

ITEM: Savona 4th Addition Residential Subdivision – Final Plat

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Joan Ziertman, Planning Assistant
Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider a Final Plat request from US Home Corporation, DBA Lennar Corporation, for the fourth and final phase of the planned 310 unit residential development to be located on 112.6 acres west of Keats Avenue and within Stage 1 of the City's I-94 Corridor Planning Area. The Savona 4th Addition plat will include 78 single-family lots and 5 outlots over 36.14 acres of land, all of which will be accessed via an extension of the 5th Street Parkway off of Keats Avenue and previous Savona phases. Staff is recommending the Planning Commission recommend approval of the request subject to conditions as listed in this report.

GENERAL INFORMATION

Applicant: U.S. Home Corporation, D/B/A Lennar, 16305 36th Avenue North, Suite 600, Plymouth, MN

Property Owners: U.S. Home Corporation, D/B/A Lennar, 16305 36th Avenue North, Suite 600, Plymouth, MN

Location: Part of Section 34 in Lake Elmo, north of I-94, west of Keats Avenue, west of Savona 3rd Addition and south of Goose Lake. PID Numbers 34.029.21.31.0004, 34.029.21.31.0008, 34.029.21.42.0071, and 34.029.21.42.0077

Request: Application for final plat approval of a 78 unit residential subdivision to be named Savona 4th Addition.

Existing Land Use and Zoning: Agricultural land, land that has been mass graded for residential development. Current Zoning: LDR

Surrounding Land Use and Zoning: North – RE – Residential Estates zoning; west, Boulder Ponds subdivision and PUD - LDR zoning; south, agricultural land and RT – Rural Development Transitional zoning; and east, Savona 3rd Addition and LDR zoning.

Comprehensive Plan: Urban Low Density Residential (2.5 – 3.99 units per acre)

History: Sketch Plan review by Planning Commission on 12/10/12. EAW approved by the City Council on 7/2/13. The Preliminary Plat was approved on 8/6/13. The Final

Plats for first through third additions were approved on the following dates, respectively: 2/18/14, 9/16/2014, and 9/15/15.

Deadline for Action: Application Complete – 2/1/16
 60 Day Deadline – 4/1/16
 Extension Letter Mailed – No
 120 Day Deadline – N/A

Applicable Regulations: Chapter 153 – Subdivision Regulations
 Article 10 – Urban Residential Districts (LDR)
 §150.270 Storm Water, Erosion, and Sediment Control

REQUEST DETAILS:

US Homes Corporation, DBA, Lennar Corporation is requesting final plat approval of the 4th and final phase of the Savona residential development (Savona 4th Addition). The proposed final plat is a 78 single family residential subdivision over 36.14 gross acres. The City Council approved the Savona Preliminary Plat on August 6, 2013, which included 310 single family and multi-family residential lots over 113 acres of land within the I-94 Corridor planning area.

The Savona 4th final plat area is the final phase of the Savona development which is located to the west of the previous phases. The proposed 4th Addition will consist of 78 single family residential over 20.4 acres, 5 outlots over 10.17 acres, and road right-of-way over 5.58 acres. Outlots A, D and a portion of Outlot C with the trail running through it will be dedicated for parkland, consisting of 8.89 acres. Within Savona 4th there are 280 lineal feet of public trail, excluding the trail in the 5th Street right-of-way. Outlot B and C, less that part of C dedicated for park trail, are 4.26 acres in size and contain storm ponds. Outlot E is .02 acres in size and contains wetland buffer area for a wetland in the Boulder Ponds development. City Code does not allow this area to be within residential lots, therefore the developer has created a separate outlot to contain the buffer area. The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, erosion control, landscaping, and other details that have been reviewed by the City Engineer.

With the 4th Addition, the applicant will be constructing a new segment of the proposed 5th Street. The new segment will be constructed over a permanent public street easement as per the Permanent Public Street Easement Agreement attached to this report. This agreement provides the City the legal access to the entire 5th Street segment through Savona to the Boulder Ponds development.

A public hearing is not required for a final plat. The City's approval of a final plat is contingent on the plat's consistency with the preliminary approval. The approval of the preliminary plat had conditions of approval. In order to proceed, the conditions of approval must be met by the applicant. The applicant has complied with the conditions which are addressed in the "Review and Analysis" section below. Staff has reviewed the final plat and has found that it is consistent with the approved preliminary plat.

REVIEW AND ANALYSIS:

The preliminary plat for Savona was approved with several conditions. Staff has provided a response to each condition of preliminary plat approval. Please also note that the applicant provided a

response to the preliminary plat conditions which has been included in the application materials attached to this report. The applicant's response has not been duplicated for this report. Staff's comments related to each condition are indicated in ***bold italics***. In some instances, staff's comments are different than the developers.

Preliminary Plat Conditions:

1. Within six months of preliminary plat approval, the applicant shall complete the following: a) the applicant shall provide adequate title evidence satisfactory to the City Attorney; b) the applicant shall pay all fees associated with the preliminary plat; c) the applicant shall submit a revised preliminary plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for final plat and prior to the commencement of any grading activity on the site. ***Comments: a) Lennar owns the property and title work has previously been reviewed by the City Attorney b) Lennar has submitted an application escrow fee related to the preliminary plat and final plat applications that are being used to cover staff and consultant expenses related to the City's review; c) a revised preliminary plat and plans were approved by the City and applicant has commenced mass grading of the site and updated the grading plans in accordance with changes required by the two watershed districts and City Engineer. Additional agreements are needed for offsite grading, (see City Engineer's memo dated February 15, 2016).***
2. The applicant shall dedicate a minimum of 30 feet of land around the "Exception" parcel in the northwest portion of the Savona subdivision to allow for the construction of an eight-foot bituminous trail to the western edge of the subdivision and to allow for sufficient room for drainage and utilities adjacent to "Street A". ***Comments: The preliminary plat and plans were revised to address this condition. There is a 30-foot area around all portions of the exception parcel for the trail. This proposed configuration is a reasonable compromise to still provide access to the exception parcel. All trails are proposed to be constructed with the 4th addition and are shown on the 4th addition plans, conforming to the preliminary plat.***
3. The applicant shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision, and must revise the preliminary plat in the vicinity of Lots 1 and 2 of Block 10 to properly account for this buffer. ***Comments: The second addition plat was updated to depict Outlot Q in the place of two buildable parcels in this area. This area has been re-worked and is being shown as 1 lot in this area to meet the buffer requirement. All other lots along the north side of the 4th addition are within 100' of the Stonegate subdivision.***
4. The eight-foot bituminous trail located within Outlot A shall be moved off of the property line of the adjacent Stonegate subdivision and shall be designed to continue into the property to the north and to provide a connection to "Street A". ***Comments: Plans have been updated to address this requirement and***

construction of the trail is shown in the 4th addition. Street "A" is now called 5th Street North and the trail connects to it.

5. The trail within the green belt/buffer area is encouraged to be located within the southern one- third or eastern one-third of the buffer and as close as possible to the lots within the Savona subdivision. *Comments: The plans have been updated to address this requirement. The trail meanders to provide for a pleasant user experience, avoids the existing wetland, and minimizes impacts on property owners on either side. The trail is shown on 4th addition construction drawings.*
6. The sidewalk along "Street A" must continue along this street until its termination point at the northern boundary of the subdivision. *Comments: The plans have been updated accordingly, and this condition was addressed as part of the second addition review. It does not pertain to the 4th addition.*
7. The applicant shall work with the City and Washington County to identify and reserve sufficient space for a future trail corridor along the western right-of-way line of Keats Avenue. *Comments: An 8-foot trail was constructed along Keats with the 1st addition. No trail is planned south of 5th Street. This condition does not pertain to the 4th addition.*
8. The landscape plan shall be updated to include tree protection fencing in all areas where grading will be near trees intended for preservation. *Comments: Tree preservation fencing is depicted on the landscape plans for the trees where needed on-site.*
9. The landscape plan shall be reviewed and approved by an independent forester or landscape architect in advance of the approval of a final plat and final construction plans. *Comments: The City's Landscape Architect has previously reviewed the tree preservation and protection plan and found the plan to be in compliance with the City Code. The landscape shown for the 4th addition is in conformance with the City's landscape standards except for the irrigation plans, a 3 year maintenance plan commonly held HOA and City outlots and rights-of-ways, and pending approval by the Engineering and Public Works of the Dry Creek Bed Swale Erosion Protection and Boulder Outcroppings Plan. The 5th Street Landscape and Irrigation Plans are not approved, although staff is making progress working with the developer.*
10. Sidewalks shall be required on both sides of the public street providing access to the multi-family housing portion of the subdivision. *Comments: This condition does not pertain to the 4th addition. The remainder of the townhome lots were platted and developed with the 3rd addition.*
11. The applicant shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated July 3, 2013. The required improvements shall include, but not be limited to:

construction of a new median crossing, closure and restoration of the existing median crossing in this area, continuation of the planned ten-foot bituminous trail through the median, turn lanes, and other improvements as required by the County.

Comments: This requirement was addressed with the first addition and does not pertain to the 4th addition.

12. The applicant shall observe all other County requirements as specified in the Washington County review letter dated July 3, 2013. *Comments: Final construction plans have been revised in response to these comments.*
13. The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from the appropriate watershed districts prior to the commencement of any grading or development activity on the site. *Comments: All applicable permits have been received and the remainder of the site has been graded in accordance with the grading plans approved by the City with the 3rd addition. An easement agreement from the Ebertz is needed to allow grading on the Ebertz property so the retaining wall will not have to be constructed. Final Plat should be contingent on this agreement, or the revised plans with a wall should be reviewed by the Planning Commission and City Council.*
14. The applicant shall submit revised preliminary plans that incorporate the changes made to the western portion of the preliminary plat, and specifically, the rearrangement of lots around the "Exception" parcel. *Comments: The revised Lot configuration has been included in the updated plans.*
15. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat. *Comments: A homeowner's association has been created for this development; the declarations and HOA documents have been created and recorded with the first, second, and third addition plats. The fourth addition plat will be annexed into the HOA after the final plat has been approved. Staff and the developer are working to finalize the landscape maintenance agreements and landscape and irrigation license agreements in order to be reviewed with the final plat. Final plat approval should be contingent on Staff approval of both agreements.*
16. The developer shall be required to pay a fee in lieu of park land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash payment in lieu of land dedication shall be paid by the applicant prior to the release of the final plat for recording. *Comments: The developer paid a cash payment in lieu of land dedication in the amount of \$209,429 as part of the developer's agreement for the first addition. This amount covers all of the area included in the preliminary plat. No further park fees are due.*

17. Any land under which public trails are located will be accepted as park land provided the developer constructs said trails as part of the public improvements for the subdivision. *Comments: The dedication of land associated with parks was reviewed in accordance with the preceding condition. All trails will be constructed and finalized with the 4th addition, as shown on the plans. Outlot D with a trail is being dedicated to the City with the 4th Addition.*
18. The applicant shall provide for an active recreation area (either public or private) within the multi-family portion of the subdivision. This area shall be sufficient for a small play structure or other similar improvement subject to review and approval by the Planning Director. *Comments: The revised preliminary plans include a small play area within the multi-family area. The play area is included as part of the third addition plans. The City recommended that these improvements be installed at the time the townhouses on Blocks 11 and 12 are constructed.*
19. No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property to the north of Savona. *Comments: This condition was amended and Lennar can obtain up to 155 building permits for the entire subdivision until a secondary access out of the development is provided.*
20. A future realignment of 5th Street along the western border of the plat may be considered by the City Council as part of the final plat submission for this area provided the realignment does not result in any significant modifications to the preliminary plat. *Comments: the City has approved a lot line adjustment that will allow for this realignment. The road right-of-way for 5th Street within Savona now aligns with the right-of-way within the adjacent Boulder Ponds development and will be constructed as shown on the plans.*
21. The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. *Comments: The applicant did enter into this agreement and has been grading the site in accordance with the approved plans. The grading work for first and second addition has been completed and homes are under construction in each of the earlier additions. The grading work for third and fourth additions has commenced in accordance with approved grading plans.*
22. The preliminary grading, drainage and erosion control plan must be revised to address the comments from the City Engineer in his review letter dated July 9, 2013 regarding the size of specific ponds in relation to the drainage areas that are served by these ponds. *Comments: The revised grading, erosion control, and storm water management plans address these comments and the grading for the third and fourth additions has already commenced.*

23. The preliminary plans must be revised to incorporate all proposed improvements within the 5th Street right-of-way. All improvements as requested by the City shall be included in these plans and the design shall be consistent with City specifications and with the concept plan prepared for the City by Damon Farber and Associates. ***Comments: The City Council approved a final set of landscape design standards for 5th Street in August 2015. The 5th Street landscape plans submitted have not complied with the design standards and have not been approved by the City Landscape Architect. Staff and the Developer are working together to get an approved set of plans prior to Final Plat approval. Approval of the Savona 4th Final Plat should be contingent on approval of the Final 5th Street Landscape and Irrigation Plans by the City's Landscape Architect.***
24. All required modifications to the plans as requested by the City Engineer in a review letter dated July 9, 2013 shall be incorporated into the plans prior to consideration of a final plat. Specific requirements include, but are not limited to, the following:
- a. The applicant must provide the city a letter of approval to perform the proposed work in the BP Pipeline easement. Work includes installation of storm sewer pipe, grading activities, and relocation of the High Pressure Gas line, if necessary.
 - b. The applicant must provide the city a letter of approval to perform the proposed work in the Electrical Transmission easement areas. Work includes installation of storm sewer pipe, grading activities, and storm water ponding. ***Comments: An encroachment agreement has been obtained from BP and is being submitted with the Final Plat application, however, the agreement should be revised as per the City Engineer's review letter dated February 15, 2016. The Xcel encroachment letter dated February 1, 2016 must be revised as per the City Engineer's review letter dated February 15, 2016. Final Plat should be conditioned on these agreements being fully executed and provided to the city as per the City Engineer's review letter dated February 15, 2016***
25. The City will not accept an application for final plat approval until the 429 public improvement project for Section 34 has been ordered by the City Council. If the City Council does not order this project, the applicant must revise the preliminary plans to provide adequate utilities to serve the subdivision. Any such plan revisions will be subject to review and approval by the City Council. ***Comments: The Section 34 public improvement project has been ordered by the City and the project is complete.***
26. The applicant shall secure any necessary permits for the multi-family area, including but not limited to a conditional use permit to allow for single family detached residences that do not have frontage on a public street, at the time a final plat is submitted for this area. ***Comments: The City has previously approved a***

Conditional Use Permit for the townhouses and the remainder of the townhome lots were developed with the 3rd addition.

27. The applicant is encouraged to preserve or re-use as many trees as possible that are currently located on the former golf facility property and to incorporate these trees as part of the landscape plan for the Savona subdivision. *Comments: It is Lennar's intent to preserve these trees if possible, however, based on observed site conditions, it does not appear that many of these trees will be salvageable due to the sandy soil conditions. Lennar has substantially completed grading in accordance with the plans approved by the City in July 2015.*
28. The applicant shall work with the Planning Director to name all streets in the subdivision prior to submission of a final plat. *Comments: Lennar agreed to the street names as proposed by staff. The proposed names have been designed to comply with the County's uniform addressing system. This condition does not pertain to the 4th addition.*

The Savona 4th Addition final plat and plan submittal has been reviewed by City Staff and although the plans are generally in conformance with the preliminary plat approvals, there are a number of issues identified by City Staff that require the Planning Commission and City Council's attention.

Issues Summary:

- 1) **Minimum Sideyard Setbacks.** As the City considers Final Plat approval for Savona 4th Addition, the Lennar and Staff are requesting clarification of the required setbacks in the LDR District. Savona 4th is in the LDR – Urban Low Density Residential District. The interior side yard setbacks are:

Principal Building - 10 feet

Attached Garage or Accessory Structure - 5 feet

Strict enforcement of the code implies that the living space behind the garage is part of the principal building. As of November 2015, Staff began interpreting the code such that the living space behind the garage was principal building and required a ten foot setback (two 10 foot setbacks). The developer then complained stating that it was never the intent to interpret the code that way. At that point, Planning staff reached out to previous staff members, Kyle Klatt and Nick Johnson, and both stated that the strict interpretation was correct, however, it was discovered that Staff had signed off on some building permits with the living space at the 5 foot setback. The developer also pointed out that their most popular models, the Auburn, Monticello and Westin in the 6000 series and the Lindbergh, Snelling, Summit and Taylor in the 4000 series include living space behind the garages. At that point, Planning Staff with the support of Administration compromised after it became clear that the affected models were anticipated with the approval of the plat and had been marketed to residents. Staff began to allow homes to be constructed with an average minimum setback of 7.5 feet if the strict interpretation cannot be met, similar to what has been approved in recent PUD subdivision developments. At that time, Staff stated that for the 4th Addition, it would apply the more

strict interpretation. The developer is requesting to continue the 7.5 averaging setback or allow the principle building behind a garage to be at the 5' setback. Staff is seeking clarification from the Planning Commission of the setback provisions in the code as it pertains to living areas behind an attached garage.

