

STAFF REPORT

DATE: 12/04/2018

REGULAR

AGENDA ITEM: 26

TO: Mayor and City Council

FROM: Jennifer Haskamp, Consulting City Planner

ITEM: Wyndham Village Final Plat

REVIEWED BY: Ken Roberts, Planning Director

Jack Griffin, P.E., City Engineer

BACKGROUND

The Applicant, JP Bush Homes, is requesting Final Plat approval of the major subdivision called Wyndham Village. The Wyndham Village Preliminary Plat was approved on July 3, 2018 with conditions. The proposed subdivision creates 10 single-family residential lots that will be accessed from a single cul-de-sac. There is an existing home on the subject site that will be moved and relocated onto Lot 7 as described and approved during the Preliminary Plat process. Per section 153.10 Subd. B of the Subdivision Ordinance, the City Council is directed to review the Final Plat for consistency with the Preliminary Plat.

PROPOSAL DETAILS/ANALYSIS:

General Information.

Applicant: JP Bush Homes, 1980 Quasar Ave S, Lakeland, MN 55043

Property Owners: James McLeod, 11580 30th St N, Lake Elmo, MN 55042

Location: Part of the southwest quarter of the southeast quarter of Section 13,

Township 29 North, Range 21West

PID: 13-029-21-43-0001

Request: Application for Final Plat approval of a 10-unit single-family residential

subdivision to be named Wyndham Village.

Surrounding: North – Northport (Urban Low Density Residential); East – Northport (Urban

Low Density Residential); West – Rural Single Family Residential; South –

the Homestead (Open Space Preservation Development)

Comprehensive Plan: Village Urban Low Density Residential (1.5-2.49 units per acre)

Zoning: V-LDR – Village Urban Low Density Residential (1.5 – 2.49 units per acre)

History: The subject property is used, and has historically been used, as a single-

family detached dwelling unit with accessory uses. A Comprehensive Plan Amendment to re-guide the property from Rural Single Family to Village Low Density Residential was approved by the City Council on February 7, 2018 and by Metropolitan Council on March 14, 2018. The Preliminary Plat was approved July 3, 2018 (Resolution No. 2018-066), and an application to rezone the property from Rural Single Family to Village Low Density Residential was approved July 17, 2018 (Ordinance No. 08-212).

Action Deadline: Application Complete – October 15, 2018 (confirm)

60 Day Deadline - December 11, 2018

Extension Letter Mailed – N/A 120 Day Deadline – N/A

Regulations: Chapter 153 – Subdivision Regulations

(Ordinance 08-175) Article XIII: Village District (V-LDR) §150.270 Storm Water, Erosion, and Sediment Control

ISSUE BEFORE CITY COUNCIL:

To determine whether the proposed Wyndham Village Final Plat is substantially compliant with the approved Preliminary Plat, and that the conditions of Preliminary Plat have been satisfied.

Planning Commission Review and Comments

The Planning Commission reviewed the subject application at their regular meeting held on November 26, 2018. Staff presented this Staff Report, generally as prepared herein, and requested that the Planning Commission provide a recommendation regarding the requested Final Plat. After a brief discussion, the Planning Commission unanimously recommended Approval of the Final Plat for Wyndham Village to the City Council.

Consistency with Preliminary Plat.

The City's Subdivision Ordinance requires that a Final Plat be substantially compliant with the approved Preliminary Plat. If it is determined that the Final Plat is inconsistent or a substantial departure from the approved Preliminary Plat then additional review and approval may be required. If it is determined that the Final Plat is consistent with the Preliminary Plat, and the conditions as noted within the Preliminary Plat have been completed, then the Final Plat should be granted after Planning Commission review and City Council approval.

Staff reviewed the Wyndham Village Final Plat application and has made the following conclusions:

• The lot and block configuration of the Final Plat is consistent with the Preliminary Plat; and

- The density of the subdivision is consistent with the City's Comprehensive Plan and guided land use of Village Low Density Residential; and
- The Final Plat and supplemental materials comply with the V-LDR zoning district approved on July 17, 2018; and
- The Final Plat lot configuration including dedicated easements is consistent with the City's Subdivision ordinance, except as conditioned and noted within the City Engineer's Engineering Review Memo and Construction Plan Review memos which are attached.

PRELIMINARY PLAT CONDITIONS FOR FINAL PLAT APPROVAL.

Approval of the Preliminary Plat included conditions required to be addressed by the Applicant prior to approval of the Final Plat. These include the following:

- 1) Homes within lots in which the Northern Natural Gas Company Easement (Document 384029) ("Northern Easement") is located shall maintain a 20-foot principal building rear yard setback from the Northern Easement.
 - The Final Plat identifies the required Northern Easement area along the rear (west) yards of Lots 6, 8, 9 and 10 and along the front (east) yard of Lot 7. Building setback dimensions are not shown on a Final Plat. Staff would recommend carrying the principal building setback requirement forward to the Development Agreement to ensure the appropriate setbacks from the easement area are applied at time of building permit review.
- 2) All required modifications to the plans as requested by the City Engineer in a review letter dated May 30, 2018 shall be incorporated into the plans, and plans shall be approved prior to consideration of a Final Plat.
 - The City Engineer reviewed and accepted an updated set of preliminary plans in response to the Engineer's memo dated May 30, 2018. Though preliminary plans have been accepted, there remain several outstanding issues with the Construction Plans as noted in the City Engineer's memo. At the Planning Commission meeting the Applicant testified that supplemental materials and information has been submitted to the City Engineer for additional review and consideration. At the time of this memo, no additional formal review has been completed regarding the updated information. As such, Staff recommends that the City Engineer's Construction Plans memo be included as a condition of Final Plat approval.
- 3) Preliminary plat and plans should be revised to dedicate additional right-of-way along 30th Street and/or to expand the storm water to the 100-year High Water Level (HWL) flood area.
 - Right-of-way along 30th Street maintains a consistent distance of 16 feet between the paved roadway and right-of-way line, which is consistent with changes required by the City Engineer during Preliminary Plat approval. Outlot A contains storm water storage and infiltration basins and have been designed to a HWL of 917, which also meets requirements.

4) Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the Northern [Natural Gas] Easement. The City must receive copies of the written permission prior to approval of the Final Plat.

No written documentation or information was submitted for review during this Final Plat process regarding the Northern Easement. This should be restated as a condition of Final Plat approval and no site work, or any other construction activity shall be permitted until this condition has been met.

5) Written landowner permission must be submitted as part of the Final Plat development applications for any off-site grading work and storm water discharges to adjacent properties.

Off-site grading work is not anticipated with the development of this project. The City Engineer has addressed this condition in their review memo attached. If this changes then the appropriate permissions must be acquired and furnished to the City prior to completing any associated work.

6) The developer shall pay a cash contribution in lieu of land for park dedication equal to 10% of the fair market value of the entire parcel.

As a condition of Final Plat approval, the developer will appraise the land value and pay a cash contribution to the City in lieu of park dedication prior to any building permits issued. As stated in the Preliminary Plat process and per the City's ordinance, the Applicant shall furnish an appraisal from a licensed real estate appraiser indicating the fair market value from which the final Park Dedication fee can be calculated. The determined fee shall be included within the Development Agreement as well as a schedule for payment.

7) The developer shall obtain all required permits from Northern Natural Gas to perform construction work over the gas line that runs from north to south across this site.

As stated in condition #2, the Applicant shall obtain approval from Northern Natural Gas to perform any work within, or over, the gas line easement. Any required permits shall be obtained, and copies furnished to the City prior to the start of any site work.

8) The preliminary landscape plan shall be approved by the City prior to recording of the Final Plat.

The City's Landscape Architect has reviewed the submitted plans and determined that they have not been updated for consistency with the Final Plat. His review and recommended conditions are included in his staff report dated November 27, 2018. Staff recommends that this condition be carried forward and that the landscape plan must be updated to the satisfaction of the City's Landscape Architect prior to recording the Final Plat.

9) The lot width of Lot 1 shall be increased to 70 feet, and all other lot dimension and bulk requirements of the Village Urban Low Density zoning district must be met.

Lot 1 has been revised to include 70.49 feet lot width. As depicted on the Final Plat, the remaining lots comply with all other lot dimension standards. Since the Final Plat does not

include building footprints, setback or other bulk standards, staff would recommend that this portion of the condition be incorporated into the Development Agreement to ensure all future development complies with the V-LDR bulk standards.

10) The applicant shall provide a disclosure statement to all first homeowners in the development advising of the airport and associated over-flights as well as its proximity to the railroad and associated noise and vibration.

This condition will be incorporated into the Development Agreement.

11) All builders shall be encouraged to incorporate interior noise reduction measures into single family residential structures within the subdivision based on the Metropolitan Council's Builder Guide.

This condition will be incorporated into the Development Agreement.

12) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.

The City Engineer has reviewed the Final Plat and provided his comments in the attached memo. While most easement areas comply with the City Engineering Design Standards Manual there are a few outstanding issues as noted. The Applicant should note that any changes to the site plan or plat as a result of the VBWD, State and City process may be subject to additional City review if alterations to the Final Plat are needed. The City Engineer also identifies that additional easements are required to match the drainage swales identified on Lots 8,9,10 and 15 as noted in the staff memo. As stated previously, staff recommends that both of the City Engineer's memos be incorporated as a condition of Final Plat approval.

- 13) Prior to recording the Final Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements.
 - Staff is preparing a draft Development Agreement that will incorporate the conditions as noted within this staff report. The Development Agreement will be presented to the City Council for their review and consideration concurrent to the Final Plat review process.
- 14) The Applicant shall provide a detailed site plan for Lot 7 showing the proposed house location and screening/buffering to be approved by Council and protected by a landscape easement.

The City received a detailed site plan of Lot 7 on Oct 7, 2018 that is consistent with the Preliminary Plat with the exception of the attached garage (accessory building) to the principal structure. The condition also states that Lot 7 must include a dedicated landscape easement to buffer adjacent property. The Final Plat does not indicate a landscape easement on Lot 7. The Lot 7 Detail-Preliminary Plat illustrates the location of buildings that meet required setbacks and drive access, but it is not consistent with the Tree Preservation Plan (Landscape Plan) also submitted.

Additional review and comments from the City's Landscape Architect are provided within the attached memo dated November 27, 2018. Staff recommends that the Landscape Architect's memo and drafted conditions be incorporated as a condition of Final Plat approval.

ENGINEER'S COMMENTS.

The Applicant's preliminary plans were required to be updated to reflect the comments made in the City Engineer's memo dated May 20, 2018. All required modifications to the preliminary plans as requested by the City Engineer were incorporated into the plans. Since the preliminary plan set was reviewed, the Applicant has prepared the Final Plat, Construction Plans, Geotechnical Report and Stormwater Management Plan that were the subject of this review by the City's Engineer. The attached memos from the City Engineer are provided for your review and consideration. Staff recommends that the Final Plat Engineering Review Comments and the Construction Plan Review memos be incorporated herein, and that their contents be included as conditions of Final Plat approval.

RECOMMENDED FINDINGS.

Staff recommends the following draft findings regarding the proposed Final Plat:

- 1) That the Wyndham Village Final Plat is consistent with the approved Preliminary Plat; the Lake Elmo Comprehensive Plan and its Future Land Use Map; and the amended zoning for this property.
- 2) That the Wyndham Village Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, and is consistent with the City's engineering design standards with the corrections as noted by the City Engineering Review Comments and Construction Plan Review Memos dated November 5, 2018.
- 3) That the Wyndham Village Final Plat complies with the City's subdivision ordinance.

RECOMMENDED CONDITIONS OF APPROVAL.

Staff recommends the following conditions of approval:

- 1. All required modifications to the construction plans as requested by the City Engineer in a review letter dated November 5, 2018 shall be incorporated into the plans, and the plans shall be approved prior to recording the Final Plat.
- 2. Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the Northern Natural Gas Easement. The City must receive copies of the written permission prior to any site work or construction activity commencing on site.
- 3. If applicable, written landowner permission must be submitted for any off-site grading work and storm water discharges to adjacent properties.

- 4. The developer shall have the full property appraised and pay a cash contribution in lieu of land for park dedication equal to 10% of the fair market value of the entire parcel prior to recording of the Final Plat.
- 5. The developer shall obtain all required permits from Northern Natural Gas to perform construction work over the gas line that runs from north to south across this site prior to any site work or construction activity commencing on site.
- 6. The landscape plan shall be amended to include landscape easement on Lot 7 and shall be approved by the City prior to recording of the Final Plat.
- 7. The Development Agreement shall include language regarding a required principal structure setback of 20-feet from the Northern Easement area on Lots 8, 9, and 10 denoted on the Final Plat.
- 8. The Development Agreement shall include language that requires the Applicant to provide a disclosure statement to all first homeowners in the development advising of the airport and associated over-flights as well as its proximity to the railroad and associated noise and vibration.
- 9. The Development Agreement shall include language that encourages all builders to incorporate interior noise reduction measures into single family residential structures within the subdivision based on the Metropolitan Council's Builder Guide.
- 10. All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the Final Plat by City Officials.
- 11. Prior to recording the Final Plat, the Developer shall enter into a Development Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements.
- 12. The Applicant shall amend the Lot 7 Detail to show screening/buffering consistent with the City's ordinances, which shall be reviewed approved by the City's Landscape Architect prior to any site work being completed.

FISCAL IMPACT:

There would be no fiscal impact to the City at this time, as the developer would be required to pay for any amendments needed to accommodate the increase in REC units. When the property develops, it will have urban services and will pay sewer and water connection charges, building permit fees and any other fees as required per the City's ordinances.

RECOMMENDATION:

Staff recommends that the City Council approve the Wyndham Village Final Plat with the findings and conditions as noted herein.

ATTACHMENTS:

- 1. Application and Narrative
- 2. Final Plat
- 3. Lot 7 Detail Preliminary Plat, Wyndham Village
- 4. Tree Preservation Plan (Landscape) dated 8-30-2018
- 5. City Engineering Review Memo dated November 5, 2018
- 6. City Construction Plan Review Memo dated November 5, 2018
- 7. City Landscape Architect Review Memo dated November 27, 2018



October 12th, 2018

City of Lake Elmo Final Plat Narrative.

