

---

**St. Joseph Joint Planning Board**  
**St. Joseph Government Center, 75 Callaway St E**  
**Tuesday, October 14<sup>th</sup>, 2025**  
**7:00 PM**

1. Call to Order
2. Approve Agenda
3. Approve Minutes – April 9<sup>th</sup>, 2025
4. New Business
  - a. Vacation of Easement 9051 Cayley Court **PUBLIC HEARING**
  - b. River Ridge Estates Developers Agreement Proposed Amendment
5. Other Business
  - a. Member Updates
6. Adjourn

---

*Questions on agenda should be directed to:  
Nate Keller, Community Development Director  
City of St. Joseph (320) 557-3524*

Pursuant to due call and notice thereof, the St. Joseph Joint Planning Board met on Wednesday, April 9th, 2025 at 7:00 PM at the St. Joseph Government Center.

Members Present: Chair Doug Fredrickson, Dennis Durand, Kelly Beniek, Andrew Mooney, Jon Hazen, Dan Holan, Mark Thompson

Members Absent:

Staff Present: Community Development Director Nate Keller, and City Attorney Sue Dege

Fredrickson called the meeting to order at 7:00 PM.

Approval of the Agenda: **Thompson made a motion to approve the agenda; seconded by Hazen and passed unanimously by those present.**

Minutes: **Hazen made a motion to approve the minutes of the November 12<sup>th</sup>, 2024 meeting; seconded by Fredrickson and passed unanimously by those present.**

New Business

- a. Nomination of Chair and Vice Chair for 2025

**Thompson made a motion to appoint Fredrickson as Chair for 2025; motion was seconded by Hazen and passed unanimously by those present.**

**Thompson made a motion to appoint Hazen as Vice Chair for 2025; motion was seconded by Mooney. The motion was passed unanimously by those present.**

- b. Orderly Annexation Agreement Amendment and Requested Detachment of Parcels identified as: 31.20803.0000 and 31.20810.0000 – **PUBLIC HEARING**

Keller presented an overview of the request. Two property owners are petitioning for a detachment and annexation into the City of St. Cloud. The applicant is Stearns County who is proposing to construct the County Service Center at the site. The proposal involves two parcels identified as “Subject Parcel A – Bechtold” and “Subject Parcel B – Anderson” Both parcels total about 76 acres.

Keller stated that the Joint Planning Board's role was to conduct the public hearing and provide a recommendation as the Joint Planning Board is a recommending body for this type of request and action. Keller explained the current zoning, and future land use guidance for the parcels. Keller also explained the lack of St. Joseph utilities near the site and the close proximity of utilities from St. Cloud. The purpose of the request is two main reasons. The first is the Service Center for the County must be located in the County Seat (city of St. Cloud) and the second is the city of St. Cloud can service the site with their utilities. Keller stated one condition that staff is recommending if the detachment is approved is the County dedicate a 12' perimeter easement along the side that fronts CR 134. This request is because the city has a sewer force main that runs parallel to the site along CR 134. The force main is located within the right-of-way but the easement is recommended in case the city needs more room to access and maintain the line in the future.

Keller mentioned that the Joint Planning Board is the first of three potentially four governing bodies to act on the request. The Joint Planning Board's recommendation will get forwarded to the St. Joseph City Council who meets on April 21<sup>st</sup> and the St. Joseph Township who meets on April 28<sup>th</sup>. Then the city of St. Cloud would take action on the request.

**Fredrickson opened the public hearing at 7:08PM**

County Administrator Michael Williams spoke. Mr. Williams highlighted background on the request, reasons for the site selection, benefits of the facility, and historical information on the project.

**Fredrickson closed the public hearing at 7:18PM**

Multiple questions by Board members were asked and included: questions on Justice Center design, questions on Justice Center location, questions on future potential annexation of the property into the city of St. Joseph, concerns Board members have heard from constituents, engagement questions specifically if the County has inquired to the businesses in the area of the site, questions on the existing downtown location, questions on other sites and options.

Mr. Williams responded to the Boards questions on the topics above as allowed.

Fredrickson asked about placing a condition on the resolution tied to requiring that a signed purchase agreement be a condition of the resolution approval.

Keller and Dege responded that this would be an appropriate condition to place.

**Hazen made a motion to approve the Joint Planning Board Resolution 2025-001 with the amendment; the motion was seconded by Thompson.**

**A roll call vote was conducted:**

**Aye: Fredrickson**

**Nay: Thompson, Hazen, Beniek, Holam, Mooney, Durand**

Other Business

None

**Adjourn: Hazen made a motion to adjourn at 7:54 PM; seconded by Mooney and passed unanimously by those present.**

Minutes by:

Nate Keller, Community Development Director

**MEETING DATE:** October 14<sup>th</sup>, 2025

**AGENDA ITEM:** 4a. Vacation of Easement  
4b. Amendment to River Ridge Estates Developers Agreement

**BACKGROUND INFORMATION:**

Applicant Information: Applicant and owner – Blake Schwegel

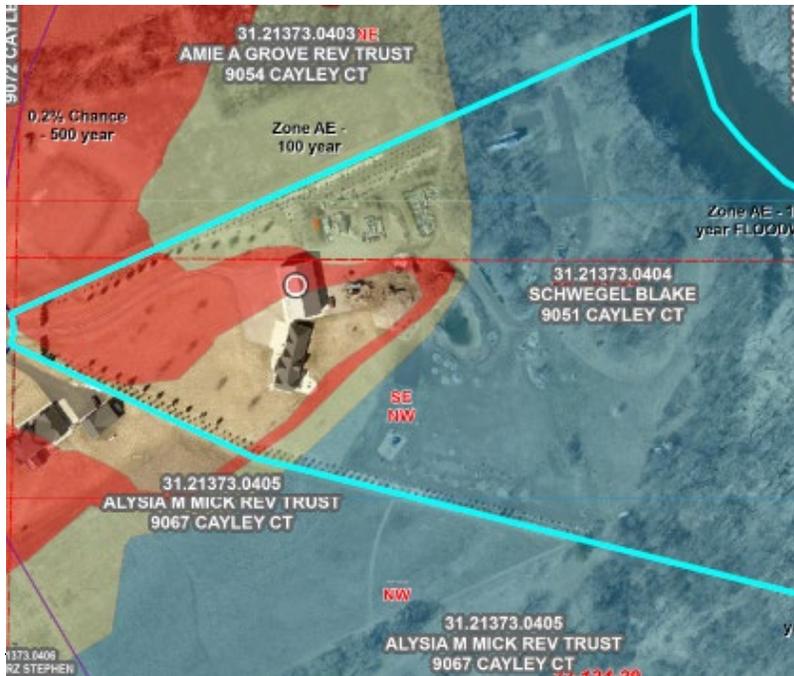
Parcel location: 9051 Cayley Court

Parcel ID: 31.21373.0404

Zoning:

Purpose of Application:

Blake Schwegel is requesting to vacate a portion of his rear drainage easement to construct a 100'x50' detached structure, which would be located within a easement and the 100-year floodplain. This request also requires an amendment to the original Developers Agreement, which prohibits structures in the floodplain. Although staff recommended placing the structure elsewhere on the lot to avoid the floodplain, the only floodplain-free area is directly behind Mr. Schwegel's home and another existing structure (see below). Since the lot is over 20 acres their is no limit o(for riparian lots) on the maximum accessory building area (max height is 30'). The structure will need to meet the proper setbacks as well (side, shoreland, etc.) along with height regulations.



If the vacation easement and amendment to Developer's Agreement is approved staff are recommending a couple conditions which are:

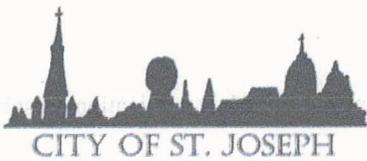
- Vacation of easement shall only vacate portions of the rear easement and shall not include any vacating of the side easement running along the side of the property. *This side easement shall be retained for drainage purposes.*
- The lowest floor at any level of the structure shall be placed no lower than the regulatory flood protection elevation or at least three feet above the highest known water level, or at least three feet above the ordinary high-water level, whichever is higher. The finished fill elevation must be no lower than one foot below the Regulatory Flood Protection Elevation and shall extend at such elevation at least 15' beyond the limits of the structure
- A Letter of Map Revision (LOMA-F) shall be completed and submitted to FEMA. Proof that the LOMA-F has been accepted and approved shall be provided to the City who administers the permitting in the Orderly Annexation Area.

**ATTACHED INFORMATION:**

Location Map and Exhibits  
 Proposed Site Plan for Structure  
 Proposed Vacation of Easement exhibit  
 Proposed Amendment for Developer's Agreement

**REQUESTED ACTION:**

- 4a - Motion 1: Open and close **public hearing** for Vacation of Easement  
 4a - Motion 2 – Approval on vacation of Easement Resolution JPB2025-002  
 4b - Motion 3 – Approval on amendment to River Ridge Estates Developer's Agreement



RECEIVED

SEP 18 2025

Vacation Request Application

Applicant **Blake Schwegel**

CITY OF ST. JOSEPH

Phone (320) 293-4438

Email schwegels24@gmail.com

Mailing Address 9051 Cayley Court St. Cloud, MN 56301

Vacation Type Requested:  Public Street/Alley  Utility Easement  Drainage Easement

Project Location/Address 9051 Carley Court St. Cloud, MN 56301

Legal Description of Property (attached a separate document if needed) Lot 5, Block 1, RIVER RIDGE ESTATES according to the recorded plat thereof, Stearns County, Minnesota.

Justification for Requested Vacation

Space needed to construct an accessory building and correct the overlap of an existing building within the easement. Vacation request is for a Drainage Easement, not a Drainage and Utility Easement. There are not any public utilities within this area of the Drainage Easement.

Utility Agencies

Agency Representative Signature Approving Proposed Vacation

In Place Utilities?