There are several issues with the 5 foot setback. Since the City's approval LDR District regulations, MN State Building Code has changed. In spring 2015, the Building Code began requiring "fire rated assembly" within 5 feet of a property line. This code change affects all structures built to the 5 ft. setback line with eaves or other appurtenances extending into the setback area. Homes constructed to the 5 foot setback typically have 1-2 foot eaves that penetrate the setback area. With the new code soffit venting is restricted. Although there have been some innovations to address this issue (venting on the roof at the setback line), the Building Official has been concerned that in the long term, the innovations may prove less effective than traditional venting. Other concerns with the 5 foot setback include fire prevention and providing adequate drainage between units.

- 2) **Lots.** The preliminary plat approved 311 units. As development occurred, engineering and watershed issues resulted in a loss of 1 townhouse unit to the larger pond in Outlot J in Savona 2nd Addition, and 1 single family lot with the platting of Outlot Q in Savona 2nd Addition. In the 4th Addition, the developer is proposing to add those two lost lots into Block 13, along 6th Street N. Staff feels this is a minor change in that the overall density of the development remains unchanged and the lots are in conformance with city requirements.
- 3) **Wetlands.** A small wetland to the west of Lots 1 and 2, Block 4 along Juniper Avenue within the Boulder Ponds development encroaches onto the Savona 4th Addition. City Code does not allow wetland buffers to be within residential lots. The developer has revised the 4th Addition plans removing the buffer area from the back yards of Lots 1 and 2 and has created a .02 acres Outlot E. This outlot will be contiguous with a City owned outlot in the Boulder Ponds development.
- 4) **Dry Creek Bed Swale Erosion Protection and Boulder Outcroppings Concept Plan.** Lennar has accumulated a large number of granite boulders in the previous phases and is requesting the use of them in the landscape as an accent throughout all phases. This is a deviation from the approved plans, but could be a nice amenity. The developer is requesting that the city grant approval of the use of the boulders throughout the development. The City Landscape Architect has approved the concept contingent on review by Public Works and the City Engineer
- 5) **Easements and Permissions.** There are a number of agreements needing to be finalized prior to final plat approval of the 4th Addition. The City Engineer's memo dated February 15, 2016 identifies the following outstanding agreements:
 - Temporary construction easement for the Rossow property.
 - Temporary construction easement from Boulder Ponds for the 5th Street Construction.
 - Temporary construction easement from Alan Dale.

- Revised BP agreement.
 - Revised Xcel Energy Transmission Encroachment Agreement.
 - Grading easement from the Ebertz
 - Easement for Lot 8, Block 4, to maintain 15 feet from SMH-351A.
 - 3 year maintenance plan for commonly held HOA and City outlots and rights-of-ways to be incorporated into the HOA covenants and Landscape and Irrigation License Agreement
 - Landscape and Irrigation License Agreement for the maintenance of commonly held HOA and City outlots and rights-of-ways.
- 6) **Proposed Southern Access Road.** The final plans show a curbs and turn lanes for a future road access to the south off of 5th Street to connect with Hudson Boulevard. The location of this street corresponds with the location of a water main. Staff believes this is the best location for the proposed street.
- 7) **Protection of Common Open Space.** To protect common open space from residential encroachment activities, staff is requesting that residential property lines adjacent to common open space have the property corners demarcated by the developer.

Staff is recommending that any outstanding conditions and issues noted above and the City Engineer's review memo, dated February 15, 2016 and Landscape Architect's review memo dated February 10, 2016 that pertain to the 4th Additional final plat be addressed prior to final plat approval.

CONDITIONS OF APPROVAL:

Based on the above Staff report and analysis, Staff has prepared conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to proceed with the recording of the final plat.

The recommended conditions are as follows:

- 1) That Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, street and utility construction plans and agreements shall be reviewed and approved by the City Engineer complying with the Engineer's memorandum dated February 15, 2016 prior to final plat approval by the City Council.
- 2) That the developer comply with the 3 items identified in the Landscape Architect's review memo dated February 10, 2016 prior to final plat approval by the City Council.
- 3) That the developer comply with the Fire Chief's review memo dated December 22, 2015
- 4) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council

that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.

- 5) A Common Interest Agreement concerning management of the common areas of Savona 4th Addition and establishing a homeowner's association shall be submitted in final form to the City prior to the issuance of any building permit within this subdivision.
- 6) That a 3-year maintenance plan for commonly held HOA and City outlots and rights-of-ways to be incorporated into the HOA covenants and Landscape and Irrigation License Agreement.
- 7) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held HOA and City outlots and rights-of-ways prior to final plat approval.
- 8) The applicant shall provide evidence that all conditions attached the Valley Branch Watershed District permit for the final plat and associated grading work have been met prior to the commencement of any grading activity.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Savona 4th Addition Final Plat:

- That the Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on August 8, 2013 and revised on November 25, 2013.
- That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the Final Plat complies with the City's Urban Low Density Residential zoning district.
- That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances with the plan revisions as requested by the City Landscape Architect.
- That the Final Plat complies with the City's subdivision ordinance.
- That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer.

RECOMENDATION:

Staff recommends that the Planning Commission recommend approval of the Final Plat for Savona 4nd Addition with the 8 conditions of approval as listed in the Staff report. Suggested motion:

“Move to recommend approval of the Savona 4th Addition Final Plat with the 8 conditions of approval”

ATTACHMENTS:

1. Project Description
2. City Engineer Review Letter 2/15/66
3. Savona 4th Addition Final Plat
4. Savona 4th Addition Landscape Plans
5. Potential swale

6. Proposed Permanent Public Street Easement Agreement

ORDER OF BUSINESS:

- Introduction Planning Staff
- Report by Staff Planning Staff
- Questions from the Commission Chair & Commission Members
- Open the Public Hearing Chair
- Close the Public Hearing Chair
- Discussion by the Commission Chair & Commission Members
- Action by the Commission Chair & Commission Members

LENNAR®

February 1, 2016

Stephen Wensman
City of Lake Elmo
3800 Laverne Avenue
Lake Elmo MN 55042

RE: Final Plat Request for Savona 4th Addition – Responses to Comments

Dear Mr. Wensman:

Lennar has prepared comments and updated information in response to your letter dated December 31st 2015 for Final Plat of Savona 4th Addition. Please find our responses below to the City comments provided in that letter. We anticipate that with submission of these items and information, our application will proceed in accordance with the review process outlined in the City Code.

1. The referenced "Temporary Grading Easement per a Vacate Land Purchase & Sale Agreement" for the Rossow property (northwest corner of the development) must be signed and reviewed by the City Attorney for compliance with Lennar's proposed grading outside the development.

Response: The recorded easement has been provided with signatures. Note the paragraph on the 2nd page that stipulates the grading rights include the seller as well as its successors and assigns. The seller at that time was Alan Dale and he sold the property to Lennar. Therefore, Lennar is covered under this agreement and this should be a non-issue as we move forward.

2. The Xcel Encroachment Agreement must be updated to reflect the update grading plan: "Savona 3rd Addition Updated for 4th Addition" dated 11.16.2015, and proposed landscape plan. Furthermore, the updated agreement must be a three party agreement to be signed by Xcel, Lennar, and the City of Lake Elmo.

Response: The agreement has been updated to incorporate the updated plans and is now a three-party agreement.

3. The BP Pipeline Agreement and Acknowledgment must be updated to include the Developer (Lennar) as a 3rd Party subject to the required conditions. Lennar will construct, own and maintain (for a period of time) 5th Street and therefore will be subject to the requirements of crossing the BP Pipeline.

Response: The BP pipeline Agreement and Acknowledgement has been updated to include Lennar.

4. The required wetland buffer at Lots 1 & 2, Block 4 must be contained within an Outlot deeded to the City. The final plat must be updated accordingly. The resulting lot size and configuration should be reviewed by the City Planner for conformance to City Ordinance and Preliminary Plat conditions.

Response: Plat has been updated to place the wetland buffer in an outlot.

5. The revised HWL of 1028.6 for Infiltration Basin 1 does NOT appear to be contained entirely in Outlot B. The proposed 1028 contour runs along the back lot line of Lot 11, Block 4, therefore the elevation of 1028.6 will encroach onto the private lot. Please review and revise accordingly.

Response: Plans have been revised; high water level has been lowered and grades have been adjusted.

6. An irrigation plan must be submitted with the Savona 4th Addition Landscape Plan.

Response: Irrigation plans for the 1st phase were submitted to the City for review and approval. As discussed with Stephen Wensman, the 1st addition plans do not match the specs generated by the City in October 2015 because irrigation was installed in the 1st addition prior to their creation. It is Lennar's intention to design plans for the 2nd, 3rd, and 4th addition that are consistent with the 1st addition irrigation system. We will continue to work with staff on these as we continue through the 4th addition final platting process, and as we get input from the City on what will be acceptable. This may require a meeting between Lennar's irrigation contractor and City Staff.

7. Specifications must be completed per the City Engineering Design Standards and submitted for Phase 4 Street and Utility Construction.

Response: Specifications have been completed and are being submitted to the City with this package.

8. Written acknowledgment of the update to the Storm Water Management Plan must be received from SWWD.

Response: A memo is included with this submittal from SWWD.

9. Revise the Sanitary Sewer, Water Main, Storm Sewer and Streets Construction Plans to address proper location of fire hydrants, per City Fire Chief's direction (Engineering has drawing with proper locations).

Response: Some of the requested hydrant locations conflict with infrastructure such as storm sewer, sidewalks, and some street lights. Westwood has been in discussion with the fire chief to confirm locations that will not interfere with these items and we will continue to address with staff. It has also been confirmed that this item will not hold up our application.

10. Submit PID numbers for the existing parcels to be developed into Savona 4th Addition.

Response: PID numbers for the parcels to be developed are 34.029.21.31.0004 and 34.029.21.31.0008. PID number 34.029.21.31.0003 is owned by Craig Rossow and is not to be developed.

11. Provide exact area calculations of parks, trails, dedicated open space and estimated values of dedicated land and improvements.

Response: See updated lot tabulation. Area calculations are provided. Estimated values are negligible because the land is unusable and the value of the trail and buffer improvements have been spread and realized throughout the entire community.

12. Provide area calculations for wetlands and wetland buffers, rights-of-ways, and outlots.

Response: Calculations are provided for all wetland features, rights-of-ways, and outlots.

13. Statement showing the final density of the project with the method of calculating said density (number of lots and total amount of land in 4th addition).

Response: See updated lot tabulation which gives gross and net density.

Additionally, we are re-submitting the potential swale and rock outcropping landscape opportunities for the City's consideration. This is purely optional and does not need to be constructed. However, we thought it would be an innovative way to re-use rocks that have been encountered on the property during grading and would further add an aesthetic natural quality within the community.

Per our meeting on January 7, it is our understanding that upon submission of these 13 items, Lennar will be able to move on to a Planning Commission hearing, and ultimately to the City Council for approval. At this time, we look forward to a February 22nd Planning Commission Date and final approvals at City Council on March 15th.

Please contact me with questions, and thank you for working with us through this process.

Regards,

A handwritten signature in black ink that reads "Paul Tabone". The signature is written in a cursive style with a long horizontal line extending to the right.

Paul Tabone
Land Entitlement Mgr
Lennar Minnesota

VACANT LAND PURCHASE AND SALE AGREEMENT

This Vacant Land Purchase and Sale Agreement ("Agreement") is made and entered into as the Effective Date (defined herein) by and between **DPS-LAKE ELMO, LLC**, a Minnesota limited liability company, ("Seller") and **CRAIG ROSSOW**, an individual ("Buyer"). The term "Effective Date" shall mean the last of the dates indicated adjacent to the signatures set forth on the signature page of this Agreement.

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **DESCRIPTION OF PROPERTY.** Subject to the terms, conditions, representations and warranties set forth herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property ("Property") located in Lake Elmo, Minnesota, Washington County, Minnesota consisting of approximately 2.15 acres as depicted on Exhibit A.

The exact legal description of the Property shall be determined by a boundary survey ("Survey") as required herein (Section 9) and shall be reasonably agreed upon by the Seller and Buyer in writing prior to submittal by Seller to the City and County for their approval and issuance of a tax parcel identification number.

2. **PURCHASE PRICE AND PAYMENT.** The purchase price for the Property is the sum of [REDACTED] ("Purchase Price").

Buyer agrees to pay the Purchase Price as follows:

A. The balance of [REDACTED] shall be paid (subject to prorations, reductions and credits as provided below) by wire transfer or cashier's check at the closing.

3. **TITLE AND SURVEY.** Within a reasonable amount of time after execution of this Agreement, Seller, at its expense, shall deliver a Survey to Buyer that is certified to Seller and Buyer.

Within 5 days after Buyer receives evidence of creation of a tax parcel for the Property (Section 9), Buyer, at its expense, may elect to purchase a title commitment ("Title Commitment") covering the Property issued by Title wherein Title agrees to issue to Buyer upon the recording of the Deed (defined herein) an Owner's Title Insurance Policy, accompanied by copies of all recorded documents affecting the Property. If Buyer so elects to purchase a title commitment, Buyer shall instruct Title to furnish a copy of the Title Commitment to Seller.

Buyer shall have until ten (10) days after receipt of the Survey and evidence of creation of a tax parcel (Section 9) (and Title Commitment (if Buyer elects to order a Title Commitment)) ("Objection Period") to make objections to matters disclosed in the Survey or Title Commitment (if ordered) in writing to Seller. Any exception disclosed in the Survey or Title Commitment (if Title Commitment is ordered) together with those exceptions to title set forth in **EXHIBIT B** attached hereto not timely objected to by Buyer within the Objection Period shall be deemed "Permitted Exceptions" hereunder. Seller shall have the right, but not the obligation, after it receives such objections to have the same removed or satisfied. If Seller elects to cure any objections, then Seller shall designate in writing to Buyer the amount of time Seller requires to make cure, not to exceed 120 days (the "Cure Period") and pending correction of title, the Closing shall be postponed during the Cure Period. If Buyer's objections are not removed or satisfied by Seller within the Cure Period, or if Seller notifies Buyer in writing that Seller does not intend to cure such objections, then, Buyer may, at its sole discretion and as its sole and exclusive remedy, either (a) terminate this Agreement by written notice to Seller and Buyer and Seller shall each be released from any further obligations and liability under this Agreement, except for Buyer's obligations under Section 7 of this Agreement, and upon request, Buyer shall execute and deliver to Seller a Cancellation Agreement or a Quit Claim Deed for the Property, releasing any interest Buyer may have in the Property or in this Purchase Agreement, or (b) waive such objections by written notice to Seller and proceed to closing with the understanding that such uncured objections shall be included as Permitted Exceptions on the Deed at closing; provided, however, that if Buyer has not notified Seller of its election to either waive such objections or terminate this Agreement within five (5) days after the earlier of (i) expiration of the Cure Period, or (ii) receipt of notice from Seller that Seller does not intend to cure Buyer's title objections, then Buyer shall be deemed to have elected to waive such objections pursuant to clause (b) above. Buyer agrees

that a title objection shall be deemed cured if Seller is able to cause Title to delete from the Title Commitment the title exception that is the subject matter of the objection, or otherwise cause Title to affirmatively insure over such objection by way of endorsement.

Buyer grants and conveys unto Seller, its successors and assigns, a non-exclusive temporary easement for grading purposes over, on, through, under and across the grading area. Such grading rights shall include the right of Seller, its successors and assigns, to clear, level and grade the Grading Area; perform transitional grading which may include balancing soils, provided, however (i) no stockpiling of soil; (ii) no fill shall be removed and no borrow pits shall be permitted; (iii) Seller, its successors and assigns work shall comply with the grading plans approved by the City and all applicable laws, codes, ordinances and regulations, including without limitation, erosion control measures (e.g. silt fence, sediment traps); (iv) upon completion of Seller, its successors and assigns grading work, Seller, its successors and assigns shall seed and/or mulch disturbed areas; (v) clearing and grubbing of trees may only be done with Buyer's prior written consent, not to be unreasonably withheld; (vi) Seller, its successors and assigns will permit no lien to attach to the property as a result of any activities of Seller, its successors and assigns. As used herein, the "Grading Area" means a portion of the Property to be identified following preliminary plat approvals needed for purposes of completing development infrastructure on the abutting Seller's property. If requested by Seller, its successors or assigns, Buyer shall execute and deliver to Seller, its successors or assigns a mutually agreeable easement agreement in recordable form evidencing the foregoing easement rights. Any restoration work will be completed by December 15, 2015.

