

AGENDA

ROGERS CITY COUNCIL

SPECIAL MEETING

December 26, 2018 - 7:30 AM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

3. PRESENTATIONS

4. APPROVE AGENDA

5. CONSENT AGENDA

- 5.1 Approval of the November 28, 2018 Planning Commission and City Council Joint Meeting Minutes

6. PUBLIC HEARINGS

- 6.1 Approval of Resolution No. 2018-113, Approving a Preliminary and Final Plat for Edgewater Second Addition.

7. GENERAL BUSINESS

- 7.1 Items Relating to a Request from Lennar Corporation:
- Approval of Resolution No. 2018-114, Approving a Final Plat for Laurel Creek 3rd Addition.
 - Approval of the Laurel Creek Phase 3 Subdivision Development Agreement between the City of Rogers and Lennar Corporation.

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN



**REQUEST FOR ACTION
ROGERS CITY COUNCIL**

Meeting Date: December 26, 2018

Agenda Item: No. 5.1

Subject: Approval of the November 28, 2018 Planning Commission and City Council Joint Meeting Minutes

**Prepared
By:**

ATTACHMENTS:

Description

Joint Planning Commission Minutes

MINUTES
PLANNING COMMISSION AND CITY COUNCIL JOINT MEETING
November 28, 2018

1. Call to order

The meeting of the Rogers Joint Planning Commission and City Council meeting was held on November 28, 2018 at 6:30 p.m. and was called to order where Commissioners Neis, Silverstein, Nei, Binkley, Bryan, Jullie, Mayor Ihli, Councilmembers Gorecki, and Klick were present.

Also present were Jason Ziemer, City Planner/Community Dev. Coordinator; Steve Stahmer, City Administrator; Andrew Simmons, Water Resource Technician; John Seifert, Public Works Director; Amy Patnode, Associate Planner; and Marie Cote and Stephanie Falkers with SRF.

Council Excused: Eiden and Jakel

Planning Commissioner(s) Excused: Terhaar

2. Draft 2040 Comprehensive Plan Presentation

Planner Ziemer welcomed the community and turned the meeting over to Stephanie Falkers with SRF. Stephanie began her PowerPoint presentation. Below are the topics of discussion:

- Explained the set vision of Rogers and the guiding principles that support the vision.
- Discussed the land use chapter. How population projections, the City's vision and growth/development establish and depend on the designated Land Use in Rogers.
- Reviewed housing types and density in relation to a guiding principle.
- Defined what a Housing Policy is, and the importance of the information.
- The Water Resources, Parks, Open Spaces & Trails chapter was spoke on.
- Marie Cote spoke on transportation and the importance of projecting growth in regards to road capacities.
- Stephanie spoke on resiliency of a community and what Rogers has included in the chapter.

The mayor gave the attendees a chance to speak. One resident came to the podium to speak.

Comments from the Planning Commission and City Council were noted as follows:

- The size of lots and density – the 2040 plan encourages dense development but it's important to preserve the existing 'larger' lot homes which provide the City a range of housing options.
- Improvements on county or state highways require a great deal of collaboration with the corresponding agencies. In turn, any requests tend to be a longer process.

3. Adjourn

The meeting was adjourned at 7:38 p.m. and the open house continued.

On the vote, all members voted AYE. Motion carried.



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: December 26, 2018

Agenda Item: No. 6.1

Subject: Approval of Resolution No. 2018-113, Approving a Preliminary and Final Plat for Edgewater Second Addition.

Prepared By: Jason Ziemer, City Planner / Community Development Coordinator

Recommended City Council Action

Motion to approve Resolution No. 2018-113, approving the Preliminary Plat and Final Plat for Edgewater Second Addition.

Overview / Background

The City Council approved a Land Exchange Agreement and a Purchase Agreement ("Agreements") with D & M Scherber Family Limited Partnership ("Scherbers") on October 9, 2018, whereby the City of Rogers ("City") shall acquire the necessary road rights-of-way (ROW) to construction the Industrial Boulevard extension from Edgewater Parkway to County State Aid Highway (CSAH) 144. The roadway will extend through a portion of the current Hassan Sand & Gravel site. Per those agreements, the City, in exchange for the ROW, agreed to prepare, submit a plat application for City Council approval, and record the Final Plat for Edgewater Second Addition.

The City submitted the application for Preliminary Plat and Final Plat on December 6, 2018. The Planning Commission opened the public hearing, as required for Preliminary Plats, at its December 18, 2018 meeting. The public hearing was continued to the special City Council meeting on December 26, 2018, pending receipt of additional data required for the review of the Preliminary Plat.

Primary Issues to Consider

1. Zoning & Land Use
2. Preliminary & Final Plats

Analysis of Primary Issues

1. Zoning & Land Use

The properties that comprise the proposed Edgewater Second Addition are all currently zoned Single Family Residential. The 2030 Comprehensive plan guides the area as Mid-Density Residential; the draft 2040 Comprehensive Plan retains that land use designation. The proposed Plat is intended to clean up ownership items and grant the City the necessary roadway rights of way and easements for the future construction of the Industrial Boulevard extension to CSAH 144. At this time, no development of the 126.8 acre site is planned or proposed, and no zoning or land use changes have been requested. The existing mining operation is an approved use under a special permit through the City of Rogers.

Land Use and Zoning conditions are satisfied.

2. Preliminary & Final Plats

The Preliminary Plat and Final Plat propose to combine six (6) parcels owned by the Scherbers (PIDs #: 16-120-23-14-0015, 16-120-23-13-0007, 16-120-23-24-0006, 16-120-23-13-0003, 16-120-23-13-0002, 16-120-23-14-0002) along Industrial Blvd, CSAH 144, and Willandale Road, and one (1) parcel owned by the City (PID #: 15-120-23-23-0008) off Industrial Boulevard and create seven (7) outlots, identified as Outlots A through G, totaling 126.8 acres, all to be owned by the Property Owner per the Agreements.

Outlot	Acres	Outlot Information
A	20.98	Northeast of proposed Industrial Boulevard extension.
B	27.63	City-owned parcel will become part of this outlot.
C	36.77	Replaces current Edgewater Outlot J.
D	37.45	East of Willandale Road.
E	1.06	This area is designated for future ponding.
F	2.31	Planned road right-of-way for CSAH 144.
G	0.60	Located between CSAH 144 and Crow River

As noted above, the Plat includes the dedication of the necessary road rights of way for the purpose of constructing Industrial Boulevard from its present terminus through the Hassan Sand & Gravel property to CSAH 144. The Scherbers previously dedicated ROW in 2013; the City is requesting additional ROW necessary for the Industrial Boulevard extension. Outlots E, F and G on the Final Plat along CSAH 144 shall be dedicated for future ponding to assist with water retention requirements; Outlot F will also be dedicated for road ROW for CSAH 144 at a future date when deemed necessary. As we are only platting outlots there are no specific lot performance standards to be considered with the Plat.

In addition to the standard platting conditions necessary for proof of plat and recording purposes, applicants are required to submit the following documents in accordance with City Code Section 121-34 (b) of the City Code: title opinion, Homeowner's Association (HOA) and protective covenants. Title was received for all parcels; there are no HOA or protective covenants as there is no planned or proposed development at this time.

City staff requested additional information required by City Code and City plat standards related to the review and approval of the Preliminary Plat, resulting in the continuation of the public hearing from the Planning Commission meeting on December 18, 2018 to the special City Council meeting on December 26, 2018.

Plat Standards & Requirements as required by City Code are satisfied, pending receipt of the Preliminary Plat.

Staff Recommendation

City staff recommends approval of the Preliminary Plat and Final Plat for Edgewater Second Addition as presented.

ATTACHMENTS:

Description

Res 2018-113

Final Plat_Edgewater Second Addition_11-27-2018

Preliminary Plat Edgewater Second Addition

RESOLUTION NO. 2018 - 113

**A RESOLUTION GRANTING PRELIMINARY & FINAL PLAT APPROVAL
FOR EDGEWATER SECOND ADDITION**

WHEREAS, the City of Rogers (“City”), on behalf of D&M Scherber Family Limited Partnership (“Property Owner”), has submitted an application requesting Preliminary Plat and Final Plat approval for Edgewater Second Addition (“Plat”); and,

WHEREAS, the City and Property Owner entered into a Land Exchange Agreement and Purchase Agreement (“Land Agreements”) on October 9, 2018, whereby the City shall acquire certain rights of way from the Property Owner to construct an extension of Industrial Boulevard to County State Aid Highway (CSAH) 144; and,

WHEREAS, per that Land Agreements, the City agreed to prepare and submit an application requesting City Council approval of the Plat, and record the Plat with Hennepin County upon approval; and,

WHEREAS, the Plat, as presented, shall combine six (6) parcels owned by the Property Owner (PIDs #: 16-120-23-14-0015, 16-120-23-13-0007, 16-120-23-24-0006, 16-120-23-13-0003, 16-120-23-13-0002, 16-120-23-14-0002) and one (1) parcel owned by the City (PID #: 15-120-23-23-0008) and create seven (7) outlots, identified as Outlots A through G, totaling 126.8 acres, all to be owned by the Property Owner per the Land Agreements; and,

WHEREAS, on December 18, 2018 the Planning Commission (“Commission”) conducted a public hearing to receive public comment on the proposed Plat; and,

WHEREAS, the Commission continued the public hearing to the special City Council meeting on December 26, 2018; and,

WHEREAS, no public comment was received related to the Plat, and the City Council recommended approval of the Plat as presented.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat and Final Plat are hereby approved for Edgewater Second Addition of the Laurel Creek development.

BE IT FUTHER RESOLVED, the City Clerk shall file the Final Plat to Hennepin County for recording.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 26th day of December, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Existing Legal Description

That part of the Northwest Quarter of Section 15, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the southwest corner of said Northwest Quarter; thence South 89 degrees 12 minutes 21 seconds East, assumed bearing, along the south line of said Northwest Quarter a distance of 83.06 feet; thence North 20 degrees 31 minutes 20 seconds East 491 .64 feet; thence North 61 degrees 59 minutes 32 seconds West 29.24 feet; thence westerly along a tangential curve concave to the south, radius 940.00 feet, central angle 15 degrees 16 minutes 10 seconds, 250.51 feet to the west line of said Northwest Quarter; thence South 00 degrees 27 minutes 56 seconds East along the west line of said Northwest Quarter and along a line not tangent to said curve a distance of 559.99 feet to the point of beginning.