Century Link:

Print Name

Signature

Yes No

Comments/Concerns:

Xcel Energy-Gas:

Print Name

Signature

Yes No

Comments/Concerns:

Xcel Energy-Electric:

Print Name

Signature

Yes No

Comments/Concerns:

Stearns Electric:

Print Name

Signature

Yes No

Comments/Concerns:

Charter:

Print Name

Signature

Yes No

Comments/Concerns:

Midco:

Print Name

Signature

Yes No

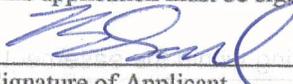
Comments/Concerns:

**Submittal Materials**

The following materials must be submitted with your application in order to be considered complete. A complete application must be made at least 20 business days prior to the City Council meeting for which you wish to be heard.

- Alta Survey: An official survey, by a licensed surveyor. The survey shall be scalable and in an 8.5"x11" or 11"x17" format.
- Site Plan: A scalable site plan, 8.5"x11" or 11"x17" showing the following:
  - The existing property lines
  - Proposed area for vacation.
  - Legal Description of the proposed area for vacation.
  - Existing buildings including dimensions and distances to property lines and easements.
- One printed copy and an electronic copy of all submittal documents. The legal description of the proposed vacation area shall be emailed in a "Word" document format. Email documents to Nate Keller at nkeller@cityofstjoseph.com
- Vacation Request Application form completed (this form), including obtaining all utility agency signatures.
- Paid Application Fee: \$500.00.

This application must be signed by all owners of the subject property.

  
\_\_\_\_\_  
Signature of Applicant

9-18-25  
Date

  
\_\_\_\_\_  
Signature of Owner (s)

9-18-25  
Date

For Office Use Only		
Fee: \$500 plus add. if incurred	Paid:	Date Received:

**RESOLUTION JPB 2025-002  
APPROVING THE VACATION OF EASEMENT FOR PARCEL 31.21373.0404 LEGALLY  
DESCRIBED AS LOT 005, BLOCK 001 OF RIVER RIDGE ESTATES**

**WHEREAS**, the Joint Planning Board has received a request for approval of a Vacation of Easement on property herby known as “Subject property” and legally described in Exhibit A; and

**WHEREAS**, the applicant and owner of the Vacation application is Blake Schwegel; and

**WHEREAS**, a Vacation of Easement requires Joint Planning Board approval and public hearing; and

**WHEREAS**, on October 14<sup>th</sup>, 2025, the Joint Planning Board reviewed the Vacation of Easement application; and

**WHEREAS**, on October 14<sup>th</sup>, 2025, the Joint Planning Board conducted a public hearing on the Vacation of Easement application; and

**WHEREAS**, the Vacation of Easement is consistent with the Orderly Annexation Area agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE JOINT PLANNING BOARD OF ST. JOSEPH, MINNESOTA:** That the Vacation of Easement application is approved with the following conditions:

1. The vacation of easement only vacates the rear portion of the Easement shown in Exhibit B and does not vacate the side drainage easement.
2. The original Developers Agreement for River Ridge Estates plat will need to be amended to allow construction of an accessory structure within the 100-year floodplain and said Developers Agreement shall include conditions of approval for construction within the 100-year floodplain and be approved by the Joint Planning Board.

Whereupon said resolution was declared duly passed and adopted by the Joint Planning Board this 14<sup>th</sup> day of October, 2025..

ST. JOSEPH JOINT PLANNING BOARD

By \_\_\_\_\_  
Doug Fredrickson , Chair

By \_\_\_\_\_  
Nate Keller, Zoning Administrator – Joint Planning Area

**Exhibit A**

Lot 005, Block 001 of River Ridge Estates  
Parcel ID: 31.21373.0404



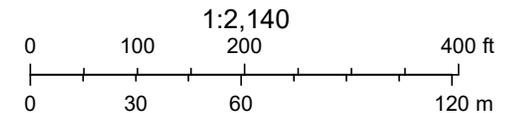






December 12, 2024

- Parcels
- Sections
- Blocks
- Roads
- Quarters
- Lots



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

The information in the map is not suitable for legal, engineering, or surveying purposes.

**From:** [Cory Ehlert](#)  
**To:** [Nate Keller](#)  
**Cc:** [Sam Deleo](#)  
**Subject:** Blake Schwegel  
**Date:** Tuesday, September 23, 2025 4:49:58 PM

---

Hi Nate,

As Managing Partner of CLC Partners, LLC, the original developer of RIVER RIDGE ESTATES in St. Joseph Township, I am requesting that the original Development Agreement be amended as stated in the attached Draft-Dev Agmt Amendment\_2025.09.10.doc file. The area of the original development agreement to be amended is highlighted on page 3 of the attached DA MARKUP.pdf file.

Please let me know if you need any additional clarification from me on this matter.

Sincerely,

**Cory Ehlert**  
Managing Partner  
CLC Partners, LLC

**AMENDMENT OF SUBDIVISION AGREEMENT  
FOR  
RIVER RIDGE ESTATES**

A. WHEREAS, On April February 9, 2016, the St. Joseph Joint Planning Board, a public body pursuant to MN Statutes 414.0325, hereinafter referred to as “JPB” approved the plat of River Ridge Estates. Said plat being recorded on April 21, 2016, as document number 1466498 in the office of the Stearns County Recorder; and

B. WHEREAS, On April 12, 2016, the JPB and CLC Partners, LLC, a Minnesota limited liability company, herein referred to as “Developer” executed a certain Subdivision Agreement, herein referred to as “Development Agreement” for the plat of River Ridge Estates. Said Subdivision Agreement being recorded on April 21, 2016, as document number 1466501 in the office of the Stearns County Recorder; and

C. WHEREAS, The Developer executed a certain warranty deed dated August 10, 2016, conveying title of Lot 5, Block 1, said River Ridge Estates to Blake A. Schwagel, hereinafter referred to as “Schwagel”. Said warranty deed being recorded on August 12, 2016, as document number 1474926 in the office of the Stearns County Recorder; and

D. WHEREAS, Section 3.4, Item b of said Development Agreement states that all structures shall be located outside the 100-year floodplain; and

E. WHEREAS, Schwagel proposes to construct an accessory building in a portion of the 100-year floodplain located within said Lot 5, Block 1, River Ridge Estates as described on the attached Exhibit A and graphically depicted on the attached Exhibit B; and

F. WHEREAS, The Developer consents to the construction of said accessory structure as proposed by Schwagel; and

THEREFORE, it is understood that Section 3.4, Item b of said Development Agreement shall be amended as follows:

“b. All structures shall be located outside of the 100 year floodplain except that part described as described on the attached Exhibit A and graphically depicted on the attached Exhibit B provided the following conditions are met:

1. The lowest floor at any level of the structure shall be placed no lower than the regulatory flood protection elevation or at least three feet above the highest known water level, or at least three feet above the ordinary high water level, whichever is higher. The finished fill elevation must be no lower than one foot below the Regulatory Flood Protection Elevation and shall extend at such elevation at least 15’ beyond the limits of the structure
2. A Letter of Map Revision (LOMA-F) shall be completed and submitted to FEMA. Proof that the LOMA-F has been accepted and approved shall be provided to the City who administers the permitting in the Orderly Annexation Area.

This amendment to said Development Agreement shall run with the land.

IN WITNESS WHEREOF, said CLC Partners, LLC, a Minnesota limited liability company has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CLC PARTNERS, LLC

\_\_\_\_\_  
By Cory Ehlert  
Its Managing Partner

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by Cory Ehlert, Managing Partner of CLC Partners, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

ST. JOSEPH JOINT PLANNING BOARD

\_\_\_\_\_  
Doug Fredrickson, Chairperson  
St. Joseph Joint Planning Board

ATTEST:  
\_\_\_\_\_  
Nate Keller, Secretary  
St. Joseph Joint Planning Board

This instrument was drafted by:  
Kramer Leas DeLeo,  
P.C.  
13 11<sup>th</sup> Ave N.  
St. Cloud, MN 56303  
(320) 259-1266

## Exhibit A

### Description for Proposed Building Area

That part of Lot 5, Block 1, RIVER RIDGE ESTATES, according to the recorded plat thereof, Stearns County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 5;

thence North 64 degrees 22 minutes 18 seconds East, plat bearing along the north line of said Lot 5, for 420.00 feet to the point of beginning;

thence South 25 degrees 37 minutes 42 seconds East 113.32 feet to the southerly boundary of a drainage easement established on said RIVER RIDGE ESTATES;

thence North 87 degrees 50 minutes 58 seconds East along the last described south line, 75.00 feet;

thence North 64 degrees 22 minutes 18 seconds East 130.00 feet;

thence North 25 degrees 37 minutes 42 seconds West 143.20 feet said north line of Lot 5;

thence South 64 degrees 22 minutes 18 seconds West, along the last described north line, 198.79 feet to the point of beginning.

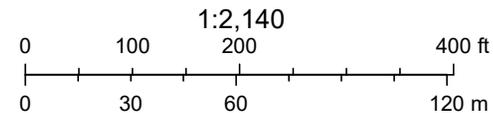
Excepting therefrom that part lying northwesterly of a line distant 5.00 southeasterly of, as measured at a right angle to and parallel with, said north line of Lot 5.



