

## **STAFF REPORT**

DATE: 9/25/23

### **MOTION**

**TO:** Planning Commission  
**FROM:** Nathan Fuerst, Consultant Planner  
**AGENDA ITEM:** Comprehensive Plan Amendment for North Star MUSA Phasing

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### **BACKGROUND:**

The unaddressed subject property is located northwest of the intersection of Stillwater Boulevard North and Lake Elmo Avenue North. The Applicant is proposing an amendment to Map 3-7, the MUSA Growth & Phasing Plan in the City's adopted 2040 Comprehensive Plan.

On August 15<sup>th</sup>, 2023, the Lake Elmo City Council approved the Final Plat and PUD for the North Star development. North Star is a 200-unit single family residential development which will create necessary connectivity with public utilities including water, sewer, roadways, trails, and sidewalks in surrounding contiguous development. To serve North Star with public utilities, the Developer was required to bring in utilities to serve their units at their own cost. This includes bringing sewer from south of TH 5 and the Union Pacific Railroad.

Upon approval of the Development, the Applicant began to request various permits required to make the utility connections and was denied a sewer extension permit from the Metropolitan Council (Met Council). The Met Council review staff cited an inconsistency with the City's adopted MUSA phasing plan found on Map 3-7 in the City's Comprehensive Plan. That map indicates that the Development is in the MUSA boundary but not phased for development until the 2035-2040 time period.

Therefore, to receive approval for their sewer extension permit, the Applicant has requested a Comprehensive Plan Amendment to correct the phasing in Map 3-7 from 2035-2040 to 2020-2030 (from a white to pink dotted boundary).

Staff note that this change will only include the property for the approved North Star Development. All future developments still within the 2035-2040 MUSA phasing plan will need to be accompanied by a Comprehensive Plan Amendment if development is to occur before that time.

### **ISSUE BEFORE PLANNING COMMISSION:**

The Planning Commission should hold a public hearing and make a recommendation on the comprehensive plan amendment request.

### **GENERAL INFORMATION:**

*Property Owner:* Sycamore Investment Partners LLC

*Applicant:* GWSA Land Development, LLC

*Location:* PIDs: 1402921140002 (NW of Stillwater Blvd. N. & Lake Elmo Ave. N.)

*Requests:* Comprehensive Plan Amendment to Map 3-7

*Site Area:* 101.39 acres

|                                    |  |
|------------------------------------|--|
| <i>Existing Zoning:</i>            | V-LDR/PUD  |
| <i>Future Land Use:</i>            | V-LDR,   |
| <i>Proposed Zoning:</i>            | No Change  |
| <i>Proposed Land Use:</i>          | No Change  |
| <br><i>Deadline for Action:</i>    | <br>Application Complete – 8/31/2023<br>60 Day Deadline – 10/30/2023<br>Extension Letter Mailed – No |
| <br><i>Applicable Regulations:</i> | <br>2040 Lake Elmo Comprehensive Plan<br>Minnesota State Statute 462.355 Subd. 3                     |

## **PROPOSAL REVIEW AND ANALYSIS**

### **COMPREHENSIVE PLAN AMENDMENT REVIEW**

The 2040 Comprehensive Plan MUSA Map 3-7, MUSA Phasing & Growth Plan does not show this area of the City developing until the time period between 2035-2040. There is no discernable reason for the phasing of the MUSA areas in Map 3-7 other than a general understanding of utility availability and perceived timelines for development.

The Comprehensive Plan states the following regarding Map 3-7:

*Map 3-7 identifies four staging areas consistent with existing and planned water, wastewater and transportation infrastructure. The City acknowledges that market conditions, as well as other external impacts may influence exactly where and when development occurs, and this map is intended to signal to the City that it must evaluate its infrastructure with respect to timing and development approvals. This is particularly important in the last phase denoted as post-2035. Property within this staging area should be monitored for capacity and potential improvements based on actual development in earlier phasing periods.*

The City has sewer capacity to serve areas within the MUSA and plans to serve the property including North Star and the surrounding parcels within the time horizon of the 2040 plan. Staff find no issues with allowing for private development to bring the sewer infrastructure into this part of the City sooner than the existing Map anticipates.

