 feet, to the point of beginning of the tract to be described; thence South 89 degrees 37 minutes 17 seconds West, 418.15 feet; thence South 00 degrees 22 minutes 43 seconds East, 347.65 feet, to the northeasterly right of way of County Road No. 75; thence South 35 degrees 47 minutes 39 seconds East, along said northeasterly right of way, 383.70 feet, to the north line of the South Half of the South Half of the Northeast Quarter of the Northwest Quarter of said Section 12; thence South 89 degrees 57 minutes 55 seconds East, along said north line, 162.79 feet, to the west line of the east 33.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 22 minutes 43 seconds East, along said west line of the east 33.00 feet, 227.76 feet, to said northeasterly right of way; thence South 35 degrees 47 minutes 39 seconds East, along said northeasterly right of way, 56.95 feet, to said east line of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 22 minutes 43 seconds West, along said east line, 935.70 feet, to the point of beginning.

AND

The North 46.17 feet of the South Half of the South Half of the Northeast Quarter of the Northwest Quarter of Section 12, Township 123, Range 28, Stearns County, Minnesota, lying northeasterly of a line 75.00 feet northeasterly of, as measured at a right angle to and parallel with, the centerline of County Road No. 75 and lying westerly of the East 33.00 feet of said South Half of the South Half of the Northeast Quarter of the Northwest Quarter.

Less and except:

The East 33.00 feet of the South Half of the South Half of the Northeast Quarter of the Northwest Quarter of Section 12, Township 123, Range 28, Stearns County, Minnesota, lying northeasterly of a line 75.00 feet northeasterly of, as measured at a right angle to and parallel with, the centerline of County Road No. 75 and lying southerly of the North 46.17 feet of said South Half of the South Half of the Northeast Quarter of the Northwest Quarter.

Surveyors Notes Per Title Commitment No. 2051073:

1. Document No. 0689911 refers to a 10 ft. wide electric easement lying easterly and adjacent to the easterly right of way line of Stearns County Road 75. This easement less and excepts out Instrument No. 331, 595 and Instrument No. 325704. We were not provided with those documents. Therefore, the electric line easement was not graphically shown.

**CITY OF ST. AUGUSTA  
COUNTY OF STEARNS  
STATE OF MINNESOTA**

**ORDINANCE NO. 2022-05**

**AN ORDINANCE REZONING LOT 3, BLOCK 1, WHITE OAK ADDITION TO  
THE I-1 LIMITED INDUSTRIAL ZONING DISTRICT**

THE CITY COUNCIL OF THE CITY OF ST. AUGUSTA , MINNESOTA ORDAINS:

**SECTION 1.** Lot 3, Block 1, White Oak Addition, according to the plat on file with the Stearns County Recorder's Office is hereby rezoned to the I-1 Limited Industrial Zoning District.

**SECTION 2.** This ordinance shall be effective upon its passage and publication in the official newspaper of the City as required by law.

Passed this 26<sup>th</sup> day of October, 2022.

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Michael G. Zenzen, Mayor

ATTEST:

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William R. McCabe, City Administrator/Clerk

**DEVELOPER'S AGREEMENT  
CITY OF ST. AUGUSTA**

**F STREET MANAGER 4, LLC**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of October, 2022 by and between F Street Manager 4, LLC, a Wisconsin limited liability company ("Developer"), and the City of St. Augusta, located in the County of Stearns, State of Minnesota ("City");

**WITNESSETH:**

**WHEREAS**, Developer is the fee owner and developer of the real property described as Lot 3, Block 1, White Oak Addition, Stearns County, Minnesota ("Property") which Property is subject to that certain developer's agreement entitled "Developer's Agreement, City of St. Augusta, White Oak Addition" dated October 31, 2019 and recorded as document number A1559201 in the office of the Stearns County Recorder, Stearns County, Minnesota ("Developer's Agreement 1"), as modified by that certain developer's agreement entitled "Developer's Agreement, City of St. Augusta, White Oak Addition" dated October 12, 2019 and recorded as document number A1559207 in the office of the Stearns County Recorder, Stearns County, Minnesota ("Developer's Agreement 2") and together with Developer's Agreement 1 ("Original Developer's Agreement"); and

**WHEREAS**, said Original Developer's Agreement requires that the Developer enter into a new developer's agreement as a condition of developing the Property; and

**WHEREAS**, the City requires that certain infrastructure improvements be installed by the Developer on and about the Property, which improvements consist of storm sewer, ponding, bituminous pavement, top-soil and ground cover to prevent erosion, grading control per lot, street cleanup during project development, erosion control, and other site-

related 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 covenants of the parties concerning the development of the Property and the conditions imposed thereon.

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

1. **Construction of Infrastructure Improvements.**

A. Developer shall construct all on-and off-site improvements including installation of yard top soil, sod and seed in all yards, landscaping according to the landscaping plan approved by the City and attached hereto as Exhibit A, grading control per lot, bituminous or concrete driveways, bituminous parking lot, drainage swales, storm sewer, ponding, berming, street cleanup during project development, and erosion control, all as required by City ordinance and this Agreement as well as any Development Standards as on file with the City Administrator's Office and the Overall Site Plan attached as Exhibit B. Those portions of the Property not required to be sodded may be seeded with grass seed or sodded. In all cases permanent turf or grass must be established over all areas of the lot not covered by a hard or impervious surface or ponding water. The Developer shall guarantee that all new plantings required by the landscape plan shall survive for 2 full years from the time the planting has been completed or will be replaced at the expense of the Developer. Said on- and off-site improvements shall be installed on the Property no later than November 31, 2023, with the exception of erosion control measures which shall be installed upon initial grading of the Property.

B. Developer shall, at its own expense, be responsible to ensure the following items are installed within the development, all such items to be installed underground, within the street right of way or such other location as may be approved by the City Engineer, accessible to all lots and in compliance with all applicable state and local regulations:

- i. Electrical power supply;
- ii. Natural gas supply;
- iii. Telephone service.