Also:

That part of the North $\frac{3}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Commencing at the intersection of the West line of the Northeast $\frac{1}{4}$ of Section 16 and the center line of Hennepin County State Aid Highway No. 144, Plat 52, according to the plat thereof on file or of record in the office of the County Recorder in and for said County; thence Northeasterly along said centerline 141.87 feet to the actual point of beginning of the land to be herein described; thence continue along said center line 135.46 feet to a point of tangency in said center line; thence North 44 degrees 20 minutes 08 seconds East along said center line a distance of 15.00 feet; thence South 45 degrees 39 minutes 52 seconds East a distance of 1689.24 feet to the South line of said North $\frac{3}{4}$; thence South 89 degrees 27 minutes 17 seconds West along the South line of said North $\frac{3}{4}$ a distance of 714.34 feet to its intersection with a line bearing South 29 degrees 07 minutes 27 seconds East from the actual point of beginning; thence North 29 degrees 07 minutes 27 seconds West 1243.44 feet to the actual point of beginning.

Also:

That part of the North Three-fourths of the Northeast Quarter (N $\frac{3}{4}$ NE $\frac{1}{4}$) in Section Sixteen (16), Township One Hundred Twenty (120), Range Twenty-three (23), Hennepin County, State of Minnesota, described as follows:

Beginning at the intersection of the West line of the Northeast Quarter (NE $\frac{1}{4}$) and the center line of County Highway, No. 144; thence Northeasterly along said center line a distance of 141.87 feet; thence South 29 degrees 07 minutes 27 seconds East a distance of 1243.44 feet to South line of said North Three-fourths (N $\frac{3}{4}$); thence South 89 degrees 27 minutes 17 seconds West along said South line 715 feet to the Southwest corner of said North Three-fourths (N $\frac{3}{4}$); thence North 0 degrees 25 minutes 30 seconds West along the West line thereof a distance of 1013.45 feet to the point of beginning, excepting road.

Also:

That part of the NE $\frac{1}{4}$ Section 16, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Commencing at the intersection of the West line of NE $\frac{1}{4}$ of Section 16 and the center line of Hennepin County State Aid Highway No. 144, Plat 52, according to the plat thereof on file or of record in the office of the County Recorder and for said County; thence Northeasterly along said centerline 277.33 feet to a point of tangency in said center line; thence North 44 degrees 20 minutes 08 seconds East along said center line a distance of 15.00 feet to a point hereinafter referred to as "Point A"; thence continue North 44 degrees 20 minutes 08 seconds East along said center line 569.29 feet; thence South 45 degrees 39 minutes 52 seconds East 800.00 feet to the actual point of beginning of the land to be described; thence South 45 degrees 39 minutes 52 seconds East 1462.30 feet to the South line of the North $\frac{3}{4}$ of said NE $\frac{1}{4}$; thence South 89 degrees 27 minutes 17 seconds West along said South line 806.77 feet to its intersection with a line bearing South 45 degrees 39 minutes 52 seconds East from the aforementioned "Point A"; thence North 45 degrees 39 minutes 52 seconds West 894.23 feet to the intersection with a line bearing South 44 degrees 20 minutes 08 seconds West from the actual point of beginning; thence North 44 degrees 20 minutes 08 seconds 569.29 feet to the actual point of beginning.

Also:

That part of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) lying Southerly of 141st Avenue North, AND that part of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) described as beginning at the intersection of the East line of the West 530 feet thereof and the shore of the Crow River; thence South along said East line to the center line of 141st Avenue North; thence Northeasterly along said center line to a point 250 feet Southwesterly as measured along said center line from its intersection with a line parallel with and 100 feet Southwesterly from a line running North 42 degrees 37 minutes West from a point in said center line distant 174.65 feet Southwesterly as measured along said center line from the East line of the Northwest Quarter (NW $\frac{1}{4}$); thence North 42 degrees 37 minutes West to the shore of the Crow River; thence Southwesterly along said shore to point of beginning, except roads; all in Section Sixteen (16), Township One Hundred Twenty (120), Range Twenty-three (23), Hennepin County, State of Minnesota.

Also:

Outlot I, EDGEWATER ADDITION, Hennepin County, Minnesota.

Also:

Outlot J, EDGEWATER ADDITION, Hennepin County, Minnesota.

Containing in all, 131.03 acres, more or less.

Proposed Legal Description

Outlots A, B, C, D, E, F and G, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

EDGEWATER SECOND ADDITION

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That City of Rogers, a Minnesota municipal corporation; and Dale and Marlene Scherber Family Limited Partnership, a Minnesota limited partnership, fee owners, of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

That part of the Northwest Quarter of Section 15, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the southwest corner of said Northwest Quarter; thence South 89 degrees 12 minutes 21 seconds East, assumed bearing, along the south line of said Northwest Quarter a distance of 83.06 feet; thence North 20 degrees 31 minutes 20 seconds East 491 .64 feet; thence North 61 degrees 59 minutes 32 seconds West 29.24 feet; thence westerly along a tangential curve concave to the south, radius 940.00 feet, central angle 15 degrees 16 minutes 10 seconds, 250.51 feet to the west line of said Northwest Quarter; thence South 00 degrees 27 minutes 56 seconds East along the west line of said Northwest Quarter and along a line not tangent to said curve a distance of 559.99 feet to the point of beginning.

ALSO:

That part of the North ¾ of the Northeast ¼ of Section 16, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Commencing at the intersection of the West line of the Northeast ¼ of Section 16 and the center line of Hennepin County State Aid Highway No. 144, Plat 52, according to the plat thereof on file or of record in the office of the County Recorder in and for said County; thence Northeasterly along said centerline 141.87 feet to the actual point of beginning of the land to be herein described; thence continue along said center line 135.46 feet to a point of tangency in said center line; thence North 44 degrees 20 minutes 08 seconds East along said center line a distance of 15.00 feet; thence South 45 degrees 39 minutes 52 seconds East a distance of 1689.24 feet to the South line of said North ¾; thence South 89 degrees 27 minutes 17 seconds West along the South line of said North ¾ a distance of 714.34 feet to its intersection with a line bearing South 29 degrees 07 minutes 27 seconds East from the actual point of beginning; thence North 29 degrees 07 minutes 27 seconds West 1243.44 feet to the actual point of beginning.

ALSO:

That part of the North Three-fourths of the Northeast Quarter (N ¾ NE ¼) in Section Sixteen (16), Township One Hundred Twenty (120), Range Twenty-three (23), Hennepin County, State of Minnesota, described as follows:

Beginning at the intersection of the West line of the Northeast Quarter (NE ¼) and the center line of County Highway, No. 144; thence Northeasterly along said center line a distance of 141.87 feet; thence South 29 degrees 07 minutes 27 seconds East a distance of 1243.44 feet to South line of said North Three-fourths (N ¾); thence South 89 degrees 27 minutes 17 seconds West along said South line 715 feet to the Southwest corner of said North Three-fourths (N ¾); thence North 0 degrees 25 minutes 30 seconds West along the West line thereof a distance of 1013.45 feet to the point of beginning, excepting road.

ALSO:

That part of the NE ¼ Section 16, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Commencing at the intersection of the West line of NE ¼ of Section 16 and the center line of Hennepin County State Aid Highway No. 144, Plat 52, according to the plat thereof on file or of record in the office of the County Recorder and for said County; thence Northeasterly along said centerline 277.33 feet to a point of tangency in said center line; thence North 44 degrees 20 minutes 08 seconds East along said center line a distance of 15.00 feet to a point hereinafter referred to as "Point A"; thence continue North 44 degrees 20 minutes 08 seconds East along said center line 569.29 feet; thence South 45 degrees 39 minutes 52 seconds East 800.00 feet to the actual point of beginning of the land to be described; thence South 45 degrees 39 minutes 52 seconds East 1462.30 feet to the South line of the North ¾ of said NE ¼; thence South 89 degrees 27 minutes 17 seconds West along said South line 806.77 feet to its intersection with a line bearing South 45 degrees 39 minutes 52 seconds East from the aforementioned "Point A"; thence North 45 degrees 39 minutes 52 seconds West 894.23 feet to the intersection with a line bearing South 44 degrees 20 minutes 08 seconds West from the actual point of beginning; thence North 44 degrees 20 minutes 08 seconds 569.29 fed to the actual point of beginning.

ALSO:

That part of the East Half of the Northwest Quarter (E ½ NW ¼) lying Southerly of 141st Avenue North, AND that part of the East Half of the Northwest Quarter (E ½ NW ¼) described as beginning at the intersection of the East line of the West 530 feet thereof and the shore of the Crow River; thence South along said East line to the center line of 141st Avenue North; thence Northeasterly along said center line to a point 250 feet Southwesterly as measured along said center line from its intersection with a line parallel with and 100 feet Southwesterly from a line running North 42 degrees 37 minutes West from a point in said center line distant 174.65 feet Southwesterly as measured along said center line from the East line of the Northwest Quarter (NW ¼); thence North 42 degrees 37 minutes West to the shore of the Crow River; thence Southwesterly along said shore to point of beginning, except roads; all in Section Sixteen (16), Township One Hundred Twenty (120), Range Twenty-three (23), Hennepin County, State of Minnesota.

ALSO:

Outlot I, EDGEWATER ADDITION, Hennepin County, Minnesota.

ALSO:

Outlot J, EDGEWATER ADDITION, Hennepin County, Minnesota.

Containing in all, 131.03 acres, more or less.