Property: 11580 30th Street North Lake Elmo MN 55043

James McLeod Revocable Trust (5.9 Acres)

Usage: Currently a single family ZONED: RURAL RESIDENTIAL

Proposer: Mr. and Mrs. James McLeod Revocable Trust, Land Owner.

JP Bush Homes, Developer.

The proposed subdivision is called "Wyndham Village". James McLeod and the Developer, JP Bush Homes desires to keep this proposed Development in harmony with the Comprehensive Plan.

Below are answers to the required written statement for the Final Plat Application.

- a. Owner James McLeod. 11580 30th St. N. Lake Elmo MN. Cell 651-442-8741. Developer, JP Bush Homes. 1820 Quinlan Ave Lakeland MN 55043. Cell 651-775-4222, email joe@joebushmn.com. Surveyor, Milo Horak, Landmark Scandia MN. Office, 651-433-3421. Engineer, Chuck Plowe 6776 Lake Drive Suite 110 Lino Lakes MN, Main, 651-361-8210
- b. 11580 30th Street North Lake Elmo MN 55043, current zoned RR, 5.9 Acres, PID 13.029.21.43.0001. Legal, part of the southwest quarter of the southeast quarter of section 13, township 29 north, range 21 west,
- c. Wyndham Village,
- d. We have provided an extensive buffer zone Tree Preservation plan that screens the site from 30th. We have inventoried the existing noninvasive trees and repurposing 53 of the feature trees for the Buffer area. In addition, there are nearly 50 more existing trees not being relocated but used in their natural setting. With the repurposing we only require 9 new trees to make the subdivision coincide with the neighboring subdivision and its plan. Please note that Mr. McLeod was very proud of his tree plantings throughout the years. 85% of trees inventoried and used were planted by Mr. McLeod. The remaining 15% of the trees are to be sold and repurposed by local landscapers. We also have submitted and received reply from the City Engineer that all conditions that were listed in the preliminary plat have been satisfied.
- e. The current development plan has base approval for Comprehensive plan amendment from Met Council and we believe will be an asset to the community. The density is 3 per acre per the preliminary plat approval.

- f. It is the intention of the developer and the owner to move the existing home onto lot 7 this year and if weather allows transplant trees and initiate grading with all phases of construction complete in the spring of 2019.
- g. The relocation of the existing home onto lot 7 presents a need for landscape screening on the West boundary. We can accomplish this with proper vegetation and have offered to place trees on the neighbor the Wests property to help in screening.
- h. Our development was primarily designed around the approved North port development.
- i. It was approved by the Metropolitan council that our development was constant with the comprehensive plan for Lake Elmo.
- j. NA
- k. There is no land offer, so a Park dedication fee will be the source of satisfying the requirements.

The above description along with all the required documents and planning that have been performed allow the Planning Commission and City Council proper information to make decisions on the Final Plat approval. Please accept our plan and submissions to the City of lake Elmo Planning Commission and City Council.

Joseph P Bush J.P. Bush Homes

Date Received:	
Received By:	
LU File #:	



651-747-3900 3800 Laverne Avenue North Lake Elmo, MN 55042

FINAL PLAT APPLICATION	
Applicant: JOE BUSH Address: 1820 QUINCAN AUE LAKELAND MN, 55047 Phone #: 651-715-4222 Email Address: JOE Q JOE BUSH MN, COM	
Fee Owner: JAMES N. LEON Address:	2
Property Location (Address): 11580 30TH ST.N. LAKE ELMO MN Complete (long) Legal Description: PART OF THE SOUTHWEST PUARTER OF THE SOUTH EAST QUERTER OF SECTION 13, TUNSHIP 29 N. RANKEZIW. PID#: 13.029.21.43.0001	1
General information of proposed subdivision: DEVELOPMENT OF 5.974 ACRES (NTO 10 HOME SITES 1-10, LOT WILL BE THE LOCATION OF HEW HOME THAT WAS THE PROPERTIES ORICINAL HOMESTEAD, THE PROPOSIED DEVELOPMENT IS A CUL. DE. SAC THAT CONNECTS HONTH INTO NORTH SUBDIVISION, OUTER 7000 OF THE EXISTING USABLE TREES WILL BE LEUSED IN THE DEVELOPMENT LANDSCAPING.	
in signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning inclinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application recedures and hereby agree to pay all statements received from the City pertaining to additional application expense.	
ignature of applicant: Date: 10/12/19	
ee Owner Signature fames a M Level Date: 10/13/2018	



FINAL PLAT APPLICATION REQUIREMENTS¹ All Subdivisions of Land creating four (4) or more lots

This handout is intended to provide guidance on putting together and submitting a Final Plat application for the subdivision of property in Lake Elmo. The purpose of the Final Plat is to incorporate all conditions placed on the Preliminary Plat application into the final plans, and to finalize all documentation for legal recording at the County. This steps completes the subdivision process.

In order to have your Final Plat application be complete and reviewed in a timely fashion, there are a number of steps that must be followed:

- 1. **Pre-submittal Meeting:** Contact City Staff to discuss the status of any outstanding Preliminary Plat conditions, to discuss the requirements for Final Plat application submittal and obtain another land use application.
- 2. **Final Plat Submittal:** Prepare an informational packet (described herein) that fulfills the Final Plat submittal requirements. Providing a detailed and thorough application packet will greatly reduce the overall review time. Submit your completed packet to Staff to initiate review.
- 3. Completeness Review: Staff will examine your submittal to determine if the application is complete, and contact you if additional information is required or was omitted. It is to your advantage to submit your materials as early as possible so Staff can assist you in meeting all requirements. Applications found to be incomplete will be returned to the applicant.²
- 4. Final Plat Review/Processing: Staff will process completed applications. This process typically requires at least one applicant revision and resubmittal of plans to work through review comments. The process may also include additional applicant meetings, requesting review comments from partnering agencies, and writing reports.
- 5. Planning Commission Meeting: Once the plans are revised to fully meet the Zoning and Subdivision Ordinance and Engineering Design Standards as outlined by Staff, planning and engineering reports are prepared and the item is scheduled for the next available Planning Commission meeting (2nd or 4th Monday of the month³).

The information provided in this document is intended to be a correct statement of the law as set forth in the Lake Elmo City Code and the laws of the State of Minnesota. However, the applicant should refer to the actual sources and consult with their own legal advisor regarding applicability to their application. In providing this information, the City makes no representations nor provides any legal advice or opinion.

² Minnesota State Statute 15.99 requires local governments to review an application within 15 business days of its submission to determine if an application is complete and/or if additional information is needed to adequately review the subject request.

Staff will determine when applications are reviewed based on the time needed to review the application and the number of items already scheduled on future agendas. Please note that meeting dates are ange due to holidays, lack of quorum, etc. Please contact City Hall to confirm all dates and times.

- 6. **Revisions:** If needed, the Final Plat is revised to address the Planning Commission's recommendation(s) and any outstanding review comments prior to City Council consideration.
- 7. City Council Meeting: Once the plans are finalized and ready for the City Council's consideration, staff reports are prepared and the Final Plat is placed on the next available City Council meeting agenda (1st or 3rd Tuesday of the month). Applicants are advised to attend both the Planning Commission and City Council meetings and be open to questions regarding the request.
- 8. Decision: The City Council will review the request and either grant or deny the Final Plat.
- 9. Title Work: If the Final Plat application is approved by the City Council, all title work must be reviewed and approved by the City Attorney before the plat is recorded by the County. The applicant shall provide evidence in a form satisfactory to the City Attorney that he/she has fee interest in the subject property.

Above all else, it is imperative that an applicant begin preparations as early as possible and to ensure that a complete application is submitted. Review by the Planning Commission will not occur until at least three weeks have passed from when the City has deemed the application complete.

Final Plat Fees: The City Council has established a non-refundable fee⁴ for processing Final Plat applications. Please see the current fee schedule on our website. In addition, the City requires that the applicant enter into an Escrow Agreement with the City and post an \$8,000 escrow to reimburse the City for all technical planning, engineering, public works and legal review.

You will find that a great deal of the information requested for a Final Plat application matches the requirements for Preliminary Plat application submittal. While we have your original applications, the City does require that all applicants submit a new and complete application at every stage of the development process (updating information as needed). This allows us to track changes as the application progresses through the various levels of review. With this in mind, the following materials must be submitted prior to deeming an application complete:

Sub:	Req:	<u>Item:</u>
	<u> </u>	A completed land use application form signed by all property owners along with payment of the proper filing fee, escrow and escrow agreement.

⁴ Applicant is also responsible for any additional fees incurred by the City (i.e. engineering, planning, postage, legal expenses, et cetera).

- 2. Written statements providing information regarding your proposal. <u>Please provide a separate answer for each of the lettered items listed below</u> (answers must be submitted in both hard copy and electronic form-- MS Word format or PDF):
 - a. A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates.
 - **b.** A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s).
 - c. Final Subdivision and Lot Information:
 - i. The name of the Final Plat.
 - ii. A table listing the lot and block number, size of lot, width of lot, and depth of lot.
 - iii. Final exact area calculations of parks, trails, and any other dedicated public open space; and estimated values of all dedicated land and improvements (trails, park equipment, sports fields, etc.).
 - iv. Final exact area calculations of wetlands and buffers.
 - v. Final proposed area calculations for all dedicated right-of-ways.
 - vi. Proposed legal descriptions for: all lots, easements to be created (if not being dedicated on the plat), and easements to be vacated (if any).
 - **d.** An explanation of how issues have been addressed since the Preliminary Plat phase of the development.
 - e. A statement showing the final density of the project with the method of calculating said density shown.
 - f. Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc) necessary to serve the subdivision.
 - g. If applicable, a narrative addressing how concerns/issues raised by neighboring properties have been addressed (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed).
 - h. If applicable, a description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated.
 - i. Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area.

Written statements continued:

- **j.** If applicable, provide a description of proposed lakeshore access (i.e. shared dock with multiple slips, individual docks for each lot, etc.).
- k. A description of proposed parks and/or open space, including a brief statement of the overall land dedication of fees to be paid in lieu of land dedication that meets the public land dedication requirements of the Subdivision Ordinance.
- 1. A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

3.	Plat & Associated Plans: Ten (10) packets of reduced size (11x17) and five (5) packets of full plan size (24x36) containing each of the following required pieces of information depicting the proposed subdivision. Each document shall be at a consistent, readable, and measurable engineering scale, include a title and a page number (Sheet 1 of 5±, Sheet 2 of 5±, et cetera). Staff will assist you in determining what is required. The plan sets will not be considered complete unless all required elements are included. Additionally, each of the packet items must be submitted in an electronic format (.jpg, .pdf, etc.) for use in presentations.
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The following pages outline the information that is required to deem your application complete.

Final F	Plat:	
Sub:	Required:	Item:
	<u> </u>	Administrative Information:
		 Appropriate identification of the drawing (i.e. final plat, grading plan, etc).
		Name of the subdivision, which shall not duplicate or too closely approximate the name of any existing platted subdivision in Washington County. Proposed names must be verified by the Washington County Recorder.
		 Signature of surveyor, engineer, landscape architect, and all other professionals certifying the documents.
		Date of plan preparation with revision date(s) (if any).
		 Graphic scale and true north arrow(engineering scale only, not less than one (1) inch equals one hundred (100) feet.
		 A complete Legend depicting all line types and symbols used within the plans.
		Final Plat continued:
	☐ 2.	General Property Information:
		 Address(es) and PID(s) for the subject property.
		Existing legal description(s) for the subject property.
		Existing parcel boundaries shown with survey measurement data matching the existing legal description of the parcel of land to be platted.
		■ Date of survey.
		 Name, address, and phone number of landowner (and subdivider if not the same)
		 Name, address, and phone number of engineer, surveyor, landscape architect, or land planner preparing the plat (include registration #'s)
	☐ 3.	Indication of the gross area being subdivided and the proposed number of lots shown in square feet and acres.
	☐ 4.	Existing site improvements within the parcel of land to be platted and for a distance of 150 feet outside of the parcel boundaries.
	<u> </u>	Zoning district(s) of the land being subdivided (if more than one zoning district, zoning boundary lines must be shown) and proposed future zoning for the subdivided land.

