



3800 Laverne Avenue North  
Lake Elmo, MN 55042

(651) 747-3900  
[www.lakeelmo.org](http://www.lakeelmo.org)

## NOTICE OF MEETING

The City of Lake Elmo  
Planning Commission will conduct a meeting on  
**Monday, November 24, 2014 at 7:00 p.m.**

## AGENDA

1. Pledge of Allegiance
2. Approve Agenda
3. Approve Minutes
  - a. November 10, 2014
4. Public Hearing –
  - a. PRELIMINARY PLAT AND PUD PLANS-INWOOD PUD. The Planning Commission will consider a request by Hans Hagen Homes and Inwood 10, LLC for a Preliminary Plat and Preliminary Planned Unit Development (PUD) Plan for a mixed use development to be located on 157 acres of land located south of 10<sup>th</sup> Street and East of Inwood Ave. The Proposed Preliminary Plat and development plans include 275 single-family housing, and 49 acres of open space (including parks, trails, storm water infiltration areas, buffers, and median planting areas).
5. Business Item
  - a. SKETCH PLAN REVIEW – HALCYON CEMETARY. The Planning Commission will review a Sketch Plan for a proposed cemetery located at 11050 50<sup>th</sup> Street North. The Sketch Plan has been submitted by the property owner, Mr. Lee Rossow.
6. Updates
  - a. City Council Updates
  - b. Staff Updates
    - i. Upcoming Meetings:
      - December 8, 2014
  - c. Commission Concerns
7. Adjourn



**City of Lake Elmo  
Planning Commission Meeting  
Minutes of October 27, 2014**

Chairman Williams called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

**COMMISSIONERS PRESENT:** Williams, Dodson, Kreimer, Larson, Lundgren, Dorschner and Haggard

**COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Community Development Director Klatt and Planning Intern Casey Riley

**Approve Agenda:**

The agenda was accepted as presented.

**Approve Minutes:** October 13, 2014

M/S/P: Haggard/Dorschner move to postpone the minutes; ***Vote: 7-0, motion carried unanimously.***

**Business Item:** Rural Area Analysis Presentation

**Business Item:** Design Standards Discussion

Planning Intern Riley started her presentation by stating that there is 3 different portions. Research relating to growth, rural inventory and 4 hypothetical growth scenarios. 2 main points kept coming up. New development being built is always more cost effective when infrastructure is present. Second, low density development is more land intensive and can change the look and feel of the community. Open land and farm land is much cheaper to a city. For each dollar of revenue for this land only .27 is spent. For every dollar in revenue for residential land \$1.07 is spent.

Riley explained what each type of land category is. High density, which would not be seen in Lake Elmo, large lot, low-density, urbanized and working land. Klatt stated that the large expenditures, whether it is in urban or suburban areas, are public safety, roads and schools. Maintaining roads and public safety is the highest per capita costs. There are storm water impacts and water quality impacts with growth. There are extensive wetlands in the rural areas and they might be damaged if there is extensive growth.



There was a discussion regarding the average value of a 2.5 acre lot and what that would be. Williams thought that the value of the homes should be included in the report if we are comparing to expenditures.

Klatt went through the City's zoning history and Comprehensive Plan history and explained how we got to where we are today. One of the major changes that has happened is the forecast number. This gives the City a lot more flexibility for the rural areas. From a staff perspective, there are more options to choose from. The big issue for staff is road access. The larger parcels are generally located on the larger roads and there might be some spacing issues. Staff is concerned that if the rural areas change and are more developed, does that change the character of the City. Is that consistent with the Comprehensive Plan? Looking at the studies, when a residential home is next to open space, the market value is higher. In general, large lot development creates a higher cost of services. Questions that the Planning Commission might want to explore. What is the City's intent with the rural character? How does open space play into that? Does it need to be commonly owned or can it be owned privately? How does access management play into growth? Should the City be encouraging new well or septic systems? Are higher density uses reasonable in rural areas? How does agriculture factor into Lake Elmo's future? Do we want to preserve that into the future? Does the City want to allow rural estates in the City? Do we want to allow some kind of hybrid zoning? Should the City move to be more restrictive in zoning in these areas?

Klatt stated that they are looking for feedback from the Planning Commission on how to move forward if at all. This area has potential to have even greater impact to the City than the urban areas.

The Commission would like to know at what point the growth does not pay for itself. Klatt stated that most Cities have a better mix of commercial and residential to offset each other. Kreimer wants to understand the shared septic. He is wondering if there are problems with other shared septic. Dodson stated that in Farms of Lake Elmo, the HOA has to have some level of knowledge. The design of the system was faulty and it caused the system to shut down. There is a problem with having HOA's managing these complicated system. The Planning Commission has concerns with shared septic due to cost, management and maintenance.

Dodson does not think we should be doing anything at this point. There is no pressure to do something different out there. With the added cost for roads and such, it does not make sense. Other members of the Commission were interested in seeing the possibility of rural estates.

#### **Business Item:** Design Standards Discussion

Williams started the discussion by stating that the Mayor was surprised that there were no design standards for the Hans Hagen development. Bloyer is not interested in any

design standards at all. Williams wants clarification on if the Planning Commission wanted to proceed with any kind of design standards for single family detached. Haggard said that in the Comprehensive Plan, it does suggest that we have design standards and expect high standards. She also feels that if it is a PUD, we have the right to put in design standards on a case by case basis. Klatt stated at the Preliminary Plat stage, the developer submits a design booklet and the Planning Commission can accept or reject what they submit. Klatt stated that they will be bringing forward form based codes which will relate more to the mixed use. Williams stated that we do currently have 2 design standards that apply to garages. Kreimer thinks that the Developers should submit examples of what they intend to build. Dodson stated that without a tool to deny something submitted, we could be stuck with them. Most of the Commission does not feel that design standards are necessary unless it is a PUD.

### **Updates and Concerns**

#### *Council Updates*

None

#### *Staff Updates*

1. Upcoming Meetings
  - a. November 10, 2014
  - b. November 24, 2014

#### *Commission Concerns –*

Dodson asked if there was any economic plan for commercial development. The \$1.09 for residential vs .27 for commercial. Where are we thinking of putting the commercial and how are we going to entice businesses to come here? Williams stated the Comp Plan does allow for commercial along 94 and the old village. There has not been any cost benefit analysis done regarding this. Klatt stated at the next meeting, the Commission will be presented with an Economic Development Plan.

Meeting adjourned at 9:40 pm

Respectfully submitted,

Joan Ziertman  
Planning Program Assistant



PLANNING COMMISSION  
DATE: 11/24/14  
AGENDA ITEM: 4A – PUBLIC HEARING  
CASE # 2014-48

ITEM: InWood PUD – Preliminary Plat and Preliminary PUD Plan

SUBMITTED BY: Kyle Klatt, Community Development Director

REVIEWED BY: Nick Johnson, City Planner  
Jack Griffin, City Engineer  
Stephen Mastey, Landscape Architecture, Inc.  
Greg Malmquist, Fire Chief

---

### **SUMMARY AND ACTION REQUESTED:**

The Planning Commission is being asked to consider a Preliminary Plat and Preliminary PUD Plan application from Hans Hagen Homes and InWood 10, LLC for a mixed use Planned Unit Development (PUD) to be located on 157 acres of land at the southeast corner of Inwood Avenue and 10<sup>th</sup> Street in Lake Elmo. The application for a Preliminary Plat and Preliminary PUD Plan follows the City's approval of a general concept plan for the site, and the plans as submitted are consistent with this earlier approval. While the overall plans include a mix of single-family residential, medium to high density residential, and commercial development, the applicant has provided detailed preliminary plans for only the single-family portion of the site. The proposed plat includes 275 single family detached lots, while the remainder of the site will be platted as outlots for future open space, commercial, and multi-family uses. Preliminary development plans will need to be submitted in the future for these other planned uses. Staff is recommending approval of the request subject to compliance with 15 conditions as noted in the Staff report.

---

### **GENERAL INFORMATION**

*Applicant:* Hans Hagen Homes (John Rask), 941 NE Hillwind Rd. Suite 300, Fridley, MN and Inwood 10, LLC (Tom Scheutte) 95 S Owasso Blvd. W., St. Paul, MN

*Property Owners:* Inwood 10, LLC (Tom Scheutte), 95 S Owasso Blvd. W., St. Paul, MN

*Location:* Part of Section 33 in Lake Elmo, immediately south of 10th Street (CSAH 10), immediately north of Eagle Point Business Park, immediately east of Inwood Avenue (CSAH 13) and immediately west of Stonegate residential subdivision. PIDs: 33.029.21.12.0001, 33.029.21.12.0003, 33.029.21.11.0002 and 33.029.21.11.0001.

*Request:* Application for Preliminary Plat and Preliminary Planned Unit Development (PUD) Plan approval of a mixed-use development to be named InWood. The preliminary plat includes 275 single-family residential lots, while the remainder of the site will be platted as outlots (subject to future review and approval by the City of Lake Elmo).

<i>Existing Land Use and Zoning:</i>	Vacant land used for agricultural purposes. Current Zoning: RT– Rural Transitional Zoning District; Proposed Zoning: LDR – Low Density Residential, HDR – High Density Residential and C – Commercial (all with PUD overlay)
<i>Surrounding Land Use and Zoning:</i>	North: Vacant agricultural land and two residential homes – RR and PF zoning; West: Oak Marsh Golf Course, urban single family subdivision, commercial – City of Oakdale jurisdiction; South: Offices in Eagle Point Business Park (including Bremer Bank facility) – BP zoning; East: Stonegate residential estates subdivision – RE zoning.
<i>Comprehensive Plan:</i>	Urban Low Density Residential (2.5 – 4 units per acre), Urban High Density Residential/Mixed Use (7.5 – 15 units per acre) and Commercial
<i>History:</i>	The site has historically been used for agricultural purposes; there is no specific site information on file with the City (the property was subject to development speculation at various times in the past). The applicants have submitted a mandatory Environmental Assessment Worksheet (EAW) for the development and the comment period for the EAW ended on October 29, 2014. The City Council will consider adoption of a resolution declaring no need for an EIS (Environmental Impact Statement) at its December 2, 2014 meeting. The City Council approved the general concept plan for the development at its September 16, 2014 meeting.
<i>Deadline for Action:</i>	Application Complete – 10/10/14 60 Day Deadline – 12/10/14 Extension Letter Mailed – No 120 Day Deadline – 2/10/15
<i>Applicable Regulations:</i>	Chapter 153 – Subdivision Regulations Article 10 – Urban Residential Districts (LDR and MDR) Article 16 – Planned Unit Development Regulations §150.270 Storm Water, Erosion, and Sediment Shoreland Management Overlay District

---

## REQUEST DETAILS

The City of Lake Elmo has received a request from Hans Hagen Homes and InWood 10, LLC for approval of a preliminary plat and preliminary development plans associated with the InWood Planned Unit Development. The PUD will be located on 157 acres of land located southeast of the intersection of Inwood Avenue and 10<sup>th</sup> Street in Lake Elmo, and is consistent with the development uses and areas as depicted in the general concept plan for the property. The submitted plans cover the entire site; however, the developer intends to proceed construction of only the single family areas at this time, and will need to submit more detailed plans for the multi-family and commercial areas in the future.

As noted during the concept plan review, the overall project can be divided up into three distinct areas on the plans, which includes a multi-family area south of 5th Street, a single-family “lifestyle housing” neighborhood north of 5th Street, and commercial areas with frontage along Inwood Avenue. Within the residential areas, the developer plans a mix of different housing options,

including single-family detached housing, townhouses, and multi-family. The planned single-family areas differ from typical residential neighborhoods in that the lots are smaller than otherwise allowed in the LDR zoning district, with reduced setbacks from the LDR standards as well. The homes to be built in these areas are intended to appeal to a different market than a typical neighborhood by incorporating common open areas, association-maintained lawns and driveways, and other services, and with amenities that are more typical in a townhouse type of development.

The concept plan was approved by the City Council with conditions that ultimately resulted in reductions to the overall dwelling unit count for the project. These changes included the elimination of any multi-family residential north of the proposed 5<sup>th</sup> Street alignment, and further reductions in the number of single-family lots to provide additional space for a larger park in the extreme southeastern part of the site. The preliminary plans as submitted include 275 single-family residential detached dwelling units (down from 281 on the original concept plan) all located in a contiguous area on the site north of 5<sup>th</sup> Street and east of the planned commercial areas along Inwood Avenue.

For the purposes of this review, the proposed commercial and multi-family areas of the site will not be discussed in terms of specific uses and building footprints or other site details since these details will need to be provided as part of any future PUD and subdivision review and approvals. This is very similar to the approach used in the Eagle Point Business Park, with individual construction projects being reviewed by the City as buildings are proposed for undeveloped sites within the park. The staff review therefore focuses on the single-family portions of the site in terms of the general planning and zoning issues, and all of the single-family lots that are being platted as part of the proposed preliminary plat. All other areas of the development are shown as outlots, and therefore will be subject to future subdivision approval. With the approval of the preliminary development plans as submitted, the developer may proceed with final plat approval for the single-family portions of the InWood development.

As part of the concept plan review, the City did approve the configuration of uses as shown on the preliminary development plan. This site layout includes the creation of a commercial area that extends approximately 400 feet east of Inwood Avenue and is located between 10<sup>th</sup> Street and 5<sup>th</sup> Street. The preliminary plans also mirror the concept plan with the designation of a multi-family for all portions of the site that are south of 5<sup>th</sup> Street. The other significant development area represents the remainder of the site, which is planned for single-family development. In addition, the plans include a buffer along the eastern boundary of the site that maintains the 100-foot buffer specified for this area in the Comprehensive Plan. The proposed land uses and configuration of these uses were deemed to be in compliance with the City's Comprehensive Plan by the City Council as part of the findings of approval for the concept plan. The applicant has not deviated from the concept plan approval with the preliminary plat and PUD plan submissions.

While specific details concerning development within the commercial and multi-family outlots will be provided with future plan submissions, the applicant has provided the required preliminary plans for all site grading, erosion control, grading, storm water management, utilities, streets, sidewalks, landscaping, and other details for the entire development area. These plans will serve as the basis for all future reviews, whether these reviews are for a final plat related to the single family areas of the site or more detailed preliminary development plans for the commercial and multi-family portion of the InWood PUD.

The City's overall PUD process has three phases: 1) General Concept Plan, 2) Preliminary Development Plan, and 3) Final Plan. It should be noted that the Planning Commission reviewed the InWood General Concept Plan at meetings conducted on August 25<sup>th</sup> and September 8 of this year,

with approval by the City Council at its September 16, 2014 meeting with the adoption of Resolution No. 2014-72. Approval of the General Concept Plan allows the applicant to proceed with preparation of preliminary plans, which the applicant has now submitted. Staff has reviewed the approved General Concept Plan and all the conditions associated with the approval. The applicant has also provided a point-by-point response to the conditions of approval, which is included in the application packet provided to the Planning Commission.

The applicant has previously explained the rationale for requesting a Planned Unit Development (PUD) as part of the concept plan application, and Staff has agreed that using the PUD process for the development of this site is reasonable and beneficial for the City in a number of ways, including:

- The PUD process allows the City to review the site as a whole instead of dealing with individual development projects that may or may not be connected to each other.
- This overall approach allows the City to work with the developer on a series of larger planning and development issues on this site, including determining the appropriate road configurations through this area, the best manner in which to serve not just the applicant's site, but adjacent areas with sewer and water services, and many other connected issues including park dedication, trails, County road improvements, landscaping and buffering and other aspects to site development.
- The developer has requested certain exceptions from standard zoning requirements (as allowed through the PUD process) in order to bring forward a unique development that provides a housing option not presently found in Lake Elmo. The resulting project will function similar to a townhouse project, but with all of the homes on individual lots under separate ownership.
- The integrated approach allows the developer to plan for common maintenance and upkeep of the areas around individual homes, which further allows for some unique street configurations that will bring open space into a median planting/storm water area within certain streets in the development.
- The development proposes a mix of uses and activities across the site that can be integrated as one larger development instead of separate areas. For instance, the planned roads have been designed to provide necessary access to residential and commercial areas while providing for appropriate separation between these uses.
- The applicant has previously provided documentation that the development plans are consistent with the City's requirements for consideration of a PUD.

In terms of new roads to serve the InWood development, the preliminary plans include the extension of the City's planned 5<sup>th</sup> Street minor collector road from the western-most extension of this road through the Boulder Ponds development to the east all the way its eventual termination point at Inwood Avenue. The developer is proposing to build this road as part of the Phase 1 improvements, and it will serve as the main collector road for moving traffic through the middle portion of the development while providing an important link to the east. The other major road feature, labeled as Street B and Street B-2 on the plans, will provide a north and south connection through the entire site and will eventually provide a link between 10<sup>th</sup> Street, 5<sup>th</sup> Street, and Eagle Point Boulevard and the extreme southern portion of the development. Other local streets will be constructed as the residential lots are platted or in conjunction with future plans for multi-family and commercial development.

The other major features of the InWood Preliminary PUD Plans include the creation of a new park area immediately to the west of the existing Stonegate Park in the southwestern portion of the development; an extensive trail system providing access throughout the internal portions of the development, a site-wide storm water infiltration system that is intended to comply with South Washington Watershed District requirements, and the use of center medians within individual neighborhoods to provide common green space within the local street system. The applicant has also submitted a concept plan for the use of Outlot P in the northwestern portion of the site in response to the Planning Commissions request for additional gathering space in this area.

The InWood planned development is located within Stage 1 of the I-94 Corridor Planning Area, and public water and sewer services are presently available to the site via connections to the Eagle Point Business Park. The City's Comprehensive Plan calls for installation of a public water trunk line to bring water down to this area from the north that will also provide connections to City of Lake Elmo water system for the other near-by developments to the east.

---

## **PLANNING AND ZONING ISSUES**

Because the Planning Commission has previously received a significant amount of information along with the concept plan for the InWood PUD and spent several hours over the course of two meetings reviewing this information, Staff will therefore focus on those aspects of the plans that have been changed or updated since the City's concept plan approval, along with a general summary of the PUD request as submitted by the applicant of the current report. Other general issues are noted as well.

As required by the City's Zoning and Subdivision Ordinances, the applicant has provided a much greater amount of information as part of the current submission than is required for a Concept. Because of this, Staff will not attempt to spell out every single change or update from the concept plan, but instead will provide a summary of the most significant changes that have been made to address specific comments from the Commission as follows:

- All multi-family development is located south of 5<sup>th</sup> Street, and the area previously planned for multi-family housing in the extreme northwest portion of the site has been changed to commercial development. These units have been eliminated from the plans and resulted in a fairly significant drop to the overall site density.
- The southeastern corner has been reconfigured to provide a larger park area adjacent to the Stonegate Park. The general park concept layout is consistent with a plan that was presented by the applicant during the concept plan review.
- The portion of 5<sup>th</sup> Street extending to the east and south of the applicants' site has been reconfigured to avoid any additional right-of-way acquisition from Bremer Bank.
- Sidewalks have been added to both sides of "Street B" per the recommendation of the Planning Commission.
- Any lots that were encroaching into the required 100-foot buffer area between InWood and Stonegate have been moved to comply with this requirement.

- In response to the Planning Commission request for additional small park in the northwest corner of the development the developer has submitted a concept for Outlot P (Street N) that shows how this area could be used for public gathering space associated amenities. The applicant has accurately pointed out that the City's reviewing bodies did have differences of opinions concerning the size and most appropriate improvement for this area.
- As a response to a specific condition of approval, the developer has proposed specific design considerations for the single family homes. These standards will be incorporated as part of the City approval.

There are other aspects of the development plans that were discussed by the Planning Commission but that have not been changed based on the City Council's direction to have the Commission reconsider these items as part of its preliminary development plan review. Please refer to the attached minutes for the specific Council direction on these review items. These specific development items include the following:

- The plans as submitted do not incorporate sidewalks on the interior loop roads throughout the subdivision. The developer has provided a response to this Condition in the application packet (Page 6 of Exhibit A), and has explained how these particular streets have been designed to accommodate pedestrians safely. In particular, the applicant stated that these streets have been designed to slow traffic, provide space for guest parking in a location that reduces conflict points, promote clear sight lines along the road, reduce or eliminate cut-through traffic, soften the landscape with plantings in the median, and minimize the distance to sidewalk and trails that connect to the broader trail network within and outside the development.
- The lots at the end of the Streets E, F, and H have been left in a configuration that follows the concept plan submission. The applicant again has provided a response to the concept plan condition of approval as noted on Page 7 of Exhibit A in their PUD application materials. The applicant has specifically stated in this response that making this change would require pushing the lots back towards the boundary with Stonegate instead of maintaining a more substantial buffer than otherwise required to preserve the existing landscaping in this area. Staff would also like to point out that the resulting lots at the end of the curve are actually very similar in size to the "designer" lots in the southern portion of the development. As depicted on the InWood preliminary plat, the designer lots range in size from 8,346 to 11,931 square feet while the lots at the end of the loop roads in the eastern portion of the site range in size from 8,800 square feet to 10,754 square feet. Please note that all of the lots at the end of these cul-de-sacs meet the minimize lot size requirements of the City's LDR Zoning Districts. For all practical purposes, there is not a lot of differentiation, if any, between these two types of lots in terms of size, and the applicant has indicated that making these lots larger will have the unintended consequence of impacting the existing landscape buffer.
- The applicant has accurately noted that the County does not have plans for trails along either Inwood Avenue or 10<sup>th</sup> Street as part of its long-range plans, and has therefore not included such trails as part of the preliminary development plans. After discussing this matter with the County, Staff does not object to the applicant's position concerning trails along and within the County right-of-way, but would like to note that the City's trail plan does include a connection from the intersection of 10<sup>th</sup> and Inwood through this development to the east. Staff is recommending that as a condition of approval for the preliminary PUD plans, that the



preliminary development plans be updated to include a trail connection either along Inwood Avenue from 10th Street to either 5th Street or to the planned trail segment along 9th Street or a trail connection along 10th Street that connects Street B and the trail to the east to Inwood Avenue.

The applicant has provided a detailed summary and response to all other conditions of approval that addresses the City's previous review comments, along with a line-by-line response to the application submission requirements for this type of request. Staff has reviewed this information and found that it is an accurate response to the various development requirements and conditions of concept plan approval.

The InWood development includes a request for a Planned Unit Development and some related flexibility as permitted under this ordinance. In order to grant a PUD, an applicant is required to demonstrate compliance with the City's PUD applicant requirements and PUD Objectives. These requirements and objectives are spelled out in the attached PUD Narrative provided by the applicant, along a response for each item. For the most part, the single family portion of the development is consistent with the zoning requirements for the City's LDR – Low Density Residential Zoning District, with the exceptions that were discussed during the concept plan review and are summarized as follows:

<b><u>Setback</u></b>	<b><u>LDR Zoning District (Min.)</u></b>	<b><u>Inwood PUD (Min.)</u></b>
Front Yard	25 feet	20 feet
Interior Side Yard	10 Feet Principal Structure Side / 5 Feet Garage Side	4 Feet
Rear Yard	20 feet	20 feet
Lot Area	8,000 square feet	4,250 square feet
Lot Depth	N/A	110 feet
Lot Width	60 feet	38 feet

All other requirements for the City's LDR zoning district will apply, including the allowed uses and other site and development standards.

Please note that the above table includes some minor modifications from the numbers proposed by the developer and are being recommended by Staff in order to ensure that there is sufficient flexibility to construct the subdivision as proposed. The purpose of this table is to document the minimum expectation for lots and homes in the development, and is otherwise consistent with the development plans. Staff is also recommended numbers that will allow for minor revisions to various site planning issues that have been identified by Staff, including wetland buffers, provision of adequate storm water infiltration areas, and road adjustments that are necessary for the development to comply with all applicable City development and engineering standards. For instance, the City is requesting that all wetland buffers be contained within an outlot and not spill over on to private properties. The developer should be able to address this review comment by making small adjustments to the property boundaries in these portions of the site to that the actual on site conditions will not necessarily need to be changed.

The application packet provided by the applicant provides a fairly detailed response to the City's PUD Ordinance requirements for a preliminary development plan, and Staff will not be providing

much more in terms of further analysis for this information, but would like to specifically comment on the following aspects of the plan:

- The City’s PUD requirements require that 20% of the project area not within street rights-of-way must be preserved as open space (and the ordinance specifically allows infiltration areas to be counted towards this amount). The applicant has provided a specific plan as part of the application materials that demonstrates that over 30% of the site, including roads, will be open space.
- While the proposed lot dimensional standards listed above are lower than those required in the LDR zoning district, the applicant has proposed a preliminary plan that includes a mixture of lot sizes and widths throughout the development, including “designer lots” in the southwest portion of the site that will predominately comply with the LDR district standards. The overall breakdown of lot widths is listed in the development application as follows:
  - 16% of lots are 38 feet in width
  - 53% are 50 feet in width
  - 16% are 58 feet in width
  - 15% are 65 feet in width

With the provision of open space as note above and even with the smaller lot sizes that have been proposed, this development falls within the lower end of the range allowed for low density residential development in the City Comprehensive Plan.

- The PUD applicant materials include a specific zoning and phasing plan for the project. As noted in the previous Staff report concerning this matter, the base zoning will be established at the time the final plat is recorded for the entire development (the specific land use areas will not be established as separate outlots until this time). The Zoning for the property will be split between LDR, HDR – High Density Residential, and C – Commercial consistent with the corresponding land uses on the applicant’s plans. The Phasing Plan divides the single family area into four distinct phases, starting with the neighborhoods immediately adjacent and north of 5<sup>th</sup> Street. As noted earlier, the phase 1 area includes the construction of 5<sup>th</sup> Street across the entire development site. There is no time frame established for the construction of any buildings or public improvements within the commercial or multi-family portions of the site.

The overall site plan for the property follows the adopted concept plan very closely. Staff has conducted a review of the detailed plat and plans and specific comments from Staff concerning these plans are listed in the following section of this report.

The following is a general summary of the subdivision design elements that have proposed as part of the InWood preliminary plat and plans:

**Zoning and Site Information:**

- |                            |  |
|----------------------------|--|
| • Existing Zoning:         | RT – Rural Development Transitional District |
| • Proposed Zoning:         | LDR, MDR and C                               |
| • Total Site Area:         | 157.2 acres                                  |
| • Total Residential Units: | 539 (275 single family, 264 multi-family per |

- Proposed Density (Net): development plans)  
Single Family – 3.0 units per acre  
Multi-family – 9.1 units per acre

Proposed Lot Dimensional Standards through Planned Unit Development Process:

- As listed above

Proposed Street Standards:

- ROW Width – Local 60 ft. (per Subdivision Ordinance)
- ROW Width – Minor Collector 100 ft. (Engineering Standard)
- ROW Width – Loop Roads 40 ft. (one way segment with median)
- Street Widths – Local: 28 ft. (per City standard)
- Street Widths – Loop Roads 22 ft. (one way)

The standards listed above are all either in compliance with the applicable requirements from the City's zoning and subdivision regulations, or are consistent with requested modifications through the proposed planned unit development (PUD). Based on Staff's review of the Preliminary Plat and Preliminary PUD Plan, the applicant has generally demonstrated compliance with the majority of the applicable codes, and the requested modifications or flexibilities as allowed under the City's PUD Ordinance represent a reasonable request given the various design goals the applicant is trying to achieve.

---

## REVIEW AND ANALYSIS

City Staff has reviewed the InWood preliminary plat and preliminary PUD plan. In general, the proposed plat will meet all applicable City requirements for conditional approval, and any deficiencies or additional modifications that are needed are noted as part of the review record. In addition, the City has received a detailed list of comments from the City Engineer, the Fire Chief and the City's Landscape Consultant, Stephen Mastey, all of which are attached for consideration by the Commission.

In addition to the general comments that have been provided in the preceding sections of this report, Staff would like the Planning Commission to consider the following review comments as well:

### Critical Path Issues:

- **Water Tower.** The City's water supply plan, last updated as part of the 2008 Comprehensive Plan Update, indicates that a water tower is necessary to serve this area in order to provide adequate water system operations to serve the additional units (both commercial and residential REC units) within the proposed development area. Although the Comprehensive Plan does identify a water tower southwest of the 10<sup>th</sup> Street and Inwood Avenue intersection of the applicant's property, the land owner has been negotiating with the City to identify a location for this water tower on land they presently own north of 10<sup>th</sup> Street. At this point, there is a general agreement in place for the City to acquire land roughly midway between 15<sup>th</sup> Street and 10<sup>th</sup> Street and adjacent to Inwood Avenue, which would allow the City to construct the tower with the other planned water improvements in the area. As noted during the concept plan review, the location of the tower will need to be finalized prior to the platting of any property within the PUD project area.

- **5<sup>th</sup> Street.** The applicant has submitted plans for 5<sup>th</sup> Street that comply with the location for this road as depicted in the City's transportation plan. As the Planning Commission has seen with other projects in the area, transition from InWood to Boulder Ponds by the Bremer Bank facility and Stonegate Park has previously been identified as a pinch point and an extremely difficult transition area for this segment of the road. In balancing the needs and expectations of all impacted parties, while also adhering to the road alignment as previously approved by the City, the developer has submitted plans that avoid any further impacts to Bremer's property while keeping the curve somewhat tighter to minimize impacts to Stonegate Park and the new park area adjacent to Stonegate. The curve as proposed would reduce the intended design speed for 5<sup>th</sup> Street through this area; however, both the applicant and Bremer Bank have stated that they would prefer this solution to a higher design speed. Should the proposed design be found to be problematic as planning for 5<sup>th</sup> Street continues into the final plat submission, the City will still be able to continue working with the applicant and neighboring property owners on an acceptable solution. As noted below, the applicant has also agreed to modify the preliminary plan to eliminate two of the existing access points on to 5<sup>th</sup> Street, which will also help ensure that the proposed design will serve the intended function of the road. Staff is recommending that the plans as submitted be approved for InWood, with the understanding that additional conversations with the affected property owners and the results of any further analysis will be taken into consideration as the developer's plans are finalized for their entire segment.

#### **Other Issues:**

- **City Engineer Comments.** The City Engineer has submitted a detailed list of comments that will need be addressed prior to the City's approval of final development plans for this property. None of the comments represent a critical concern (other than the ones noted above) that will not be able to be addressed by the applicant as they finalize the development plans for the site, and most of the comments are requesting technical revisions to ensure compliance with the City's engineering and development standards. Of particular note, the City Engineer has requested a realignment of Street N around Outlot P to meet the City's required geometrics and is asking that all wetland buffers and the high water level of storm water infiltration ponds be located on publicly owned outlots.
- **Sewer and Water.** The City will be extending water down Inwood Avenue to serve the urban service areas along the I-94 Corridor as identified in the City's Comprehensive Plan. Prior to the completion of this water project, the InWood development will be served under the City's current agreement with the City of Oakdale. The water main project is expected to be completed in 2015. The developer will also be required to install sewer service throughout the project area, and the City Engineer has asked that the preliminary plans be updated to accommodate the oversizing necessary to provide adequate service levels within and adjacent to this development. The developer has provided a general response to the City Engineer's comments, and will continue working with the City Engineer to ensure that the final design accommodates the City's service needs for the entire area.
- **Environmental Review.** The public comment period for the InWood EAW was completed on October 29, 2014. The City received six letters from commenting agencies, and based on the comments received, Staff agrees with the developer that none of the comments provided represent a significant environmental issue that could not otherwise be addressed through the City's review and approval process. The City Council will be considering the EAW comments at its December 2, 2014 meeting, and will be asked to consider a resolution

finding no need to perform an EIS (Environmental Impact Statement) at this time. The developer is also working on a response to the comments that will be included with the Council resolution.

- **Design Standards.** The Planning Commission requested the inclusion of residential design standards as part of the PUD approval. The developer has proposed specific design standards for the residential homes as listed in the PUD Narrative and response to conditions of approval.
- **Trails.** In order to help better illustrate the location of all trails and sidewalks planned within the development the developer has submitted a specific color plan illustrating the location of these improvements throughout the project area. Staff would like to note that although the developer is not planned to install any trails beyond those shown along Inwood Avenue and 10<sup>th</sup> Street, the City's Trail Plan does depict a City trail extending from this intersection to the City's wide trail network to the south and east of this area. Based on this plan, Staff is recommending that the preliminary development plans be updated to include a trail connection either along Inwood Avenue from 10<sup>th</sup> Street to either 5<sup>th</sup> Street or to the planned trail segment along 9<sup>th</sup> Street or a trail connection along 10<sup>th</sup> Street that connects Street B and the trail to the east to Inwood Avenue.
  - **Trail Adjacent to Wetland.** In response to comments from the City Engineer, the applicant will need to either move the planned north/south trail through Park 1 further to the west around an existing wetland area or will need to work with the South Washington Watershed District to design a multi-purpose trail through the buffer area that complies with the watershed district's requirements.
- **Sidewalks.** The developer has provided a sidewalk along both sides of Street B in response to the concept plan review comments from the City. The developer's response to other sidewalk issues are noted elsewhere in this report.
- **Washington County Review.** The City has received an updated set of comments from the County that mirror its review of the concept plan. The developer will need to prepare plans for the intersection of Inwood Avenue and 5<sup>th</sup> Street and Street B and 10<sup>th</sup> Street that comply with the County's requirements for intersection improvements at these intersections. Staff is recommending that a condition of approval note that the City and developer will need to determine the appropriate cost sharing for these required improvements as part of a development agreement for the Phase 1 and Phase 3 development areas. The County is also asking for additional right-of-way to be platted along 10<sup>th</sup> Street; the final plat will need to incorporate the County's requirements for right-of-way in this portion of the plat.
- **5<sup>th</sup> Street Access.** Staff is recommending that access to 5<sup>th</sup> Street from Streets D2 and the southwest park be eliminated from the development plans in order to bring the proposed spacing into conformance with the City's access spacing guidelines. Staff is requesting that the developer continue working with the City to determine the most appropriate access into and out of the southwest park area. Staff is encouraging the inclusion of a connecting road between the park area and Outlot C in the approximately location of Lot 4, Block 7 on the preliminary plat.
- **Zoning.** Staff will bring forward the appropriate zoning map amendments for consideration once the applicant has submitted a final plat for the first phase of the development.

- **Wetlands.** The wetlands identified on the site are being protected from development. The City Engineer has requested that the applicant keep all buffer areas around these wetlands on publicly owned property.
- **Landscape Plan Review/Tree Preservation.** The City's Landscape Architect has completed an initial review of the proposed landscape plan and tree preservation plan, and his review comments are attached. The developer has been asked to provide additional documentation to verify that the eastern evergreen trees would be exempt from the City's replacement requirements.
- **Park Dedication.** The applicant has indicated that 12.2% of the overall land area planned for single family development will be dedicated as public parkland, which exceeds the City's requirement for land dedication for this type of use. The City will need to work with the developer to account for the multi-family and commercial park land calculations as part of any future development agreements for the project.
- **Phasing.** The developer will be constructing all of 5<sup>th</sup> Street and roughly one-third of the single-family lots as part of Phase 1. The applicant will need to enter into a development contract with the City related to the improvements necessary to service this development.
- **Fire Chief Comments.** Comments from the Fire Chief are attached for consideration by the Planning Commission. These comments will be taken into account as the final construction plans are being reviewed by the City.

#### Other Comments:

- **Subdivision Requirements.** The City's Subdivision Ordinance includes a fairly lengthy list of standards that must be met by all new subdivisions, and include requirements for blocks, lots, easements, erosion and sediment control, drainage systems, monuments, sanitary sewer and water facilities, streets, and other aspects of the plans. Many of these requirements have been addressed as part of the City Engineer's review memo (which is summarized below). After reviewing the proposed plat and PUD plan, Staff has not found any aspect of the plat that conflict with these requirements.
- **Comprehensive Plan.** With the elimination of the multi-family area in the northwest portion of the site, the overall densities proposed within both the single-family area and multi-family area are very much in line with the City's future land use plan. In this case, the Low Density Residential land use allows for residential densities at 2.5 to 3.99 units per acre and the applicant has proposed a net density of 3.0 units per acre. For the multi-family area, the developer is indicating that these densities will fall in the range of 8.4 to 9.1 units per acre, which is well within the Comprehensive Plan guidance of 7.5 to 15 units per acre.
- **Buffer Area.** The preliminary development plans indicate that no residential parcels will encroach into the required 100-foot buffer area between Stonegate and the InWood PUD. There are several locations in which the developer is providing a larger buffer area than required, with some areas as wide as 230 feet.
- **Street Names.** The final plat will need to incorporate street names per the direction of the Planning Department.
- **Shoreland Ordinance.** The preliminary development plans have been designed to comply with the City's Shoreland Management Overlay District. The specific development plans

that are subject to Shoreland regulations will need to be reviewed with any future development proposals for these site.

- ***Watershed District Review.*** Staff has not received any comments from the South Washington Watershed District concerning the InWood PUD. The development will need to comply with watershed district regulations and permitting requirements as the project moves forward for construction.
- ***Theming.*** Staff has distributed the Branding and Theming Study completed by Damon Farber and Associates to the applicants previously. In finalizing a landscape plan for the site, staff would recommend that the applicants consider the inclusion of various theming elements and amenities identified in the plan for various locations within the development. For example, the 5th Street and Inwood Avenue Intersection presents a gateway opportunity for the City. Utilizing some of the elements described in the theming study would help the development and City achieve unique design that is consistent with the theme that the City is attempting to augment and achieve as private development moves forward.

Based on the above Staff report and analysis, Staff is recommending approval of the preliminary plat and preliminary PUD plan with 15 conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to move forward with a final plat and final PUD plan. The recommended conditions are divided into two categories to better communicate the purpose and intent of the conditions. The recommended conditions are as follows:

***Recommended Conditions of Approval:***

***Pending Review and Approvals***

- 1) The applicant shall work with Community Development Director to name all streets in the subdivision in a manner acceptable to the City prior to the submission of final plat.
- 2) The City and the applicant shall reach an agreement concerning the location and dedication of land associated with the proposed water necessary to provide adequate water service to the InWood project area prior to the acceptance of a final plat for any portion of the PUD area.
- 3) The preliminary landscape plan shall be updated to address the review comments from the City's landscape architecture consultant as noted in a review letter dated November 18, 2014.
- 4) Prior to the submission of a final plat for any portion of the InWood PUD, the developer shall work with the City to determine the appropriate park dedication calculations for the entire development area.
- 5) As part of any development agreement that includes improvements to one of the adjacent County State Aid Highways (CSAH 13 and 10<sup>th</sup> Street), the City and the developer shall determine the appropriate responsibility for the cost of these improvements.
- 6) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site.
- 7) The applicant shall continue to work with the City on the final design of 5<sup>th</sup> Street, and in particular, the transition from the InWood PUD to properties located further to the east (including the Boulder Ponds development and land owned by Bremer Financial Services).

- 8) The utility construction plans shall be updated to incorporate the recommendations of the City Engineer concerning the appropriate location and size of sewer services through the PUD planning area, including any requested oversizing of these facilities to service adjacent properties.

***Modifications to the Preliminary Plat and Preliminary PUD Plans***

- 9) The proposed public street access to 5<sup>th</sup> Street from Streets D2 and the southwest park area (Park 1) shall be eliminated from the preliminary development plans in order to bring the proposed spacing into conformance with the City's access spacing guidelines. Staff is requesting that the developer continue working with the City to determine the most appropriate access into and out of the southwest park area.
- 10) All center median planting areas as depicted on the preliminary plat and plans shall be owned by the City of Lake Elmo and maintained by the Home Owners Association. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park, trails, or open space on the final plat.
- 11) The applicant must either move the planned north/south trail through Park 1 further to the west around an existing wetland area located approximately 400 feet south of 10<sup>th</sup> Street or will need to work with the South Washington Watershed District to design a multi-purpose trail through the buffer area that complies with all applicable watershed district's requirements.
- 12) The Final Plat and Plans must address the requested modifications outlined in the City Engineer's review memorandum dated November 16, 2014.
- 13) The applicant shall be responsible for updating the final construction plans to include the construction of all improvements within County rights-of-way as required by Washington County and further described in the review letter received from the County dated November 17, 2014.

***Plat Restrictions***

- 14) Prior to recording the Final Plat for any portion of the area shown in the Preliminary 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.
- 15) The developer must follow all the rules and regulations of the Wetland Conservation Act, and adhere to the conditions of approval for the South Washington Watershed District Permit.

---

**DRAFT FINDINGS**

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed InWood preliminary plat and preliminary PUD plan:

- That the InWood PUD General Concept Plan was approved by the City on September 16, 2014, and the submitted Preliminary Plat and Preliminary PUD Plan is consistent with the approved General Concept Plan.



- That the InWood preliminary plat and preliminary PUD plan are consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the InWood preliminary plat and preliminary PUD plan generally complies with the City's LDR - Urban Low Density Residential and MDR – Urban Medium Density Residential zoning districts.
- That the InWood preliminary plat and preliminary PUD plan comply with the City's subdivision ordinance.
- That the InWood preliminary plat and preliminary PUD plan comply with the City's Planned Unit Development Regulations.
- That the InWood preliminary plat and preliminary PUD plan comply with City's Engineering Standards, except where noted in the review memorandum from the City Engineer dated 11/16/14.
- That the InWood preliminary plat and preliminary PUD plan comply with other City zoning ordinances, such as landscaping, tree preservation, and erosion and sediment control.
- That the InWood preliminary plat and preliminary PUD plan achieve multiple identified objectives for planned developments within Lake Elmo.