Have caused the same to be surveyed and platted as EDGEWATER SECOND ADDITION, and do hereby dedicate to the public for public use forever the public way, and do also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said City of Rogers, a Minnesota municipal corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

City of Rogers

By: _____, as _____

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Minnesota Notary Printed Name
My Commission Expires _____

In witness whereof said Dale and Marlene Scherber Family Limited Partnership, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Dale and Marlene Scherber Family Limited Partnership

By: _____, as _____

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of Dale and Marlene Scherber Family Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.

Notary Public, _____ County, Minnesota Notary Printed Name
My Commission Expires _____

I Kyle L. Klasen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this Plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Kyle L. Klasen, Licensed Land Surveyor,
Minnesota License No. 44606

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kyle L. Klasen, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota Notary Printed Name
My Commission Expires _____

ROGERS, MINNESOTA

This plat of EDGEWATER SECOND ADDITION was approved and accepted by the City Council of Rogers, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30-day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

City Council, Rogers, Minnesota

By: _____ Mayor By: _____ Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Mark V. Chapin, County Auditor

By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor

By: _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

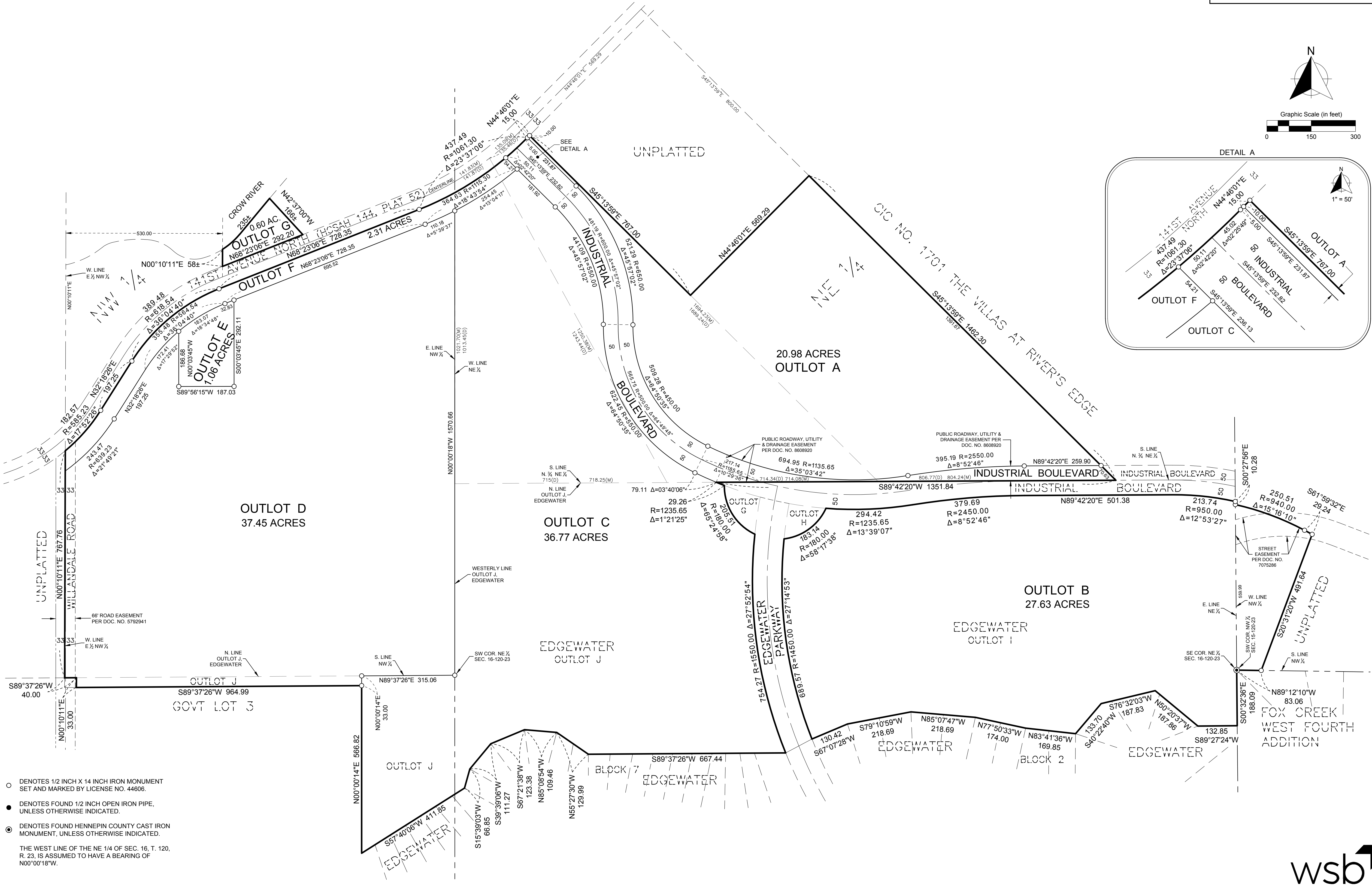
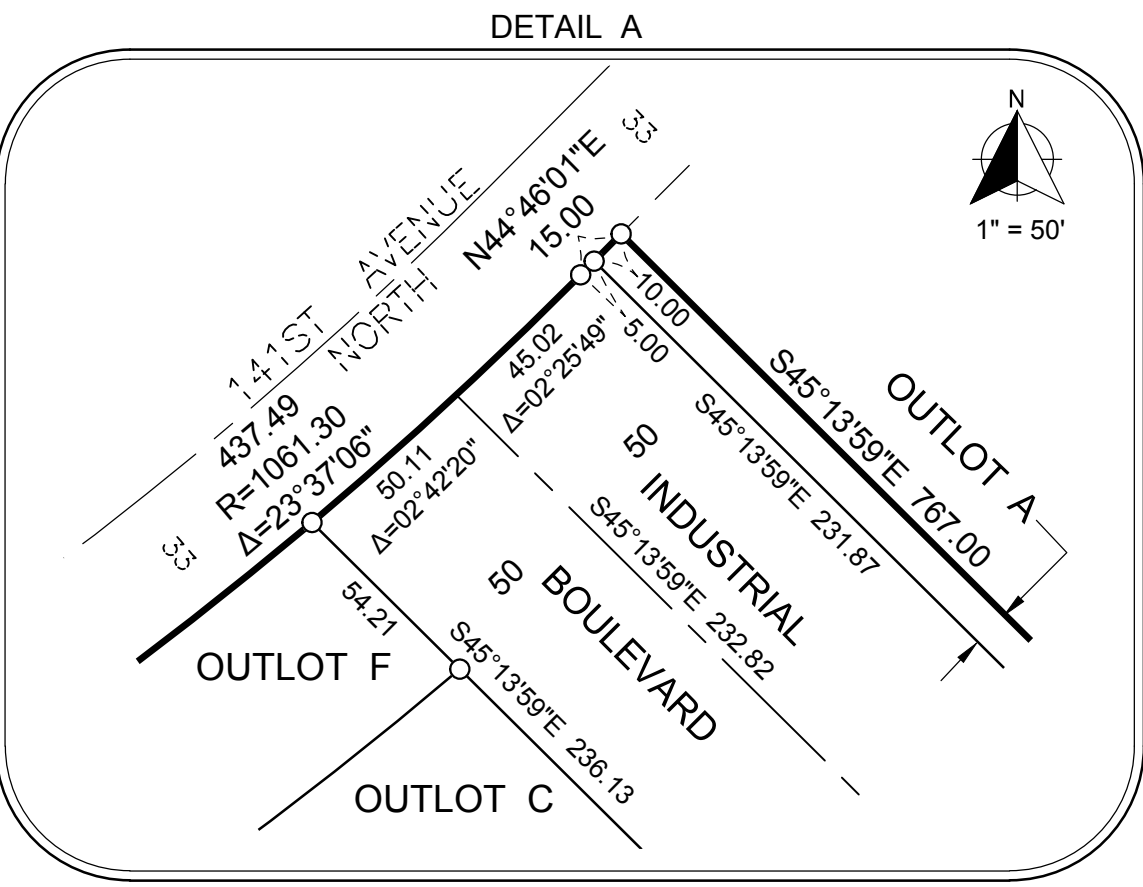
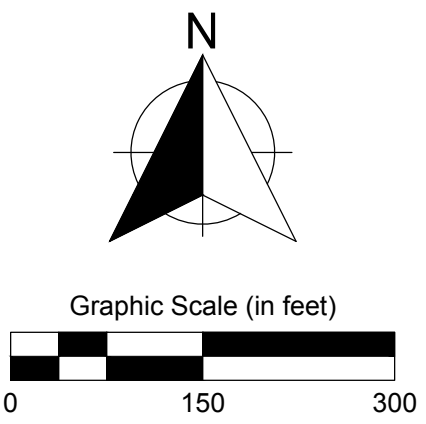
I hereby certify that the within plat of EDGEWATER SECOND ADDITION was filed in this office this _____ day of _____, 20____, at _____ o'clock _____.M.

Martin McCormick, Registrar of Titles

By: _____, Deputy

EDGEWATER SECOND ADDITION

R.T. DOC. NO. _____



PRELIMINARY PLAT OF:
EDGEWATER SECOND ADDITION

PROPERTY DESCRIPTION

That part of the Northwest Quarter of Section 15, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the southwest corner of said Northwest Quarter; thence South 89 degrees 12 minutes 21 seconds East, assumed bearing, along the south line of said Northwest Quarter a distance of 83.06 feet; thence North 20 degrees 31 minutes 20 seconds East 491.64 feet; thence North 61 degrees 59 minutes 32 seconds West 29.24 feet; thence westerly along a tangential curve concave to the south, radius 940.00 feet, central angle 15 degrees 16 minutes 10 seconds, 250.51 feet to the west line of said Northwest Quarter; thence South 00 degrees 27 minutes 56 seconds East along the west line of said Northwest Quarter and along a line not tangent to said curve a distance of 559.99 feet to the point of beginning.