	<u> </u>	Layout of proposed lots with future lot and block numbers. The boundary lines of the subdivision should be clearly distinguishable from other property lines. Denote outlots planned for public dedication and/or open space (schools, parks, trails, stormwater ponds, etc.).
	7.	Layout of existing property lines if (different from proposed lot lines). Existing lot lines should be easily distinguishable from the proposed lot lines and not be a prominent feature on the plat.
		Denote the area within each of the proposed parcels (in the appropriate units of acres and/or square feet)
	<u> </u>	Existing contours at intervals of two feet. Contours must extend a minimum of 150 feet beyond the boundary of the parcel(s) in question.
	<u> </u>	Delineation of wetlands and/or watercourses on the plat and within 150 feet of the perimeter of the subdivision parcel. The ordinary high water elevation and the 100 year flood elevation shall be shown for all existing water bodies.
	<u> </u>	Location, width, and names of existing and proposed streets within and immediately adjacent to the subdivision parcel, showing pavement type and width.
		Final Plat continued:
	12.	All easements of record within or adjacent to the plat.
	☐ 13.	Lines establishing the buildable area on each lot (setbacks)
	<u> </u>	Boundary lines of adjoining parcels within three hundred fifty (350) feet beyond the plat. Individual parcels shall be identified by name and ownership including all contiguous land owned or controlled by the subdivider.
	<u> </u>	Location and dimensions of existing buildings or significant above ground structures on or within one hundred and fifty (150) feet of the outer plat boundary.
	☐ 16.	Location of any unique natural and/or historic features (if any)
Final	Grading, Dra	inage& Erosion Control Plan:
Sub:	Required:	Item:
	<u> </u>	Appropriate identification of the drawing as a "final grading, drainage and erosion control plan."
	☐ 2.	Administrative information as required for the Final Plat

☐ 3.	Final Grading Plan: The developer shall submit a final grading, drainage and erosion control plan utilizing a copy of the current certificate of survey as a base for the site in question, prepared and signed by a Minnesota licensed engineer, depicting the following information:
	4. North arrow and date of preparation.
	5. Graphic Scale (engineering scale only, not less than one (1) inch equals fifth (50) feet).
	 For each lot, provide lot and block numbers, building pad location, building type and proposed building first floor elevation, low floor elevation and elevation at garage slab.
	7. Stormwater Management Plan, with a narrative, including the configuration of drainage areas and calculations that meet the requirements of the City Code and/or applicable Watershed Standards.
	8. Location of all natural features on the tract. Natural features are considered to include, but are not limited to the following: tree lines, wetlands, ponds, lakes, streams, drainage channels, bluffs, steep slopes, etc.
	Final Grading, Drainage and Erosion Control Plan continued:
	 All delineated Wetlands and watercourse buffers per the City and Watershed standards; and wetland replacement plan, if needed.
	10. Location of all existing storm sewer facilities, including pipes, manholes, catch basins, ponds, swales, and drainage channels within one hundred fifty (150) feet of the tract. Existing pipe type, grades, rim and invert elevations and normal and high water elevations must be included.
	11. Normal water level (NWL) and 100-year high water level (100-year HWL) for all water bodies, existing and proposed.
	12. Spot elevations at drainage break points and emergency overflows (in BOLD) with directional arrows indicating site, swale and lot drainage.
	13. Retaining Walls (wall heights and elevations).
	14. Locations, grades, rim and invert elevations of all storm sewer facilities, including ponds and BMP's proposed to serve the tract.
	15. Locations and elevations of all street high and low points.
	16. Street grades shown.
	17. Provide phasing plan for site grading.

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				18. All soil erosion and sediment control measures to be incorporated during and after construction must be shown. Locations and standard detail plates for each measure must be included on the plan using Lake Elmo city standard details. Plan must meet the requirements of MPCA General Permit Construction Activity.	
				19. All revegetation measures proposed for the tract, including seed and mulch types and application rates must be included on the plan.	
				20. Existing contours at two (2) foot intervals shown as dashed lines (may be prepared by a Minnesota licensed surveyor). Existing contours shall extend one hundred fifty (150) feet outside of the tract.	
				21. Proposed grade elevations at two (2) foot intervals shown as solid lines.	
				22. Other information as required and outlined in the City Plan Sheet Format Requirements.	
	Final	Utility P	lan:		h-4
	Final Sub:	Utility P		Item:	
					-
CONTROL SEASON			ed:	<u>Item:</u>	-
			ed: 1.	Item: Appropriate identification of the drawing as a "final utility plan."	\$11 to 1000 mg.
			ed: 1. 2.	Item: Appropriate identification of the drawing as a "final utility plan." Administrative information as required for the Final Plat Final Utility Plan, prepared and signed by a Minnesota licensed	
			ed: 1. 2.	Item: Appropriate identification of the drawing as a "final utility plan." Administrative information as required for the Final Plat Final Utility Plan, prepared and signed by a Minnesota licensed engineer, depicting the following information: 4. Easements: Location, dimension and purpose of all utility	

er Che or Luke Elmin
7. Water Supply, Public: Water mains shall be provided to serve the subdivision by extension of an existing community system wherever feasible. Service connections shall be stubbed to the property line. Extensions of the public water supply system shall be designed so as to provide public water in accordance with the engineering design standards as approved by the City Engineer and in accordance with the City's Comprehensive Water Plan. The Final Utility Plan shall indicate the location of all hydrants and valves.
8. Water Supply, Private: In areas where public water supply is not available, individual wells shall be provided on each lot, properly placed in relationship to the individual sewage disposal facilities. Well plans must comply with the State Well Code, as may be amended, and be submitted for the approval of the City Engineer.
9. Sewage Disposal, Public: Sanitary sewer laterals and service connections shall be installed in accordance with the design standards of the City as approved by the City Engineer. The Final Utility Plan shall provide the locations, grades, rim and invert elevations, and sizes of all proposed sanitary sewer facilities to serve the tract.
Final Utility Plan continued:
10. Sewage Disposal, Private: All individual sewage treatment systems shall be installed in accordance with all applicable State, County, and City requirements.
11. Other information as required and outlined in the City Plan Sheet Format Requirements.
torm Sewer Plan:
d: <u>Item:</u>
 Appropriate identification of the drawing as a "final street & storm sewer plan."

Appropriate identification of the drawing as a "final street & storm sewer plan." Administrative information as required for the preliminary plat Final Street and Storm Sewer Plan, prepared and signed by a Minnesota licensed engineer, depicting the following information: Layout of proposed streets showing the proposed lot lines, right-of-way widths, and proposed names of streets in conformance with the County Uniform Street Naming and Addressing System.

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			5. Locations and widths of proposed streets, alleys and pedestrianways.
			6. Location, dimensions and purpose of all easements.
			 Annotation of street geometrics for all horizontal curves, tangent lengths and corner radii.
,			8. Centerline profile and gradients for all streets, with vertical geometrics annotated on the plan profiles.
			9. Typical cross section of proposed street improvements.
			10. Minimum front and side street building setback lines.
			11. When lots are located on a curve, the width of the lot at the building setback line.
			12. Location and number of off-street parking spaces (guest, handicapped, bicycle, motorcycle, etc.) including typical dimensions of each. Note: not required for single family residential developments.
			 Other information as required and outlined in the City Plan Sheet Format Requirements.
	Final	Tree Preserv	ation Plan ⁵ ;
	Sub:	Required:	Item:
		1,	Appropriate identification of the drawing(s) as the "final tree preservation plan."
		<u> </u>	Administrative information as required for the Final Plat.
		<u> </u>	Final Tree Preservation Plan, prepared and signed by a Minnesota licensed forrestor or landscape architect, depicting the following information:
			4. Tree inventory and survey, including a total listing of all healthy significant trees, all healthy significant trees to be removed and all healthy significant trees to remain. Information should be presented in both graphic (at a scale not less than one (1) inch equals one hundred (100) feet) and tabular form (charts listing significant trees by field tag number).

5. General description of the trees on the site not meeting the significant size threshold.

⁵ All tree preservation plans shall be certified by a forester or landscape architect.

				6. Locations of proposed buildings, structure, or impervious surfaces.
				7. Delineation of all areas to be graded and limits of land disturbance.
				8. Identification of all significant trees to be removed in the
				construction area, presented in both graphic and tabular form. 9. Measures to protect the significant trees that are to remain.
				10. Size, species, number and location of all replacement trees proposed to be planted on the property in accordance with the Mitigation Plan, if necessary, presented in both graphic (at a scale not less than one (1) inch equals one hundred (100) feet) and tabular form.
	Final	Landscap	ing	Plan ⁶ :
	Sub:	Require	<u>d:</u>	Item:
			1.	Appropriate identification of the drawing(s) as the "final landscaping plan."
			2.	Administrative information as required for the Final Plat.
			3.	The proposed location, size, quantity, and species of all existing and proposed plant materials as required in §154.258. Information should also be provided in tabular form.
				Final Landscaping Plan continued:
			4.	Methods for protecting existing trees and other landscape material, consistent with §154.257.
			5.	Proposed structural and ground cover materials.
			6.	Proposed provisions for irrigation and other water supplies.
			7.	If required, proposed screening showing details and typical cross- sections.
·				
	Ghost proper	Plat (Note ty as guide	e: G ed l	thost Plat may be required dependent on potential future land uses of adjacent by the City's Comprehensive Plan):
	Sub:	Required	<u>d:</u>	<u>Item:</u>
			1.	Appropriate identification of the drawing as a "ghost plat."
			2.	Administrative information as required for the Final Plat.
			3.	Show potential future subdivision possibilities for the land if your proposal was approved (i.e. if you are not subdividing to the maximum density, how might the land be further divided in the future to reach the maximum density).

⁶ All landscape plans shall be certified by a landscape architect.

		4. Indicate how the proposed subdivision will relate to potential future subdivisions of adjacent properties (you may need to ghost plat development on adjacent properties to establish this relation).						
	Electronic files							
	Sub:	lequired: Item:						
		 A cd or flashdrive must be submitted which includes electronic files for the written statements regarding the proposal, the plat and all associated plans. Staff can generally work with most file formats (.jpg or .pdf files are preferred). 						
<u>Sub:</u>	Req:	<u>Item:</u>						
	4.	Supplemental Information. Depending upon the submittal, the following items may also be required:						
		Feasibility report(s) for proposed individual on-site sewer and water systems. Such reports will be required with any future plat;						
		Supplemental Information continued:						
		Proposed protective covenants;						
		Ten (10) copies of a context diagram that graphically depicts how the development plan relates to its surrounding neighborhood or community context including the pedestrian, bike, and street (vehicular access) network (existing and potential);						
		A Traffic Impact Study (TIS) (6 copies) prepared in accordance with State, County and/or City Engineering guidelines;						
		A soil survey and report;						
		Signed letters of intent indicating that all required off-site easements and off-site rights-of-way necessary for the project could be negotiated and obtained;						
		A hydrological/groundwater report;						
		Any other special natural area or environmental study or report pursuant to Lake Elmo Code as requested by the City, if such exists or is deemed necessary;						

Floor Pr	est Appliferentes Communicación	· Her though
		Any other information required by Staff, Commissioners, or Council Members necessary to provide a complete review of the preliminary plat and associated plans ⁷ . Additional items include:
<u>Sub:</u>	Req:	Item:
	<u> </u>	Variances: If you are requesting variances in any portion of the submitted Final Plat, the City asks that you list each of the requested variances and provide an explanation as to why each is necessary and cannot be avoided. Additionally, you must provide written answers to the following questions:
		 Identify the unusual hardship on the land that necessitates the variance request; and
		(2) Explain the nature of the proposed use of land and the existing use of land in the vicinity of the property; and
		(3) Estimate the number of persons to reside or work in the proposed subdivision; and
٠		(4) Indicate the anticipated effect of the proposed subdivision upon traffic conditions in the vicinity.
Sub:	Req:	Item:
	☐ 6.	Additional Applications: If your request involves a rezoning request, additional applications will be required.
		Zoning Map Amendment Application
	construc may be construc	city Council approval of Final Plat, and prior to any construction commencing, a prection meeting must occur for both grading and street utility construction. These meetings combined into one meeting provided all items on both check lists are completed. Prection meetings may not occur before the City Council approves the Final Plat and oment Agreement.
Check	list for Pre	-Construction Conference for Grading
1.		Payment of Development Fees
2.		Issuance of securities on City of Lake Elmo approved form

Number of copies, size, and other such administrative details may also be imposed when requiring additional information.

FINOLPS:	4 Appli, alb	CHY Of Lake Einea
3.		Copy of Certificate of Insurance for both Developer and General Contractor identifying City of Lake Elmo as additional insured on City of Lake Elmo approved form
4.		Copy of NPDES card
5.		Grading specifications
6.		Proposed construction schedule
7.		List of subcontractors and contacts
8.		List of materials and suppliers
	other	to grading operations commencing, contractor shall install all perimeter erosion control and required erosion control best management practices and have the site inspected and wed by the City of Lake Elmo's Water Resource Manager.
Check	list for P	re-Construction Conference for Streets and Utilities
1.		Payment of Development Fees
2.		Issuance of securities on City of Lake Elmo approved form
		Street and Utility Pre-Con Checklist continued:
3.		Copy of Certificate of Insurance for both Developer and General Contractor identifying City of Lake Elmo as additional insured on City of Lake Elmo approved form
4.		Approved construction plans and specifications. (Note: these may not be the same as the approved Final Plat Street and Utility Plans. Questions about construction plans and specifications should be directed to the City Engineer)
5.		Minnesota Department of Health Watermain Permit
6.		Minnesota Pollution Control Agency Sanitary Sewer Extension Permit
7.		Proposed construction schedule
8.		List of subcontractors and contacts
9.		List of materials and suppliers

State Statutes provide City staff with fifteen (15) business days to review an application to determine if it is complete. Applications found to be incomplete will be returned to the applicant. Please contact staff at (651) 747-3900 if you have any questions.

Thank you!

This handout last updated on 6/9/2016



City of Lake Elmo Escrow Agreement for Municipal Review Services

Deposit Agreement

Own	AGREEMENT is made this 17 day of 2018, by the Applicant and er (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake
Elmo	o, a municipal corporation of Minnesota (hereinafter referred to as "City").
A.	"Applicant" whose name and address is:
	IP BUSH HOMES 1820 QUINLAN
	AJE LAKELAND MN,
	(05,-175-4222
В.	"Owner" whose name and address is:
٥.	
1	SAMESMOLDOS
	1 1530 307H ST. N. 55042
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	RECITALS
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	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One)
	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One) 1. Concept / Sketch Plan
	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One) 1. Concept / Sketch Plan 2 Preliminary Plat
	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One) 1. Concept / Sketch Plan
	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One) 1. Concept / Sketch Plan 2 Preliminary Plat 3. Final Plat
	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One) 1. Concept / Sketch Plan 2 Preliminary Plat 3. Final Plat 4. Planned Unit Development
	RECITALS EREAS, the Applicant has applied to the City for approval for one or more of the following: le One) 1. Concept / Sketch Plan 2 Preliminary Plat 3. Final Plat 4. Planned Unit Development 5. Open Space Development

WHEREAS, the Applicant acknowledges the receipt of benefit to the property, from the City's technical and compliance review of the application; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City; and provide security to the City for the payment of all review costs incurred by the City.