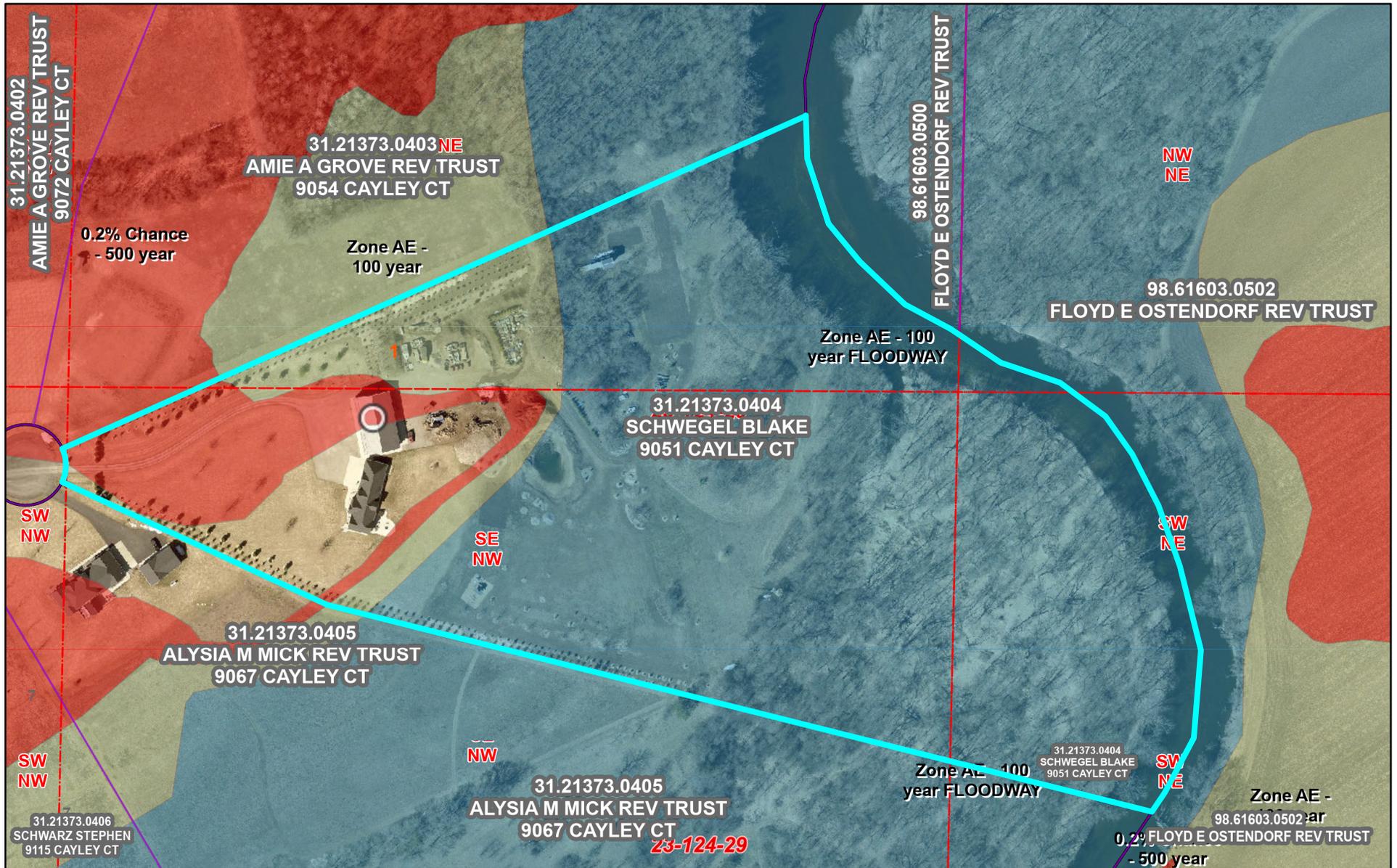
# Flood Overlay



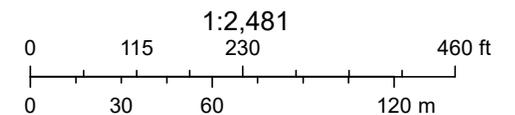
December 12, 2024



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri



September 10, 2025



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

**SUBDIVISION AGREEMENT  
FOR  
River Ridge Estates**

THIS AGREEMENT IS MADE AND ENTERED INTO this 12<sup>th</sup> day of April, 2016, by and between the St. Joseph Joint Planning Board, a public body pursuant to MN Statutes 414.0325, hereinafter referred to as "JPB" and CLC Partners, LLC, a Minnesota Limited Liability Corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, on November 18, 2014, the JPB conducted a public hearing to consider the request of the Developer to rezone the property legally described in Exhibit A from the current Urban Expansion (UE) to Residential 10; and

WHEREAS, on November 18, 2014, the JPB extended the 60 day land use requirement an additional 60 days tabling further discussion on the rezoning of said property; and

WHEREAS, on January 5, 2015, acting on the recommendation of the JPB, the St. Joseph City Council and the St. Joseph Town Board approved the rezoning request to allow a seventeen lot (sixteen residential lots and one outlot) subdivision entitled River Ridge Estates; and

WHEREAS, on August 11, 2015, the JPB conducted a public hearing to consider the preliminary plat for River Ridge Estates; and

WHEREAS, the conditions of approval of said plat are stated in this agreement; and

WHEREAS, the Developer is providing assurances herein to induce the JPB to provide the final plat approval; and

WHEREAS, the JPB has the power and right to enter into this Agreement to approve the final plat of the subdivision known as River Ridge Estates; and

WHEREAS, the purpose of this Agreement is to define the rights and obligations of the Developer with respect to the final approval, by the JPB, of the subdivision known as River Ridge Estates.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do agree as follows:

1.0 REQUEST AND CONDITIONS OF PLAT APPROVAL

- 1.1 Request for Plat Approval. The Developer has asked the JPB to grant final plat approval for a residential subdivision entitled River Ridge Estates. The legal description for the land is described in Exhibit A.
- 1.2 Conditions for Approval. The JPB hereby grants final approval of the plat subject to the conditions that the Developer enters into this Agreement, furnish the security in a form acceptable as required by various provisions of this agreement, and record the plat with the County Recorder within 30 days after the JPB approves the plat.
- 1.3 Ghost Plat: The JPB has required the developer to include a ghost plat to facilitate the conversion of the Rivers Bend Plat to urban development after annexation. The future lots illustrated on Exhibit B must remain open space and no structure or driveway shall be constructed within that area.

2.0 RIGHT TO PROCEED

The Developer may not grade or otherwise disturb the earth, remove trees, construct private or public improvements, or any buildings, until all the following conditions have been satisfied: (1) this Agreement has been fully executed by both parties and filed with the JPB Board; (2) the necessary security has been received by the JPB; (3) the plat and this Agreement have been recorded with the Stearns County Recorder's Office or acknowledgement has been received that the plat is in the process of being recorded; (4) the JPB has issued a letter that all conditions have been satisfied and the Developer may proceed.

3.0 DEVELOPER REQUIREMENTS

3.1 Sewage Treatment

- a. Declaration of Restrictions. In order to protect the two Individual Soil Treatment System (ISTS) areas on each lot for sewage treatment use, the ISTS sites shall be protected and maintained in an undisturbed and natural state.
- b. Designation on Preliminary Plat. The two ISTS areas on each lot shall be designated on the preliminary plat, and staked/fenced-off and protected in the field prior to any ground disturbing activity.

- 3.2 Wetlands. The developer shall be allowed the de minimus exemption found in Minnesota Rules 8420.0420, subpart 98; or successor rules shall not be used for the purposes of draining or filling wetlands located within said plat. All wetlands within the plat will require a 25' building setback.
- a. Notwithstanding anything in this Agreement to the contrary, the Developer shall be responsible for all wetland mitigation which is required for construction of any of the public and private improvements. Developer will complete and pay for all permitting costs, including monitoring as required by the permit, credit purchases, and/or other mitigation costs which may be involved. The JPB may, however, take action to minimize charges or costs to the JPB in the event the Developer fails to obtain all permits and complete all mitigation which may be necessary for the construction of the public and private improvements.
  - b. Ingress and egress access to the Sauk River through the floodplain and wetland shall be limited to a dock or boardwalk-type structure and shall comply with the Wetland Conservation Act and *Section 10.1 of Stearns County Land Use and Zoning Ordinance #439, or successor ordinance.*
  - c. A portion of the plat contains floodway areas as shown on Exhibit C. All activities within the floodway shall be in compliance with Section 10.1.7 of *Stearns County Land Use and Zoning Ordinance #439, or successor ordinance.*

3.3 Construction Site Management. Construction site Best Management Practices (BMPs) shall be required during construction of any new structure in accordance with Section 7.10 of the *Stearns County Land Use and Zoning Ordinance 439*; or successor Ordinance.

3.4 Lot Restrictions. Due to the topography and site characteristics, the following lots contain building restrictions:

- a. Vegetation. A vegetative alteration application shall be submitted with the construction site permit application for Lots 4, 5, 6, 7, 8 Block 1.
- b. All structures shall be located outside of the 100 year floodplain.

In order to protect them for sewage treatment use, the two soil treatment areas on each lot, as designated on the preliminary plat, shall be staked and roped off prior to any ground disturbing activity on each lot.

3.5 Public Right of way and Easement Requirements. The Developer shall be required to provide all easement documents for review by the City/Township Engineer/Attorney prior to recording of the plat. The following right of way and easements are required to be noted on the final plat:

- a. Drainage and Utility Easements.

1. Drainage ditch between Lots 7 and 8, Block 1 between Cayley Court and the Sauk River
  2. Protection of the 100-year floodway, 100-year flood plain, and Storm water treatment pond and outfall.
- b. The Developer will donate and dedicate to Stearns County a controlled access restriction, being the right of ingress to and egress from, along the right of way of County Road 121.

3.6 Public Improvements. The Developer shall be responsible for the construction of the road and required storm water facilities and they shall be in conformance with the construction plans attached as Exhibit D. The Public Improvements are subject to the following:

- a. Design Standard. The road shall be designed to meet nine (9) ton design standards, at a minimum.
  - i. Construction of the road and related storm water facilities shall be the responsibility of the developer and shall be in conformance with both the stormwater management and erosion control plan approved as part of this plat and attached as Exhibit E.
- b. Inspection. The construction of the roads and storm water facilities shall be inspected and accepted by the designated engineer. All costs associated with inspection services shall be the responsibility of the Developer.
- c. Improvements. The Developer agrees to construct those improvements itemized below, (hereinafter known as the "Improvements"):

Check all that apply:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Site Grading  | <input checked="" type="checkbox"/> Storm Sewer/Culverts          |
| <input checked="" type="checkbox"/> Street Name Signs   | <input checked="" type="checkbox"/> Storm Water Treatment Systems |
| <input checked="" type="checkbox"/> Turning and Bypass Lanes  | <input checked="" type="checkbox"/> Regulatory and Warning Signs  |
| <input checked="" type="checkbox"/> Erosion Control   | <input checked="" type="checkbox"/> Street Lighting               |
| <input checked="" type="checkbox"/> On-site Wetland Mitigation-must be approved by appropriate regulatory agency  |   |
| <input checked="" type="checkbox"/> Private Utilities to include multiple alternative energy options such as geo thermal and LP, telephone, and electric. |   |

- d. The following improvements noted above are public improvements: site grading and erosion control within the public rights of way, storm sewer and street culverts, bituminous streets and turn lanes, street signs, regulatory and warning signs, street lighting. Public improvements shall be dedicated to the Township as provided in paragraph 8.4 of this Agreement.