The Grading Easement shall be a deemed "Permitted Exception".

4. **CLOSING.** The closing shall be held at the offices of Land Title, Inc. 2200 West County Road C, Suite 2205, Roseville, Minnesota, 55113 ("Title"), or at such other place as Seller and Buyer may mutually determine. The closing shall occur on or before the seventh (7th) day after Buyer's waiving of Title Objections. Possession of the Property, subject to the Lease Agreement, shall be delivered to Buyer on the date of Closing. At or prior to the Closing Date,

A. Seller shall:

1. Deliver to Buyer Seller's duly recordable Warranty Deed ("Deed") to the Property conveying to Buyer fee simple title to the Property and all easements and rights appurtenant thereto subject to the Permitted Exceptions and such other exceptions as may be approved in writing by Buyer. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein expressly stated to survive closing.
2. Deliver to Buyer an affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.
3. Deliver to Buyer an affidavit of Seller sufficient to delete the standard exceptions in Buyer's Owner's Title Policy pertaining to parties in possession, mechanic's liens and unrecorded agreements (except Lease Agreement) to the extent arising from Seller's affirmative acts.
4. Deliver to Buyer a closing statement prepared by Title and such other documents as may be reasonably necessary to fulfill the covenants and obligations of this Agreement to be performed by Seller, all in a form reasonably satisfactory to Buyer and Seller.

B. Buyer shall:

1. Deliver to Seller the Purchase Price, in accordance with Section 2.A. of this Agreement.
2. Deliver to Seller a closing statement prepared by Title and such other documents as may be reasonably necessary to fulfill the covenants and obligations of this Agreement to be performed by Buyer, all in a form reasonably satisfactory to Buyer and Seller.

5. **CLOSING COSTS: PRORATIONS.** The following costs and expenses shall be paid as follows in connection with the Closing(s):

A. Seller's Closing Costs. Seller shall pay:

1. One-half (1/2) of the closing fee charged by Title in connection with the Closing of this transaction.
2. Any state or county deed tax imposed on the conveyance.
3. The recording cost of any instrument or the fee for any endorsement required to cure or remove a title objection which Seller elects to cure or remove pursuant to Section 4 of this Agreement.
4. The balance of special assessments, if any, currently levied against the Property.
5. The deferred taxes and its pro-rata share of general real estate taxes pursuant to Section 6.C. herein.

B. Buyer's Closing Costs. Buyer shall pay the following costs in connection with the closing:

1. The documentary fee necessary to record the Deed with the County land title records.
2. The cost of any Owner's Title Insurance Policy obtained by Buyer, including the cost of any endorsements or extended coverage provisions.
3. The cost of mortgage registration tax for any financing obtained by Buyer in connection with the purchase of the property.
4. The cost of the Title Commitment, if Buyer so elects to have Title issue a Title Commitment.
5. One-half (1/2) of the closing fee charged by Title in connection with the closing of this transaction.
6. Its pro-rata share of general real estate taxes pursuant to Section 6.C. herein.

C. Prorations. Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer to the applicable Closing Date (i.e. such taxes shall accrue to Seller through the day prior to the Closing Date). Such proration shall be final. Seller shall pay all such real estate taxes due and payable in years prior to the year of Closing. Buyer shall assume responsibility for the payment of all such real estate taxes due and payable in years subsequent to the year of Closing and any special assessments that become pending or levied after the Effective Date. The obligations under this Section 6.C. shall survive Closing, and shall not merge by Seller's tender, or Buyer's acceptance of a deed or other conveyance of all, or any part, of the Property. Seller shall pay all taxes that have been deferred under Minnesota Agricultural Property Tax Law (MSA 273.111) or otherwise deferred.

6. BUYER'S INSPECTIONS; INSURANCE. By this Agreement, Buyer does not acquire any right of possession of the Property nor does Buyer acquire any right of entry, license or easement. Seller may consent on a case by case basis to a right of entry for Buyer and its employees, agents, contractors or invitees ("Authorized Parties") provided that Buyer gives Seller not less than forty-eight (48) hours prior written notice. Whether or not Buyer gives such notice, Buyer agrees that any entry on the Property by Buyer or its Authorized Parties shall be subject to the following conditions: (i) Buyer agrees to obtain Seller's prior written consent, not to be unreasonably withheld, prior to entering on to the Property, (ii) Buyer agrees not to damage or disturb any crops that may be on the Property and shall not interfere with farming activities on the Property, (iii) Buyer agrees to indemnify, hold harmless and defend Seller from and against any and all liabilities, loss, costs (including reasonable attorneys' fees and court costs) and damages due to personal injury or death to persons, or damage to the Property or other property that arise from entry onto the Property, , and (v) prior to entry on the Property, Buyer shall provide Seller with evidence of Commercial General Liability insurance in an amount equal to \$500,000 per occurrence and \$1,000,000 aggregate which names Seller as additional insured. Buyer shall restore the Property to the condition existing prior to entry upon the Property to the extent the need for restoration arises from the entry of Buyer or its Authorized Parties on the Property or their activities thereon.

7. "AS IS" CONDITION. Except as otherwise provided in this Agreement, any other provision of this Agreement to the contrary notwithstanding, Buyer acknowledges and agrees that upon conveyance of the Property to Buyer at Closing, Buyer will be

acquiring the Property "AS IS", WHERE IS, WITH ALL FAULTS AND DEFECTS." Except as otherwise provided in this Agreement, Seller hereby specifically disclaims any representation or warranty, whether express or implied or statutory, whether oral or written, with respect to the Property, including, but not limited to those concerning: (i) the value, physical condition, good repair, condition of title, habitability, tenant ability, suitability, merchantability, development potential, or fitness for a particular use or purpose of the Property; (ii) the value, physical condition, operability, condition of title, ownership, suitability, merchantability, or fitness for a particular purpose of any furniture, fixtures, equipment, appliances, or other items of tangible personal property located on or at the Property; (iii) the area, shape, size, configuration, location, capacity, square footage, acreage, dimensions or zoning of the Property; (iv) the soil condition, topography, geology or drainage of the Property; (v) the existence of any flood plain, floodway or flood hazard area affecting the Property; (vi) any easement, right of way, lease, possession, lien, encumbrance, license, reservation, condition, covenant, or restriction benefiting, burdening, or otherwise affecting the Property; (vii) the availability of utilities to the Property or the access to the Property by public road or otherwise, (viii) the nature or quality of any material, labor, workmanship, construction, design, engineering, or composition of any improvements to the Property; (ix) the environmental condition (including, without limitation, the presence or absence of asbestos, lead-based paint, or any hazardous substance) affecting the Property; (x) any law, statute, regulation, rule, ordinance, decree, or court order (including, without limitation, any zoning law or ordinance), affecting the Property and the compliance of the Property or its operations with any law, statute, regulation, rule, ordinance, decree, or court order (including without limitation any zoning law or ordinance) affecting the Property; (xi) the existence, validity, enforceability, assignability, or assumability of any franchise agreement, operating agreements or similar agreements, or any licenses for the operation of the Property; (xii) the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon; or (xiii) the value of the Property or the price at which the Buyer might resell the Property. Furthermore, except as otherwise provided in this Agreement, by executing this Agreement, Buyer acknowledges the following: (a) Seller has not made, does not make and will not make any representation or warranty of any kind whatsoever, whether implied, express or statutory, whether oral or written, regarding the Property, and the Seller disclaims any and all such representation and warranties; and Buyer is not relying upon any such representation and warranty; (b) the Property may contain defects unknown to Seller; (c) Buyer bears the sole responsibility to inspect the Property and review all information disclosed by Seller or its agents with respect to the Property; (d) any reports or information pertaining to the Property provided to Buyer by Seller are for informational purposes only and Seller does not warrant the accuracy or completeness of such items; and (e) Buyer is assuming all risks concerning the Property. The provisions of this Section 8 are material item of consideration to Seller and Buyer acknowledges that Seller would not enter into this Agreement in the absence of such provisions.

8. **TAX PARCEL.** Seller will prepare a Survey of the subject property and the adjacent property, for the purposes of creating a separate tax parcel for the Property. The Buyer shall contribute \$700 towards the cost of preparing the subject survey which shall be paid directly to Seller upon execution of this Agreement. The Seller will complete the appropriate application for creation of the tax parcel for the Property to be filed with the City upon completion of the Survey. Upon creation of the tax parcel for the Property, the Property will be zoned RE (Residential Estates). The Seller will use commercially reasonable efforts to obtain approval of the separate tax parcel and RE zoning. In the event that Seller is not successful in obtaining a lot-split to create a separate tax parcel for the Property or is not successful in obtaining RE zoning, Buyer or Seller can terminate this Agreement within fourteen (14) days after City rejection of the tax parcel or zoning.

9. **FARM LEASE.** The Property is encumbered by a Farm Lease expiring December 1, 2015. Buyer agrees to the lease as a Permitted Encumbrance through December 31, 2012. The Seller will terminate the lease on the Property for 2013 prior to Closing.

10. **DEFAULT; REMEDIES.**

A. **Default by Seller.** In the event Seller fails to comply with any material provision of this Agreement, and such failure is not cured by Seller within ten (10) days after receipt of written notice thereof from Buyer to Seller, Buyer's sole and exclusive remedy (in the absence of any subsequent written agreement between the parties to the contrary), shall be to terminate this Agreement upon written notice to Seller and recover Buyer's contribution of Survey costs of \$700 as provided for in Section 9.

B. **Default by Buyer.** In the event Buyer (i) fails to pay the Purchase Price in full when due; (ii) commences any improvement on any portion of the Property prior to closing; or (iii) fails to comply with any other covenant, obligation, or provision of this Agreement which is not cured within ten (10) days after receipt of written notice from Seller, Seller may terminate this Agreement immediately upon written notice to Buyer and recover the cost of the boundary survey prepared to create the legal description of the Property.

11. **SELLER REPRESENTATIONS.** Seller does not know of any "wells" (within the meaning of Minn. Stat. § 103I.005, Subd. 21) on the Property and Seller has not received notice of the existence of any "wells" on the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 103I.005, Subd. 1(a). Seller has not received notice of the existence of any underground tanks, wells or individual sewage treatment systems on, within or serving the Property, and to the best of Seller's actual knowledge, there are no such underground tanks, wells, or individual sewage treatment systems located on, within or serving the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 115.55.

12. **BUYERS REPRESENTATIONS.** Buyer warrants and represents to Seller as follows:

(A) Buyer has the full legal right, power, authority and financial ability to execute and deliver this Agreement and all of Buyer's closing documents, to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under all of Buyer's closing documents;

(C) This Agreement and Buyer's closing documents do not and will not contravene any judgment, order, decree, writ or injunction issued against Buyer. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Buyer under any agreement to which Buyer or any of its assets are subject or bound;

(D) There are no pending actions, suits, proceedings or investigations to which Buyer is a party before any court or other governmental authority which may have an adverse impact on the transactions contemplated hereby; and

13. **MISCELLANEOUS.** The following general provisions govern this Agreement.

A. **No Waivers.** The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Seller written notice specifically describing the right waived.

B. **Time of Essence.** Time is of the essence of this Agreement.

C. **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota.

D. **Notices.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER:
DPS-LAKE ELMO, LLC
ATTN: ALAN DALE
6007 Culligan Way
Minnetonka, MN 55345
PHONE: 952-288-2201
FAX: 952-473-2206

TO BUYER:
Craig Rossow
483 Julep Avenue
Lake Elmo, MN 55042
PHONE: 612-508-1154
FAX: 651-482-0293

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and

addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto, provided however, Buyer shall not be entitled to assign or convey any interest in this Agreement to any individual or entity, without first obtaining the prior written consent of Seller.
 - F. Invalidity. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
 - G. Complete Agreement. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Buyer at closing.
 - H. Counterparts. This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.
 - I. Calculation of Time Periods. Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m., Central Time.
 - J. No Recording. Buyer shall not record this Agreement, any memorandum of this Agreement, or lis pendens against the Property.
 - K. Required Signatures. This Agreement shall not be binding and enforceable against Seller unless and until signed by at least one of Seller's officers.
 - L. Like-Kind Exchange. Reinvestment of Net Proceeds. Seller and/or Buyer may elect to enter into the transaction contemplated under this Agreement as part of a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Seller and Buyer agree to cooperate fully with each other in order to implement any such exchange. Each party acknowledges that any exchange shall be a no cost to the other party and shall not release or diminish each party's obligations and liability under this Agreement.
 - M. In the event this Agreement is canceled or fails to close for any reason, other than Seller's default, Buyer shall promptly deliver to Seller, at no expense to Seller, copies of any and all reports (including but not limited to Phase I Environmental Site Assessments), studies, plans, surveys, or other documentation prepared by third parties for Buyer that pertain to the Property.
14. BROKERAGE. Seller and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Buyer shall indemnify, defend and hold harmless Seller for any claim (including reasonable expenses incurred in defending such claim) made by Broker claiming to be entitled to a commission in connection with this Agreement or the purchase and sale transaction except as provided herein. Each party hereby agrees to indemnify, defend and hold harmless the other party for any claim (including reasonable expenses incurred in defending such claim) made by a broker, sales agent or similar party (other than Broker) claiming to be entitled to a commission in connection with this transaction by reason of the acts of the indemnifying party.

IN WITNESS WHEREOF: Seller and Buyer have executed this Agreement as of last date set forth below, which shall be the effective date of this Agreement for all purposes.

SELLER:

DPS-LAKE ELMO, LLC

BY: Alan [Signature]

ITS: Chief Manager

DATE: December 31, 2012

BUYER:

CRAIG ROSSOW

[Signature]

DATE: DECEMBER 31, 2012

This Document Prepared By,
And When Recorded Return To:
Blake Patrick
BP Pipelines (North America) Inc.
150 W. Warrenville Road, Bldg 603
Naperville, IL 60563

AGREEMENT AND ACKNOWLEDGEMENT

DATE: January 27, 2016

1ST PARTY: **BP Pipelines (North America) Inc., a Maine corporation**
150 W. Warrenville Rd., Building 603 – 3rd Floor, Naperville, IL 60563

2ND PARTY: **City of Lake Elmo, a Minnesota municipal corporation**
3800 Laverne Avenue North, Lake Elmo, MN 55042

3RD PARTY: **U.S. Home Corporation, dba Lennar, a Delaware corporation**
16305 36th Ave., Suite 600, Plymouth, MN 55446

AS TO: BP File 4000-1532 – Database # 8322
5th Street North

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BP Pipelines (North America) Inc., a Maine corporation (hereinafter referred to as "BP"), is the present owner of a right of way and easement (hereinafter referred to as "Easement"), over, through, under and across the following described parcel in Washington County, Minnesota:

The East Half of the Southwest Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota

granted by Coleman J. Costello and Beryle B. Costello dated August 7, 1946 and recorded August 26th, 1946 in book 150, Page 219 as document 143725 at the Washington County Recorder's Office.

WHEREAS, the Easement was amended and limited to a strip of land (hereinafter called the "Easement Strip") 50 feet in width by Document Number 3172091 recorded August 3, 2001 in the Office of the Recorder of Washington County, Minnesota.

WHEREAS, pursuant to the Easement, a pipeline was or pipelines were constructed together with equipment and appurtenances thereto (hereinafter referred to as "Existing Pipeline") within said Easement and is presently a part of a pipeline system owned by BP; and

WHEREAS, subsequent to the grant of the Easement, City of Lake Elmo (hereinafter referred to as "CITY") and U.S. Home Corporation (hereinafter referred to as "Lennar") acquired an easement to tracts of land (hereinafter referred to as "Permanent Public Street Easement Agreement") legally described in Exhibit "A" and more clearly depicted on Exhibit "B" attached hereto and made a part hereof, being all or a part of the same land covered by the Easement.