NOW THEREFORE, the City and Applicant agree as follows:

- 1. Requirement. The Applicant is required to make the necessary deposits prior to the process of municipal planning, public works, legal & engineering review commences.
- 2. Review Process. Applicant acknowledges and agrees that the City shall commence to review and process the review request checked above at such a time that this Agreement is executed by all parties and the cash required for the specific review is deposited and posted by the City's Finance Department. The City may provide a review completion schedule to the Applicant at the time of deposit. The City reserves the right to modify the schedule based on the completeness of the application, the need for additional information for review, or revisions to the application that may occur during the scheduled review.
- 3. Use of Deposited Funds. The City may draw upon the deposits to pay the costs it incurs in connection with reviewing the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates charged by the City or its consultants, determined according to the City's adopted fee schedule. A copy of the current administrative and consulting rates is attached as Exhibit "A", which rates are subject to change by the City, without notice to the Applicant. Exhibit "A" should not be construed as an exhaustive list of consultants and Applicants shall be responsible for all other consulting fees related to the application. The City shall provide Applicant with the applicable rates for consultants used in the review prior to commencement. This Agreement does not pertain to ancillary charges incurred by reviewing of other governmental bodies, including but not limited to, Soil & Water Conservation Districts, Washington County Government, Water Shed, or any other unit of government that may, by right, have review authority.
- 4. **Conditions of Deposit.** The following stipulations and conditions shall apply to the deposit account for review services contemplated under this Agreement.
 - a. Payment shall be made to City consultants, included but not limited to legal and planning, in the amounts billed to the City, according to consulting rates in effect at the time of the execution of the agreement. Such consulting deemed necessary for the proper review of the application shall be at a usual and customary rate as it relates to the subject matter of the application for payment as determined by the City.
 - b. The City shall reimburse itself from deposit accounts for all costs and expense incurred by the City in connection with the implementation and enforcement of this Agreement. Reimbursement shall occur on a monthly basis and the City's Finance Department shall notify Applicant of the reimbursement via account reconciliation report.
 - c. The City shall not be responsible for paying any interest on the money deposited under the Agreement.
 - d. If in the discretion of both the City's Finance Department and the Community Development Department, there is deemed to be an inadequate balance in the deposit account to pay for all fees and costs incurred by the City, the City will notify the Applicant for the need for an additional deposit. The total of the additional deposit shall be calculated by City staff based on the amount of work yet to be completed in the review of the application. Applicant

agrees to make the additional deposit within (10) days of a receipt of such notice. For purposes hereof, receipt of notice shall be deemed made upon the depositing of the notice in the U.S. Mall, postage paid. In the event, the Applicant fails to make the additional deposit with (10) days of receipt of the notice, the City will terminate its review process and not re-commence until the appropriate deposit is made and posted by the City's Finance Department.

- e. No applications will be processed or forwarded to the appropriate governing reviewing body by the City until all amounts due under this Agreement have been paid in full.
- 5. **Positive Balance in Escrow Accounts.** Upon the happening of any of the following events, the balance in the deposit account less outstanding fees shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant for payment: (1) completion of the development process; or (2) the application is withdrawn by the Application; (3) the applicant is denied by the City for any reason.
- 6. Deposit Amounts. The initial deposit amount contemplated for each the purposes described under the Agreement, which may be revised by the City from time to time, are set forth for Exhibit "B" attached hereto.
- 7. **Accounting.** If there has been activity in the account, the City will provide a monthly accounting of all expenses charged against the account or when requested by the Applicant. An accounting will also be provided when the City notices the need for an additional escrow deposit.
- 8. Terms of Breach. In the event of any terms of this Agreement are breached by the Applicant, including, but not limited to failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or order the Applicant to cease any further development or progress under the terms of this Agreement, or both. Applicant Indemnifies and holds the City harmless from any liability, claim, action or suit by or any obligation to the Applicant arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement or action on the Application. The Applicant shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City any terms and conditions of this Agreement.
- 9. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement.
- 10. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.
- 11. Amendments. The terms of this Agreement shall not be amended without the written consent of the City and all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

APPLICANT	OWNER:	
By: Its:	By: Scim	es m'Irod nes Trustes
By: lts:		
STATE OF MINNESOTA) COUNTY OF WASHINGTON)		Jim Notary
County, personally appeared	n described in and who exect	te a Notary Public within and for said to me uted the foregoing instrument and her / their free act and deed.
	TERENA GOODSIDE MY COMMISSION # GG 181038 EXPIRES: February 4, 2022 Bonded Thru Notary Public Underwriters	Notary Public
STATE OF MINNESOTA	Solida Marvay Fasio Sista Micro	
) ss. COUNTY OF WASHINGTON)		
County, personally appeared	n described in and who exec	uted the foregoing instrument and
		Notary Public

CITY OF LAKE ELMO

	By: Kristina Handt
	Its: City Administrator
Attest: Julie Johnson, City Clerk	
· ,	
STATE OF MINNESOTA)	
) ss.	
COUNTY OF WASHINGTON)	
On this day of	201 hoforn man Matom. Dubita with in an different
County, personally appeared	, 201 , before me a Notary Public within and for said to me
personally known, to be the person described	f in and who executed the foregoing instrument and
acknowledged that he / she/ they executed the	hat same as his / her / their free act and deed.
	Notary Public



Lake Elmo City Hall 651-747-3900 3800 Laverne Avenue North Lake Elmo, MN 55042

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined by the City, that the City incurs in reviewing this application and shall provide an escrow deposit to the City in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

Signature of applicant

Date

Date

Date

Date

Phone

O

Phone

O

Color of application.

Name and address of Contact (if other than applicant)

Name and address of Contact (if other than applicant)



Signature

Lake Elmo City Hall 651-747-3900 3800 Laverne Avenue North Lake Elmo, MN 55042

AFFIRMATION OF SUFFICIENT INTEREST

authorization from the owner to pursue the described action.

Name of applicant James R McLead
(Please Print)

Street address/legal description of subject property 11500 30TH ST. N. LAKE ELMO

PART OF THE SOUTH WEST DUARTER OF THE

SOUTHERST QUARTER OF SECTION 13 Normship 29

NORTH, RANGE ZI WEST

PIDT 13029 2143 000/

I hereby affirm that I am the fee title owner of the below described property or that I have written

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:

TitleSmart, Inc.

Issuing Office:

4810 White Bear Parkway #100, White Bear Lake, MN 55110

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

69765

Issuing Office File Number:

69765

Property Address:

11580 30th St. N, Lake Elmo, MN 55042

Revision Number:

1. Commitment Date: at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Standard

\$0.00

Proposed Insured:

(b) 2006 ALTA Loan Policy

Standard

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

James R. McLeod Revocable Trust

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Chicago Title Insurance Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Chicago Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

The east 460.50 feet of the west 1273.00 feet of the south 498.60 feet, and also the east 139.50 feet of the west 812.50 feet of the south 219.30 feet of the SW 1/4 of SE 1/4 of Section 13, Township 29, Range 21, Washington County, Minnesota.

Abstract land.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY Chicago Title Insurance Company

Requirements

File No.: 69765

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. This commitment is for plat approval purposes only. The land described on Schedule A 5 herein will be platted into lots in Wyndham Village, Washington County, Minnesota.
- 6. Notwithstanding anything to the contrary herein, TitleSmart does not hereby offer to insure the subject land nor will any policy be issued hereunder.
- 7. Note: Public records indicate no open mortgages. Please verify no liens or mortgages are to be paid at closing.
- 8. Abstract land.
- 9. If there are any questions about this commitment, contact Tom Church, email tom@title-smart.com

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY Chicago Title Insurance Company

Exceptions

File No.: 69765

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. Liens or deferred charges for sewer, water mains and service pipes, not shown on the tax roll.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- 4. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 5. Rights or claims of parties other than Insured in actual possession or any or all of the property, which are not shown by the public record.
- 6. Easements, or claims of easements, which are not shown by the public record.
- 7. Taxes or special assessments, if any, payable with the taxes levied or to be levied for the current year and subsequent years, which are not shown by the public record.
- 8. General taxes for the current year and subsequent years, which are not shown by the public record.
- 9. Any claims of adverse possession or prescriptive easement, which are not shown by the public record.
- 10. Taxes due and payable in the year 2018 in the amount of \$7,420.00 are paid in full. The base tax amount is \$7,417.00. Note: Real Estate Taxes for 2017 and prior years are paid. Taxes due and payable in the year 2018 are not yet available.

The real estate tax property I.D. or Plat and Parcel Number is PIN: 13.029.21.43.0001.

The 2018 taxes are non-homestead. No representation is made regarding subsequent years' homestead tax status.

- 11. Rights of tenants as tenants only.
- 12. Levied and/or pending special assessments of record, if any, which may be a lien against the land.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY Chicago Title Insurance Company

Exceptions

- 13. Sixty-six-foot wide easement for gas pipeline purposes the centerline of which is described as commencing at a point in the North line of the South 498.60 feet of the SW 1/4 of SE 1/4 of Section 13, Township 29, Range 21, Washington County, Minnesota distant 307.61 feet East of the East line of the West 538.0 feet of said the SW 1/4 of SE 1/4; thence Southerly to the South line of said Section 13 to point therein distant 849.62 feet East of the Southwest corner of said Section 13, and there terminating, as shown by Document No. 384029.
- 14. Easement for road purposes over that part of the subject property described as the Southerly 33 feet, as shown by maps or plats of record.
- 15. Easement for road purposes over the Southerly part of the subject property as shown by the Preliminary Plat of Wyndham Village.
- 16. Easements for drainage and utility purposes as shown by the Preliminary Plat of Wyndham Village.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies that provide title insurance, technology, and transaction services to the real estate and mortgage industries (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF

Collection and Use of Information:

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- · Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways that Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third-Party-Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry optout at http://www.networkadvertising.org/.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.

- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.
 More information can be found in the Help system of your browser.

Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition

of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed

and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354 privacy@fnf.com

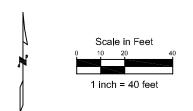
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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

WYNDHAM VILLAGE KNOW ALL PERSONS BY THESE PRESENTS: That James R. McLeod and Lavonia M. McLeod as Trustees of the James R. McLeod Revocable Trust, owners of the following described property situated in the City of Lake ELmo, County of Washington, State of CUILOI G Washington County cast iron monument ROREBORE at the North Quarter corner of Section 13, T29N, R21W. The east 460.50 feet of the west 1273.00 feet of the south 498.60 feet, and also the east 139.50 feet of the west 812.50 feet of the south License No. 9232-219.30 feet of the Southwest Quarter of the Southeast Quarter of Section 13, Township 29 North, Range 21 West. License No. 9232-589°34'25"W Have caused the same to be surveyed and platted as WYNDHAM VILLAGE, and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat. 181.34 NORTH LINE OF THE — / SOUTH 498.60 FEET In witness whereof said James R. McLeod and Lavonia M. McLeod as Trustees of the James R. McLeod Revocable Trust, have L=9.67 hereunto set their hands this _____ day of _____, 201___. Δ=02°31'08" VICINITY MAP CB=509°56'39"W NOT TO SCALE Δ=21°07'23" James R. McLeod, Trustee of the Lavonia M. McLeod, Trustee of the James R. McLeod Revocable Trust James R. McLeod Revocable Trust This instrument was acknowledged before me on ___ by James R. McLeod and Lavonia M. McLeod as Trustees of the James R. McLeod Revocable Trust. \ Δ=15°28'42" Δ=14°51'29" \ My Commission Expires _ Δ=06°07'28" *Δ=05°55′05*" L=14.13 SURVEYOR'S CERTIFICATION Δ=04°45'47" I, Milo B. Horak, do hereby certify that this plat was prepared by me or under my direct supervision; 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 ∆=52°07'17"/ labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; _589°34'25"W _ _ _ <u>110.98</u> that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat. L=55.12 Section 13, T29N, R21W /Δ=52°38'20" City of Lake Elmo, Washington County, Minnesota Milo B. Horak, Licensed Land Surveyor Minnesota License No. 52577 License No. 9232no plastic cap — -589°34'25"W 139.51 NORTH LINE OF THE $-^{\prime}$ SOUTH 219.30 FEET ____ by Milo B. Horak, Licensed Land Surveyor. This instrument was acknowledged before me on My Commission Expires 584°50'03"W 276.51 PLANNING COMMISSION OUTLOT A Approved by the Planning Commission of the City of Lake Elmo, Minnesota, this _____ day of _____, 201__. .1273.00. Chair, Planning Commission Secretary, Planning Commission 589°49'17"W ..812.50.. CITY COUNCIL 61.30 90° || **← −33− → ← −33−** 330.70 This plat was approved by the City Council of Lake Elmo, Minnesota, this _____ day of ___ 584°47'12"W certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2. N87°24'18"W NORTH 171.29 STREET 30 T H South line of the SE 1/4, Mag nail at the South Quarter corner Section 13, T29N, R21W. - -City Administrator of Section 13, T29N, R21W. N89°34'25"E 600.02 nail and disk monument,— **COUNTY SURVEYOR** --5 89°34'25" W 2639.10 --License No. 40344 SOTH 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 _____, 2018. Washington County Surveyor Legend COUNTY AUDITOR/TREASURER O Denotes set 1/2 inch iron pipe, 18 inches long, with a plastic Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, and Section 272.12, taxes payable in the year 201___, on real estate cap inscribed HORAK LS 52577. hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this ____ Drainage and utility easements are shown thus: Denotes found 1/2 inch iron pipe monument, with a plastic cap, License Number 40344, unless otherwise noted. L= Denotes length of curve. Scale in Feet Washington County Auditor/Treasurer R= Denotes radius of curve. Δ = Denotes delta angle of curve. **COUNTY RECORDER** CB= Denotes chord bearing. 1 inch = 40 feet Distances are in feet and decimals of a foot, unless otherwise noted. Document Number _ Distances shown to the nearest foot, 10,33, 60, etc., are exact extrinsic values. Being five feet in width and adjoining all lot lines and I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this __ being ten feet in width and adjoining all public ways, The orientation of the bearings are based on the south line of the Southeast __, 201__ at ____o'clock ____.M. and was duly recorded in Washington County Records. unless otherwise indicated on this plat. Quarter of Section 13, Township 29 North, Range 21 West, which is assumed Landmark Surveying, Inc. to bear North 89 degrees 34 minutes 25 seconds East. Office number: 651-433-3421 Washington County Recorder Deputy Scandia, Minnesota 55073 E-mail: inthefield@frontiernet.net

LOT 7 DETAIL - PRELIMINARY PLAT, WYNDHAM VILLAGE



PROPOSED LOT 7 COVERAGE:

HOUSE 4,690 SQ. FT.
DRIVEWAY 6,550 SQ. FT.
DECKS & WALKS 1,000 SQ. FT.
(NOT SHOWN)

TOTAL

12,240 SQ. FT.