The decision to change or amend the Comprehensive Plan is a policy matter for the Planning Commission to make a recommendation on to the City Council. Any change to the Comprehensive Plan should be based on findings and criteria to show that the change would be consistent with the goals and policies of the City.

As a condition of approval of the proposed Comprehensive Plan Amendment, the City should require the submission of the necessary Comprehensive Plan Amendment to the Metropolitan Council and the City receiving formal notification from the Metropolitan Council that they have completed their review and that they have approved the proposed plan amendment.

### **Affected Jurisdictions**

**Washington County.** Comprehensive plan amendments have to be sent to adjacent or affected jurisdictions for comments. In this proposal, only Washington County has been identified as an affected jurisdiction due to the need for the sewer to cross the County's road, Stillwater Boulevard North.

Upon identifying this required Comprehensive Plan Amendment, and receiving such application, City staff immediately contacted Washington County and requested comments. As of the writing of this report, no such comments have been received.

### **RECOMMENDED FINDINGS**

**Comprehensive Plan Amendment.** Staff recommends approval of the Comprehensive Plan Amendment for the proposed amendment to Map 3-7, MUSA Phasing & Growth Plan, based on the following findings:

1. That the applicant has submitted a request to the City of Lake Elmo to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and the Lake Elmo Planning Commission; and