NOW, THEREFORE, in reliance on the aforesaid representation and in consideration of the mutual covenants herein contained:

1. CITY and LENNAR agree that BP, its successors and assigns have superior rights, and the rights within the easement document remain unchanged within that entire portion of the New Road Right of Way covering the same land described in the Easement.
2. CITY and LENNAR agree that BP has the right to construct, operate, inspect, maintain, protect, repair, replace change the size of and remove the Existing Pipeline and any future pipelines (hereinafter "Future Facilities") that may be installed in the Easement Area. City agrees that BP's exercise of rights within the Easement Area are not subject to any CITY permitting processes, and CITY further agrees that permits will not be required when BP elects to exercise its rights within the Easement Area. BP agrees that it will comply with all CITY posted engineering requirements in place at the time BP elects to exercise BP's rights within the Easement Area.
3. CITY and LENNAR acknowledge and agree that it will reimburse BP in full should any further revision, relocation and/or removal of BP's facilities within the New Road Right of Way due to any authorized improvement or revision within the New Road Right of Way.
4. CITY and LENNAR shall not commence with any excavation or construction on or near the Easement without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so BP can arrange to have a representative present when CITY, LENNAR, or their contractor are working in close proximity to the Easement.
5. This Agreement and Acknowledgement shall be recorded in the land records of Washington County, Minnesota.

Nothing herein shall constitute a waiver or relinquishment by BP of any right to compensation that BP may have under applicable law in the event of relocation of the Existing Pipeline, Future Facilities, the Easement (in whole or in part) or any other BP easement or right-of-way, or as a result of condemnation or other exercise of the power of eminent domain with

respect to any real property interest, whether by the CITY, LENNAR, or any other governmental entity or agency; provided, the CITY and LENNAR acknowledges and agrees that BP shall not waive or relinquish any such rights by its execution of this Agreement and Acknowledgement, and shall retain any and all such rights.

If any one or more of the provisions of this Agreement and Acknowledgement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be affected.

City of Lake Elmo and BP acknowledge and agree that upon City's acceptance of the public improvements within the pipeline easement area after completion of a two-year warranty period that Lennar and its subsidiaries, successors and assigns shall be released from the requirements of this agreement.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this Agreement and Acknowledgment be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

City of Lake Elmo

Signature

Print Name

Title

Attest:

U.S. Home Corporation, dba Lennar

Signature

Print Name

Title

BP Pipelines (North America) Inc.

Signature

Print Name

Title

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS:
COUNTY OF WASHINGTON)

Before me, _____, a Notary Public in and for said County and State, on this day personally appeared _____, who is the _____, of **City of Lake Elmo** and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this _____ day of _____, 201_.

By: _____
Notary Public

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS:
COUNTY OF WASHINGTON)

Before me, _____, a Notary Public in and for said County and State, on this day personally appeared _____, who is the _____, of **U.S. Home Corporation dba Lennar** and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this _____ day of _____, 201_.

By: _____
Notary Public

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

Before me, _____, a Notary Public in and for said County and State, on this day personally appeared _____, who is the _____ of **BP Pipelines (North America) Inc.**, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this _____ day of _____, 201_.

By: _____
Notary Public

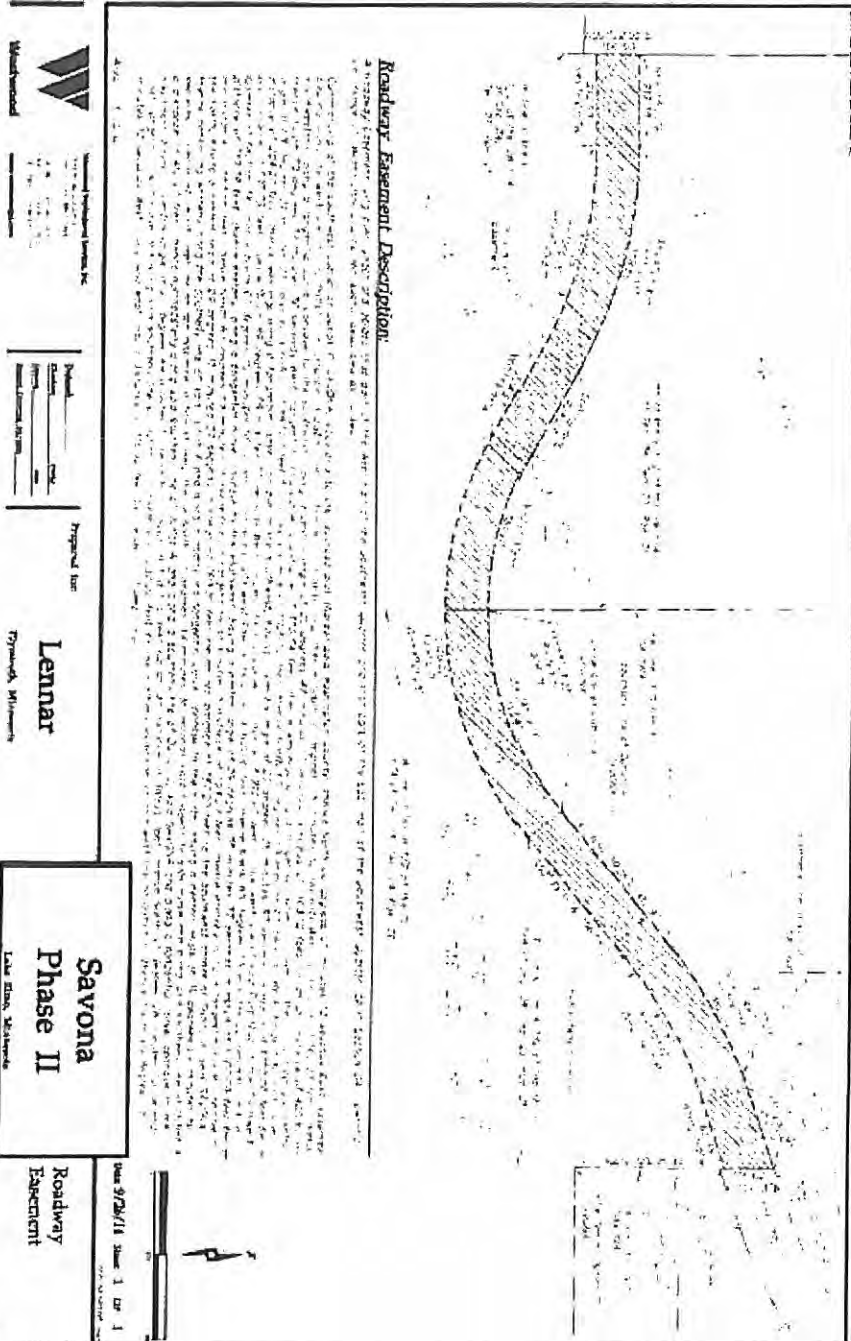
EXHIBIT A

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF
THE PERMANENT EASEMENT AREA

A Roadway Easement lying over, under and across that part of the West Half of the Southeast Quarter and that part of the East Half of the Southwest Quarter, all in Section 34, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the southwest corner of Outlot F, SAVONA, according to the recorded plat thereof said Washington County; thence North 00 degrees 01 minutes 13 seconds East, assumed bearing along the west line of said Outlot F a distance of 351.65 feet to the point of beginning; thence South 71 degrees 28 minutes 52 seconds West, a distance of 165.33 feet; thence southwesterly, along a tangential curve, concave to the southeast, having a central angle of 20 degrees 49 minutes 17 seconds, a radius of 1103.12 feet for an arc distance of 400.87 feet; thence South 50 degrees 39 minutes 36 seconds West, tangent to said curve, a distance of 356.54 feet; thence westerly, along a tangential curve, concave to the north, having a central angle of 68 degrees 21 minutes 23 seconds, a radius of 860.00 feet for an arc distance of 1026.02 feet; thence North 60 degrees 59 minutes 01 seconds West, tangent to said curve, a distance of 224.27 feet; thence westerly, along a tangential curve, concave to the southwest, having a central angle of 29 degrees 05 minutes 37 seconds, a radius of 1000.00 feet for an arc distance of 507.78 feet; thence South 89 degrees 55 minutes 22 seconds West tangent to said curve, a distance of 212.60 feet to the west line of said East Half of the Southwest Quarter of Section 34; thence North 00 degrees 02 minutes 55 seconds East along said west line, a distance of 100.00 feet; thence North 89 degrees 55 minutes 22 seconds East, a distance of 212.38 feet; thence easterly, along a tangential curve, concave to the southwest, having a central angle of 29 degrees 05 minutes 37 seconds, a radius of 1,100.00 feet for an arc distance of 558.56 feet; thence South 60 degrees 59 minutes 01 seconds East tangent to said curve, a distance of 224.27 feet; thence easterly along a tangential curve, concave to the north, having a central angle of 29 degrees 11 minutes 27 seconds, a radius of 760.00 feet for an arc distance of 387.20 feet to the southwest corner of Outlot A, said SAVONA; thence continuing easterly along the southerly line of said Outlot A and along a compound tangential curve, concave to the north, having a central angle of 39 degrees 09 minutes 56 seconds, a radius of 760.00 feet for an arc distance of 519.51 feet; thence North 50 degrees 39 minutes 36 seconds East tangent to said curve and along said southerly line of Outlot A, a distance of 410.97 feet; thence northeasterly along said southerly line of Outlot A and along a southerly line of Outlot C, said SAVONA and along a tangential curve, concave to the southeast, having a central angle of 20 degrees 49 minutes 17 seconds, a radius of 1,060.00 feet for an arc distance of 385.20 feet; thence North 71 degrees 28 minutes 52 seconds East tangent to said curve and along said southerly line of Outlot C, a distance of 202.22 feet to the northerly extension of said west line of Outlot F; thence South 00 degrees 01 minutes 13 seconds West along said west line, a distance of 116.02 feet to the point of beginning.

EXHIBIT B



1158173

MEMORANDUM

FOCUS ENGINEERING, inc.

Cara Geheren, P.E. 651.300.4261
Jack Griffin, P.E. 651.300.4264
Ryan Stempski, P.E. 651.300.4267
Chad Isakson, P.E. 651.300.4283

Date: February 15, 2016

To: Stephen Wensman, Planning Director
Cc: Ryan Stempski, P.E.
From: Jack Griffin, P.E., City Engineer

Re: Savona 4th Addition – Final Plat Review
Engineering Review Comments

An engineering review has been completed for the Savona 4th Addition Final Plat consisting of the following documentation prepared by Westwood Professional Services, Inc:

- Savona 4th Addition Final Plat, Sheets 1-4, not dated.
- Construction Plans for Grading and Erosion and Sedimentation Control, dated 01.19.2016.
- Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets, dated 01.25.2016.
- Landscape Plans, dated 02.01.2016. **Review by others.**
- Specifications for Savona 4th Addition Improvements, dated 01.26.2016.
- Storm Sewer Design Tabulation, dated 01.21.2016.
- Summary of Proposed Changes to Pond 1 and Infiltration Basin 1, not dated.
- Potential Boulder Outcroppings and Swale Protection Concept Plan, dated 01.11.2016.
- South Washington Watershed District Permit Approval (with conditions), dated 01.22.2016.

STATUS/FINDINGS: An engineering review has been completed for the Savona 4th Addition Final Plat submittal on 02.01.2016. Engineering review comments have been provided in two separate memos; one for Final Plat approval, and one to assist with the completion of the final Construction Plans. Please see the following review comments relating to the Final Plat application.

FINAL PLAT – SAVONA 4TH ADDITION EASEMENTS AND PERMISSIONS

Final Plat must be conditioned upon all of the following easements and permissions being fully executed and provided to the City, and recorded at Washington County, if applicable. No construction work for the Savona 4th Addition Improvements can begin until each agreement is fully completed.

- A temporary construction easement in the City's standard form must be provided to the City that allows for the construction and grading activities for all work off-site from the proposed Plat limits.
 - A temporary construction easement is required from the Rossow property. The submitted agreement dated December 31, 2012 has been reviewed by the City Attorney and does not appear to satisfy this requirement.
 - A temporary construction easement is required from the Bolder Ponds development to address work to match along the westerly property lines and to complete the 5th Street Improvements.
 - A temporary construction easement is required from the Alan Dale property to address all work to the south of the permanent 100 foot roadway and utility easement.
- BP Pipelines Agreement: The BP Agreement must be revised and executed in a form acceptable to the City Attorney including language that provides the City the right to perpetually own, operate and maintain the public improvements constructed within the easement area.

- Xcel Energy Transmission Encroachment Agreement: The Xcel Encroachment Letter dated February 1, 2016 must be revised in a form acceptable to the City Attorney. A final encroachment agreement is needed that accurately reflects all of the Savona 1st through 4th Improvements located within the easement area and accurately references the approved Plan dates.
- Final Plat should be contingent upon the City receiving the signed Ebertz easement documents necessary to complete the Savona 3rd Addition Improvements without a retaining wall, or revised plans to complete this area should be reviewed for Planning Commission and Council approval.
- Outlots A (trail), B (storm water), C (storm water), D (trail) and E (wetland & buffer) must be dedicated to the City as part of the Final Plat. Outlot ownership must be shown on the Final Grading and Construction plans.
- Additional easement is required at Lot 8, Block 4 to maintain 15 feet from STMH-351A.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- No construction may occur until the applicant has received City Engineer approval for the Final Construction Plans for Grading, Drainage and Erosion Control and Final Construction Plans for Street and Utilities; the applicant has obtained and submitted to the City all applicable permits, easements and permissions needed for the project; and a preconstruction meeting has been held by the City's engineering department.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details and specifications and meeting City Engineering Design Guidelines.
- A separate memorandum will be provided to direct plan corrections necessary for final construction plan approval.

SAVONA 4TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home Corporation, a Delaware corporation, fee owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 34, thence South 00 degrees 00 minutes 40 seconds East, along the west line of said Section 34, a distance of 472.55 feet; thence North 89 degrees 57 minutes 32 seconds East, a distance of 1315.91 feet to the west line of said East Half of the Southwest Quarter and the point of beginning; thence South 00 degrees 02 minutes 55 seconds West, along said west line a distance of 714.99 feet; thence North 89 degrees 55 minutes 22 seconds East, a distance of 212.38 feet; thence southeasterly along a tangential curve concave to the southwest having a central angle of 29 degrees 05 minutes 37 seconds, a radius of 1100.00 feet for an arc distance of 558.56 feet, thence South 60 degrees 59 minutes 01 seconds East, tangent to said curve, a distance of 224.27 feet; thence southeasterly along a tangential curve, concave to the northeast, having a central angle of 29 degrees 11 minutes 27 seconds, a radius of 760.00 feet for an arc distance of 387.20 feet to the east line of said East Half of the Southwest Quarter; thence North 00 degrees 06 minutes 31 seconds East, not tangent to said curve and along said east line, a distance of 1057.90 feet to a line bearing North 89 degrees 57 minutes 32 seconds East from said point of beginning; thence South 89 degrees 57 minutes 32 seconds West, a distance of 1315.91 feet to the point of beginning.

EXCEPT

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota described as follows:

Commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 00 degrees 02 minutes 55 seconds West, assumed bearing, along the west line of said East Half a distance of 759.99 feet to the point of beginning of the parcel to be described; thence South 16 degrees 08 minutes 55 seconds East, along the centerline of the Pipeline Easement described in Document No. 3172091, a distance of 448.37 feet; thence South 89 degrees 55 minutes 22 seconds West a distance of 125.07 feet to said west line of said East Half; thence North 00 degrees 02 minutes 55 seconds East, along said west line a distance of 430.85 feet to the point of beginning.

AND

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota, lying south of the south line of the dedicated plat of STONEGATE 2ND ADDITION and lying north of a line described as follows:

Commencing at the West Quarter corner of said Section 34; thence South 00 degrees 00 minutes 40 seconds East, along the west line of said Section 34, a distance of 472.55 feet to the point of beginning of the line to be described; thence North 89 degrees 57 minutes 32 seconds East, a distance of 2631.82 feet to the east line of said East Half of the Southwest Quarter and said line there terminating.

EXCEPTING THEREFROM,

Commencing at the Southwest corner of Lot 4, Block 3, said STONEGATE 2ND ADDITION, according to the recorded plat thereof, Washington County, Minnesota; thence South 00 degrees 02 minutes 55 seconds West, assumed bearing along the West line of said East Half of the Southwest Quarter, a distance of 262.00 feet; thence North 89 degrees 57 minutes 33 seconds East, a distance of 358.06 feet, thence North 00 degrees 02 minutes 55 seconds East, a distance of 262.00 feet to the Southeast corner of said Lot 4, thence South 89 degrees 57 minutes 33 seconds West, along the South line of said Lot 4, a distance of 358.06 feet to the point of beginning.

AND

Outlot A and Outlot D, SAVONA 2ND ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

Has caused the same to be surveyed and platted as SAVONA 4TH ADDITION and does hereby donate and dedicate the public ways, as shown on this plat and also dedicate the easements as created by this plat for drainage and utility purposes only.

In witness whereof said U.S. Home Corporation, a Delaware corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20____.