---

#### **RECCOMENDATION:**

Staff recommends that the Planning Commission recommend approval of the InWood Preliminary Plat and Preliminary PUD Plan with the 15 conditions of approval as listed in the Staff report.  
Suggested motion:

***“Move to recommend approval of the InWood Preliminary Plat and Preliminary PUD Plan with the 15 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report.”***

#### **ATTACHMENTS:**

1. InWood PUD Application Booklet
  - a. PUD Plans
  - b. Application Forms
  - c. PUD Narrative
  - d. Open Space Plan
  - e. Plat Narrative
  - f. Preliminary Plat
  - g. Grading Plan
  - h. Utility Plan
  - i. Landscape Plan
  - j. HOA Documents

- 2. Park “N” Concept
- 3. City Engineer Review Memorandum, dated 11/16/14
- 4. Fire Chief Review Memorandum, dated 11/17/14
- 5. Landscape Consultant Review Memorandum, dated 11/18/14
- 6. Washington County Review Memorandum, dated 11/17/14
- 7. City Council Meeting Minutes – Excerpt from 9/16/14 Meeting
- 8. *Not Included in Packet – Available Upon Request:*
  - a. *Storm Water Management Plan*

**ORDER OF BUSINESS:**

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

# InWood Preliminary Plat and PUD Preliminary Plan Applications

## **Table of Contents**

1. PUD Plan
2. Applications
3. PUD Narrative
4. Open Space Plan
5. Plat Narrative
6. Preliminary Plat
7. Grading Plan
8. Utility Plan
9. Landscape Plan
10. HOA Document

# InWood



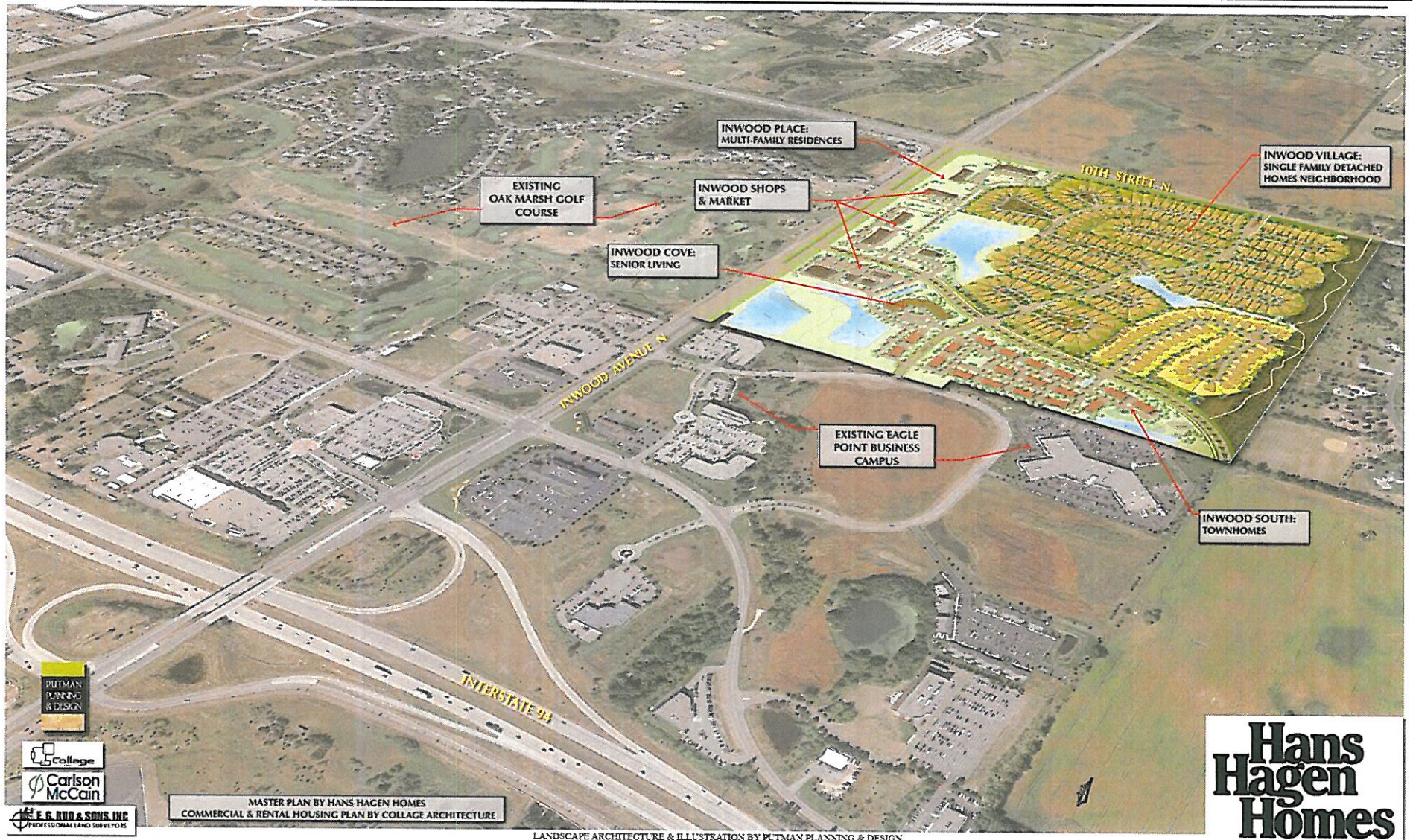
Illustration by Putman Planning and Design

*Lake Elmo*

**Hans  
Hagen  
Homes**

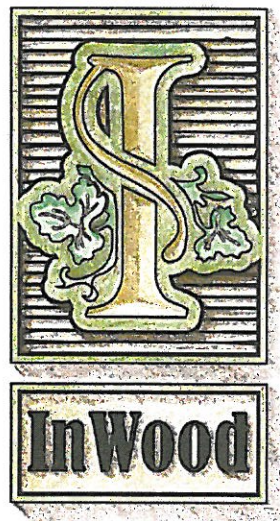


# INWOOD AERIAL PERSPECTIVE LOOKING NORTH WEST





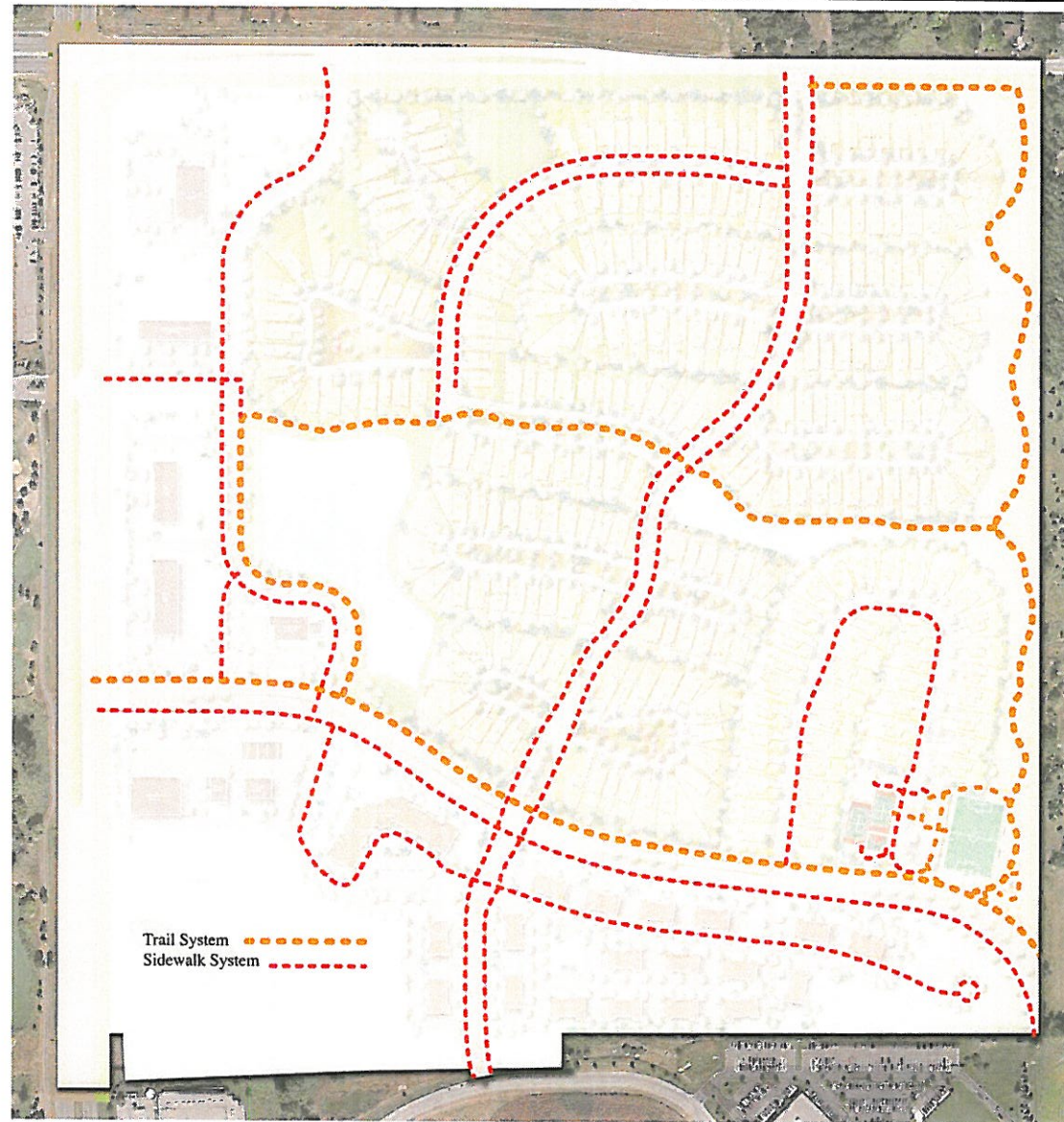
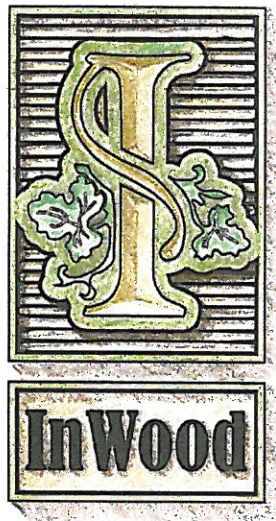
## *InWood - Neighborhood Plan*



**Hans  
Hagen  
Homes**



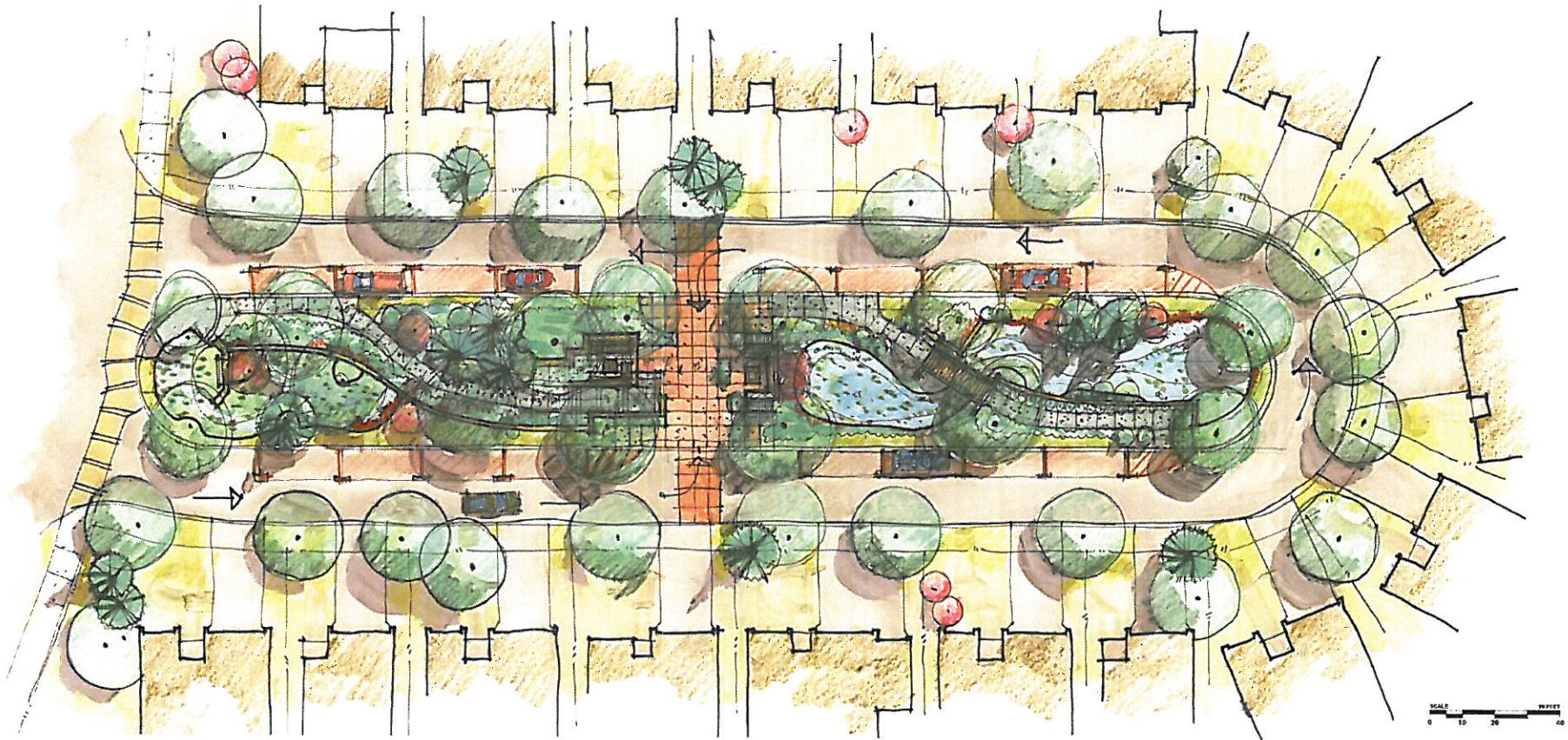
## *InWood—Trail and Sidewalk Plan*



**Hans  
Hagen  
Homes**



## *Typical - Neighborhood Garden and Open Space*



**Hans  
Hagen  
Homes**



## *InWood- Lifestyle Homes*



Photos by Putman Planning and Design



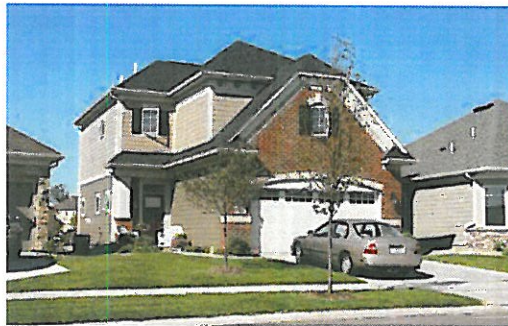
*Homes of high quality design, detail, and materials.*

**Hans  
Hagen  
Homes**



## *InWood- Lifestyle Homes*

---



Photos by Putman Planning and Design

*Homes of high quality design, detail, and materials.*

**Hans  
Hagen  
Homes**



## *InWood- Rear Yard Gardens*

---

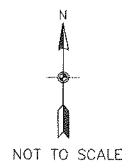
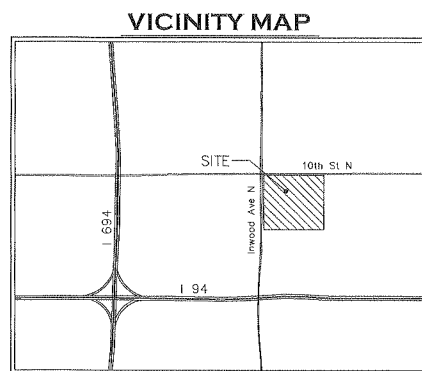


Photo by Hans Hagen Homes or John Rask

**Hans  
Hagen  
Homes**

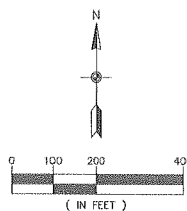
# INWOOD

## LAKE ELMO, MINNESOTA



### SHEET INDEX

1. COVER
- 2-3. EXISTING CONDITIONS
4. ZONING & PHASING PLAN
5. PRELIMINARY PLAT INDEX
- 6-11. PRELIMINARY PLAT
- 12-13. OPEN SPACE PLAN
14. PUD SITE PLAN
- 15-16. PRELIMINARY SITES & UTILITY PLANS
17. GRADING INDEX
- 18-23. PRELIMINARY GRADING & EROSION CONTROL PLANS
- 24-25. DETAILS



Know what's below.  
Call before you dig.

**E.G. RUD & SONS, INC.**  
Professional Land Surveyors  
6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel: (651) 361-6200 Fax: (651) 361-8701

**Carlson McCain**

- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota.

Print Name: Brian J. Krystofek, P.E.  
Signature: Brian J. Krystofek  
Date: 10/10/14 License #: 25063

Drawn: LC  
Designed: BJK  
Date: 10/10/14

**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

**InWood**  
Lake Elmo, Minnesota

**COVER**

1 of 25

Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
LU File #: \_\_\_\_\_



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

## PRELIMINARY PLAT APPLICATION

Applicant: Hans Hagen Homes  
Address: 941 NE Hillwind Rd, Suite 300  
Phone #: 763-586-7202  
Email Address: jraak@hanshagenhomes.com

Fee Owner: Ironwood 10 LLC  
Address: 95 South Chasco Blvd. E  
Phone #: 651-484-0070  
Email Address: schuethe@azuroproperties.com

Property Location (Address and Complete (long) Legal Description: NE 1/4 Section 33  
T29 R21

General information of proposed subdivision: See attached

Conducted pre-application meeting with Staff? ☒ Yes ☐ No

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: [Signature] Date: 10/8/14

Signature of Fee Owner: \_\_\_\_\_ Date: \_\_\_\_\_



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 [Signature] Date 10/6/14

Name of applicant John Rask Phone 763-586-7202  
(Please Print)

Name and address of Contact (if other than applicant) Sam

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



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.

Fee Owner or  
Name of applicant Timothy D. Lee  
(Please Print)

Street address/legal description of subject property NB 1/4 Section 33 T29 R21

Richard F. Schneider Jr. 7 Oct 2014  
Signature Date

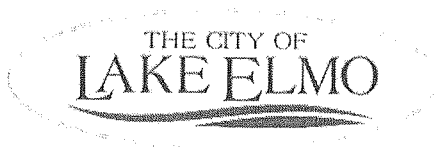
If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

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.



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



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

## LAND USE APPLICATION

- ☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☐ Variance\*(see below) ☐ Zoning Appeal
- ☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading
- ☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan
- ☐ PUD Concept Plan ☒ PUD Preliminary Plan ☐ PUD Final Plan

Applicant: Hans Hagen Homes  
Address: 941 NE Hillwind Rd. Suite 300  
Phone #: 763-586-7202  
Email Address: jrask@hanshagenhomes.com

Fee Owner: Talwood 10 LLC  
Address: 95 South Owasco Blvd. E  
Phone #: 651-484-0070  
Email Address: Schvette@azureproperties.com

Property Location (Address and Complete (long) Legal Description): NE 1/4, Section 33 T29 R21

Detailed Reason for Request: See attached

\*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

None required

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: [Signature] Date: 10/8/14

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





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 10/8/14

Name of applicant John Rask Phone 763-586-7202  
(Please Print)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Lake Elmo City Hall  
651-747-3900  
3800 Lavene 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 Hans Hagen Homes  
(Please Print)

Street address/legal description of subject property NE 1/4, Section 33 T29 R21

---

---

---

---

\* [Signature]  
Signature

10/6/14  
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.



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.

<sup>fee owner</sup>  
Name of applicant Lake Elmo 10 LLC  
(Please Print)

Street address/legal description of subject property 11014, Section 33 T29 R21

Richard J. Schneider Jr. 7 Oct 2014  
Signature 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.

# **PUD Preliminary Plan Application**

## **InWood Village – Single Family Home Narrative**

### **October 10, 2014**

The City's PUD Preliminary PUD application requests the following information:

- *A written statement generally describing the proposed PUD and the market which it is intended to serve and its demand showing its relationship to the City's Comprehensive Plan and how the proposed PUD is designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of the City."*

The proposed single family neighborhood is intended to serve an empty nester and young professional demographic that desires maintenance free living in a single family home. The City's Comprehensive Land Use Plan identifies a density range of 2.5 to 3.99 units per acre for the single family portion of the neighborhood. The InWood PUD has a gross density of 2.7 units per acre, and a net density (gross land area – park) of 3.0 units per acre.

The Housing Element of the City's Comprehensive Plan outlines objectives for providing a variety of housing choices in the City. The Housing Element of the Plan also provides a strategy of preserving open space by focusing the future growth in the I-94 Corridor. InWood provides a choice of housing not currently available, and is located within the I-94 Corridor.

The Housing Element further states that, "In the future, the City would like to encourage the development of life-cycle, workforce, and rental housing." Goal number 3 of the Housing Element on page IV-6 states that, "the City must strive to attract and develop a greater variety of housing that suits the needs of seniors..." The InWood neighborhood would advance the goals of the Housing Element by providing a type of housing not currently available in Lake Elmo, including housing that would serve the needs of seniors.

The arrangement of the neighborhood and the variety of housing is consistent with the City's Land Use Plan. The City's Land Use Plan identifies a mix of low density housing, high density housing, and commercial on this particular property.

- *A statement of the proposed financing of the PUD.*

InWood would be financed privately. We are not requesting any financial assistance, nor asking the City to finance and assess any of the proposed development, including the construction of 5<sup>th</sup> Street. Hans Hagen Homes will design, finance, and construct 5<sup>th</sup> Street through the project site.

- *Statement of the estimated total number of dwelling units proposed for the PUD and a tabulation of the proposed approximate allocations of land use expressed in acres and as a percent of the total project area, which shall include at least the following:*

- i. *Area devoted to residential use by building type;*

Single Family = 102.9 acres.

Future Commercial = 23.4 acres.

Future High Density Residential = 30.8.

- ii. *Area devoted to common open space;*

29 acres of open space in Single Family Area.

(48.8 acres of open space for entire neighborhood.)

- iii. *Area devoted to public open space and public amenities;*

12.58 acres of parkland in Single Family neighborhood.

1.76 acres in future multi-family area.

- iv. *Approximate area devoted to, and number of, off-street parking and loading spaces and related access;*

Each home will have a minimum of a two car garage with adequate parking for at least two cars in each driveway.

The commercial and multi-family uses shown on the plan are conceptual. A detailed site plan, including parking lot layout, will be provided once specific buildings and tenants are identified.

- v. *Approximate area, and floor area, devoted to commercial uses;*

Future commercial uses would occupy approximately 23.4 acres, and would include 90,870 square feet of commercial. Some of these buildings could be office as permitted under the commercial zoning of the property.

- vi. *Approximate area, and floor area, devoted to industrial or office use;*

None of the commercial buildings are identified exclusively for office at this time; however, it's likely that some of the buildings would contain some office uses.

- *When the proposed PUD includes increases in density of residential development above the base zoning district, a statement describing the site amenities to be included within the PUD, and demonstrating that the proposed site amenities sufficiently achieve the desired density bonus. Applicant is required to demonstrate that all site amenity standards have been met in order to be awarded increased density for residential development.*

The single family portion of the PUD is at a gross density of 2.7 units per acre and a net density of 3.0 units/acre. The density is below the 3.99 permitted by the Comprehensive Plan. Accordingly, no density bonus is necessary.

- *When the PUD is to be constructed in stages during a period of time extending beyond a single construction season, a schedule for the development of such stages or units shall be submitted stating the approximate beginning and completion date for each such stage or unit and the proportion of the total PUD public or common open space and dwelling units to be provided or constructed during each such state and overall chronology of development to be followed from stage to stage.*

See attached Phasing Plan.

- *When the proposed PUD includes provisions for public or common open space or service facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or service facilities.*

Included with this application is a draft of the Declaration of Covenants, Conditions and Restrictions and Easements that provide for the care and maintenance of open space areas of the single family neighborhood, including the infiltration areas. The future commercial and multi-family areas would be responsible for maintenance of their respective open space areas.

- *Any restrictive covenants that are to be recorded with respect to property included in the proposed PUD.*

Included with this application is a draft of the Declaration of Covenants, Conditions, Restrictions and Easements that cover the single family neighborhood.

### **Section 154.801 PUD Objections**

Section 154.801 of the Zoning Ordinance states that the City should consider whether one or more of the objectives listed below is being achieved when approving a Planned Unit Development.

- A. *Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.*

The City's Land Use Guide Plan calls for a mix of uses on the InWood property. The InWood PUD arranges commercial, multi-family and single family uses in a manner that provides for appropriate vehicle access, pedestrian connections, and transitions between uses. Berms, water features, public parks, opens spaces, and landscaping will establish transitions between different land uses. The PUD also incorporates low impact development street designs that provide for enhanced storm water management.

- B. *Promotion of integrated land uses, allowing for a mixture of residential, commercial, and public facilities.*

The single family lots are located north of proposed 5<sup>th</sup> Street on the east side of the neighborhood. A public park is established between the single family homes and the Stonegate development. The west side of the property adjacent to Inwood Avenue is planned for commercial uses. Significant water features, berms, and landscaping lie between the single family and the multifamily/commercial uses. The requested PUD provides for the integration of these compatible land uses.

- C. *Provision of more adequate, usable, and suitably located open space, recreational amenities and other public facilities than would otherwise be provided under conventional land development techniques.*

The InWood neighborhood incorporates a variety of open space and recreational amenities. The park on the east side of the neighborhood provides open space adjacent to the Stonegate development, as well as a trail connection to existing Stonegate public park. The park and trail system extends through the neighborhood to the commercial district of InWood. Trails and sidewalks are also provided along 5<sup>th</sup> Street with connections to the linear park.

The Preliminary PUD also includes additional public parkland to expand the Stonegate park, as well as a park south of 5<sup>th</sup> Street for use and enjoyment of residents in the multifamily portion of the neighborhood. The park south of 5<sup>th</sup> Street will also serve the adjacent commercial development providing a location for workers to enjoy a walk or lunch in the park.

- D. *Accommodation of housing of all types with convenient access to employment opportunities and/or commercial facilities; and especially to create additional opportunities for senior and affordable housing.*

The InWood neighborhood provides convenient access to existing employment opportunities located in the adjacent Eagle Point Office Park, as well as nearby locations in Oakdale, Woodbury, and Lake Elmo. As discussed earlier, the neighborhood will provide a variety of housing types including: townhouses, multifamily, senior, and single family homes.

- E. *Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.*

The property consists almost entirely of tilled agricultural fields and contains no significant environmental features. The trees along the east property line will be saved and incorporated into the park.

- F. *Preservation of historic buildings, structures or landscape features.*

There are no historic buildings or significant landscape features found on the property.

- G. *Coordination of architectural styles and building forms to achieve greater compatibility within the development and surrounding land uses.*

As discussed above, the purpose of the PUD is to provide for the appropriate mixing and integration of land uses. The architecture of the single family homes will be controlled through standards imposed by Hans Hagen Homes. The opportunity for the buyer to choose from a variety of architectural styles, features, colors, and materials will create visual interest and establish the unique neighborhood character of InWood.

Final building plans for the commercial or multi-family properties will be completed as specific projects are identified. Future buildings on these parcels would conform to applicable City standards.

- H. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.*

Master planning this neighborhood provides for the efficient layout and design of public utilities and services. The neighborhood will provide important connections to Eagle Point Boulevard, Inwood Avenue, and 10<sup>th</sup> Street. It will also provide the connection of 5<sup>th</sup> Street through the project site.

- I. Allowing the development to operate in concert with a redevelopment plan in certain areas of the City and to ensure the redevelopment goals and objectives will be achieved.*

The project does not include any redevelopment.

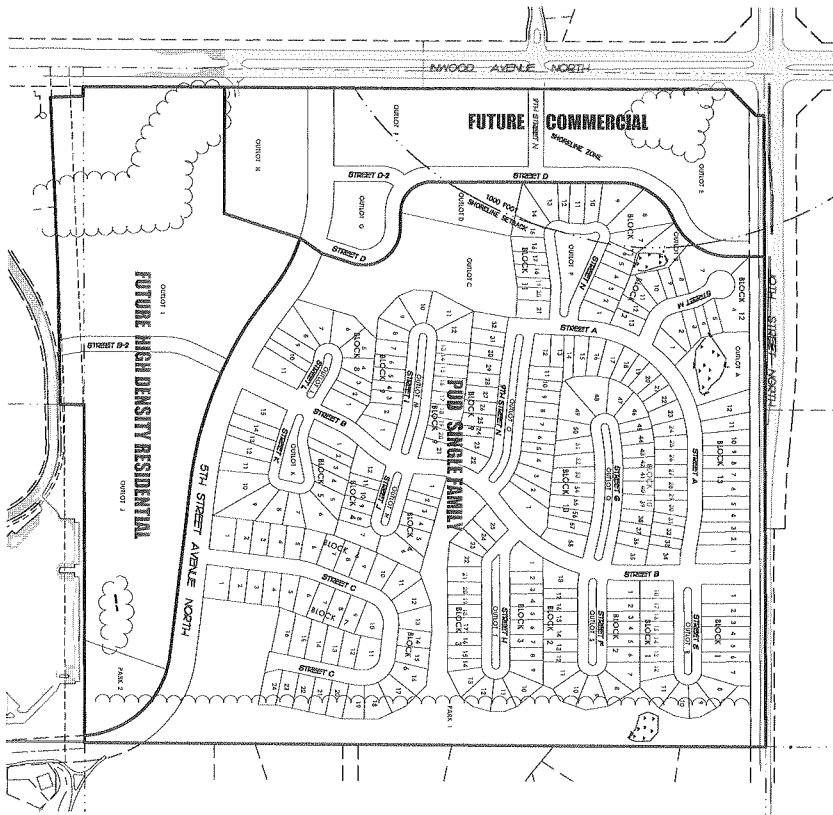
- J. Higher standards of site and building design than would otherwise be provided under conventional land development technique.*

The Lake Elmo PUD ordinance is designed to provide the flexibility necessary to establish housing choices encouraged by the Comprehensive Plan, as well as housing not currently available in Lake Elmo. As discussed above, the InWood master plan provides efficient use of public infrastructure plus an excellent integration of adjacent land uses as compared to many small subdivisions of different uses proposed by multiple developers. InWood features low impact development street designs, attractive streetscape, a variety of homes and architectural features all incorporated with unique storm water management and landscape architecture.





## ZONING MAP



**ZONING AREAS**

PUD SINGLE FAMILY ..... 100.00 ACRES  
FUTURE COMMERCIAL ..... 22.44 ACRES  
FUTURE HIGH DENSITY RESIDENTIAL ..... 100.00 ACRES

**E. R. RUD & SONS, INC.**  
PROFESSIONAL LAND SURVEYORS

6774 10th Avenue NE, Suite 110  
Edina, MN 55424  
Phone: 763-933-1100  
Fax: 763-933-1101

As per the plat, the survey was made in accordance with the provisions of the Minnesota Statutes, Chapter 562, and the rules of the State of Minnesota, Chapter 100, and the rules of the State of Minnesota, Chapter 100.

DATE	BY	REVISION
11/11/11	ER	1.0

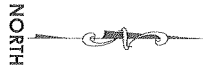


**HANS HAGEN HOMES**  
941 NE Millard Rd., Suite 300  
Friday, MN 55112

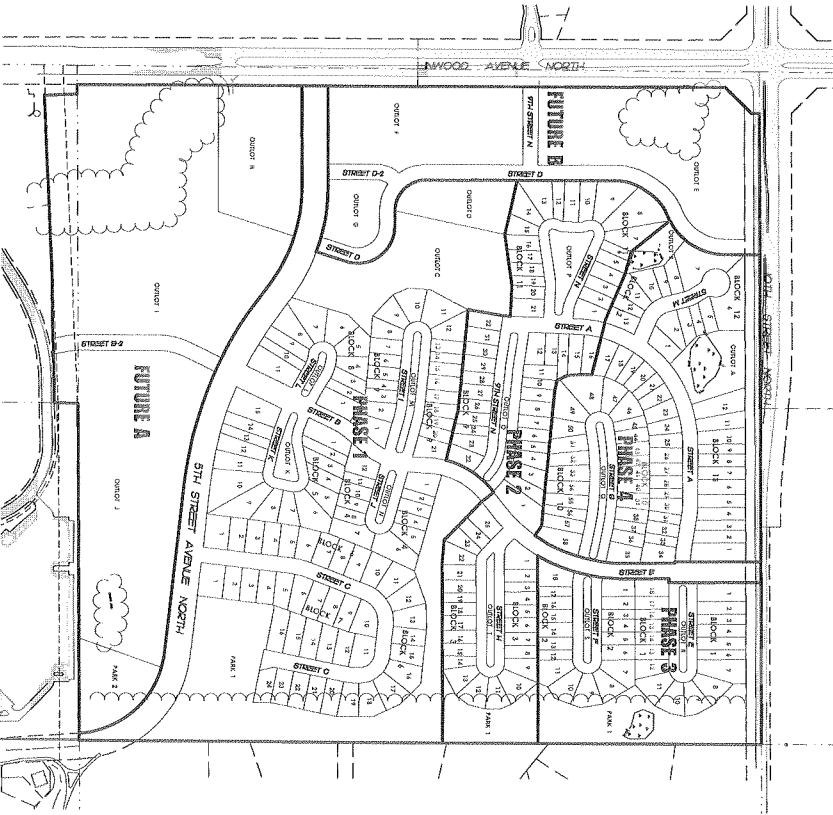
**INWOOD**  
Lake Elmo, Minnesota

**ZONING / PHASING**

13/77P



## PHASING PLAN



**PHASING AREAS**

PHASE 1 ..... 42.71 ACRES  
PHASE 2 ..... 21.56 ACRES  
PHASE 3 ..... 20.24 ACRES  
PHASE 4 ..... 20.24 ACRES  
PHASE 5 ..... 20.24 ACRES  
PHASE 6 ..... 20.24 ACRES  
PHASE 7 ..... 20.24 ACRES  
PHASE 8 ..... 20.24 ACRES  
PHASE 9 ..... 20.24 ACRES  
PHASE 10 ..... 20.24 ACRES  
PHASE 11 ..... 20.24 ACRES  
PHASE 12 ..... 20.24 ACRES

**NOTE**

PHASING MAY CHANGE BASED ON MARKET DEMAND



**OPEN AREA PER CALCULATIONS**

**PROPERTY DESCRIPTION:**  
The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94-392) 902, Washington County, Minnesota.  
(Abstract)  
AND  
The Northeast Quarter of Section 33, Township 29, Range 21, less and except: Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota.  
(Torrans)

**NOTES**

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14.
- Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- BENCHMARK: MNDOT Station: NYGAARD MNDOT. Elevation = 1010.83 (NGVD 29)

**OPEN AREA CALCULATIONS FOR ENTIRE SITE**

TOTAL SITE AREA = 157.18 ACRES (100%)

PUBLIC PARK (SINGLE FAMILY AREA) = 12.58 ACRES (8.00%)  
PUBLIC PARK (MULTI-FAMILY AREA) = 1.76 ACRES (1.12%)  
ISLANDS DEDICATED TO FILTRATION = 3.12 ACRES (1.98%)  
OUTLOT A = 1.39 ACRES (0.88%)  
OUTLOT B = 0.54 ACRES (0.34%)  
OUTLOT C = 3.79 ACRES (2.41%)  
OUTLOT D (OPEN AREA) = 1.55 ACRES (1.05%)  
OUTLOT E (OPEN AREA) = 4.84 ACRES (3.08%)  
OUTLOT F (OPEN AREA) = 1.47 ACRES (0.94%)  
OUTLOT G (OPEN AREA) = 0.00 ACRES (0.00%)  
OUTLOT H (OPEN AREA) = 0.00 ACRES (0.00%)  
OUTLOT I (OPEN AREA) = 11.72 ACRES (7.46%)  
OUTLOT J (OPEN AREA) = 1.55 ACRES (0.99%)  
BERMS & OPEN SPACE ON RESIDENTIAL SITE NOT IN OUTLOTS = 4.50 ACRES (2.86%)

**TOTAL OPEN AREA FOR ENTIRE SITE = 48.92 ACRES (31.11% OF SITE)**

**OPEN AREA CALCULATIONS FOR THE PUD SITE EXCEPT FOR OUTLOT D**

TOTAL PUD SITE AREA = 101.26 ACRES (100%)

PUBLIC PARK (SINGLE FAMILY AREA) = 12.58 ACRES (12.42%)  
ISLANDS DEDICATED TO FILTRATION = 3.12 ACRES (3.08%)  
OUTLOT A = 1.39 ACRES (1.37%)  
OUTLOT B = 0.54 ACRES (0.53%)  
OUTLOT C = 4.84 ACRES (4.78%)  
BERMS AND OPEN SPACE ON RESIDENTIAL SITE NOT IN OUTLOTS = 4.50 ACRES (4.44%)

**TOTAL OPEN AREA FOR PUD SITE = 26.97 ACRES (26.62% OF SITE)**

**Preliminary Plat Narrative  
Hans Hagen Homes  
October 10, 2014**

2. Written Statements

a. *List of contact information:*

Applicant

John Rask  
Hans Hagen Homes, Inc.  
941 NE Hillwind Road, Suite 300  
Fridley, MN 55432  
763-586-7200

Property Owner

Tom Schuette  
Inwood 10 LLC  
95 South Owasso Blvd. E  
St. Paul, MN 55117  
651-484-0070

Surveyor

Dan Obermiller  
EG Rud and Sons, Inc.  
6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
651-361-8200

Civil Engineer

Brian Krystofiak, PE  
Carlson McCain, Inc.  
248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
763-489-7905

Wetland Consultant

Melissa Barrett  
Kjolhaug Environmental  
26105 Wild Rose Lane  
Shorewood, MN 55331  
952-401-8757

- 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);*

See attached application.

- c. *A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;*

InWood includes the following lots:

- i. 275 Single Family Lots
- ii. Outlots for future commercial and multi-family housing
- iii. 29 acres of open space in the single family neighborhood  
(approximately 49 acres of open space in the entire neighborhood)
- iv. 34 acres of public right-of-way

- d. *An explanation of how issues have been addressed since the Sketch Plat phase of the development;*

**Attached as Exhibit A to this narrative is an explanation of how issues have been addressed since the Concept Plan.**

- e. *A narrative explaining the intent of the project and/or your original or revised vision for the finished product;*

The Preliminary Plat Application is for the single family portion of the InWood PUD Concept approved by the City Council.

The single family neighborhood is referred to as InWood Village, and includes homes with association maintenance. The neighborhood provides the benefits of a single family home, with all the conveniences of a townhome. The association maintenance of lawn areas and snow removal provides the homeowner with the freedom to travel, own a winter or summer home, or more time for recreation. InWood homeowners may select "ale-carte" services through the homeowner association, such as gutter cleaning, spring and fall clean-up, and other services to assist in the upkeep and maintenance of the outdoor spaces.

Hans Hagen Homes will assist each buyer in selecting and designing a home that fits their particular need. Individual homeowners have the ability to choose from a wide variety of plans, exterior materials, including extensive use of brick and stone, architectural features, and landscape designs. This process creates variety and interest in the architecture of the neighborhood.

InWood Village will feature private outdoor patio spaces, a private yard for gardening, plentiful landscaping, and a homeowners association to take care of the exterior spaces. Lush landscaping in the front yards and center medians provide a park like atmosphere on every street.

f. *A statement showing the proposed density of the project with the method of calculating said density shown;*

- i. Single Family land use area of the plat includes 102.9 acres
- ii. 275 total single family homes
- iii. Single Family Gross Density of 2.7 units per acre
- iv. Single Family Net Density of 3.0 units per acre (excludes park land)

g. *Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc) necessary to serve the subdivision;*

The proposed roadways are consistent with the City's Transportation Plan. 5<sup>th</sup> Street from Inwood Avenue to the Boulder Ponds Neighborhood will be constructed in 2015. All roadways will be phased as market demand warrants. In general, the phasing of lots will occur from south to north.

The utility plan provides the extension of municipal sanitary sewer through the Boulder Ponds neighborhood. Hans Hagen Homes is working with the City and Boulder Ponds to coordinate the extension of the municipal sewer, and would request that the City coordinate the installation of the sewer through Boulder Ponds development so that it is available to InWood in the summer of 2015.

Municipal Water will be extended from both the south and west. The City is planning the construction of a trunk water main along Inwood in the summer of 2015. The neighborhood will connect to this main along with a connection to the Boulder Ponds neighborhood.

Sidewalks and trails will be installed along 5<sup>th</sup> Street in the first phase of development. The trail in the park along the eastern edge of the property will be constructed in the first phase in 2015. Other trails and sidewalks will be phased as streets are constructed.

h. *A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);*

Neighborhood input was provided during the PUD Concept Plan review stage. Comments generally related to concerns over the extension of municipal

services in this area of the community and the impacts that come along with changes to land use.

The land uses and density of the InWood neighborhood are consistent with the City's Comprehensive Plan, and no changes are necessary as a result of the Preliminary Plat application.

Hans Hagen Homes has also designed the neighborhood to lessen the impacts on adjacent property owners, as well as to enhance the neighborhood for future residents. These design features include:

- i. A linear park along the eastern edge of the property that exceeds the City's initial standard of 100 feet. The InWood linear park varies from 100 feet to over 200 feet.
  - ii. The lots and streets were orientated east/west with cul-de-sac lots backing to the linear park. There are only 19 lots that back up to the linear park over a distance of 2,640 feet. Under standard zoning, there could be 40 lots backing up to the buffer.
  - iii. Additional land for a neighborhood park adjacent to the existing Stonegate development. This park will serve the needs of residents living in InWood as well as the neighborhoods to the east.
  - iv. Landscaped berms along 10<sup>th</sup> Street, 5<sup>th</sup> Street, and along a portion of the western edge of the neighborhood.
- i. *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;*

The InWood neighborhood is consistent with the City's Comprehensive Plan which provides for a graduation of land use intensities over the site. North of the 5<sup>th</sup> Street parkway will be single family homes. Transitioning to the west will be commercial. The neighborhood plan for InWood provides a large pond and berms to help transition between the commercial and single family neighborhood.

The InWood neighborhood plan avoids and preserves the three wetland basins found on the site. While these wetlands are currently farmed and significantly degraded, it's our intent to restore them with native vegetation.

- j. *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.*

The City's Comprehensive Plan provides for the planned and orderly growth of the community by making sure that the necessary infrastructure and services are in place as growth occurs. Because the proposed neighborhood is



consistent with the City's Comprehensive Plan, no impacts or excessive burdens are anticipated to the roads, public utilities, or public services.

A detailed traffic study was prepared as part of the EAW, and found no traffic impacts that could not be mitigated.

The majority of the homes in the neighborhood will not contain school age children. As such, no impacts are anticipated to the North St. Paul school district.

- k. If applicable, provide a description of proposed lakeshore access (i.e. shared dock with multiple slips, individual docks for each lot, etc.);*

Not applicable.

- l. A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;*

The neighborhood will include approximately 14.34 acres of public parkland. Overall, the neighborhood includes approximately 49 acres of open spaces, including public park, trail corridors, landscaped berms, ponding, infiltration areas, wetland preservation areas, and private open space. The private open space and infiltration areas will be maintained by a homeowners association.

- m. 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).*

Construction of 5<sup>th</sup> Street and site grading would commence in the spring of 2015 with the first neighborhood lots being developed in the summer of 2015. The single family neighborhood is anticipated to be phased over a 7 year period. Annual home construction will likely vary with fluctuations in the housing market.

## Exhibit A

### **InWood Response to PUD Conditions of Approval October 10, 2014**

On September 16, 2014, the City Council approved the PUD Concept Plan for InWood subject to 25 conditions. The 25 conditions are listed below along with a response to each condition:

1. *The applicant must obtain permission and consent from the adjoining property owner, Bremer Bank, related to the right-of-way and alignment of the 5<sup>th</sup> Street minor collector road in the southeast corner of the site. The final alignment must be determined prior to the submittal of PUD Preliminary Plan and Preliminary Plat applications.*

The proposed 5<sup>th</sup> Street alignment is consistent with the City's transportation plan. Hans Hagen Homes is proposing a design speed of 40 mph for 5<sup>th</sup> Street with one exception. A small segment of the road next to the City Park would be slightly less than the 40 mph design speed recommended by the City Engineer. This slight reduction in the design speed allows the road to go farther south thereby minimizing the impacts to Stonegate Park, as well as the proposed additional park property. If a higher roadway design speed is necessary, Hans Hagen Homes could adjust 5<sup>th</sup> Street to the north to provide the recommended design speed. However, given the impacts to the park, a slight deviation to the standard appears warranted.

Hans Hagen Homes approached Bremer Bank about acquiring some additional property for 5<sup>th</sup> Street. This additional right-of-way would have allowed us to save the parkland and trees while providing the higher design speed next to the park. However, Bremer Bank declined our request because it would interfere with their future expansion plans.

Hans Hagen Homes will construct 5<sup>th</sup> Street in one phase, and will complete the work in the spring of 2015. Boulder Ponds does not plan to construct 5<sup>th</sup> Street until after 2015. As such, the construction of 5<sup>th</sup> Street through InWood will likely occur prior to the construction of 5<sup>th</sup> Street through Boulder Ponds. Hans Hagen Homes does not plan to impact the Bremer Bank Property and will work with Boulder Ponds to coordinate the alignment.