In addition, the Developer shall, at its own expense, install street signs of such type and to be installed at such locations as required by the City Engineer and in conformance with the Manual on Uniform Traffic Control Devices.

- C. Before any grading is started on any site, all erosion control measures as shown on the approved Overall Grading Plan attached as Exhibit C shall be strictly complied with. Developer shall maintain erosion control measures in accordance with MPCA's Best Management Practices at all times during the development of the Property.

Developer shall install storm water retention/water quality ponds and basins upon the Property as shown on the Overall Grading Plan attached as Exhibit C. Said ponds and basins shall be dedicated to the City and Developer shall provide the City with perpetual drainage easements over such ponds in a form acceptable to the City Attorney and City Engineer prior to the issuance of building permits on the lots for the lot upon which said pond is located. Developer shall execute the attached Stormwater Maintenance Agreement attached as Exhibit D. The Property is subject to that certain stormwater maintenance agreement entitled "White Oak Addition Stormwater BMP Maintenance Agreement dated October 31, 2019, filed December 13, 2019, as Document No. A1559202 in the office of the Stearns County Recorder, Stearns County, Minnesota ("Prior Stormwater Agreement"). The parties hereby agree that the Stormwater Maintenance Agreement shall replace the Prior Stormwater Agreement with respect to the Property. Upon the recordation of the Stormwater Maintenance Agreement, the Prior Stormwater Agreement shall no longer be applicable to or binding on the Property and its obligations with respect to the Property shall terminate. Upon the mutual execution of this Agreement, the City agrees to execute and record against the title to the Property the release of the Prior Stormwater Agreement attached hereto as Exhibit I as evidence of such release and termination.

- D. Upon the execution of this Agreement, Developer shall execute drainage and utility easements in favor of the City in substantially the form shown on the attached Exhibit F which easements shall be recorded at the Stearns County Recorder's Office immediately after the recording of this Agreement.
- E. The improvements to be completed by Developer under paragraph 1.A, 1.B, 1.C and 1.D of this Agreement shall be referred to collectively herein as the "Infrastructure Improvements."



2. **Intended Use of Lots.**

- A. Developer intends to construct an approximately 250,000 square foot warehouse building on the Property. Developer shall develop and use the Property consistent with the City's zoning ordinance (including, but not limited to all parking requirements). Developer intends for the building on the Property to be used for warehousing and light industrial uses only.
- B. Developer understands that number of parking stalls set forth in the approved Site Plan attached as Exhibit B (excluding the parking stalls shown in that area marked as "Proposed Location of Additional 478 Parking Stalls For Alternate Uses of the Property if Such Additional Parking is Required Under the Terms of the Developer's Agreement") is the minimum number of parking stalls needed under the City's Zoning Ordinance if the entire building proposed to be constructed on the site were used only for warehousing uses. In the event the Developer locates light industrial uses in the proposed building, Developer understands that such uses may not be located in such building unless Developer constructs additional parking spaces on the Property as required by the City's Zoning Ordinance or unless Developer applies for and receives a variance to permit such uses without such additional parking spaces. In the event Developer needs to construct such additional parking spaces, such parking spaces shall be installed in that area marked as "Proposed Location of Additional 478 Parking Stalls For Alternate Uses of the Property if Such Additional Parking is Required Under the Terms of the Developer's Agreement" as shown on the Site Plan attached as Exhibit B.
- C. In the event that Developer decides to construct a second building on the Property in the future, Developer understands that it may be required under Minnesota Rules to conduct an EAW which will include an analysis of the 250,000 square foot building referred to in paragraph 2.A. above and any future building that Developer may propose to construct. Developer must submit a site plan to the City for review and approval in the event the Developer intends to construct any additional buildings on the Property. Developer may also have to obtain a rezoning of the Property to a planned unit development or obtain a conditional use permit prior to constructing said second building on the Property.

3. **Surety Requirements.**

- A. **City Surety Requirements.** The Developer, or its designee, shall provide the City with an irrevocable letter of credit or other surety as approved by the

City Attorney as security that the obligations of the Developer under this Agreement shall be performed. Said letter of credit or other surety shall be in the amount of \$1,375,000.00 representing the sum of 125% of the estimated cost of the Infrastructure Improvements, and to fulfill the obligations of Developer under this Agreement. The letter of credit must meet the approval of the City Attorney as to form and issuing bank, the issuing bank must have a branch where the letter of credit can be drawn upon within 100 miles of the City of St. Augusta, and the letter of credit must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The letter of credit to the City shall contain language requiring its automatic renewal prior to December 31 of each calendar year, unless the City specifically approves cancellation of the letter of credit in writing.

The letter of credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be December 31 of each calendar year), the financial institution issuing the letter of credit delivers written notice to the City that it intends to modify the terms of, or cancel, the letter of credit. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed to, the City, as outlined in paragraph 20 of this Agreement, and is actually received by the City at least thirty (30) days prior to the renewal date.

- B. The City may draw on the letter of credit or other surety to complete work not performed by Developer (including but not limited to Infrastructure Improvements, described above, erosion control, and other such measures), to pay liens on property to be dedicated to the City, to reimburse itself for costs incurred in the drafting, execution, administration or enforcement of this Agreement, or to otherwise fulfill the obligations of Developer under this Agreement.
- C. In the event that any cash, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, Developer will pay within thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making said determination, refund to the Developer any monies which the City has in its possession which are in excess of the actual costs of the project as paid by the City.

- D. Developer hereby agrees to allow the City to specially assess Developer's Property for any and all costs incurred by the City in enforcing any of the terms of this Agreement should Developer's (or its designee's) surety prove insufficient or should Developer fail to maintain said surety in the amount required above within thirty (30) days of mailing of written request by the City. The City shall release any special assessments (and any liens arising therefrom) when fully paid.
- E. In the event a surety referred to herein may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer, or its designee, shall provide the City with a new surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original surety. If a new surety is not received as required above, the City may without notice to Developer declare a default in the terms of this Agreement and thence draw in part or in total, at the City's discretion, upon the expiring surety to avoid the loss of surety for the continued obligation. The City Attorney must approve the form of any surety prior to its issuance.
- F. In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within sixty (60) days, or in the event a court appoints a receiver for the Developer, the City may draw on its letter of credit or surety in its full amount to secure its surety position. After all obligations of the Developer to the City under this agreement have been satisfied, the City shall then release any excess remainder of said letter of credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the letter of credit under this Agreement.