U.S. HOME CORPORATION

By _____
Jonathan Aune, Division Vice President

**STATE OF MINNESOTA
COUNTY OF _____**

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Jonathan Aune, Division Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation

(Signature) _____
(Name Printed)
Notary Public, _____ County, Minnesota

My Commission Expires _____

I hereby certify that I have surveyed and platted or directly supervised the survey and platting of the property described on this plat as SAVONA 4TH ADDITION, that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS Section 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____

Craig W. Morse, Licensed Land Surveyor
Minnesota License No. 23021

**STATE OF MINNESOTA
COUNTY OF HENNEPIN**

The foregoing Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____, by Craig W. Morse, Licensed Land Surveyor, Minnesota License No. 23021

(Signature) _____
(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Lake Elmo, Minnesota, on this _____ day of _____, 20____

By _____ By _____
Chair Secretary

CITY OF LAKE ELMO, MINNESOTA

This plat was approved by the City Council of the City of Lake Elmo, Minnesota this _____ day of _____, 20____ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

By _____ By _____
Mayor Clerk

COUNTY SURVEYOR

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____

By _____ By _____
Washington County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered on this _____ day of _____, 20____

By _____ By _____
Washington County Auditor/Treasurer Deputy

COUNTY RECORDER

Document Number _____

I hereby certify that this instrument was recorded in the office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded in Washington County Records.

By _____ By _____
Washington County Recorder Deputy

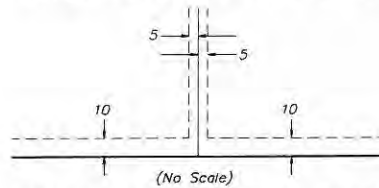
SAVONA 4TH ADDITION



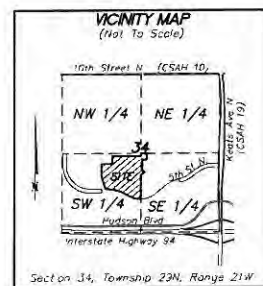
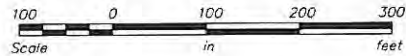
The orientation of this bearing system is based on the East line of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, which is assumed to bear N 00°06'31" E

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes 1/2 inch by 14 inch iron rebar found and marked by License No. 23021, unless otherwise shown
- ⊙ Denotes Cast Iron Monument found marked by Washington County

Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.



SAVONA 4TH ADDITION

S89°57'33"W 958.25

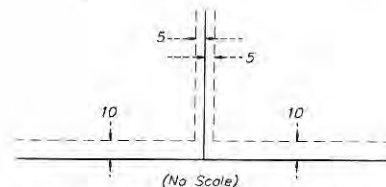
INSET A
(FROM SHEET 2 OF 4 SHEETS)

OUTLOT A
Drainage & Utility
Easement over all of
Outlot A



OUTLOT E
Drainage & Utility
Easement over all of
Outlot E

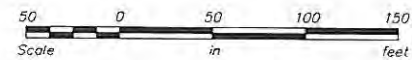
Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat

The orientation of this bearing system is based on the East line of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, which is assumed to bear N 00°06'31" E

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- Denotes 1/2 inch by 14 inch iron rebar found and marked by License No. 23021, unless otherwise shown



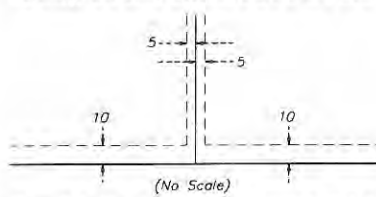
Westwood
Professional Services, Inc.

SAVONA 4TH ADDITION

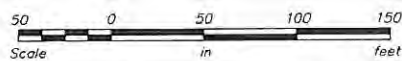
INSET B
(FROM SHEET 2 OF 4 SHEETS)



Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat



The orientation of this bearing system is based on the East line of the East Half of the Southwest Quarter of Section 29, Township 29, Range 21, which is assumed to bear N 00°06'31" E

- Denotes 1/2 inch by 14 inch iron rebar set and marked by License No. 23021
- Denotes 1/2 inch by 14 inch iron rebar found and marked by License No. 23021, unless otherwise shown



SAVONA 4th ADDITION – DESIGN REVIEW REPORT **LAKE ELMO, MN**

LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED FEBRUARY 10TH, 2016

REVIEWED PLAN SETS DATED 2016 0112 & 2016 02 01

Required Action Items by Savona Project Team

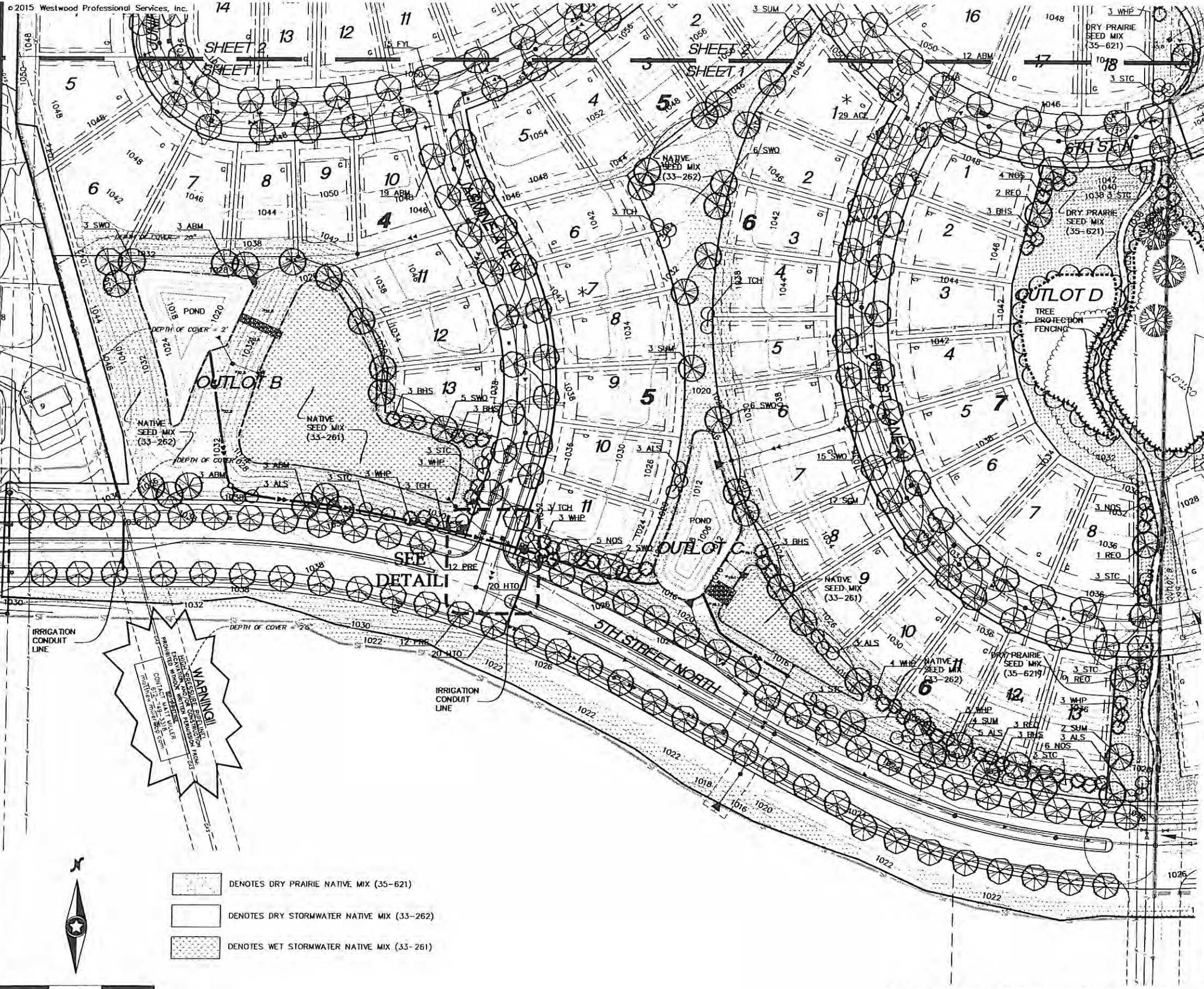
1. Provide landscape irrigation plans for our review for all commonly held HOA & City Outlots / R.O.W. areas.
2. Provide a three year maintenance plan for all landscape materials/areas within all commonly held HOA & City Outlot / R.O.W areas.
3. Dry Creek Bed Swale Erosion Protection & Boulder Outcroppings at Ponds Concepts are Approved Pending City Engineering and Public Works Reviews.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C

DIRECTOR OF DESIGN



Phase 4 Final Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING	O.C.
ABM	40	Autumn Blaze Maple / Acer x freemanii 'Jeffersred'	1.5" BB/ConL	AS SHOWN	
ACE	29	Accolade Elm / Ulmus japonica x wilsoniana 'Morton'	1.5" BB/ConL	AS SHOWN	
FYL	15	Frontyard Linden / Tilia americana 'Bailyard'	1.5" BB/ConL	AS SHOWN	
HTO	40	Heritage Oak / Quercus x macdonnellii 'Clemans'	4" BB/ConL	AS SHOWN	
PRE	24	Princeton Elm / Ulmus americana 'Princeton'	4" BB/ConL	AS SHOWN	
REO	29	Red Oak / Quercus rubra	1.5" BB/ConL	AS SHOWN	
SGM	48	Sienna Glen Maple / Acer x freemanii 'Sienna'	1.5" BB/ConL	AS SHOWN	
SUM	20	Sugar Maple / Acer saccharum	1.5" BB/ConL	AS SHOWN	
SWO	31	Swamp White Oak / Quercus bicolor	1.5" BB/ConL	AS SHOWN	
ALS	22	Allegheny Serviceberry / Amelanchier loevis	6" HT., BB CLUMP	AS SHOWN	
STC	31	Sugar Tyme Crab / Malus 'Sullytam'	1.5" BB	AS SHOWN	
TCH	14	Thornless Cockspur Hawthorn / Crataegus crusgalli 'Inermis'	1.5" BB	AS SHOWN	
BHS	24	Black Hills Spruce / Picea glauca densata	6" HT., BB	AS SHOWN	
NOS	29	Norway Spruce / Picea abies	6" HT., BB	AS SHOWN	
WHP	33	White Pine / Pinus strobus	6" HT., BB	AS SHOWN	

NOTE: QUANTITIES ON PLAN SUPERSIDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Landscape Requirement Calculations

OVERALL PROJECT LANDSCAPE REQUIREMENTS:	
SIX TREES PER ACRE X SITE AREA (116.7 AC)	= 700 CAL IN. REQUIRED
(200 trees @ 1" CALIPER / 3' HEIGHT MINIMUM)	
OVERALL STREET TREE REQUIREMENTS:	
1 TREE PER 50' LOCAL STREET FRONTAGE (22,248 LF)	= 667 CAL IN. REQUIRED
(608 trees @ 1-1/2" CALIPER MINIMUM)	
1 TREE PER 40' 5TH STREET FRONTAGE (8,171 LF)	= 306 CAL IN. REQUIRED
(204 trees @ 1-1/2" CALIPER MINIMUM)	
OVERALL TOTAL TREE REQUIREMENTS:	= 1,673 CAL IN. REQUIRED
PHASE 4 LANDSCAPE REQUIREMENTS:	
SIX TREES PER ACRE X SITE AREA (34.5 AC)	= 207 CAL IN. REQUIRED
(207 trees @ 1" CALIPER / 3' HEIGHT MINIMUM)	
PHASE 4 STREET TREE REQUIREMENTS:	
1 TREE PER 50' LOCAL STREET FRONTAGE (7,771 LF)	= 234 CAL IN. REQUIRED
(156 trees @ 1-1/2" CALIPER MINIMUM)	
1 TREE PER 40' 5TH STREET FRONTAGE (2,624 LF)	= 264 CAL IN. REQUIRED
(66 trees @ 1" CALIPER MINIMUM)	
PHASE 4 TOTAL TREE REQUIREMENTS:	= 705 CAL IN. REQUIRED
PHASE 4 TOTAL LANDSCAPING PROVIDED:	= 911.5 CAL IN. PROVIDED
(INCLUDES ALL PLANTINGS WITHIN PHASE 4)	

- NOTES:**
- STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.
 - ALL DISTURBED AREAS TO BE SODDED, UNLESS OTHERWISE NOTED.

- PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT DEPTER STATE ONE CALL (800) 455-1111 TO VERIFY UNDERGROUND UTILITIES. PRIVATE UTILITIES LISTED ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THESE LOCATED AS WELL.
- PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK AND LATEST CRITERIA. <http://www.aspen.com/standards/ansi-nursery-stock-standards>
- NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.
- ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
- ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.
- ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIAL IS TO BE LEFT OVERNIGHT ON THE PROJECT SITE WITHOUT BEING INSTALLED UNLESS WRITTEN APPROVAL BY CITY.
- ALL TREES, SHRUBS, PERENNIALS AND TURF LAWN TO HAVE A TWO YEAR WARRANTY BEGINNING UPON WRITTEN ACCEPTANCE BY THE CITY. DEFECTIVE PLANTS AS DETERMINED BY THE CITY SHALL BE REPLACED WITHIN 90 DAYS OF NOTICE DURING THE GROWING SEASON, AND REPLACEMENT MATERIALS SHALL MEET THE SAME TWO YEAR WARRANTY UNTIL PLANTS ARE SUCCESSFULLY ESTABLISHED.
- CONTRACTOR TO PROTECT AND MAINTAIN ALL PLANTINGS AND PLANT BEDS, INCLUDING PROTECTION FROM VILDLIFE, VETTING, RE-MULCHING, FERTILIZATION, IRRIGATION AND ALL OTHER TYPICAL TERMS OF HORTICULTURAL CARE UNTIL THE END OF THE WARRANTY PERIOD AS DETERMINED AND APPROVED BY CITY.
- ALL AREAS DISTURBED ADJACENT TO THE PROJECT SITE INCLUDING SIDEWALKS SHALL BE REPAIRED AND MAINTAINED PER CITY SPECIFICATION.
- PROVIDE A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIAL AREAS WITHIN ALL COMMERCIAL PROPERTIES, COMMONLY HELD HOA AREAS, CITY OUTLETS AND RECV. AREAS.
- ALL TREE, SHRUB AND PERENNIAL BEDS WITHIN THE RECV. OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLETS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SAVING CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE SAME TIME AS THE MAINTENANCE PLAN.
- ALL TREE, SHRUB AND PERENNIAL AREAS WITHIN RECV. OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLETS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SAVING CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT TIME OF LANDSCAPE PLAN REVIEW.

STANDARD PLAN NOTES
LANDSCAPE PLANS

DATE: FEBRUARY 2015	STANDARD DRAWING NO: 900
SCALE: 1" = 10'	CITY OF LAKE ELMO

* ALL DISTURBED AREAS TO BE SODDED, UNLESS OTHERWISE NOTED.