2. That the request is to amend the Map 3-7, MUSA Phasing & Growth Plan to change the phasing of the land around the North Star development from a timeline of 2035 to 2040 to a timeline of 2020-2030; and
3. That the proposed amendment is consistent with the overall goals and objectives of the Lake Elmo Comprehensive Plan.
4. That the proposed amendment is consistent with the preliminary and final approvals of the North Star Development granted by the Lake Elmo City Council on December 20, 2022, and August 15, 2023, respectively.

**Staff recommends the following condition of approval:**

1. Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that they have reviewed and approved the proposed amendment.

### **FISCAL IMPACT:**

There would be no fiscal impact to the City at this time.

### **RECOMMENDATIONS:**

#### **Comprehensive Plan Amendment**

Staff recommends that the Planning Commission recommend approval of an amendment to Map 3-7, MUSA Phasing & Growth Plan on page 3-24 of the 2040 Comprehensive Plan for the land comprising the North Star development with the following motion:

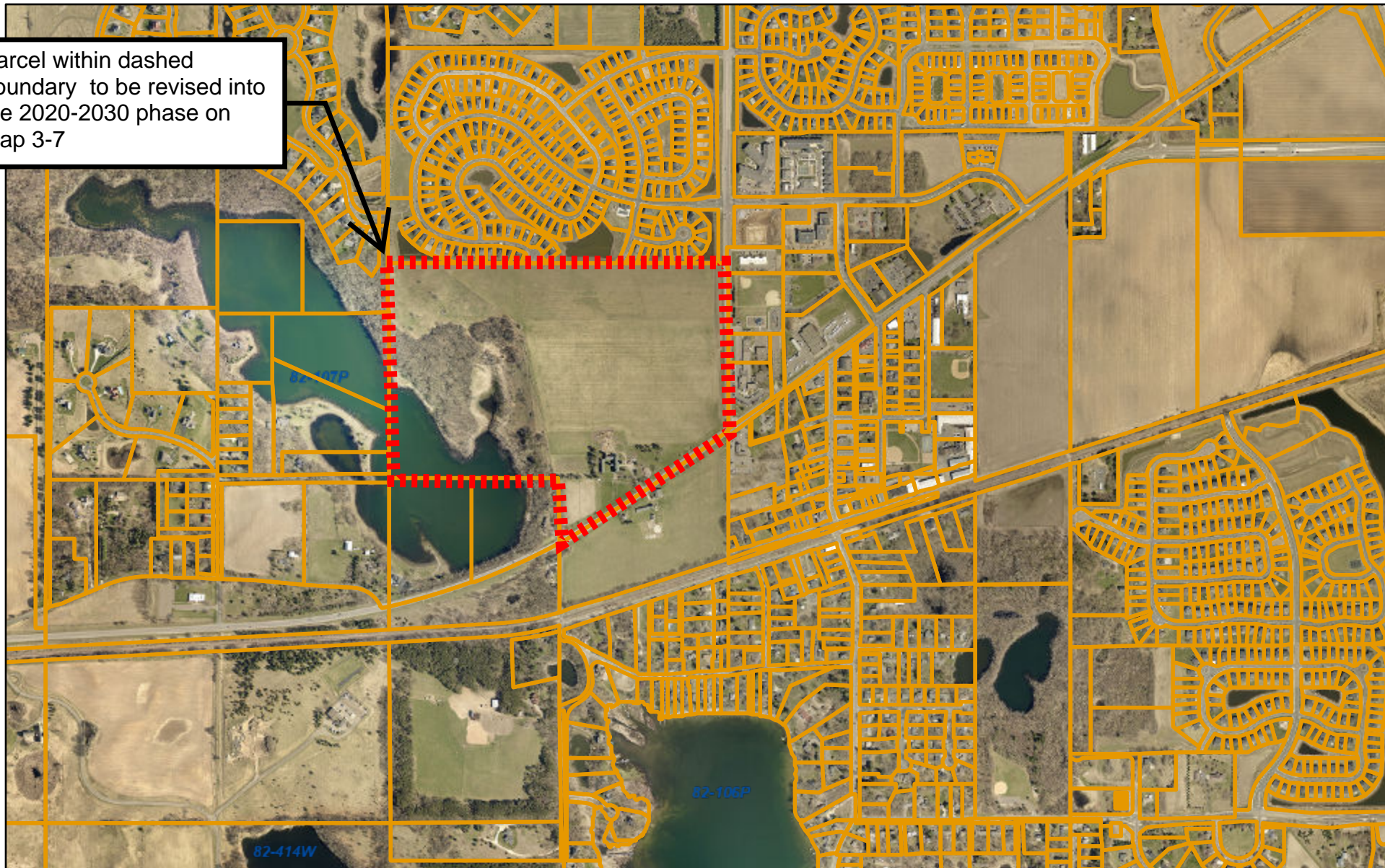
***“Move to recommend approval of a Comprehensive Plan amendment to change the phasing of the land comprising the North Star development, on the parcel identified by staff, from a timeline of 2035 to 2040 to a timeline of 2020-2030. This recommendation is based on the findings listed in the Staff report and subject to the condition listed in the staff report.*”**