2. *Request for flexibility related to lot size, width, setbacks and all other requirements per the City's Zoning Ordinance or Design Standards must be clarified and documented as part of the PUD Preliminary Plan and Preliminary Plat submission.*



Minimum lot sizes and setbacks for InWood single family neighborhood are as follows:

**Setbacks:**

Front Yard = 20 feet  
Side Yard = 4 feet  
Rear Yard = 20 feet

**Lot Sizes:**

Lot Widths = 38, 50, 58, and 65 feet  
16% of the lots will be 38 feet in width  
53% of the lots will be 50 feet in width  
16% of the lots will be 58 feet in width  
15% of the lots will be 65 feet in width  
Lot Depth = 125 feet  
Minimum lot sizes will range from 4,750 sq. ft. to 8,125 sq. ft.

3. *The application for Preliminary Plat and Preliminary PUD Plan approval will include an overall PUD planning document that addresses the flexibility requests noted in the preceding condition and that also specifies the specific design considerations to be used throughout the project area.*

All of the single family homes will be part of a neighborhood association that is responsible for the maintenance of the yards and common areas. The specific design standards for the homes include:

**Front Home Elevations:** All front elevations shall include stone, brick, stucco or lap siding.

**Trim Detail on All Elevations:**

- a. Frieze board on gable roof elements
- b. Window trim
- c. Door trim
- d. Corner board unless brick or stone is used
- e. Belly bands on homes with two stories above grade

**Doors and Windows:**

- a. Windows on the front elevation shall include grids.
- b. Windows and doors may be painted, natural wood, aluminum, or vinyl clad.
- c. All windows must have exterior trim.

**Garages:**

- a. A variety of garage designs will be incorporated into the design of homes and will include elements such as raised panels, windows, recessed doors,

overhangs, gables, corbels and accents that add architectural interest to every home and garage.

- b. Flush garage doors will be prohibited.
- c. Home designs shall reduce the impact of blank areas above the garage doors through the use of windows, louvers, lowered roof lines, eyebrows, frieze board, or other trim and details.
- d. Garages adjacent to a street on corner lots shall include a window and trim on the side of the garage facing the street.

4. *The Preliminary PUD plans will include a phasing plan for all portions of the development.*

Attached is a plan showing the general phasing of neighborhood improvements. Timing of the various phases will be based on market demand. 5<sup>th</sup> Street will be constructed from Inwood Avenue to Boulder Ponds in the first phase. General phasing of the project will occur from south to north given the availability of existing sewer, water, and the natural drainage patterns of the property.

5. *The Preliminary Development Plans shall include a water tower within the project development area in a location that is deemed acceptable by the City Engineer. As an alternative, the developer may identify an alternate location off-site for the water tower in a location deemed acceptable by the City Engineer provided the ownership of the site is transferred to the City and all required utility connections are constructed in conjunction with the platting of the InWood PUD.*

The property owner, InWood 10, LLC has proposed a location for a water tower on its property north of 10<sup>th</sup> Street.

6. *The Preliminary PUD plans shall be updated to include additional park land in the southeastern portion of the site. A larger park area of 5 to 10 acres adjacent to the existing Stonegate Park and with access to 5<sup>th</sup> Street is the preferred location. The location and size of this park will be subject to review by the Lake Elmo Park Commission.*

The Preliminary PUD provides approximately 4 acres of additional park land in the southwest corner of the site. This property is part of a larger 12.58 acre open space area that includes the buffer and trail corridor. An additional approximately 1.7 acre park would be provided south of 5<sup>th</sup> Street within the future townhome area.

7. *All street and median geometrics must accommodate emergency vehicle access and maintenance. Applicants must demonstrate acceptable turning radii for all uniquely shaped landscape medians and cul-de-sacs.*

All streets meet acceptable turning radii for emergency and maintenance vehicles.

8. *The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from the appropriate watershed district prior to the commencement of any grading or development activity on the site.*

The plat was redesigned to comply with the Wetland Conservation Act and to avoid and preserve the wetlands.

9. *Any land under which public trails are located will be accepted as park land provided the developer constructs said trails as part of the public improvements for the subdivision, and the land is located outside of any restrictive easements.*

The applicant will work with staff to determine which trails qualify for parkland credit. The applicant anticipates approximately 1.3 acres of additional park land associated with trails.

10. *The applicant shall observe all comments and recommendations from the City Engineer documented on the Engineer's report dated August 13, 2014.*

The applicant met with staff and the City Engineer to review the Engineer's report. The appropriate changes have been incorporated in the Preliminary Plat/PUD applications.

11. *The Preliminary Plat and Preliminary PUD Plans will address review comments and issues that are identified within the Environmental Assessment Worksheet for the InWood planned development site.*

Based on the draft EAW and preliminary comments, the applicants do not anticipate any changes to the Preliminary Plat and Preliminary PUD plans. The EAW found no significant environmental impacts. Any comments will be addressed as part of the permitting process.

12. *The applicant shall enter into a maintenance agreement with the City clarifying responsibility for all median landscaping and stormwater facilities internal to the single family residential streets.*

Hans Hagen Homes is proposing that the Homeowners Association be responsible for the maintenance and upkeep of the medians and infiltration basins located in the single family neighborhood.

13. *The applicants must work with the City to determine fair and equitable cost share for City costs related to the future signalization of the intersection at 5<sup>th</sup> Street and Inwood Avenue (CSAH 13).*

The applicant has no objections to paying its equitable and proportionate share of the 5<sup>th</sup> Street and Inwood Avenue signalization. A typical cost sharing proposal

distributes the cost based on each approach of the intersection. The County has two approaches to the intersection via CSAH 13, and the City has one approach via 5<sup>th</sup> Street. There is no future extension planned to the west. As such the County would be responsible for 2/3 of the intersection cost and the City would be responsible for 1/3 of the cost. The applicants understand that a portion of the City's cost is attributed to the future development of the property, and that the applicants would be financially responsible for a portion of the City's cost.

The City's Transportation plan identifies 5<sup>th</sup> Street as a neighborhood collector for all of the growth occurring south of 10<sup>th</sup> street and north of Hudson Road, including the recently approved Savona and Boulder Ponds neighborhoods. Traffic from these neighborhoods will utilize 5<sup>th</sup> Street and the associated signal at Inwood. As such, some cost sharing from these neighborhoods would be appropriate.

- 14. The applicant must work with Washington County to address all review comments documented in the attached report dated 8/20/14 pertaining to access and intersection design for Inwood Avenue (CSAH 13) and 10<sup>th</sup> Street (CSAH 10).*

Hans Hagen Homes has discussed the comments with Washington County. None of the comments will impact the Preliminary Plat as proposed. Hans Hagen Homes and Inwood10 LLC have objected to the County's suggestion that county trails be added along CSAH 13 and 10<sup>th</sup> Street. As noted in the County's Comment letter dated August 20, 2014, the trail along Inwood is not included in the County's Comprehensive Plan. The letter further notes that there is an existing trail on the west side of Inwood.

A County trail by definition is one that provides benefit to residents in Washington County. Nearby residents of Oakdale, Woodbury, and Lake Elmo would utilize these trails. The future construction of these trails should be a County expense.

The plat will provide the necessary right-of-way, at no cost to the County, for the future construction of trails and any necessary road improvements.

- 15. The applicant must provide sidewalks on both sides of Street B to better serve the single family residential area.*

Hans Hagen Homes has included trails on both sides of Street B as requested.

- 16. Additional trail segments along the east side of Inwood Avenue from 5<sup>th</sup> Street to 10<sup>th</sup> Street and along 10<sup>th</sup> Street from Inwood Avenue to the Greenbelt Buffer Trail must be incorporated into the plans.*

As stated above, the construction of County trails should be the responsibility of the County as they benefit residents outside of Lake Elmo, in addition to Lake

Elmo Residents. The InWood preliminary plat includes trails and sidewalks parallel to and generally within a 300' of Inwood Avenue and 10<sup>th</sup> Street. The location of trails proposed in our preliminary plat provide pedestrians with a safe and attractive trail system that eliminates the need for duplicate trails adjacent to the high traffic County Highways of Inwood and 10<sup>th</sup> Street. InWood also includes two additional trails that provide pedestrian corridors from east to west through the neighborhood. The first trail is located in the center of InWood, and meanders along large ponds with extensive landscaping. A second trail on the north side of 5<sup>th</sup> Street is next to an eight-foot high landscaped berm. Additional trails and sidewalks are provided throughout the InWood neighborhood for the use and enjoyment by residents of Lake Elmo.

- 17. The applicant must work with the City to ensure compliance with the City's shoreland provisions and the standards of the SWWD and MN DNR related to shoreland areas of designated public waters.*

The plat as proposed would comply with these applicable standards.

- 18. The development plans must be updated so that all multi-family housing is located south of 5<sup>th</sup> Street. No multi-family residential development will be allowed north of 5<sup>th</sup> Street.*

The InWood PUD has been modified to comply with this condition.

- 19. Sidewalks shall be provided on one side of every street, including all cul-de-sacs and loop roads within the development with the exception of 9<sup>th</sup> Street.*

Hans Hagen Homes is providing sidewalks on one side of all through streets within the neighborhood. Our plan for InWood does not include sidewalks on the one-way streets. The reason we have not included sidewalks on every street include:

- Great care has been taken to design one way streets with a loop that slows traffic and reduces the number of trips past most homes.
- The unique loop street design provides guest parking on the median side of the street. This design eliminates the potential problems created by backing out of a driveway between parked cars.
- The street design provides a corridor on the house side of the street that provides clear lines of sight for automobiles and pedestrians.
- The looped road design also provides a walkable, pedestrian friendly community that calms traffic because of the loop.
- The 40' wide landscaped median softens the streetscape and makes it visually appealing to walk along.
- The loop street is specifically designed to provide a short distance to walk to nearby sidewalk and trail corridors.



20. *The trail within the eastern buffer area near the property boundary with the Stonegate subdivision shall be located as far west as possible on the site.*

The applicants have no objection to establishing the trail in a manner that maximizes the privacy for existing and future residents, as well as those using the trails. Trail users and homeowners alike will benefit from a trail that is private and not infringing on backyards. The trees in this park area were planted for Christmas trees and are generally located in rows. Care will be taken to establish a trail corridor that minimizes tree removal and maximizes privacy for all involved.

21. *The lots at the far eastern cul-de-sacs in neighborhoods E, F, and H shall be platted as designer (larger) lots in accordance with the lot so designated on the PUD Concept Plan.*

Hans Hagen Homes is asking that the Planning Commission reconsider this request. Expanding the width of the homes at the end of the cul-de-sacs will not result in fewer lots, nor will it result in fewer lots backing up to the linear park. The reason for this is that in some instances the lots are only 5 feet wider. Requiring wider lots will push the homes farther back (east) causing more tree removal. As such, the applicant sees it as a tradeoff between 1) providing wider lots and removing more trees, or 2) providing the original lots and preserving additional trees. Hans Hagen Homes has provided additional buffering beyond the City required minimum of 100 feet. This was done to try and save trees and provide for a more usable open space area. It also enhances the screening between the future homes and the Stonegate development.

22. *The developer shall consider adding a small park to the northwest portion of the site subject to review and comment by the Park Commission.*

The Planning Commission, Park Commission and City Council all had different views and recommendations on the location of a future neighborhood park. The location of the park on the Preliminary Plat is consistent with City Council's review of the concept plan.

23. *The high density housing area shall be limited to a maximum of 15 units per acre.*

The future housing located south of 5<sup>th</sup> Street is not part of this Preliminary Plat. However, the housing south of 5<sup>th</sup> Street as identified in the Concept Plan is at a net density of approximately 9.1 units per acre, which is below the allowed maximum of 15 units per acre.

24. *The design for structures within the commercial and multi-family areas shall be consistent with the overall design throughout the development, including the single-family neighborhoods.*

The commercial and multi-family buildings shown on the plan are conceptual and not part of the Preliminary Plat application. These buildings were shown to give the City an idea of how the property could be development, and to assist the applicants and City in designing 5<sup>th</sup> Street, as well as planning for the future extension of public utilities.

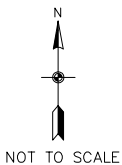
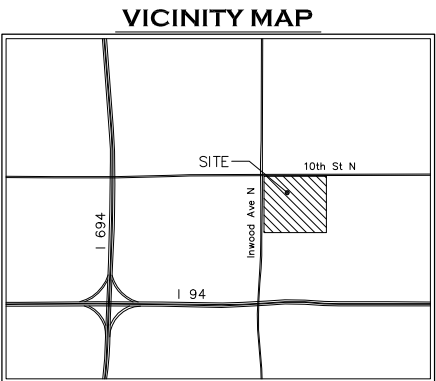
Inwood 10 LLC is not requesting any additional density or other lot size or building setback flexibility, nor are they seeking Preliminary Plat or Preliminary PUD approvals at this time. Future development of the commercial and multi-family property will need to be consistent with the City's design standards. Given the size and mass of the commercial and multifamily buildings, the architecture of these buildings will be very different from the single family homes.

25. *All cul-de-sac streets shall meet the City's maximum length requirements as specified in the City's Subdivision Ordinance.*

The cul-de-sacs meet the City maximum length requirements. Street C (cul-de-sac by the park) will have connection through the park property providing additional park access. Given the access limitations along 5<sup>th</sup> Street, residents using the park will gain access from the westbound lane of 5<sup>th</sup> Street, as well as the Street C cul-de-sac.

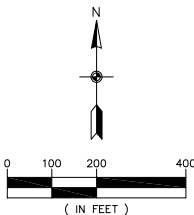
# INWOOD

## LAKE ELMO, MINNESOTA



### SHEET INDEX

1. COVER
- 2-3. EXISTING CONDITIONS
4. ZONING & PHASING PLAN
5. PRELIMINARY PLAT INDEX
- 6-11. PRELIMINARY PLAT
- 12-13. OPEN SPACE PLAN
14. PUD SITE PLAN
- 15-16. PRELIMINARY SITES & UTILITY PLANS
17. GRADING INDEX
- 18-23. PRELIMINARY GRADING & EROSION CONTROL PLANS
- 24-25. DETAILS



**E. G. RUD & SONS, INC.**  
Professional Land Surveyors  
6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel: (651) 361-8200 Fax: (651) 361-8701



- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 10/10/14 License #: 25063

Drawn: LC  
Designed: BJK  
Date: 10/10/14

**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

**InWood**  
Lake Elmo, Minnesota

**COVER**

1  
of  
25

## PROPERTY DESCRIPTION

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94=392) 902, Washington County, Minnesota. (Abstract) AND The Northeast Quarter of Section 33, Township 29, Range 21, less and except: Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota. (Torrens)

## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14. Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- Wetland delineation/location provided by Kjolhaug Environmental Services. See report dated July 3, 2014.

## LEGEND

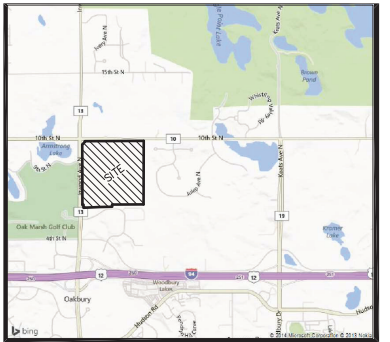
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 19421
- ⊙ DENOTES WASHINGTON COUNTY CAST IRON MONUMENT
- ⊕ DENOTES ELECTRIC MANHOLE
- DENOTES CATCH BASIN
- ⊗ DENOTES STORM SEWER MANHOLE
- ⊕ DENOTES HYDRANT
- ⊕ DENOTES GATE VALVE
- DENOTES POWER POLE AND OVERHEAD WIRES
- ☆ DENOTES EXISTING SPOT ELEVATION
- ☆ DENOTES LIGHT POLE
- ⊕ DENOTES UTILITY BOX
- ⊕ DENOTES FIBER OPTIC BOX
- ⊕ DENOTES ELECTRICAL BOX
- ⊕ DENOTES TELEPHONE PEDESTAL
- DENOTES GUY WIRE
- DENOTES STORM SEWER APRON
- ⊕ DENOTES EXISTING CONTOURS
- ⊕ DENOTES TREE LINE (FOR INDIVIDUAL TREES, SEE TREE INVENTORY PLAN BY PIONEER DATED 10-10-14)
- ⊕ DENOTES EXISTING STORM SEWER
- ⊕ DENOTES BITUMINOUS SURFACE
- ⊕ DENOTES BORING BY AET IN APRIL 2014 WITH ELEVATION AND BORING NUMBER.
- ⊕ DENOTES DELINEATED WETLAND LINE

## BENCHMARK

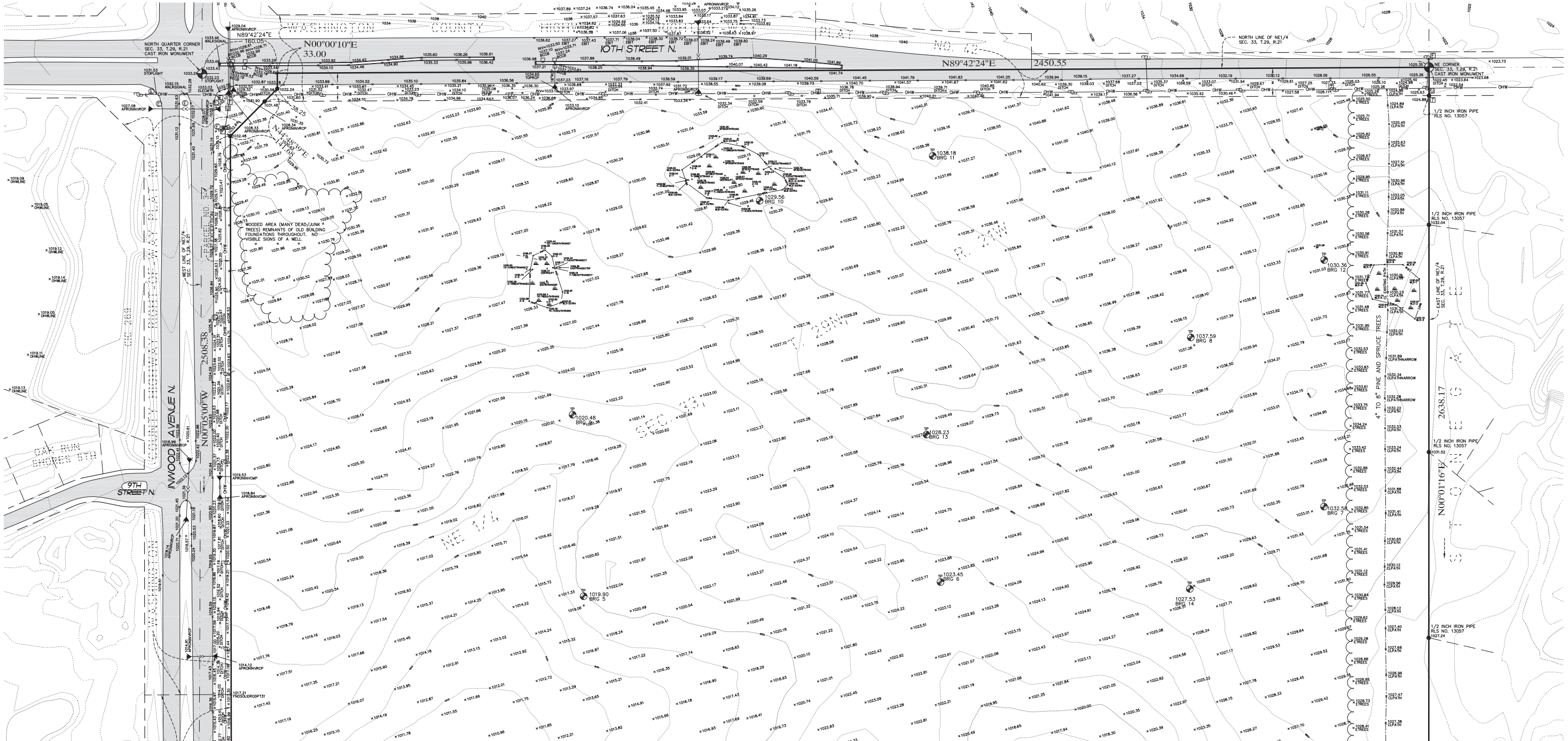
MNDOT Station: NYGAARD MNDT.  
Elevation = 1010.83 (NGVD 29)

## VICINITY MAP

PART OF SEC. 33, TWP. 29, RNG. 21



WASHINGTON COUNTY, MINNESOTA  
(NO SCALE)



SEE SHEET 3 OF 25 SHEETS



## NOTES

SEE SHEET 2 OF 25 SHEETS FOR NOTES

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 19421
- ⊙ DENOTES WASHINGTON COUNTY CAST IRON MONUMENT
- ⊕ DENOTES ELECTRIC MANHOLE
- ⊖ DENOTES CATCH BASIN
- ⊗ DENOTES STORM SEWER MANHOLE
- ⊘ DENOTES HYDRANT
- ⊙ DENOTES GATE VALVE
- ⊙ DENOTES POWER POLE AND OVERHEAD WIRES
- ⊙ DENOTES EXISTING SPOT ELEVATION
- ⊙ DENOTES LIGHT POLE
- ⊙ DENOTES UTILITY BOX
- ⊙ DENOTES FIBER OPTIC BOX
- ⊙ DENOTES ELECTRICAL BOX
- ⊙ DENOTES TELEPHONE PEDESTAL
- ⊙ DENOTES GUY WIRE
- ⊙ DENOTES STORM SEWER APRON
- ⊙ DENOTES EXISTING CONTOURS
- ⊙ DENOTES TREE LINE (FOR INDIVIDUAL TREES, SEE TREE INVENTORY PLAN BY PIONEER DATED 10-10-14)
- ⊙ DENOTES EXISTING STORM SEWER
- ⊙ DENOTES BITUMINOUS SURFACE
- ⊙ DENOTES BORING BY AET IN APRIL 2014 WITH ELEVATION AND BORING NUMBER.
- ⊙ DENOTES DELINEATED WETLAND LINE

## BENCHMARK

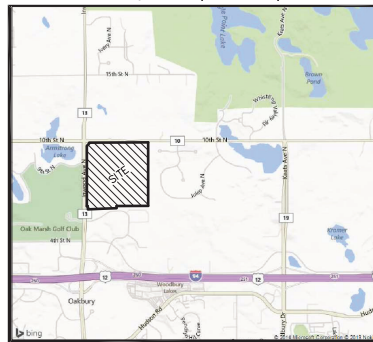
MNDOT Station: NYGAARD MNDT.  
Elevation = 1010.83 (NGVD 29)

SEE SHEET 2 OF 25 SHEETS

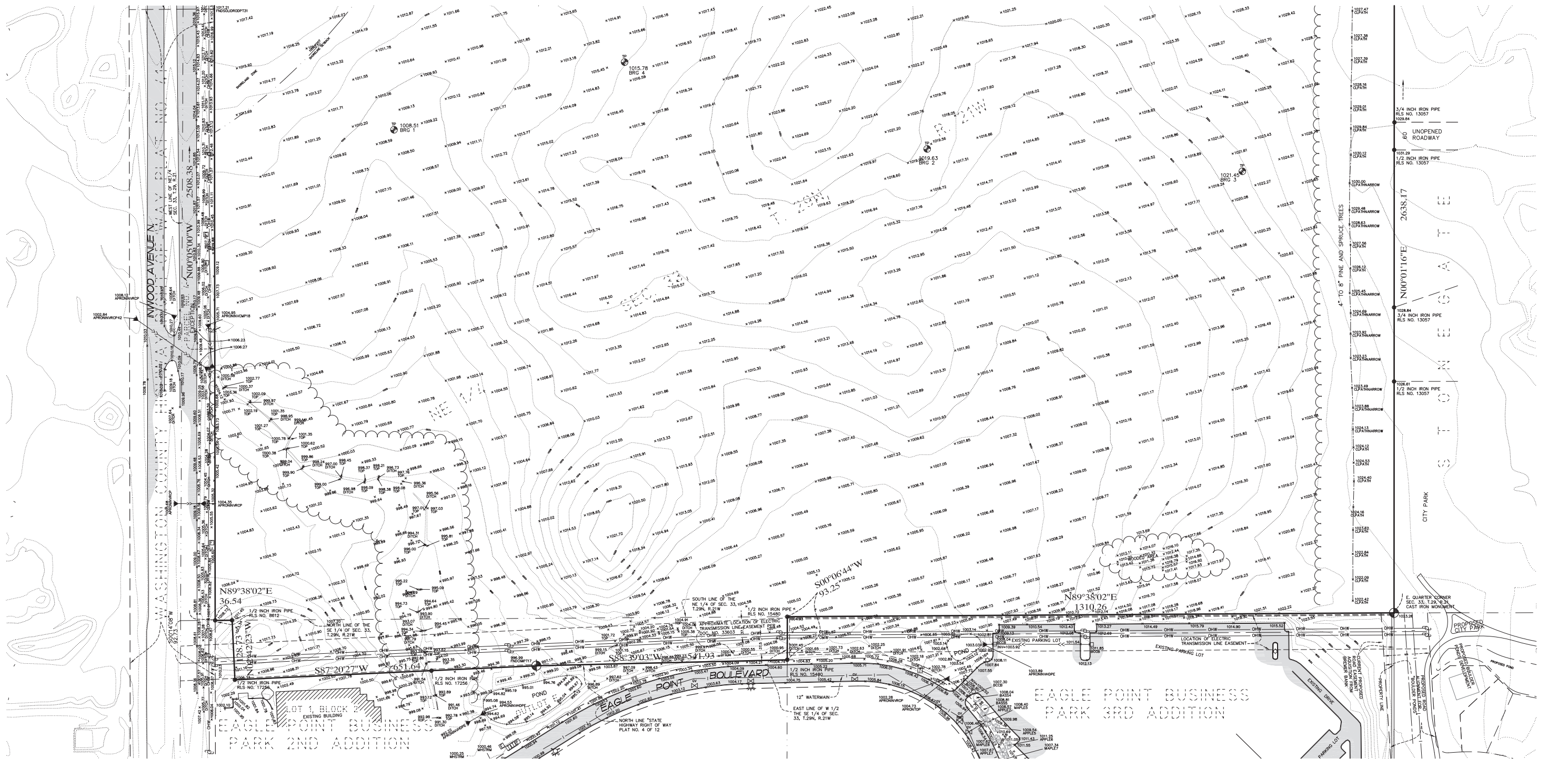
NORTH

## VICINITY MAP

PART OF SEC. 33, TWP. 29, RNG. 21

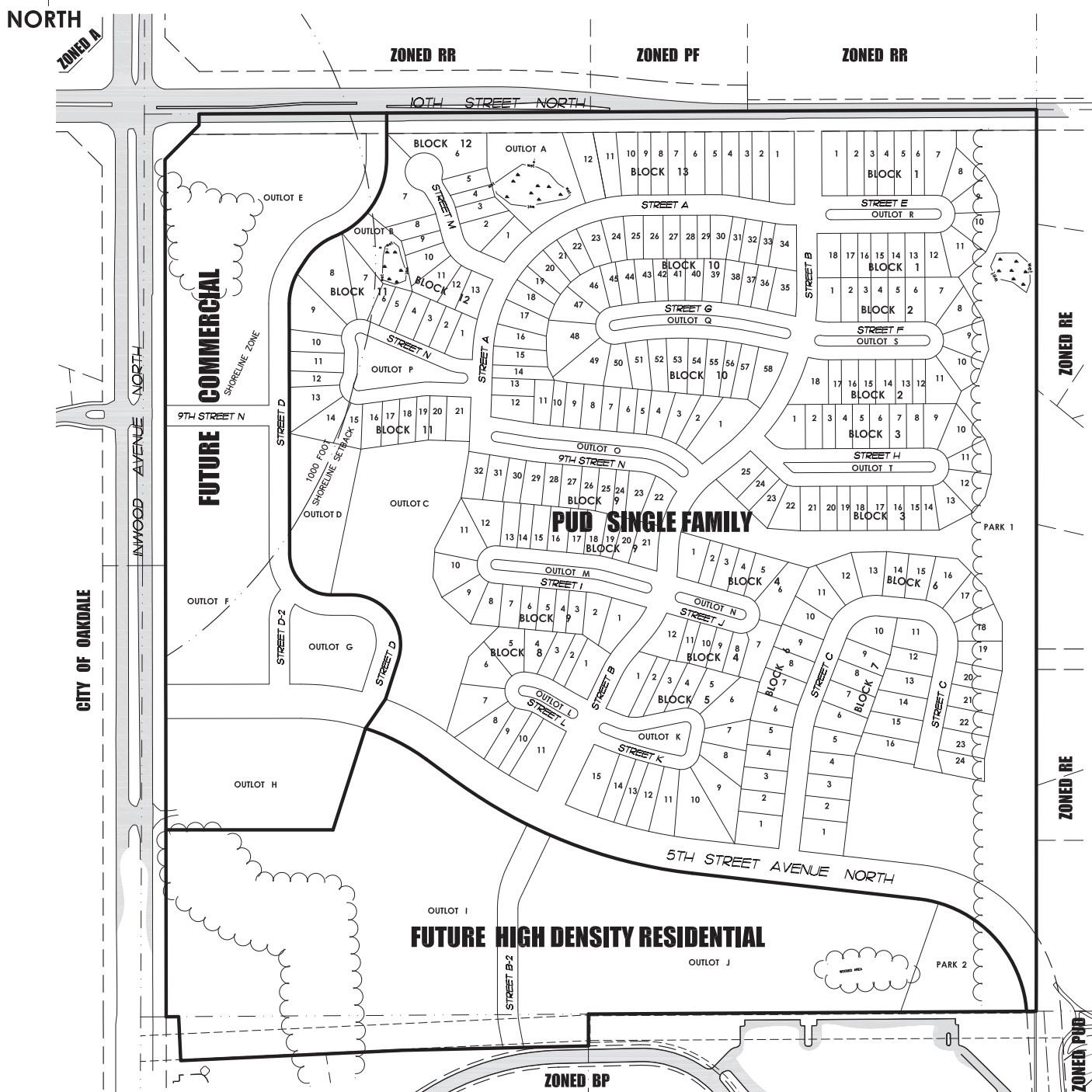


WASHINGTON COUNTY, MINNESOTA  
(NO SCALE)





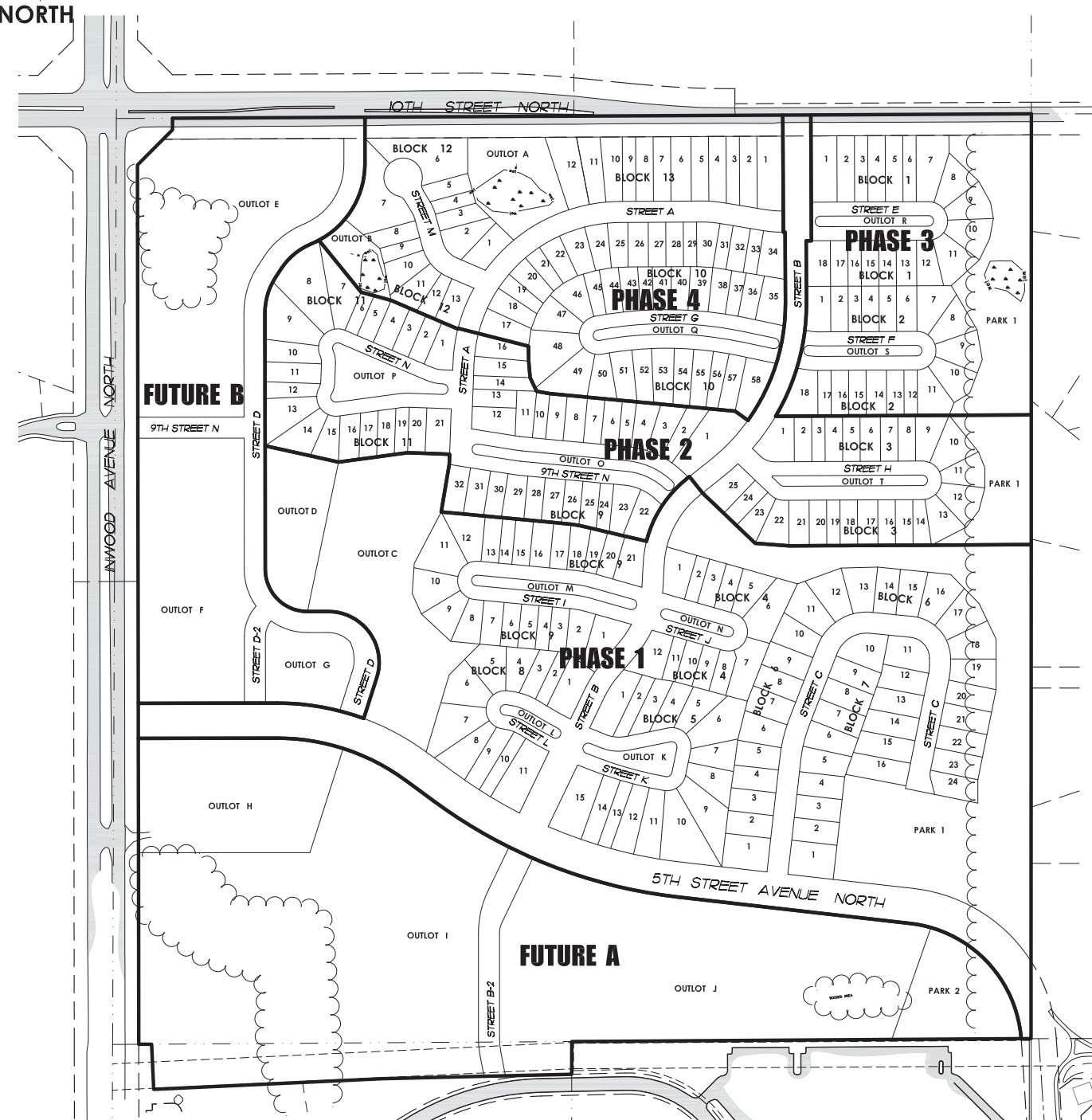
# ZONING MAP



## ZONING AREAS

PUD SINGLE FAMILY	102.92 ACRES
FUTURE COMMERCIAL	23.44 ACRES
FUTURE HIGH DENSITY RESIDENTIAL	30.83 ACRES

# PHASING PLAN



## PHASING AREAS

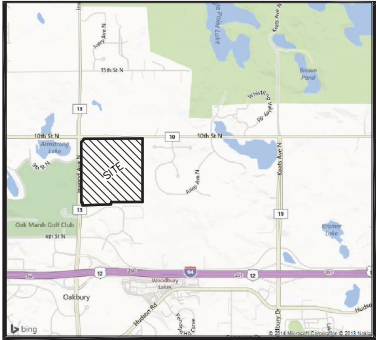
PHASE 1	49.79 ACRES
PHASE 2	21.56 ACRES
PHASE 3	12.75 ACRES
PHASE 4	20.24 ACRES
FUTURE A	34.84 ACRES
FUTURE B	18.01 ACRES

## NOTE

PHASING MAY CHANGE BASED ON MARKET DEMAND

VICINITY MAP

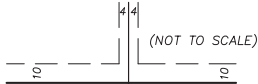
PART OF SEC. 33, TWP. 29, RNG. 21



WASHINGTON COUNTY, MINNESOTA  
(NO SCALE)

BLOCK 6 AND 7  
EASEMENT DETAIL

PUBLIC DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 4 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND  
10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR  
LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

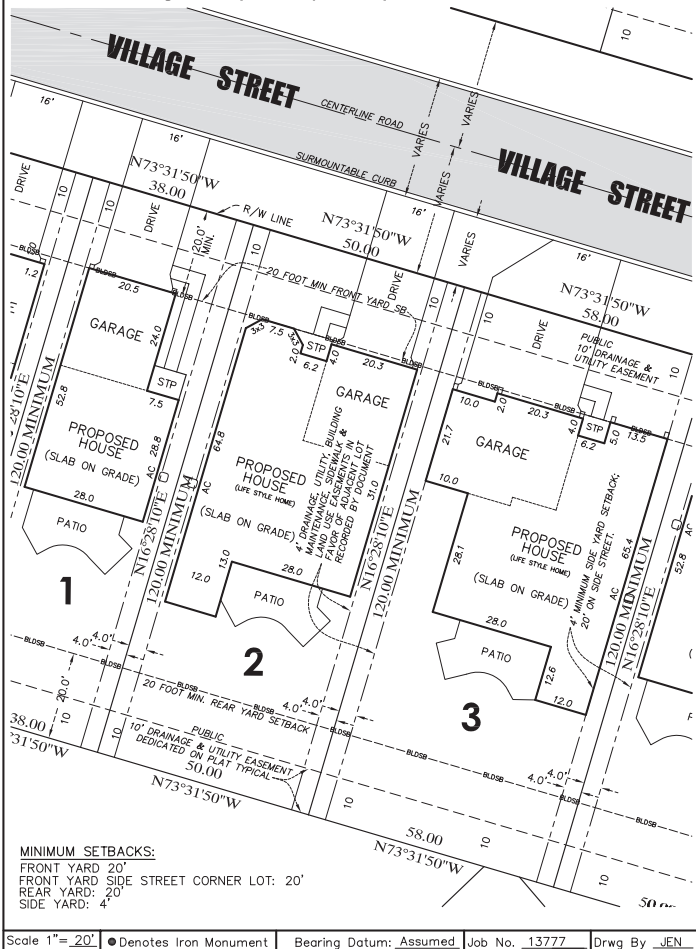
BENCHMARK

MNDOT Station: NYGAARD MNDT.  
Elevation = 1010.83 (NGVD 29)

DETAIL SHEET  
SINGLE FAMILY HOMES BLOCKS 1-5 AND 8-13

@ "INWOOD "

A Single Family development by HANS HAGEN HOMES

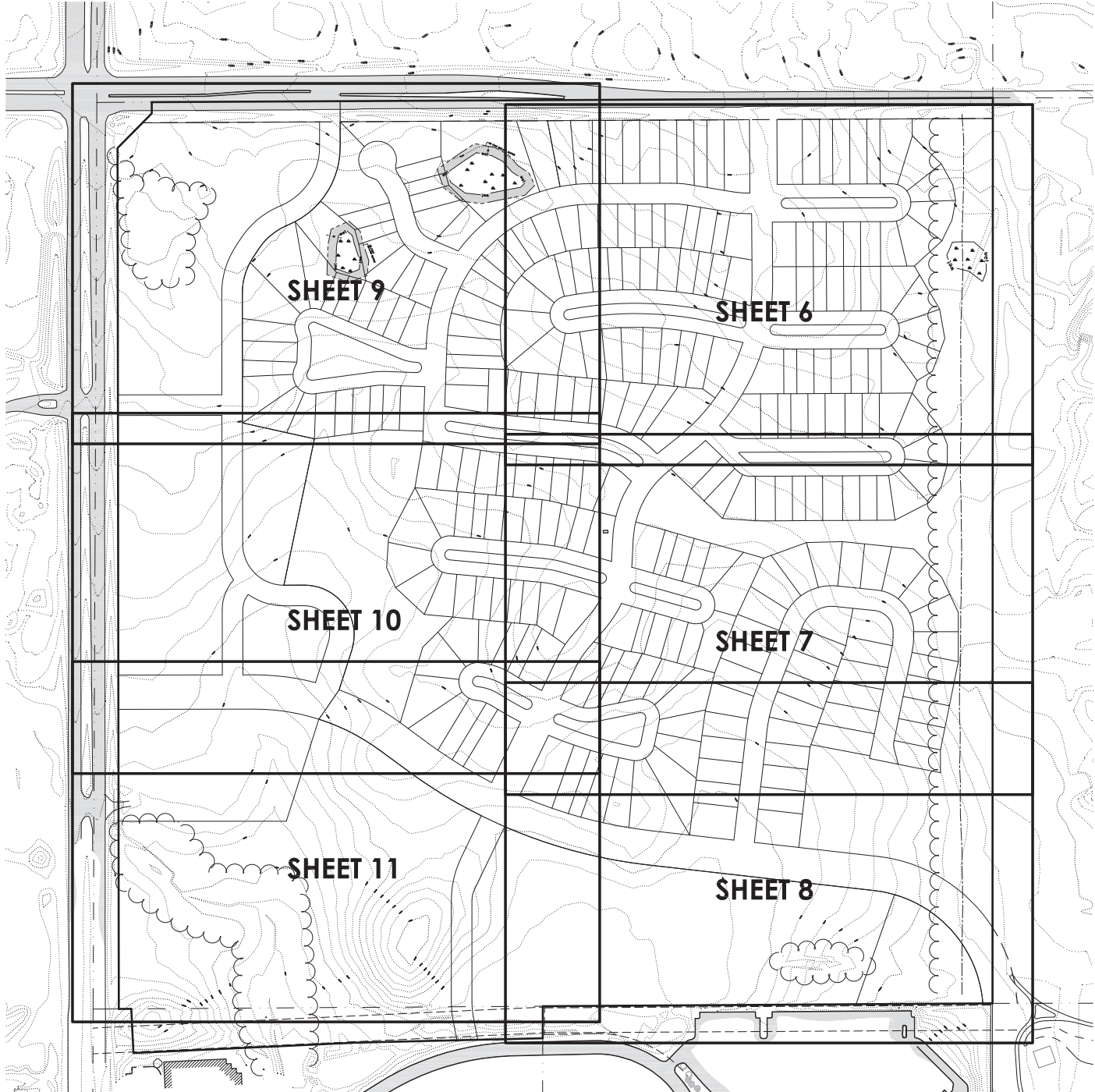


Scale 1"= 20' • Denotes Iron Monument Bearing Datum: Assumed Job No. 13777 Drwg By JEN

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 19421
- ⊙ DENOTES WASHINGTON COUNTY CAST IRON MONUMENT
- DENOTES ELECTRIC MANHOLE
- DENOTES CATCH BASIN
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊙ DENOTES HYDRANT
- ⊙ DENOTES GATE VALVE
- DENOTES POWER POLE AND OVERHEAD WIRES
- ⊙ DENOTES EXISTING SPOT ELEVATION
- ☆ DENOTES LIGHT POLE
- ⊙ DENOTES UTILITY BOX
- ⊙ DENOTES FIBER OPTIC BOX
- ⊙ DENOTES ELECTRICAL BOX
- ⊙ DENOTES TELEPHONE PEDESTAL
- ⊙ DENOTES GUY WIRE
- ⊙ DENOTES STORM SEWER APRON
- ⊙ DENOTES EXISTING CONTOURS
- ⊙ DENOTES TREE LINE
- ⊙ DENOTES EXISTING STORM SEWER
- ⊙ DENOTES BITUMINOUS SURFACE
- ⊙ DENOTES BORING BY AET IN APRIL 2014 WITH ELEVATION AND BORING NUMBER.

NORTH



APPLICANT:

John Rask  
Hans Hagen Homes  
941 NE Hillwind Road, Suite 300  
Fridley, MN 55432  
763-586-7200

PROPERTY OWNER:

Tom Schuette  
Inwood 10 LLC  
95 South Owasso Blvd. E  
St. Paul, MN 55117  
651-484-0070

PROPERTY DESCRIPTION:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94=392) 902, Washington County, Minnesota. (Abstract) AND The Northeast Quarter of Section 33, Township 29, Range 21, less and except: Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota. (Torrens)

NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14.
- Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- Wetland delineation/location provided by Kjolhaug Environmental Services. See report dated July 3, 2014.
- Borings done by American Eng. Testing, Inc. from 5/13/14 Report.