ALSO:

That part of the North ¼ of the Northeast ¼ of Section 16, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Commencing at the intersection of the West line of the Northeast ¼ of Section 16 and the center line of Hennepin County State Aid Highway No. 144, Plat 52, according to the plat thereof on file or of record in the office of the County Recorder in and for said County; thence Northeasterly along said centerline 141.87 feet to the actual point of beginning of the land to be herein described; thence continue along said center line 135.46 feet to a point of tangency in said center line; thence North 44 degrees 20 minutes 08 seconds East along said center line a distance of 15.00 feet; thence South 45 degrees 39 minutes 52 seconds East a distance of 1689.24 feet to the South line of said North ¼; thence South 89 degrees 27 minutes 17 seconds West along the South line of said North ¼ a distance of 714.34 feet to its intersection with a line bearing South 29 degrees 07 minutes 27 seconds East from the actual point of beginning; thence North 29 degrees 07 minutes 27 seconds West 1243.44 feet to the actual point of beginning.

ALSO:

That part of the North Three-fourths of the Northeast Quarter (N ¾ NE ¼) in Section Sixteen (16), Township One Hundred Twenty (120), Range Twenty-three (23), Hennepin County, State of Minnesota, described as follows:

Beginning at the intersection of the West line of the Northeast Quarter (NE ¼) and the center line of County Highway, No. 144; thence Northeasterly along said center line a distance of 141.87 feet; thence South 29 degrees 07 minutes 27 seconds East a distance of 1243.44 feet to South line of said North Three-fourths (N ¾); thence South 89 degrees 27 minutes 17 seconds West along said South line 715 feet to the Southwest corner of said North Three-fourths (N ¾); thence North 0 degrees 25 minutes 30 seconds West along the West line thereof a distance of 1013.45 feet to the point of beginning, excepting road.

ALSO:

That part of the NE ¼ Section 16, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Commencing at the intersection of the West line of NE ¼ of Section 16 and the center line of Hennepin County State Aid Highway No. 144, Plat 52, according to the plat thereof on file or of record in the office of the County Recorder and for said County; thence Northeasterly along said centerline 277.33 feet to a point of tangency in said center line; thence North 44 degrees 20 minutes 08 seconds East along said center line a distance of 15.00 feet to a point hereinafter referred to as "Point A"; thence continue North 44 degrees 20 minutes 08 seconds East along said center line 569.29 feet; thence South 45 degrees 39 minutes 52 seconds East 800.00 feet to the actual point of beginning of the land to be described; thence South 45 degrees 39 minutes 52 seconds East 1462.30 feet to the South line of the North ¼ of said NE ¼; thence South 89 degrees 27 minutes 17 seconds West along said South line 806.77 feet to its intersection with a line bearing South 45 degrees 39 minutes 52 seconds East from the aforementioned "Point A"; thence North 45 degrees 39 minutes 52 seconds West 894.23 feet to the intersection with a line bearing South 44 degrees 20 minutes 08 seconds West from the actual point of beginning; thence North 44 degrees 20 minutes 08 seconds 569.29 fed to the actual point of beginning.

ALSO:

That part of the East Half of the Northwest Quarter (E ½ NW ¼) lying Southerly of 141st Avenue North, AND that part of the East Half of the Northwest Quarter (E ½ NW ¼) described as beginning at the intersection of the East line of the West 530 feet thereof and the shore of the Crow River; thence South along said East line to the center line of 141st Avenue North; thence Northeasterly along said center line to a point 250 feet Southwesterly as measured along said center line from its intersection with a line parallel with and 100 feet Southwesterly from a line running North 42 degrees 37 minutes West from a point in said center line distant 174.65 feet Southwesterly as measured along said center line from the East line of the Northwest Quarter (NW ¼); thence North 42 degrees 37 minutes West to the shore of the Crow River; thence Southwesterly along said shore to point of beginning, except roads; all in Section Sixteen (16), Township One Hundred Twenty (120), Range Twenty-three (23), Hennepin County, State of Minnesota.

ALSO:

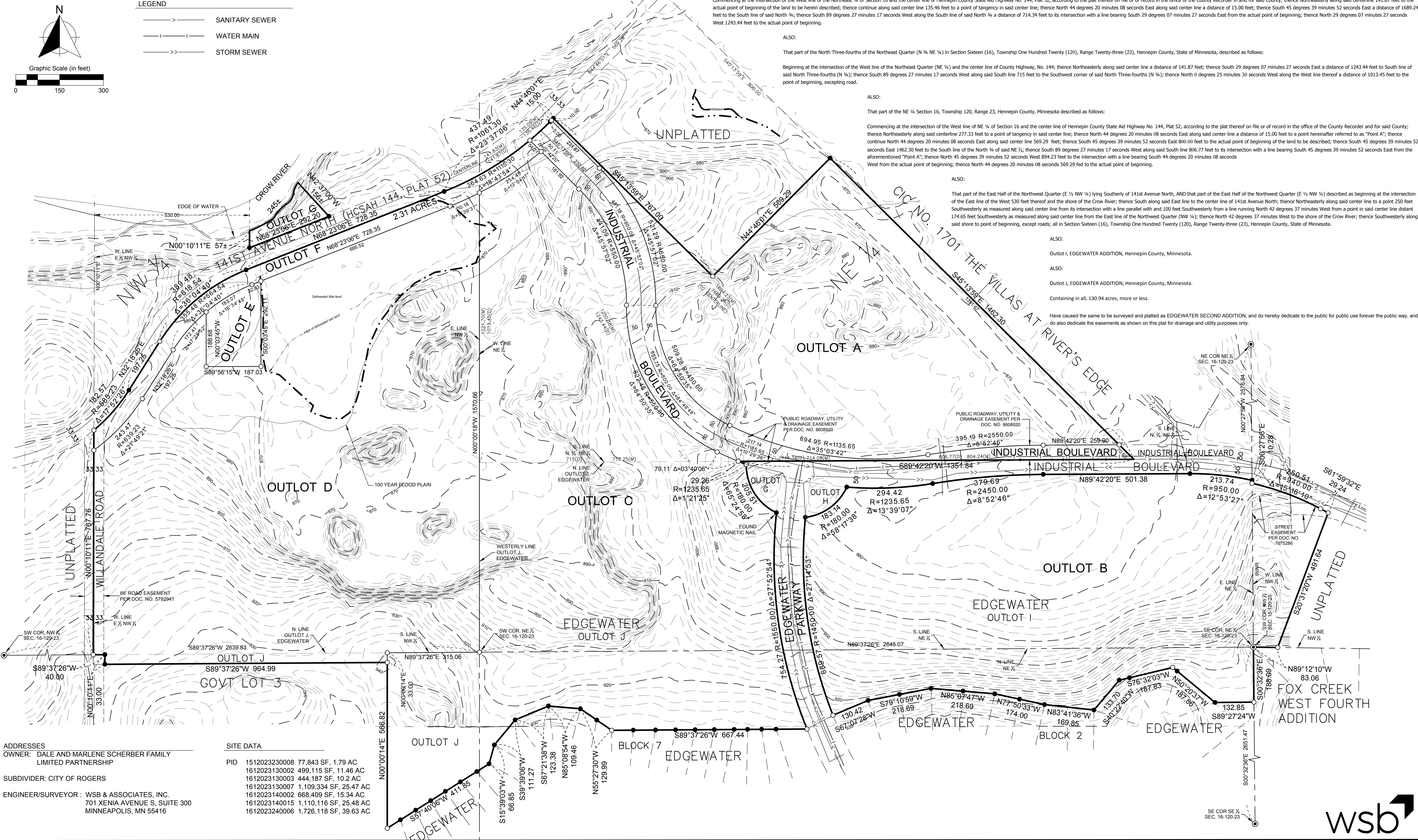
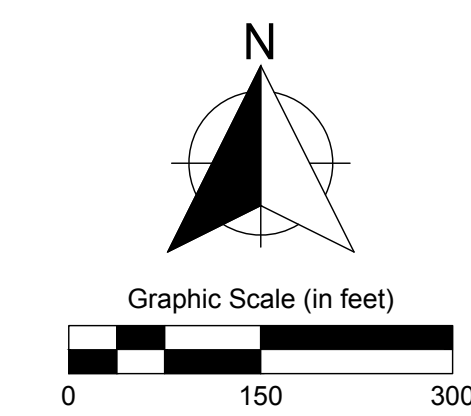
Outlot I, EDGEWATER ADDITION, Hennepin County, Minnesota.

ALSO:

Outlot J, EDGEWATER ADDITION, Hennepin County, Minnesota.

Containing in all, 130.94 acres, more or less.

Have caused the same to be surveyed and platted as EDGEWATER SECOND ADDITION, and do hereby dedicate to the public for public use forever the public way, and do also dedicate the easements as shown on this plat for drainage and utility purposes only.



ADDRESSES
OWNER: DALE AND MARLENE SCHERBER FAMILY LIMITED PARTNERSHIP

SUBDIVIDER: CITY OF ROGERS

ENGINEER/SURVEYOR : WSB & ASSOCIATES, INC.
701 XENIA AVENUE S, SUITE 300
MINNEAPOLIS, MN 55416

SITE DATA	
PID	1512023230008 77,843 SF, 1.79 AC
	1612023130002 499,115 SF, 11.46 AC
	1612023130003 444,187 SF, 10.2 AC
	1612023130007 1,109,334 SF, 25.47 AC
	1612023140002 668,409 SF, 15.34 AC
	1612023140015 1,110,116 SF, 25.48 AC
	1612023240006 1,726,118 SF, 39.63 AC



REQUEST FOR ACTION ROGERS CITY COUNCIL

Meeting Date: December 26, 2018

Agenda Item: No. 7.1

Subject: Items Relating to a Request from Lennar Corporation:

Prepared By: Jason Ziemer, City Planner / Community Development Coordinator

Recommended City Council Action

Motion to approve Resolution No. 2018-114, the Final Plat for the Laurel Creek 3rd Addition and approve the Phase 3 Subdivision Development Agreement. Staff recommends approval of the Final Plat, and Development Agreement pending final agreement by Lennar.

Overview / Background

U.S. House Corporation, dba Lennar, has submitted a land use application, requesting City approval of Final Plat for Phase 3 of the Laurel Creek development, known as Laurel Creek 3rd Addition. Laurel Creek was originally approved as a 475 mixed unit residential development east of Brockton Lane and south of Territorial Road (County Road 159).