4. **Surety Release.**

- A. Periodically, as payments are made by the Developer for the completion of portions of Infrastructure Improvements and when it is reasonably prudent, the Developer, or its designee, may request of the City that the letter of credit or surety be proportionately reduced for that portion of the Infrastructure Improvements and other requirements under this Agreement which have been fully completed and payment made therefore. All such decisions to proportionately decrease the letter of credit or other surety shall be at the reasonable discretion of the City.
- B. The Developer, or its designee, may request from the City a reduction or

release of any letter of credit or other surety as follows:

1. When another acceptable letter of credit or surety is furnished to the City to replace a prior letter of credit or surety.
2. When a portion of the Infrastructure Improvements have been installed, the letter of credit or surety will be reduced by the dollar amount attributable to that portion of the Infrastructure Improvements so installed at such time as the Developer's licensed professional engineer has certified to the City that the construction/installation of the applicable portion of the Infrastructure Improvements have been done and performed according to the approved plans.
3. When all of the Infrastructure Improvements have been completed and the City's licensed professional engineer is reasonably satisfied that the construction/installation of the Infrastructure Improvements have been done and performed according to the approved plans, all warranty obligations have been satisfied, and all amounts owed to the City under the terms of this Agreement have been paid, the City shall release the letter of credit or other surety required hereunder, provided Developer is not in default under the terms of this Agreement. If such a default exists, the City may retain that portion of the letter of credit or other surety reasonably required to cure such default until such default is cured.
4. As to requests to proportionately decrease the letter of credit or other surety brought under paragraph 4.B.2 above, the City shall have complete discretion whether to proportionally reduce said letter of credit or surety. However, such decision to proportionally reduce the letter of credit or surety will not be unreasonably denied or delayed.

C. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

5. **Abandonment of Project - Costs and Expenses.** In the event Developer should abandon the proposed development of the Property, the City's reasonable costs and expenses related to attorney's fees, professional review, drafting of this Agreement and any other expenses undertaken in reliance upon Developer's various assertions shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event the Developer abandons the project, in whole or in part, ceases substantial field work for more than nine (9) months, or fails

to provide sufficient ground-cover to prevent continuing soil erosion from the Property, Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore the Property to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from the Property. In the event said costs are not paid, the City may withdraw funds from the above-mentioned letter of credit or other surety for the purpose of paying the costs referred to in this paragraph.

6. **Developer to Pay City's Costs and Expenses.** It is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement and the processing of Developer's applications related to the Property, as well as all reasonable engineering expenses incurred by the City in approving and inspecting the Infrastructure Improvements described above. Developer agrees to pay all such costs within thirty (30) days of billing by the City. If Developer fails to pay said amounts, Developer agrees to allow the City to reimburse itself from letter of credit or other surety required hereunder and/or assess the amount owed against any or all of the Property only if the letter of credit or other surety is inadequate. Developer has the right to request time sheets or work records to verify said billing prior to payment.
7. **Erosion and Siltation Control.** Before any grading is started on any site, all erosion control measures as shown on the approved Erosion Control Plan shall be strictly complied with as set forth in the attached Exhibit E. Before any grading is started on any site, Developer shall install all reasonable erosion control measures deemed necessary by the City Engineer.
8. **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 streets, street sub-base, base, bituminous surface, curb, and utility system when said damage occurs as a result of the activity which takes place during the development of the Property. The 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 on the Property within two (2) years of the date of this Agreement.

Developer agrees to clean the streets on a daily basis if reasonably required by the City and necessary due to construction activity on the Property. Developer further agrees that any damage to public property occurring as a result of construction

activity on the Property within two years of the date of this Agreement will be repaired immediately if deemed to be an emergency by the City. Developer further agrees that any damage to public property as a result of construction activity on the Property within two (2) years of the date of this Agreement will be repaired within thirty (30) days if not deemed to be an emergency by the City.

In the event the Developer fails to clean up, maintain or repair the damaged public property mentioned above, the City may immediately undertake making or causing it to be cleaned up, repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all of its reasonable expenses within thirty (30) days of its billing to the Developer. If the Developer fails to pay said bill within thirty (30) days, then the City may reimburse itself from letter of credit or other surety required hereunder, and, if such letter of credit or other surety is insufficient to fully reimburse the City, specially assess any such remaining costs against the Property and/or take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to reasonable attorney's fees incurred by the City as a result of such legal action.

9. **Temporary Easement Rights.** Developer shall provide access to the Property at all reasonable times to the City or its representatives for purposes of inspection or to accomplish any necessary work pursuant to this Agreement.

10. **Miscellaneous.**

- A. Developer agrees that all construction items required under this Agreement, are items for which Developer is responsible for completing and all work shall be done at Developer's expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. If building permits are issued prior to the completion and acceptance of the Infrastructure Improvements, the Developer assumes all liability and the costs resulting in delays in completion of Infrastructure Improvements and damage to Infrastructure Improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- D. The action or inaction of the City 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. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- E. This Agreement shall run with the land and shall be recorded against the title to the Property.
- F. The Developer represents to the City that to the best of Developer's knowledge, the Property complies with all applicable City, County, State and Federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Property does not comply, the City may, at its option, refuse to allow construction or development work in the plat or refuse to issue building permits or occupancy permits until the Developer so complies. Upon the City's demand, the Developer shall cease work until there is compliance.
- G. Prior to the execution of this Agreement and prior to the start of any construction on the Property, Developer shall provide the City with evidence of good and marketable title to the entire Property. Evidence of good and marketable title shall consist of a title insurance policy or commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- H. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by the Stearns County Environmental Services Department.
- I. Developer shall obtain all required driveway, utility and other permits as required by either the City Engineer and/or Stearns County.
- J. Developer shall pave trailer parking areas and driveways on the Property according to City approvals reflected on the Site Plan attached as Exhibit B.
- K. Developer shall install municipal water and sewer service to the building to be constructed on the Property as shown on the Utility Plan attached Exhibit G.