SITE DATA AND LAND USE NOTES:

TOTAL PLAT AREA	157.2 ACRES
PUD SINGLE FAMILY LAND AREA	102.9 ACRES - 65.5%
PUD HIGH DENSITY RESIDENTIAL LAND AREA	23.4 ACRES - 14.9%
FUTURE COMERCIAL LAND AREA	30.8 ACRES - 19.6%
TOTAL	157.2 ACRES - 100%
PUD SINGLE FAMILY LAND AREA	102.9 ACRES - 100%
PUBLIC PARK	12.6 ACRES - 12.2%
OUTLOTS	11.5 ACRES - 11.2%
PROPOSED PUBLIC RIGHT OF WAY	33.8 ACRES - 32.8%
SINGLE FAMILY LOT AREA	45.0 ACRES - 43.8%
TOTAL	102.9 ACRES - 100%
* PROPOSED SINGLE FAMILY LOTS	275 UNITS
* OVERALL SINGLE FAMILY DENSITY	2.7 LOTS PER ACRE
* SINGLE FAMILY DENSITY EXCLUSIVE OF PARK	3.0 LOTS PER ACRE
FUTURE HIGH DENSITY RESIDENTIAL LAND AREA	30.8 ACRES - 100%
PUBLIC PARK	1.8 ACRES - 5.8%
PROPOSED PUBLIC RIGHT OF WAY	0.9 ACRES - 2.9%
HIGH DENSITY RESIDENTIAL LOT AREA	28.1 ACRES - 91.3%
TOTAL	30.8 ACRES - 100%
* PROPOSED HIGH DENSITY RESIDENTIAL LOTS	244-264 UNITS
* OVERALL HIGH DENSITY RESIDENTIAL DENSITY	7.9 TO 8.6 LOTS PER ACRE
* HIGH DENSITY RESIDENTIAL EXCLUSIVE OF PARK	8.4 TO 9.1 LOTS PER ACRE
FUTURE COMERCIAL LAND AREA	23.4 ACRES - 100%
PROPOSED PUBLIC RIGHT OF WAY	5.7 ACRES - 24.4%
COMERCIAL LAND LOT AREA	17.7 ACRES - 75.6%
TOTAL	23.4 ACRES - 100%
OVERALL AREA OF 10TH STREET N RIGHT OF WAY PROPOSED	2.6 ACRES
OVERALL AREA OF 5TH STREET N RIGHT OF WAY PROPOSED	6.4 ACRES
OVERALL PUBLIC PARK DEDICATION	14.4 ACRES
GREEN SPACE AFTER DEVELOPMENT	63% OF SITE
IMPERVIOUS SURFACES AFTER DEVELOPMENT	37% OF SITE

SINGLE FAMILY HOME  
BUILDING SETBACKS:

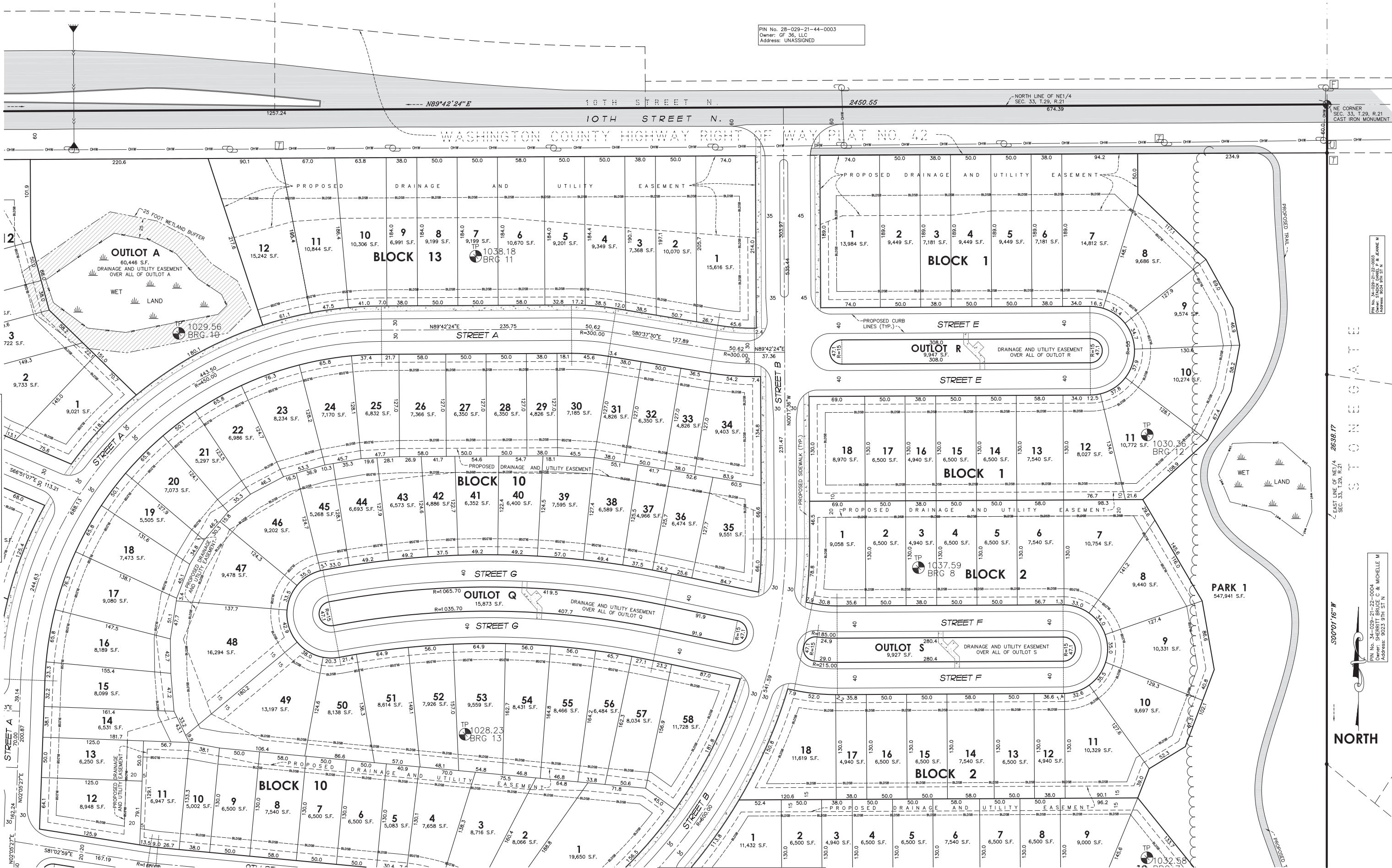
FRONT YARD	20 FEET
SIDE YARD	4 FEET
CORNER SIDEYARD	20 FEET
REAR YARD	20 FEET

IMPERVIOUS COVERAGE IN SHORELAND DISTRICT

SINGLE FAMILY LOTS				
LOT BLOCK	LOT AREA IN DISTRICT	IMPERVIOUS	PERCENT IMPERVIOUS	STRUCTURES NOT INCLUDED
LOT 7, BLK 11	12,500sf	3490sf	28%	NONE
LOT 8, BLK 11	24,543sf	3409sf	14%	NONE
LOT 9, BLK 11	17,412sf	3756sf	22%	NONE
LOT 10, BLK 11	9,029sf	2,579sf	29%	DRIVEWAY AND PATIO
LOT 11, BLK 11	9,085sf	2579sf	28.3%	DRIVEWAY AND PATIO
LOT 12, BLK 11	6,406sf	1804sf	28.2%	DRIVEWAY
LOT 13, BLK 11	12,980sf	3301sf	25%	NONE
LOT 14, BLK 11	10,915sf	3280sf	30%	PATIO

COMMERCIAL LOTS				
OUTLOT #	LOT AREA IN DISTRICT	IMPERVIOUS	PERCENT IMPERVIOUS	STRUCTURES NOT INCLUDED
OUTLOT E	312,849sf	66,543sf	21%	NONE
OUTLOT F	167,703sf	50,300sf	30%	NONE





PIN No. 28-029-21-44-0003  
Owner: GF 36, LLC  
Address: UNASSIGNED

PIN No. 34-029-21-22-0003  
Owner: STANLEY DANIEL P & JANE M  
Address: 3023 9TH ST N

PIN No. 34-029-21-22-0004  
Owner: SHERRITT BRUCE C & MICHELLE M  
Address: 3023 9TH ST N

SEE SHEET 9 OF 25 SHEETS

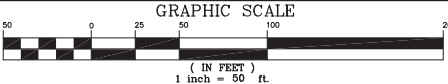
SEE SHEET 7 OF 25 SHEETS

**E. G. RUD & SONS, INC.**  
Professional Land Surveyors  
www.egrud.com

6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel: (651) 361-8200 Fax: (651) 361-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.  
DANIEL W. GERMILLER  
Date: 10/10/14 License No. 25341

DRAWN BY: JEN	JOB NO: 13777PP	DATE: 10/10/14
CHECK BY: DWO	SCANNED	
1		
2		
3		
NO.	DATE	DESCRIPTION
BY		



**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

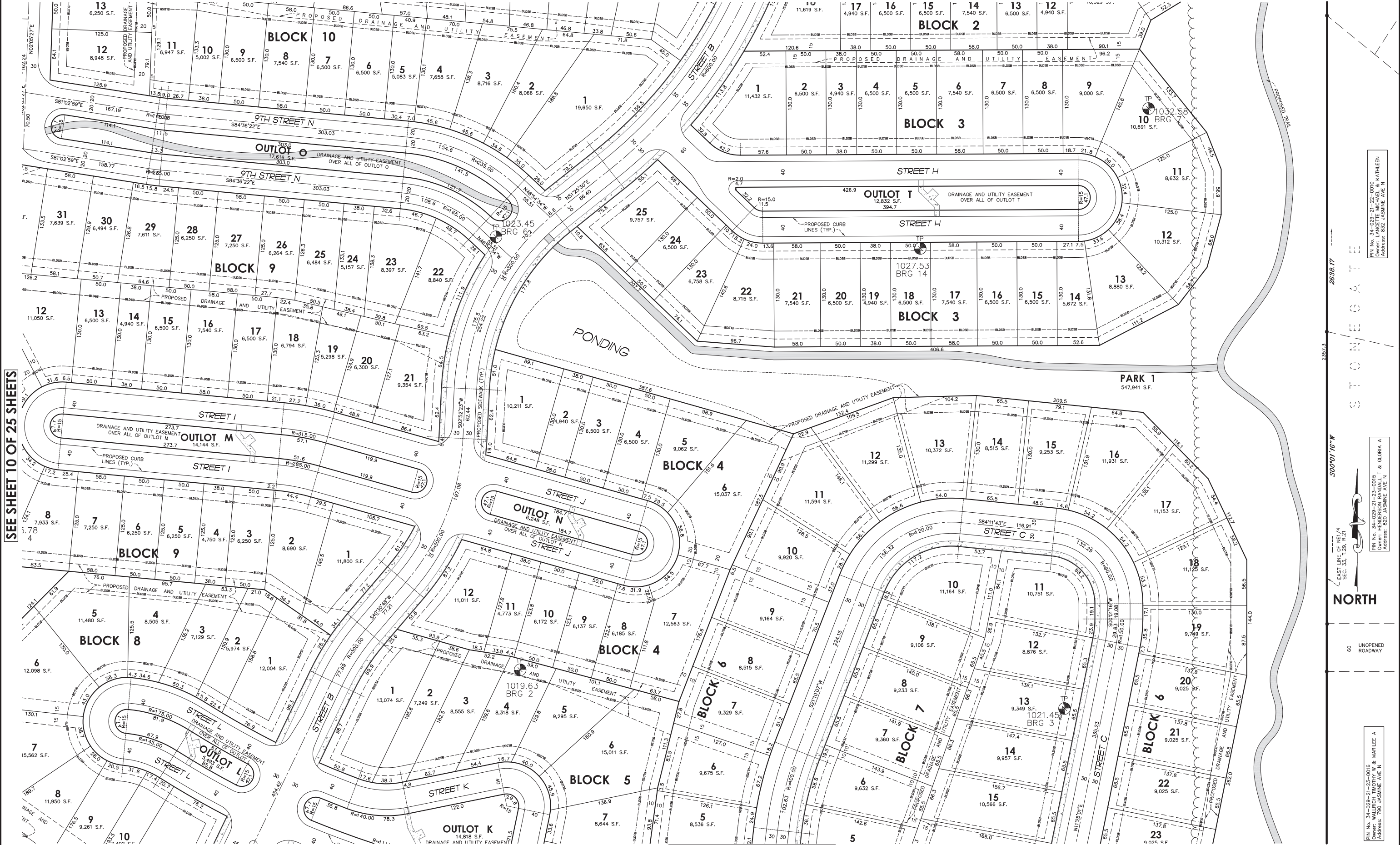


**INWOOD**  
Lake Elmo, Minnesota

**PRELIMINARY PLAT**



SEE SHEET 6 OF 25 SHEETS



SEE SHEET 10 OF 25 SHEETS

Owner: LANCETTE MICHAEL & KATHLEEN  
Address: 832 JASMINE AVE N

Owner: WALTER MICHAEL & GLORIA A  
Address: 820 JASMINE AVE N

Owner: WALTER MICHAEL & GLORIA A  
Address: 820 JASMINE AVE N

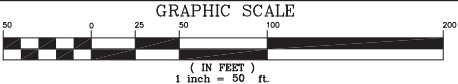
SEE SHEET 8 OF 25 SHEETS

**E. G. RUD & SONS, INC.**  
Professional Land Surveyors  
www.egrud.com

6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel: (651) 361-8200 Fax: (651) 361-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.  
DANIEL W. OBERMILLER  
Date: 10/10/14 License No. 25341

DRAWN BY: JEN		JOB NO: 13777PP	DATE: 10/10/14
CHECK BY: DWO		SCANNED <input type="checkbox"/>	
1			
2			
3			
NO.	DATE	DESCRIPTION	BY



**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432



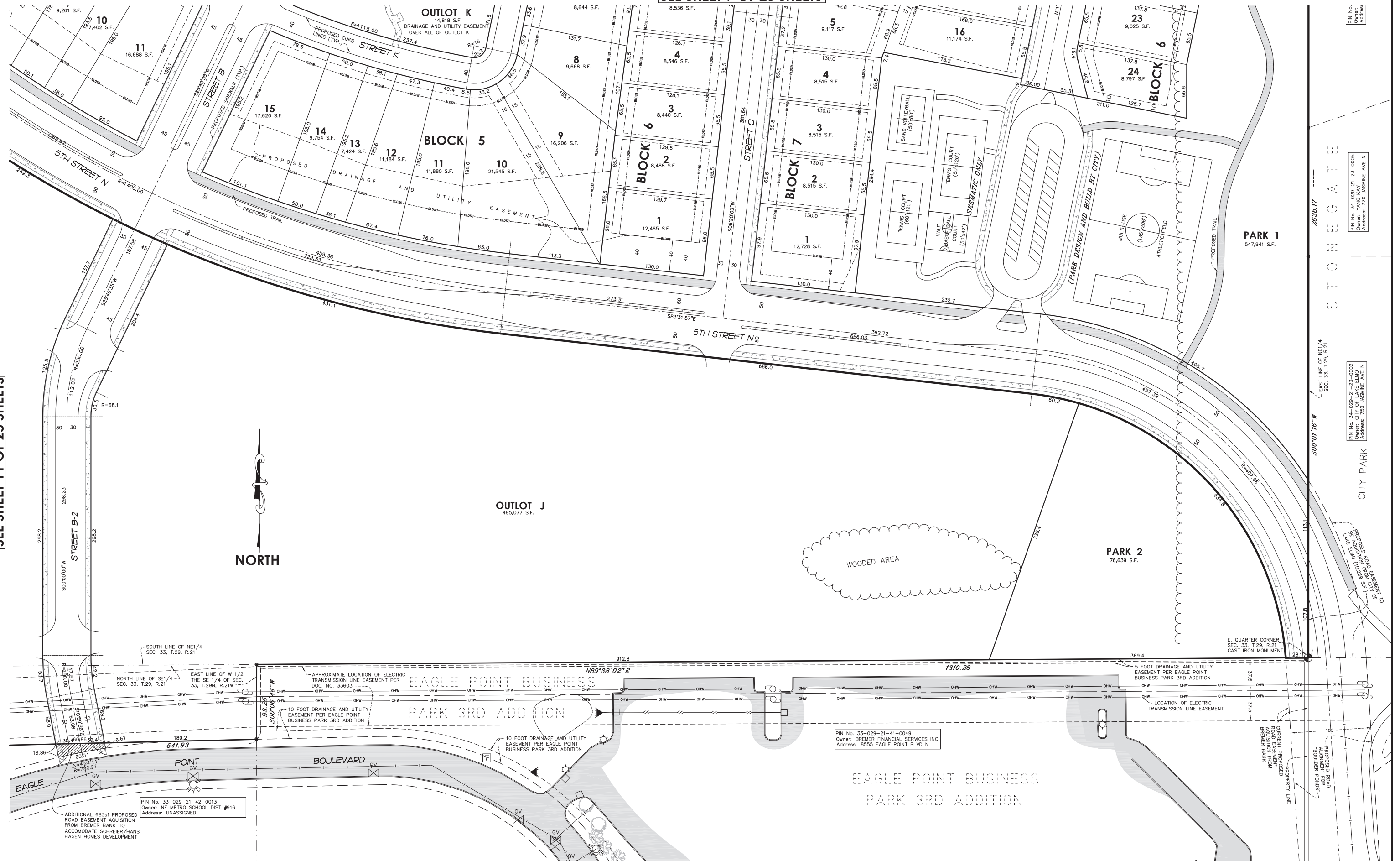
**INWOOD**  
Lake Elmo, Minnesota

**PRELIMINARY PLAT**



**SEE SHEET 11 OF 25 SHEETS**


**SEE SHEET 7 OF 25 SHEETS**



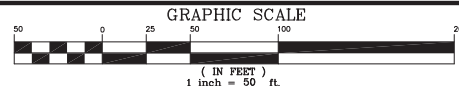
**E. G. RUD & SONS, INC.**  
Professional Land Surveyors  
www.egrud.com

6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel. (651) 361-8200 Fax (651) 361-8701

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

  
\_\_\_\_\_  
DANIEL W. OBERMILLER  
Date: 10/10/14 License No. 25341

DRAWN BY: JEN		JOB NO: 13777PP	DATE: 10/10/14
CHECK BY: DWO		SCANNED <input type="checkbox"/>	
1			
2			
3			
NO.	DATE	DESCRIPTION	BY



**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

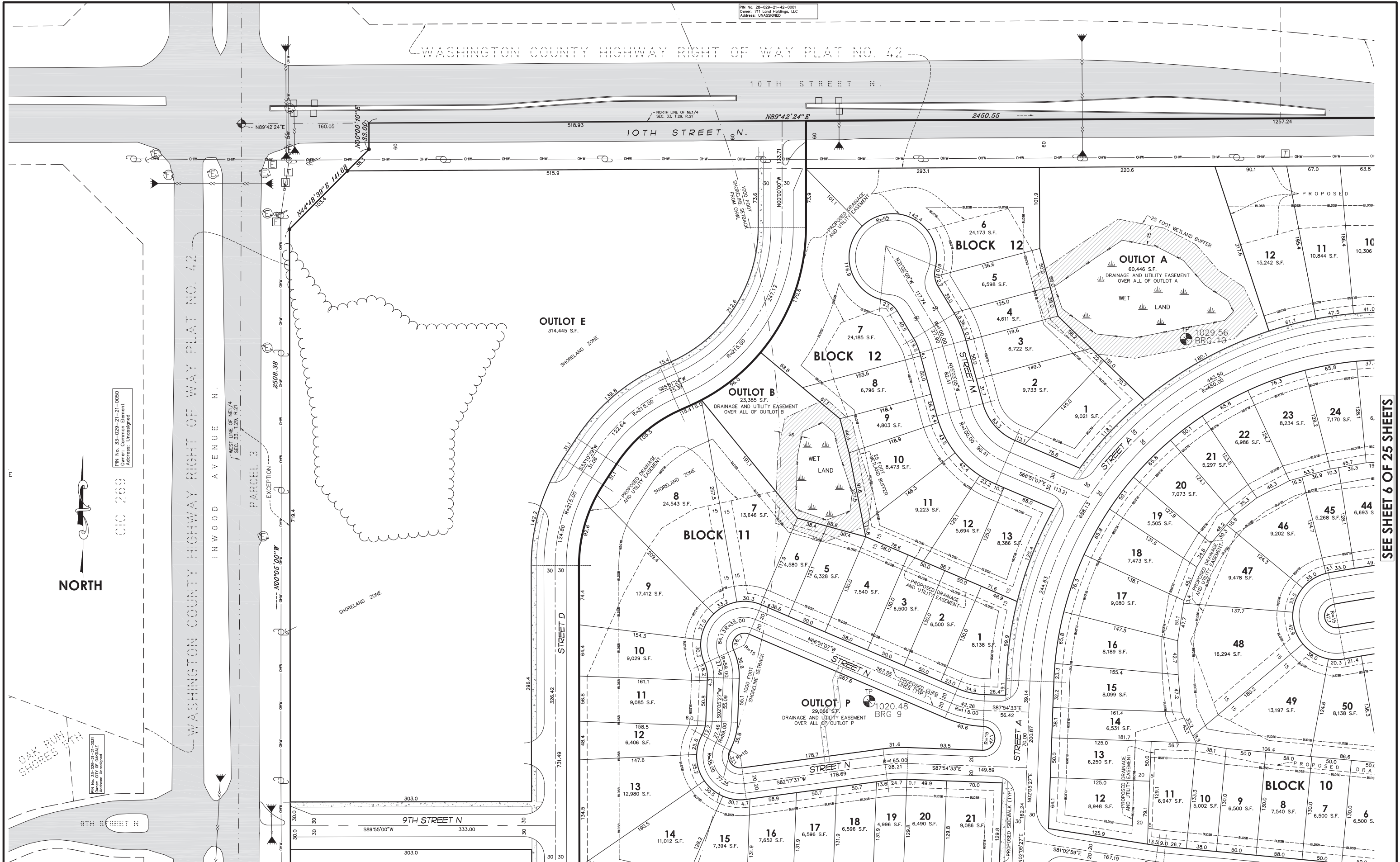


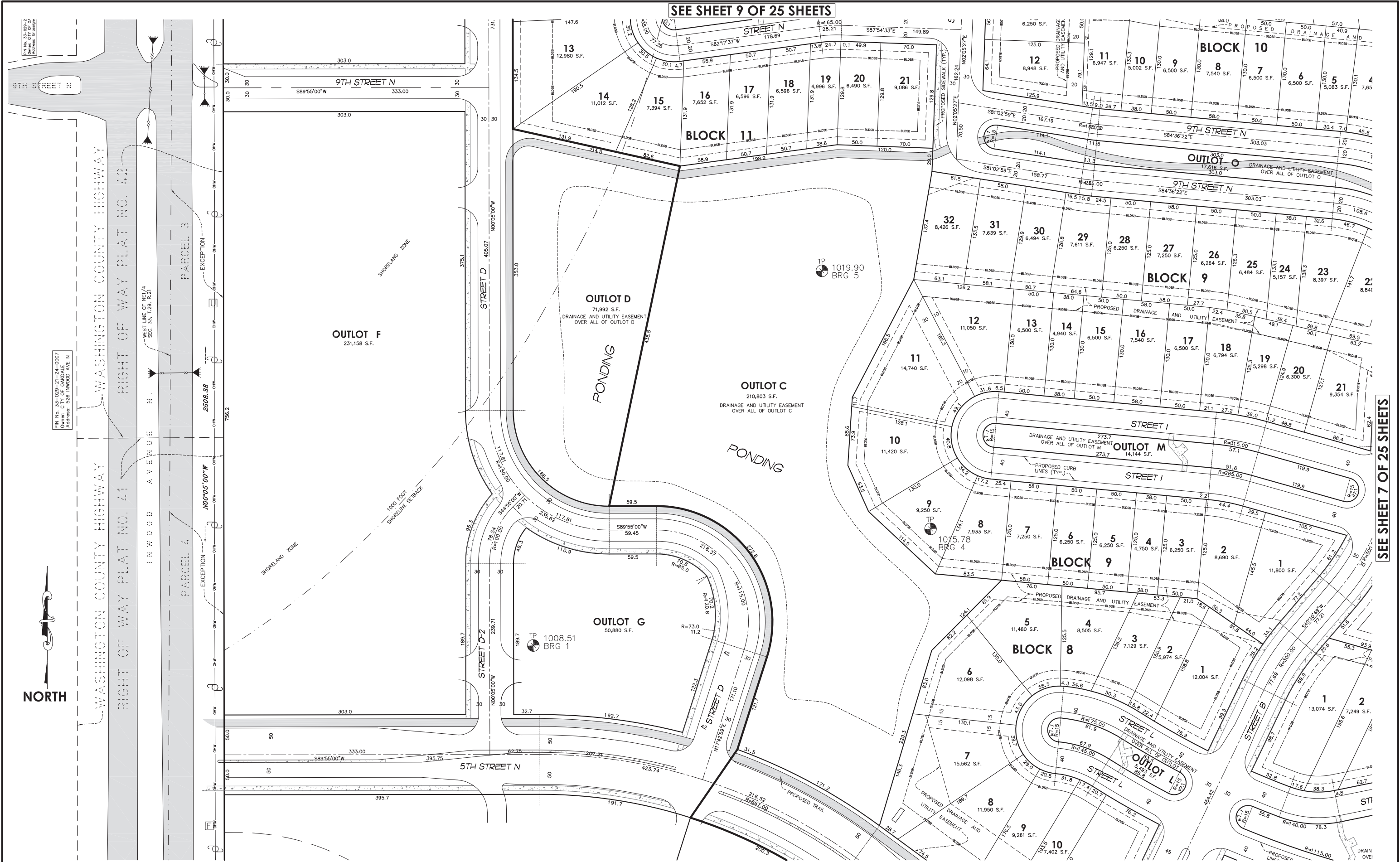
**INWOOD**  
Lake Elmo, Minnesota

**PRELIMINARY PLAT**

3 of 25



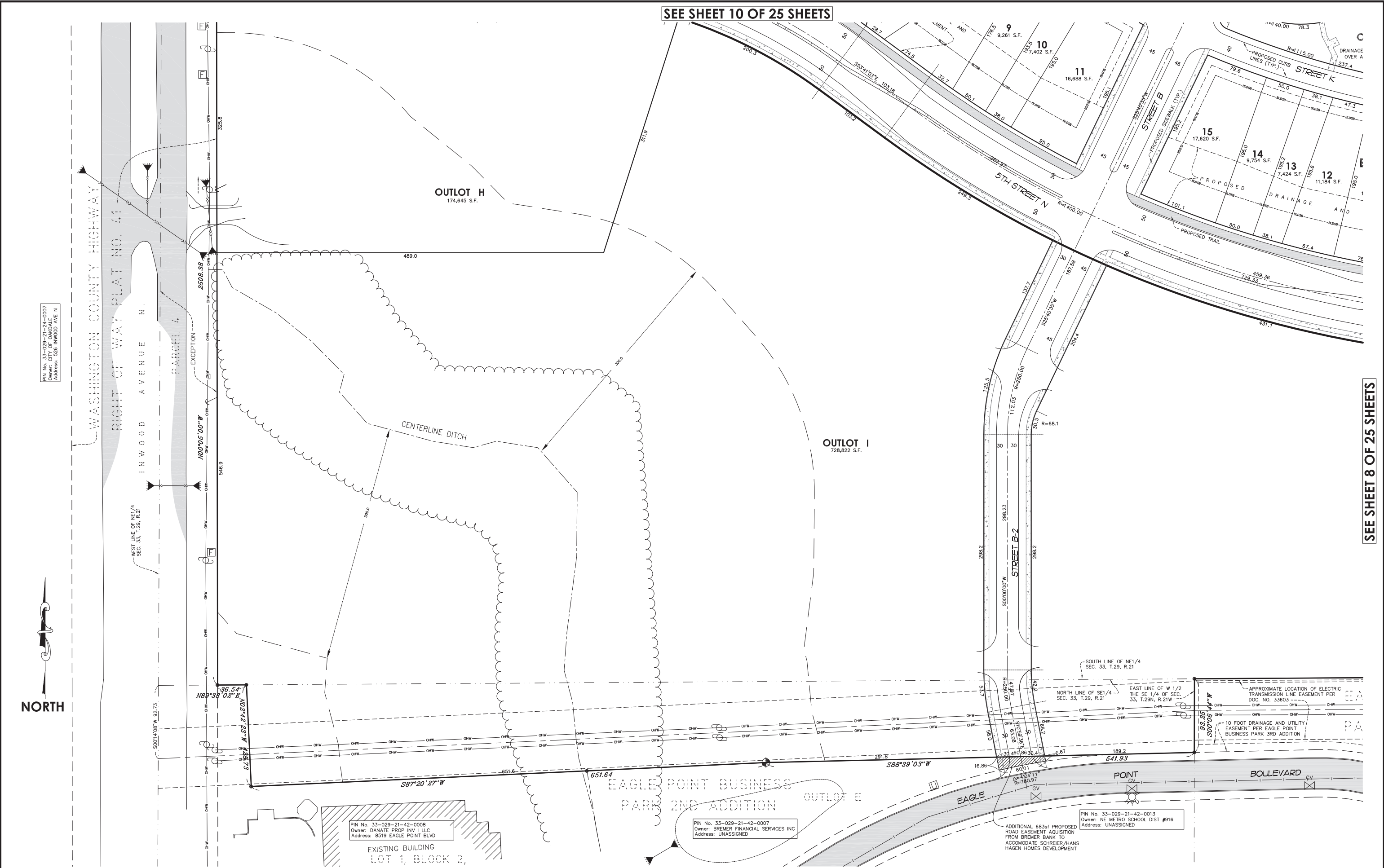






SEE SHEET 10 OF 25 SHEETS

SEE SHEET 8 OF 25 SHEETS

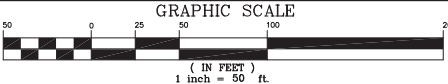


**E.G. RUD & SONS, INC.**  
Professional Land Surveyors  
www.egrud.com

6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel (651) 361-8200 Fax (651) 361-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.  
DANIEL W. OBERMILLER  
Date: 10/16/14 License No. 25341

DRAWN BY: JEN	JOB NO: 13777PP	DATE: 10/10/14
CHECK BY: DWO	SCANNED	
1		
2		
3		
NO.	DATE	DESCRIPTION
BY		



**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432



**INWOOD**  
Lake Elmo, Minnesota

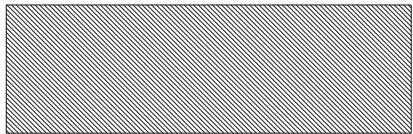
**PRELIMINARY PLAT**

**11**  
of  
**25**

13777PP



OPEN AREA PER CALCULATIONS



PROPERTY DESCRIPTION:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94=392) 902, Washington County, Minnesota.  
(Abstract)  
AND  
The Northeast Quarter of Section 33, Township 29, Range 21, less and except: Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota.  
(Torrens)

NOTES

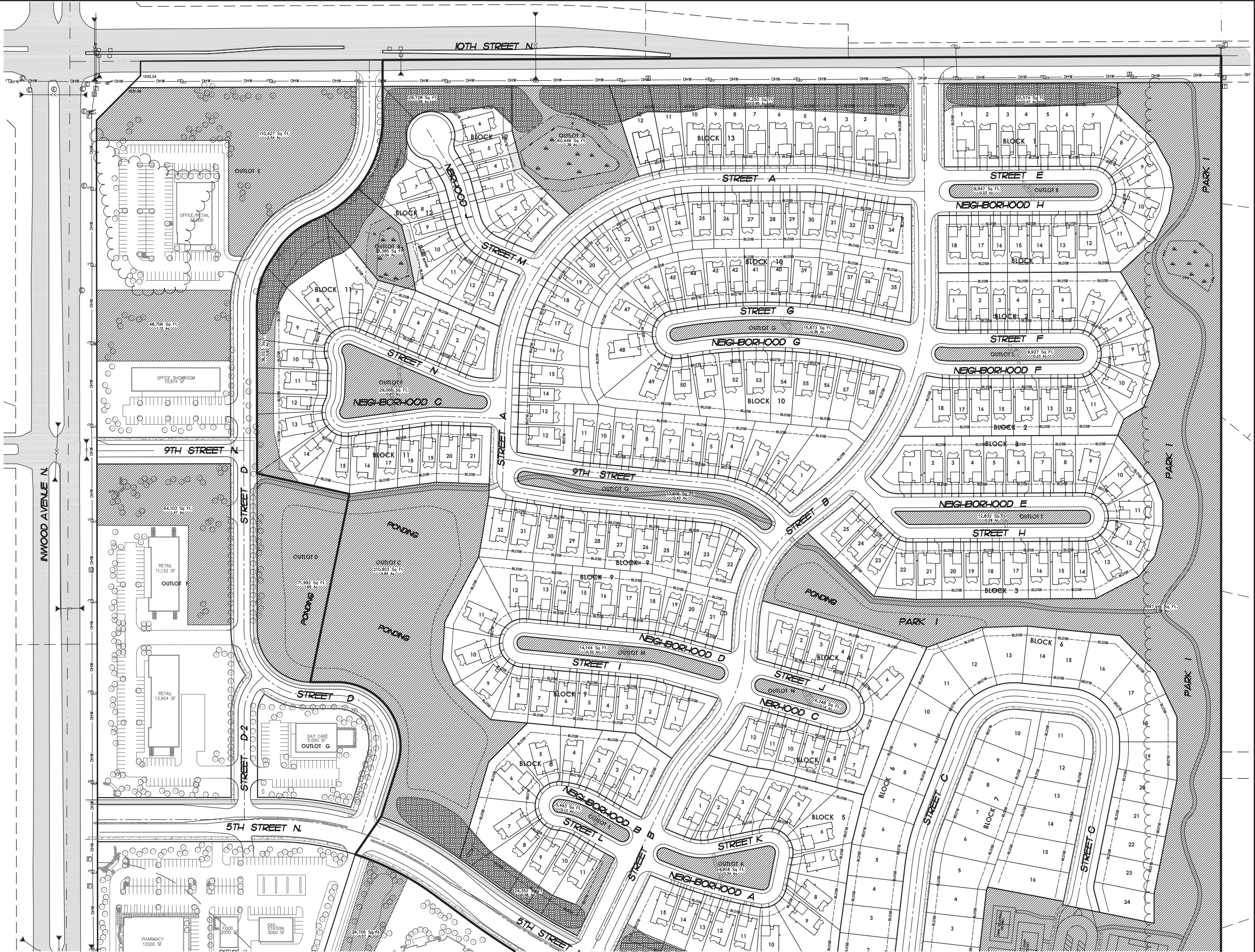
- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14.
- Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- BENCHMARK: MNDOT Station: NYGAARD MNDT. Elevation = 1010.83 (NGVD 29)

OPEN AREA CALCULATIONS FOR ENTIRE SITE

TOTAL SITE AREA = 157.18 ACRES (100%)  
PUBLIC PARK (SINGLE FAMILY AREA) = 12.58 ACRES (8.00%)  
PUBLIC PARK (MULTI-FAMILY AREA) = 1.76 ACRES (1.12%)  
ISLANDS DEDICATED TO FILTRATION = 3.12 ACRES (1.98%)  
OUTLOT A = 1.39 ACRES (0.88%)  
OUTLOT B = 0.54 ACRES (0.34%)  
OUTLOT C = 4.84 ACRES (3.08%)  
OUTLOT D (OPEN AREA) = 1.65 ACRES (1.05%)  
OUTLOT E (OPEN AREA) = 3.66 ACRES (2.32%)  
OUTLOT F (OPEN AREA) = 1.47 ACRES (0.94%)  
OUTLOT G (OPEN AREA) = 0.00 ACRES (0.00%)  
OUTLOT H (OPEN AREA) = 0.00 ACRES (0.00%)  
OUTLOT I (OPEN AREA) = 11.72 ACRES (7.46%)  
OUTLOT J (OPEN AREA) = 1.56 ACRES (0.99%)  
BERMS & OPEN SPACE ON RESIDENTIAL SITE NOT IN OUTLOTS = 4.50 ACRES (2.86%)  
TOTAL OPEN AREA FOR ENTIRE SITE = 48.79 ACRES (31.04% OF SITE)

OPEN AREA CALCULATIONS FOR THE PUD SITE EXCEPT FOR OUTLOT D

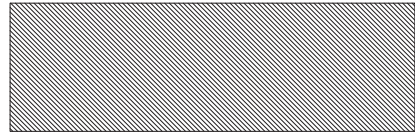
TOTAL PUD SITE AREA = 101.26 ACRES (100%)  
PUBLIC PARK (SINGLE FAMILY AREA) = 12.58 ACRES (12.42%)  
ISLANDS DEDICATED TO FILTRATION = 3.12 ACRES (3.08%)  
OUTLOT A = 1.39 ACRES (1.37%)  
OUTLOT B = 0.54 ACRES (0.53%)  
OUTLOT C = 4.84 ACRES (4.78%)  
BERMS & OPEN SPACE ON RESIDENTIAL SITE NOT IN OUTLOTS = 4.50 ACRES (4.44%)  
TOTAL OPEN AREA FOR PUD SITE = 26.97 ACRES (26.62% OF SITE)



SEE SHEET 13 OF 25 SHEETS

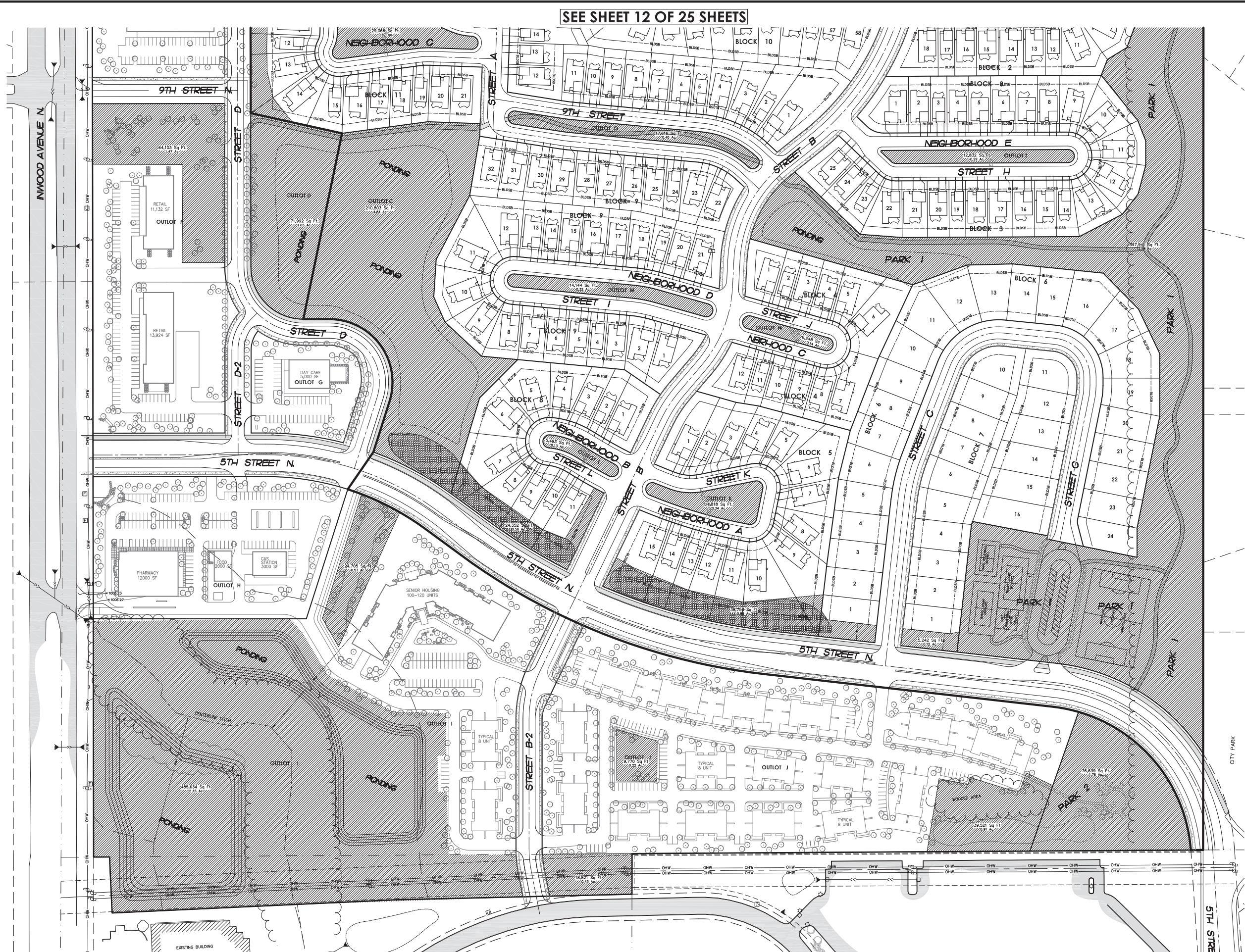


OPEN AREA PER CALCULATIONS



NOTES

SEE SHEET 12 OF 25 SHEETS FOR NOTES.