28.0% OF LOT IS COVERED

BUILDING SETBACKS:

FRONT YARD - 25 FET

SIDE YARD - 10 FEET (PRINCIPAL STRUCTURE)

SIDE YARD - 5 FEET (GARAGE)

REAR YARD - 20 FEET

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Landmark Surveying, Inc.

DRAFT COPY

Milo B. Horak, License No. 52577

Date: August 27, 2018

REVISED: 9/25/2018 per City review comments

REVISED: 9/27/2018 per developer comments REVISED: 11/26/2018 per developer comments

Landmark Surveying, Inc.

21070 Olinda Trail North

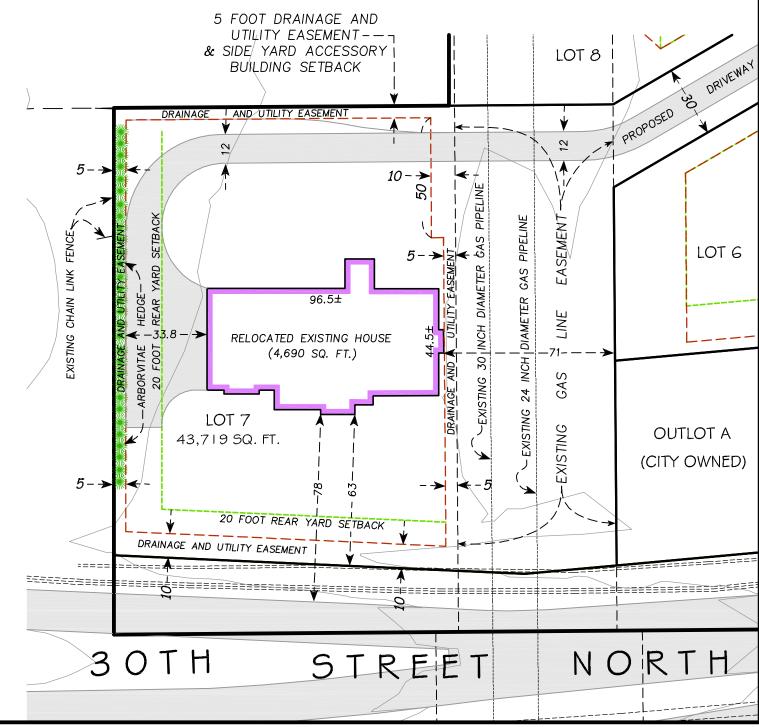
P.O. Box 65

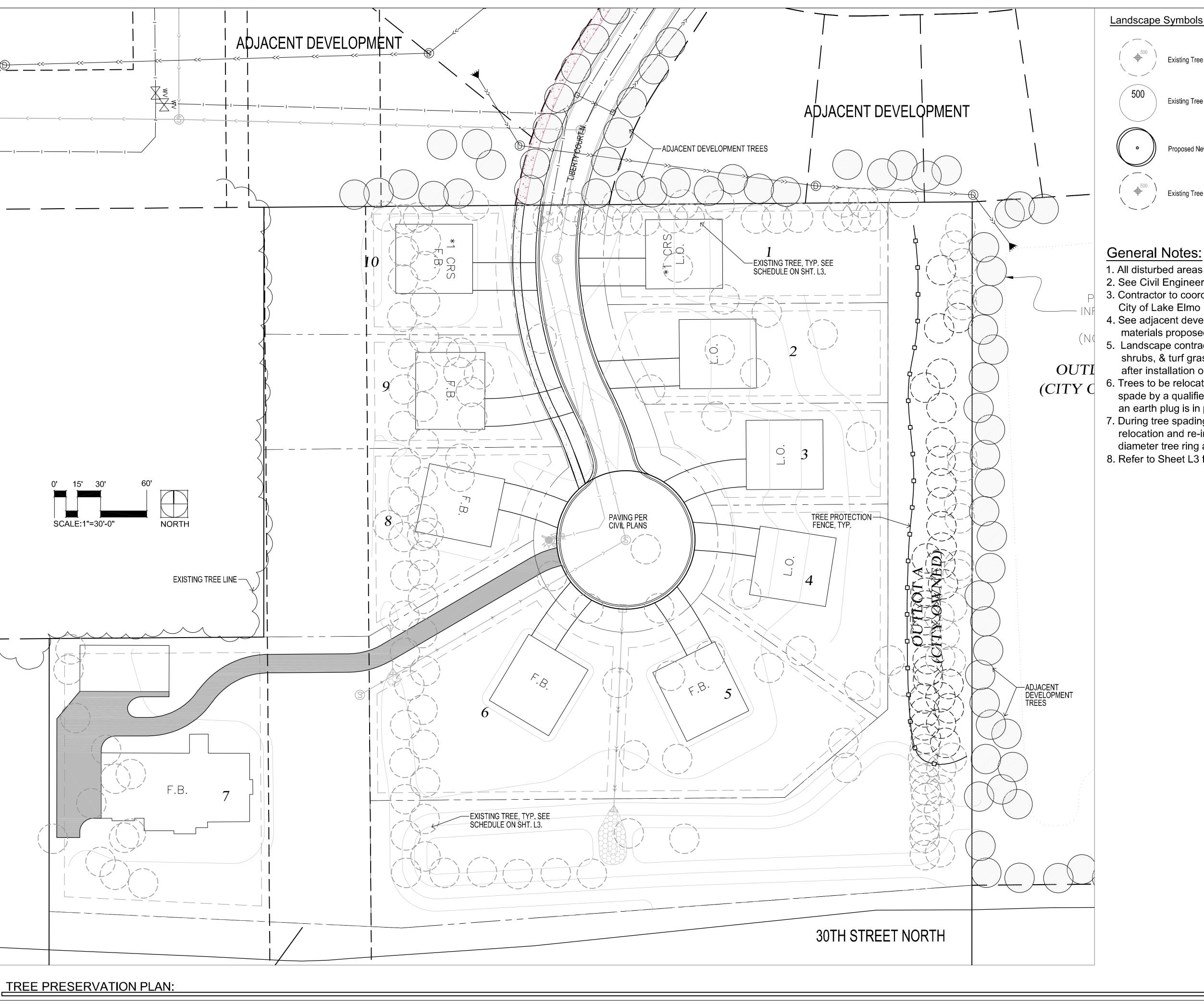
Scandia, Minnesota 55073

Office number: 651-433-3421 Cell number: 651-755-5760

E-mail: inthefield@frontiernet.net

SHEET 3 OF 3 JOB NO. 2016-70





Landscape Symbols Legend:

Existing Tree to be Removed or Re-Located

Existing Tree in New Location (Spaded)

Proposed New 2.5" Cal. Tree

- 1. All disturbed areas to be sodded by developer.
- 2. See Civil Engineer's plans for site plan layout and dimensions.
- 3. Contractor to coordinate all work in the city right-of-way with City of Lake Elmo Public Works Department.
- 4. See adjacent developer's landscape plan for specific plant materials proposed along common property lines.
- 5. Landscape contractor is responsible for watering all trees, shrubs, & turf grass outside the irrigation limits for 30 days after installation or until plant establishment.
- 6. Trees to be relocated shall be moved with a mechanical tree spade by a qualified contractor. Fence-off any spade holes until an earth plug is in place.
- 7. During tree spading, flag the north side of trees before relocation and re-install tree in same direction. Install a 6' diameter tree ring around newly spaded trees.
- 8. Refer to Sheet L3 for Field Tree Inventory Log.

B.H. CHCKD BY: PROJ. NO. 18-143 ORIGINAL DATE: AUGUST 3, 2018

PREPARED FOR: J.P. BUSH HOMES

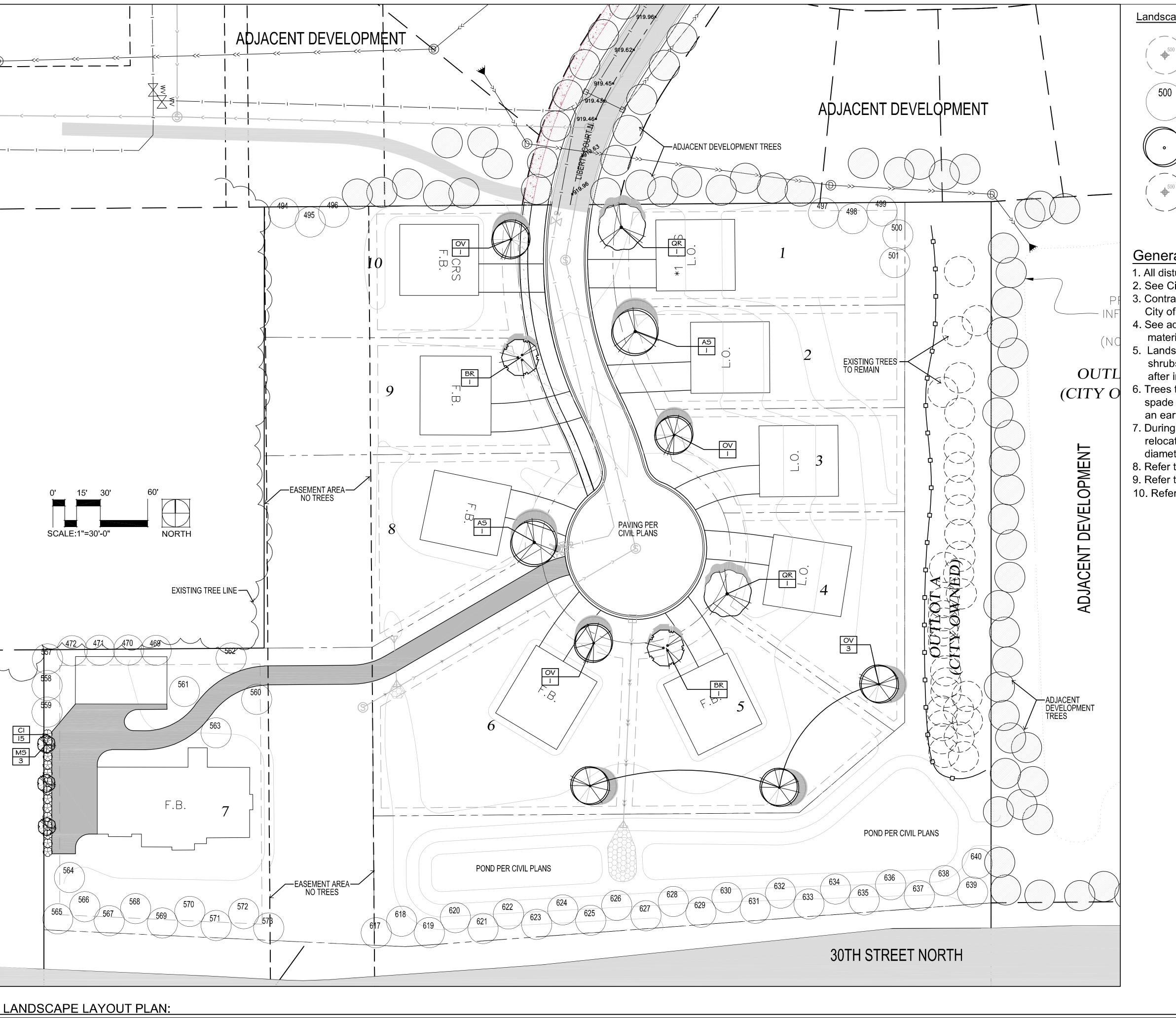
SITE PLANNING & ENGINEERING

6776 LAKE DRIVE SUITE 110 LINO LAKES, MN 55014 PHONE: (651) 361-8210 FAX: (651) 361-8701



CALYX DESIGN GROUP Landscape Architecture Sustainable Design Planning

370 Selby Avenue Dacotah Building, Suite 301 Saint Paul, MN 55102 telephone: 651.788.9018



Landscape Symbols Legend:



Existing Tree in New Location (Spaded)

Proposed New 2.5" Cal. Tree



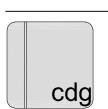
General Notes:

- 1. All disturbed areas to be sodded by developer.
- 2. See Civil Engineer's plans for site plan layout and dimensions.
- 3. Contractor to coordinate all work in the city right-of-way with City of Lake Elmo Public Works Department.
- 4. See adjacent developer's landscape plan for specific plant materials proposed along common property lines.
- 5. Landscape contractor is responsible for watering all trees, shrubs, & turf grass outside the irrigation limits for 30 days after installation or until plant establishment.
- 6. Trees to be relocated shall be moved with a mechanical tree spade by a qualified contractor. Fence-off any spade holes until an earth plug is in place.
- 7. During tree spading, flag the north side of trees before relocation and re-install tree in same direction. Install a 6' diameter tree ring around newly spaded trees.
- 8. Refer to Sheet L3 for Field Tree Inventory Log.
- 9. Refer to Sheet L4 for Planting Legend and Notes.
- 10. Refer to Sheet L5 for City of Lake Elmo Tree Planting Details.