The Improvements itemized above shall include all necessary appurtenant items of work as determined by the JPB.

- e. The following improvements are private improvements: private lot and house pad grading, private driveway culverts, erosion control outside the public street

rights of way, on-site wetland mitigation, storm water treatment ponds, ISTS sites and systems, domestic wells, and private utilities. Private improvements shall remain the property of the Developer and under the control and maintenance of the Developer, its heirs and assigns.

- 3.7 Completion Deadlines. The Developer agrees to proceed with said Improvements entirely at its expense, and to complete said improvements by September 30, 2016, except for final bituminous wear course which shall be completed pursuant to the following schedule. The final wear course must be installed on or after June 15, 2017, and before June 15, 2018. Under no circumstances can the final wear course be installed until the street is subjected to one annual freeze/thaw cycle.
- 3.8 Engineering Services. The Developer will retain an engineer satisfactory to the JPB to prepare complete construction Plans and Specifications for The Improvements. The Developer shall make his engineer aware of the provisions in this agreement. The Developer's engineer shall:
- a. Arrange for soil borings in accordance with Exhibit D and/or such other subsurface investigations as the JPB may require, including pavement design supporting information and storm water treatment pond soil infiltration properties.
  - b. Prepare construction plans and specifications, and estimate in accordance with Exhibit D.
  - c. Secure all necessary permits including those required by the Minnesota Pollution Control Agency, the Department of Natural Resources, Stearns County, Sauk River Watershed District, or any other regulatory agency that has jurisdiction.
  - d. Provide all necessary construction staking and related survey work.
  - e. Provide construction administrative services on behalf of the Developer, including the following: review shop drawings, coordinate construction staking, monitor permit requirements, monitor site grading and erosion control work designated as developer's responsibility as required, process applications for payment, prepare change orders, monitor completion dates, coordinate field issues with Contractor and Developer, participate in final inspection.
  - f. Prepare record drawings. Submit to the Township Engineer within 30 days of receiving field measurements from the Township's on-site representative. Record drawings shall include locational measurements to all culverts, storm sewer, and drainage structures. Developer will submit evidence of site grading, to include conformance of house pad elevations with the grading plan.

#### 4.0 **PERMITS AND FINANCIAL OBLIGATIONS**

- 4.1 NPDES Permit. The Developer is required to secure a NPDES Permit since more than one acre of land will be disturbed as a result of the construction within the entire River Ridge Estates. The permit requires the creation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). A copy of the permit must be provided to the JPB prior to any construction.

- 4.2 Improvement Escrow. Prior to the actual construction of the Improvements pledged to be constructed by the Developer, then in that event, the Developer shall post with Stearns County a bond, irrevocable letter of credit or dedicated escrow account (the "Security") in the estimated amount of 1.25 times the Engineer's Estimate of the likely costs of such improvements, conditioned upon the faithful construction of the improvements according to the Plans and Specifications, and final approval of the Township Engineer, and the terms of this Development Agreement. As the improvements are partially completed, the Developer may request the Township to release a portion of the Security representing the cost of the completed improvements as determined by the Township Engineer, but at all times there shall be Security in an amount of at least 125% of the estimated cost of the unfinished improvements. If the construction contracts are under the control of one Prime Contractor, the Prime Contractor may provide the performance security required by this section.
- 4.3 Warranty Bond. The Developer shall fully and faithfully comply with all the terms of any and all Contracts entered into by the Developer for the installation and construction of all The Improvements and hereby warrants and guarantees the workmanship and materials for a period of two years following the Township's final acceptance of the Improvements. In addition to the Security required by Section 4.2 herein, the Developer hereby warrants and shall post a warranty bond, warranting the condition of the materials and workmanship of the improvements for a period of two years following the Township's final acceptance of the Improvements. If any claims are made in writing within the warranty period, the bond shall not be released until such claims are resolved.
- 4.4 Insurance. The Developer shall provide evidence of Comprehensive General Liability and Broad Form Property Damage Insurance including contractual coverage in the amount of at least \$1,000,000 per occurrence and \$1,000,000 aggregate and excess or umbrella coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. The Contractor shall be required to carry a broad form Property Damage Endorsement or similar thereto for Explosion, Collapse, and Underground (XCU) general liability insurance coverage. The JPG and designated Engineer shall be named as an additional insured on such policy by endorsement. The Developer's insurance certificate shall be in a form approved by the JPB, and shall be delivered to the JPB at least three days prior to the commencement of any work on the Improvements. Such insurance shall remain in full force and effect through the end of the warranty period described in Section 4.3

The Developer shall cause each person with whom Developer contracts for the construction and installation of any Improvements to provide evidence of insurance. Said coverage shall include Contractor's General Liability, Owner/Engineer Protective Liability, Automobile Liability, Contractual Liability, and Worker's Compensation coverage. The Developer, or each person with whom the Developer contracts shall obtain excess or umbrella liability

coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The JPB and the designated Engineer shall be named as an additional insured on such policy by endorsement.

All insurance coverage shall be provided in accordance with JPB specifications.

- 4.5 Damage to Public Infrastructure. Developer shall promptly repair, at the Developer's expense, any damage to the County's and Township's existing infrastructure. Repairs shall be to original condition or better.
- 4.6 Dedication of Utilities and Roadways. Developer will dedicate to the Township, after their completion, all storm sewer mains, street culverts, roadways and other structures located in the right-of-ways on the Development Property shown in the Plans and Specifications. Developer will provide to the Township any and all necessary easements and/or dedications or deeding to ensure that the Township has the ability to maintain, repair, replace or modify the sewers and culverts located on the Development Property.

## 5.0 PROJECT SPECIFIC REQUIREMENTS

- 5.1 Park Land Dedication. The JPB shall receive a Park Dedication fee in the amount of \$ 8,000.00
- 5.2 Storm Water Infrastructure – Long Term Maintenance. The Developer shall be responsible for the maintenance of the facility(ies) in accordance with the Storm Water Agreement attached as Exhibit E.
  - (b) Cleaning of Ponds. At such time as the designate Engineer determines that construction on the Development Property has been sufficiently completed so as not to cause significant erosion which will contaminate the holding ponds servicing the Development Property, Developer will clean/dredge all holding ponds and storm water pipes on the Property. In the event the ponds require cleaning/dredging prior to the completion of all such construction, the designated Engineer may request that the Developer complete more than one cleaning of the holding ponds.

6.0 **RURAL DEVELOPMENT.** The plat entitled River Ridge Estates is located in an agricultural area and the construction, expansion and operation of animal feedlots and other agricultural uses are permitted adjacent to the plat. The Developers acknowledge that future buyers may be exposed to the sights, sounds, smells, and conditions of modern agriculture and shall provide written notice of such agricultural conditions prior to entering in a purchase agreement with buyers of the property.

## 7.0 FUTURE DEVELOPMENT IMPACTS



PO Box 585  
St. Joseph, MN 56374

AND

City of St. Joseph  
PO Box 668  
St. Joseph, MN 56374

If to the Developer at: Cory Ehlert  
CLC Partners, LLC  
PO box 99  
St. Joseph, MN 56374

- 8.4 Acceptance and Ownership of Improvements. The JPB will accept said improvements or portions thereof, upon certification by the designated Engineer that, to the best of his knowledge and belief, the improvements have been completed in conformance with the terms of this Development Agreement and all documents incorporated herein by reference. Upon completion of the work and construction required by this Agreement and final approval and acceptance by the JPB, the improvements lying within public easements in the development shall become public property without further notice or action.
- 8.5 Incorporation of Documents by Reference. All general and special conditions, plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to the Agreement shall be and hereby are made a part of this Agreement by reference as if fully set out herein in full.
- 8.6 Indemnification. The JPB and its officers, agents and employees shall not be personally liable or responsible in any manner to the Developer, contractor or subcontractors, materialmen, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes any action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement, or the design, performance, and completion of the work and the improvements to be provided by Developer pursuant to this Agreement. The Developer shall hold the JPB and designated Engineer harmless from claims by third parties, including but not limited to other property owners, contractors, subcontractors and materialmen, for damages sustained or costs incurred resulting from plat approval and the development of the Property. The Developer shall indemnify the JPB for all costs, damages or expenses, including engineering and attorney's fees, which the JPB may pay or incur in consequence of such claims by third parties.
- 8.7 License to Enter Land. The Developer hereby grants the JPB, its agents, employees, officers and contractors a license to enter the Property to perform all work and/or inspections deemed appropriate by the JPB during the development of the Property.

8.8 Streets.

- (a) During any period of spring weight restrictions, when the streets within the Development have the first lift of pavement, but prior to final acceptance of the improvements by the JPB, the Developer shall post signage at each entrance to the Property as notice restricting access to vehicles with an axle weight of seven tons or less.
- (b) The Developer shall promptly clean any soil, earth or debris from streets in or near the Development resulting from construction work by the Developer or its agents or assigns as often as necessary and as directed by the JPB for public safety and convenience. In the event the Developer fails to clean the streets within 48 hours of the direction of the JPB, the JPB may undertake the work and seek reimbursement from the security provided by the Developer as set forth in paragraph 4.2 of this Agreement, or alternatively, assess the cost against property owned by the Developer within the Township.
- (c) Any damage to existing JPB streets and County highways due to construction activities within the development shall be repaired to the satisfaction of the JPB and County at the Developer's expense.