11. **Violation of Agreement.**

- A. In the case of default by the Developer, its successors or assigns, of any of the

covenants and agreements herein contained, the City shall give Developer thirty (30) days mailed notice thereof (via certified mail), and if such default is not cured within said thirty (30) day period, the City is hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the City in full, unless the Developer can demonstrate that said cure cannot reasonably be accomplished within such thirty-day period, in which case the Developer shall be in default at such time as the cure could reasonably have been accomplished but was not so accomplished. The thirty-day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer, the City may thence immediately and without notice or consent of the Developer use all of the deposited cash or other surety funds to complete the Developer's obligations under this Agreement, and to bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement, plus all costs and reasonable attorney's fees incurred in enforcing this Agreement.

- B. Notwithstanding the thirty day notice period provided for in paragraph 11.A. above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City makes good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.
- C. Paragraph 11.A. shall not apply to any acts or rights of the City under paragraph 3.E. above, and no notice need be given to the Developer as a condition precedent to the City declaring a default or drawing upon the expiring surety as therein authorized. The City may elect to give notice to Developer of the City's intent to draw upon the surety without waiving the City's right to draw upon the surety at a future time without notice to the Developer.
- D. Breach of any of the material terms of this Agreement by the Developer shall be grounds for denial of building permits.

12. **Dedications to the City.**

- A. **Easements.** Developer shall provide the City with drainage and utility



easements as required by paragraph 1.D.

- B. **Park Dedication.** There shall be no park dedication required for the Property.
13. **Indemnity.** Developer shall hold the City and its officers, employees and agents harmless from claims made by Developer and third parties for damages sustained or costs incurred resulting from Property approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this Agreement.
14. **Connection Charges.** Developer shall install water and sewer service to the Property as shown on the Utility Plan attached as Exhibit G. Developer shall pay sewer access charges ("SAC") and water access charges ("WAC") per applicable City ordinance at the time of building permit application.
15. **Assignment of Contract.** The obligations of the Developer under this Agreement cannot be assigned without the express written consent of the City Council through resolution, provided however that the City consents to any assignment of this Agreement to any affiliate owned and controlled by Developer and/or F Street Development Group.
16. **Limited Approval.** Approval of this Agreement by the City in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
17. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the City as a result of City efforts to enforce the terms of this Agreement. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and professional fees incurred by the City in the event an action is brought upon a bond or other surety furnished by the Developer as provided herein.
18. **Plans Attached as Exhibits.** All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
19. **Integration Clause, Modification by Written Agreement Only.** This Agreement

represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.

20. **Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand (to the City Clerk for the City) or registered mail addressed as follows to the following parties:

City Clerk  
City of St. Augusta  
1914 250<sup>th</sup> Street  
St. Augusta, MN 56301

F Street Manager 4, LLC  
c/o Mr. Scott Lurie; Josh Lurie, Esq.  
1134 N 9<sup>th</sup> St. #200  
Milwaukee, WI 53255

21. **Original Development Agreement.** Upon the recording of this Agreement at the Stearns County Recorder's Office, the Original Development Agreement shall no longer be applicable to or binding on the Property and shall terminate. Upon the mutual execution of this Agreement, the City agrees to execute and record against the title to the Property the release of the Original Development Agreement attached hereto as Exhibit H as evidence of such release and termination.
22. **Agreement Effect.** This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

[Signature Page Follows]

# CITY OF ST. AUGUSTA

14

**IN THE WITNESS WHEREOF**, Developer has executed this Agreement as of the date first written above.

**Developer:**  
**F Street Manager 4, LLC**

By: Scott Lurie  
Its: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Scott Lurie, the Manager of F Street Manager 4, LLC.

Notary Public

**DRAFTED BY:**

**Couri & Ruppe, P.L.L.P.**  
P.O. Box 369  
705 Central Avenue East  
St. Michael, MN 55376  
(763) 497-1930

**EXHIBIT A**

Landscaping Plan

[See Attached]