Latest Revision Date: 02-01-16

Westwood
 Phone (952) 937-5150 7899 Anagram Drive
 Fax (952) 937-5822 Eden Prairie, MN 55344
 Toll Free (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.
 Date: 02-01-16 License No. 26971

Revisions:
 12-4-15: Adjust landscape per city comments
 02-01-16: Revised planting

Designed: CLM
 Checked: CLM
 Drawn: NTH
 Record Drawing by/date:

Prepared for:
Lennar Corporation
 16305 36th Avenue North, Suite 600
 Plymouth, Minnesota 55446

Savona
4th Addition
 Lake Elmo, Minnesota

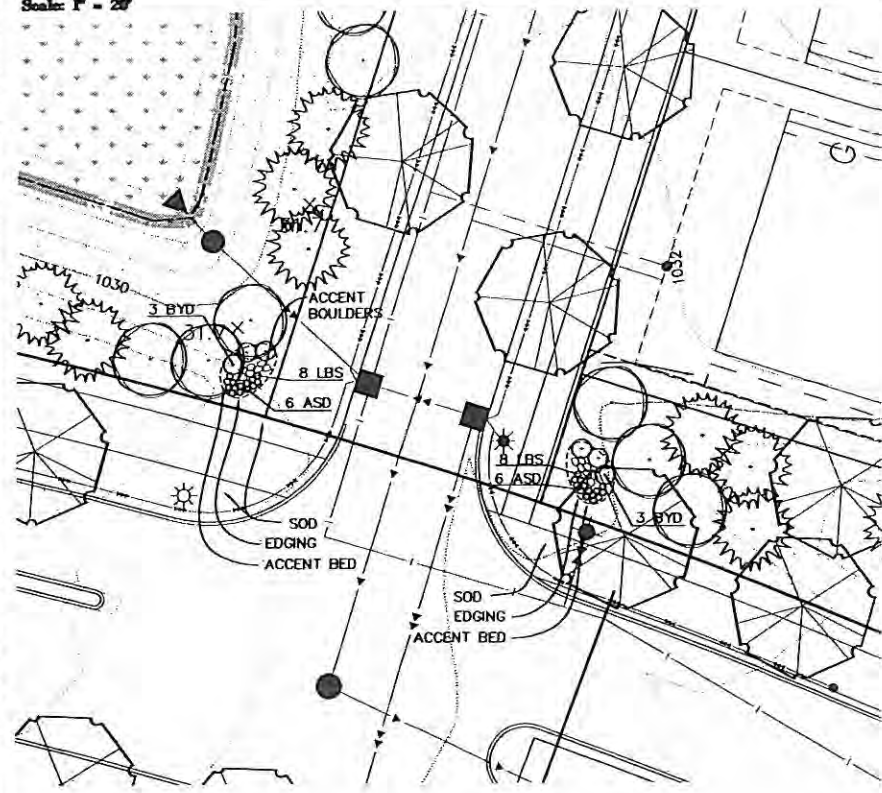
Date: 11-04-15 Sheet: 1 OF 5
 Final Landscape Plan



DENOTES DRY PRAIRIE NATIVE MIX (35-621)
 DENOTES DRY STORMWATER NATIVE MIX (33-262)
 DENOTES WET STORMWATER NATIVE MIX (33-261)

Jasmine Ave. N. Accent Beds Detail

Scale: 1" = 20'



Sub Monument Plant Schedule (typ. of 2)

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
ASD	12	Apricot Sparkles Daylily / <i>Hemerocallis 'Apricot Sparkles'</i>	#1 Cont.	18" O.C.
BYD	6	Bud's Yellow Dogwood / <i>Cornus sericea 'Bud's Yellow'</i>	#5 Cont.	5'-0" O.C.
LBS	16	Blue Heaven Bluestem Grass / <i>Schizachyrium scoparium 'Mimblue A'</i>	#1 Cont.	18" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

- PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT COMPLY STATE ONE CALL (800) 487-4848 TO VERIFY UNDERGROUND UTILITIES. MAJOR PRIVATE UTILITIES EXIST ON-SITE. THE CONTRACTOR IS REQUIRED TO HAVE THESE LOCATED AS WELL.
- PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK AND SHALL LATEST EDITION.
- NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE CITY.
- ALL TREE PROTECTION HEADINGS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
- ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.
- ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIALS TO BE LEFT ON-SITE OR IN THE PROJECT CITY WITHOUT BEING INSTALLED UNLESS WRITTEN APPROVAL BY CITY.
- ALL TREES SHOWN PERMANENT AND YEAR PLANT TO HAVE A TWO YEAR WARRANTY BEGINNING UPON WRITTEN ACCEPTANCE BY THE CITY. RESPECTIVE PLANTS AS REQUIRED BY THE CITY SHALL BE REPLACED WITHIN 90 DAYS OF NOTICE DURING THE GROWING SEASON. AND REPLACEMENT MATERIALS SHALL BE THE SAME TYPE FROM LANDSCAPE WITH PLANTS AND SUCCESSFULLY COMPARED TO PROTECT AND MAINTAIN ALL PLANTINGS AND PLANTS BEING REPLACING PROTECTION FROM VULNERABLE, WEATHER, RE-PLANTING, FERTILIZATION, IRRIGATION AND ALL OTHER TYPICAL FORMS OF INTERFERING CARE WITHIN THE ONE (1) YEAR WARRANTY PERIOD AS DETERMINED AND APPROVED BY CITY.
- ALL IRRIGATION SYSTEMS SUBJECT TO THE PROJECT SITE INCLUDING HEADWAYS SHALL BE INSTALLED AND MAINTAINED FOR CITY INSPECTION.
- PROVIDE A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS. MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS SHALL BE INSTALLED WITHIN ALL COMMERCIAL PROPERTIES. CONTRACTOR SHALL HOLD NEARBY CITY OUTLETS AND BELL, NEARBY.
- ALL TREE, SHRUB AND PERENNIAL BEING WITHIN THE BELM OR LOCATED IN COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLETS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM INSTALLED BY AN EPA-WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE TIME OF LANDSCAPE PLAN REVIEW.
- IRRIGATION BEING INSTALLED WITHIN BELM OR LOCATED IN COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLETS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM INSTALLED BY AN EPA-WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE TIME OF LANDSCAPE PLAN REVIEW.

STANDARD PLAN NOTES
LANDSCAPE PLANS
 FEBRUARY 2015
 CITY OF LAKE ELMO
 900 LAKEVIEW

Latest Revision Date: 02-01-16

Date: 11-04-15 Sheet: 2 OF 5

Westwood

Phone: (952) 937-5150 7698 Anagram Drive
 Fax: (952) 937-5822 Eden Prairie, MN 55544
 Toll Free: (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

 Cory Meyer
 Date: 02-01-16 License No. 26971

Revisions:
 12-4-15: Adjust landscape per city comments
 02-01-16: Revised ponding.
 Designer: CLM
 Checker: CLM
 Drafter: NTM
 Record Drawing by/Date:

Prepared for:

Lennar Corporation

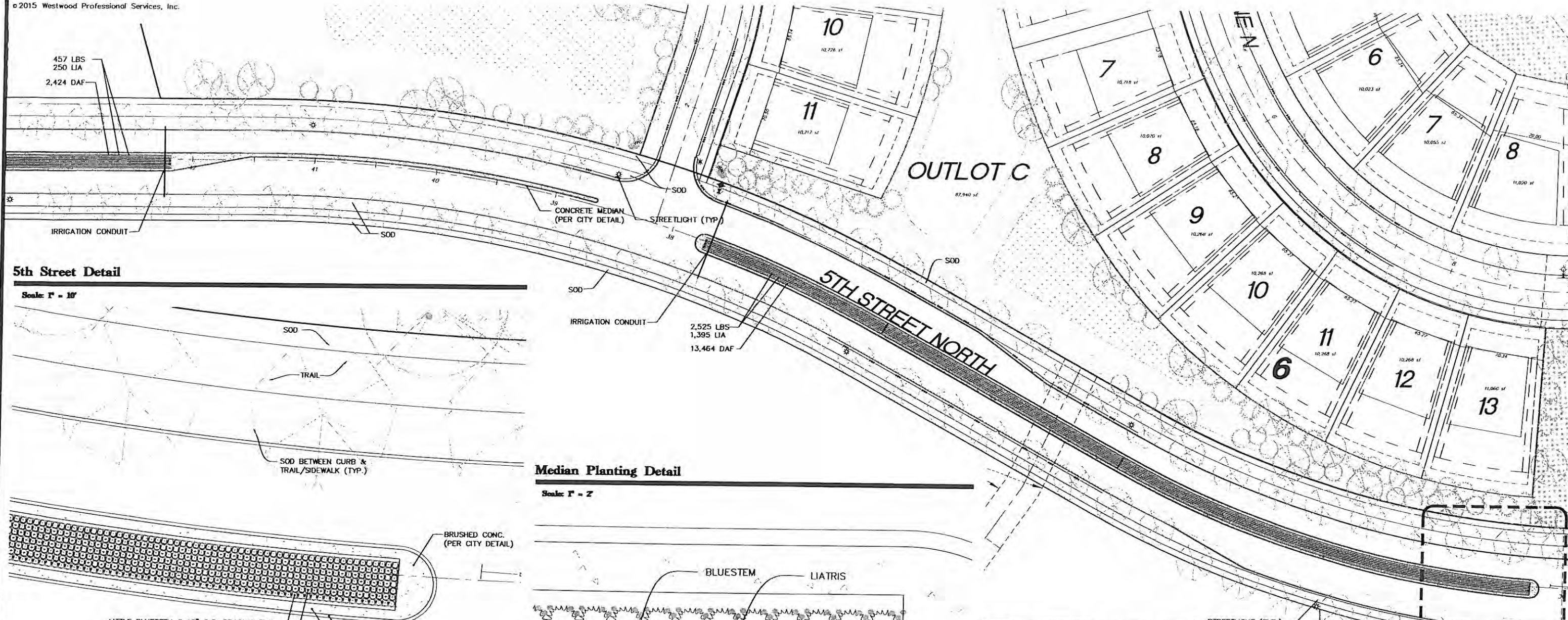
16305 36th Avenue North, Suite 600
 Plymouth, Minnesota 55446

**Savona
4th Addition**

Lake Elmo, Minnesota

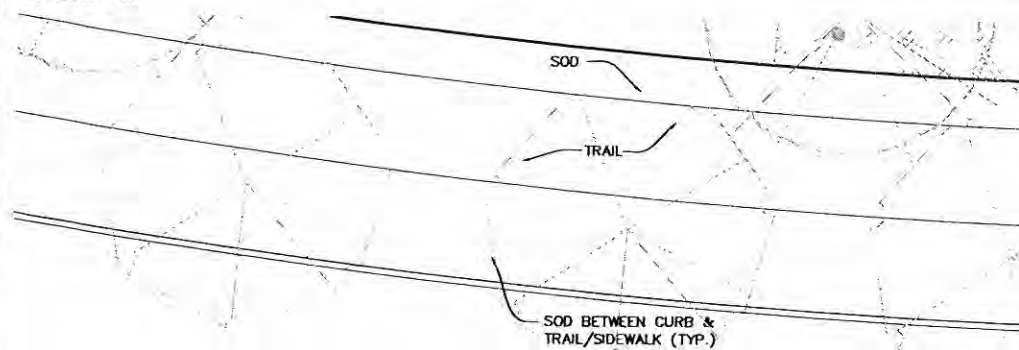
Final Landscape Plan

0000565 04/11/02.dwg



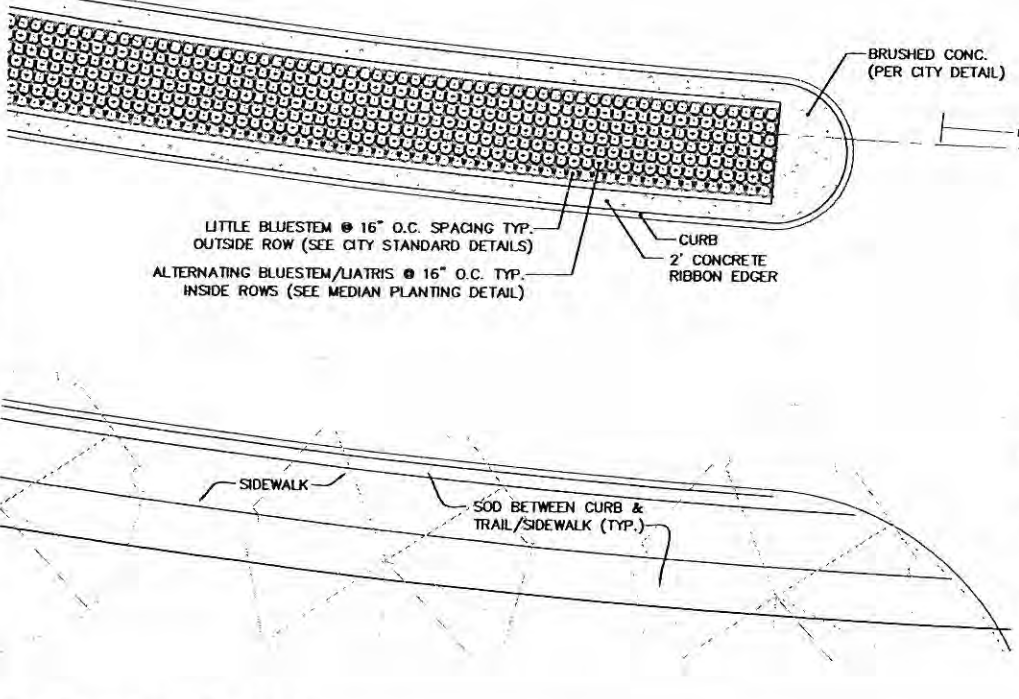
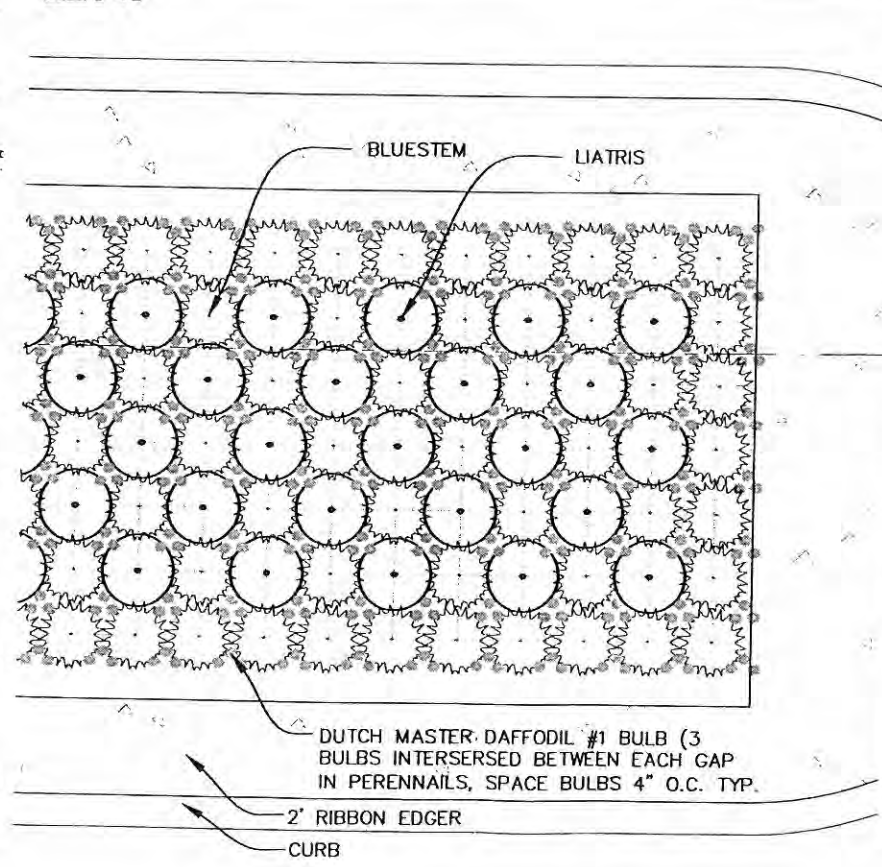
5th Street Detail

Scale: 1" = 10'



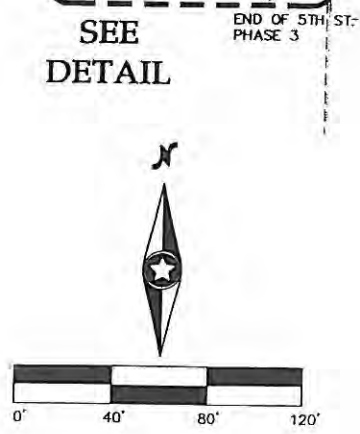
Median Planting Detail

Scale: 1" = 2'



1. PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT CUMBER STATE ONE CALL COMPANY AT 1-800-4-A-SHED TO VERIFY UNDERGROUND UTILITIES. WHEN PRIVATE UTILITIES EXIST ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THESE LOCATED AS WELL.
2. PLANT MATERIALS SHALL MEET AMERICAN STANDARDS FOR NURSERY STOCK ANSI Z663 - LATEST EDITION. <http://www.americannursery.com/documents/ANSI-Nursery-Stock-Standard-American-2014.pdf>
3. NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.
4. ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
5. ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.
6. ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIAL IS TO BE LEFT OVERNIGHT ON THE PROJECT SITE WITHOUT BEING INSTALLED UNLESS WRITTEN APPROVAL BY CITY.
7. ALL TREES, SHRUBS, PERENNIALS AND TURF LAWN TO HAVE A TWO YEAR WARRANTY BEGINNING UPON WRITTEN ACCEPTANCE BY THE CITY. RESPECTIVE PLANTS AS DETERMINED BY THE CITY SHALL BE REPLACED WITHIN 30 DAYS OF NOTICE DURING THE GROWING SEASON, AND REPLACEMENT MATERIALS SHALL RECEIVE THE SAME TWO YEAR WARRANTY UNTIL PLANTS ARE SUCCESSFULLY ESTABLISHED.
8. CONTRACTOR TO PROTECT AND MAINTAIN ALL PLANTINGS AND PLANT BEDS, INCLUDING PROTECTION FROM VULNERABLE WEATHERING, FERTILIZATION, IRRIGATION AND ALL OTHER TYPICAL TERMS OF HORTICULTURAL CARE UNTIL THE END OF THE WARRANTY PERIOD AS DETERMINED AND APPROVED BY CITY.
9. ALL AREAS DISTURBED ADJACENT TO THE PROJECT SITE INCLUDING BOULEVARDS SHALL BE REPAIRED AND MAINTAINED PER CITY SPECIFICATIONS.
10. PROVIDE A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS/AREAS WITHIN ALL COMMERCIAL PROPERTIES, COMMONLY HELD HOA AREAS, CITY UTILITIES AND SOV. AREAS.
11. ALL TREE, SHRUB AND PERENNIAL BEDS WITHIN THE ROW, OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY UTILITIES WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE SAME TIME AS LANDSCAPE PLAN REVIEW.
12. MAINTENANCE FRAMEWORK AREAS WITHIN ROW OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY UTILITIES WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE TIME OF LANDSCAPE PLAN REVIEW.