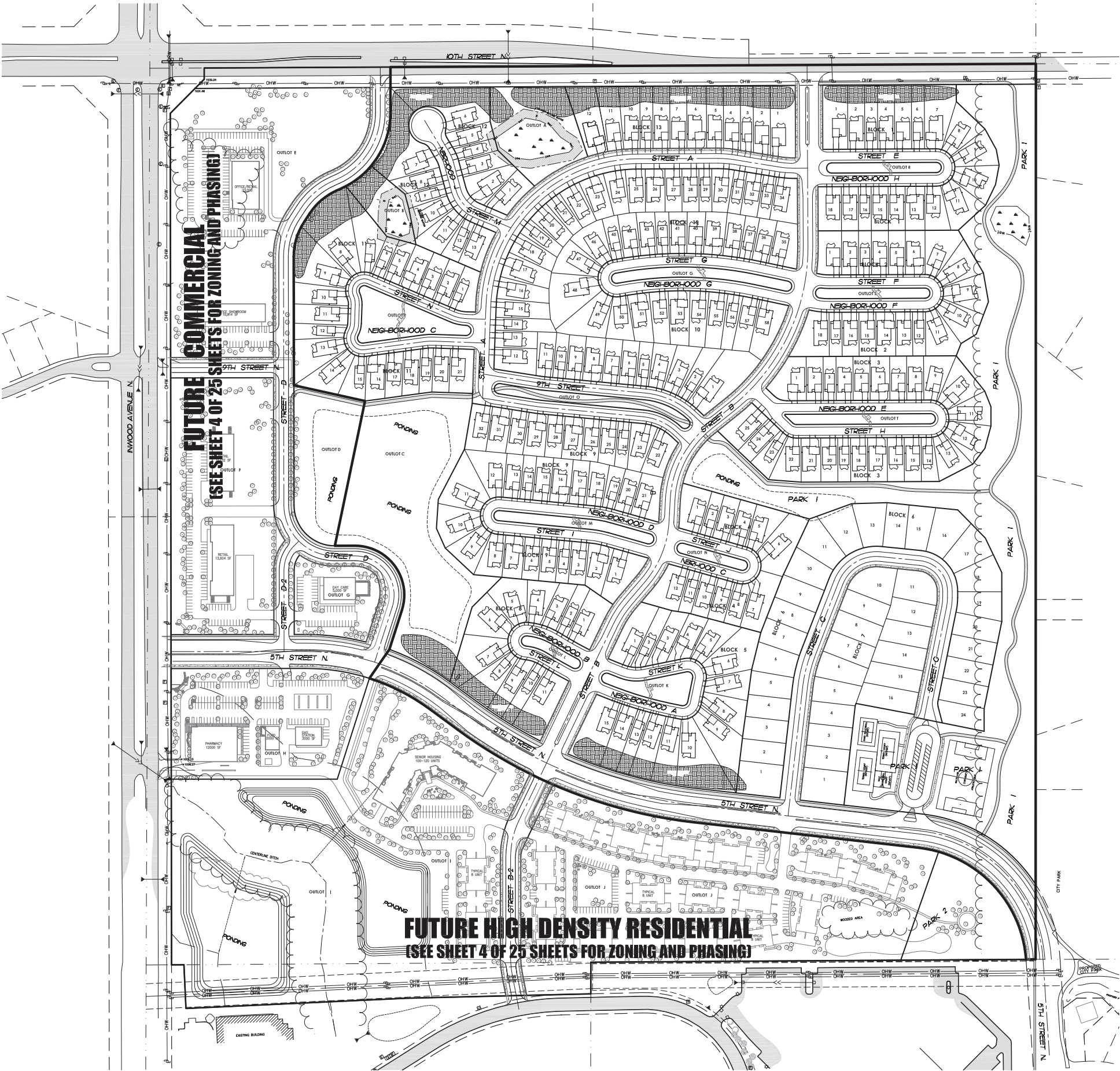
NORTH

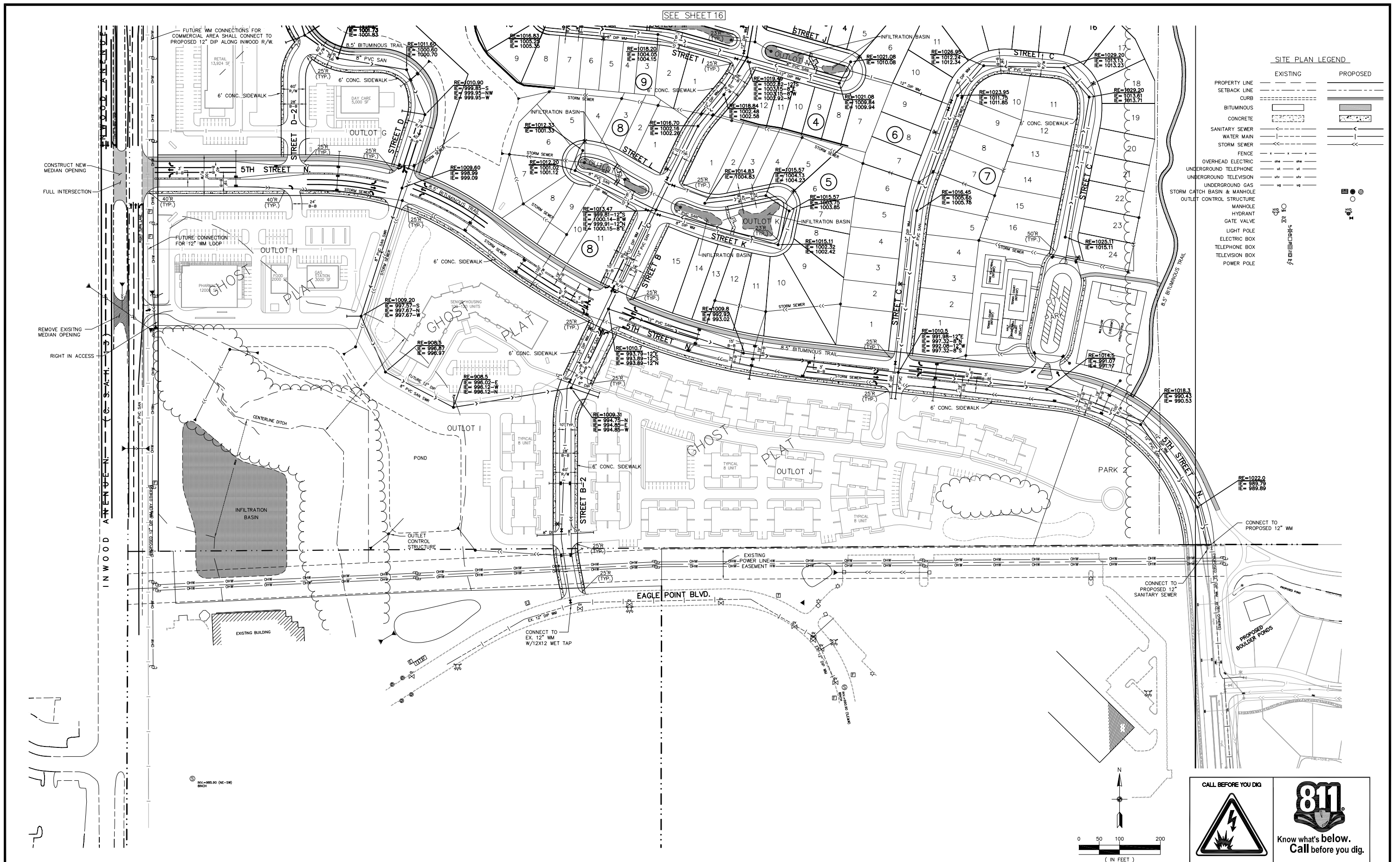
PROPERTY DESCRIPTION:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94=392) 902, Washington County, Minnesota.  
(Abstract)  
AND  
The Northeast Quarter of Section 33, Township 29, Range 21, less and except: Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota.  
(Torrens)

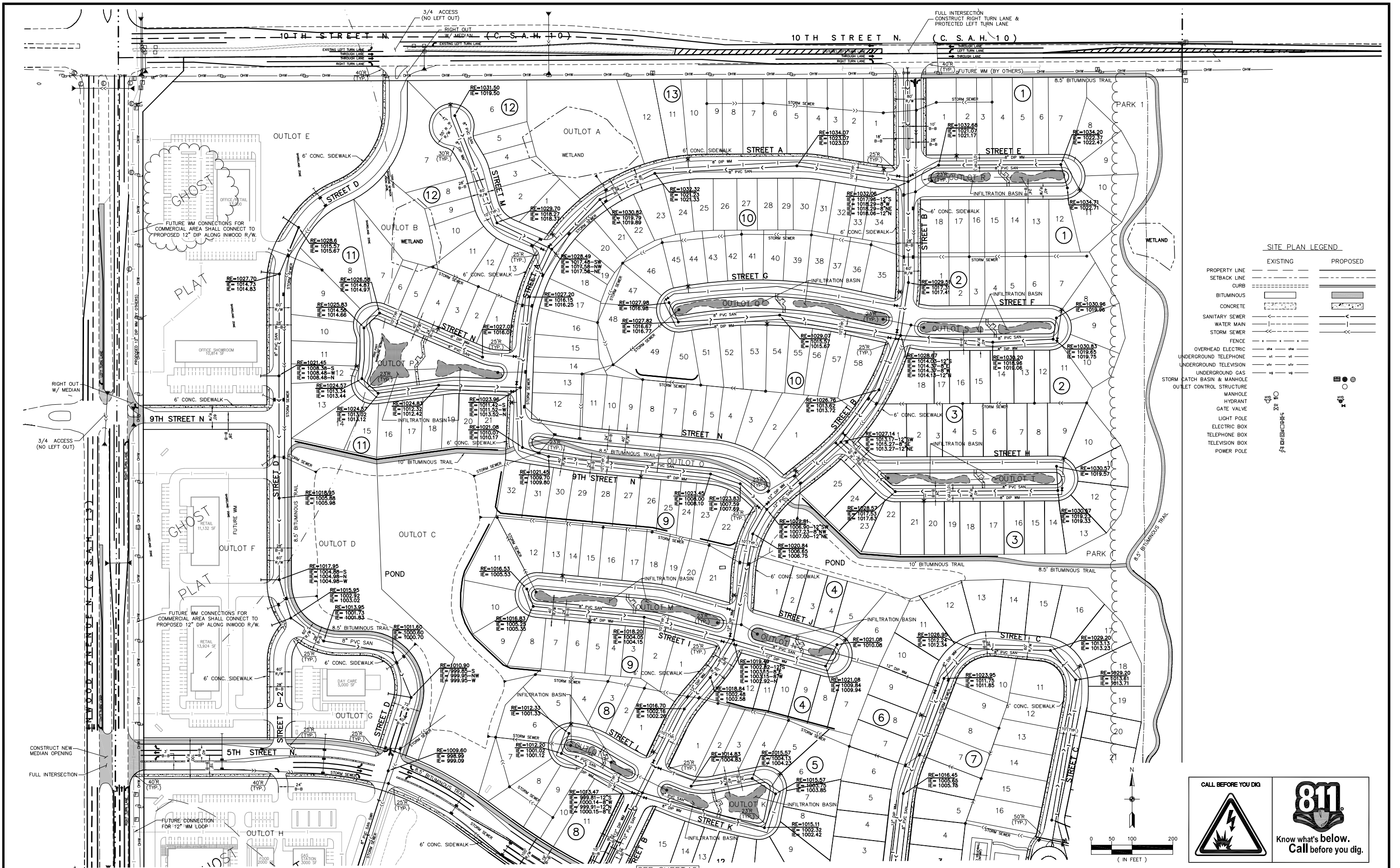
NOTES

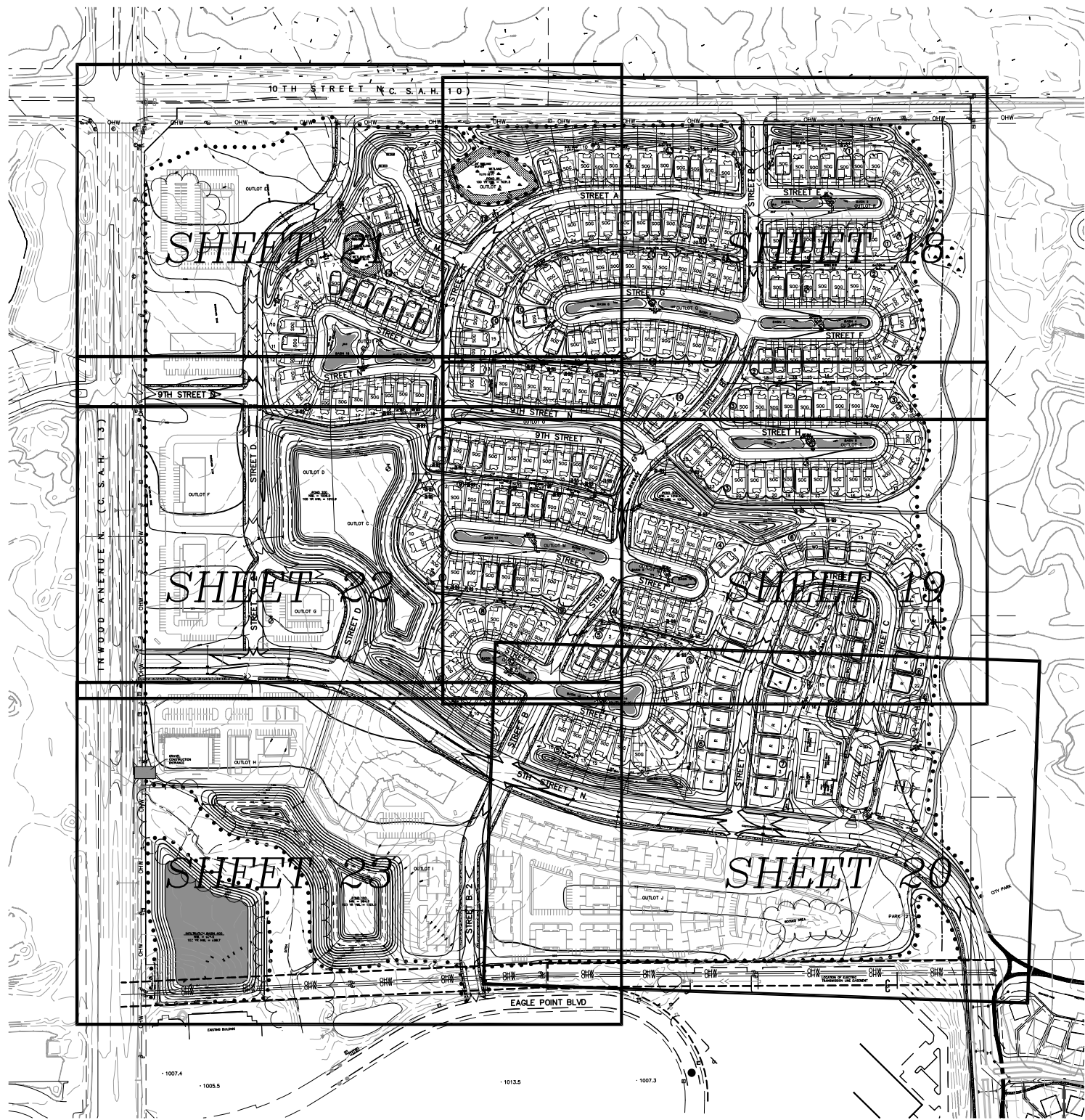
- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14.
- Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- BENCHMARK: MNDOT Station: NYGAARD MNDT. Elevation = 1010.83 (NGVD 29)









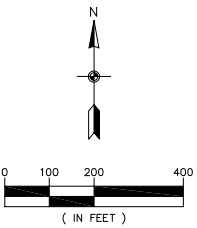


**LEGEND**

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
WATER MAIN	---	---
OVERHEAD UTILITY	---	---
STORM CATCH BASIN	---	---
STORM MANHOLE	---	---
OUTLET CONTROL STRUCTURE	---	---
MANHOLE	---	---
HYDRANT	---	---
GATE VALVE	---	---
TELEVISION BOX	---	---
TELEPHONE BOX	---	---
UTILITY POLE	---	---
RETAINING WALL	---	---
FENCE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
FEMA FLOOD PLAIN	---	---
WETLAND LINE	---	---
SPOT ELEVATION	---	---
EMERGENCY OVERFLOW	---	---
SILT FENCE (STANDARD DTL #2001)	---	---
TREE FENCE	---	---
GRADING LIMITS	---	---
TREELINE	---	---
SOIL BORING	---	---

INFILTRATION BASIN DATA

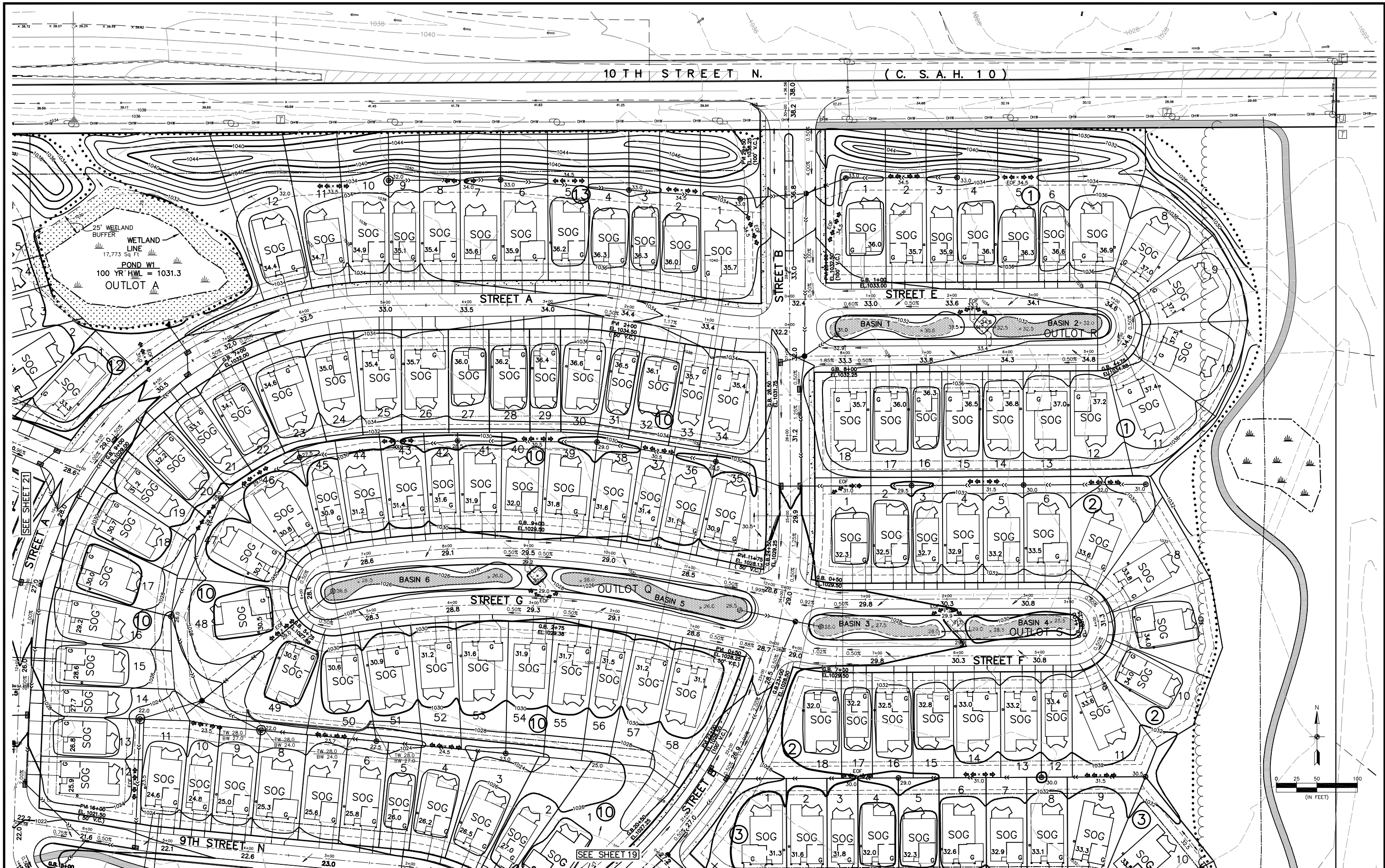
BASIN No.	BOTTOM ELEV.	OUTLET ELEV.
1	1030.5	1031.0
2	1032.0	1032.5
3	1027.5	1028.0
4	1028.5	1029.0
5	1026.0	1026.5
6	1026.0	1026.5
7	1027.0	1027.5
8	1028.0	1028.5
9	1018.0	1018.5
10	1019.0	1019.5
11	1016.5	1017.0
12	1015.5	1016.0
13	1012.0	1012.5
14	1013.0	1013.5
15	1011.0	1011.5
16	1010.0	1010.5
17	1022.5	1023.0
18	1023.0	1023.5



CALL BEFORE YOU DIG

**811**

Know what's below.  
Call before you dig.



- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofek, P.E.  
Signature: *Brian J. Krystofek*  
Date: 10/10/14 License #: 25063

Drawn: LC  
Designed: BJK  
Date: 10/10/14

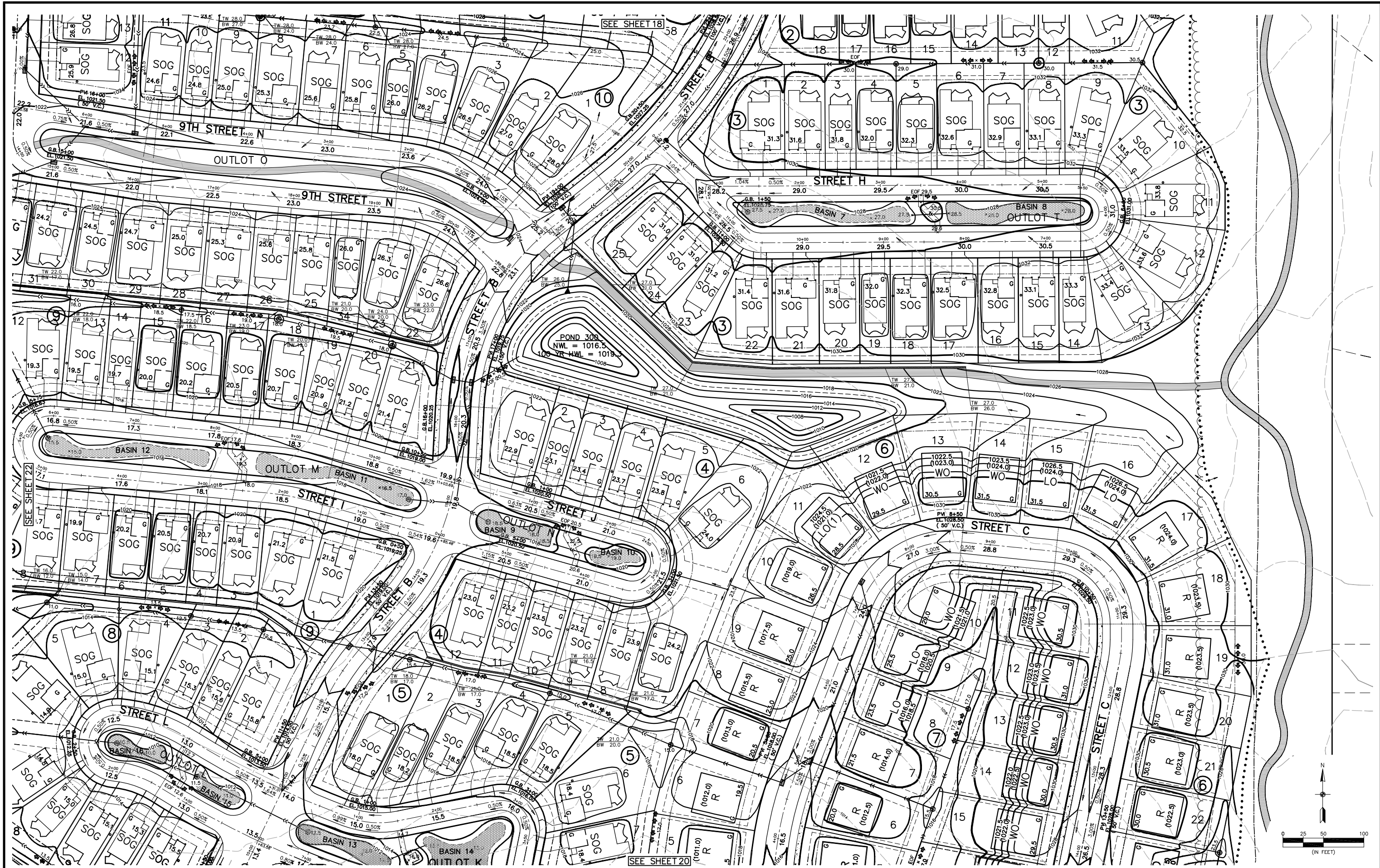
**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

**InWood**  
Lake Elmo, Minnesota

**PRELIMINARY GRADING  
& EROSION CONTROL PLAN**

18  
of  
25





- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofak, P.E.  
Signature: *Brian J. Krystofak*  
Date: 10/10/14 License #: 25063

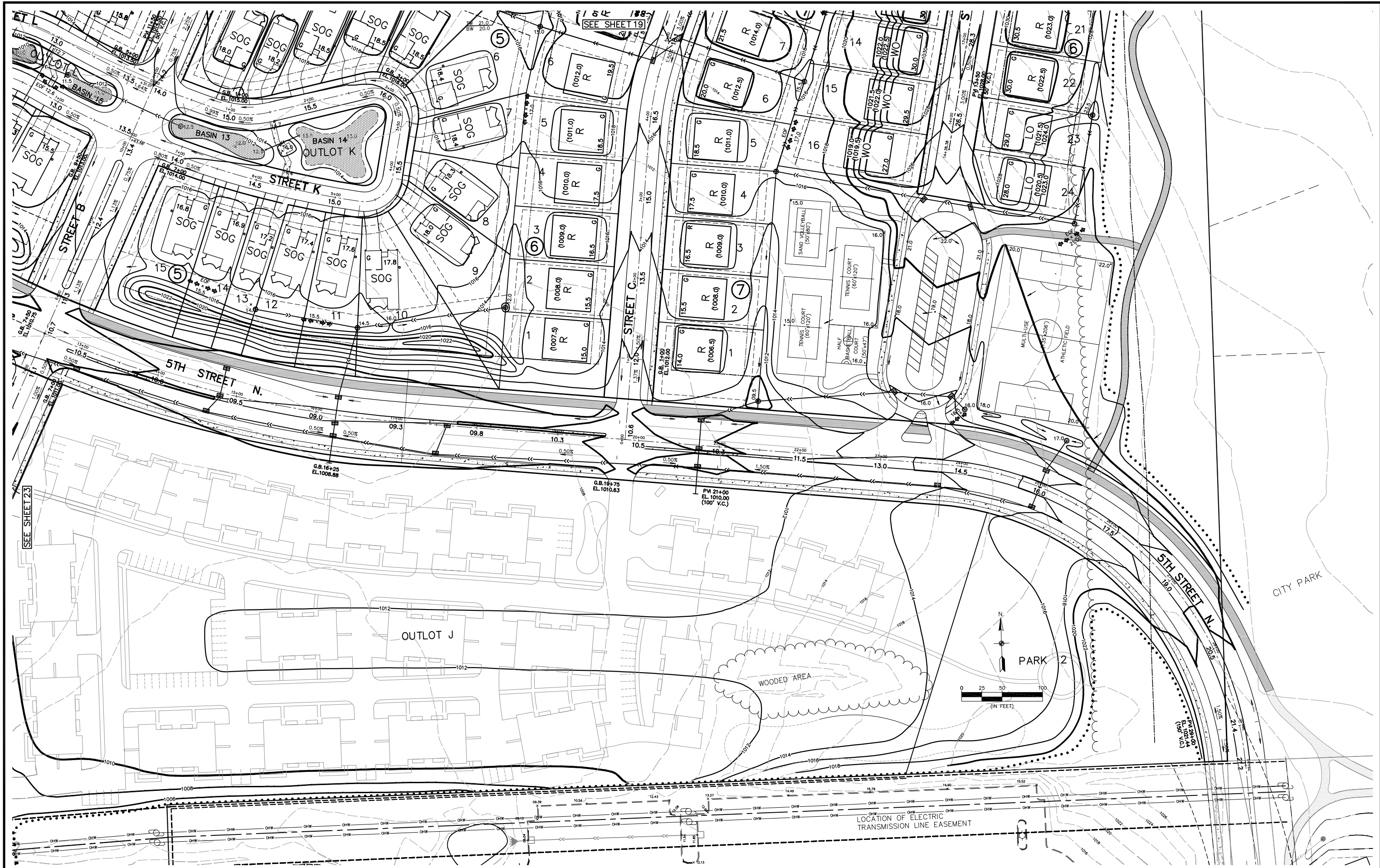
Drawn: LC  
Designed: BJK  
Date: 10/10/14

**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

**InWood**  
Lake Elmo, Minnesota

**PRELIMINARY GRADING  
& EROSION CONTROL PLAN**

19  
of  
25



- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 10/10/14 License #: 25063

Drawn: LC  
Designed: BJK  
Date: 10/10/14

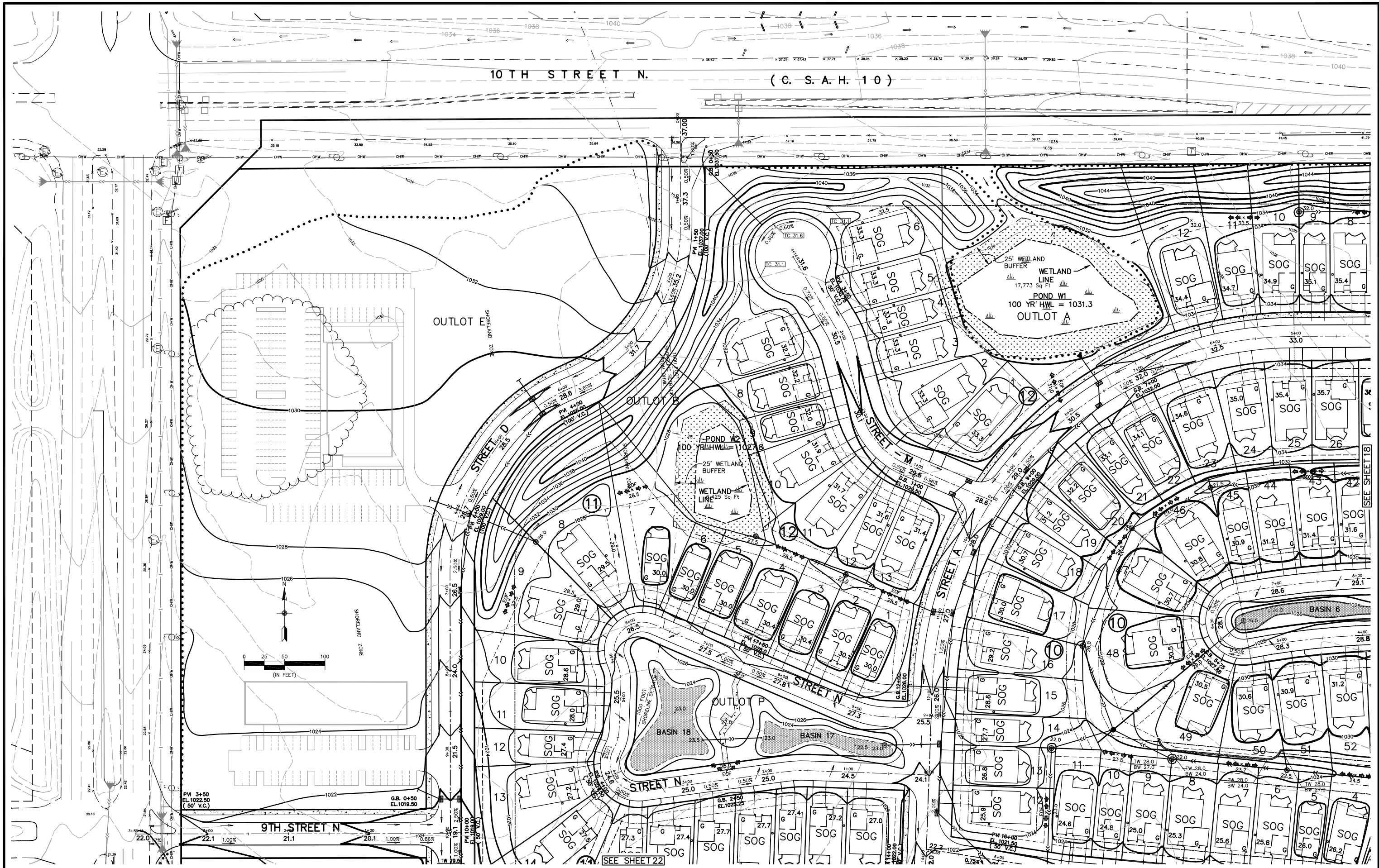
**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

**InWood**  
Lake Elmo, Minnesota

**PRELIMINARY GRADING  
& EROSION CONTROL PLAN**

20  
of  
25





- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 10/10/14 License #: 25063

Drawn: LC  
Designed: BJK  
Date: 10/10/14

**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

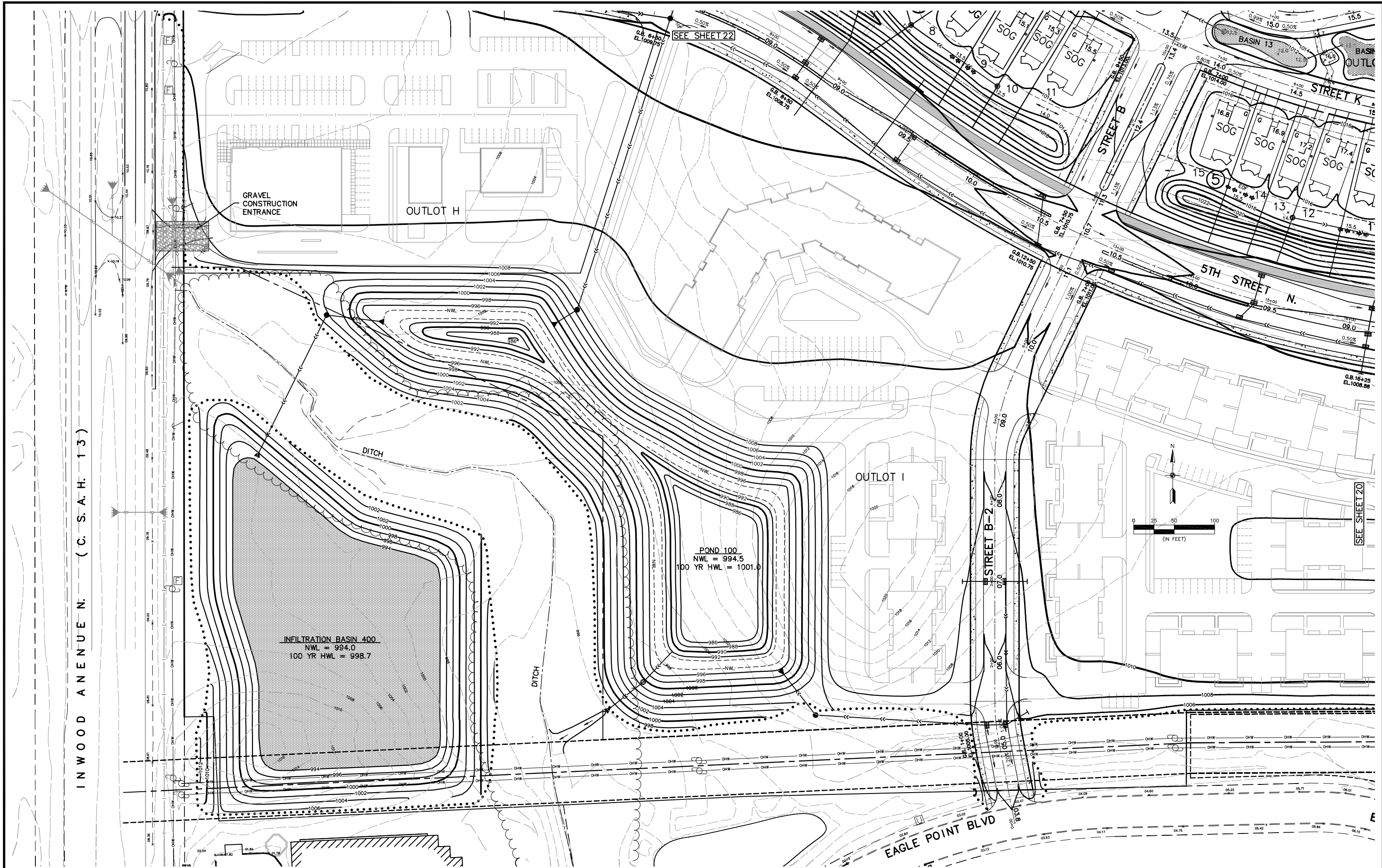
**InWood**  
Lake Elmo, Minnesota

**PRELIMINARY GRADING  
& EROSION CONTROL PLAN**

21  
of  
25







- environmental
- engineering
- surveying

248 Apollo Drive, Suite 100  
Lino Lakes, MN 55014  
Phone: (763) 489-7900  
Fax: (763) 489-7959  
www.carlsonmccain.com

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 Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.  
Signature: *Brian J. Krystofiak*  
Date: 10/10/14 License #: 25063

Drawn: LC  
Designed: BJK  
Date: 10/10/14

**HANS HAGEN HOMES**  
941 NE Hillwind Rd., Suite 300  
Fridley, MN 55432

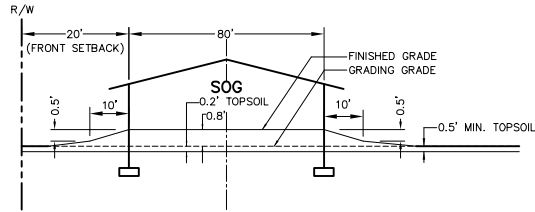
**InWood**  
Lake Elmo, Minnesota

**PRELIMINARY GRADING  
& EROSION CONTROL PLAN**

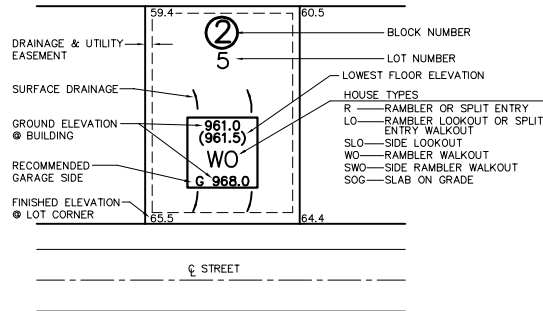
23  
of  
25



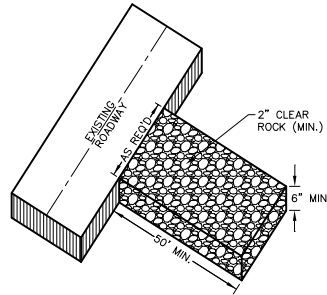
CARRIAGE / VILLAGE



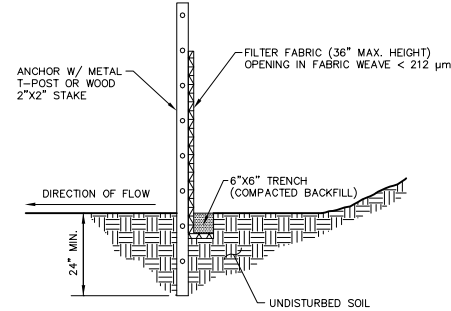
GRADING PLAN LOT KEY



ROCK CONSTRUCTION ENTRANCE



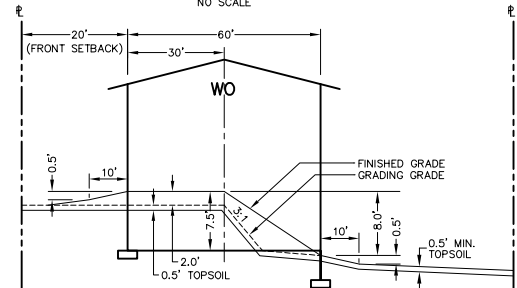
SILT FENCE



NOTES:

1. DIG A 6"x6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"x6" TRENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
6. SEE MNDOT SPECIFICATIONS 2573 & 3886.

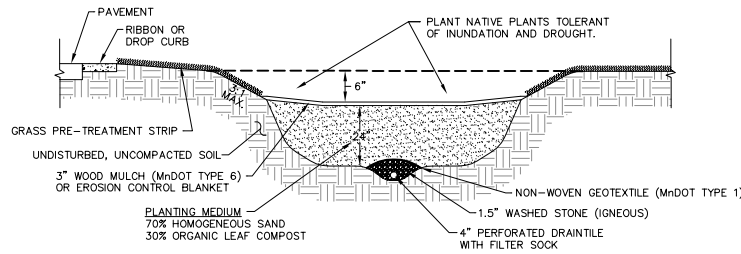
WALKOUT  
NO SCALE



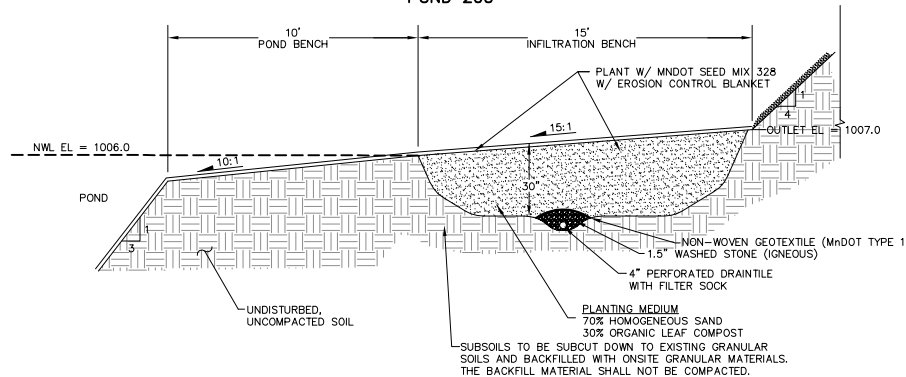
LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS	---	---
CONCRETE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
WATER MAIN	---	---
OVERHEAD UTILITY	---	---
STORM CATCH BASIN	---	---
STORM MANHOLE	---	---
OUTLET CONTROL STRUCTURE	---	---
MANHOLE	---	---
HYDRANT	---	---
GATE VALVE	---	---
TELEVISION BOX	---	---
UTILITY POLE	---	---
RETAINING WALL	---	---
FENCE	---	---
10' CONTOUR	---	---
2' CONTOUR	---	---
FEMA FLOOD PLAIN	---	---
WETLAND LINE	---	---
SPOT ELEVATION	---	---
EMERGENCY OVERFLOW	---	---
SILT FENCE (STANDARD DTL #2001)	---	---
TREE FENCE	---	---
TREELINE	---	---
SOIL BORING	---	---

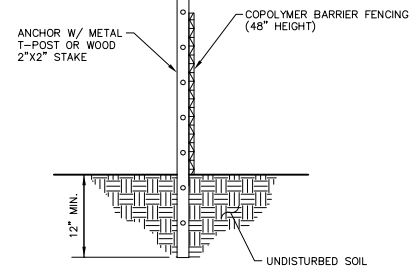
FILTRATION BASINS 1-18



POND BENCH  
POND 200



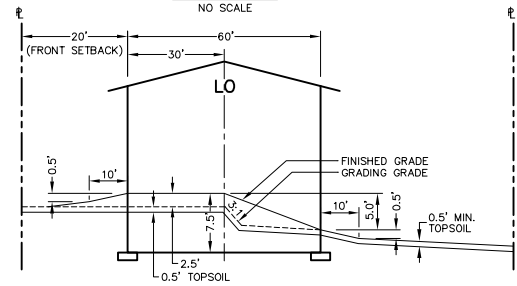
TREE FENCE



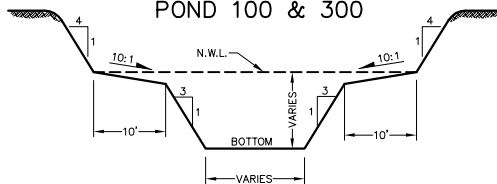
NOTES:

1. TREE FENCING SHALL BE PLACED A MINIMUM OF 1 FOOT PER CALIPER INCH OF TREE DIAMETER FROM TREE(S) THAT IS/ARE TO BE SAVED.
2. ANCHOR POST MAY BE SPACED UP TO 10 FEET APART.
3. SECURELY ATTACH TREE FENCE TO ANCHOR POSTS W/ MINIMUM OF TWO ATTACHMENTS PER POST.
4. SEE MNDOT SPECIFICATION 2572.

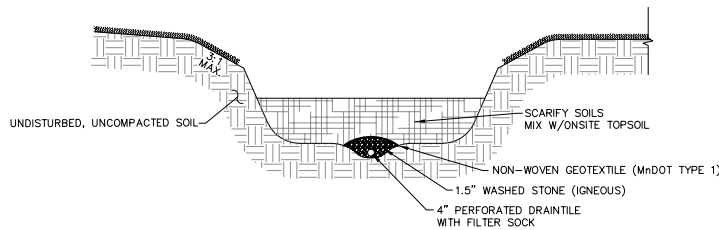
LOOKOUT  
NO SCALE



TYPICAL POND SECTION  
POND 100 & 300



INFILTRATION BASIN 400



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.