The City Council completed its review of the development on April 11, 2017, approving a rezoning to Planned Unit Development (PUD), the Preliminary Plat for the development, and Final Plat for Phase 1, known as Laurel Creek. The development was approved with a Phasing Plan of five (5) phases from 2017 through 2022. The original phase was platted and approved for 79 lots. The phasing plan was updated with the 2nd Addition, and was revised again for the 3rd Addition.

The application for final plat for Laurel Creek 3rd Addition was submitted by Lennar on November 7, 2018. The Phase 3 plan includes 86 total lots as part of the Final Plat.

Primary Issues to Consider

1. Land Use and Zoning
2. Plat Standards & Requirements
3. Planned Unit Development Standards
4. Revised Phasing Plan
5. Phase 3 Subdivision Development Agreement

Analysis of Primary Issues

1. Land Use and Zoning

Laurel Creek was originally approved as a 475 mixed unit residential development on 316 acres west of Brockton Lane and south of Territorial Road (County Road 159). The development includes 147 acres of wetland and buffer areas, and 18 acres preserved as passive or active spaces, including 2 acres for a park. The City Council approved a re-zoning of the property to Planned Unit Development (PUD) on April 11, 2017. The Final Plat for Phase 1, totaling 79 lots, was approved on July 25, 2017; the Final Plat for Phase 2, totaling 136 lots, was approved on February 13, 2018. All of the rowhomes and quad

homes were approved with Phase 1 and Phase 2.

The majority of the 300+ acre development area was re-guided as *Single-Family Residential*, which has an expected density of 2 units/acre to 5 units/acre. That amendment to the Rogers Comprehensive Plan was approved by the Metropolitan Council on August 23, 2017. On December 22, 2016, the City Council approved a Comprehensive Plan amendment to the 11-acre triangular area, known as Outlot A, Justen Addition, to *Mid Density Residential*. This Comprehensive Plan designation has an expected density of 5 units/acre to 10 units/acre. Administrative approval was given by the Metropolitan Council for that change on June 1, 2017. The estimated density for the overall development was calculated at 3.3 units/acre.

The Metropolitan Council classifies Rogers as an *Emerging Suburban Edge* community, which has a minimum average net density requirement of 3 units/acre to 5 units/acre. Approval of the Laurel Creek development resulted in an average net density of 3.0 units/acre for Rogers.

All necessary Land Use and Zoning issues were addressed with the original application as approved last year; nothing additional is requested or required with Phase 3 (3rd Addition).

Land Use and Zoning conditions are satisfied.

2. Plat Standards & Requirements

In addition to the standard platting conditions necessary for proof of plat and recording purposes, Lennar was required to submit the following documents in accordance with City Code Section 121-34 (b) of the City Code: title opinion, Homeowner's Association (HOA) and protective covenants. All documents were received with the Phase 2 application. Lennar has recorded all HOA and protective covenant documents with Hennepin County.

Plat Standards & Requirements as required by City Code are satisfied.

3. Planned Unit Development Standards

Based on the Master PUD Agreement, the approved lot standards for the development are as follows:

	Width (Min)	Depth (Min)	Area (Min)	Front Yard	Rear Yard	Street Side	Side Yard	Home Height
Single Family	65'	130'	8450sf	25'	30'	15'	7.5'	35'
Villa	55'	130'	7150sf	25'	30'	15'	7.5'	35'

Total Lots: Development shall include 86 total residential lots, including 69 Single-Family lots and 17 Villa lots.

Lot Dimensions: All lots to be platted with the proposed 3rd Addition Final Plat meet the approved lot standards described above. Lot widths are measured at the Front Yard setback. A random sample of lots showing less than the required width at the street were measured for conformance to lot widths.

Outlots & Easements: The Final Plat for the 3rd Addition includes 7 outlots. All outlots, except for Outlot G shall remain under HOA control for maintenance; Outlot G shall fall to the City for maintenance. Easements have been provided for drainage and utility, and have been reviewed by Public Works and

Engineering staff.

Wetlands: The wetland delineation was completed as part of the overall development review. No wetland impacts are anticipated with the Phase 3.

Building Materials: Building materials for the development shall remain as approved with the overall development. As noted above, all HOA and protective covenant documents that guide such standards have been recorded with the County and provided to the City.

Trees & Landscaping: The landscaping plan for tree replacement is consistent with the original development plan approved by the City in 2017. Although City standards require a certain number and type of trees per lot created, lot dimensions prohibited fulfillment of those requirements. An exception was granted by the City, allowing Lennar to meet the requirements by planting trees in public areas and HOA maintained property. Thus, Lennar has exceed the required number of total trees for the overall development. A final as-built landscape plan shall be provided by Lennar to the City upon completion of the entire development.

Parking: Zoning code section §125-313(c)(7) for single-family dwelling units requires two spaces per dwelling unit. All residential units proposed with the development shall include two-stall garages and driveways, enabling the developer to meet the parking requirement.

Planned Unit Development standards as required by zoning code and/or the Master PUD Agreement between the City and Lennar are satisfied.

4. Revised Phasing Plan

Similar to the previous two phases, Lennar has submitted a revised Phasing Plan for Laurel Creek 3rd Addition. The revised Phasing Plan shows Lennar constructing 86 units vs. 47 units noted previously. The previous and current Phasing Plans are attached.

With Phase 3 of the Laurel Creek development, and as shown in the Phasing Plan, Lennar is proposing a reduced lot count from 475 to 474 total units. The resulting final alignment of the County Road 117 (CR117) extension resulted in the loss of that one (1) lot. The Master Agreement grants some development flexibility to Lennar to construct up to 475 total lots. The City Attorney concurs with City staff opinion that the reduced lot count satisfies the intent of the Master Agreement, and does not require an amendment to the Master Agreement at this time.

The CR117 extension connects the development at its southern-most point to Brockton Lane. Per the Master Agreement, Lennar is paying for up to \$1.5 million toward the construction of this roadway.

5. Phase 3 Subdivision Development Agreement

The terms of the Phase 3 Subdivision Development Agreement specifically addresses the 3rd Addition and is consistent with terms of the Phase 1 and Phase 2 Agreements. As referenced above there is also a Master Agreement for the entire development.

As described therein, the Phase 3 Agreement documents the approval of the Final Plat for the Laurel Creek 3rd Addition for 86 total lots, which shall consist of 69 single-family lots and 17 villa lots. Platting fees and financial securities tied to Phase 3 of the development are also included and contained within

Exhibit B.

The Development Agreement was reviewed with Lennar representatives during a December 11 meeting. A final version of that agreement was emailed to them on December 17 for final review.

Staff Recommendation

There are two (2) recommended action items before the City Council: approve the Final Plat for the Laurel Creek 3rd Addition and approve the Phase 3 Subdivision Development Agreement. Staff recommends approval of the Final Plat, and Development Agreement pending final agreement by Lennar.

ATTACHMENTS:

Description

Resolution 2018-114 Final Plat Laurel Creek 3rd Addition

Draft_Phase 3 Subdivision Agreement_Laurel Creek_ 12-26-2018

Final Plat_Laurel Creek 3rd Addition_11-13-2018

Updated Phasing Plan_Laurel Creek_12-05-2018

Updated Phasing Plan_Laurel Creek_12-07-2017

Map_Reduced Lot Count_12-14-2018

RESOLUTION NO. 2018 - 114

**A RESOLUTION GRANTING FINAL PLAT APPROVAL
FOR LAUREL CREEK 3RD ADDITION**

WHEREAS, U.S. House Corporation, dba Lennar Corporation (“Applicant”), has submitted application to the City of Rogers (“City”), requesting Final Plat approval of the 3rd Addition (“Phase 3”) of Laurel Creek (“Development”); and,

WHEREAS, the Development was originally planned as a 475 mixed unit residential development on 316 acres west of Brockton Lane North/County Road 101 and south of Territorial Road/County Road 159; and,

WHEREAS, a revised Phasing Plan, submitted by the Applicant, shows a revised unit count to a total of 474 residential units due to the pending construction of the County Road 117 extension; and,

WHEREAS, on April 11, 2017 the Council approved the Preliminary Plat for the Development, per Resolution No. 2017-25; and,

WHEREAS, the Council on July 25, 2017, per Resolution No. 2017-50, approved the Final Plat for the 1st Addition for the Development for 79 total residential lots, and on February 13, 2018, per Resolution No. 2018-08, approved the Final Plat for the 2nd Addition for the Development for 136 total residential lots; and

WHEREAS, the proposed Final Plat for Phase 3 is consistent with 2030 Comprehensive Plan for the City and the requirements of the applicable Preliminary Plat and PUD as described in the Master PUD Development Agreement approved by the Council on July 25, 2017; and,

WHEREAS, the proposed Final Plat for Phase 3 of the Development shall consist of 86 total residential lots, including 69 Single-Family lots and 17 Villa lots.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat is hereby approved for the 3rd Addition of the Laurel Creek development.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 26th day of December, 2018.

Rick Ihli, Mayor

ATTEST:

Stacy Scharber, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Existing Legal Description

Outlot R, LAUREL CREEK 2ND ADDITION, (Abstract)

Together with:

Outlot T, LAUREL CREEK 2ND ADDITION, (Abstract)

Together with:

Outlot BB, LAUREL CREEK 2ND ADDITION, (Abstract)

Together with:

Outlots CC, LAUREL CREEK, (Abstract)

Proposed Legal Description

Lots 1 thru 23 inclusive, Block 1; Lots 1 thru 14 inclusive, Block 2; Lots 1 thru 32 inclusive, Block 3; Lots 1 thru 7 inclusive, Block 4; Lots 1 thru 3 inclusive, Block 5; Lots 1 thru 3 inclusive, Block 6; Lots 1 thru 4 inclusive, Block 7 of Outlots A, B, C, D, E, F and G, LAUREL CREEK 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

Torrens
Cert. #

SUBDIVISION AGREEMENT

LAUREL CREEK

3RD ADDITION

THIS AGREEMENT is made this 26th day of December, 2018, by and between the City of Rogers, a municipal corporation under the laws of Minnesota (the “City”) and US Home Corporation dba Lennar, a Delaware Corporation (the “Developer”).