STANDARD PLAN NOTES
LANDSCAPE PLANS
FEBRUARY 2015
CITY OF LAKE ELMO



5th Street Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
LBS	2,982	The Blues Little Bluestem Grass / Schizochyrium scoparium 'The Blues'	4" CONT.	16" O.C. TYP.
LIA	1,645	Meadow Blooming Star Liatris / Liatris ligulistylis	#1 CONT.	16" O.C. TYP.
DAF	15,888	Dutch Master Daffodil / Narcissus 'Dutch Master'	#1 Bulb	SEE DETAIL

Westwood
Phone (952) 837-5150 7699 Anagram Drive
Fax (952) 837-5822 Eden Prairie, MN 55344
Toll Free (888) 617-5150 westwoodps.com
Westwood Professional Services, Inc.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.
Corey Meyer
Date: 02-01-16 License No. 26971

Revisions:
12-4-15: Adjust landscape per city comments
02-01-16: Revised pending

Designed: CLM
Checked: CLM
Drawn: NFM
Record Drawing by/date:

Prepared for:

Lennar Corporation
16305 36th Avenue North, Suite 600
Plymouth, Minnesota 55446

Latest Revision Date: 02-01-16
Savona 4th Addition
Lake Elmo, Minnesota

Date: 11-4-15 Sheet: 3 OF 5
5th Street Landscape Plan

- PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT EITHER STATE (NE CALL) OR LOCAL UTILITY LOCATIONS TO VERIFY UNDERGROUND UTILITIES. WHERE PRIVATE UTILITIES EXIST ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THESE LOCATED AS WELL.
- PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK ANSI Z661 LATEST EDITION. http://www.americanhort.org/documents/ANSI_Nursery_Stock_Standards_AmericanHort_2014.pdf
- NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.
- ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
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- ALL TREES, SHRUBS, PERENNIALS AND TURF LAWN TO HAVE A TWO YEAR WARRANTY BEGINNING UPON WRITTEN ACCEPTANCE BY THE CITY. DEFECTIVE PLANTS AS DETERMINED BY THE CITY SHALL BE REPLACED WITHIN 30 DAYS OF NOTICE DURING THE GROWING SEASON, AND REPLACEMENT MATERIALS SHALL RECEIVE THE SAME TWO YEAR WARRANTY UNTIL PLANTS ARE SUCCESSFULLY ESTABLISHED.
- CONTRACTOR TO PROTECT AND MAINTAIN ALL PLANTINGS AND PLANT BEDS, INCLUDING PROTECTION FROM WILDLIFE, WEEDING, RE-MULCHING, FERTILIZATION, IRRIGATION AND ALL OTHER TYPICAL FORMS OF HORTICULTURAL CARE UNTIL THE END OF THE WARRANTY PERIOD AS DETERMINED AND APPROVED BY CITY.
- ALL AREAS DISTURBED ADJACENT TO THE PROJECT SITE INCLUDING BOULEVARDS SHALL BE REPAIRED AND MAINTAINED PER CITY DIRECTIVE.
- PROVIDE A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS/AREAS WITHIN ALL COMMERCIAL PROPERTIES, COMMONLY HELD HOA AREAS, CITY OUTLOTS AND ROLV AREAS.
- ALL TREE, SHRUB AND PERENNIAL BEDS, WITHIN THE ROLV OR LOCATED ON COMMERCIAL PROPERTIES OR IN COMMONLY HELD HOA PROPERTY AND CITY OUTLOTS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE SAME TIME AS STANDARD PLAN NOTES.
- ALL PERENNIALS AND TURF LAWN AREAS WITHIN ROLV OR LOCATED ON COMMERCIAL PROPERTIES OR IN COMMONLY HELD HOA PROPERTY AND CITY OUTLOTS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT TIME OF LANDSCAPE PLAN REVIEW.

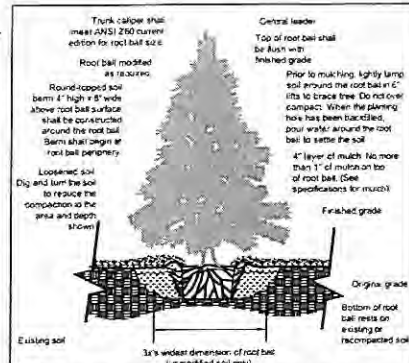
**STANDARD PLAN NOTES
LANDSCAPE PLANS**

FEBRUARY 2015

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 900
		LAKE ELMO

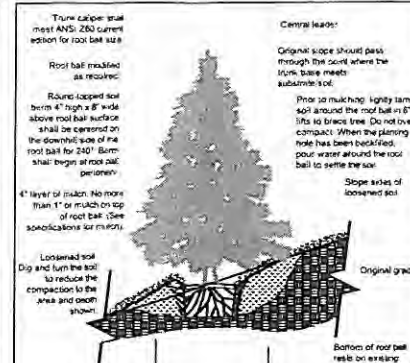
Supplemental Planting Notes

- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICES AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED PRIOR TO ANY PLANTING OPERATIONS AND SHALL BE BASED UPON EXAMINATION AND/OR TESTING OF THE EXISTING SOIL CONDITIONS. LANDSCAPE CONTRACTOR SHALL NOTIFY THE LA FOR A FIELD REVIEW OF SOIL CONDITIONS PRIOR TO PLANTING. LA WILL DETERMINE THE NEED FOR ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO CITY STANDARD SPECIFICATION AND SHALL BE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS. MINIMUM OF 6" DEPTH OF TOPSOIL IS REQUIRED FOR ALL PERENNIALS, LAWN GRASS, AND NATIVE SEEDING AREAS. MINIMUM OF 12" DEPTH BACKFILL TOPSOIL IS REQUIRED FOR TREE AND SHRUB PLANTINGS.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL AND MAINTENANCE AREAS. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 3" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL.
- EDGING TO BE SPADED EDGE, UNLESS OTHERWISE INDICATED. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE.
- PROVIDE IRRIGATION TO ALL STREET TREE AND BUFFER LANDSCAPING ON SITE. REAR YARD AND ALL PLANTINGS WITHIN NATIVE SEEDING LIMITS WILL NOT BE IRRIGATED. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO CITY OF LAKE ELMO FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- ALL DISTURBED AREAS TO BE SEEDED OR SOODED, SEE PLAN. SOO TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS INDICATED ON PLANS WITH RESPECTIVE SEED MIX(ES) & PER MINDOT SEEDING SPECIFICATIONS (SEE SEED MIX TABLES ON SHEET 5).



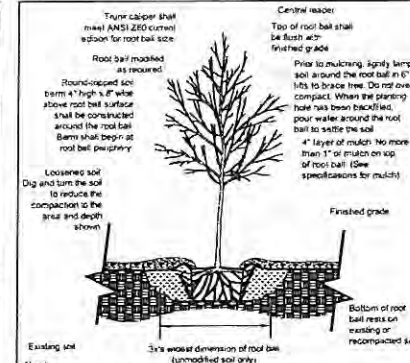
- CONIFEROUS TREE - MODIFIED/UNMODIFIED SOIL & POORLY DRAINED SOIL**
- Notes:
- Modified soil - Depth of soil varies (see specifications for soil modification)
 - Trees shall be of quality prescribed in crown observations and root observations details and specifications
 - See specifications for further requirements related to this detail

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 901A
		LAKE ELMO



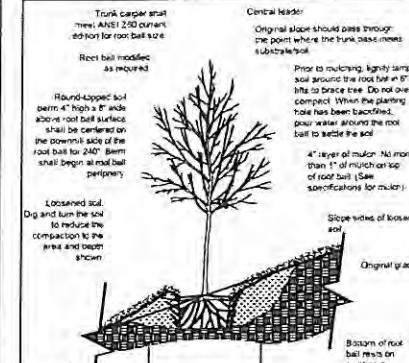
- CONIFEROUS TREE ON SLOPE 5% TO 50% MODIFIED AND UNMODIFIED SOIL**
- Notes:
- Modified soil - Depth of soil varies (see specifications for soil modification)
 - Trees shall be of quality prescribed in crown observations and root observations details and specifications
 - See specifications for further requirements related to this detail

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 901B
		LAKE ELMO



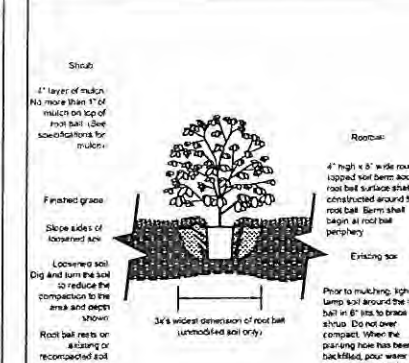
- DECIDUOUS TREE - MODIFIED/UNMODIFIED SOIL & POORLY DRAINED SOIL**
- Notes:
- Modified soil - Depth of soil varies (see specifications for soil modification)
 - Trees shall be of quality prescribed in crown observations and root observations details and specifications
 - See specifications for further requirements related to this detail

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 901C
		LAKE ELMO



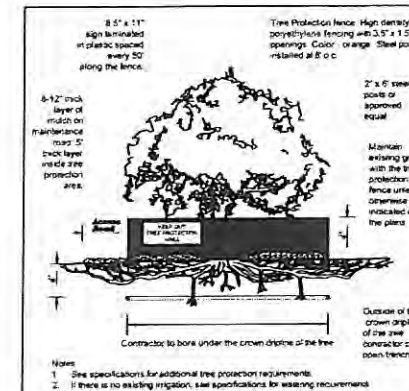
- DECIDUOUS TREE ON SLOPE 5% TO 50% MODIFIED AND UNMODIFIED SOIL**
- Notes:
- Modified soil - Depth of soil varies (see specifications for soil modification)
 - Trees shall be of quality prescribed in crown observations and root observations details and specifications
 - See specifications for further requirements related to this detail

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 902B
		LAKE ELMO



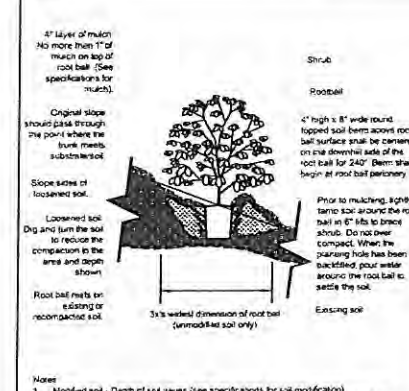
- SHRUB - MODIFIED AND UNMODIFIED SOIL**
- Notes:
- Modified soil - Depth of soil varies (see specifications for soil modification)
 - Shrubs shall be of quality prescribed in crown observations detail and specifications
 - See specifications for further requirements related to this detail

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 901A
		LAKE ELMO



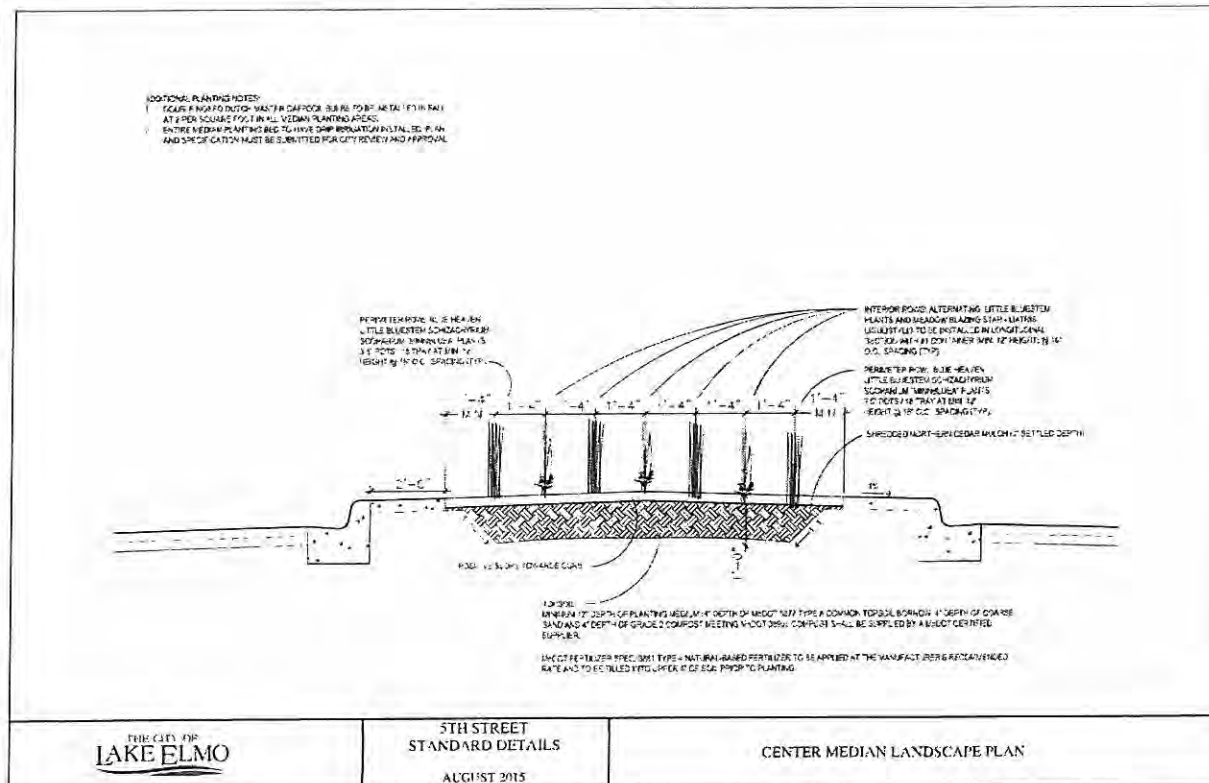
- TREE PROTECTION - MAINTENANCE ROAD & BORING UNDER CROWN/DRIPLINE**
- Notes:
- See specifications for additional tree protection requirements
 - If there is an existing irrigation, see specifications for watering requirements
 - No pruning shall be performed except by approved arborist
 - All equipment shall operate inside the protective fencing excluding parking, excavation and removal
 - See site preparation plan for any modifications with the Tree Protection area
 - See site preparation plan for fence alignment. A minimum fence shall extend to the crown drip line