B.H. CHCKD BY: PROJ. NO. 18-143 ORIGINAL DATE: AUGUST 3, 2018

PREPARED FOR: J.P. BUSH HOMES

6776 LAKE DRIVE SUITE 110 LINO LAKES, MN 55014 PHONE: (651) 361-8210 FAX: (651) 361-8701



CALYX DESIGN GROUP Landscape Architecture Sustainable Design

370 Selby Avenue Dacotah Building, Suite 301 Saint Paul, MN 55102 telephone: 651.788.9018

ECT MARKET	Tron Common -1 445	00 20th 0tmart Ni	co Elmo MAN						
DATE:	17ee Survey at 1158 5/3/2018	30 30th Street North, Lal Lot Condition:	Ce Elmo, MN Developed						
ПМЕ:	11:15 AM	Sunny	· · · · · · · · · · · · · · · · · · ·						
	TREE DIA. (IN)	SPECIES	CONDITION	NOTES	OWNER PLANTED?	TRANSPLANT?	TREE TO REMAIN?	SIGNIFICANT?	SIGNIFICANT TREE INCH
469 470	10 10	Autumn Blaze Maple Autumn Blaze Maple	Good Good		Y	Y	<u> </u>	Y	10
471	11	Autumn Blaze Maple	Good		Y	Y	Y	Y	11
472 473	11 10	Autumn Blaze Maple Autumn Blaze Maple	Good Good		Y	Y N	Y N	Y	11 10
474	10	Autumn Blaze Maple	Good		Y	N	N	Y	10
475 476	10 10	Autumn Blaze Maple Autumn Blaze Maple	Good Good		Y	N N	N N	Y	10 10
477	10	Autumn Blaze Maple	Good		Y	N	N	Y	10
478 479	12 12	Autumn Blaze Maple Autumn Blaze Maple	Good Good		Y	N N	N N	Y	12 12
480	12	Autumn Blaze Maple	Good		Y	N N	N	Y	12
481	12	Autumn Blaze Maple	Good		Y	N	N	Y	12
482 483	10 10	Autumn Blaze Maple Autumn Blaze Maple	Good Good		Y	N N	N N	Y	10 10
484	9	River Birch	Good		Y	N	N	Y	9
485 486	11 14	Autumn Blaze Maple Autumn Blaze Maple	Good Good		Y	N N	N N	Y	11
487	11	Autumn Blaze Maple	Good		Y	N	N	Y	11
488 489	6 7	Bur Oak Silver Maple	Good Good	Volunteer Tree	Y N	N N	N N	Y	6 7
490	6	Silver Maple	Good	Volunteer Tree	N	N	N	Y	6
491 492	8 6	Silver Maple Ash	Good	Volunteer Tree Volunteer Tree	N N	N N	N N	Y	8 6
492	8	Asn Silver Maple	Good Good	Volunteer Tree Volunteer Tree	N N	N N	N N	Y	8
494	6	Spruce	Good		Y	Y	Y	Y	6
495 496	6 6	Spruce Spruce	Good Good		Y	Y	Y	Y	6
497	6	Spruce	Good		Y	Y	Y	Y	6
498 499	6	Spruce Spruce	Good Fair		Y	Y	Y Y	Y	6
500	6	Spruce	Good		Y	Y	Y	Y	6
501 502	6	Spruce Spruce	Good Good		Y	Y N	<u>Y</u> N	Y	6
502	6	Spruce	Good		Y	N N	N	Y	6
504	6	Spruce	Good		Y	N	N	Y	6
505 506	6	Spruce Spruce	Good Good		Y	N N	N Y	Y	6
507	6	Spruce	Good		Y	N	Y	Y	6
508 509	6 8	Spruce Cottonwood	Good Fair	Volunteer Tree	Y N	N N	<u>Y</u> N	Y	<u>6</u> 8
510	8	Spruce	Good	Volumeer free	Y	N	Υ	Υ	8
511 512	6 6	Spruce Spruce	Good Good		Y	N N	Y	Y	6
512	8	Spruce	Good	Multi-Leader	Y	N N	<u>т</u> Ү	Y	8
514	8	Boxelder	Good	Volunteer Tree	N Y	N	N Y	Y	8
515 516	6 8	Spruce Spruce	Good Good		Y	N N	<u>т</u> Ү	Y	<u>6</u> 8
517	6	Spruce	Good		Y	N	Y	Y	6
518 519	8 6	Silver Maple Spruce	Good Good	Volunteer Tree	N Y	N N	N Y	Y	8 6
520	9	Spruce	Good		Y	N	Υ	Y	9
521 522	6 6	Spruce Boxelder	Good Fair	Volunteer Tree	Y N	N N	Y N	Y	6
523	6	Spruce	Good		Y	N	Υ	Y	6
524 525	8 6	Spruce Spruce	Good Good		Y	N N	Y Y	Y	8 6
526	6	Spruce	Good		Y	N	Y	Y	6
527	6 0	Spruce	Good	Valuatory Trop	Y	N	Y	Y	6
528 529	8 6	Boxelder Spruce	Poor Good	Volunteer Tree	N Y	N N	Y Y	Y	8 6
530	6	Spruce	Good		Y	N	Y	Y	6
531 532	6 6	Spruce Spruce	Good Good		Y	N N	Y Y	Y	6
533	5	Spruce	Good		Y	N	Y	N	
534 535	6 8	Spruce Boxelder	Good Good	Volunteer Tree	Y N	N N	<u>Y</u> N	Y	<u>6</u> 8
536	8	Boxelder	Fair	Volunteer Tree	N	N	N	Y	8
537	5	Spruce	Good		Y	N N	Y	N Y	
538 539	6 9	Spruce Boxelder	Good Fair	Volunteer Tree	Y N	N N	Y N	Y	6 9
540	8	Boxelder	Good	Volunteer Tree	N	N	N	Y	8
541 542	6 5	Spruce Spruce	Good Good		Y	N N	Y Y	Y N	6
543	6	Boxelder	Poor	Volunteer Tree	N	N	N	Υ	6
544 545	6	Boxelder Spruce	Poor Good	Volunteer Tree	N Y	N N	N Y	Y	6
546	5	Spruce	Good		Y	N	Y	N N	
547	5	Spruce	Good		Y	N	Y Y	N	
548 549	5 8	Spruce Spruce	Good Good		Y	N N	Y	N Y	8
550	6	Boxelder	Good	Volunteer Tree	N	N	N N	Υ	6
551 552	6	Boxelder Boxelder	Good Good	Volunteer Tree Volunteer Tree	N N	N N	N N	Y	6
553	5	Spruce	Good		Y	N	N	N	-
554	12	Boxelder	Poor	Volunteer Tree	N N	N N	N N	Y	12
555 556	6 6	Boxelder Boxelder	Fair Poor	Volunteer Tree Volunteer Tree	N N	N N	N N	Y	6
	6	Spruce	Good		Y	Y	Y	Y	6
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DATE:	5/3/2018 Lot Conditi	on: Developed						
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561	EE DIA. (IN) SPECIES 6 Spruce	Good Good	NOTES	OWNER PLANTED?	TRANSPLANT?	TREE TO REMAIN?	SIGNIFICANT? Y	SIGNIFICANT TREE IN
562 563	6 Spruce Spruce	Good Good		Y Y	Y	Y Y Y	Y	6
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568 569	6 Spruce Spruce	Good Good	Located In Back Yard With Orange Tape	Y	Y	Y Y Y	Y	6 6
570 571	6 Spruce 6 Spruce	Good Good	Has Orange Tape	Y Y	Y	Y	Y	6 6
572 573	6 Spruce Spruce	Good Good	Has Orange Tape	Y Y	Y	Y Y	Y	6 6
574 575	6 Spruce 6 Spruce	Good Good		Y Y	N N	N N	Y	6
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586 587	6 Spruce Spruce	Good Good	Has Orange Tape	Y	N N	N N	Y	6
588 589	6 Spruce 6 Spruce	Good Good	Has Orange Tape	Y	N N	N N	Y	6
590 591	6 Spruce 6 Spruce	Good Good		Y Y	N N	N N	Y	6
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602 603	6 Spruce 6 Spruce	Good Good		Y Y	N N	N N	Y	6
604 605	6 Spruce Spruce	Good Good		Y Y	N N	N N	Y Y Y	6
606 607	6 Spruce 6 Spruce	Good Good		Y Y	N N	N N	Y	6
608 609	6 Spruce Spruce	Good Fair		Y Y	N N	N N	Y	6
610 611	6 Spruce 6 Spruce	Good Good		Y Y	N N	N N	Y	6
612 613	6 Spruce 6 Spruce 7 Cottonwood	Good Good	Mahada ay Tara	Y Y	N N	N N	Y	6 6
614 615 616	6 Cottonwood	Good Fair	Volunteer Tree Volunteer Tree	N N	N N	N N	Y	6 9
617 618	6 Spruce	Good Good Good	Volunteer Tree	N Y Y	N Y Y	N Y Y	Y	6 6
619 620	6 Spruce	Good Good		Y Y	Y	Y Y	Y	6
621 622	6 Spruce	Good		Y Y	Y	Y Y	Y	6
623 624	6 Spruce	Good Good		Y Y Y	Y	Y Y	Y	6
625	6 Spruce 6 Spruce	Good Good		Y Y	Y	Y Y	Y	6
626 627 628	6 Spruce 6 Spruce 6 Spruce	Good Good Good		Y Y Y	Y	Y Y	Y	6 6 6
629 630	6 Spruce	Good Good		Y Y	Y	Y Y	Y	6
631 632	5 Spruce 6 Spruce 6 Spruce	Good Good		Y Y	Y	Y Y	Y	6
633 634	6 Spruce	Good		Y Y	Y	Y Y	Y	6
635 636	6 Spruce 6 Spruce 6 Spruce	Good Good Good		Y Y Y	Y	Y Y Y	Y	6
637 638	6 Spruce 6 Spruce	Good Good		Y Y Y	Y	Y Y	Y	6
639 640	6 Spruce 6 Spruce	Good Good		Y Y Y	Y	Y Y	Y	6
641 642	6 Spruce 8 Ash 6 Boxelder	Good Good Poor	Volunteer Tree Volunteer Tree	N N	N N	N N	Y Y	8
642 643 644	12 Silver Maple	Good Fair	Volunteer Tree	N	N	N	Y Y Y	12
644 645 646	10 Boxelder 6 Silver Maple 12 Boxelder	Good Poor	Volunteer Tree Volunteer Tree Volunteer Tree	N N N	N N N	N N N	Y	10 6 12
647 648	6 Boxelder 6 Silver Maple	Poor Poor Good	Volunteer Tree Volunteer Tree Volunteer Tree	N N N	N N N	N N N	Y Y Y	6 6
648 649 650	6 Silver Maple 6 Silver Maple 11 Ash	Fair Poor	Volunteer Tree Volunteer Tree Volunteer Tree	N N N	N N N	N N N	Y Y Y	6 11
651 652	6 Boxelder 6 Boxelder	Fair Fair	Volunteer Tree Volunteer Tree Volunteer Tree	N N N	N N N	N N N	Y Y Y	6
653	6 Boxeider 6 Silver Maple	Good	Volunteer Tree Volunteer Tree	N N	N N	N N	Y	6
	185 NO. OF TREES	TAGGED		TOTAL 'YES'	53	87	177	
	1,261 TOTAL INCHES	1		TOTAL 'NO'	132	98	8	
	LYX DESIGN GROUP		Lake Elmo Tree Inventory Criteria:	INVENTORY SUMMARY: Tree Inches Inventoried:	1,261			
ΛI			in neces o unu caigei	Significant Inches	1,234	O. mit	ignificant Inches DEMON	D
AL				Coniferous Significant Inches Common Deciduous Tree Inches	283	Common Decidu	ignificant Inches REMOVE	D
	pe Architecture + Pl	. +	Condition Rating: iood = Full Canopy, No Signs of Stress or Injury	Hardwood Deciduous Significant Inches Significant Inches Removed Removal Percent	211 713 58%	Hardwood Deciduous S	ignificant Inches REMOVE	ט.

CHCKD BY: PROJ. NO. ORIGINAL DATE:
AUGUST 3, 2018

PREPARED FOR: J.P. BUSH HOMES

B.H 18-143

SITE PLANNING & ENGINEERING

6776 LAKE DRIVE SUITE 110 LINO LAKES, MN 55014 PHONE: (651) 361-8210 FAX: (651) 361-8701



CALYX DESIGN GROUP Landscape Architecture Sustainable Design Planning

370 Selby Avenue Dacotah Building, Suite 301 Saint Paul, MN 55102 telephone: 651.788.9018 internet: www.calyxdesigngroup.com

TREES CODE BOTANICAL NAME COMMON NAME SIZE CONTAINER QTY AS Acer x freemanii `Sienna` Sienna Glen Maple 2.5" Cal. B&B 2 BR Betula nigra River Birch 2.5" Cal. B&B 2 MS Malus x `Spring Snow` Spring Snow Crab Apple 2" Cal. B&B 3 OV Ostrya virginiana American Hophornbeam 2.5" Cal. B&B 6 AR Quercus rubra Northern Red Oak 2.5" Cal. B&B 2 SHRUBS CODE BOTANICAL NAME COMMON NAME SIZE CONTAINER QTY

Landscape Notes & Requirements:

- 1. Tree saucer for individual trees outside of a plant bed to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail. Do not place mulch against tree trunk. Remove wire and burlap from top third of root ball before final soil back-fill and mulch.
- 2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.

