

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 wishes to have the City undertake the project-specific study to determine the impact of the proposed development on off-site portions of the City’s transportation system.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Developer agrees to deposit in escrow the estimated cost of the project-specific study. The City Engineer shall undertake the study as described herein.
2. Developer acknowledges it has elected to have the study done and agrees to pay the charges that the project-specific transportation feasibility study determines constitute the impacts Developer’s project would have on off-site transportation systems, and the proposed development’s fair share of the impacts.
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