8.9 Erosion Control. The Developer shall comply with all requirements of the "General Storm Water Permit for Construction Activity" issued by the Minnesota Pollution Control Agency for construction activities and with the tasks on Exhibit E designated as the Developer's responsibility. In addition, the JPB may impose additional erosion control requirements if in the opinion of the designated Engineer such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of JPB utility systems. The Developer shall comply with the erosion control plans and with any such additional instruction it receives from the JPB. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Seed shall include rye grass or other fast growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

9.0 Street Lighting and Signage. Developer shall be responsible for the cost of purchase and installation of street lights and street signs. Developer will name all streets within the Development in accord with Ordinance regulations. The improvement shall not be accepted until installation of street lights and street signs is completed.

9.1 Reimbursement of JPB's Costs. The Developer shall reimburse the JPB for all costs, including all reasonable engineering, legal, planning and administrative expenses, incurred by the JPB in connection with all matters relating to the

negotiation, administration and enforcement of this Agreement and its performance by the Developer. Developer shall also reimburse the JPB for any add-to-construction costs related to the installation of street lighting or private utilities within the Development. Developer shall also be responsible for the cost of acquiring and installing street signage consistent with that used in other recent developments within the Township. Such reimbursement shall be made within 14 days of the date of mailing the JPB's notice of costs. If such reimbursement is not made, the JPB may place a hold on all construction or other work related to the Development, or refuse the issuance of building permits until all costs are paid in full. The JPB may further declare a default and collect its costs from the security deposited in accordance with Section 4.2 of this Agreement.

- 9.2 Renewal of Security. If any escrow account or bond deposited with the JPB in accordance with this Agreement shall have an expiration date prior to the Developer's obligations hereunder being complete, the Developer shall renew such security or deposit substitute security of equal value meeting the approval of the JPB at least thirty (30) days prior to the expiration of such security. Failure to post such alternate security or renew such security shall constitute a default and the JPB may place a moratorium on all construction or other work related to the Development, refuse the issuance of building permits, and declare the entire amount thereof due and payable to the JPB in cash. Such cash shall thereafter be held by the JPB as a security deposit in the same manner as the security theretofore held by the JPB.
- 9.3 Platting. Developer must include all of the Development Property in the final plat of the first phase of the development, with future phases of the development platted as Outlots. The final plat must be recorded prior to the Developer initiating the installation of public and private improvements on the Development Property.
- 9.4 Utility Location. Developer agrees that all utilities within the Development will be installed underground, including without limitations electrical, telephone, cable television and natural gas. Developer may receive an exemption from this requirement if Developer demonstrates to the designated Engineer that underground utilities would not be physically possible. Any exemption shall be limited to the minimal area necessary. The Joint Planning Board requires all utilities to be located in a joint trench and it shall be up to the Developer to assure compliance.
- 9.5 Plat Dedication. Upon approval and execution of this Agreement, the JPB shall approve the final plat provided it otherwise meets the requirements of the JPB. If the Plat contains the dedication of an easement, the use of property within the area of an easement is specifically restricted by prohibiting the construction of any structure or fence, planting trees or shrubs, or storing of personal property

within the area of the easement which could delay, restrict or impede access within the easement area by a person or vehicle.

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

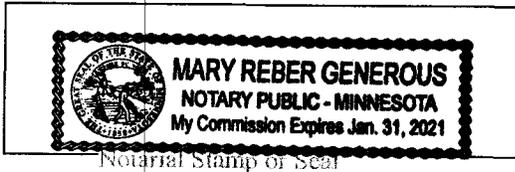
DEVELOPER:

CLC Partners, LLC.

*Cory Ehlert*  
By: Cory Ehlert  
Its: Managing Partner

State of Minnesota }  
County of Stearns } ss

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2018 by Cory Ehlert, the Managing Partner of CLC Partners, a Limited Liability Corporation.



*Mary Reber Generous*  
Signature of Notary

ST. JOSEPH JOINT PLANNING BOARD

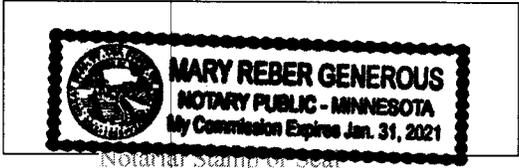
By *Rud Schultz*  
Chair  
St. Joseph Joint Planning Board

ATTEST:

By *Judy Weyrens*  
Judy Weyrens, Secretary  
St. Joseph Joint Planning Board

State of Minnesota }  
                                  } ss  
County of Stearns }

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2018 by Rick Schultz, Chair of the St. Joseph Joint Planning Board and Judy Weyrens, Secretary of the St. Joseph Joint Planning Board.



*Mary Reber Generous*  
\_\_\_\_\_  
Signature of Notary

This instrument was drafted by:  
City of St. Joseph  
PO Box 668  
St. Joseph MN 56374

EXHIBIT A

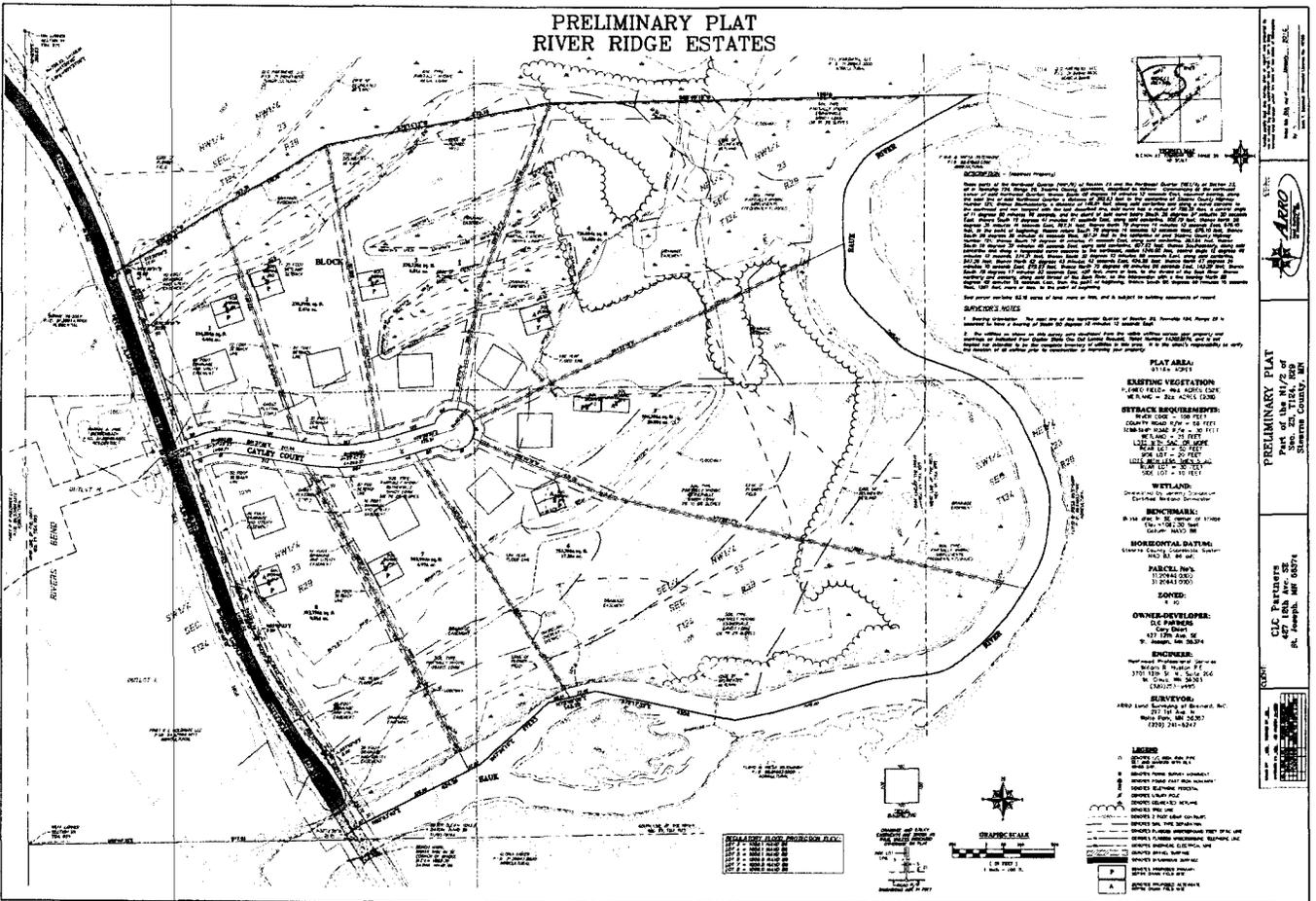
State of Minnesota

Stearns County

Those parts of the Northwest Quarter (NW1/4) of Section 23 and the Northeast Quarter (NE1/4) of Section 23, all in Township 124, Range 29, Stearns County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence South 00 degrees 18 minutes 12 seconds East, assumed bearing, along the west line of said Northwest Quarter a distance of 362.63 feet to the centerline of Stearns County Highway Number 121; thence Southeasterly, a distance of 148.91 feet, along said centerline and along a curve concave to the southwest and not tangent with the last described line, said curve has a radius of 720.32 feet, a central angle of 11 degrees 50 minutes 40 seconds, and the chord of said curve bears South 25 degrees 37 minutes 00 seconds East; thence South 19 degrees 41 minutes 41 seconds East, along said centerline, 506.79 feet; thence North 58 degrees 36 minutes 41 seconds East, 767.31 feet; thence North 79 degrees 14 minutes 12 seconds West 675.10 feet; thence South 58 degrees 36 minutes 41 seconds West, 767.31 feet to the centerline of said Stearns County Highway Number 121; thence South 19 degrees 41 minutes 41 seconds East, along said centerline, 363.64 feet; thence South 19 degrees 32 minutes 45 seconds East, along said centerline, 607.62 feet; thence Southeasterly, along said centerline and along a tangential curve concave to the northeast, radius 1240.00 feet, central angle 12 degrees 40 minutes 12 seconds, 274.21 feet; thence South 32 degrees 12 minutes 58 seconds East, along said centerline, 547.35 feet; thence North 62 degrees 43 minutes 42 seconds East, 424.26 feet; thence North 47 degrees 24 minutes 10 seconds East, 272.23 feet; thence North 75 degrees 49 minutes 06 seconds East, 143.29 feet; thence South 78 degrees 17 minutes 32 seconds East, 420 feet, more or less, to the thread of the Sauk River; thence northerly and easterly, along said thread of the Sauk River, to the intersection with a line bearing North 88 degrees 49 minutes 16 seconds East, from the point of beginning; thence South 88 degrees 49 minutes 16 seconds West, 1261 feet, more or less, to the point of beginning.