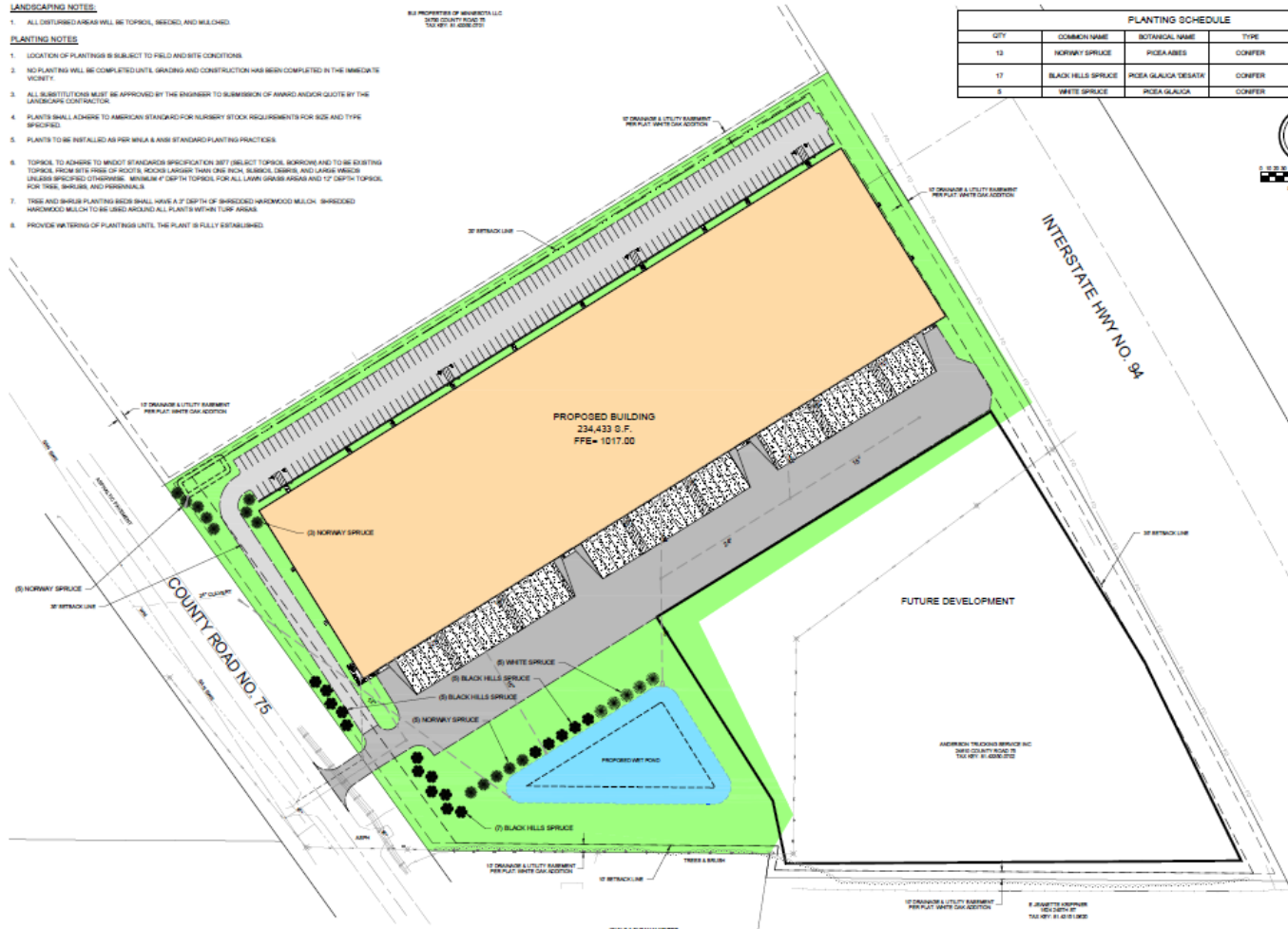
# LANDSCAPE NOTES

1. ALL UNPAVED AREAS WILL BE TOPSOIL, SEED, AND MULCH.

## PLANTING NOTES

1. LOCATION OF PLANTING IS SUBJECT TO FIELD AND SITE CONDITIONS.
2. NO PLANTING WILL BE COMPLETED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE VICINITY.
3. ALL SUBSTITUTIONS MUST BE APPROVED BY THE ENGINEER TO SUBMISSION OF AWARD AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
4. PLANTS SHALL ADHERE TO AMERICAN STANDARD FOR NURSERY STOCK REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
5. PLANTS TO BE INSTALLED AS PER MINN. & ASS. STANDARD PLANTING PRACTICES.
6. TOPSOIL TO ADHERE TO MINN. STANDARD SPECIFICATION 807 (SELECT TOPSOIL, WORKING AND TO BE EXISTING TOPSOIL FROM SITE PRIOR TO ROOTS, SHOULD BE DEEPER THAN ONE INCH, BLACK HILLS, DAKOTA, AND LAMAR, MINN. UNLESS SPECIFIED OTHERWISE). MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREES, SHRUBS, AND PERENNIALS.
7. TREES AND SHRUB PLANTING SIZES SHALL HAVE A 2" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS.
8. PROVIDE WATERING OF PLANTINGS UNTIL THE PLANT IS FULLY ESTABLISHED.

ALL PROPERTIES OF MINNESOTA LLC  
2000 COUNTY ROAD 75  
TOLSON, MN 55128-1001



PLANTING SCHEDULE				
QTY	COMMON NAME	BOTANICAL NAME	TYPE	SIZE AT MATURITY
10	NORWAY SPRUCE	PICEA ABIES	CONIFER	HEIGHT: 45-60 FT. WIDTH: 20-30 FT.
17	BLACK HILLS SPRUCE	PICEA GLAUCA DESATA	CONIFER	HEIGHT: 20-40 FT. WIDTH: 10-15 FT.
5	WHITE SPRUCE	PICEA GLAUCA	CONIFER	HEIGHT: 45-60 FT. WIDTH: 20-30 FT.



**Keller**  
PLANNERS | ARCHITECTS | ENGINEERS

REGISTERED  
2000 County Road 75  
Tolson, MN 55128-1001  
Phone: (612) 441-1000  
Fax: (612) 441-1001  
www.kellerinc.com

MINNESOTA  
2000 County Road 75  
Tolson, MN 55128-1001  
Phone: (612) 441-1000  
Fax: (612) 441-1001  
www.kellerinc.com

PROPOSED FOR:  
**F-STREET DEVELOPMENT**  
24610 COUNTY ROAD 75  
CITY OF ST. AUGUSTA, MINNESOTA

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DATE: 08/13/2022  
BY: [Signature]  
CHECKED BY: [Signature]  
DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
SCALE: AS SHOWN  
SHEET NO.: 08/13/2022  
PROJECT NO.: 08/13/2022  
DATE: 08/13/2022  
BY: [Signature]  
CHECKED BY: [Signature]  
DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
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SHEET NO.: 08/13/2022  
PROJECT NO.: 08/13/2022

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www.ruekertmielke.com

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**LANDSCAPE PLAN** **C8.0**

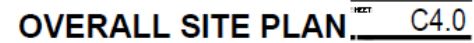
## **EXHIBIT B**

Overall Site Plan

[See Attached]

**NOTE:**  
ROOFTOP EQUIPMENT WILL BE LOCATED BEHIND PROPOSED PARKING LOT.  
STORAGE LOCATIONS FOR GARBAGE AND RECYCLABLES WILL BE DETERMINED PRIOR TO OCCUPANCY BY TENANTS.  
A MONUMENT SIGN IS NOT BEING PROPOSED.  
**OCCUPANCY CLASSIFICATION:**  
S-1, S-2, S-3

