

OFF-SITE TRANSPORTATION CHARGE AGREEMENT

This Agreement is made this _____ day of _____, 20__ by and between the City of Dayton (“City”), and _____ (“Developer”).

WHEREAS, the City has adopted a process for determining a proposed development project’s traffic impacts on off-site portions of the City’s transportation system; and

WHEREAS, the process involves a study undertaken by the City’s Engineer by which the Engineer determines, ultimately, a potential project-specific transportation charge equivalent to a percentage of estimated project costs for off-site road improvement needs to which Developer’s project contributes; and

WHEREAS, the City has also established a general transportation fee charge which a Developer may voluntarily agree to pay in lieu of the undertaking of a project-specific analysis by the City; and

WHEREAS, the Developer voluntarily wishes to pay the general transportation charge in lieu of a project-specific analysis for the _____ development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Developer, within 10 days of the date of Council approval of the final plat of _____, which is expected to occur on _____, shall pay to the City \$_____ (as established in the Fee Schedule as adopted by the City Council) as an off-site transportation charge to fund off-site transportation improvements in the City’s transportation network.
2. Developer acknowledges it has elected to pay the charge in lieu of a project-specific transportation feasibility study that would determine the impacts Developer’s project would have on off-site transportation systems.
3. All parties, other than the Developer, having an interest in the Property, shall consent in writing to the terms of this Agreement, which consent shall be delivered to the City within 10 days of the date of this Agreement.
4. Developer shall defend, indemnify and hold the City, its officers, employees, and agents harmless from any claim by any party having an interest in the subject property that challenges the validity or enforceability of this Agreement, or the rights of the City to be paid under this Agreement.
5. The Developer waives any and all claims or objections to the validity or enforceability of this Agreement, and hereby acknowledges the validity of this Agreement under Minnesota law.

6. This Agreement shall run with the property and bind the devisees and successors in interests of the parties. To this end, a copy of this Agreement shall be filed of record with the Hennepin County Recorder.
7. This Agreement may not be amended except by a writing signed by all parties.
8. This agreement may be executed in counterparts.
9. This Agreement constitutes the complete Agreement between the parties.

By: _____
Its: _____

City of Dayton
By: _____
Its: Mayor

By: _____
Its: City Administrator