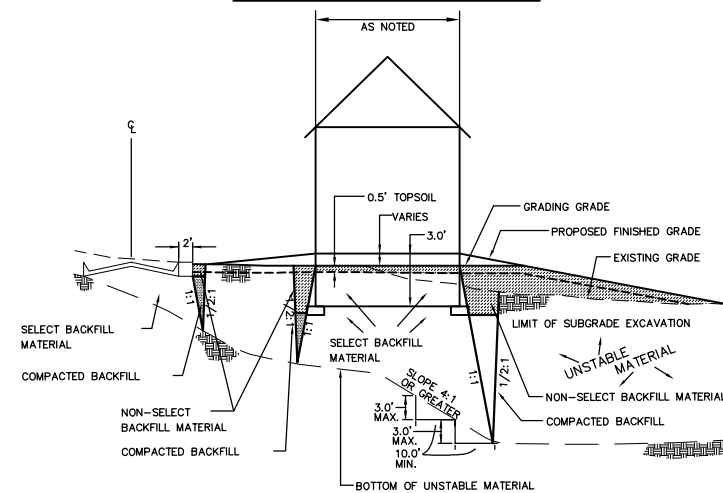
TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE

SEED: MNDOT MIXTURE 25-141 AT 60 POUNDS PER ACRE.  
MORE THAN 14 DAYS.  
DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

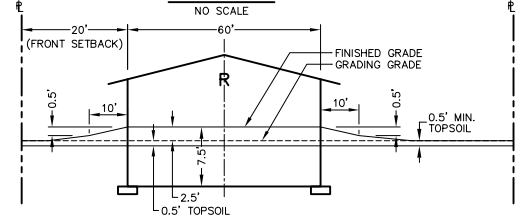
MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).

FERTILIZER: TYPE 1 10-10-10 AT 200 POUNDS PER ACRE.

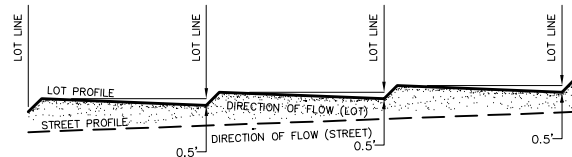
SUBGRADE CORRECTION



RAMBLER  
NO SCALE



LOT BENCHING DETAIL



Plan View Details:

- Left Side (R/W): 5' CONCRETE SIDEWALK, 4" MNDOT 3149.2.8 SELECT GRANULAR BASE, SUBGRADE PREP (APPROVED BY CITY), 6" TOPSOIL & SOD, 2.0% slope.
- Median Section: 18" MAINT. STRIP, 9.5' width, 5.5' width, 2.5% MIN slope, 19' to Back of Curb.
- Right Side (R/W): 6" TOPSOIL & SOD, 4.0% slope, 10.5' width, 10' width, 5' width, 2.0% slope, BITUMINOUS TRAIL.

Cross-Section Details:

- 2" MNDOT 2360 TYPE SP BIT. WEARING COURSE
- MAX AGGREGATE SIZE A, TRAFFIC LEVEL 2, ASPHALT GRADE B
- BITUMINOUS TACK COAT
- 2" MNDOT 2360 TYPE BIT. NON-WEARING COURSE
- MAX AGGREGATE SIZE B, TRAFFIC LEVEL 2, ASPHALT GRADE B
- 8" AGGREGATE BASE, CL. 5, 100% CRUSHED STONE AGGREGATE (SPEC 3138)
- 12" MIN SELECT GRANULAR BORROW (SPEC 3149.2B)
- SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS

\* FINAL SECTION TO BE VERIFIED BY GEOTECHNICAL ENGINEER

5' CONCRETE SIDEWALK  
4" MNDOT 3149.2B  
SELECT GRANULAR BASE  
SUBGRADE PREP (APPROVED BY CITY)

6" TOPSOIL & SOD

2.0%

4.0%

50'

19'

to Back of Curb

3'

6.5'

13.5'

7'

12'

14.5'

50'

1'

10'

5'

2.5% MIN

2.5% MIN

2.5% MIN

2.5% MIN

2.0%

4.0%

B624  
CONC. CURB  
& GUTTER

B612  
CONC. CURB  
& GUTTER

B624  
CONC. CURB  
& GUTTER

BITUMINOUS TRAIL

R/W

R/W

\* PAVEMENT SECTION

- 2" - MNDOT 2360 TYPE SP BIT. WEARING COURSE
- MAX AGGREGATE SIZE A, TRAFFIC LEVEL 2, ASPHALT GRADE B
- BITUMINOUS TACK COAT
- 2" - MNDOT 2360 TYPE BIT. NON-WEARING COURSE
- MAX AGGREGATE SIZE B, TRAFFIC LEVEL 2, ASPHALT GRADE B
- 5' AGGREGATE BASE, CL 5, 100% CRUSHED STONE AGGREGATE (SPEC 3138)
- 12" MIN SELECT GRANULAR BORROW (SPEC 3149.2B)
- SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS

\* FINAL SECTION TO BE VERIFIED BY GEOTECHNICAL ENGINEER

R/W 40' R/W 24' B/B R/W

20' 24' 20'

2% 2.5% MAX. SLOPE 0.5'

6" TOPSOIL & SOD

20' CONCRETE RIBBON CURB

6" TOPSOIL & SOD

SURMOUNTABLE CONCRETE CURB & GUTTER

\* PAVEMENT SECTION

- 1.5" - MnDOT 2360 TYPE SP BIT. WEARING COURSE
- MAX AGGREGATE SIZE A. TRAFFIC LEVEL 2, ASPHALT GR
- BITUMINOUS TACK COAT
- 1.5" - MnDOT 2360 TYPE BIT. NON-WEARING COURSE
- MAX AGGREGATE SIZE B. TRAFFIC LEVEL 2, ASPHALT GR
- 6" AGGREGATE BASE, CL. 5, 100% CRUSHED STONE AGG.
- 12" MIN SELECT GRANULAR BORROW (SPEC 3149.2B)
- SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH

\* FINAL SECTION TO BE VERIFIED BY GEOTECHNICAL ENGINEER

Plan view and cross-section of a proposed 12' wide concrete curb and gutter. The plan view shows a 40' R/W, 24' B/B, and 20' sections. The cross-section shows a 6" topsoil and sod, a 2.5% max slope, and a 0.5' curb height. A circular inset shows the pavement section with layers: 1.5" MnDOT 2360 Type SP Bit. Wearing Course, 1.5" MnDOT 2360 Type Bit. Non-Wearing Course, 6" Aggregate Base, and 12" Min Select Granular Borrow. The final section is to be verified by a geotechnical engineer.

Technical drawing of a culvert structure showing plan and elevation views.

**Plan View (Top):** Shows a circular culvert with a split galvanized grate. The grate is labeled "GALVANIZED GRATE (SPLIT) 4\"X4\" OPENINGS".

**Elevation View (Bottom):** Shows the culvert structure with the following details:

- Inlet:** A 42" RCP inlet pipe with a 42" RCP section. The elevation at the inlet is 994.5.
- Structure:** The culvert structure is shown with a 42" RCP section. The elevation at the top of the structure is 997.0. The elevation at the bottom of the structure is 993.0. The elevation at the outlet is 990.0.
- Outlet:** A 42" RCP outlet pipe with a 42" RCP section. The elevation at the outlet is 990.0.
- Orifice:** A 6" orifice is shown in the structure. The elevation at the orifice is 995.0.
- Flow:** The flow direction is indicated by arrows labeled "FLOW".
- Labels:** "EX DITCH" is labeled on the left. "NWL POND 100 = 994.5" is labeled on the right. "1001.1" is labeled at the top right.
- Dimensions:** A 1' MIN. dimension is shown at the bottom right.

2'x3' HDPE FRAME INSERT

EMERGENCY OVERFLOW PORTS

HDPE INSERT BASKETS SHOWN W/OUT FILTER BAGS  
400 MICRON FILTER BAGS REQUIRED INSIDE BASKETS

- MEETS MN/DOT SPECIFICATION 3891F
- "STORM DRAIN INLET PROTECTION - FILTER BAG INSERT"
- DESIGNED FOR NEEHAH R-3067 OR R-3290 SERIES

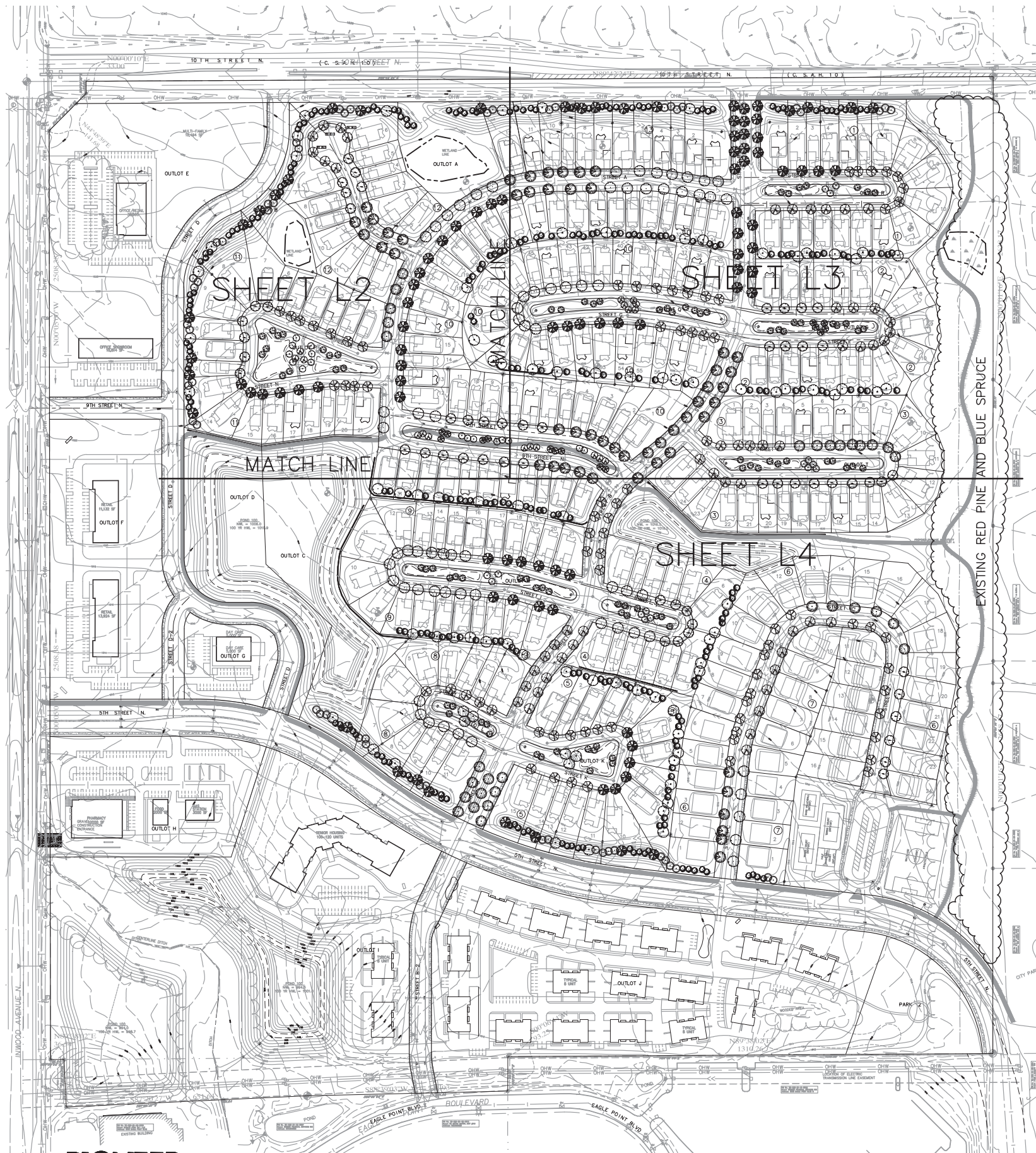
HOPE INSERT BASKETS  
SHOWN W/OUT FILTER BAGS  
400 MICRON FILTER BAGS  
REQUIRED INSIDE BASKETS

2X3 HDPE FRAME INSERT

EMERGENCY OVERFLOW PORTS

- MEETS MN/DOT SPECIFICATION 3891.F
- "STORM DRAIN INLET PROTECTION - FILTER BAG INSERT"
- DESIGNED FOR NEEHAH R-3250-A OR R-3250-1 (MNDOT 801) FRAME CASTING





#### LANDSCAPE REQUIREMENTS:

1. ONE TREE/50' OF PROPOSED PUBLIC STREET FRONTAGE  
SINGLE FAMILY PROPOSED STREET FRONTAGE: 19,184'=384 TREES  
MULTI FAMILY PROPOSED STREET FRONTAGE: 1,413'= 28 TREES  
COMMERCIAL PROPOSED STREET FRONTAGE: 4,576'=92 TREES
2. FIVE TREES PLANTED FOR EVERY ONE ACRE OF LAND THAT IS DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY\*.  
SINGLE FAMILY DEVELOPMENT AREA\*\*: 90 ACRES X 5 = 450 TREES  
MULTI FAMILY DEVELOPMENT AREA: 27 ACRES X 5 = 135 TREES  
COMMERCIAL DEVELOPMENT AREA: 25 ACRES X 5 = 125 TREES

\* 5TH STREET ROW TAKEN OUT OF DEVELOPED AREA CALCULATIONS

\*\* 100' BUFFER ALONG EAST SIDE TAKEN OUT OF DEVELOPED AREA CALCULATIONS

#### TOTAL TREES REQUIRED FOR LANDSCAPE ORDINANCE:

SINGLE FAMILY: 834

MULTI FAMILY: 163

COMMERCIAL: 217 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS)

TOTAL: 1,214 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS IN COMMERCIAL)

#### PROPOSED TREES:

SINGLE FAMILY AREA (HANS HAGEN HOMES): 985

MULTI-FAMILY: TBD

COMMERCIAL: TBD

#### TREE PRESERVATION DATA:

CALIPER INCHES REMOVED OVER THRESHOLD: 168

NUMBER OF TREES REQUIRED FOR REPLACEMENT: 67 (2.5" TREES)

LANDSCAPE REQUIREMENTS COUNT TOWARD TREE MITIGATION REQUIREMENTS IN MIXED USE DEVELOPMENTS SO NO FURTHER TREE PLANTING IS REQUIRED ABOVE THE LANDSCAPE ORDINANCE REQUIREMENTS.

SEE TREE PRESERVATION PLAN AND TREE INVENTORY DOCUMENT FOR MORE DETAILS

SHEET SHEETS L2-4 FOR TREE LOCATIONS

SEE SHEET L2 FOR TREE SCHEDULE

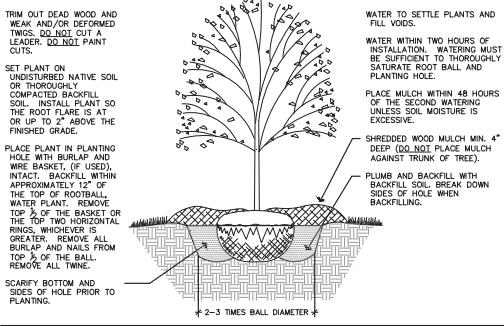




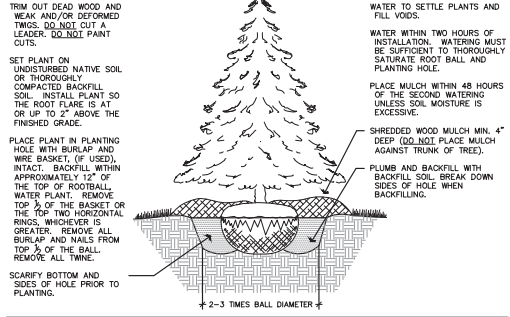
TREE TOTALS FOR ENTIRE SITE				
PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2.5" B&B	52	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	31	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	75	
	RIVER BIRCH/Betula nigra 'Heritage'	6" B&B	78	Multi-Stem
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	55	
	HONEYLOCUST/Gleditsia triacanthos var. enermis	2.5" B&B	71	
	NORTHERN RED OAK/Quercus rubra	2.5" B&B	97	
	SENTRY LINDEN/Tilia americana 'Sentry'	2.5" B&B	58	
EVERGREEN TREES				
	WHITE PINE/Pinus strobus	6" B&B	109	
	BLACK HILLS SPRUCE/Picea glauca densata	6" B&B	154	
	SCOTCH PINE/Pinus sylvestris	6" B&B	53	
ORNAMENTAL TREES				
	AUTUMN BRILLIANCE SERVICEBERRY/Amelanchier x grandiflora 'Autumn Brilliance'	1.5" B&B	88	Multi-Stem
	SUGAR TYME CRAB/Malus 'Sugar Tyme'	1.5" B&B	15	
	PRAIRIFIRE CRAB/Malus 'Prairifire'	1.5" B&B	18	
	JAPANESE TREE LILAC/Syringa reticulata	6" B&B	31	Multi-Stem

LANDSCAPE NOTES:  
FRONT YARD TREES WILL BE PLANTED AFTER HOME IS CONSTRUCTED ON EACH LOT.  
LOTS WILL BE SODDED AFTER CONSTRUCTION.  
OUTLOTS WILL BE SEEDED. SEE GRADING PLAN FOR SEEDING DETAILS  
SEE SHEET L1 FOR LANDSCAPE REQUIREMENT DATA

DECIDUOUS TREE PLANTING DETAIL

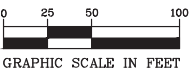


CONIFEROUS TREE PLANTING DETAIL

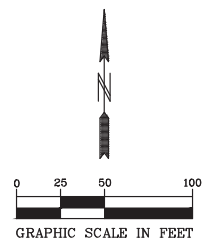
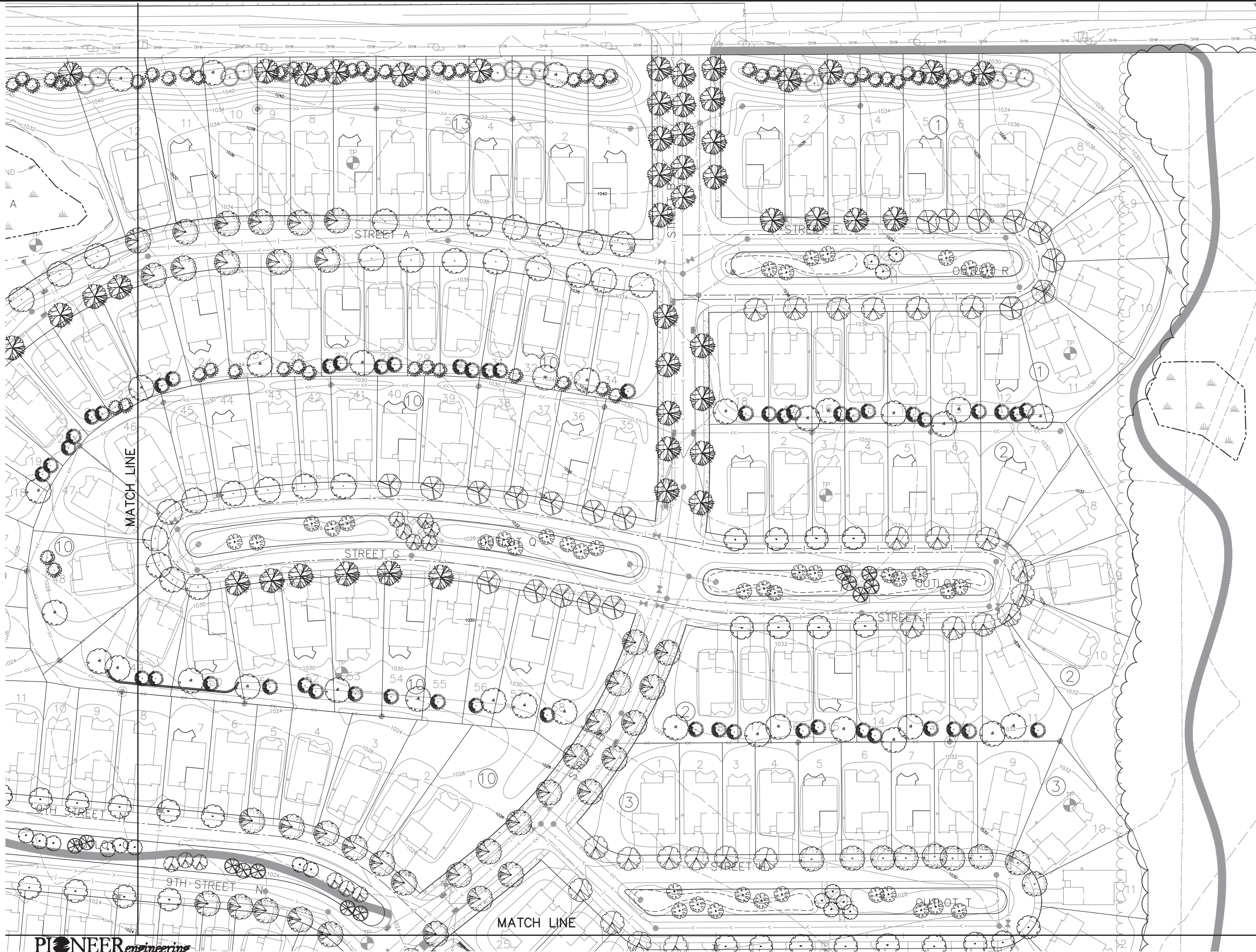


LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE CROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.







**PIONEER**engineering  
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
2422 Enterprise Drive  
Mendota Heights, MN 55120  
(651) 681-1914  
Fax: 681-9488  
www.pioneereng.com

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

Name: Jennifer L. Thompson  
Reg. No.: 44763 Date:

Revisions

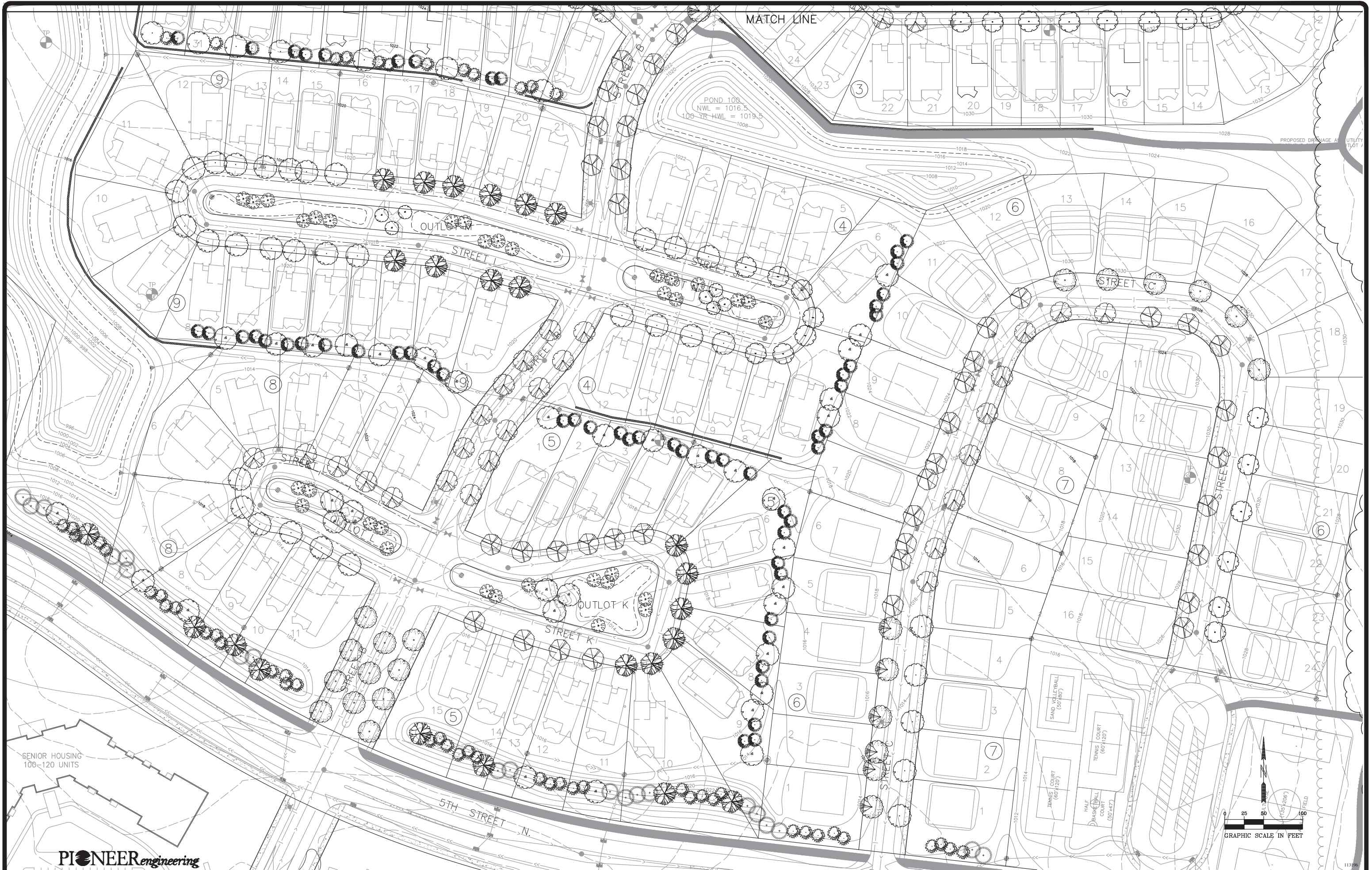
Date: 10-10-14  
Designed: jlt  
Drawn: jlt

LANDSCAPE PLAN

HANS HAGEN HOMES  
941 HILLWIND ROAD NE SUITE 300  
FRIDLEY, MINNESOTA 55432

INWOOD  
LAKE ELMO, MINNESOTA





**PIONEER**engineering  
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
 2422 Enterprise Drive  
 Mendota Heights, MN 55120  
 (651) 681-1914  
 Fax: 681-9488  
 www.pioneereng.com

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

Name: Jennifer L. Thompson  
 Reg. No.: 44763 Date:

Revisions

Date: 10-10-14  
 Designed: jlt  
 Drawn: jlt

LANDSCAPE PLAN

HANS HAGEN HOMES  
 941 HILLWIND ROAD NE SUITE 300  
 FRIDLEY, MINNESOTA 55432

INWOOD  
 LAKE ELMO, MINNESOTA



# Inwood Tree Inventory

October 10, 2014



Tree Inventory by:

**Ken Arndt**

Forest Ecologist/Wetland Specialist  
Midwest Natural Resources, Inc.  
1032 West Seventh St. #150  
St. Paul, MN 55102  
(651)-788-0641

Tree Preservation Plans provided by:



2422 Enterprise Drive  
Mendota Heights, MN 55120  
651-681-1914

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
677	12	American elm	<i>Ulmus americana</i>	Native		12	
678	15	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			15
679	44/24	Cottonwood	<i>Populus deltoides</i>	Native			68
680	38	Cottonwood	<i>Populus deltoides</i>	Native			38
681	22	Cottonwood	<i>Populus deltoides</i>	Native			22
682	28/16	Cottonwood	<i>Populus deltoides</i>	Native			44
683	12	Cottonwood	<i>Populus deltoides</i>	Native			12
684	18	Cottonwood	<i>Populus deltoides</i>	Native			18
685	27	Cottonwood	<i>Populus deltoides</i>	Native			27
686	19	Cottonwood	<i>Populus deltoides</i>	Native			19
687	24	Cottonwood	<i>Populus deltoides</i>	Native			24
688	25	Cottonwood	<i>Populus deltoides</i>	Native			25
689	22	Cottonwood	<i>Populus deltoides</i>	Native			22
690	14/12	Cottonwood	<i>Populus deltoides</i>	Native			26
691	21	Cottonwood	<i>Populus deltoides</i>	Native			21
692	25	Cottonwood	<i>Populus deltoides</i>	Native			25
693	20	Cottonwood	<i>Populus deltoides</i>	Native			20
694	17	Cottonwood	<i>Populus deltoides</i>	Native			17
695	25/23/21	Cottonwood	<i>Populus deltoides</i>	Native			69
696	20/20	Cottonwood	<i>Populus deltoides</i>	Native			40
697	19	Cottonwood	<i>Populus deltoides</i>	Native			19
698	20	Cottonwood	<i>Populus deltoides</i>	Native			20
699	15	Cottonwood	<i>Populus deltoides</i>	Native			15
700	16	Cottonwood	<i>Populus deltoides</i>	Native			16
701	14	Cottonwood	<i>Populus deltoides</i>	Native			14
702	21	Cottonwood	<i>Populus deltoides</i>	Native			21
703	12	Cottonwood	<i>Populus deltoides</i>	Native			12
704	12	Cottonwood	<i>Populus deltoides</i>	Native			12
705	13/8	Box Elder	<i>Acer negundo</i>	Native			21
706	15	Box Elder	<i>Acer negundo</i>	Native			15
707	25	Cottonwood	<i>Populus deltoides</i>	Native			25
708	20/18/18	Cottonwood	<i>Populus deltoides</i>	Native			56
709	17	Cottonwood	<i>Populus deltoides</i>	Native			17
710	21	Cottonwood	<i>Populus deltoides</i>	Native			21
711	21	Cottonwood	<i>Populus deltoides</i>	Native			21
712	18	Cottonwood	<i>Populus deltoides</i>	Native			18
713	22/22	Cottonwood	<i>Populus deltoides</i>	Native			44
714	17	Cottonwood	<i>Populus deltoides</i>	Native			17
715	23	Cottonwood	<i>Populus deltoides</i>	Native			23
716	19	Cottonwood	<i>Populus deltoides</i>	Native			19
717	22	Cottonwood	<i>Populus deltoides</i>	Native			22
718	18	Cottonwood	<i>Populus deltoides</i>	Native			18
719	17	Cottonwood	<i>Populus deltoides</i>	Native			17
720	12	Cottonwood	<i>Populus deltoides</i>	Native			12
721	12	Cottonwood	<i>Populus deltoides</i>	Native			12
722	18	Cottonwood	<i>Populus deltoides</i>	Native			18
723	19	Cottonwood	<i>Populus deltoides</i>	Native			19
724	16	Cottonwood	<i>Populus deltoides</i>	Native			16
725	19	Cottonwood	<i>Populus deltoides</i>	Native			19
726	16	Cottonwood	<i>Populus deltoides</i>	Native			16
727	20	Cottonwood	<i>Populus deltoides</i>	Native			20
728	21	Cottonwood	<i>Populus deltoides</i>	Native			21

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
729	15	Cottonwood	<i>Populus deltoides</i>	Native			15
730	16	Cottonwood	<i>Populus deltoides</i>	Native			16
731	16	Cottonwood	<i>Populus deltoides</i>	Native			16
732	15	Cottonwood	<i>Populus deltoides</i>	Native			15
733	19	Cottonwood	<i>Populus deltoides</i>	Native			19
734	21	Cottonwood	<i>Populus deltoides</i>	Native			21
735	25	Cottonwood	<i>Populus deltoides</i>	Native			25
736	21	Cottonwood	<i>Populus deltoides</i>	Native			21
737	27	Cottonwood	<i>Populus deltoides</i>	Native			27
738	13	Box Elder	<i>Acer negundo</i>	Native			13
739	24	American elm	<i>Ulmus americana</i>	Native			24
740	38	Cottonwood	<i>Populus deltoides</i>	Native			38
741	20/13/13	Silver Maple	<i>Acer saccharinum</i>	Native			46
742	19/17/17/17	Silver Maple	<i>Acer saccharinum</i>	Native		70	
743	16	Box Elder	<i>Acer negundo</i>	Native			16
744	27/27	Silver Maple	<i>Acer saccharinum</i>	Native			54
745	17	American elm	<i>Ulmus americana</i>	Native			17
746	36	Cottonwood	<i>Populus deltoides</i>	Native			36
747	48	Cottonwood	<i>Populus deltoides</i>	Native			48
748	20/15	Cottonwood	<i>Populus deltoides</i>	Native			35
749	16	Cottonwood	<i>Populus deltoides</i>	Native			16
750	12	Willow	<i>Salix</i> spp.	Native			12
751	15	American elm	<i>Ulmus americana</i>	Native			15
752	17	Silver Maple	<i>Acer saccharinum</i>	Native			17
753	40	Cottonwood	<i>Populus deltoides</i>	Native		40	
754	32/32	Cottonwood	<i>Populus deltoides</i>	Native		64	
755	25	Cottonwood	<i>Populus deltoides</i>	Native		25	
756	32/30/30/15	Cottonwood	<i>Populus deltoides</i>	Native		107	
757	50/30/21	Cottonwood	<i>Populus deltoides</i>	Native		101	
758	38/24	Cottonwood	<i>Populus deltoides</i>	Native		62	
759	42	Cottonwood	<i>Populus deltoides</i>	Native		42	
760	40	Cottonwood	<i>Populus deltoides</i>	Native		40	
761	16	Box Elder	<i>Acer negundo</i>	Native			16
762	25/24	Cottonwood	<i>Populus deltoides</i>	Native			49
763	18	Cottonwood	<i>Populus deltoides</i>	Native			18
764	15	Cottonwood	<i>Populus deltoides</i>	Native			15
765	12	American elm	<i>Ulmus americana</i>	Native			12
766	30	Cottonwood	<i>Populus deltoides</i>	Native		30	
767	12	Box Elder	<i>Acer negundo</i>	Native		12	
768	12	Box Elder	<i>Acer negundo</i>	Native		12	
769	12	Box Elder	<i>Acer negundo</i>	Native		12	
770	18/17/14/12	Willow	<i>Salix</i> spp.	Native			61
771	18	Cottonwood	<i>Populus deltoides</i>	Native			18
772	15	Cottonwood	<i>Populus deltoides</i>	Native			15
773	26	Cottonwood	<i>Populus deltoides</i>	Native			26
774	31	Cottonwood	<i>Populus deltoides</i>	Native			31
775	32	Cottonwood	<i>Populus deltoides</i>	Native			32
776	21	American elm	<i>Ulmus americana</i>	Native			21
777	21	Box Elder	<i>Acer negundo</i>	Native			21
778	42	Cottonwood	<i>Populus deltoides</i>	Native			42



Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
779	38	Cottonwood	<i>Populus deltoides</i>	Native			38
780	37	Cottonwood	<i>Populus deltoides</i>	Native		37	
781	24	Cottonwood	<i>Populus deltoides</i>	Native		24	
782	33	Cottonwood	<i>Populus deltoides</i>	Native			33
783	17	Cottonwood	<i>Populus deltoides</i>	Native			17
784	17	Cottonwood	<i>Populus deltoides</i>	Native			17
785	14	Cottonwood	<i>Populus deltoides</i>	Native			14
786	13	Cottonwood	<i>Populus deltoides</i>	Native			13
787	12	Cottonwood	<i>Populus deltoides</i>	Native			12
788	12	Cottonwood	<i>Populus deltoides</i>	Native			12
789	14	Cottonwood	<i>Populus deltoides</i>	Native			14
790	18	Cottonwood	<i>Populus deltoides</i>	Native			18
791	15	Cottonwood	<i>Populus deltoides</i>	Native			15
792	12	American elm	<i>Ulmus americana</i>	Native			12
793	15	Cottonwood	<i>Populus deltoides</i>	Native			15
794	20	Cottonwood	<i>Populus deltoides</i>	Native			20
795	22	Cottonwood	<i>Populus deltoides</i>	Native			22
796	19	Cottonwood	<i>Populus deltoides</i>	Native			19
797	16	Cottonwood	<i>Populus deltoides</i>	Native			16
798	18	Cottonwood	<i>Populus deltoides</i>	Native			18
799	12	Cottonwood	<i>Populus deltoides</i>	Native			12
800	14	Willow	<i>Salix</i> spp.	Native			14
801	17	Cottonwood	<i>Populus deltoides</i>	Native			17
802	16	Cottonwood	<i>Populus deltoides</i>	Native			16
803	17	Cottonwood	<i>Populus deltoides</i>	Native			17
804	18	Cottonwood	<i>Populus deltoides</i>	Native			18
805	17	Cottonwood	<i>Populus deltoides</i>	Native			17
806	12	American elm	<i>Ulmus americana</i>	Native			12
807	12	American elm	<i>Ulmus americana</i>	Native			12
808	12	American elm	<i>Ulmus americana</i>	Native			12
809	20	Cottonwood	<i>Populus deltoides</i>	Native			20
810	21	Cottonwood	<i>Populus deltoides</i>	Native			21
811	24/20/18	Willow	<i>Salix</i> spp.	Native			62
812	23	Willow	<i>Salix</i> spp.	Native			23
813	13/10	Bur Oak	<i>Quercus macrocarpa</i>	Native			23
814	14	Bur Oak	<i>Quercus macrocarpa</i>	Native			14
815	27	Bur Oak	<i>Quercus macrocarpa</i>	Native			27
816	25	Bur Oak	<i>Quercus macrocarpa</i>	Native			25
817	16	Black Cherry	<i>Prunus serotina</i>	Native			16
818	16/13	Box Elder	<i>Acer negundo</i>	Native			29
819	28	Cottonwood	<i>Populus deltoides</i>	Native		28	
820	14	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		14	
821	15	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		15	
822	13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		13	
823	15	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		15	
824	15	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		15	
825	16	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		16	
826	16	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		16	
827	14	American Elm	<i>Ulmus americana</i>	Non-Native		14	

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
828	13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		13	
829	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
830	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
831	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
832	17	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		17	
833	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
834	18/17/13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		48	
835	20/16/16	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		52	
836	13	Box Elder	<i>Acer negundo</i>	Native		13	
837	15	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		15	
838	12	Box Elder	<i>Acer negundo</i>	Native		12	
839	12	Box Elder	<i>Acer negundo</i>	Native		12	
840	12	Box Elder	<i>Acer negundo</i>	Native		12	
841	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
842	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
843	14	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		14	
844	13	Box Elder	<i>Acer negundo</i>	Native		13	
845	12	Box Elder	<i>Acer negundo</i>	Native		12	
846	12	Box Elder	<i>Acer negundo</i>	Native		12	
847	19/19/16/13	Silver Maple	<i>Acer saccharinum</i>	Native		67	
848	17	Box Elder	<i>Acer negundo</i>	Native		17	
849	12	Silver Maple	<i>Acer saccharinum</i>	Native		12	
850	20/19/15	Box Elder	<i>Acer negundo</i>	Native		54	
851	19	Box Elder	<i>Acer negundo</i>	Native		19	
852	16	Box Elder	<i>Acer negundo</i>	Native		16	
853	12	Box Elder	<i>Acer negundo</i>	Native		12	
854	12	Box Elder	<i>Acer negundo</i>	Native		12	
855	13	Box Elder	<i>Acer negundo</i>	Native		13	
856	20/17/17/17/16/1	Silver Maple	<i>Acer saccharinum</i>	Native		99	
857	12	Box Elder	<i>Acer negundo</i>	Native		12	
858	12	Silver Maple	<i>Acer saccharinum</i>	Native		12	
859	19	Green Ash	<i>Fraxinus pennsylvanica</i>	Native		19	
860	18	Green Ash	<i>Fraxinus pennsylvanica</i>	Native		18	
861	14	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		14	
862	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
863	13/12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		25	
864	13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		13	
865	18	Siberian Elm	<i>Ulmus pumila</i>	Non-Native	50% dead	excl	
866	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native		12	
867	13	Green Ash	<i>Fraxinus pennsylvanica</i>	Native		13	
868	20	Green Ash	<i>Fraxinus pennsylvanica</i>	Native		20	
869	17	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		17	
870	15	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		15	
871	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native		12	
872	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
873	14	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		14	
874	15	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		15	
875	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
876	14/13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		27	

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
877	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
878	15	Box Elder	<i>Acer negundo</i>	Native		15	
879	24/18	Silver Maple	<i>Acer saccharinum</i>	Native		42	
880	12	Silver Maple	<i>Acer saccharinum</i>	Native		12	
881	16	Silver Maple	<i>Acer saccharinum</i>	Native		16	
882	15	American Elm	<i>Ulmus americana</i>	Native		15	
883	12	Silver Maple	<i>Acer saccharinum</i>	Native		12	
884	18/15	Silver Maple	<i>Acer saccharinum</i>	Native		33	
885	20	American Elm	<i>Ulmus americana</i>	Native		20	
886	17	Silver Maple	<i>Acer saccharinum</i>	Native		17	
887	12	Box Elder	<i>Acer negundo</i>	Native		12	
888	15	Silver Maple	<i>Acer saccharinum</i>	Native		15	
889	17	Silver Maple	<i>Acer saccharinum</i>	Native		17	
890	13	Silver Maple	<i>Acer saccharinum</i>	Native		13	
891	18	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		18	
892	16	Silver Maple	<i>Acer saccharinum</i>	Native		16	
893	18	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		18	
894	16	Silver Maple	<i>Acer saccharinum</i>	Native		16	
895	13/12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		25	
896	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native	50% dead	excl	
897	16	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		16	
898	13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		13	
899	16	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		16	
900	26	American Elm	<i>Ulmus americana</i>	Native		26	
901	16/12	Silver Maple	<i>Acer saccharinum</i>	Native		28	
902	16	Silver Maple	<i>Acer saccharinum</i>	Native		16	
903	16	Silver Maple	<i>Acer saccharinum</i>	Native		16	
904	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
905	16	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		16	
906	12	Box Elder	<i>Acer negundo</i>	Native		12	
907	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
908	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
909	24	Silver Maple	<i>Acer saccharinum</i>	Native		24	
910	12	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		12	
911	13	Siberian Elm	<i>Ulmus pumila</i>	Non-Native		13	
912	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
913	14	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			14
914	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
915	13/12/12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native	major damage at base		OS
916	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
917	12	Black Cherry	<i>Prunus serotina</i>	Native			12
918	13/13	Black Cherry	<i>Prunus serotina</i>	Native			26
919	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
920	12	White Mulberry	<i>Morus alba</i>	Non-Native			12
921	16/16	Silver Maple	<i>Acer saccharinum</i>	Native			32
922	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
923	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			OS
924	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
925	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12



Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
926	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
927	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
928	12	American Elm	<i>Ulmus americana</i>	Native			12
929	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			OS
930	12	American Elm	<i>Ulmus americana</i>	Native			12
931	16/15/14/13	Silver Maple	<i>Acer saccharinum</i>	Native			53
932	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
933	13	Green Ash	<i>Fraxinus pennsylvanica</i>	Native	major internal decay		excl
934	7	Bur Oak	<i>Quercus macrocarpa</i>	Native			7
935	12	Green Ash	<i>Fraxinus pennsylvanica</i>	Native			12
936	13	American Elm	<i>Ulmus americana</i>	Native			13
937	12	Black Cherry	<i>Prunus serotina</i>	Native			OS
938	13	Black Cherry	<i>Prunus serotina</i>	Native			OS
939	15	American Elm	<i>Ulmus americana</i>	Native			OS
940	19/12	American Elm	<i>Ulmus americana</i>	Native			31
941	24	Cottonwood	<i>Populus deltoides</i>	Native			24
942	22	Cottonwood	<i>Populus deltoides</i>	Native			22
Total Inches:						2356	3261

OS=off site (off site trees are excluded from all tree calculations)

excl=dead, dying, or severely damaged or hazard trees are excluded from calculations

Total significant inches on site:	5617
Total inches to be removed:	2356
Total Inches to be saved:	3261
Total Inches allowed to be removed (30% of total inches):	1685
Total Inches removed over threshold:	671

All trees proposed to be removed fall in the common tree category

Mitigation required:

1/4 inch for every inch removed over threshold: 671/4=168 inches to be mitigated on site

**168 inches = 67 2.5" trees or 56 3" trees**

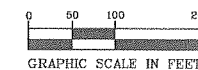
Evergreens along the eastern edge of the property are not included in this inventory or these calculations. None of the spruce in this area meet the 8" requirement for significant trees and the majority of the pine do not meet the 8" requirement for significant trees. The majority of this area will not be impacted by development. These trees were planted within the last 15 years likely for commercial purposes as evidenced by the rows, spacing, and tree spade holes.