**NOTE:**  
ROOFTOP EQUIPMENT WILL BE LOCATED BEHIND PROPOSED PARKING LOT.  
STORAGE LOCATIONS FOR GARBAGE AND RECYCLABLES WILL BE DETERMINED PRIOR TO OCCUPANCY BY TENANTS.  
A MONUMENT SIGN IS NOT BEING PROPOSED.  
**OCCUPANCY CLASSIFICATION:**  
S-1, S-2, S-3





## **EXHIBIT C**

### **Overall Grading Plan**

[See Attached]



## **EXHIBIT D**

### **Storm Water Maintenance Agreement**

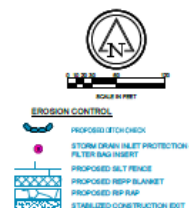
[City to provide form to attached]

## **EXHIBIT E**

### Erosion Control Plan

[See Attached]

2. INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO ANY LAND DISTURBING ACTIVITIES, AS SHOWN ON DRAWINGS AND DIRECTED BY ENGINEER.
3. CLEAR AND ROUGH VEGETATION AS SHOWN ON DRAWINGS OF AND DIRECTED BY ENGINEER.
4. STAGE TOPSOIL AND STOCKPILE ON LOCATION ON SHOWN ON DRAWINGS AND AS DIRECTED BY OWNER. RECONSTRUCT AND REVEGETATE DOWN SLOPE SIDE OF STOCKPILE. STABILIZE STOCKPILE IMMEDIATELY UPON LAYOUT.
5. INSTALL ADEQUATE AND MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AT THE END OF EACH DAY.
6. STAGE CONSTRUCTION BY WORK LOCATION. SUBSEQUENT STEPS MAY BE COMPLETED IN ALTERNATE SEQUENCE DEPENDING UPON CONSTRUCTION OPERATIONS.
7. COMPLETE ROUGH GRADING.
7. INSTALL UNDERGROUND SANITARY SEWER, WATER DISTRIBUTION, AND STORM DRAIN UTILITIES.
8. COMPLETE SLOPE GRADING.
9. INSTALL STRUCTURE.
10. PREPARE PAVEMENT SUBGRADE.
11. INSTALL NEW CURBS AND GUTTERS, PAVING AND BASE LAYERS.
12. INSTALL PAVEMENT MARKINGS.
13. INSTALL LANDSCAPING.
14. AREAS MARKED TO BE INACTIVE FOR 7 DAYS OR LONGER SHALL BE TEMPORARILY STABILIZED WITH SEED. AREAS SHALL BE STABILIZED WITHIN 1 DAYS OF BEING INACTIVE.
15. AREAS BROUGHT TO FINAL GRADE SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS.
16. COMPLETE FINAL INSPECTIONS INCLUDING BUT NOT LIMITED TO: TOPSOIL, TURF GRASS SEED, CLOVER SEED, AND SODS. INSPECTIONS FOR EROSION, SEDIMENTATION, AND RESTORATION OF TURF GRASS SEED AND REPAIR FOR THE DRAINAGE SWALES AND SLOPES OF 4:1 OR MORE.
17. REMOVAL TEMPORARY EROSION CONTROL DEVICES AFTER 80% GROWTH DENSITY HAS OCCURRED IN ALL AREAS. RECONSTRUCT AND REVEGETATE ALL OTHER AREAS AND EROSION APPROACH, PRIOR TO REMOVAL OF MEASURES. RESTORE DISTURBED AREAS WITH EQUIPMENT AND REMOVED DEVICES AND REVEGETATE.



<b>FOR OTHER</b>	<b>WASHDC</b>
10750 Stone Road SE PO Box 100 Burkeville, MD 21610 Phone: (301)576-6785 7-0020-238-2334 Fax: (301)761-0034	3305 Harney Drive Arlington, VA 22202 Phone: (800)443-2343
<b>MILWAUKEE</b>	<b>WASHDC</b>
8204 W. 11th St Goldsboro, WI 53022 Phone: (715)226-8772 5-036-336-3734 Fax: (715)226-3734	16100 Lakes Ave Beltsville, MD 20741 Phone: (715)226-2641 Fax: (715)226-3781

www.kellerbuilds.com

PROPOSED FOR:


**F-STREET DEVELOPMENT**

24810 COUNTY ROAD 75  
CITY OF ST. AUGUSTA

MINNESOTA

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**HENRICH**



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FRODO T. BAGGINS**

\_\_\_\_\_

**GILIN G.**

E. HODOL

DRAWN BY:

C. CORTI

**COMMITTEE:**

\_\_\_\_\_

SUBCOMMITTEE:

\_\_\_\_\_

**PRELIMINARY NO:**

\_\_\_\_\_

**CONTRACT NO:**

\_\_\_\_\_

**DATE**

03/12/2022

**NEXT** **C5.0**

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**EROSION CONTROL PLAN** SHEET C5.0

## **EXHIBIT F**

### **Drainage and Utility Easements**

[Does the City require any drainage and/or utility easements?]

**YES, THE CITY MUST HAVE DRAINAGE AND UTILITY EASEMENTS IN THE EVENT THE CITY MAINTAINS THE PONDS. THESE EASEMENTS WILL LIKELY RUN OVER THE PAVED DRIVEWAY AND PARKING LOTS AREAS NECESSARY TO ACCESS THE TWO PONDS WITH HEAVY EQUIPMENT.**