RECITALS

A. The City and the Developer entered into a Master PUD Development Agreement (“Master Agreement”) dated October 20, 2017, which was recorded on November 1, 2017 with the Office of the Registrar of Titles for Hennepin County as Document No. T05487390 and with the Office of the Hennepin County Recorder as Document No. A10496176. The purpose of the Master Agreement was to set forth the general rights, obligations and duties of the City and the Developer with respect to the development in the City of a residential subdivision, commonly known as “Laurel Creek.” The Master Agreement provided that the City and the Developer would enter into future Subdivision Agreements as each phase of Laurel Creek was developed.

B This Subdivision Agreement applies to Phase 3 of Laurel Creek which consists of 33.37 net acres described as Laurel Creek 3rd Addition, according to the recorded plat thereof (“Property” or “Subject Property”) and legally described as attached in Exhibit A.

C. Development of the Property consists of 69 Single-Family lots and 17 Villa lots, as more specifically set forth in Exhibit D. The Final Plat also includes seven (7) outlots.

D. Pursuant to an approved Preliminary Plat for development of Laurel Creek by Resolution No. 2017-25, adopted April 11, 2017; the City Council approved the Final Plat for development of Laurel Creek 3rd Addition by Resolution No. 2018-113, adopted December 26, 2018 (collectively, the “City Approvals”). The terms and conditions of the City Approvals and the Master Agreement are incorporated into this Subdivision Agreement by reference. Development of the Property shall be in conformance with the Master Agreement, City Code, and City Approvals.

F. The City and the Developer now desire to enter into this Subdivision Agreement (“Subdivision Agreement” or “Agreement”) setting forth certain requirements and obligations relating to the development of the Subject Property, including but not limited to the execution and recording of certain instruments.

G. The City requires that the Developer perform work and install certain on and off-site improvements within the Subject Property, which work and improvements typically consist of the streets, utilities, lighting, grading, boulevard landscaping, drainage swales, erosion control, street cleaning, and front yard trees, wetland buffer, which improvements to the Subject Property shall be referred to herein as the “Improvements.”

AGREEMENT

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS

1.01. Developer Responsible. Before commencing construction of the Improvements, the Developer shall submit its plans and specifications to the City for the City’s review and approval, with such approval being provided in writing to the Developer. Developer agrees to construct and fully pay for the Improvements required for development of the Property, as described in plans and specifications approved by of the City Engineer (“Approved Plans”). For the purpose of this Agreement, the Approved Plans shall include the final Grading and Utility Plan Sets dated December 19, 2018 and approved by the City Engineer on December 19, 2018, as more specifically set forth on Exhibit C. The Improvements and estimated costs are listed in the attached Exhibit B. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. A copy of the Approved Plans must be filed with the Public Works Director prior to commencement of construction of the Improvements. Prior to beginning construction, the Developer or the Developer’s engineer will schedule a preconstruction meeting with all parties concerned, including City staff and engineers to review the program for construction work. All labor and work will be done and performed in the best and most worker-like manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director.

1.02. Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for construction inspection. Developer must notify the Public Works Director at least 48 hours in advance, not including weekend days or holidays, for inspection service or scheduling of tests to be performed. Costs incurred by the City for the inspection activities

will be recovered through the escrow described in Article Two.

1.03. Unsatisfactory Labor or Material. In the event that the Public Works Director rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer. In the event that the Public Works Director rejects as defective or unsuitable any labor supplied by the Developer, then the labor must be completed again to the specifications and with the approval of the Public Works Director at the sole cost and expense of the Developer.

1.04. Records. Upon request by the Public Works Director, Developer will provide requested copies of bids, change orders, suppliers, subcontractors, or related matters, relating to the work to be performed by the Developer.

1.05. Final Inspection/Acceptance. Upon completion of all work required by the Public Works Director, the Public Works Director and representatives of the Developer's contractor and/or engineer will promptly make a final inspection of the work. Before final payment is made to the contractor by the Developer, the Public Works Director shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans, and the Developer's engineer shall submit a written statement attesting to the same. The final approval and acceptance of the development and Improvements shall be in writing from the City. The City will not unreasonably delay action on such resolution. The written approval and acceptance will also accept any Improvements which are to be transferred to the City upon proper completion.

1.06. As-built Plans. Upon completion of the work, the Developer shall provide the City with: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CADD format, for City records.

1.07. Maintenance Bond. The Developer and/or its contractor shall be required to furnish the City a two (2) year maintenance bond guaranteeing all Improvements that are transferred to the City. The maintenance bond shall be provided to the City upon final inspection/acceptance of said Improvements

1.08. Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors or assigns. In the event the Developer fails to maintain or repair the damaged public property referred to aforesaid, after first receiving 72 hours written notice of the nature of the default or damage, the City may undertake making or causing it to be repaired or maintained. The City may draw down on the escrow, Letter of Credit or any other cash deposits made by Developer to pay such costs.

1.09. Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the Improvements until such are completed and accepted by the City. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed upon Developer by this paragraph.

1.10. Demolition. The Developer shall obtain all required permits and approvals and thereafter remove the existing structures on the Subject Property prior to commencement of the Improvements.

EASEMENT; RIGHT OF ENTRY

1.11. To the Developer. The City grants to the Developer a temporary easement over, under and across the rights-of-way dedicated to the public in the Laurel Creek 3rd Addition Final Plat for purpose of construction of the Improvements. The easement will commence with the filing of the Final Plat with Hennepin County, and shall terminate upon acceptance of the Improvements by the City.

1.12. To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City. The right of entry conveyed by the Developer to the City shall continue until the City accepts the Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

1.13. The Developer shall provide an easement over the locations that will have utilities installed in prior to the filing of the plat. These utility corridors shall be 100' wide, centered on the sanitary sewer system. The installation shall be by the Developer's contractor, so no other access easements shall be necessary. These easements can be vacated when the plat is filed.

ARTICLE TWO FINANCIAL GUARANTY AND REQUIRED PAYMENTS

2.01. Development Costs. All fees and costs as further set out in Exhibit B must be paid in full to the City prior to the delivery of the plat to Developer for recording.

2.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable letter of credit ("Security"), approved by the City Attorney, in the amount of 125% of the estimated project costs for the Improvements as set forth in Exhibit B. The Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security. Failure of the Developer to post a substitute Security within five (5) days after notice by the City shall constitute a default that shall be grounds for drawing on the letter of credit. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10% of the original amount until

all work required of the Developer by this Agreement has been completed and accepted by the City. Upon failure of the Developer to perform, the City may declare the Agreement to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security letter of credit provided by Developer shall be in compliance with the Letter of Credit policy of the City which Developer acknowledges receipt of a copy.

2.03. Escrow. A cash escrow has been submitted to the City as evidenced by an Escrow Receipt Form. The Developer shall submit additional escrow as required by Exhibit B. This escrow is to be used by the City staff to charge costs of services or materials in connection activities required under this Agreement as set forth on the attached Exhibit B. In the event the escrow amount is insufficient, developer shall pay additional escrow as determined by the City. Developer shall pay additional escrow as determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security letter of credit pursuant to Section 2.02 or to issue the Developer a stop work order. A new Escrow Receipt Form must be completed when replenishing the escrow and to insure that contact information on the new Escrow Receipt Form is the same as the original escrow form. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form.

ARTICLE THREE OTHER REQUIREMENTS

3.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor or subcontractor, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement to be performed by the Developer. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees. The Developer further agrees that it will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

3.02. Insurance. The Developer must keep the insurance in force at all times that construction on the development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or

property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.
- b) Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c) Worker's compensation insurance, with statutory coverage, if applicable.
- d) Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

"Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give 30 days written notice of cancellation or termination to the Certificate Holder."

3.03. Building Permits and Occupancy. Except as otherwise provided for in the Master Agreement, no building permits shall be issued until the final plat is recorded and a receipt of said recording is provided to the City. And, no building permits will be issued for construction of dwelling units in the subdivision until aggregate base course for streets is in place and recommended for acceptance by the Public Works Director. No occupancy of any newly constructed building in said plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official. The Developer shall maintain reasonable access to any occupied house within said addition, including necessary street maintenance such as grading and graveling and snow removal prior to permanent street surfacing and acceptance of the streets by the City.

3.04. Underground Utilities. The Developer shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the development. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer or the utility company. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

3.05. Street Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the

Developer, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the escrow, letters of credit or any other cash deposit to pay such costs.

3.06. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved by the City, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday. The Developer shall provide dust control to the satisfaction of the City Engineer.

3.07. Street Signs, Lighting, and Mailboxes. The Developer shall be financially responsible for the cost of street identification signs and street lighting as required in the Master Agreement. Developer is required to supply and install cluster mailboxes as approved by the City and for which such placement must be approved by the USPS Postmaster.

3.08. Erosion Control. Developer shall be responsible for compliance with an approved erosion control plan. Then Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not, within the stated time period, respond to said unsatisfactory condition, City has the right to enter upon the property and correct said condition. City shall be entitled to all of its costs and expenses including, but not limited to legal, fiscal and engineering. City may draw on Developer's financial escrow and Security Letter of Credit.

3.09. Other Approvals. In addition to the City approvals, other governmental agencies have reviewed and approved components of the Plans. It is the responsibility of the Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements.

3.10. Final Plat. The Developer shall deliver the final plat for Laurel Creek 3rd Addition to the land records office for Hennepin County, Minnesota within 30 days of its release by the City to the Developer. The Developer shall pay for all filing and recording fees.

3.11. Additional Work or Materials. All work that Developer is required to perform pursuant to this Agreement shall be done at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished, except as otherwise provided for in the Master Agreement.

3.12. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in the Final Plat Resolution No. 2018-113 as approved by the City Council on December 26, 2018.