- × 692 SIGNIFICANT TREE
- ⊗ 692 SIGNIFICANT TREE—OFF SITE



DENOTES TREE REMOVAL AREAS



**PIONEER**engineering  
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive  
Mendota Heights, MN 55120  
(651) 681-1914  
Fax: (651) 948-8888  
www.pioneereng.com

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

Name: Jennifer L. Thompson  
Reg. No.: 44763  
Date:

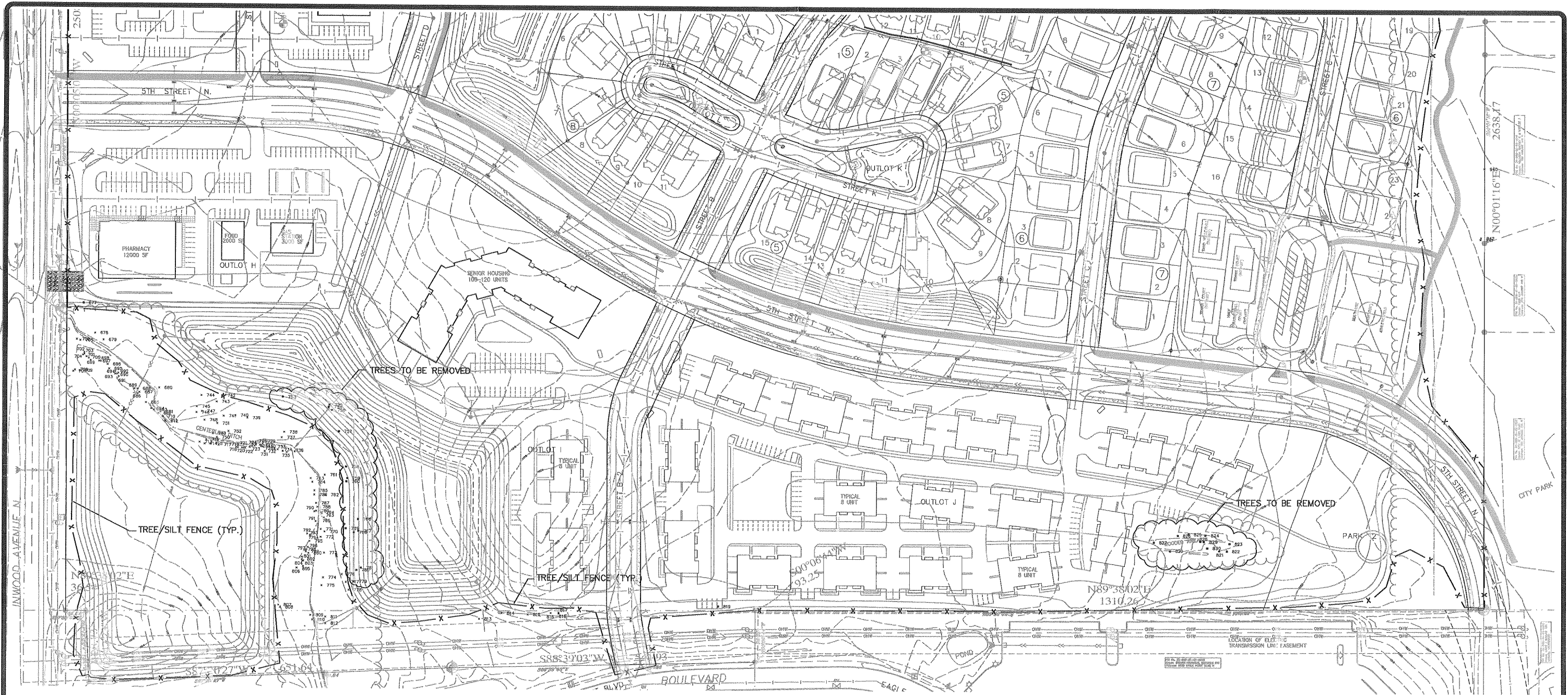
Revisions

Date: 10-10-14  
Designed: jt  
Drawn: jt

### TREE PRESERVATION PLAN

**HANS HAGEN HOMES**  
941 HILLWIND ROAD NE SUITE 300  
FRIDLEY, MINNESOTA 55432

**INWOOD**  
LAKE ELMO, MINNESOTA



**TREE PRESERVATION NOTES**

BEFORE LAND CLEARING BEGINS, CONTRACTOR SHOULD MEET WITH THE CONSULTANT ON SITE TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS, AND TREE PROTECTION MEASURES.

NO FILL SHOULD BE PLACED AGAINST THE TRUNK, ON THE ROOT CROWN, OR WITHIN THE DRIP LINE AREA OF ANY TREES THAT ARE TO BE SAVED.

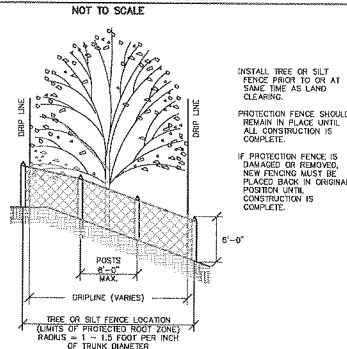
NO GRADING, TRENCHING OR PLACEMENT OF EQUIPMENT IS ALLOWED IN THE TREE PROTECTION AREA.

WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.

PRUNING OF OAK TREES MUST NOT TAKE PLACE FROM APRIL 15 TO JULY 15 TO PREVENT THE SPREAD OF OAK WILT DISEASE.

IF WOUNDING OF OAK TREES OCCUR ANYTIME BETWEEN APRIL TO AUGUST, A NON-TOXIC WOUND DRESSING MUST BE APPLIED IMMEDIATELY, (EXCAVATORS MUST HAVE A NON-TOXIC TREE WOUND DRESSING WITH THEM ON DEVELOPMENT SITES).

**TREE PROTECTION DETAIL**



Total significant inches on site:	5617
Total inches to be removed:	2356
Total inches to be saved:	3261
Total inches allowed to be removed (30% of total inches):	1685
Total inches removed over threshold:	671

All trees proposed to be removed fall in the common tree category

Mitigation required:

1/4 inch for every inch removed over threshold: 671/4=168 inches to be mitigated on site

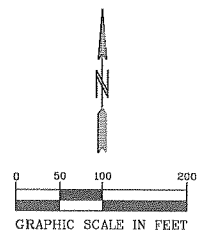
168 inches = 67 2.5" trees or 56 3" trees

**TREE PRESERVATION NOTES:**

SEE DOCUMENT TITLED "INWOOD TREE INVENTORY" FOR A DETAILED TREE INVENTORY

SEE LANDSCAPE PLANS FOR PROPOSED TREE LOCATIONS

- x 692 SIGNIFICANT TREE
- o 692 SIGNIFICANT TREE-OFF SITE
- ☁ DENOTES TREE REMOVAL AREAS



**PIONEER**Engineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
2422 Enterprise Drive  
Mendota Heights, MN 55120  
(651) 681-1914  
Fax: (651) 9488  
www.pioneereng.com

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

Name Jennifer L. Thompson  
Reg. No. 41763 Date

Revisions

Date 10-10-14  
Designed JT  
Drawn JT

**TREE PRESERVATION PLAN**

**HANS HAGEN HOMES**  
941 HILLWIND ROAD NE SUITE 300  
FRIDLEY, MINNESOTA 55432

**INWOOD**  
LAKE ELMO, MINNESOTA





October 6, 2014

John Rask  
Vice President Land Development  
Hans Hagen Homes  
941 NE Hillwind Road  
Fridley, MN 55432

RE: Tree Inventory/Assessment-East Side of Property  
Inwood Ave and 10<sup>th</sup> St Site, Lake Elmo, Minnesota

Mr. Rask,

As part of the tree inventory completed at Inwood Ave. and 10<sup>th</sup> St. in Lake Elmo part of the property did not have trees tagged or located. Within the eastern side of the site is an area where Colorado blue spruce (*Picea pungens*) and red pine (*Pinus resinosa*) were planted between the existing agricultural field on-site and the development located east of the property. During the assessment of this part of the property it was noted that these evergreen trees were planted sometime within the last 15 years. A number of tree spade holes were observed throughout the area during the assessment of this area. It is likely this area was used for commercial purposes at one time as an evergreen tree farm for tree-spading larger trees for sale.

The evergreen trees in this area were not tagged and located since these trees for the most part are not of significant size and were likely planted as a tree farm which does not require to be inventoried or located. As part of the proposed development this area may have a minimal amount of tree removal for grading along the edge for the development as well as for a proposed trail. Review of recent aerial photography shows that the trees in this area were planted sometime in the early 2000's. The red pine trees are visible from the 2003 air photo and the spruce trees become apparent in 2006.

The estimated number of red pines and blue spruce growing in this area was determined by counting individual canopies from the 2010 air photo. The estimated number of red pine trees in this area is approximately 300-400 trees that range in size from 5" to 8" in DBH with heights ranging from 14-18'. The estimated number of Colorado blue spruce trees in this area is approximately 500-700 trees that range in size from 4" to 7" in DBH with heights ranging from 12-18'.

If you have any questions regarding this tree inventory/assessment feel to contact me.

Respectfully submitted,  
Midwest Natural Resources, Inc.

Ken Arndt  
Forest Ecologist/Certified Arborist MN-4033A

**DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS FOR  
THE INWOOD HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION made this \_\_\_\_ day of \_\_\_\_\_, 2014, by Hans Hagen Homes, Inc., a Minnesota corporation, hereinafter called "Declarant";

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of the that certain real estate legally described on Exhibit A hereto attached, all which above-described land together constitutes and is hereinafter referred to as the "Property"; and

WHEREAS, the Property is the subject of a proposed residential development, and Declarant intends to improve the Property or portions thereof and any additions thereto from time to time; and

WHEREAS, Declarant desires to subject the Property to this Declaration at this time; and

WHEREAS, the real estate subjected hereby or which subsequently may be subjected to this Declaration and the improvements, including any Common Area, constructed thereon, will require uniform and continuing care and maintenance for the benefit and enjoyment of persons residing in the Property; and

WHEREAS, The InWood Homeowners Association, Inc., a Minnesota nonprofit corporation (hereinafter referred to as "Association"), has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, to hold title to, maintain and administer the Common Area, to maintain the Landscape Easement Areas, Public Median Areas, and Mailbox Easement Areas, to preserve and enhance the Property, to administer and enforce the covenants and restrictions, to provide certain service to certain Owners; and to collect and disburse the assessments, Ala-carte Fees and charges hereinafter created; and

WHEREAS, the Property, as constituted by this Declaration is exempt from the provisions of the Minnesota Common Interest Community Act (the "Act") pursuant to Minnesota Statutes Section 515B.1-102(e)(2) by reason of having no building containing a dwelling or any agricultural building to be maintained by the Association.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as hereafter may be made pursuant to Article XI, Section 5 hereof, is and shall be held, transferred,

conveyed, sold, leased, occupied, and developed, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property, and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, and the heirs, successors and assigns of each Owner. This Declaration contemplates a general plan for the individual ownership of residential real property estates which include "single family" lots. The purpose of this Declaration is to provide for the maintenance and administration (and in the case of the Common Area, the ownership) of certain defined areas and facilities which benefit the development within and adjacent to the Property. Every conveyance of any part of the Property, or any interest therein, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

## **ARTICLE I.**

### **DEFINITIONS**

**Section 1.** The following words when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

A. "Ala-carte Fees" shall mean fees assessed by the Association against Lots whose Owners request and are provided with Ala-carte Lawn Services pursuant to Article VI, Section 6 hereof.

B. "Association" shall mean The InWood Homeowners Association, Inc., a Minnesota nonprofit corporation.

C. "By-Laws" shall mean the corporate By-Laws adopted, from time to time, by the Board of Directors of the Association.

D. "Common Area" shall mean that certain portion of the Property, if any, legally described on Exhibit C hereto attached, including all improvements thereon, including common property, and such additions thereto (by way of easement or other grant from Declarant or others) as have been or may be granted to the Association for the common use and enjoyment of the Owners; provided, however, that no Lot shall be included in the Common Area.

E. "Common Area Irrigation" shall mean and refer to the irrigation system on each and all of those certain portions, if any, of the Property depicted on Exhibit C hereto attached.

F. "Declarant" shall mean Hans Hagen Homes, Inc., a Minnesota corporation, and its successors and assigns subject to satisfaction of the requirements of Article XI, Section 6 hereof.

G. "Eligible Mortgage Holder" shall mean a holder of a first Mortgage who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said writing has requested the Association to notify it of



any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

H. "FHA" shall mean Federal Housing Administration, Department of Housing and Urban Development.

I. "FHLMC" shall mean Federal Home Loan Mortgage Corporation.

J. "FNMA" shall mean Federal National Mortgage Association.

K. "Landscape Easement Area" shall mean and refer to each and all of those certain portions, if any, of the Property legally described on Exhibit D hereto attached, or any such additions thereto (by way of grant from Declarant or other).

L. "Lot" shall mean and refer to a separate platted lot located within the boundary of the Property intended for or containing a dwelling.

M. "Lot Irrigation" shall mean and refer to the irrigation system on the Owner's Lot.

N. "Mailbox Easement Area" shall mean those portions of each Lot lying within five (5) feet of a public right-of-way.

O. "Member" shall mean any person or entity holding membership in the Association as provided in Article III hereof.

P. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Q. "Mortgagee" shall mean any person or entity named as the Mortgagee under any such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.

R. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

S. "'Property" shall mean and refer to that certain real property described and defined in Article II and Exhibit A attached hereto, and such additions thereto as hereafter may be expressly brought within the jurisdiction of the Association pursuant to Article XI, Section 5 hereof.

T. "Proposed Development Area" shall mean that certain real estate legally described on Exhibit E hereto attached.

U. "Public Median Area" shall mean any portion of the public right-of-way which borders the street, curb and gutter improvements adjoining any Lot or Common Area. Public Median Area shall include all center landscape islands.

V. "VA" shall mean Veterans Administration.

## **ARTICLE II.**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Lake Elmo, County of Washington, State of Minnesota, and is more particularly described in **Exhibit A** hereto attached, together with such additional real property as may, in the future, be annexed and made subject to this Declaration pursuant to the terms hereof.

## **ARTICLE III.**

### **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

**Section 1.** Membership. Every Owner of a Lot shall be subject to assessment, and except as herein provided to the contrary, shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a Member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot.

**Section 2.** Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure or mortgage of record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and thereupon the old membership outstanding in the name of the transferor shall be null and void.

**Section 3.** Voting. The Association shall have two classes of voting membership.

A. Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any

one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded. In the absence of such arrangements, no vote shall be allowed to a Lot with multiple Owners.

**B.** Class B. The Class B Member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) The twelfth anniversary of the recording of this Declaration.

**Section 4.** Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

#### **ARTICLE IV.** **PROPERTY RIGHTS**

**Section 1.** Easements, Covenants; Amendments. All easements described in this Declaration are permanent easements appurtenant, running with the land, except to the extent explicitly stated in this Declaration to be for the benefit of a particular person or entity. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee, from time to time, of any Lots and on the owner and mortgagee, if any, from time to time, of the Common Area, and their respective heirs, successors, personal representatives or assigns.

**Section 2.** Drainage and Utility Association Maintenance:

**A.** Easements For Drainage and Utility. The Property shall be subject to nonexclusive public easements for drainage and utilities as so indicated and described on the recorded plat of the Property.

**B.** Association Maintenance. The Property shall be subject to nonexclusive easements in favor of the Association for performance of the construction, repair and maintenance responsibilities required pursuant to this Declaration.

**Section 3.** Owner Easements Over Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right and easement



shall include, but not be limited to, utility, water and sewer easements, and use and enjoyment of open spaces and all other parts of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to and together with the following provisions:

A. The right of the Association to pass reasonable rules with respect to the Common Area, for the health, comfort, safety and welfare of persons using same;

B. The right of the Association to suspend the voting rights and right of the use of recreational facilities (if any) situated upon the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration;

D. The rights of the Association and Declarant reserved under Article IV, Section 4 and 5 hereinbelow; and

E. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area to residents of his Lot, including the members of his family, his tenants, or contract purchasers, and the invitees thereof (except that the Board of Directors may restrict or regulate use of recreational facilities by non-residents).

**Section 4.** Maintenance Easement Over Adjoining Lots. Owners of adjoining Lots shall have reciprocal easements for reasonable access over adjoining Lots for the maintenance and upkeep of walls, fences, buildings, landscape material, grass and other improvements; provided, however, that any damage to an adjoining Lot resulting from such access shall be promptly and fully repaired.

**Section 5.** Association's Rights.

A. The Association shall have the right to manage, build, reconstruct, repair, maintain and improve (including by way of example, but not limited to, landscaping, to place, maintain, and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control of weeds, dandelions and crabgrass; to install and maintain an irrigation system; to install recreational facilities and other structures and improvements, and to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance) the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4.A. next hereinabove, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this

Declaration, and provided further, that the mortgage shall have received any prior written approval required by this Declaration.

C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary or useful for the proper maintenance or operation of the project, subject to any prior written approval required by this Declaration.

D. The Property shall be subject to easements of record on the date hereof and any easements in the Common Areas which may hereinafter be granted by the Association (subject to the approval referred to in the preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical, telephone, cable television and data conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lot or the Common Area.

E. Anything apparently to the contrary notwithstanding, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received any prior written approval specified in this Declaration.

**Section 6.** Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last Lot is conveyed by Declarant to an Owner other than Declarant, Declarant shall have the right and easement over the Common Area for the construction and completion of improvements and making repairs to improvements (whether on the Common Area or upon other areas of the Property) and the right to maintain and use facilities and signs upon the Common Area, Landscape Easement Area, Public Median Area, and Mailbox Easement Area for the purpose of marketing units, and to invite and escort the public thereon for such purpose. Without limiting the generality of the foregoing, Declarant shall have the right (until the last Lot owned by Declarant is so conveyed), to construct, relocate, remove, and alter improvements on the Landscape Easement Area and the Common Area, including paths, driveways, parking areas, utilities, lighting, walls, fences, Common Area Irrigation and landscaping, and to cut, fill and reshape land contours. In the event of any conflict between the rights of the Declarant and the rights of the Association with respect to the Common Area, Landscape Easement Area, Public Median Area, and Mailbox Easement Area, the rights of the Declarant shall take precedence over the rights of the Association.

**Section 7.** Non-dedication to Public Uses. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

**Section 8.** Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event any wall, fence or landscaping encroaches (not to exceed 12 inches) upon any part of the Common Area or upon any Lot, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual

easement appurtenant to such encroaching Parcel or Common Area shall exist for the continuance of any such encroachment for so long as the encroachment shall exist.

**Section 9.**     Landscape Easement Area. The Association shall have an exclusive right and easement in and to the Landscape Easement Area, if any, for the purpose of maintaining and preserving the same to uniform and high standards of landscaping and appearance. Such rights shall include, but not be limited to, the right to place, maintain and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control of weeds, dandelions and crabgrass; to install and maintain an irrigation system; and to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance. No Owner may do any of the following within the Landscape Easement Area without the prior written consent of the Association: change, remove add to or obstruct any landscaping, plantings or improvements maintained by the Association; change land contours; deposit trash, garbage or yard debris; store furniture, vehicles, sporting equipment or other personal property, planters, erect structures, walls, fences, bird baths, sculptures, planters or other objects, either decorative or utilitarian; or interfere with the Association or its agents in the exercise of the Association's rights.

**Section 10.**   Mailbox Easement Area. The Association shall have an exclusive right and easement in and to the Mailbox Easement Areas for the purpose of erecting, maintaining, repairing and replacing uniform mailboxes. The Association shall have the right to determine the design and location of all mailboxes within the Mailbox Easement Areas, and may, in its discretion, cluster mailboxes so that a mailbox may be located on a Lot different from the one it serves. The following shall require the consent of the Association in each instance: changes in design, color or appearance of mailbox; additions to a mailbox; or plantings on or around a mailbox. The Association may specify a standard form of name identification for the mailboxes.

## **ARTICLE V.**

### **ASSESSMENTS**

**Section 1.**     Personal Obligation. Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and hereby agrees to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments and shall include, but not be limited to, hazard and liability insurance for common property, maintenance of lawns and landscaping and other activities of the Association described below in Article VI, and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) other assessments provided for in this Article V. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in monthly installments on the first day of each and every month commencing on the



first day of January of each year. Each charge for attorneys' fees of the Association incurred to collect an assessment shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a statement of lien for such assessments shall have been filed in writing with the County Recorder for Washington County, Minnesota. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot.

**Section 2.**     Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and the residents of the Property, and to construct, manage, improve, maintain, repair and administer the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis. Such fund shall be maintained out of the regular assessments.

**Section 3.**     Annual Assessments. Until January 1, 2016, the maximum annual assessment shall be at a rate fixed by the Board of Directors, but not to exceed a monthly rate of \$110.00 per Lot, not including assessments for common expense insurance premiums under Article IX hereinbelow. Thereafter, the Board of Directors may fix said annual assessments to cover any and all expenses and projected expenses subject to the following limitations:

A.     From and after January 1, 2016, the annual assessment may be increased each year by not more than 10% of the prior year's annual assessment (or the rate of increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for Minneapolis-St. Paul ("CHI") as published by the U.S. Department of Labor, if greater than 5%).

B.     From and after January 1, 2016, the annual assessment may be increased by more than 10% of the prior year's annual assessment (or the rate of increase in the CHI, if greater than 10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting called for this purpose.

C.     The following Declarant's Assessment (hereinafter "Declarant's Assessment") is established as provided hereinbelow:

Notwithstanding anything to the contrary in this Declaration or the By-Laws, any annual or special assessment levied on any Lot or the same assessment assessed against other Lots owned by the Declarant shall be calculated at the rate of twenty-five percent (25%) the assessments provided for in this Article V, excluding the sum of any and all replacement reserves that are part of such assessment.

**Section 4.**     Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that

year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Landscape Easement Areas, Public Median Areas or Mailbox Easement Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5.**     Ala-carte Lawn Services, Assessments. Owners electing to have the Association provide the Ala-carte Lawn Services described in Section 6 of Article VI hereof shall pay, as an assessment, the Ala-carte Fee described in such Section 6.

**Section 6.**     Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services. There shall be contributed, on a one-time basis upon the initial sale of each Lot, an amount equal to one (1) month(s) installment of annual assessments. The contribution shall be paid at the time of closing on the sale of the Lot. **This amount is not in prepayment of or substitution for monthly assessments, but is in addition to the regular installments of annual assessments.** The funds shall be deposited into a segregated Association account no later than the termination of the Class B membership. Funds deposited in said account shall not be used to defray any of Declarant's expenses, reserve contributions or construction costs, nor to make up any budget deficits prior to expiration of the Class B memberships. However, upon the closing of the initial sale of a Lot, Declarant may reimburse itself from funds collected from the purchaser at closing for any prior contributions made by Declarant to the working capital fund with respect to that Unit.

**Section 7.**     Application. All of the charges, assessments, dues and fees charged by the Association pursuant to Sections 3, 4, 5 and 6 of this Article V shall be deemed "assessments" to which the terms and provisions of Sections 1, 2 and 9 through 18 of this Article V shall apply.

**Section 8.**     Owner's Maintenance. Each Owner shall be responsible for the upkeep and maintenance of such Owner's residence, garage, driveway, sidewalks, Lot Irrigation, patio and all other areas, features or parts of the Lot to the extent not otherwise maintained by the Association, and each Owner shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other Lots. Each Owner shall also be responsible for the maintenance, repair and replacement of each Owner's backyard storm sewer, if any, constructed by the Developer. Every Owner must perform promptly all cleaning, maintenance and repair work within that Owner's Lot, which, if omitted, would affect the Common Area or another Lot or Lots, being expressly responsible for the damages and liabilities that failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an Owner to remove offending landscaping, or to use a professional exterminator, and upon failure of the Owner so to do, Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof. An Owner shall do no act nor allow any condition to exist upon their Lot which will adversely affect the other Lots, homeowners or detract from the overall appearance of the Property as a whole. Each Owner shall also be responsible for the maintenance, repair and replacement of the patio fences, walls, or other

screening structures designed for screening, if any, installed on each Lot by the Declarant and the plant material (if any) that the Declarant elects to install adjoining the patio fences, walls or other screening structures, all to the extent the Board in its sole discretion deems necessary and desirable (the "Patio Screening, Fence and Plantings Maintenance"). No Owner shall remove, change, or otherwise alter the patio fences or the plant material (if any) adjoining the fence, walls, or other screening structure without the prior written authorization of the Board of Directors, which the Board of Directors may withhold in its sole discretion. Each Owner of a Lot shall be responsible for the maintenance, repair and replacement of the Lot Irrigation installed by the Declarant. Each Owner must perform promptly all maintenance and repair to the Lot Irrigation, and insure that the Lot Irrigation is run on a regular basis to keep the lawn green, except when there is a governmental imposed ban on lawn sprinkling. Upon failure of the Owner so to do, the Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof.

**Section 9.**     Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 10.**   Rate of Assessment. Annual assessments shall be collected on a monthly basis and special assessments shall be collected as the Board determines. Both annual and special assessments must be fixed at a uniform rate for all Lots except that Lots owned by the Declarant shall be assessed at one-fourth (1/4) the full rate until the first day of the month following the transfer of such Lot to a third party, at which time such Lot shall be assessed the full rate. The Declarant may unilaterally waive and relinquish this reduced rate of assessment prospectively at any time by executing and recording a written waiver to that effect.

**Section 11.**   Surcharges. The Association in accordance with reasonable and uniform standards may add to the assessments for a particular Lot a surcharge for maintenance or utility expenses benefitting that Lot but less than all of the Lot.

**Section 12.**   Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all Lots no later than one month after the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

**Section 13.**   Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each Lot for the following fiscal year and shall send written notice thereof to each Owner. The due date for payment of annual assessments



shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

**Section 14. Proof of Payment.** Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

**Section 15. Nonpayment of Assessments.** Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon, and the Association (or any Owner acting in the name and for the benefit of the Association) may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit. There shall be no right of set-off against the Association based upon a failure to provide services or for money owed by the Association to the Owners.

**Section 16. Recording and Enforcement of Liens.** To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer of the Association, and it or a notice of lien or adverse claim thereof may be recorded in the office of the County Recorder or Registrar of Titles (as applicable) for Washington County, Minnesota. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Minnesota. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs, and reasonable attorneys' fees. All such interests, costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof.

The Association shall upon written request report to any Mortgagee any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due, provided, however, that such Mortgagee first shall have furnished to the Association written notice of such Mortgage.

**Section 17. Subordination of Lien.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or remedies provided in the Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the lien of personal liability for assessments due prior to such sale or transfer of acquisition of premises. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

## **ARTICLE VI.**

### **OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**Section 1. The Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas.** The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area, if any, Landscape Easement Areas, and Public Median Areas and all improvements thereon (including furnishings and equipment related thereto), and the mailboxes within the Mailbox Easement Areas and shall keep the same in good, clean, attractive and sanitary condition, order and repair, SUBJECT ALSO HOWEVER, to the limitations of the easement rights hereinabove created with respect to the Landscape Easement Area, and to the rights of the public and the City of Lake Elmo with respect to Public Median Areas and Mailbox Easement Areas. Such responsibility may include, but not be limited to, the following: (a) construct, maintain, clean, alter and reconstruct improvements as originally constructed by Declarant or as approved by the Association on the Common Area, Landscape Easement Area, and Public Median Areas, (b) place, maintain, trim, cut, fertilize and replace sod, flowers, shrubs, trees or other plantings (c) maintain, clean, replace and alter recreations structures (if any) (d) maintain and replace and pay for electricity used for all common lighting, signs, wells and irrigation systems on the Common Area, if any, Landscape Easement Areas, and Public Median Areas, (e) construct, maintain and reconstruct mailboxes within the Mailbox Easement Area. The Association shall determine, from time to time, the design and nature of all landscaping and vegetation within the Common Area and Landscape Easement Areas and Public Median Areas, and its formality or informality, and may, for example, choose to leave portions of such areas in a "wild", "natural" or unmowed condition.

**Section 2. Services.** The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or any entity owned or controlled by the same persons as Declarant, must provide for termination by either party

without payment of a termination fee on ninety (90) days' or less written notice without cause and by either party upon thirty (30) days' or less written notice for cause, and shall have a maximum contract term of three years, but may be renewable by agreement of the parties for successive terms.

**Section 3.**     Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

**Section 4.**     Hazard and Liability Insurance for Common Property. The Association shall procure fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only), and shall use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. First Mortgagees of Lots, jointly or single, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the common property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all first Mortgagees of Lots establishing entitlement to such reimbursement.

**Section 5.**     Association Lot Maintenance. The Association shall provide the following maintenance for Lots:

A.     Driveways and Sidewalk up to Front Stoop on Lots. The Association, subject to the rights of the Owners of Lots as set forth in this Declaration, shall be responsible for, and be vested with, the removal of snow and ice from driveways and the sidewalk up to (but not including) the front stoop only, to the extent located within the boundaries of any Lot (the "Driveway and Sidewalk Maintenance"). Maintenance, other than snow and ice removal, and replacement of the driveways and sidewalks shall be the responsibility of the Owner and shall not be the responsibility of the Association.

B.     Lawn Maintenance for Lots. The Association, subject to the rights of the Lot Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control certain lawn maintenance on all Lots. Such responsibility shall include: cutting turf, trimming turf, and application of fertilizer and herbicide to the turf on Lots according to rules adopted by the Association (hereinafter "Lot Lawn Maintenance").

**Section 6.**     Optional Ala-carte Lawn Service. The Association may provide one or more of the following services if and when requested by such Owners: spring clean-up; fall clean-up; turf edging; plant and shrub herbicide application; tree and shrub trimming; flower bed weeding; mulch replacement; core aeration; gutter cleaning; startup and winterization of Lot Irrigation, and other similar services associated with the maintenance of the exterior yard area; (collectively "Ala-carte Lawn Service"). If the Association offers Ala-carte Lawn Service, the Association Board of Directors shall, in their sole judgment, determine:

A. The services, if any, that shall be included in or excluded from Ala-carte Lawn Service,

B. The vendor(s) that will be selected by the Association to provide the Ala-carte Lawn Service(s).

C. The method of communication with Owners regarding Ala-carte Lawn Service.

D. The billing procedure used by the Ala-carte vendor(s), whether invoiced through the Association or directly to the Owner shall include the date and amount each Owner shall pay for the Ala-carte Lawn Service.

E. The cost for each Ala-carte Lawn Service and the administrative fee, if any, the Association will charge each Owner (collectively "Ala-carte Fee"). Such fee shall be in addition to all other Association fees and assessments, and shall be assessed against the Lot receiving such services.

The Board of Directors shall segregate Ala-carte Lawn Service revenue, if any, from revenue received from Assessments and Special Assessments and Snow and Turf Dues. All Ala-carte Lawn Service expenses including administrative fees shall be paid exclusively from Ala-carte Lawn Service revenue received by the Association. All Ala-carte Lawn Service revenue shall be used exclusively for Ala-carte Lawn Service expenses. The Association shall use all rights to collect delinquent Ala-carte Lawn Service Fees as if such charges were an assessment under Article V herein.

## **ARTICLE VII.**

### **GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS OF OWNERS**

**Section 1.** Common Area Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents during the construction and sales period until the last Lot (including lots subsequently annexed) is sold, to place "for sale", or any other signs on any part of the Common Area.

**Section 2.** Obstructions. There shall be no obstruction of the Common Area, nor shall anything except construction materials and equipment be kept or stored on any part of the Common Area during the construction period without the prior written consent of the Association or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

**Section 3.** Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in the Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in



the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused to the Association or other Owners by him or his invitees. No noxious, destructive or offensive activity shall be allowed in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

**Section 4.**     Animals. The Common Area is subject to the right of the Board of Directors to prohibit or restrict pets and other animals from the Common Area by rules adopted or amended from time to time.

**Section 5.**     Structures. The Association may maintain on the Common Area a storage shed(s) to be used by the Association for the storage of lawn maintenance equipment and other common property. The Association may license the erection on the Common Area of temporary party tents for weddings, parties, and the like.

**Section 6.**     Prohibited Structures. No structure, fixture or residential vehicle (except one permanent residence and a storm shelter structure approved by the Association) of a permanent or temporary character, including but not limited to perimeter fences (chain link or wood), sheds, mobile-trailers, camper-buses, tents, or shacks shall be constructed or maintained on any Lot or Common Area. No garage or other building, except a permanent residence, shall be used at any time as a residence or sleeping quarters, either temporarily or permanently. The Board of Directors of the Association, in its sole discretion, may grant a waiver to allow a decorative fence around a patio. In granting a waiver, the Board shall consider the impacts on yard maintenance, views from adjacent properties, and the type of material. In no case shall a waiver be granted for: 1) a fence over four (4) feet in height, 2) a chain link or solid wood fence, 3) a fence in the side or front yard, or 4) a fence that extends around the perimeter of the rear yard.

**Section 7.**     Storage. No furniture, vehicles, sporting equipment or other personal property may be stored on any part of the Common Area without the express written approval of the Board of Directors, which may be withheld without stated reason.

**Section 8.**     Parking of Vehicles. No boats, snowmobiles, trailers, camping vehicles, busses, camper tops, "all terrain vehicles", tractor/trailers, trucks in excess of 9,000 pounds gross weight or unlicensed or inoperable vehicles shall at anytime be stored or parked on any Lot outside of a house or garage or on any part of the Common Area. No vehicle may be parked outside of a house or garage or on any part of the Common Area for more than 7 consecutive days.

**Section 9.**     Wells. No wells may be installed on any Lot or Outlot without the express written approval of the Association.

**Section 10.** Rules and Regulations. The Board of Directors from time to time shall adopt such other rules and regulations governing the use and enjoyment of the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas as the Board of Directors in its sole discretion deems appropriate or necessary.

**ARTICLE VIII.**  
**RIGHTS FOR THE PROTECTION OF FIRST MORTGAGES**

**Section 1.** Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

**Section 2.** Notice of Action. All eligible Mortgage Holder and any insurer or guarantor of a first Mortgage on a Lot who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said written has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws, or Articles of Incorporation by an Owner of a Lot subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 6 days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article.

**Section 3.** No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

**Section 4.** Liability for Unpaid Assessments. Any first mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title or possession to such Lot by the mortgage.

**Section 5.** Certain Amendments: FHLMC Clause. In addition to all other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the first mortgagees of the Lots or their assigns (based upon one vote for each first mortgage owned), and at least seventy-five percent (75%) (or such

higher percentage as is required by law or this Declaration) of the Owners (other than any sponsor, developer, or builder, including the Declarant) of the Lots (based upon one vote for each Lot) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

A. Terminate the legal status of the project (except in accordance with procedures set forth in these Declaration and By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);

B. Use hazard insurance proceeds for losses to any common property other than the repair, replacement or reconstruction of such common property;

C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the common property.

D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer).

**Section 6.** Certain Amendments: FNMA Clause. In addition to all other requirements set forth herein, the written joinder of Owners representing at least 75% (or such higher percentage as is required by law or this Declaration) of the total allocated votes, and the written consent of Eligible Mortgage Holders representing at least 51% (or such higher percentage as is required by law or this Declaration) of the votes of Lots that are then subject to mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the constituent documents of the project. A change to any of the following would be considered material:

A. Voting rights;

B. Assessments, assessment liens or subordination of such liens;

C. Reserves for maintenance, repair and replacement of the Common Area, Landscape Easement Area, Public Medians and Mailbox Easement Areas;

D. Insurance or Fidelity Bonds;

E. Reallocation of interests in the Common Area, or rights to their use;

F. Responsibility for maintenance and repair of the several portions of the project;

G. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;

H. Boundaries of any Lot;

- I. Convertibility of Lots into Common Area or of Common Area into Lots;
- J. Leasing of Lots;
- K. Imposition of any right of first refusal or any other restrictions on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;
- L. Any provisions that expressly benefit mortgage holders, insurers or guarantors;
- M. A decision by the Association to establish self-management when professional management had been required previously by an eligible mortgage holder;
- N. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration and By-Laws;
- O. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; (except in accordance with procedures set forth in these Declaration and By-laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Areas which might occur pursuant to any plan of expansion or phased development contained in the original constituent documents).

In each instance of an addition or amendment that is not a material change (such as the correction of a technical error or the clarification of a statement), an Eligible Mortgage Holder who is given a written proposal for such amendment and from whom, no response is received within 30 days after notice of the proposal is given, shall be deemed to have approved such proposal.

**Section 7.** Termination Not In Consequence of Destruction or Condemnation. When Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property, the Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged Lots must consent to any such action in writing before the action can take effect.

**Section 8.** Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of first Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

**Section 9.** Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which have or may become a charge against any common property, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the common property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into any agreement in favor of all first Mortgagees of Lots establishing entitlement to such reimbursement.



**Section 10.** Distribution of Insurance Proceeds and Condemnation Awards. No provision of the Declaration or By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of first Mortgagees of Lots pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of any portion of a Lot or improvements thereon.

**Section 11.** Designation of Representative. Any holder of a first Mortgage on a Lot may designate a representative to attend meetings of Members.

**Section 12.** FHA Approval. So long as there is Class B membership, the following actions will require (i) the prior written approval (or waiver of this requirement) by the FHA, or (ii) the affidavit of Declarant that as of the date of such amendment neither the Project nor any part thereof had been submitted to, or had been given project approval by, the FHA: annexation of additional property, mergers and consolidations of the Association, mortgaging of Common Area, dedication of Common Area, dissolution of the Association and amendment of this Declaration.

**Section 13.** Modification of Certain Mortgage-Related Sections By Declarant. Notwithstanding anything in this Declaration to the contrary, the Declarant may unilaterally amend Sections 5, 6 and 12 so as to conform to the then-current requirements of FNMA, FHLMC, FHA and/or VA.

## **ARTICLE IX.**

### **INSURANCE**

**Section 1.** Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance.

**A.** Workers' compensation insurance (if the Association has eligible employees);

**B.** Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

- (i)** covering events occurring anywhere on the Common Area, the Landscape Easement Areas, and any other areas that are under supervision of the Association, or arising out of or in connection with the use, ownership or maintenance thereof;
- (ii)** covering, without limitation, legal liability of the Association for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, Landscape Easement Area, and any other areas that are under its supervision, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

- (iii) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and
- (iv) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

C. Such other insurance as the Board of Directors may determine.

D. All such policies must provide that they may not be canceled or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

**Section 2.** Additional Coverages. In addition and supplement to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Owners to obtain and maintain in force all Common Areas or Association coverages and endorsements required by either the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation for the acceptance of mortgages on Lots, as such requirements are amended from time to time.

**Section 3.** Proceeds. Proceeds of casualty insurance on the Common Areas and other common property shall be used only for the purpose of rebuilding or functionally replacing damaged improvements.

**Section 4.** Insurance Premiums. Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be common expenses to be paid by assessments levied by the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

**Section 5.** Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds shall be required for the agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However,

in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all Lots plus reserve funds. Fidelity bonds required herein must meet the following requirements:

- A. fidelity bonds shall name the Association as obligee;
- B. the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- C. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;
- D. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association or to any Insurance Trustee and each Servicer on behalf of FNMA.

#### **ARTICLE X.** **EMINENT DOMAIN**

**Section 1.** The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed for his Lot, each Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their mortgagees as their interests may appear.

**Section 2.** Reconstruction. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association promptly shall cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), the proceeds shall be allocated equally among each Lot, payable jointly to the respective Owners and mortgage holders thereof.

#### **ARTICLE XI.** **GENERAL PROVISIONS**

**Section 1.** Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association (and of decisions made by the Association pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association)

violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

**Section 2.** Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties rights and obligation or another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall affect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

**Section 3.** Severability. Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4.** Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

Except as elsewhere herein provided, this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of each class of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Certain amendments also require additional approval as specified in the Article VIII.

Notwithstanding the foregoing, however, Declarant shall have the right to amend this Declaration by recording an amendment executed solely by it which recites that it is for the purpose of conforming to requirements or comments of the FHA, until the happening of one of the following events, whichever occurs earliest:

- A. the recording of such an amendment evidencing approval by the Federal Housing Administration or the Veterans Administration;
- B. the twelfth anniversary of the recording of the Declarations
- C. the recording of Declarant's waiver of this right.



In addition to the other requirements for amendment of this Declaration or the By-Laws, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or By-Laws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to annex additional property, to maintain sales and management offices and models, to maintain signs and advertise the project, or to use easements through Common Areas for purposes of constructing improvements or marketing the project, until the last conveyance of a Lot by Declarant to an Owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

**Section 5.**     Annexations. Subject to the Article VIII, additional residential property, may be annexed to the Property with the consent of 75% of the Owners. Additional land, Common Area, and Landscape Easement Area within the Proposed Development Area may be annexed by the Declarant (or in the event that the holder of a Mortgage on land within the Proposed Development Area acquires title to such land by foreclosure or by deed in lieu thereof, then by such holder or its assignee) without the consent of the other Owners or Mortgagees within 12 years of the date of recording of this Declaration, provided that (1) the FHA or VA determine that the annexation is in accord with the general plan of development heretofore approved by them, or (2) Declarant (or such holder) then avers that neither the FHA nor the VA had then approved such a general plan for this development. The Declarant may unilaterally waive or restrict any part of this right of annexation at any time by recording with the County Recorder or Registrar of Titles (as applicable) a written instrument thereof executed by it, except that such waiver or restriction shall not be effective against any land within the Proposed Development Area which is then subject to a mortgage of record unless and until the holder of such mortgage consents to such waiver or restriction in writing. Such annexation shall be accomplished by means of one or more Supplemental Declarations which shall state which portions, if any, of the added land shall constitute Lots, Common Area and Landscape Easement Area, and shall be executed by Declarant (or such holder) and recorded with the County Recorder or Registrar of Titles (as applicable) for Hennepin County, Minnesota. Votes and other rights of Owners shall adhere to the Lots so annexed from and after the date of recording of the respective Supplemental Declarations. Assessments with respect to all Lots added by each respective Supplemental Declaration shall commence on a date fixed by the Board of Directors of the Association no later than 60 days following the conveyance of the first such Lot to an Owner other than Declarant. All intended Common Area improvements in future phases so annexed must be substantially completed within 3 years of annexation. All taxes and other assessments relating to the property added to such annexation and covering any period prior to the Property pursuant to such annexation, must be paid at the time of annexation. All future improvements on property subjected to this Declaration by such future annexation must be consistent in terms of quality of construction with the initial improvements constructed on the Property as originally defined in this Declaration.

**Section 6.**     Successor Declarants. No party (the "Assignee") shall succeed to or be assigned the rights of Declarant hereunder unless (i) such Assignee owns fee title to some portion of the Property and/or the Proposed Development Area, and (ii) an assignment and assumption agreement, executed by the then-current Declarant and the Assignee is recorded pursuant to which the rights and obligations of the Declarant are assigned to and assumed by the Assignee.

**Section 7.**     Notices. Any notice required to be sent to any Member of the Association (or Owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing. In the case of multiple Owners of a Lot, notice to any one of such Owners shall be deemed notice to all.