### **ATTACHMENTS:**

- Site Map
- Comprehensive Plan Amendment Application
- Existing Land Use Exhibit
- Proposed Land Use Exhibit

# ArcGIS Web AppBuilder

Parcel within dashed boundary to be revised into the 2020-2030 phase on Map 3-7

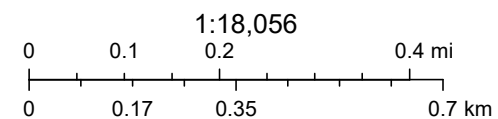


9/18/2023, 12:52:08 PM


 Parcels

DNR Protected Waters ID

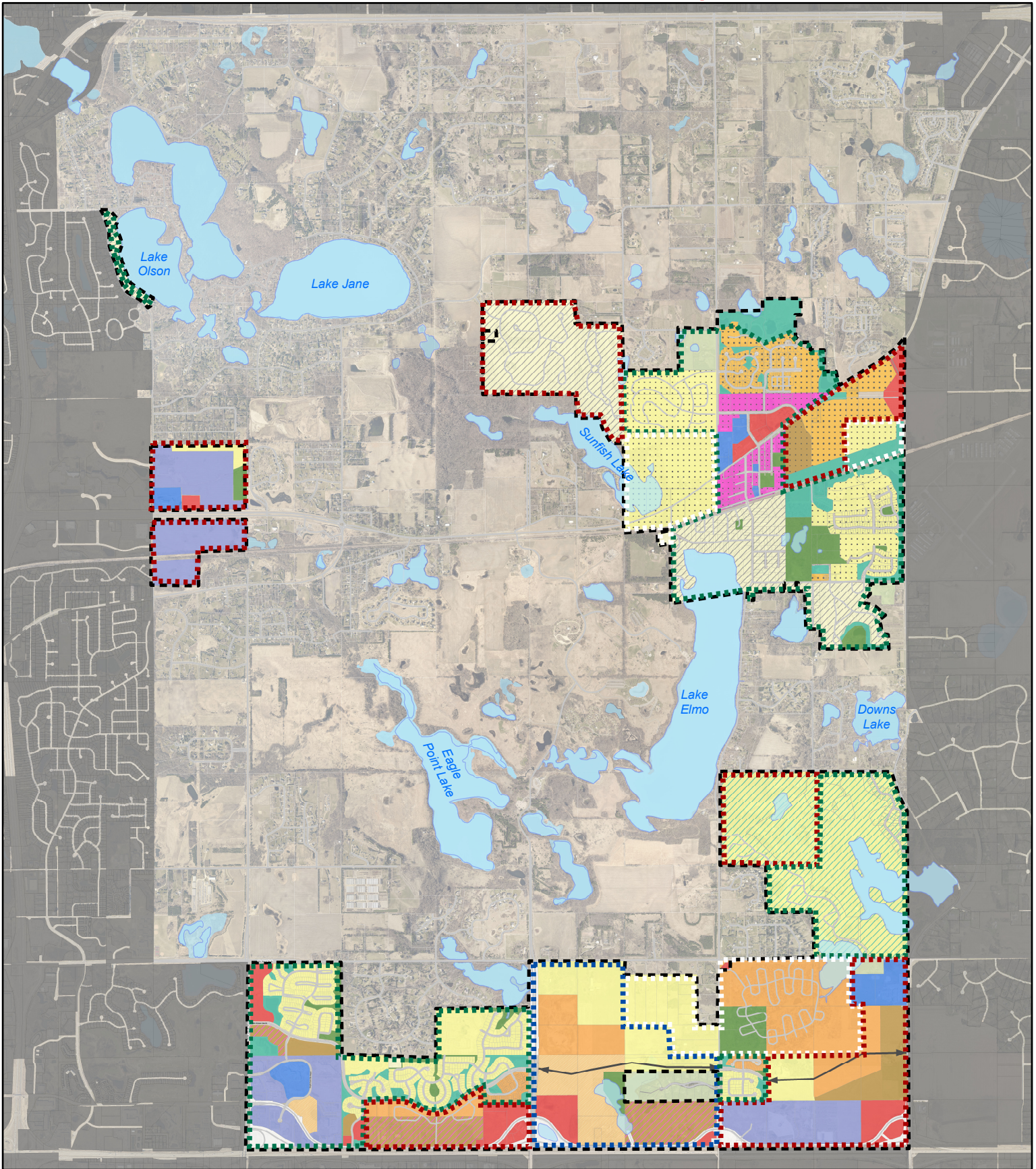
 Municipals





| FIELD CREW | NO. | BY | DATE | REVISION | <p>USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.</p> <p>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.</p> <p>Dated this 21st day of December, 2022.</p> <p><i>Donal L. Schmidt</i></p> <p>Donal L. Schmidt, PLS<br/>schmidt@sathre.com</p> <p>Minnesota License No. 26147</p> |  <p><b>SATHRE-BERGQUIST, INC.</b></p> <p>14000 25TH AVENUE NORTH, SUITE 120<br/>PLYMOUTH MN 55447 (952) 476-6000<br/>WWW.SATHRE.COM</p> | TWP:029-RGE.21-SEC.14<br>Washington County | ADMINISTRATIVE SUBDIVISION | FILE NO.<br>3120-084    |   |
|------------|-----|----|------|----------|---|--|--|----------------------------|-------------------------|---|
| DRAWN      |     |    |      |          |   |  |  |                            | PREPARED FOR:           | 1 |
| CMT        |     |    |      |          |   |  |  |                            | LAKE ELMO,<br>MINNESOTA | 1 |
| CHECKED    |     |    |      |          |   |  |  |                            |                         |   |
| DATE       |     |    |      |          |   |  |  |                            |                         |   |
| 12/20/2022 |     |    |      |          |   |  |  |                            |                         |   |