ARTICLE FOUR DEFAULT AND REMEDIES

4.01. Default by Developer. In the event of default by the Developer as to any of the work to be performed hereunder by the Developer, its successors or assigns, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance. The City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against the Developer to collect the sums covered by this Agreement and/or draw upon the financial guaranty posted in conformance with paragraphs 2.02 of this Agreement. In the event the City draws from the financial guaranty sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

4.02. Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates.

4.03. Denial of Permits. Breach of any term of this Agreement by the Developer or failure to comply with City ordinances shall be grounds for denial of building or occupancy permits for buildings within the subdivision until such breach is corrected by the Developer.

4.04. Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

4.05. Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or the Master Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein.

ARTICLE FIVE MISCELLANEOUS PROVISIONS

5.01. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

5.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

5.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the plat of Laurel Creek

3rd Addition, the provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

5.04. Release. Upon completion and approval of all work required herein, including completion of the Improvements and acceptance of the Improvements to be transferred to the City, and satisfaction of all of the Developer's obligations under this Agreement, the City agrees to execute an instrument releasing all lots from the terms of this Agreement.

5.05. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

5.06. Notices. All notices, certificates or other communications required to be given to City, Developer or Developer hereunder shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

CITY:

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374
Telephone: (763) 428-2253
Attn: Steve Stahmer, City Administrator

DEVELOPER:

Lennar Corporation
16305 36th Ave No. Suite 600
Plymouth MN 55446
Attn: Joe Jablonski

The City and Developer, by notice given hereunder, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

5.07. No Third Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

5.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Subject Property.

5.09. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

5.10. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this

Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

5.11. Relationship with Master Agreement. This Agreement is intended to supplement the Master Agreement with respect to the Subject Property.

[Balance of this page intentionally left blank]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

**US HOMES CORPORATION
DBA LENNAR**

CITY OF ROGERS

By _____
Jon Aune
Division Vice President

By _____
Rick Ihli
Its Mayor

By _____
Stacy Scharber
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jon Aune, the Division Vice President of US Home Corporation dba Lennar, a Delaware Corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Rick Ihli and by Stacy Scharber, the Mayor and Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY LAUREL CREEK 3RD ADDITION

Lots 1 thru 23 inclusive, Block 1; Lots 1 thru 14 inclusive, Block 2; Lots 1 thru 32 inclusive, Block 3; Lots 1 thru 7 inclusive, Block 4; Lots 1 thru 3 inclusive, Block 5; Lots 1 thru 3 inclusive, Block 6; Lots 1 thru 4 inclusive, Block 7 of Outlots A, B, C, D, E, F and G, LAUREL CREEK 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT B

LENNAR / LAUREL CREEK DEVELOPMENT

**PHASE 3 DEVELOPMENT
FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES**

Exhibit B - Lennar/Laurel Creek Development

PHASE 3 DEVELOPMENT - costs/credits to be phased

2018 CURRENT YEAR PLATTING FEES

Acres:	\$	33.3737	
Units:	\$	-	Multi Family - Quad/townhomes
Units:	\$	86.00	Single Family - Villas
Lots:	\$	93.00	includes 7 outlots

I. Platting and Related Costs/Fees Owed:		Cost Per Acre/Unit/Lot	Cash	Notes
A.	Water Trunk	\$ 2,850.00	\$ 95,115.05	per acre
B.	Water Trunk Credit (2nd Addition Services - 116th Avenue)		\$ (12,422.00)	credit to developer
C.	Sanitary Sewer Trunk	\$ 2,400.00	\$ 80,096.88	per acre
D.	Storm Sewer Trunk	\$ 2,450.00	\$ 81,765.57	per acre
E.	Park Dedication	\$ 3,500.00	\$ 301,000.00	per unit
F.	Trail Trunk	\$ 400.00	\$ 34,400.00	per unit
G.	Lot Origination Fee	\$ 350.00	\$ 32,550.00	per lot
Total Fees/Credits:			\$ 612,505.49	
II. Improvement Related Costs:			Cash	Notes
A.	Administrative		\$ 72,900.00	3% of Constr-public improvements
B.	Development related transportation improvement cost		\$ 395,600.00	per AUAR, TIS, Master PUD
		Letter of Credit (LOC)	Cash Escrow	Notes
C.	Engineering			
	WSB - Onsite Field Inspection		\$ 230,000.00	City Engineer - contract
	WSB - Plan Review		\$ 10,000.00	City Engineer - contract
	Watershed Permit Fee		\$ -	City Engineer - contract
D.	Environmental - Kjolhaug		\$ 2,500.00	Wetland Engineer - contract
E.	Legal - Carson		\$ 5,000.00	City Attorney - contract
F.	Planning		\$ 1,500.00	City Planner
G.	Finance		\$ -	City not financing
H.	Site cleanup escrow		\$ -	
I.	Construction			
	1 WCA/Mitigation - credits		N/A	
	2 Site - grading	\$ 33,373.70		
	3 Storm Ponding - landscaping	\$ 30,000.00		
	4 Storm Ponding - erosion/seeding	\$ -		
	5 Street Improvements - curbcuts	\$ 1,100,000.00		public improvement
	6 Utility Improvements - storm sewer	\$ 630,000.00		public improvement
	7 Utility Improvements - water main	\$ 350,000.00		public improvement
	8 Sanitary Sewer	\$ 350,000.00		public improvement
Improvement Subtotals:		\$ 2,493,373.70	\$ 249,000.00	
III. LOC/Escrow/Fees required:		LOC*	Cash	
A.	Letter of Credit (LOC)	\$ 3,116,717.13		125% of LOC Subtotal
B.	Cash Escrow		\$ 273,900.00	110% of Cash Escrow Subtotal
C.	Fees		\$ 612,505.49	
D.	Administrative		\$ 72,900.00	
E.	Development related transportation improvement projects		\$ 395,600.00	
Total LOC and Cash required		\$ 3,116,717.13	\$ 1,354,905.49	

*additional 2 yr maintenance bond will also be required for landscaping (begins after construction on public improvements completed)

EXHIBIT C

APPROVED GRADING & UTILITY PLANS

EXHIBIT D
LAUREL CREEK PHASING PLAN

LAUREL CREEK 3RD ADDITION

R.T. DOC. NO. _____

C.R. DOC. NO. _____

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

Outlot R , LAUREL CREEK 2ND ADDITION, (Abstract)

Together with:

Outlot T, LAUREL CREEK 2ND ADDITION, (Abstract)

Together with:

Outlot BB , LAUREL CREEK 2ND ADDITION, (Abstract)

Together with:

Outlot CC, LAUREL CREEK 2ND ADDITION, (Abstract)

Has caused the same to be surveyed and platted as LAUREL CREEK 3RD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

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

U.S. Home Corporation

By: _____, its _____.

STATE OF MINNESOTA
COUNTY OF_____

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

Notary Public _____ County, Minnesota

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Peter J. Hawkinson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 2018

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF_____

This instrument was acknowledged before me this ____ day of _____, 20____, by Peter J. Hawkinson.

Notary Public _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL OF ROGERS, MINNESOTA

This plat of LAUREL CREEK 3RD ADDITION was approved and accepted by the City Council of Rogers, Minnesota, at a regular meeting thereof, held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subdivision 2.

BY: _____, Mayor BY: _____, City Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this ____ day of _____, 20____.

By: _____, Deputy
Mark V. Chapin, Hennepin County Auditor

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN. STAT. Sec. 38.3B.565 (1969) this plat has been approved this ____ day of _____, 20____.

By: _____
Chris F. Mavis, Hennepin County Surveyor

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that this plat of LAUREL CREEK 3RD ADDITION was filed in this Office this____ day of _____, 20____, at ____ o'clock ____ .M..

By: _____, Deputy
Martin McCormick, Registrar of Titles

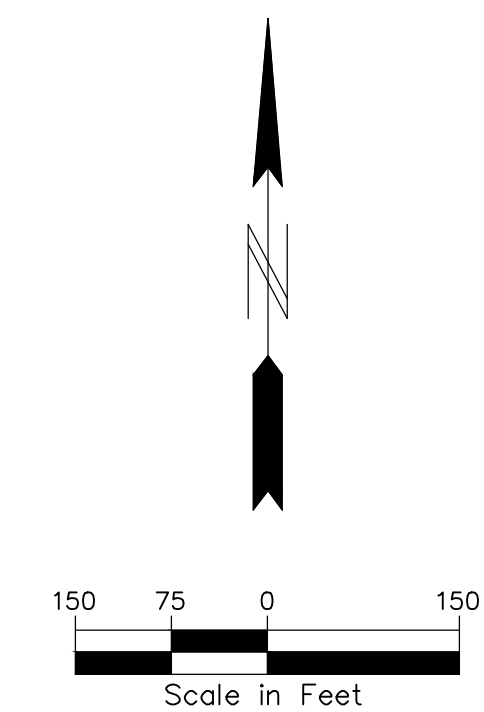
COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of LAUREL CREEK 3RD ADDITION was recorded in this office this _____ day of _____, 20____, at _____ o'clock ____M.

