

TO: MAYOR AND CITY COUNCIL

FROM: Neil Jensen, City Administrator

SUBJECT: Timber Ridge Early Model Home Permit Agreement

MEETING DATE: October 17, 2023

BACKGROUND

Leon Endres of Timber Ridge development is requesting the City Council to approve model homes before the reconstruction of Timber Ridge. Please find an Early Model Home Agreement which gives the developer approval to build up to 4 model homes before the reconstruction of the roads in Timber Ridge 1st Addition is complete. Timber Ridge 1st Addition consists of the “Old Sandstone Ridge” property. This property has roads and all the utilities in place and can be considered a reconstruction project. The sewer and water mains will stay and the street, curb and gutter and storm sewer will be replaced.

The agreement states that all agreements (Developer’s and PUD) and securities will be completed before home construction begins and no certificate of occupancy will be issued until the base layer of asphalt is installed.

STAFF RECOMMENDATION

Please make a motion to approve the Timber Ridge Early Model Home Permit Agreement.

REQUESTED COUNCIL ACTION

Please make a motion to approve the Timber Ridge Early Model Home Permit Agreement.

EARLY MODEL HOME PERMIT AGREEMENT

This Early Model Home Permit Agreement (this “Agreement”), entered into this ____ day of October, 2023 by and between the **CITY OF CANNON FALLS, MINNESOTA, a municipal corporation of the State of Minnesota**, hereinafter referred to as “City” and **ENDRES CANON FALLS, LLC**, a Minnesota limited liability company, hereinafter referred to as “Developer” (collectively, the “Parties”).

WHEREAS, the City and Developer have executed that certain Timber Ridge 1st Addition Development Agreement dated _____, 2023;

WHEREAS, the City and Developer have executed that certain Planned Unit Development Agreement for Timber Ridge dated _____, 2023.

WHEREAS, the Timber Ridge 1st Addition Plat with Goodhue County is comprised of Block 1, Lots 1-7, and Block 2, Lots 1-8 (collectively, the “Property”);

WHEREAS, the Developer, personally or through its contractor or agent, desires to apply for and be issued early building permits to commence construction on early model homes (“Early Model Homes”), prior to completion of the removal and rebuilding of the public streets serving the Property; and

WHEREAS, the City has approved this Agreement that sets forth conditions for building permits for Early Model Homes.

NOW, THEREFORE, for good and valuable consideration in hand received and acknowledge both as to receipt and sufficiency, the Parties do hereby agree as follows:

1. Developer, through its agent, a licensed contractor, may “pull” building permits for residential dwellings to be used as Early Model Homes in the Timber Ridge 1st Addition development

prior to completion of the removal and rebuilding of public streets serving the Property. The number of Early Model Homes on the Property shall not exceed four (4).

2. Developer has paid all final plat fees, and has posted with the City an acceptable security for public improvements, and Developer is in full compliance with the terms of Timber Ridge 1st Addition Development Agreement.
3. Developer is in full compliance with the terms of the Planned Unit Development Agreement.
4. Certificates of Occupancy for Early Model Homes will only be issued after the applicable governmental authority or his/her designee finds it meets the applicable Building Code and all public improvements (including street completed to base pavement) are completed.
5. Any of the Early Model Homes may be utilized as a sales office once it has its Certificate of Occupancy.
6. The City reserves the right to ensure that the requirements of this Agreement are being followed. If a violation occurs, the Developer will be notified in writing/email and shall come into compliance within ten (10) business days of the notification. If the Developer does not come into compliance as determined by the City, permits issued pursuant to this Agreement may be suspended by the City until such time as the Developer brings the Property into compliance.
7. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties.
8. This Agreement may be executed in one (1) or more duplicated counterparts, each of which shall be deemed an original and part of the complete Agreement.

9. Any notice of other communication required or permitted under this Agreement will be effective only if it is in writing and delivered personally or sent by fax, e-mail, or certified mail, postage prepaid, addressed as follows:

If to the City:

Neil Jensen, City Administrator
918 River Road
Cannon Falls, MN

If to Developer:

*Endres Canon Falls LLC.
Attn: Leon Endres
1505 River Shore Drive
Hastings, MN 55033*

10. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Minnesota without regard to any conflict of laws principles that would require the application of laws of a different state.
11. The Parties shall be subject to the exclusive jurisdiction of the Federal and state courts of the State of Minnesota in any suit or proceeding arising out of or relating to this Agreement.
12. Neither Party may assign this Agreement or assign any rights or delegate any obligation under this Agreement without the other Party's written consent, not to be unreasonably withheld, except that such Party may assign this Agreement, without the other Party's written consent pursuant to a merger, acquisition, or sale of all or substantially all of such Party's assets relating to this Agreement. Any attempt or purported assignment in violation of this section will be null and void.
13. No amendments or variations to the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

14. If any provision of this Agreement is determined invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement. The court may modify the provision(s) in question in order to be rendered enforceable in a manner consistent with the intent of the Parties.

[Signature Page Follows]

The Parties have read, understand and agree to the terms and conditions set out in this Agreement dated this _____ day of _____, 20____.

“City”
CITY OF CANNON FALLS,
MINNESOTA,
a Minnesota municipal corporation

Name: Matt Montgomery
Its: Mayor, City of Cannon Falls

Name: Neil Jensen
Its: City Administrator

“Developer”
ENDRES CANON FALLS, LLC

Name: _____
Its: _____