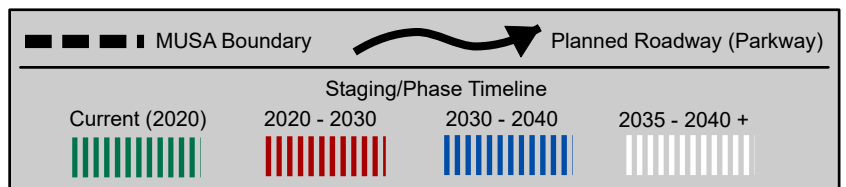


## 2040 Future Land Use

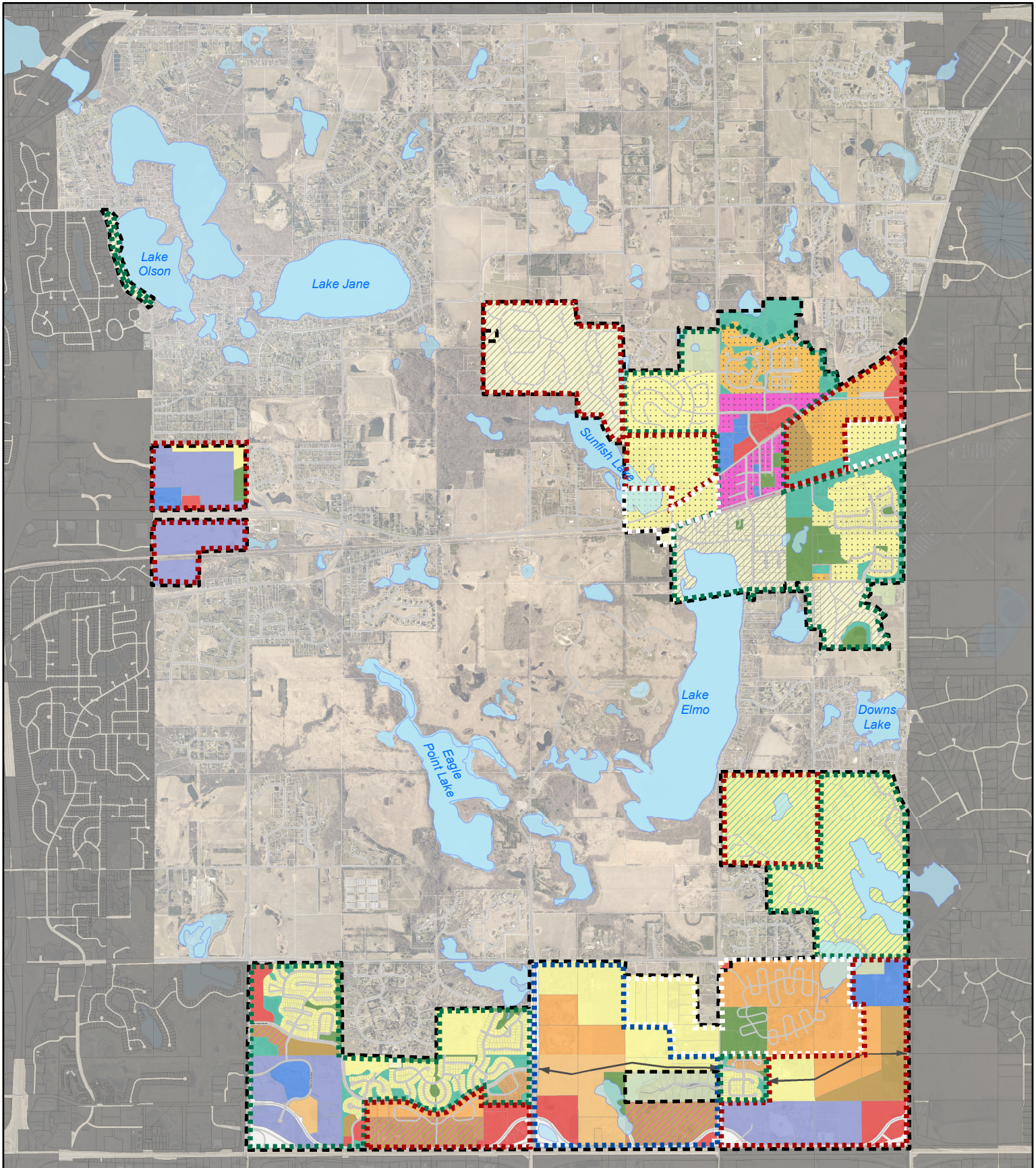
0 1900 3800 5700 7600 Ft



Map Date: September 2023





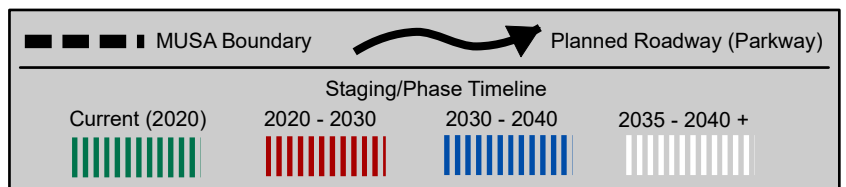


## 2040 Future Land Use

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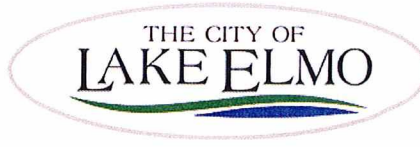