## **EXHIBIT G**

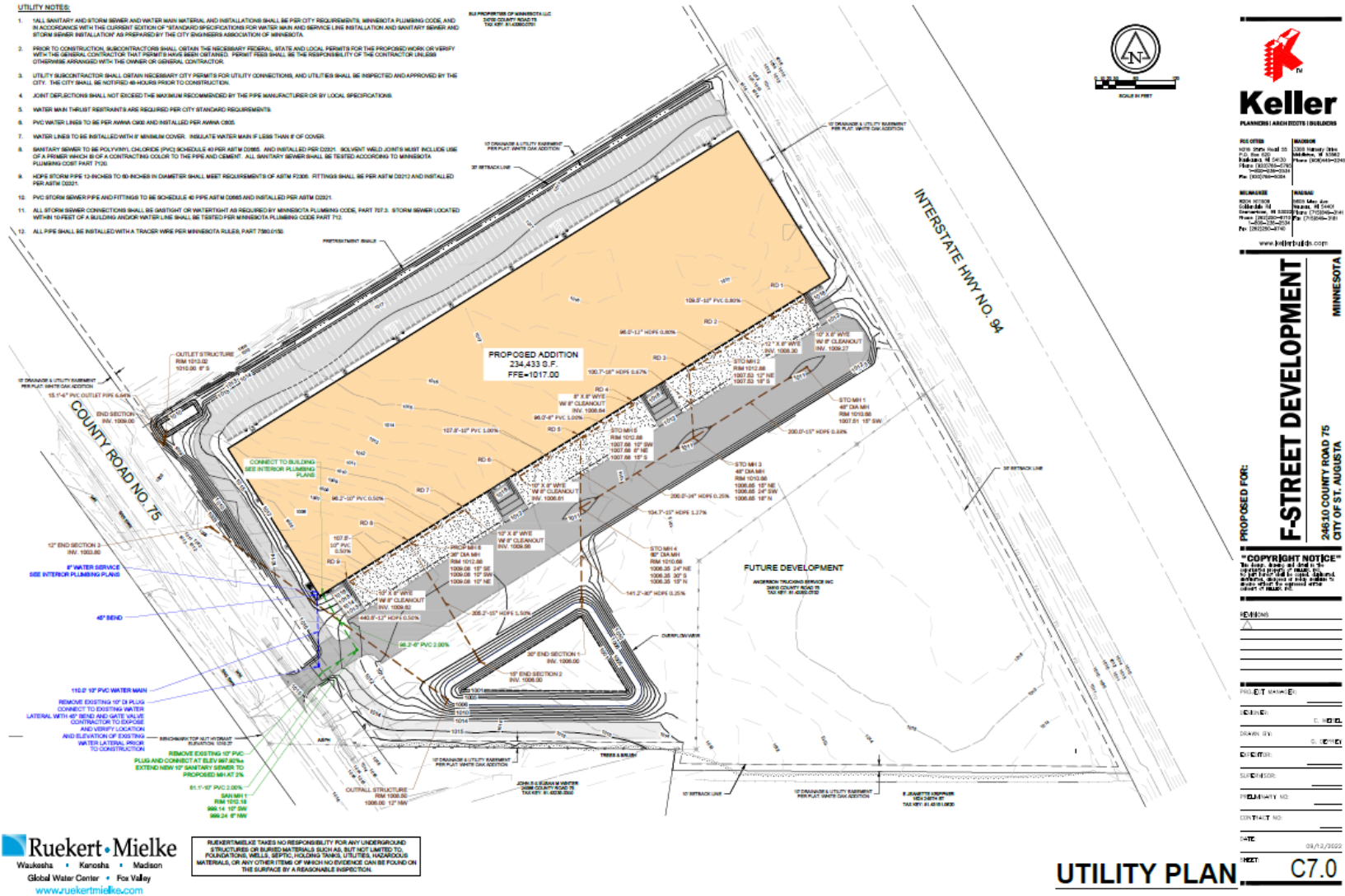
### Utility Plan

[See Attached]

# UTILITY NOTES:

1. ALL SANITARY AND STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF "MINNESOTA SPECIFICATIONS FOR WATER MAINS AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
2. PRIOR TO CONSTRUCTION, SUBCONTRACTORS SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE GENERAL CONTRACTOR THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER OR GENERAL CONTRACTOR.
3. UTILITY SUBCONTRACTOR SHALL OBTAIN NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION.
4. JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL SPECIFICATIONS.
5. WATER MAIN THRUST RESTRAINTS ARE REQUIRED PER CITY STANDARD REQUIREMENTS.
6. PVC WATER LINES TO BE PER AWWA C900 AND INSTALLED PER AWWA C900.
7. WATER LINES TO BE INSTALLED WITH 8" MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 8" OF COVER.
8. SANITARY SEWER TO BE POLYPROPYLENE (PPVC) SCHEDULE 40 PER ASTM D2688. SOLVENT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE PART 702.
9. 48" STORM PIPE 12 INCHES TO 60 INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2008. FITTINGS SHALL BE PER ASTM D2021 AND INSTALLED PER ASTM D2021.
10. PVC STORM SEWER PIPE AND FITTINGS TO BE SCHEDULE 40 PER ASTM D2688 AND INSTALLED PER ASTM D2021.
11. ALL STORM SEWER CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 702.3. STORM SEWER LOCATED WITHIN 10 FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE PART 702.
12. ALL PIPE SHALL BE INSTALLED WITH A TRACER WIRE PER MINNESOTA RULES, PART 790.0150.

NO PROPERTIES OF MINNESOTA  
DEER COUNTY ROADS  
TO THE CITY OF MINNESOTA



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**UTILITY PLAN** **C7.0**

**Keller**  
PLANNERS | ARCHITECTS | BUILDERS

**PROJECT:** F-Street Development  
**LOCATION:** 24650 COUNTY ROAD 75, CITY OF ST. AUGUST, MINNESOTA

**CLIENT:** [Redacted]  
**DATE:** 04/12/2022

**PROPOSED FOR:** F-STREET DEVELOPMENT  
24650 COUNTY ROAD 75  
CITY OF ST. AUGUST, MINNESOTA

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**REVISIONS:**

NO.	DATE	DESCRIPTION
1	04/12/2022	ISSUED FOR PERMIT

**PROJECT TEAM:**

ROLE	NAME
ARCHITECT	C. MIELKE
DRAWN BY	C. MIELKE
CHECKED BY	C. MIELKE
DATE	04/12/2022



## **EXHIBIT H**

Release of Original Developer's Agreement

[See Attached]