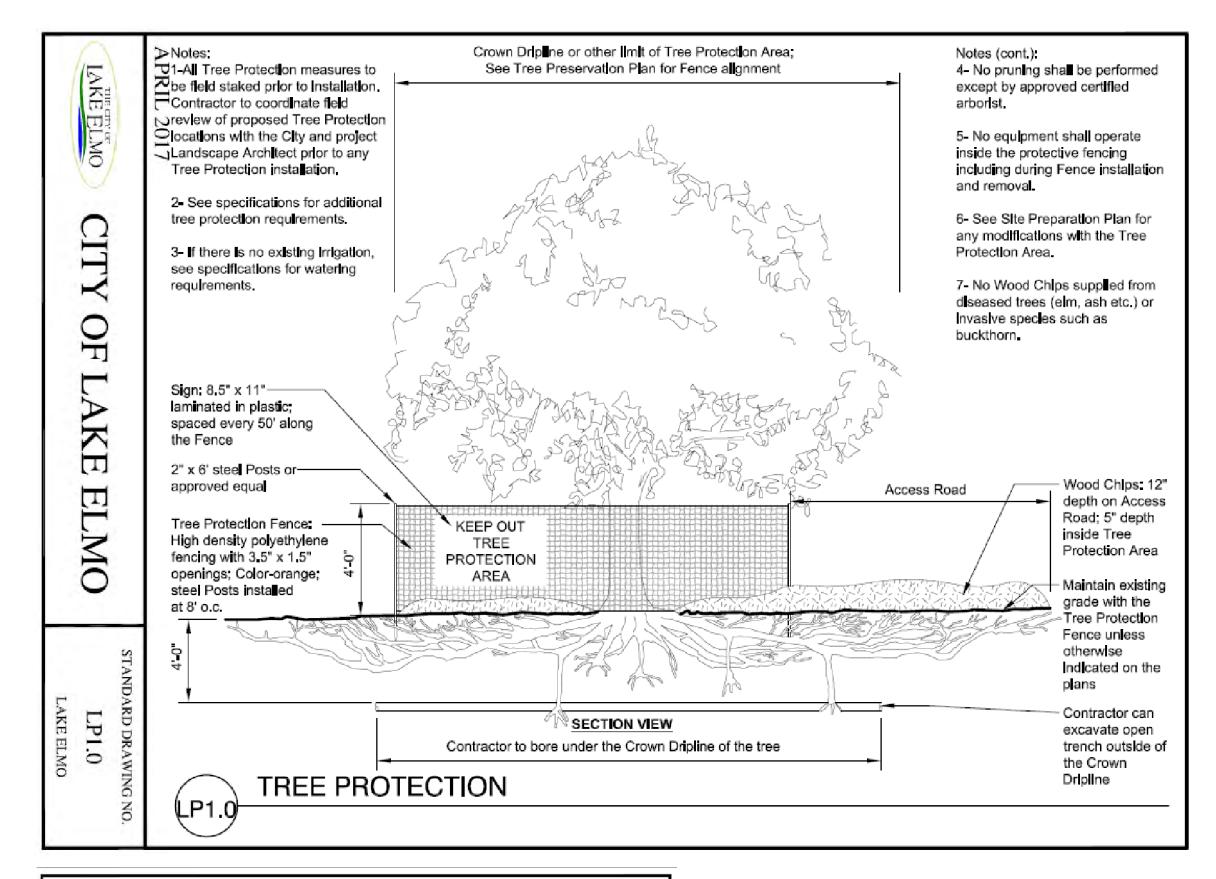
Cornus sericea `Isanti`

- 3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
- 4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
- 5. All proposed plants shall be located and staked as shown.
- 6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- 7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
- 8. All plant materials shall be fertilized upon installation as specified.
- 9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.

Isanti Redosier Dogwood

- 10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
- 11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- 12. Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- 13. The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional
- cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.

 14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council
- decisions, etc.
- 15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- 16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- 17. The landscape contractor shall furnish an Irrigation Layout Plan for head-to-head coverage of all tree, turf and shrub planting areas. Use commercial-grade irrigation equipment and provide product cut-sheets and (4) copies of the proposed layout plan to the landscape architect for review and approval prior to installation. Coordinate irrigation connection point, controller, back-flow and valving locations with the mechanical engineer, architect, & general contractor. Include 1 fall shut-down and spring start-up in irrigation bid. Sch 80 PVC sleeves necessary under paved areas to be coordinated between the landscape contractor, irrigation contractor, excavator, paving contractor, and General Contractor.
- 18. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately
- 19. All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc.
- 20. Turf Sodding and Seeding activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for turf bed preparation, installation, maintenance, acceptability, and warranty. Turf Seed installation to include TWO years of maintenance in the bid price. This includes mowing, weeding, & spot-spraying invasive weeds no less than 3 times per year. Maintenance also includes re-seeding bare patches larger than 6" in any direction, and fertilization no less than twice per calendar year. An acceptable stand of seeded turf is lush, full, and weed-free.
- 21. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
- 22. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
- 23. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
- 24. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
- 25. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
- 26. See Site and Civil plans for additional information regarding the project, including infiltration area soils and sub-surface drainage requirements and performance.
- 27. Topsoil Requirements: All graded areas of the site that are designated on the plan set for turf sod shall have no less than 6" of imported top soil, areas designated for shrubs, trees, and perennials shall have no less than 12" of imported top soil, meeting MnDOT classifications for planting soil for trees, shrubs, and turf. Slope away from building.
- 28. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.
- 29. Landscape contractor to provide nursery pull list (bill of lading) including plant species and sizes shipped to the site. Additionally, the landscape contractor shall provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.



STANDARD PLAN NOTES

LANDSCAPE PLANS

- Contractor must contact Gopher State One Call 811 (www.gopherstateonecall.org) prior
 to tree staking and planting operations to verify underground utilities. Where private
 utilities exist on-site the Contractor is regulated to have those located as well.
- 2. Plant materials shall meet American Standard for Nursery Stock: ANSI Z60.1, latest
- 3. No plant substitutions shall be made without the prior written authorization from the City.
- 4. 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.
- 6. All trees, shrubs, perennials, turf lawn and native seeding 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.
- 7. 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 plants installed and maintained on City property shall be in accordance with City of Lake Elmo Bee-Safe Resolution No. 2015-13.
- An Irrigation system or other water supply adequate to support the specified plant materials shall be provided.

APRIL 2017

LAKE ELMO

CITY OF LAKE ELMO

STANDARD DRAWING NO.

LP2.0

LAKE ELMO

General Notes:

- 1. All disturbed areas to be sodded by developer.
- 2. See Civil Engineer's plans for site plan layout and dimensions.
- 3. Contractor to coordinate all work in the city right-of-way with City of Lake Elmo Public Works Department.
- 4. See adjacent developer's landscape plan for specific plant materials proposed along common property lines.
- 5. Landscape contractor is responsible for watering all trees, shrubs, & turf grass outside the irrigation limits for 30 days after installation or until plant establishment.
- 6. Trees to be relocated shall be moved with a mechanical tree spade by a qualified contractor. Fence-off any spade holes until an earth plug is in place.
- 7. During tree spading, flag the north side of trees before relocation and re-install tree in same direction. Install a 6' diameter tree ring around newly spaded trees.
- 8. Refer to Sheet L3 for Field Tree Inventory Log.
- 9. Refer to Sheet L2 for Landscape Plan.
- 10. Refer to Sheet L5 for City of Lake Elmo Tree Planting Details.

	eby certify that this p t was prepared by n pervision and that I a cape Architect unde of MINNES of MINNES
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LAKE ELMO, MN

B.H.

PROJ. NO.

18-143

M.F CHCKD BY:

B.H

ORIGINAL DATE:

AUGUST 3, 2018

PREPARED FOR:

J.P. BUSH HOMES

SITE PLANNING & ENGINEERING PLOWE

6776 LAKE DRIVE SUITE 110 LINO LAKES, MN 55014 PHONE: (651) 361-8210 FAX: (651) 361-8701

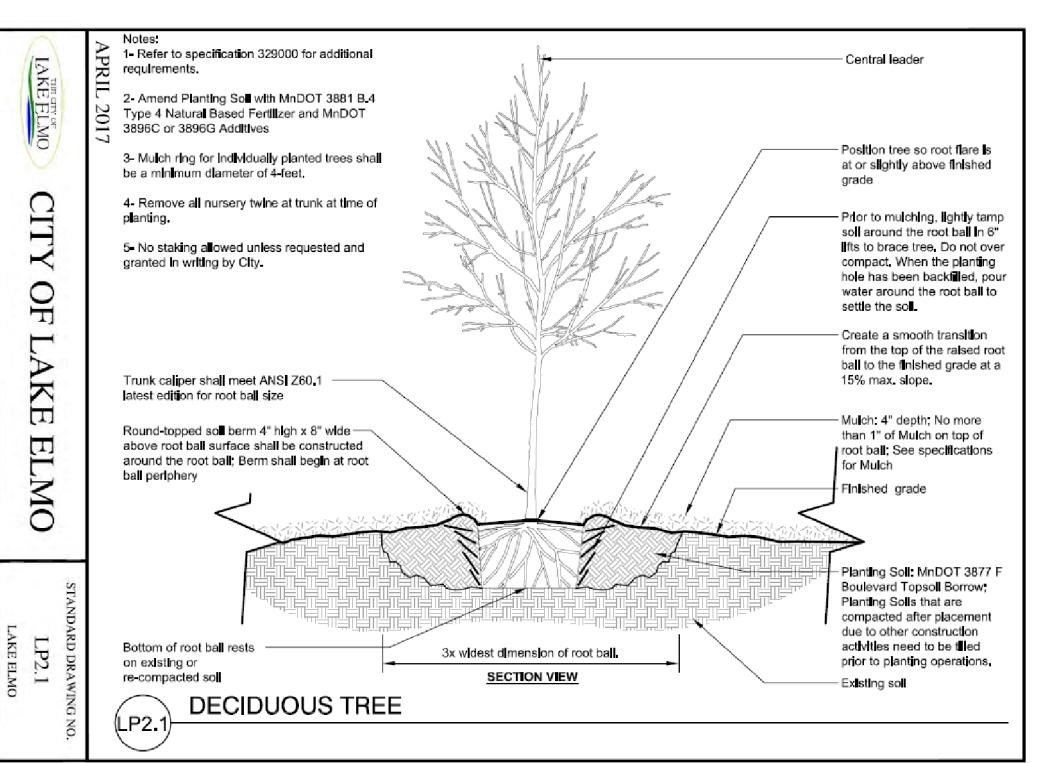


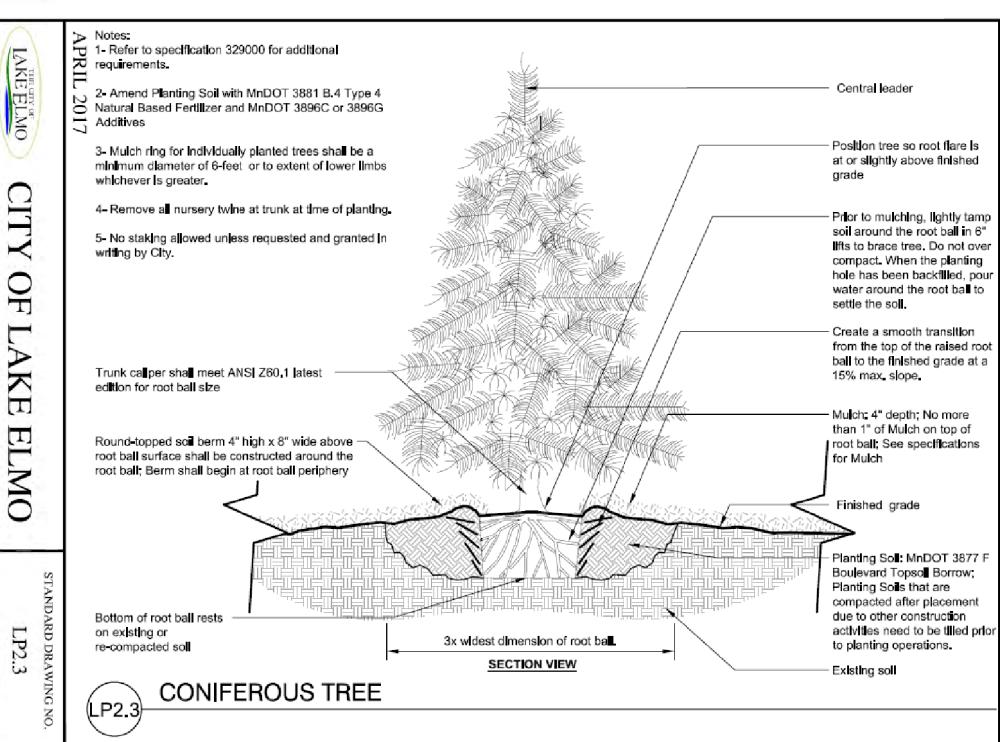
CALYX DESIGN GROUP Landscape Architecture Sustainable Design Planning

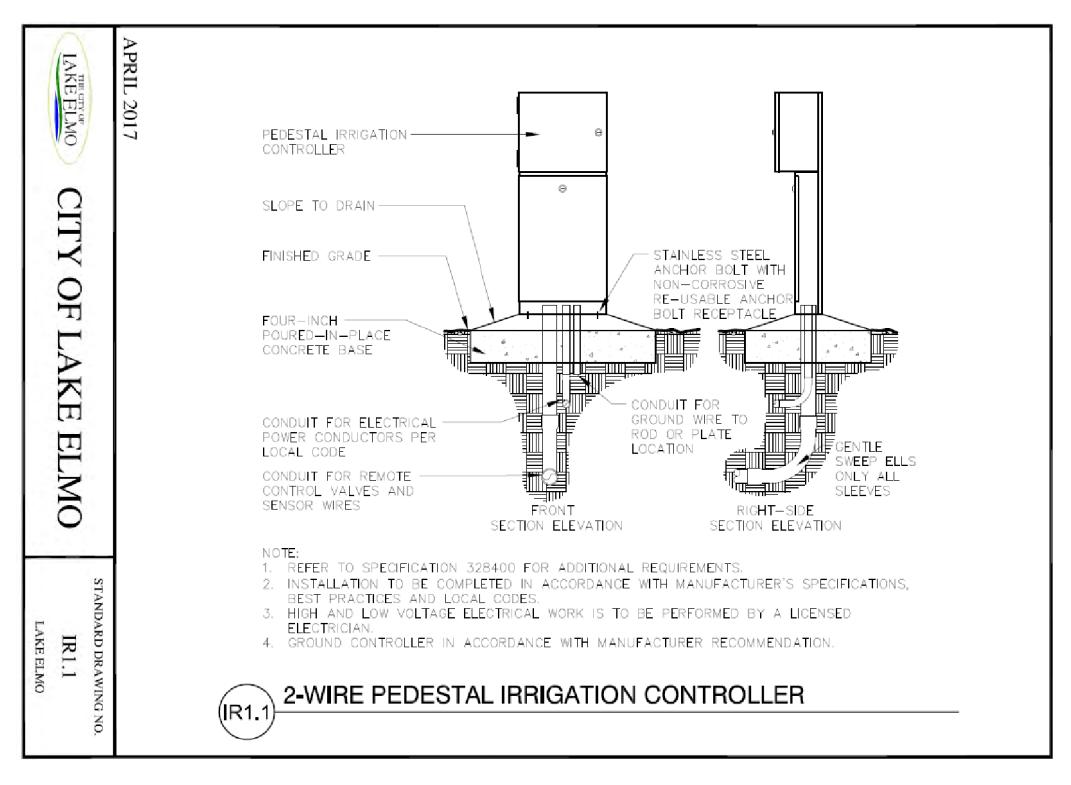
370 Selby Avenue
Dacotah Building, Suite 301
Saint Paul, MN 55102

telephone: 651.788.9018
internet: www.calyxdesigngroup.com

L4







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- 8. Refer to Sheet L3 for Field Tree Inventory Log.
- 9. Refer to Sheet L4 for Planting Legend and Notes.
- 10. Refer to Sheet L2 for Landscape Plan.