**Section 8.**     Captions. The Article and Section headings of this Declaration are intended for convenience only and shall not be given any substantive effect.

**Section 9.**     Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern. The use of pronouns such as "his", and "him" are for literary purposes and mean whenever applicable the plural and female forms.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the said Hans Hagen Homes, Inc., a Minnesota corporation, was caused this document to be executed as of the day and year first above written.

Hans Hagen Homes, Inc.  
A Minnesota Corporation

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

STATE OF MINNESOTA  
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by John Rask, Vice President of Land Development of Hans Hagen Homes, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

This instrument was drafted:  
Hans Hagen Homes, Inc.  
941 N.E. Hillwind Road, #300  
Fridley, Minnesota 55432

**EXHIBIT A**  
**PROPERTY**



**EXHIBIT B**  
**LOTS**

**EXHIBIT C**  
**COMMON AREA**

**EXHIBIT D**  
**LANDSCAPE EASEMENT AREA**

There are no Landscape Easement Areas included in the Property described in the Declaration at this time.

**EXHIBIT E**  
**PROPOSED DEVELOPMENT AREA**



# InWood— Street N Park Concept

29,185 Square Feet

Car traffic speeds are “calmed” by use of one way travel, signage, parallel parking to the island side of the street, paving texture changes, and classic boulevard tree planting



## MEMORANDUM

# FOCUS ENGINEERING, inc.

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

Date: November 16, 2014

To: Kyle Klatt, Planning Director  
Cc: Nick Johnson, City Planner  
From: Jack Griffin, P.E., City Engineer

Re: Inwood – PUD Preliminary Plan Review

An engineering review has been completed for the Preliminary Plan submittal for the Inwood PUD. The submittal consisted of the following documentation prepared by Carlson-McCain and E.G. Rud & Sons, Inc.:

- Inwood PUD Preliminary Plan Set, Sheets 1-25, dated October 10, 2014.
- Revised Inwood PUD Site Plans, Sheets 15 and 16 dated November 6, 2014.
- Preliminary Plat and PUD Application, dated October 10, 2014.
- Stormwater Management Plan dated October 10, 2014.

### STATUS/FINDINGS: Engineering has prepared the following review comments:

#### PRELIMINARY PLAT

- Outlots K, L, M, N, O, P, Q, R, S and T should be dedicated to the City as they reside within the City R/W. A maintenance agreement should be executed to require the Outlot landscape maintenance to be completed by the HOA.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width.
  - Revise easement or storm sewer pipe along Lots 42-45, Block 10.
  - Additional easement is required for the storm sewer pipe between Lots 12 and 13, Block 10 and Lot 11 Block 10. Only 25 feet is provided and the pipe is placed only 5 feet from the property line.
- Additional pipe easement is required between Lots 6 and 7, Block 4 and Lots 9 and 10, Block 7 to accommodate both the proposed watermain and proposed sanitary sewer pipes. With 2 pipes passing between these lots the minimum easement must be 40 feet.
- Revise the Preliminary Plat Building set back lines so that set back lines do not encroach proposed drainage and utility easements.

#### TRANSPORTATION IMPROVEMENTS

- Access along Inwood Avenue and 10<sup>th</sup> Street must be reviewed and approved by Washington County. Improvements required by Washington County at the intersections along Inwood Avenue and 10<sup>th</sup> Street should be the responsibility of the developer and should be incorporated as part of the preliminary plat submittal documents.
- The traffic impact study completed for the development indicates the need for a signalized intersection at 5<sup>th</sup> Street and Inwood Avenue. Therefore the installation of a signal should be incorporated as part of the

required improvements for the development. The City should consider a cost contribution from the developer for the signal improvements.

- Turn lanes must be added on all interior development streets at the intersections with 10<sup>th</sup> Street, Inwood Avenue, and 5<sup>th</sup> Street. Turn lanes must meet state aid standards for a 30 mph design speed, including turn lane length, taper, and lane widths.
  - Street D: Add right turn lane at 10th Street and right turn lane at 5<sup>th</sup> Street.
  - 9<sup>th</sup> Street: Add right turn lane at Inwood Avenue.
  - Street B: Add right turn lane at 10th Street and right turn lane at both southbound and northbound intersection with 5<sup>th</sup> Street.

5TH STREET NORTH: The proposed 2-lane collector parkway street (5th Street) design and geometrics must meet all Municipal State Aid design standards for urban streets (8820.9936) for ADT > 10,000; 40 mph design speed; and must be consistent with the detailed parkway cross section installed throughout the remaining corridor segments and as outlined in the 5th Street Collector Design Guidelines as prepared by City staff.

- The City standard typical sections for 5<sup>th</sup> Street North must be included as part of the Preliminary Plans. All other 5<sup>th</sup> Street typical sections must be removed to avoid inconsistencies.
- Access spacing to 5th Street is allowed at 1/8 mile intervals for non-continuous local streets, at ¼ mile intervals for continuous local streets and collector streets, and at ½ mile intervals for streets with higher classification.
  - Access from Street D2 must be removed completely to maintain proper access management.
  - The proposed Park entrance should be removed to maintain proper access management. A new street connection between Streets B and C should be pursued to provide better Park access and internal street circulation.
- The 5<sup>th</sup> Street horizontal alignment requires a 667 foot minimum horizontal curve to meet state aid design standards for a 40 mph design speed. The preliminary plans show a 407 foot horizontal curve (requires a 30 mph posted curve speed) as the roadway passes Stonegate Park and Bremer Financial Services properties.
  - An engineering review has been requested from the City's Transportation Engineer, SRF Consulting, to identify for the City potential performance impacts for the substandard road.
- The plan indicates a minimum 100 foot R/W as required. However, the Preliminary Plat and Site Plans must be revised to provide a 10 foot utility easement corridor along both sides of 5<sup>th</sup> Street North as shown in the City standard typical section for 5<sup>th</sup> Street.
- Right and left turn lanes must be incorporated along 5th Street North per the City design standards to maintain mobility along the Parkway since there is only one travel lane in each direction. Turn lanes must be provided at all full access intersections and must meet state aid standards for a 40 mph design speed, including turn lane length, taper, and lane widths.
- A bituminous trail is shown along the north side and a sidewalk is shown along the south side of 5<sup>th</sup> Street as required by the City. The trail must be a minimum 10 foot width with 5 foot clear zone and the concrete sidewalk must be a minimum 6 foot width with 2 foot clear zone.
- Additional streetscape amenities are required along 5th Street consistent with the remaining corridor segments and the design standards previously established by the City including a center landscape median, street lighting, and theming elements including banner poles at primary gateway intersections, and white post & rail fencing.

#### RESIDENTIAL STREETS

- The City standard typical section for residential streets must be placed within the Preliminary Plan set without revisions and including City of Lake Elmo title block. Additional typical sections must detail the entire proposed boulevard including placement of boulevard trees and small utility corridor for City review. Typical street sections must reference each street that the section applies. Additional City review is required once the requested information is provided.
- Street C and Street B should be connected in order to improve circulation and eliminate non-compliant access to 5<sup>th</sup> Street. This connection would provide improved and safer Park access.

- The Street M cul-de-sac R/W must be the City minimum standard of 60 feet.
- The Street N and Outlot P geometrics must be revised to improve turning radii for emergency vehicle access. The proposed geometrics do not meet City minimum standards and must be revised.
- Street D must be revised to meet the minimum radii of 260 feet for a 30 mph design speed.
- Street D2 must be eliminated to meet minimum access spacing guidelines for 5<sup>th</sup> Street and to allow for adequate turn lane improvements for 5<sup>th</sup> Street to Inwood Avenue. Street D2 should serve as a commercial driveway access to Street D only.
- Staff has reviewed the unique street layout for the "Neighborhood" street segments proposed in this preliminary plat and believes the general concept is a workable design. However, there are several design details that must be addressed as the development progresses through the process. Some revisions should be expected.
- A sidewalk should be added along one side of Street M.

#### GRADING PLAN, STORMWATER MANAGEMENT AND STORM SEWER SYSTEM

- The site plan is dependent upon and subject to a storm water management plan meeting State, SWWD and City rules and regulations. Storm water facilities proposed as part of the site plan to meet SWWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual available on the City website.
- The 100-year HWL must be shown on the grading plans for all wetland areas, Stormwater ponds, Infiltration basins and localized grading low points (rear yard catch basin inlets). Existing HWLs must be shown on the grading plans for all wetlands and water bodies.
- Per City requirements, all storm water facilities, including infiltration basins, must be placed in Outlots deeded to the City for maintenance purposes. The Stormwater Facility Outlots must fully incorporate the 100-year HWL, a 10 foot maintenance bench above the NWL and maintenance access roads to the ponds.
  - Add the City required 10:1 maintenance bench around each storm water pond and revise the storm water pond typical detail to include the maintenance bench.
  - Revise grading plans or revise lot lines for Pond 300 to maintain pond HWL and maintenance bench entirely within the Outlot.
  - Revise grading plans or revise lot lines for Pond W1 and W2 to maintain pond HWL within Outlot.
  - Provide Stormwater Pond access approach roadways for each storm water pond using 20 feet minimum width road approaches and 10% maximum grade. Show maintenance access roads clearly on the grading plans.
- Wetlands and wetland buffers must be placed entirely within Outlots. To better protect and manage wetland buffers the City requires all buffers to remain on a dedicated Outlot.
  - Revise Lots 2, 3, 4, and 5, Block 12 to eliminate the encroachment to the Outlot A wetland buffer.
  - Revise Lots 5, 6, and 7, Block 11, and Lots 8, 9, 10 and 11, Block 12 to eliminate the encroachment to the Outlot B wetland buffer.
- The Park 1 Wetland Buffer must be shown on the Preliminary Plat and Site Plans. The proposed trail must be revised to remain outside of the wetland buffer. This may require revisions to Lots 10 and 11, Block 1.
- Infiltration basin 400 is partially within the Xcel Energy Transmission easement area. Provide documentation from Xcel Energy demonstrating permission to construct the infiltration basin as proposed.
- Typical pond section detail – revise to indicate maximum 10 foot depth from NWL, maximum 3:1 slopes below the NWL and 10:1 maintenance bench above the NWL.
- The grading plan indicates significant use of retaining walls. Retaining walls should be placed within private lots to be owned and maintained by the HOA. Retaining walls should be placed on City R/W or Outlots dedicated to the City. Retaining walls should also not be placed within lot drainage and utility easements.
  - Revise retaining walls to place all walls within non-publically owned areas.
  - Maintain minimum 15 feet between storm sewer pipe and retaining walls.
- The storm sewer system shall be designed to maintain the City standard **minimum** pipe cover of 3.5 feet. Storm sewer pipe sizes, rims and inverts were not provided and therefore could not be reviewed.



- Drain tile is required as part of the City standard street section at all localized low points in the street. Drain tile considerations may impact the storm sewer design and depth requirements at low points.
- The maximum allowable curb run along streets without catch basins is 350 feet.
  - Add catch basins along Street A west of Street B to maintain maximum curb run of 350 ft.
  - Add catch basins along Street B near Street K intersection.
  - Add catch basins along Street C north of Park and at intersection with 5<sup>th</sup> Street.
  - Add catch basins along Street M.
  - Add catch basins at intersection of 9<sup>th</sup> Street and Street D.
  - Add catch basins along Street D closer to 10<sup>th</sup> Street intersection. Then place catch basins at least every 350 ft.
  - Move catch basins along Street B2 closer to the 5<sup>th</sup> Street intersection.
  - 5<sup>th</sup> Street catch basins must be placed per MSA standards with maximum runs of 350 feet.
- Landscape Plans should be reviewed and revised to keep plantings outside all utility easements, and outside of storm water facility 10 foot maintenance benches and 20 foot access roads.

#### MUNICIPAL WATER SUPPLY

- The Comprehensive Water System Plan, dated April 2009 requires the placement of Water Tower No. 4 within the area planned as Inwood PUD. The specific site for Water Tower No. 4 must be incorporated within this Preliminary Plat in order to provide adequate water system operations to serve the additional units for this development.
- As an alternative, the developer may dedicate to the City an alternate site for the Water Tower if the alternate site is found to provide similar operational performance for the water system. Soil borings must be taken to verify any site to assure adequate structural support for a Water Tower. The City must verify that an alternative site has been acquired prior to excluding the Water Tower from this Preliminary Plat.
- Site Plan sheets 15 and 16 as revised on November 6, 2014 must be incorporated as part of the Preliminary Plat and Site Plans and must be further amended as described within this memorandum.
- Municipal water service is readily available for the Inwood development proposal. The applicant is responsible to extend municipal water to the development site at developer's cost and to extend 8-inch watermain connection stubs to all adjacent properties for future watermain extensions.
- Watermain pipe oversizing and additional watermain stubs must be incorporated into the development utility plans per the attached pipe oversizing exhibit. Watermain oversizing costs for watermain in excess of the minimum standard 8-inch pipe is paid by the City as a reimbursement addressed within the development agreement.
- More specifically:
  - Extend 12-inch watermain from the City installed 16-inch trunk watermain at the intersection of Inwood Avenue and 10<sup>th</sup> Street to the end of the Street M cul-de-sac.
  - Oversize the 8-inch pipe to 12-inch pipe along Street M and Street A to connect to Street B.
  - Extend 12-inch watermain from the intersection of Street B and 10<sup>th</sup> Street to the easterly plat limits at 10<sup>th</sup> Street.
- The watermain along Street C must be looped to connect to 5<sup>th</sup> Street to eliminate a long dead end pipe.

#### MUNICIPAL SANITARY SEWER

- Site Plan sheets 15 and 16 as revised on November 6, 2014 must be incorporated as part of the Preliminary Plat and Site Plans and must be further amended as described within this memorandum.
- Two municipal sanitary sewer connection points are available to serve the Inwood development with various invert and capacity limitations. The applicant is responsible to extend municipal sanitary sewer to the development site at developer's cost and to establish a sewer shed plan that utilizes the various connection points as follows:

- Future 12-inch stub along 5<sup>th</sup> Street at the north end of the Bolder Ponds development, to be constructed as Bolder Ponds Phase 2. Invert maximum of 999.5. Current sewer plan allocates 276 units to this connection point.
- Connect to the existing 8-inch stub at Eagle Point Boulevard near Bremer Financial Services with Invert 991.00 and 326 maximum REC unit capacity.
- Sanitary sewer pipe oversizing has been incorporated into the development utility plans per the attached pipe oversizing exhibit thereby extending 12-inch pipe from the Bolder ponds development to the intersection of Street B and 10<sup>th</sup> Street North. Sanitary sewer oversizing costs for sewer pipe in excess of the minimum standard 8-inch pipe is paid by the City as a reimbursement addressed within the development agreement.
- Additional sanitary sewer pipe may be required along Streets E, F, G, H, I, J, and N. The City needs to further review the acceptability of allowing long service stubs underneath the Street Outlots and infiltration areas.



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



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

---

**LAKE ELMO FIRE DEPARTMENT**

---

November 17, 2014

**Review of the PRELIMINARY PLAT AND PUD DEVELOPMENT PLANS –INWOOD PUD**

Following a review of the packet provided, I have no specific concerns at this time, however, as this moves forward we will need to address the following:

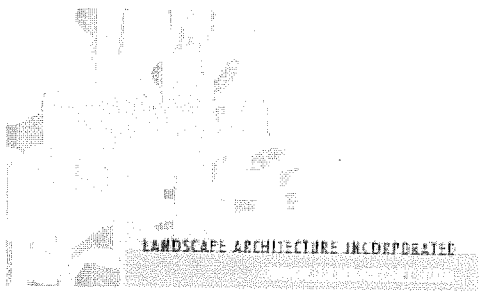
- Hydrant placement.
- Street naming to remain consistent with current program.
- Road access for emergency vehicles:
  - Widths,
  - Center islands
  - Allowed parking on streets

Sincerely,

Greg Malmquist, Fire Chief

*"Proudly Serving Neighbors & Friends"*





## **INWOOD – LANDSCAPE ARCHITECTURAL DESIGN REVIEW REPORT** **LAKE ELMO, MN**

**LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED NOVEMBER 18<sup>TH</sup>, 2014**

REVIEWED PLAN SET DATED OCTOBER 10<sup>TH</sup>, 2014

### ***Required Action Items by INWOOD Project Team***

1. Applicant suggests that coniferous trees along eastern boundary were planted as part of a Commercial Nursery Business. Per ordinance 08-077: Article VI – Environmental Performance Standards under 154.257 TREE PRESERVATION, 3 C. ".....The burden of proof shall be on the applicant to provide evidence to support the findings that the trees do not need to be included in this totals.

Please provide this requested information if you feel that in fact this coniferous shelterbelt should be exempt from the tree preservation requirements.

2. Due to the large number of specimen trees located in the existing forest masses at the northwest corner of the site and near the riparian area near the southwest portion of the site we are asking you to take these trees in consideration to preserve and protect these existing natural resources where possible.

Please consider to preserve as many of these existing specimen trees as possible as plans are refined.

**SINCERELY,**

**LANDSCAPE ARCHITECTURE, INC.**

**STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C**  
**DIRECTOR OF DESIGN**



**Public Works Department**

Donald J. Theisen, P.E.  
Director

Wayne H. Sandberg, P.E.  
Deputy Director/County Engineer

November 17, 2014

Kyle Klatt  
Community Development Director  
City of Lake Elmo  
3600 Laverne Avenue North  
Lake Elmo, MN 55042

**Washington County comments on the concept plan for Inwood Village Preliminary Plat/Plan City of Lake Elmo**

Dear Kyle:

Thank you for providing the Inwood Village Preliminary Plans for the property located southeast of the CSAH 10/CSAH 13 intersection in Section 33, Township 29, Range 21 in the City of Lake Elmo. From the project narrative dated October 10, 2014, the proposed site plans and preliminary plats provided, this is the first phase of a four phase residential development. Future commercial/office uses are shown as conceptual and will be defined as building and tenants are identified. The residential uses proposed are 275 single family homes on 102.9 acres. The remainder of the land area will be platted as Outlots for future subdivision platting.

Based on initial review of the narrative, site plan and the proposed uses, the following access points and general intersection layouts should be provided:

- The proposed CSAH 13/5th Street intersection should be designed as a full access intersection with an exclusive southbound left turn lane, a northbound right turn lane, a westbound left turn lane and a westbound right turn lane. Traffic Signals may be necessary at this location in the future, so the intersection should be designed to accommodate a future signal. As noted in the county's comments on the EAW for this project, *"the County will monitor the intersection, however, in case the traffic balancing does not occur and a traffic signal is needed at the intersection, the intersection will be placed on the County's Intersection Control Ranking System Priority list to be funded through the County Capital Improvement Planning Process. Any traffic signal improvements at this intersection will be completed under the County Cost Participation Policy"*.
- The Eastern Site Access on CSAH 10/10<sup>th</sup> Street should be designed as a full access intersection with a westbound left turn lane, an eastbound right turn lane, a northbound left turn lane and a northbound right turn lane. The intersection should be designed to accommodate a possible future traffic signal.

A Washington County Access permit will be required for all new access points on CSAH 13/Inwood Avenue and CSAH 10/10<sup>th</sup> Street.

Washington County in coordination with the City of Lake Elmo and the City of Oakdale will prepare a Memorandum of Understanding (MOU) for access management along CSAH 13 (Inwood Avenue) and CSAH 10 (10<sup>th</sup> Street) to provide direction on future access to this development project as well as other developments in the area.

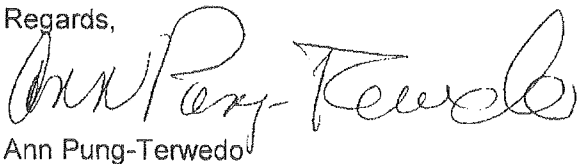
Other comments and recommendations include the following:

- As noted on the comments on the PUD concept plan for this development, the right-of-way requirements for both CSAH 10/10<sup>th</sup> Street and CSAH 13/Inwood Avenue is 184 feet (92 feet from the centerline of the roadway). Based on the Preliminary Plat dated 10/10/2014, there is approximately 180 feet of full right-of-way along CSAH 13/Inwood Avenue. Along CSAH 10/10 Street, there appears to be 60 feet. This should be verified with the surveyor and an additional 32 feet will need to be dedicated and shown on the Preliminary and Final plats.
- As noted on the comments on the PUD Concept Plan for this development, the Washington County Comprehensive Plan 2030, Planned Trail System, does not identify a trail corridor along CSAH 13/Inwood Avenue but does identify a Planned County Trail along CSAH 10/10<sup>th</sup> Street. Even though CSAH 13 is not identified as a county of regional trail I, there is currently a trail along the west side of CSAH 13 extending from Woodbury to Oakdale. It is important to consider the development of trails on both sides of this CSAH 13/Inwood Avenue since this is an "A" Minor Arterial Roadway in an urban area. We recommend that the city require trails along CSAH 13/Inwood Avenue and CSAH 10/10<sup>th</sup> Street as part of this development. The city is also encouraged to develop their local trails in the area to connect with the county and regional trail system.
- Washington County's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where the establishment of the land use would result in violations of established noise standards. Minnesota Statute 116.07, Subpart 2a exempts County Roads and County State Aid Highways from noise thresholds. County policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such areas. The developer should assess the noise situation and take any action outside of County right of way deemed necessary to minimize the impact of any highway noise.
- All roadway improvements and any grading within County right-of-way will require a Washington County Right of Way Permit.
- All utility connections for the development require Washington County Right of Way permits. Typically, these are the responsibility of the utility companies.

- The developer, city or watershed district must submit the drainage report and calculations for review of any downstream impacts to the county drainage system. Along with the drainage calculations, written conclusions that the volume and rate of stormwater run-off into any county right-of way will not increase as part of the project.
- As noted previously, Washington County, as a part of the Gateway Corridor Commission, is preparing a Draft Environmental Statement (DEIS) for a proposed transitway through the I-94 "Gateway Corridor" from St Paul to the Lake Elmo / Woodbury area. One of the potential stops would be in the general vicinity of this project area near CSAH 13/Inwood Avenue. The transit alternative may have impacts to adjacent roadways which will be dependent on a number of factors that have yet to be determined. The distance of this site from the station location chosen, the location of bicycle and pedestrian connections and the presence of transit supportive uses within the area may compliment this development.
- Finally, the City could consider the following on the site plan:
  - Eliminating Street D2 since it may not be necessary. There could be a private drive with reasonable access off Street D.

Thank you for the opportunity to comment on this PUD concept plan. If you have any questions, please contact me at 651-430-4362 or [ann.pung-terwedo@co.washington.mn.us](mailto:ann.pung-terwedo@co.washington.mn.us). For permit applications, please contact Carol Hanson at [carol.hanson@co.washington.mn.us](mailto:carol.hanson@co.washington.mn.us).

Regards,



Ann Pung-Terwedo  
Senior Planner

c: Carol Hanson, Office Specialist







PLANNING COMMISSION

DATE: 11/24/2014

AGENDA ITEM: 5A – BUSINESS ITEM

CASE # 2014-50

ITEM: Halcyon Cemetery - Sketch Plan Review

SUBMITTED BY: Nick Johnson, City Planner

REVIEWED BY: Kyle Klatt, Community Development Director

---

### **SUMMARY AND ACTION REQUESTED:**

The Planning Commission is being asked to review a Sketch Plan for a proposed cemetery within the Rural Planning Area submitted by Mr. Lee Rossow. The proposed cemetery would be located at 11050 50<sup>th</sup> Street North, on the northeast corner of 50<sup>th</sup> Street and Lake Elmo Avenue (CSAH 17). The Sketch Plan includes three main areas for in-ground burials, space for columbarium, and a parking area. The existing home and accessory building would be repurposed to serve as administration and maintenance of the cemetery. Because this is a Sketch Plan review, there is no formal action required by the Planning Commission.

---

### **GENERAL INFORMATION**

*Applicant:* Lee Rossow, 11050 50<sup>th</sup> Street North, Lake Elmo, MN 55042

*Property Owners:* Lee Rossow, 11050 50<sup>th</sup> Street North, Lake Elmo, MN 55042

*Location:* Part of Section 01, Township 29 North, Range 21 West in Lake Elmo, immediately north of 50<sup>th</sup> Street and immediately east of Lake Elmo Avenue (CSAH 17). PID Number: 01.029.21.33.0003

*Request:* Sketch Plan Review

*Existing Land Use:* Single Family Detached

*Existing Zoning:* RR – Rural Residential

*Surrounding Land Use:* North – single family home (RR); west – single family home (RR); south – Agricultural (RR); east – single family residential (RR) and Municipal Well Site #4.

*Surrounding Zoning:* RR – Rural Residential; PF – Public Facilities

*Comprehensive Plan:* Rural Area Development

*Proposed Zoning:* RR – Rural Residential

*History:* The 10-acre site has historically been used for a single family home. According to County records, the existing home was built in 1984.

*Deadline for Action:* N/A – No action required by City

---

## REQUEST DETAILS

The City of Lake Elmo is in receipt of a Sketch Plan from Mr. Lee Rossow for a proposed cemetery that would be located within the Rural Planning Area as defined in the Comprehensive Plan. The proposed cemetery would be located at the northeast corner of the intersection of 50<sup>th</sup> Street North and Lake Elmo Avenue North. Under the City's Zoning Code, cemeteries are a permitted use in the Rural Residential (RR) and Agricultural (A) zoning districts. The subject property is zoned Rural Residential. However, in order to sell burial plots, the property must go through a formal platting process.

Per State Statutes, cemeteries must be formally platted under the appropriate regulation of the State and local jurisdiction. The Lake Elmo Subdivision Ordinance specifies that as part of the pre-application process for a subdivision of land, the applicant must first submit a Sketch Plan for review by the Planning Commission. The Ordinance notes that the purpose of the Sketch Plan review is as follows:

***Sketch plan.** In order to ensure that all applicants are informed of the procedural requirements and minimum standards of this chapter and the requirements or limitations imposed by other city ordinances or plans, prior to the development of a preliminary plat, the subdivider shall meet with the Planning Commission and prepare a sketch plan which explains or illustrates the proposed subdivision and its purpose. The Planning Commission shall accept the information received, but take no formal or informal action which could be construed as approval or denial of the proposed plat.*

Based on this wording, the Planning Commission is not being asked to take any formal action as part of its review other than to accept the information received. Staff has completed an internal review of the Sketch Plan, and general comments from Staff are included in this memorandum and applicable attachment.

---

## BACKGROUND

The proposed Sketch Plan is located in the north-central portion of the Rural Planning Area at the intersection of 50<sup>th</sup> Street North and Lake Elmo Avenue North (CSAH 17).

The applicant's submission to the City includes the following components:

- *Application Forms*
- *Existing Conditions.* The applicants have submitted an existing conditions plan, showing an aerial image of the property and the existing single family detached residential use. As shown in the existing conditions plan, the house and accessory building are currently existing on the property. These structure would be repurposed as part of the proposed cemetery as an administration/caretaker building and maintenance garage.
- *Sketch Plan.* The Sketch Plan for the proposed cemetery shows three larger in-ground burial areas, several sites for columbaria, a gathering space, a parking lot, a network of private drive lanes or driveways to access the various sites, and the existing buildings and drainfield.

The Staff review comments that follow are all based on conducting a very high level review of the Sketch Plan since there is not a lot of detailed information that is required at this stage in the subdivision process. Staff has focused its review on the elements of the site plan that

---

#### **STAFF REVIEW COMMENTS:**

Staff has reviewed the proposed Sketch Plan and provided comments in the following areas:

- **Land Use:** The proposed Sketch Plan does conform to the City's Land Use Plan in that the site is guided for Rural Area Development. Under this designation, Rural Residential is a typical zoning for sites of this size and character.
- **Zoning.** The current zoning for the parcel is Rural Residential. Under this zoning designation, a cemetery is a permitted use. In the Zoning Code, cemetery is defined as the following:

*Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium's, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.*

Under this definition, it is staff's interpretation that the proposed use would be permitted under the City's ordinance. It should also be noted that the Zoning Code does not include any specific development standards for cemeteries at this time. The only other reference to cemeteries in the Zoning Code is in the PF – Public Facilities zoning district, where cemeteries are identified as a conditional use.

- **Public Utilities.** The site is currently not hooked up to City water, but does have access via a watermain extension from Well #4 and down Lake Elmo Avenue North. Should the proposed use require City water, it does have access to service.
- **Private Utilities.** It should be noted that an existing septic system serves the site. The property is not in the City's Public Sanitary Sewer Service Area. If any expansion of the septic system is required for the cemetery use, the applicant will need to secure the applicable permits from the Washington County Dept. of Health.
- **Access.** The applicants are proposing to reduce the total accesses to the property from 2 to 1, accessing the site off of 50<sup>th</sup> Street North. The current driveway configuration includes accesses on both Lake Elmo Ave. and 50<sup>th</sup> Street North. The proposed access on 50<sup>th</sup> Street would be move to the west, while the access on Lake Elmo Ave. would be eliminated. As proposed, the access on 50<sup>th</sup> Street would be located approximately 150 feet from Lake Elmo Ave. Staff recommends that the proposed access be reviewed by the City Engineer in consultation with Washington County in order to ensure that the proposed access spacing is appropriate for the conditions on 50<sup>th</sup> Street and Lake Elmo Avenue.
- **Landscaping and Tree Protection/Preservation.** The applicant has not provided any details concerning landscaping for the site, which must be submitted at the time of Preliminary Plat submission. In addition, a tree preservation plan or woodland evaluation report must be submitted with preliminary plat to document any impacts to significant trees on the site. The City's landscaping provisions require 5 trees for every one acre of land that is developed, as



well as 1 tree per 50 feet of street frontage. These requirements should inform the landscape plan for the site.

- **Screening and Fencing.** The Sketch Plan also includes fencing around all four boundaries of the property. The north and east sides of the property include a regular fence, whereas the west and south sides include ornamental fencing. Significant detail of the fencing is not provided with this submittal, but Staff would assume that the northern and eastern fencing is provided for screening purposes for the adjacent residential properties. The ornamental fencing is likely provided for aesthetic purposes along the street frontage sides of the property. In addition to fencing, staff would recommend that some landscaping and trees be utilized to add additional screening along the property boundaries.
- **Park Dedication.** The City's subdivision ordinance requires parkland dedication for subdivisions. Residential subdivision require a land dedication as a percentage depending on the zoning or land use, whereas commercial projects are required to post a fee in lieu of land dedication. For example, subdivisions on Rural Residential land require a 4% dedication, or equal market value in fees thereof. The current commercial rate for park dedication is \$4,500 per acre. Staff is still conducting some research to determine if and how much parkland dedication would be appropriate for this type of use. Staff will consult with the City Attorney in determining what the appropriate precedents are for a similar case such as the present application. If any dedication were appropriate, staff would recommend a fee in lieu of land dedication.
- **Subdivision Review Process.** In order to proceed with the subdivision of the land included in the Sketch Plan, the applicant will need to next prepare a Preliminary Plat application. At the Preliminary Plat stage, there is more information required as part of the submission process, which also requires a public hearing.

---

#### **RECCOMENDATION:**

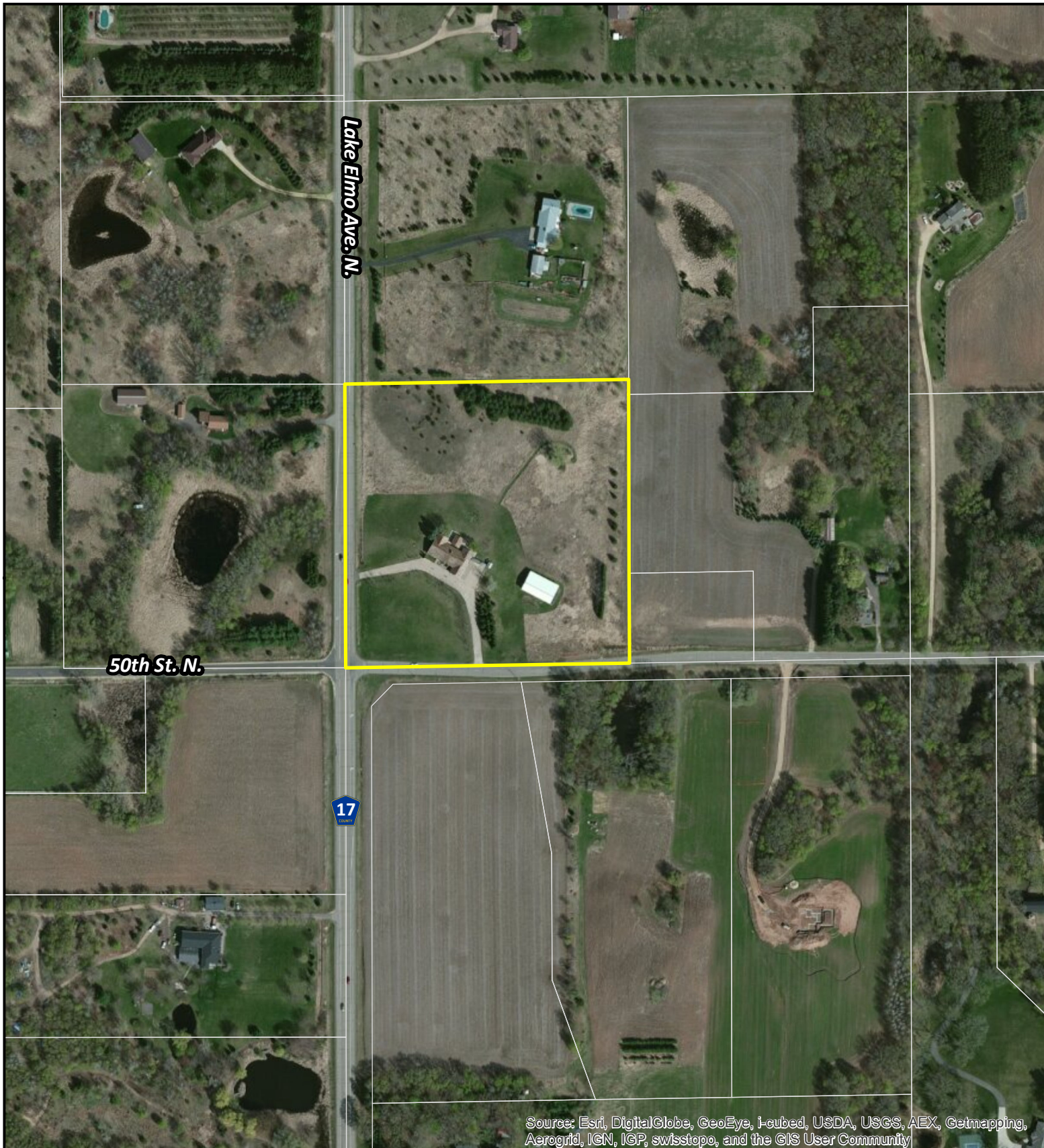
No formal action is required at this time. Staff is recommending that the Planning Commission accept the Sketch Plan provided by Mr. Lee Rossow for a cemetery at 11050 50<sup>th</sup> Street North and provide feedback.

#### **ATTACHMENTS:**

1. Location Map
2. Application Form
3. Existing Conditions Plan
4. Cemetery Sketch Plan

#### **ORDER OF BUSINESS:**

- Introduction .....Community Development Director
- Report by Staff ..... City Planner
- Questions from the Commission ..... Chair & Commission Members
- Discussion by the Commission ..... Chair & Commission Members



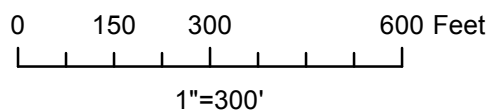
# ***Location Map: Proposed Halcyon Cemetery***



Data Source: Washington County, MN  
11-17-2014



11050 50th Street N.



Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
LU File #: \_\_\_\_\_



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

## PRELIMINARY PLAT APPLICATION

Applicant: LEE ROSSOW  
Address: 11050 50TH STREET N  
Phone #: 651-308-2999  
Email Address: 332 @ LACH.NET

Fee Owner: SAME  
Address: OFFICE 1870 RICE ST. ST PAUL, MN  
Phone #: 55113  
Email Address: \_\_\_\_\_

Property Location (Address and Complete (long) Legal Description: \_\_\_\_\_  
11050 50TH STREET N  
LAKE ELMO, MN 55042

General information of proposed subdivision: \_\_\_\_\_  
SEE PLANS

Conducted pre-application meeting with Staff? ☒ Yes ☐ No

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: [Signature] Date: OCTOBER 30, 2014

Signature of Fee Owner: SAME Date: \_\_\_\_\_



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 Lee Rossow Date OCTOBER 30, 2014

Name of applicant LEE ROSSOW Phone 651 308 2999  
(Please Print)

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

E-MAIL 337 @ LACH.NET





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 LEE ROSSOW  
(Please Print)

Street address/legal description of subject property  
11050 50<sup>TH</sup> STREET N

Lee Rossow  
Signature

OCTOBER 30, 2014  
Date

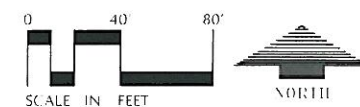
If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

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.







Project Name:

HALCYON

Lake Elmo, Minnesota

Owner/Developer:

GLCJ Properties, Inc.  
Lee Rossow

1870 Rice St.  
Roseville, MN 55113  
651-208-2999  
337@lach.net

Professional Services:

**LOUCKS  
ASSOCIATES**

Planning • Civil Engineering • Land Surveying  
Landscape Architecture • Environmental

70011 Lemay Lane Suite 300  
Maple Grove, MN 55126  
Telephone: 763-434-1400  
www.loucksassociates.com

© 2014

CADD Qualification

Loucks Associates, Inc. ("Loucks") has prepared this CADD for the use of the Consultant for the project described herein. This CADD is not to be used for any other project without the written consent of Loucks Associates, Inc. The Consultant shall be responsible for the accuracy and completeness of the CADD. The Consultant shall be responsible for the accuracy and completeness of the CADD. The Consultant shall be responsible for the accuracy and completeness of the CADD.

© 14530 SANDER DRIVE, L110001

Submittal

10/06/14, Final Set


Professional Signature:

Hourly, per the terms of the contract, for the preparation of this CADD. The Consultant shall be responsible for the accuracy and completeness of the CADD. The Consultant shall be responsible for the accuracy and completeness of the CADD.

License No. Date

Quality Control

CAI

11/06/14

11/06/14

Sheet Index:


Sheet Title:

EXISTING CONDITIONS

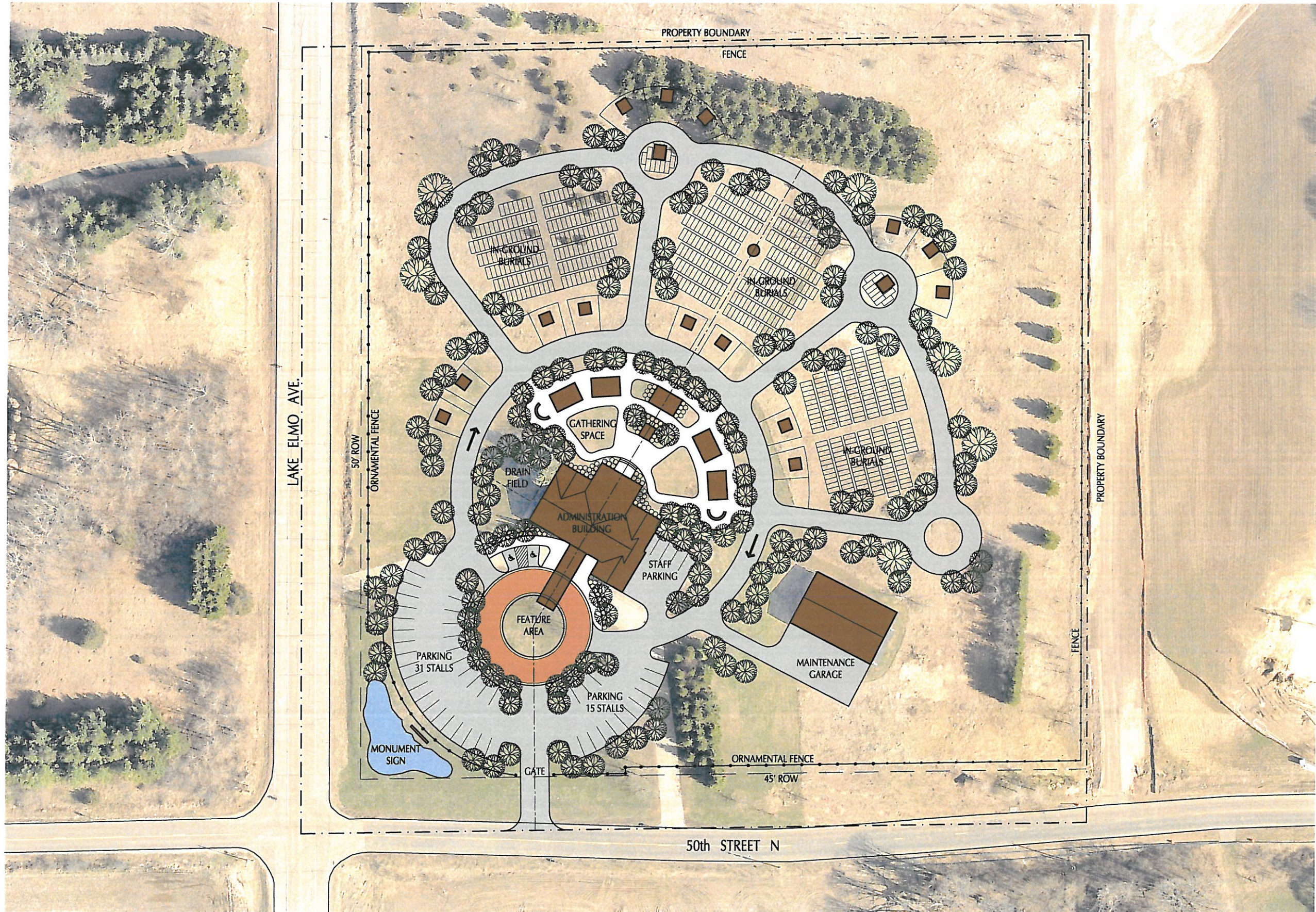
Project No.

Sheet No.

EC1.0



Plotted 11/05/2014 1:57 PM W:\2014\14530\CADD\DATA\CIVIL



Project Name

HALCYON

Lake Elmo, Minnesota

Owner/Developer

GLCJ Properties, Inc.  
Lee Rossow

1870 Rice St.  
Roseville, MN 55113  
651-308-2999  
337@lach.net

Professional Services

**LOUCKS  
ASSOCIATES**

Planning • Civil Engineering • Land Surveying  
Landscape Architecture • Environmental

7000 Elmwood Lane Suite 100  
Maple Grove, MN 55127  
Telephone: (763) 424-1101  
www.loucksassociates.com

© 2014

CADD Qualification

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services and are shown with respect to this project. These CADD files shall not be used for any other project without the written approval of the Consultant. The Consultant's approval shall be obtained for any use of these CADD files for any other project. The Consultant shall not be responsible for any errors or omissions in these CADD files or for any damage or loss resulting from the use of these CADD files. The Consultant shall not be responsible for any damage or loss resulting from the use of these CADD files. The Consultant shall not be responsible for any damage or loss resulting from the use of these CADD files.

Submittal

10/26/14 Final Set

Professional Signature

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.

License No.

Date

Quality Control

CJA

Reviewed by

WS

Checked by

11/05/14

Sheet Index

Sheet Title

CONCEPT PLAN

Project No.

Sheet No.

CP1.0