# PRELIMINARY PLAT RIVER RIDGE ESTATES



**DISCLAIMER**  
 The Surveyor has not conducted a physical inspection of the land shown on this plat. The Surveyor has only reviewed the records and documents submitted to him. The Surveyor does not warrant the accuracy of the information shown on this plat. The Surveyor is not responsible for any errors or omissions on this plat. The Surveyor is not responsible for any damages or losses resulting from the use of this plat. The Surveyor is not responsible for any claims or lawsuits filed against him or his firm. The Surveyor is not responsible for any claims or lawsuits filed against any other party involved in this project.

**SURVEYOR'S NOTES**  
 1. Existing easements, rights of way, and other interests are shown as they appear in the public records. The Surveyor is not responsible for any errors or omissions in the records. The Surveyor is not responsible for any claims or lawsuits filed against him or his firm. The Surveyor is not responsible for any claims or lawsuits filed against any other party involved in this project.

**PLAT AREA:**  
 41.14 ACRES

**EXISTING VEGETATION:**  
 1.5 ACRES (3.6% OF TOTAL)

**SETBACK REQUIREMENTS:**  
 FRONT: 100 FEET  
 REAR: 25 FEET  
 SIDE: 10 FEET

**BENCHMARK:**  
 1.5 ACRES (3.6% OF TOTAL)

**HORIZONTAL DATUM:**  
 NAD 83

**OWNER-DEVELOPER:**  
 C.L. PARKS  
 477 18th Ave SE  
 St. Joseph, MO 64504

**ENGINEER:**  
 Richard R. Parks, Inc.  
 3701 E. 12th St.  
 St. Joseph, MO 64504  
 (816) 231-1212

**SURVEYOR:**  
 ARD Land Surveying of Missouri, Inc.  
 201 W. 12th St.  
 St. Joseph, MO 64504  
 (816) 231-1212

**LEGEND**

- 1. EASEMENT
- 2. SETBACK
- 3. DRAINAGE
- 4. WATER
- 5. UTILITY
- 6. ROAD
- 7. FENCE
- 8. BOUNDARY
- 9. CORNER
- 10. ELEVATION

**ARD Land Surveying of Missouri, Inc.**  
 201 W. 12th St.  
 St. Joseph, MO 64504  
 (816) 231-1212

**PRELIMINARY PLAT**  
 17/2017  
 17/2017  
 St. Joseph, MO

**C.L. PARKS**  
 477 18th Ave SE  
 St. Joseph, MO 64504

# Construction Plans

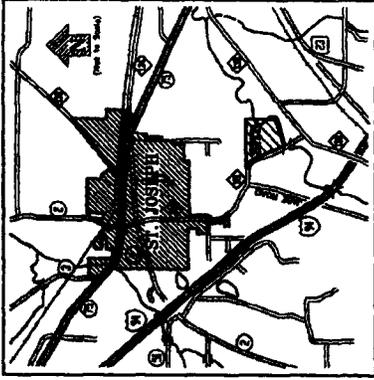
for  
**Grading, Storm Sewer  
 and Streets**

for  
**River Ridge Estates  
 St. Joseph Township, MN**

Prepared for:  
**CLC Partners**  
 St. Joseph, MN  
 Contact: Cory Ehlert

Prepared by:  
**Westwood**  
 Engineering Services, Inc.  
 Project number: 0007572.00  
 Contact: William R. Hudson

Vicinity Map



(Not to Scale)

Exhibit D

Sheet List Table

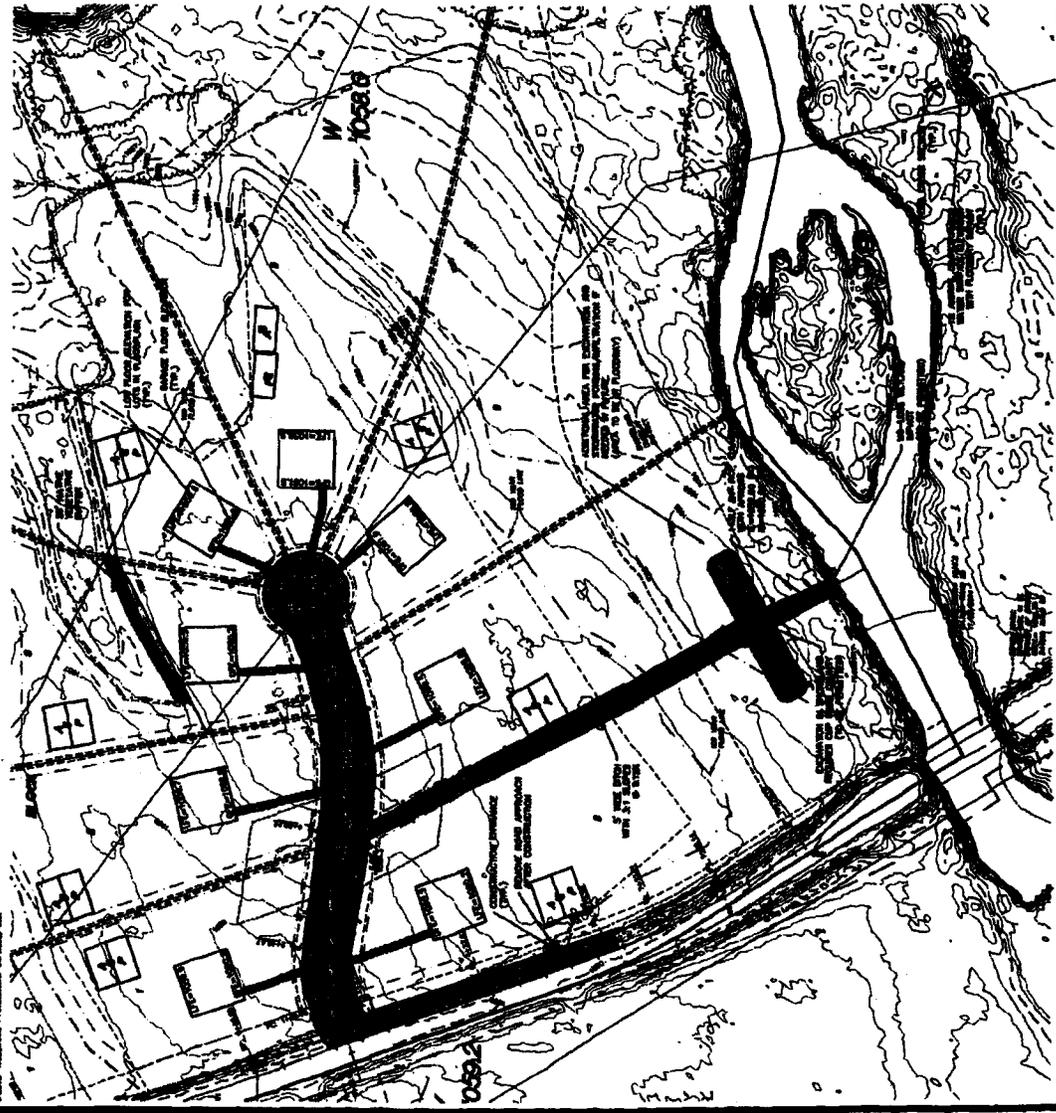
Sheet Number	Sheet Title
1	Cover Sheet
2	Grading & Erosion Control Plan - South
3	Cayley Court STA 0+00 - 9+63.09
4	CR 121 Turn Lane
5	SWPPP Narrative
6	SWPPP Notes
7	Details

NO.	DATE	REVISION	BY
1	12/14/18	REVISED PER CITY COMMENTS	AL
2	01/09/19	REVISED PER CITY COMMENTS	AL

**Construction Plans**  
 for  
 Bayberry Street, White Lake, Storm Sewer  
 and Streets  
 for  
 River Ridge Estates  
 in St. Joseph, MN  
 Date: 09/20/18 Sheet: 1 of 7

**General Erosion Control Notes**

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
2. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
3. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
4. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
6. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
8. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
9. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
11. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
12. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
13. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.
14. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER, COLORADO, AND THE STATE OF COLORADO.