M.F B.H.

CHCKD BY: PROJ. NO.
B.H 18-143

ORIGINAL DATE:
AUGUST 3, 2018

I hereby certify that this plan, specification, or report 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.

BENJAMIN D. HARTBERG, PLA

LAKE ELMO, MN

PREPARED FOR:

J.P. BUSH HOMES

SITE PLANNING & ENGINEERING

ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014

LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



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L5





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: November 5, 2018

To: Ben Prchal, City Planner Re: Wyndham Village Final Plat
Cc: Chad Isakson, Assistant City Engineer Engineering Review Comments

From: Jack Griffin, P.E., City Engineer

An engineering review has been completed for Wyndham Village. Final Plat/Construction Plans were received on October 31, 2018. The submittal consisted of the following documentation:

- Wyndham Village Final , undated, prepared by Landmark Surveying, Inc.
- Wyndham Village Construction Plans, dated October 12, 2018, prepared by Plowe Engineering.
- Geotechincal Report, dated October 17, 2018, prepared by ITCO Allied Engineering Company.
- Wyndham Village Landscape Plans, dated August 30, 2018, prepared by Calyx Design Group.
- Stormwater Management Plan, dated September 26, prepared by Plowe Engineering.

STATUS/FINDINGS: 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: WYNDHAM VILLAGE

- The Final Plat dedicates additional right-of-way along 30th Street North as required by the conditions for preliminary plat approval and to ensure a minimum 30th Street boulevard of 16 feet along the Plat length.
- Outlot A is shown on the plans to be dedicated to the City for storm water maintenance. Outlot A includes a storm water infiltration basin and storm water pond, including the 100-year HWL and maintenance access road(s), as required as condition of Preliminary Plat approval.
- Outlot A includes preservation of a 10-foot small utility corridor adjacent to the 30th Street right-of-way. An easement is not needed per se since the Outlot is City owned, however the corridor grades and limitation of tree plantings is needed to preserve the corridor for the location of the small utility joint trench.
- The site plan is subject to a storm water management plan meeting State, VBWD and City rules. Storm water facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual. Any Plat/Plan changes necessary to meet State and VBWD storm water requirements are subject to additional City review.
- The Stormwater Management Plan indicates an increase in the 100-year HWL to Northport Pond 4SE. As a condition of Final Plat, the applicant must work with the Northport Developer/Engineer to update the approved Northport Plans showing this increased HWL for City files/records prior to Construction Plan approval for the Wyndham Subdivision.
- Drainage and utility easements have been provided over all storm sewer, sanitary sewer and watermain not located within City right-of-way or Outlots, minimum 30-feet in width centered on the pipe/structure.
 Easements have been shown on the Final Plat and Construction Plans as required.

- Additional easements are required along the rear lot lines for Lots 8, 9, and 10, Block 1 to cover the proposed drainage swales per the grading plan. Lots 8 & 9 must be 15 feet and Lot 10 must be 10 feet.
- All emergency overflow elevations must be fully protected by drainage easement.
- All easements as requested by the City Engineer and Public Works department shall be documented on the Final Plat prior to the release of the Final Plat for recording.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the gas main easement. The City must receive copies of the written permission prior to the Construction Plan approval.
- Written landowner permission must be submitted for any off-site grading work and storm water discharges to adjacent properties prior to final plan approval.
- No trunk watermain or sanitary sewer oversizing is anticipated for this development. All watermains and sanitary sewer shall be 8-inch diameter pipe.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual dated March 2017, using City details, plan notes and specifications and meeting City Engineering Design Guidelines.
- Final Construction Plans and Specifications must be revised in accordance with the Construction Plan engineering review memorandum dated November 5, 2018.
- No construction for Wyndham Village may begin until the applicant has received City Engineer approval for the Final Construction Plans; 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.





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: November 5, 2018

To: Ben Prchal, City Planner Re: Wyndham Village

Cc: Joe Bush, J.P. Bush Homes Construction Plan Review

Chuck Plowe, Plowe Engineering, Inc. Chad Isakson, Assistant City Engineer

From: Jack Griffin, P.E., City Engineer

An engineering review has been completed for Wyndham Village. Final Plat/Construction Plans were received on October 31, 2018. The submittal consisted of the following documentation:

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- Stormwater Management Plan, dated September 26, prepared by Plowe Engineering.

STATUS/FINDINGS: Engineering review comments have been provided to assist with the completion of the Final Construction Plans. When submitting revised plans and specifications, please provide a point by point response letter that details all changes made to the plans.

FINAL CONSTRUCTION PLANS

- The Construction Plans are incomplete. The following additional information must be submitted to facilitate additional staff review.
 - > Plan sheets C4.1, C4.2, C4.3, C4.4, C5.1 and C5.2 were not included in the plans submitted for review.
 - ➤ Add existing conditions plan to the construction plan set, showing the existing topography and identifying all physical features on the site and adjacent properties for a distance of 150-feet. Identify all physical features to be removed, salvaged and replaced, or protected.
- C1.1. and C2.1. The random survey shots must be removed from the plans to facilitate a complete review. If specific shots are intended to inform the design, the text size and placement must be legible.
- C1.1 and C2.1. Correct all overlapping text so that the plans are legible.
- C2.1. All low floor elevations must be a minimum of 2-feet above the pond HWL to meet VBWD rules. All low
 openings must be a minimum of 1-foot above the adjacent emergency overflow elevations. The low floor for
 Lot 1 may need to be revised.
- C2.1. Revise the grading for the Stormwater Pond to comply with the Minnesota Stormwater Manual configuration recommendations. At the current size/configuration the pond is not likely to perform well and could be a nuisance to adjacent properties.
- C2.1. Additional grading details/revisions are required along the east property line at the Pond EOF. Spot elevations are needed to demonstrate ponding is contained and directed to the 918.0 EOF.

- C2.1. The grading plan is incomplete around Lot 7, Block 1. Existing conditions (trees and other physical features) and existing contours are required to the north and west of Lot 7. The grading plan must be detailed for Lot 7 to demonstrate matching into existing conditions and directing drainage away from adjacent properties.
- C2.1. The rear lot drainage and utility easements must be increased for Lots 8, 9, and 10, Block 1 to cover the proposed drainage swales per the grading plan. Lots 8 & 9 must be 15 feet and Lot 10 must be 10 feet.
- C2.1. Increase the grade (and spot elevation) for the Lot 7 driveway to maintain 2-ft cover over the culvert pipe and to ensure the top of pipe is below the driveway base.
- C2.1. Correct grading at FES-8 (invert 921.0) by extending the 922.0 contour to the north of the invert. Extend the 920.0 contour to maintain a minimum ditch slope of 2%.
- C2.1. Add plan notes to provide storm water pond liner construction requirements consistent with the VBWD pond lining material and testing requirements.
- C2.1. Add plan notes for infiltration basin construction requirements including basin protection and testing.
- C2.2. Label both FES for the equalizer pipe.
- C2.2. Update storm water structure table to include STMH-2, FES-4, and the two FES for the equalizer pipe.
- C2.2 Add storm sewer profiles for the equalizer pipe and for the storm run from FES-4 to FES-6.
- C2.2. Add draintile out of CB1 for a minimum distance of 100-feet each way. Add drain tile connection inverts in profile to CB1.
- C3.1 and 3.2. "Proposed MH-1" should be shown as an "Existing MH-1" in both plan and profile views and on both plan sheets. As-built invert elevations must be shown. Remove all references to "Proposed by Others".
- C3.1 and C3.2. Existing MH-1 is shown as a drop manhole but was not installed as a drop manhole. MH-1 has a 30-foot stub installed with an approximate stub elevation of 894.55 with 8" SDR 26 @ 0.51%.
- C3.2. Revise plan for all water services to be upstream of the sanitary sewer service.
- C3.2. Move view port to show the service ends for Lot 7.
- C3.2. Water service to Lot 7 is greater than 100 feet (the limited length for a roll of copper). Revise service to
 install curb box at the R/W with HDPE service pipe extended to the west of the gas easement with a second
 curb stop.
- C3.2. Add wye stationing, sanitary service invert elevation and curb stop elevation for Lot 7.
- C3.2. Provide call outs indicating size and type of all watermain bends.

STORMWATER MANAGMENT

- The site plan is subject to a storm water management plan meeting State, VBWD and City rules. Storm water
 facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be
 constructed in accordance with the City Engineering Design Standards Manual. Any Plat/Plan changes necessary
 to meet State and VBWD storm water requirements are subject to additional City review and approval.
- The Stormwater Management Plan indicates an increase in the 100-year HWL to Northport Pond 4SE. The applicant must work with the Northport Engineer to update the approved Northport Plans showing this increased HWL for City files/records prior to Construction Plan approval.

SPECIFICATIONS

- Specifications must be submitted for review and include the City Standard Specifications dated March 2017.
- If supplementary specifications are also submitted, the following statement must be placed as the first clause of the supplementary provisions, "The City Standard Specifications for Public Infrastructure, dated March 2017, shall apply to the work performed under this contract. Any supplemental specifications are intended to supplement the City Standard Specifications, however they do NOT supersede the City Standard Specifications, Details, Design Standards, or ordinances unless specific written approval has been provided by the City."

LANDSCAPE PLANS

- The landscape plans are not updated to be consistent with the proposed Final Plat, lot lines, easements, storm water systems, maintenance access roads and utility plans. Revised plans must be submitted for staff review.
- The landscape plans must be revised to show all underground utilities including water/sewer lot services and revised to ensure trees maintain 10-foot minimum offset from all utilities.

- Revise boulevard trees per the City standard boulevard layout, City detail 805. Boulevard trees are currently shown within the small utility corridor.
- Revise trees along 30th Street right-of-way to be a minimum of 10 feet north of the 30th Street right-of-way to maintain 10-ft. small utility corridor.
- The Landscape Plans must be revised to accommodate maintenance access to all storm water BMPs. Grades along pond access cannot exceeded 10% and must be a minimum of 20 feet in width. Maintenance access from public right-of-ways must be shown on the Landscape Plans. No trees can impede maintenance access from 30th Street North.
- Revise the landscape plans to show all trees to be removed due to construction and grading activities. Current plans show existing trees remaining within areas to be graded (storm water pond).



To: Ben Prchal, City of Lake Elmo Planner

From: Lucius Jonett, Wenck Landscape Architect

Date: November 27, 2018

Subject: City of Lake Elmo Landscape Plan Review

Wyndham Village Preliminary Plan, Review #3

Submittals

• Wyndham Village Final Plat, not signed, dated 10-15-2018, received 10-31-2018.

- Tree Preservation and Landscape Plan set, dated 8-30-2018, received 10-31-2018.
- Wyndham Village construction plans, dated 10-12-2018, received 10-31-2018.

Location: North of 30th Street North in the southwest corner of the Northport development.

Land Use Category: Village Urban Low Density

Surrounding Land Use Concerns: The Wyndham Village development is sharing an infiltration area with the Northport development to the North. Northport did not have landscaping within the outlot that abuts the eastern property line of the Wyndham Village development to accommodate this.

Special landscape provisions in addition to the zoning code: There is a required greenbelt buffer on the southern portion of the development, additional screening is required in this area.

Ben Prchal Planner City of Lake Elmo November 27, 2018



Findings:

- 1. The previously submitted Tree Preservation and Landscape Plan set, dated 8-30-2018 was approved on 9-5-2018 and matched the proposed site and grading plans at that time. The site and grading plans were not approved and went through revisions after City comments.
- 2. The recent Construction plans dated 10-12-2018, have revised stormwater management features, maintenance access, and grading that conflict with the previously approved tree preservation and landscape plans. These changes will impact the tree preservation plan and calculations, and the final landscape requirements and plan layout.
- 3. Updated tree preservation and landscape plans will be required to ensure ordinance compliance and minimize construction conflicts and confusion.
- 4. The proposed driveway on Lot 7 of the development is up to the edge of the drainage and utility easements, within 5 feet of the west and north property lines. This will not leave enough room for planting vegetation that will provide screening on the west property boundary. And the proposed plantings of crab apple trees and dogwoods will not provide the required screening of at least six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis.

Recommendation:

It is recommended that the previously approved Wyndham Village landscape plans are no longer applicable. It is recommended that conditions of new approval include:

- 1. Submit revised tree preservation plans showing the updated site plans and which trees are to be saved, relocated, and removed. Tree replacement calculations will need to be updated to match the new plans.
- 2. Submit revised landscape plans showing the updated site, grading, and utility plans including current stormwater management features and maintenance access. Trees should be placed 10' away from utilities.
- 3. Submit revised landscape plans that provide sufficient screening on the west property line of Lot 7 and provide enough space for full growth (mature diameter) of the proposed species.

Sincerely,

Lucius Jonett, PLA (MN) Wenck Associates, Inc.

City of Lake Elmo Municipal Landscape Architect