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 904
		LAKE ELMO

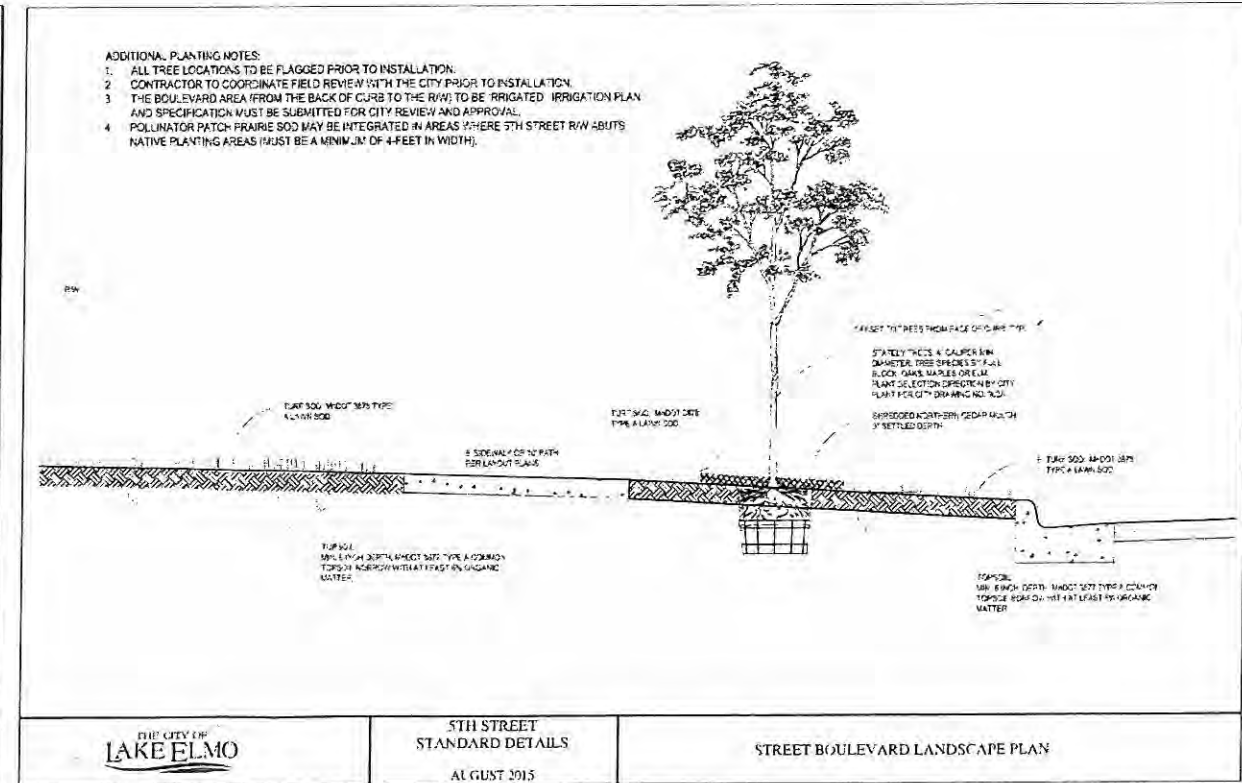


- SHRUB ON SLOPE 5% TO 50% MODIFIED AND UNMODIFIED SOIL**
- Notes:
- Modified soil - Depth of soil varies (see specifications for soil modification)
 - Shrubs shall be of quality prescribed in the root observations detail and specifications
 - See specifications for further requirements related to this detail

	CITY OF LAKE ELMO	STANDARD DRAWING NO. 907B
		LAKE ELMO



	CITY OF LAKE ELMO	STANDARD DRAWING NO. 907B
		LAKE ELMO



	CITY OF LAKE ELMO	STANDARD DRAWING NO. 907B
		LAKE ELMO

Latest Revision Date: 02-01-16

**Savona
4th Additon**
Lake Elmo, Minnesota

Date: 11-04-15 Sheet: 4 OF 5

Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN 55344

PHONE: 952-937-5150
FAX: 952-937-5823
TOLL FREE: 1-888-937-5150
www.westwoodps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Corey Malyer
Date: 02-01-16 License No. 26971

Revisions:

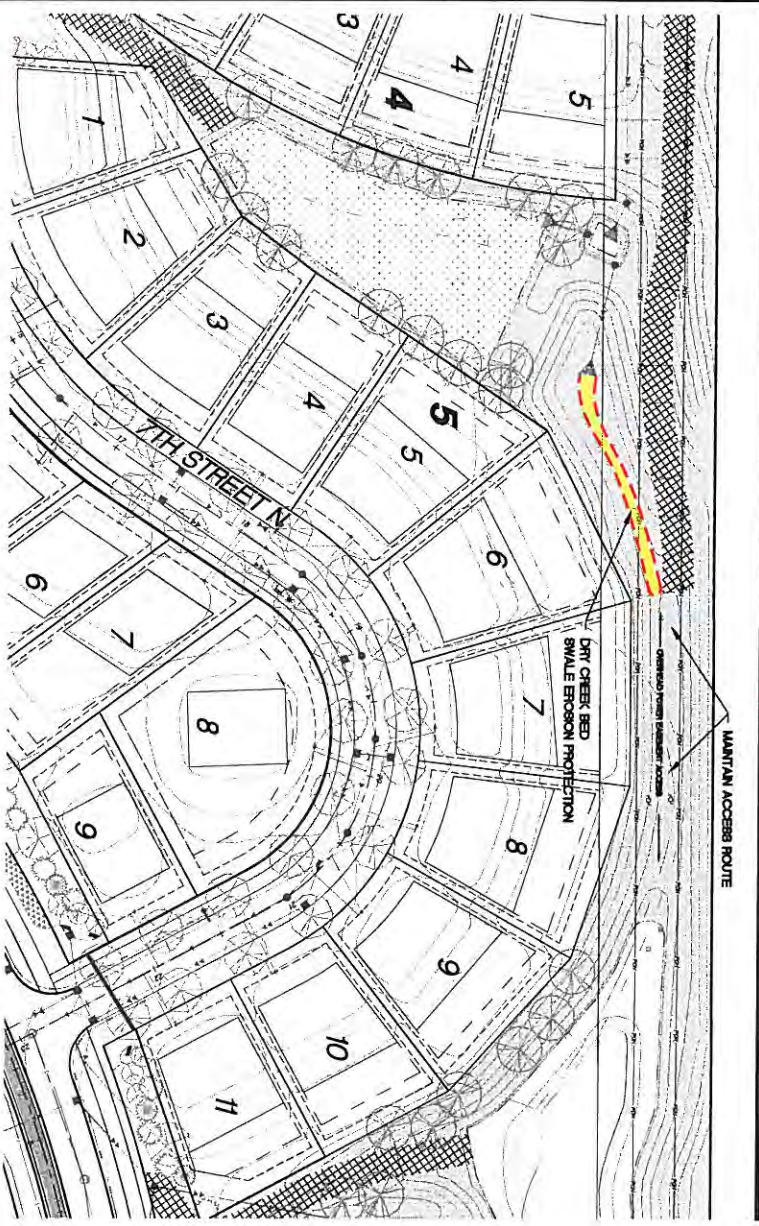
12-24-15: Adjust landscape per city comments
02-01-16: Revised ponding

Designed: CLM
Checked: CLM
Drawn: NFM
Record Drawing by/date:

Prepared for:

Lennar Corporation
16305 36th Avenue North, Suite 600
Plymouth, Minnesota 55446

Potential Swale Protection Opportunities

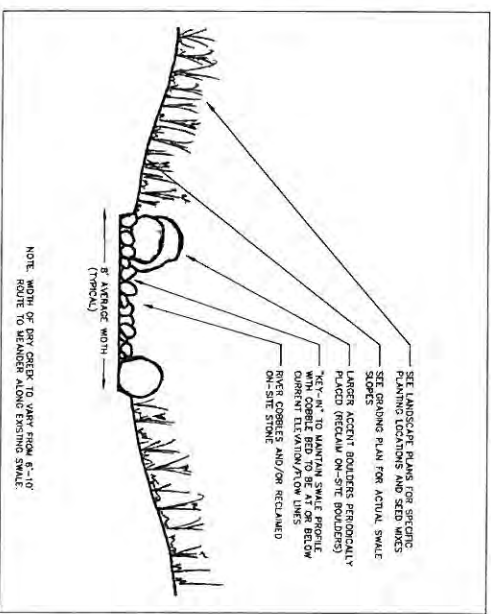


RENOTES POTENTIAL DRY CREEK BED SWALE PROTECTION LOCATIONS



Typical Dry Creek Bed Cross Section

NOT TO SCALE



Typical Dry Creek Bed Effect



Westwood
 2842 E. 10th Street
 Suite 100
 Anchorage, Alaska 99503
 Phone: 907.562.1234
 Fax: 907.562.1235
 www.westwoodps.com

Prepared For: **Lennar Corporation**
 1505 36th Avenue North Suite 600
 Plymouth, Minnesota 55448

Project: **Potential Swale Protection Concept**
 Date: 1/27/16
 Scale: 1" = 3'

Prepared For: **Lennar Corporation**
 1505 36th Avenue North Suite 600
 Plymouth, Minnesota 55448

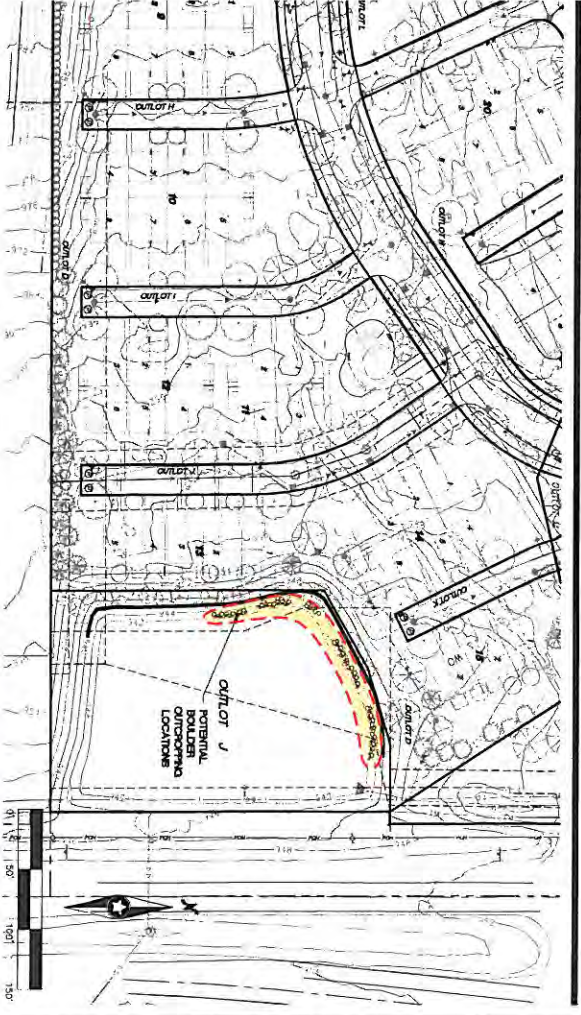
Savona
 Lake Tahoe, Minnesota

Date: 1/27/16
 Scale: 1" = 3'

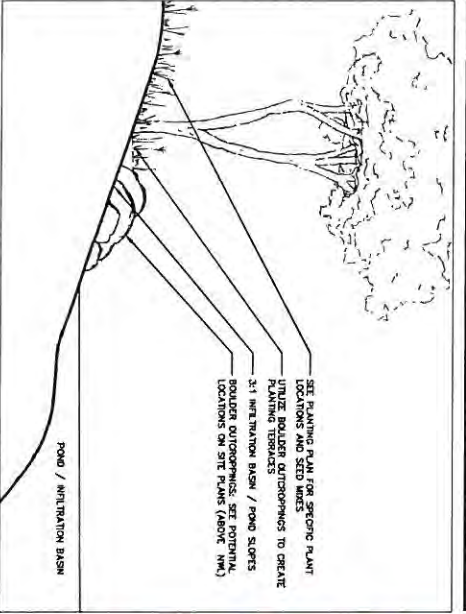
Potential Boulder Outcropping / Swale Protection Opportunities



Potential Boulder Outcropping Opportunities



Typical Boulder Outcropping Cross Section



Typical Boulder Outcropping Effect



Westwood

2007 17th St
 Suite 200
 Westwood, NJ 07093
 Tel: 908.233.1100
 Fax: 908.233.1101
 www.westwoodps.com

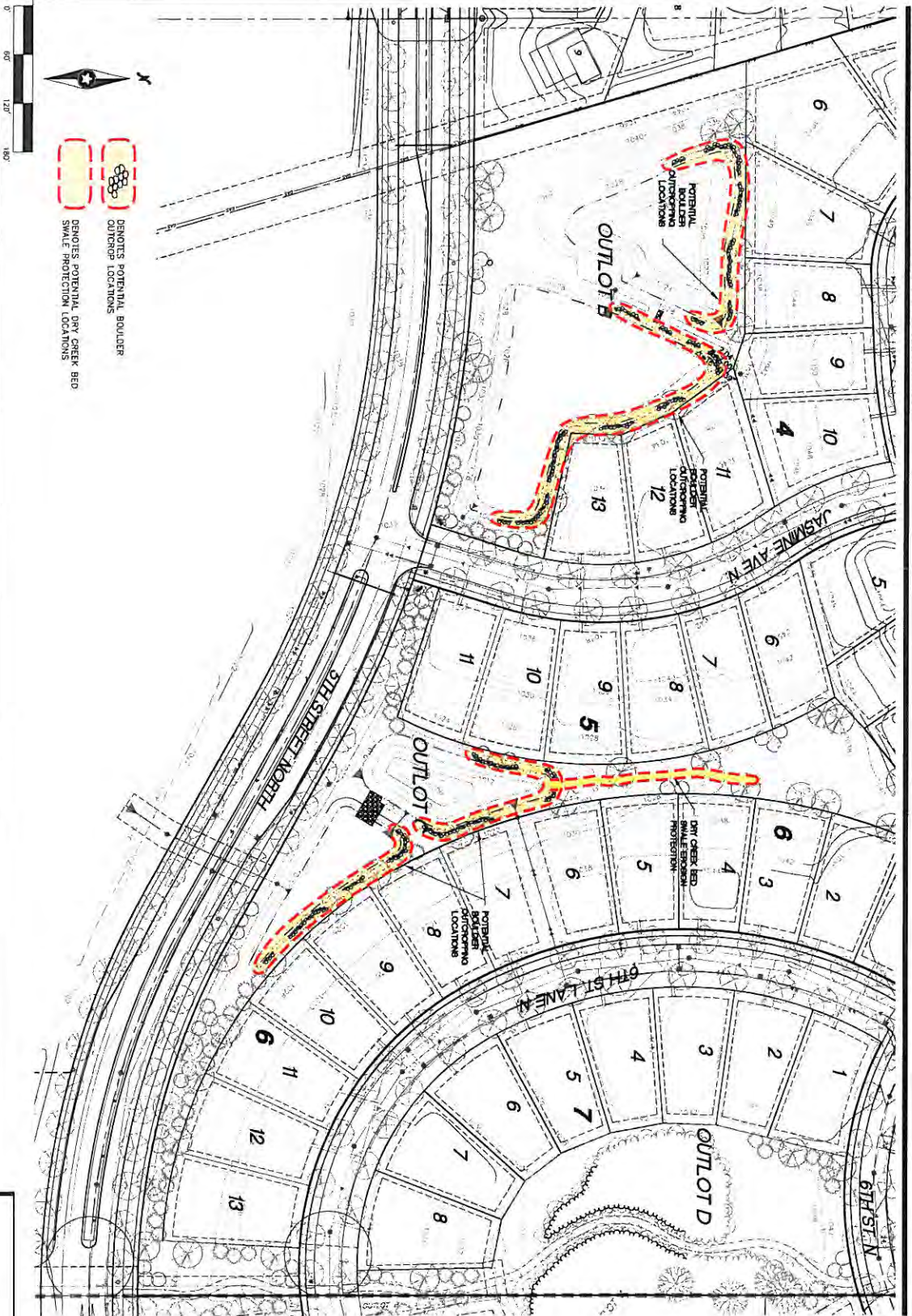
Project: 172716
 Date: 1/27/16
 Scale: 1/2" = 1'-0"

Prepared for:
 Lennar Corporation
 1505 Sola Avenue North Suite 600
 Plymouth, Minnesota 55446

Checked: [Signature]
 Date: [Date]
 Drawn: [Signature]
 Date: [Date]

Savona
 Lake Blvd, Minnetonka

Potential Boulder Outcroppings / Swale Protection Concept
 Date: 1/27/16 Sheet: 2 of 3



Westwood
 2000 11th Street
 Boulder, CO 80502
 Phone: 303.440.1234
 Fax: 303.440.1235
 www.westwoodps.com
 Westwood Professional Services, Inc.

Project: 1/27/15
 Date: 1/27/15
 Issue No: 20171

Prepared For:
 Lennar Corporation
 3400 34th Avenue North, Suite 400
 Plymouth, Minnesota 55446

Lennar Corporation
 3400 34th Avenue North, Suite 400
 Plymouth, Minnesota 55446

Savona
 Lake Bluff, Minnesota

0200046 04/09/15 Rev
 Date: 1/27/15 Issue: 3 of 3
Potential Boulder Outcropping / Swale Protection Concept

Station #1
3510 Laverne Ave. No.
Lake Elmo, MN 55042
651-770-5006



Station #2
4259 Jamaca Ave. No.
Lake Elmo, MN. 55042
651-779-8882

LAKE ELMO FIRE DEPARTMENT

December 22, 2015

Per my review of the drawings for Savonna 4th Addition, following is a list of items to be addressed moving forward:

- Make adjustment to hydrant locations per markups on drawings.
- Confirm that street naming sequence follows guidelines. Difficult to see on drawings of only this addition. Roads may be existing or new (unknown), but my concern relates to "JU" street being west of "JA" street, as well as others. I understand some of these roads "meander" and may be predetermined, but this needs to be verified.

Sincerely,

Greg Malmquist, Fire Chief

"Proudly Serving Neighbors & Friends"