**Legend**

[Symbol]	EXISTING CONSTRUCTION
[Symbol]	PROPOSED CONSTRUCTION
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING DRIVEWAY
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	EXISTING DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING UTILITY
[Symbol]	PROPOSED UTILITY
[Symbol]	EXISTING FENCE
[Symbol]	PROPOSED FENCE
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING GROUND
[Symbol]	PROPOSED GROUND
[Symbol]	EXISTING VEGETATION
[Symbol]	PROPOSED VEGETATION
[Symbol]	EXISTING WATER
[Symbol]	PROPOSED WATER
[Symbol]	EXISTING EROSION CONTROL
[Symbol]	PROPOSED EROSION CONTROL

FOR CITY APPROVAL

DATE: 12/15/2018  
 SHEET: 3 OF 7

**River Ridge Estates**  
 Erosion Control Plan - Sheet 3

**CLC Partners**  
 12/15/2018

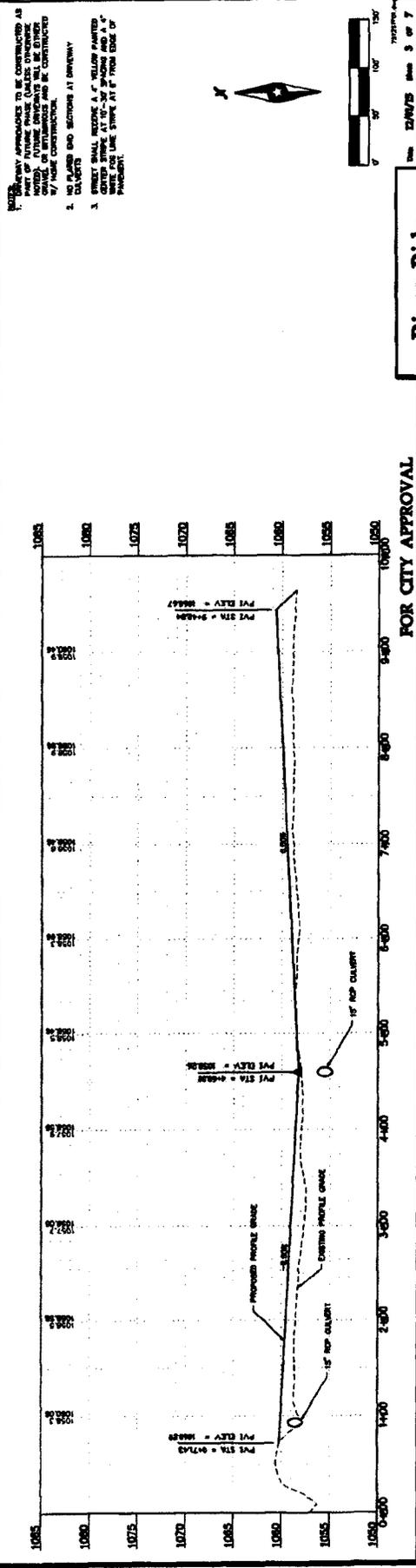
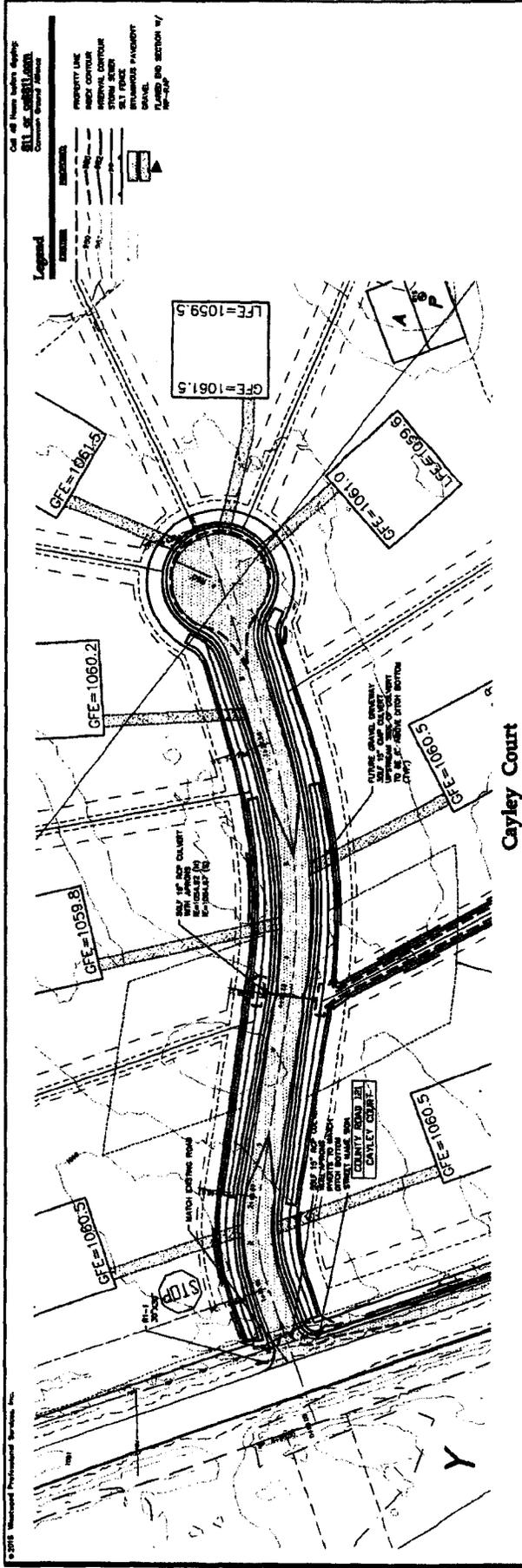
Project No. \_\_\_\_\_

DATE	12/15/2018
BY	CLC
CHECKED BY	CLC
DATE	12/15/2018

DATE	12/15/2018
BY	CLC
CHECKED BY	CLC
DATE	12/15/2018

DATE	12/15/2018
BY	CLC
CHECKED BY	CLC
DATE	12/15/2018

**Westwood**  
 12/15/2018



**Westwood**  
 Licensed Professional Engineer  
 Civil/Structural

Prepared by  
**CLC Partners**  
 c/o Joseph, Trumbull, Inc.

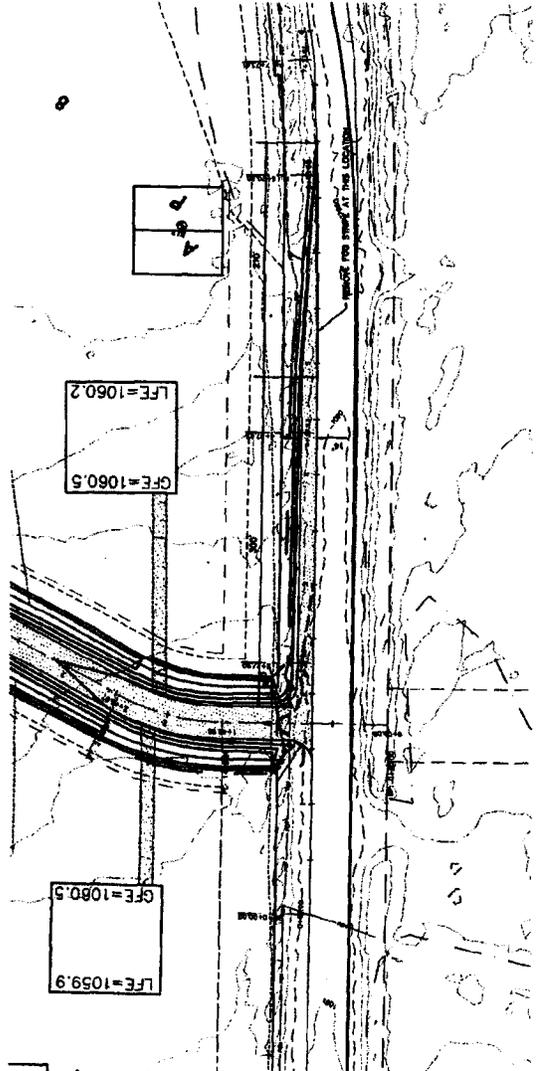
**River Ridge Estates**  
 Cayley Court  
 STA 0+00 -  
 9+63.07

DATE: 12/17/15 SHEET 3 OF 7

Call 48 hours before staking.  
 811 or 811.com  
 Connect. Check. Address.

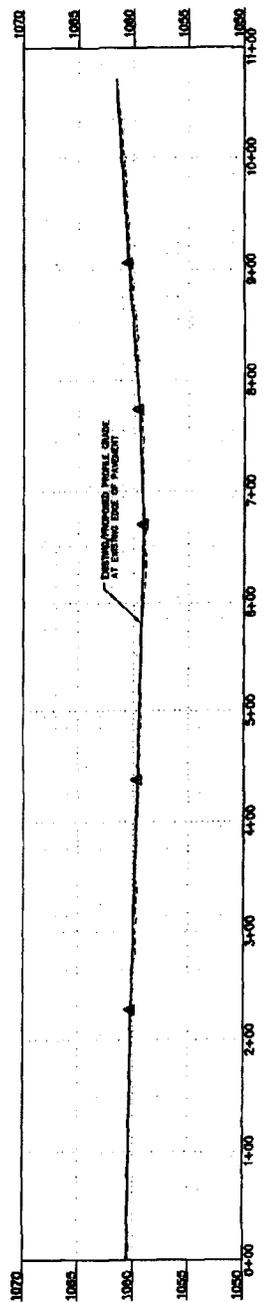
**Legend**

- PROPERTY LINE
- FACE CURTAIN
- INTERIOR CURTAIN
- STONE CURTAIN
- W/1 FENCE
- GRANITE PAVEMENT
- GRAVEL
- ASPHALT
- CONCRETE
- EXISTING
- NEW
- PROPOSED



**CR 121 Turn Lane**

- NOTES**
1. ALL NEW APPROACHES TO BE CONSTRUCTED AS SHOWN. ALL EXISTING APPROACHES TO BE MAINTAINED. ALL NEW APPROACHES SHALL BE OTHER THAN CONCRETE AND TO BE CONSTRUCTED WITH A 4% GRADE.
  2. NO CLASSED SOILS BETWEEN AT DRIVEWAY CURBLINE.
  3. TURN LANE SHALL BECOME A 4" WHITE PDD LINE STRIKE AT 4' FROM EDGE OF PAVEMENT.
  4. CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN FOR CONSTRUCTION.