**RELEASE OF DEVELOPER'S AGREEMENT  
CITY OF ST. AUGUSTA WHITE OAK ADDITION**

THIS RELEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between F Street Manager 4, LLC, a Wisconsin limited liability company ("Developer"), and the City of St. Augusta, located in the County of Stearns, State of Minnesota ("City");

**WITNESSETH:**

**WHEREAS**, Developer is fee owner and developer of the real property described as Lot 3, Block 1, White Oak Addition, Stearns County, Minnesota ("Property"); and

**WHEREAS**, the Property is subject to that certain developer's agreement entitled "Developer's Agreement, City of St. Augusta, White Oak Addition" dated October 31, 2019 and recorded as document number A1559201 in the office of the Stearns County Recorder, Stearns County, Minnesota ("Developer's Agreement 1"), as modified by that certain developer's agreement entitled "Developer's Agreement, City of St. Augusta, White Oak Addition" dated October 12, 2019 and recorded as document number A1559207 in the office of the Stearns County Recorder, Stearns County, Minnesota ("Developer's Agreement 2") and together with Developer's Agreement 1 ("Original Developer's Agreement")) entered into by Developer's predecessor-in-interest and the City; and

**WHEREAS**, Developer and the City have entered into a new development agreement with respect to the development of the Property and the Original Developer's Agreement is no longer required by the parties to govern the development of the Property; and

**WHEREAS**, Developer and the City desire to enter into this Release to codify the termination and release of the Original Developer's Agreement from title of the 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. **Recitals Incorporated.** The recitals set forth above are incorporated into and are made a part of this Release.
2. **Termination.** The parties hereby agree that as to the Property only, the Original Developer's Agreement is terminated and is no longer in full force and effect with respect to the Property. This Release shall in no way affect the applicability of the Original Developer's Agreement to Lots 1 or 2, White Oak Addition, Stearns County, Minnesota.
3. **Miscellaneous.** This Release shall run with the land and shall be recorded against the title to the Property. This Release shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

[Signature Page Follows]

**CITY OF ST. AUGUSTA**

31

**IN THE WITNESS WHEREOF**, Developer has executed this Release as of the date first written above.

**Developer:**  
**F Street Manager 4, LLC**

By: Scott Lurie  
Its: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Scott Lurie, the Manager of F Street Manager 4, LLC.

Notary Public

**DRAFTED BY:**

**Couri & Ruppe, P.L.L.P.**  
P.O. Box 369  
705 Central Avenue East  
St. Michael, MN 55376  
(763) 497-1930

## **EXHIBIT H**

Release of Prior Stormwater Agreement

[See Attached]

**RELEASE OF WHITE OAK ADDITION STORMWATER  
BMP MAINTENANCE AGREEMENT  
CITY OF ST. AUGUSTA  
WHITE OAK ADDITION**

THIS RELEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between F Street Manager 4, LLC, a Wisconsin limited liability company (“Developer”), and the City of St. Augusta, located in the County of Stearns, State of Minnesota (“City”);

**WITNESSETH:**

**WHEREAS**, Developer is fee owner and developer of the real property described as Lot 3, Block 1, White Oak Addition, Stearns County, Minnesota (“Property”); and

**WHEREAS**, the Property is subject to that certain stormwater maintenance agreement entitled “White Oak Addition Stormwater BMP Maintenance Agreement” dated October 31, 2019, filed December 13, 2019, as Document No. A1559202 in the office of the Stearns County Recorder, Stearns County, Minnesota (“Prior Stormwater Agreement”); and

**WHEREAS**, Developer and the City have entered into a new stormwater maintenance agreement with respect to the Property and the Prior Stormwater Agreement is no longer required by the parties to govern the maintenance of the Property; and

**WHEREAS**, Developer and the City desire to enter into this Release to codify the termination and release of the Prior Stormwater Agreement from title of the 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. **Recitals Incorporated.** The recitals set forth above are incorporated into and are made a part of this Release.
2. **Termination.** The parties hereby agree that as to the Property, the Prior Stormwater Agreement is terminated and is no longer in full force and effect with respect to the Property. This Release shall in no way affect the applicability of the Prior Storm Water Agreement to Lots 1 or 2, White Oak Addition, Stearns County, Minnesota.
3. **Miscellaneous.** This Release shall run with the land and shall be recorded against the title to the Property. This Release shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

[Signature Page Follows]



**IN THE WITNESS WHEREOF**, the City has executed this Release as of the date first written above.

# CITY OF ST. AUGUSTA

By \_\_\_\_\_  
It's Mayor

By \_\_\_\_\_  
It's Administrator/Clerk

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF STEARNS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Mike Zenzen, Mayor of the City of St. Augusta, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by William McCabe, Administrator/Clerk of the City of St. Augusta on behalf of the City and pursuant to the authority of the City Council.

Notary Public

**IN THE WITNESS WHEREOF**, Developer has executed this Release as of the date first written above.

**Developer:**  
**F Street Manager 4, LLC**

By: Scott Lurie  
Its: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Scott Lurie, the Manager of F Street Manager 4, LLC.

Notary Public

**DRAFTED BY:**

Couri & Ruppe, P.L.L.P.  
P.O. Box 369  
705 Central Avenue East  
St. Michael, MN 55376  
(763) 497-1930

Summary Report	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	9/27/2022 9:31:54 AM
Comparison Time	2.15 seconds
compareDocs version	v5.1.300.3

Sources	
Original Document	F Street Developer's Agreement, draft 1, 7-26-22.docx
Modified Document	Developer's Agreement - St. Augusta, MN (RBVD Draft 9.26.22).docx

Comparison Statistics	
Insertions	69
Deletions	10
Changes	79
Moves	2
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	160

Word Rendering Set Markup Options	
Name	
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.

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Flatten Field Codes	Word	True
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	False
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	False
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Include Tables	Word	True
Include Text Boxes	Word	False
Show Reviewing Pane	Word	False
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
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