Map Date: September 2023





Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Permit #: \_\_\_\_\_



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

## COMPREHENSIVE PLAN AMENDMENT APPLICATION

Applicant: GWSA Land Development, LLC

Address: 6885 Sycamore Lane North, Suite 110, Maple Grove, MN 55369

Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

Fee Owner: \_\_\_\_\_

Sycamore Investment Partners, LLC  
Address: 6885 Sycamore Lane North, Suite 110, Maple Grove, MN 55369

Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

Engineer: Sathre-Bergquist

Address: 14000 25th Avenue North, Suite 120, Plymouth, MN 55447

Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

Property Location (Address): Address Unassigned - northwest corner of Stillwater Blvd and Lake Elmo Ave. N

Complete Legal Description: See survey

PID#: 14.029.21.14.0002

Detailed Reason for Request:

We have final plat approval for our North Star Development and need the property moved into the 2020-2030 staging period.

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: \_\_\_\_\_

Date: 8/31/23

Signature of fee owner: \_\_\_\_\_

Date: 8/31/23



## **COMPREHENSIVE PLAN AMENDMENT SUBMISSION REQUIREMENTS**

In accordance with the provisions of Minnesota State Statutes and per Lake Elmo City Code Section 3.12.280 the City Council may amend the Comprehensive Plan. These amendments to the Comprehensive Plan are for the purpose of meeting the land use needs of the residents of the City, in conformance with the City's Land Use Plan. Comprehensive Plan Amendments may be initiated by the City Council, Planning Commission or by application by the owner of the property.

The application for a Comprehensive Plan Amendment shall include:

- a. Land Use Application Form completed and signed by Owner, or someone having legal interest in the property.
- b. Date of application.
- c. Name, address, telephone number, and, if available, fax and email address of the applicant as well as of the person, firm, corporation, or association.
- d. Parcel ID # and Legal description.
- e. Existing land use category you wish to change to.
- f. A narrative describing your reason for requesting the Comprehensive Plan amendment. Your description should include how you intend to use and/or benefit by the Comprehensive Plan Amendment.
- g. Mailing labels with names and addresses of property owners within 350 feet. The City requires that this list be from a certified abstractor or from Washington County.
- h. Applicable fee listed on the Cities current fee schedule.
- i. Such other information as the City may require to ensure compliance with other applicable ordinances.
- j. An electronic copy of all documents



PARCEL SEARCH APPLICATION  
PUBLIC WORKS DEPARTMENT  
SURVEY DIVISION

11660 Myeron Road North Stillwater, Minnesota 55082  
PHONE (651) 430-4300 EMAIL Publicworks@co.washington.mn.us

Payment Date:

Parcel Search File No:

Checks payable to **WASHINGTON COUNTY**

Payment Type:

**REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES**

|   |  |  |
|---|--|--|
| Applicant Name  | Business (if applicable)   |  |
| Mailing Address – City, State and Zip                                       |  | Phone  |
| Email   |  | Fax (if applicable)  |
| List of owner names and addresses for parcels located within _____ feet of: |  |  |
| Parcel Identification Number(s):  |  |  |
| Property Owner (if different)   | Physical Address (if different) – City and Zip if unassigned address |  |
| Date needed: _____  |  | Delivery Method:   |
| # sets of mailing labels _____<br>(no labels if emailed / faxed)            |  | _____ Pick up<br>_____ Mail*<br>_____ Email**<br>_____ Fax** |

**Parcel Search Fees (to be completed by Survey Division – based upon results of search)**

|  |          |
|--|----------|
| 1st 25 parcels, including subject parcel (\$50.00) | \$ _____ |
| Non-Radius / Labor per hour after first (\$93.00)  | \$ _____ |
| # of additional parcels _____ x \$.50              | \$ _____ |
| Sheet(s) of labels (up to 30/sheet) _____ x \$1.00 | \$ _____ |
| Extra set(s) of labels (\$1.00 per page)           | \$ _____ |