FOR CITY APPROVAL

**CLC Partners**  
 a Joseph P. ...

**River Ridge Estates**  
 a Joseph P. ...

Prepared by: \_\_\_\_\_

Drawn by:	_____
Checked by:	_____
Reviewed by:	_____
Approved by:	_____

**Westwood**  
 Professional Services, Inc.  
 1000 ...  
 ...





<p><b>STANDARD DETAIL</b> RAILING WITH WOOD BATTERY</p> <p>1. RAILING AND BATTERY SHALL BE INSTALLED TO MEET THE REQUIREMENTS OF THE CITY OF ST. JOSEPH, MISSOURI, AND THE MISSOURI STATE FIRE MARSHAL'S OFFICE. THE RAILING SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE BATTERY SHALL BE MADE OF 2x4 LUMBER, AND THE RAILING SHALL BE MADE OF 2x4 LUMBER.</p> <p>3. THE RAILING SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE BATTERY SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>CONSTRUCTION ENTRANCE</b></p> <p>1. THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>AIR INTAKE (TYP.)</b></p> <p>1. THE AIR INTAKE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE AIR INTAKE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE AIR INTAKE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE AIR INTAKE SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>PLANNED AIR SECTIONS</b></p> <p>1. THE PLANNED AIR SECTIONS SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE PLANNED AIR SECTIONS SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE PLANNED AIR SECTIONS SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE PLANNED AIR SECTIONS SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>GENERAL ROOF PROTECTION</b></p> <p>1. THE GENERAL ROOF PROTECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE GENERAL ROOF PROTECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE GENERAL ROOF PROTECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE GENERAL ROOF PROTECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>ROOF EAVE DETAIL</b></p> <p>1. THE ROOF EAVE DETAIL SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE ROOF EAVE DETAIL SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE ROOF EAVE DETAIL SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE ROOF EAVE DETAIL SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TEMPORARY SECURITY BARRIER</b></p> <p>1. THE TEMPORARY SECURITY BARRIER SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TEMPORARY SECURITY BARRIER SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TEMPORARY SECURITY BARRIER SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TEMPORARY SECURITY BARRIER SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>	<p><b>TYPICAL STREET SECTION</b></p> <p>1. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>2. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>3. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p> <p>4. THE TYPICAL STREET SECTION SHALL BE INSTALLED TO THE OUTSIDE OF THE BATTERY.</p>
--	---	---	--	---	--	--	--	--	--	--	--	--	--	--

Date: 12/18/19 Sheet: 7 of 7

**River Ridge Estates**  
 CLC Partners  
 6. Joseph, Joseph & Co.

**FOR CITY APPROVAL**

Details

Project No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

Scale: \_\_\_\_\_

City of ST. JOSEPH, MISSOURI

STREET NAME: \_\_\_\_\_

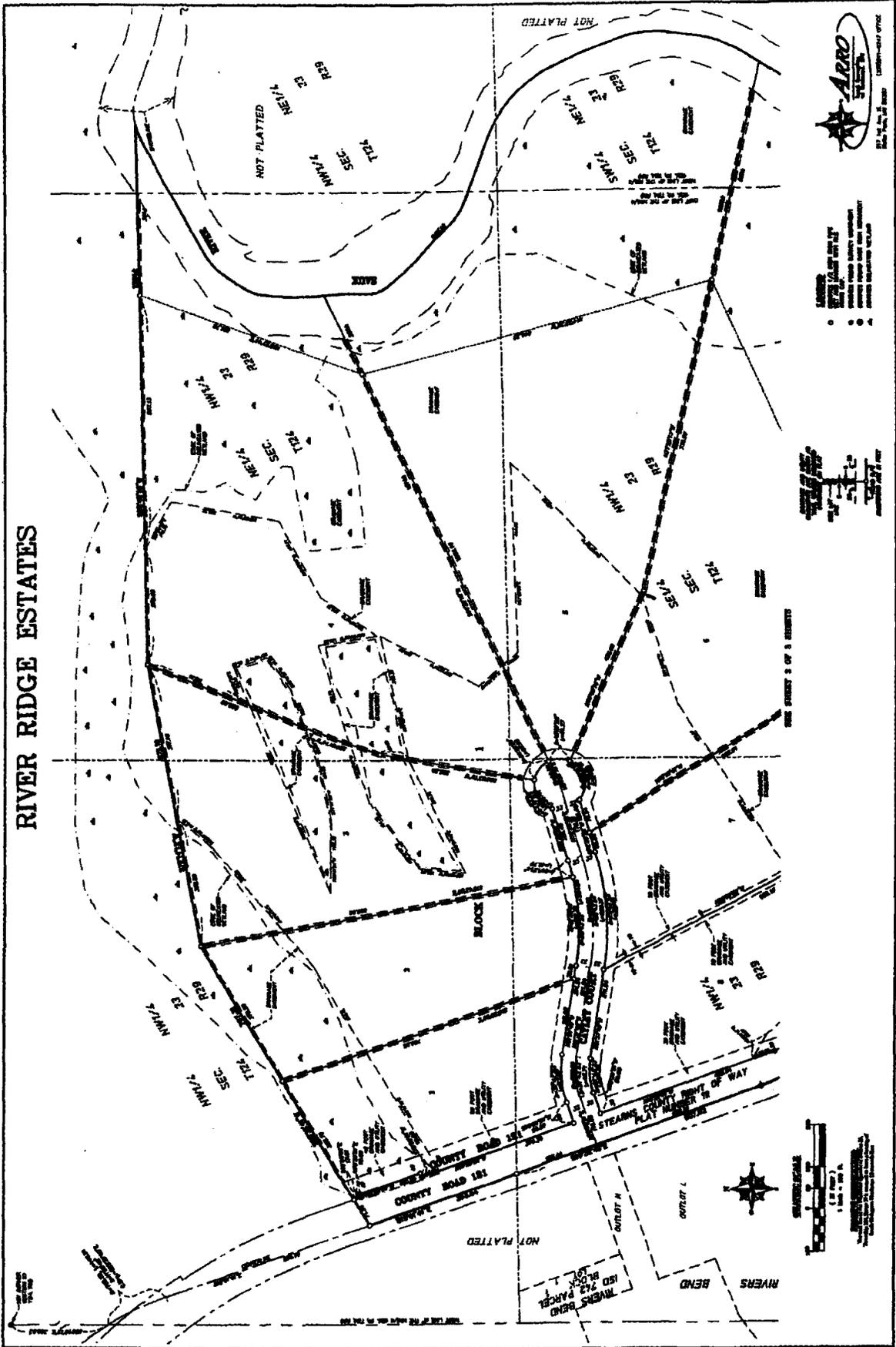
Westwood

1234 Main Street, St. Joseph, MO 64501

Phone: (816) 234-5678

Website: www.westwood.com





- UNPLATTED LOT
- UNPLATTED LOT
- UNPLATTED LOT
- UNPLATTED LOT



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100



EXHIBIT E

STORMWATER MANAGEMENT/BMP FACILITIES  
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of April, 2016, by and between CLC Partners a Minnesota Limited Liability Company, hereinafter referred to as the “Developer”, the City of St. Joseph, Minnesota, a municipal corporation, hereinafter called the “City”, and the Board of Supervisors of St. Joseph Township, hereinafter called the “Township”.

WITNESSETH, that

WHEREAS, the Developer is the owner of certain real property described as the property legally described in Exhibit A recorded by deed in the land records of Stearns County, hereinafter called the “Property”.

WHEREAS, the Developer is proceeding to build on or develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as River Ridge Estates, hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the St. Joseph Joint Planning Board (City and Township of St. Joseph), provides for detention of stormwater within the confines of the property; and

WHEREAS, the Township and the Developer, its successors and assigns, including any future landowners or homeowners association, agree that the health, safety, and welfare of the residents of Stearns County, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. Upon acceptance of said improvements, the Township shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structure, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.
3. The Township, its successors and assigns, may inspect the stormwater management/BMP facility annually in order to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure(s), pond area(s), access road(s), etc. Deficiencies shall be noted and the Developer, its successors and assigns, including any future landowners or homeowners association, informed in writing of such deficiencies. Any maintenance work needed will be completed and assessed to the benefiting landowners.
4. The Developer, its successors and assigns, hereby grant permission to the Township, its successors and assigns, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the township, its successors and assigns, deems necessary. The purpose of inspection is to document and report deficiencies and/or to respond to citizen complaints.
5. In the event the Developer, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the Township prior to Plan acceptance by the Township, the Township may enter upon the Property and take whatever steps necessary to correct deficiencies identified during the inspection and to charge the costs of such repairs to the benefiting landowners, its successors and assigns, and may assess said benefiting landowners, their successors and assigns. This provision shall not be construed to allow the Township to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities.
6. In the event the Township, its successors and assigns, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer, its successors and assigns, including any future land owners or homeowners association, shall reimburse the Township, its successors and assigns, upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Township hereunder.

7. In the event the Township does correct any such identified deficiencies, the Township may charge the costs of such repairs to the benefiting landowners, their successors and assigns, and may assess said benefiting landowners for the same.
8. In the event the City annexes the Property with said Plan, the Township agrees to correct any subsequently identified deficiencies in the stormwater management/BMP facilities and to bring the storm water management/BMP facilities into conformance with the plans and specifications identified in the Plan, unless otherwise mutually agreed by both parties.
9. This agreement imposes no liability of any kind whatsoever on the Township and the City, and the Developer agrees to hold the Township and City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
10. This agreement shall be recorded among the land records of Stearns County, Minnesota, and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs, and any other successors in interests, including any future land owners or homeowners association.

WITNESS the following signatures and seals:

DEVELOPER

Cory Ehlert

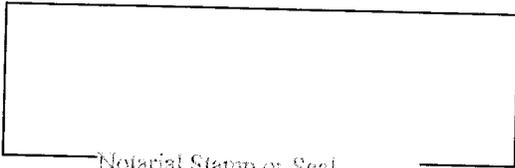
\_\_\_\_\_  
Signature

State of Minnesota

} ss

County of Stearns

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2016 by



\_\_\_\_\_  
Signature of Notary

ST. JOSEPH TOWNSHIP, STEARNS COUNTY MN

Jerome Salzer

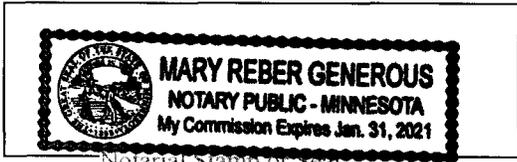
Ann Reischl

Jerome Sager  
Chair Signature

Ann Reischel  
Clerk Signature

State of Minnesota }  
County of Stearns } ss

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2016 by Jerome Sager + Ann Reischel.



Mary Reber Generous  
Signature of Notary