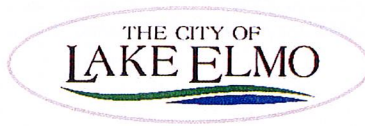
\*Postage Fee \$2.00 \$ \_\_\_\_\_

\*\*Email / Fax (no printed labels) \$2.00 \$ \_\_\_\_\_

Amount due: \$ \_\_\_\_\_

Total # of parcels \_\_\_\_\_  
Total # of labels \_\_\_\_\_  
Completion date \_\_\_\_\_  
Service Rep \_\_\_\_\_

THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES.  
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.



**City of Lake Elmo**  
**Escrow Agreement for Municipal Review Services**  
**Deposit Agreement**

**THIS AGREEMENT** is made this 31st day of August, 2023, by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

GWSA Land Development, LLC  
6885 Sycamore Lane North, Suite 110  
Maple Grove, MN 55369

B. "Owner" whose name and address is:

Sycamore Investment Partners, LLC  
6885 Sycamore Lane North, Suite 110  
Maple Grove, MN 55369

**RECITALS**

**WHEREAS**, the Applicant has applied to the City for approval for one or more of the following: (Select All That Apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Plat (Sketch, Preliminary or Final)                | <input type="checkbox"/> Variance                                    |
| <input type="checkbox"/> PUD/OP-PUD (Pre-Application, Preliminary or Final) | <input type="checkbox"/> Minor Subdivision                           |
| <input type="checkbox"/> Vacation   | <input type="checkbox"/> EAW Review                                  |
| <input type="checkbox"/> Conditional Use Permit                             | <input type="checkbox"/> Zoning Text or Map Amendment                |
| <input type="checkbox"/> Interim Use Permit                                 | <input type="checkbox"/> Wind Generator                              |
| <input checked="" type="checkbox"/> Comprehensive Plan Amendment            | <input type="checkbox"/> Wireless Communication Permit (co-location) |

**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. Mail, 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 Applicant; (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

By: Craig Allen  
Its: Chief Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

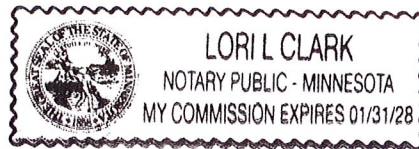
OWNER:

By: Craig Allen  
Its: Vice President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF WASHINGTON    )

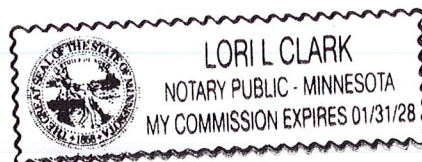
On this 31<sup>st</sup> day of August, 2023, before me a Notary Public within and for said County, personally appeared Craig Allen and \_\_\_\_\_ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she / they executed that same as his / her / their free act and deed.



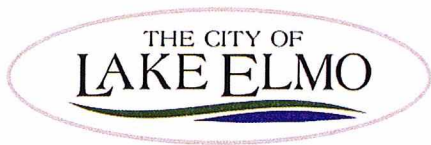
Lori L Clark  
Notary Public

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF WASHINGTON    )

On this 31<sup>st</sup> day of August, 2023, before me a Notary Public within and for said County, personally appeared Craig Allen and \_\_\_\_\_ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she / they executed that same as his / her / their free act and deed.



Lori L Clark  
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.

I agree to allow access by City personnel to the property for purposes of review of my application.

Signature of applicant

Date 8/31/23

Name of applicant Craig Allen  
(Please Print)

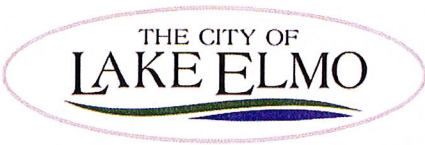
Phone



Name and address of Contact (if other than applicant) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_





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

## ***AFFIRMATION OF SUFFICIENT INTEREST***


I hereby affirm that **I am the fee title owner** of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant Craig Allen  
(Please Print)

Street address/legal description of subject property PID 14.029.21.14.0002

Address Unassigned

See Survey for Legal

  
Signature

8/31/23  
Date

**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.