By: _____, Deputy
Martin McCormick, Hennepin County Recorder

R.T. DOC. NO. _____

C.R. DOC. NO. _____

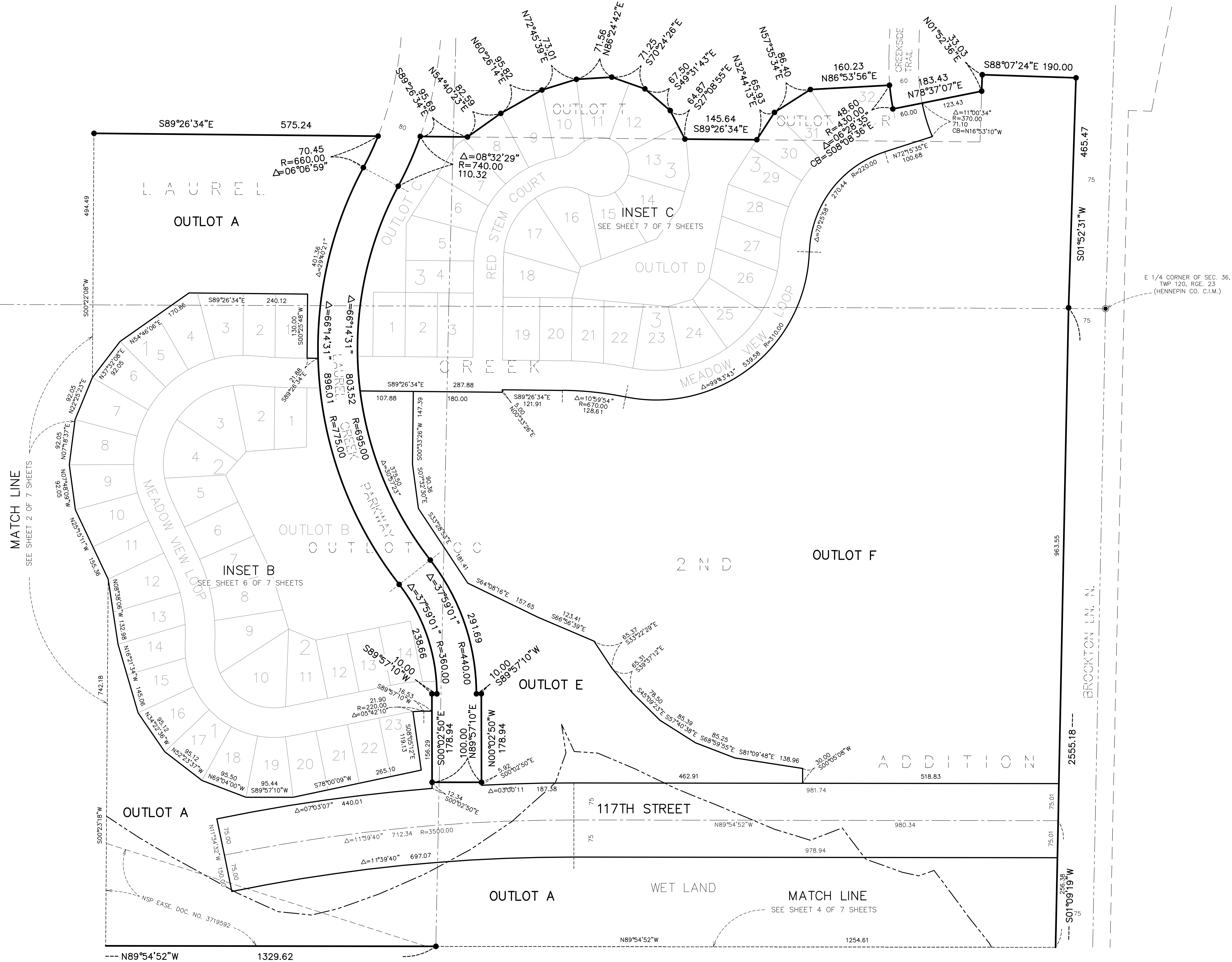


BENCHMARK: MNDOT MONUMENT "BROCK" WITH AN ELEVATION OF 949.15 FEET (NAVD 88).

LAUREL CREEK 3RD ADDITION

R.T. DOC. NO. _____

C.R. DOC. NO. _____



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 120, RANGE 23, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°06'29" EAST.

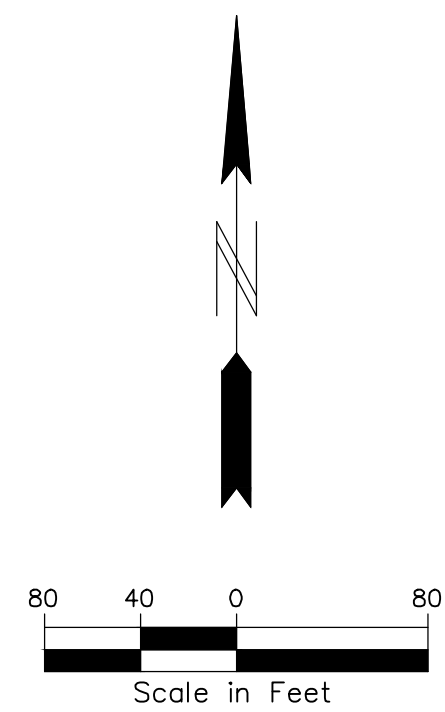
- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

BENCHMARK: MNDOT MONUMENT "BROCK" WITH AN ELEVATION OF 949.15 FEET (NAVD 88).

LAUREL CREEK 3RD ADDITION

R.T. DOC. NO. _____

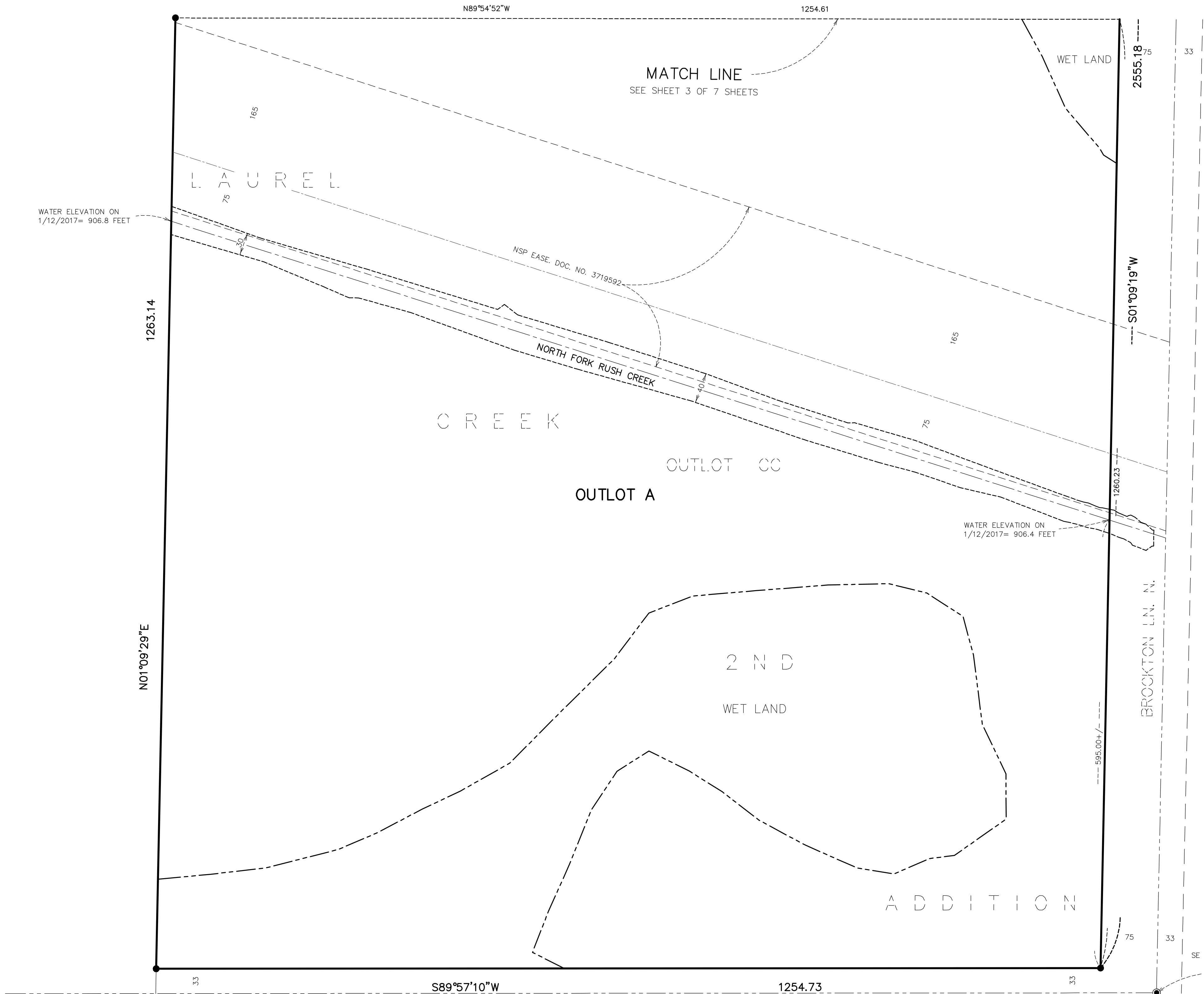
C.R. DOC. NO. _____



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 120, RANGE 23, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°06'29" EAST.

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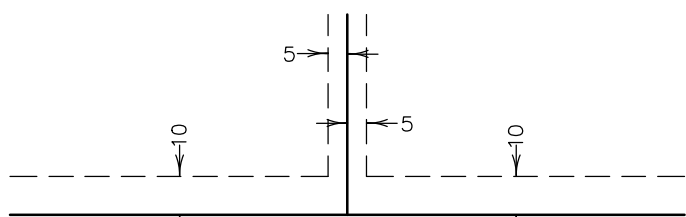
INSET A

LAUREL CREEK 3RD ADDITION

R.T. DOC. NO. _____

C.R. DOC. NO. _____

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:

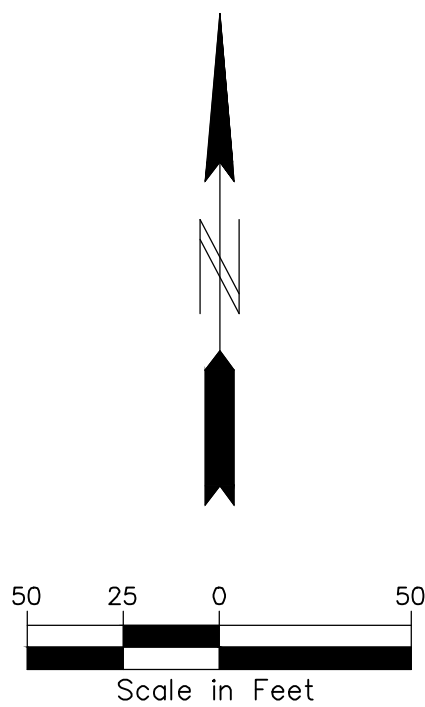
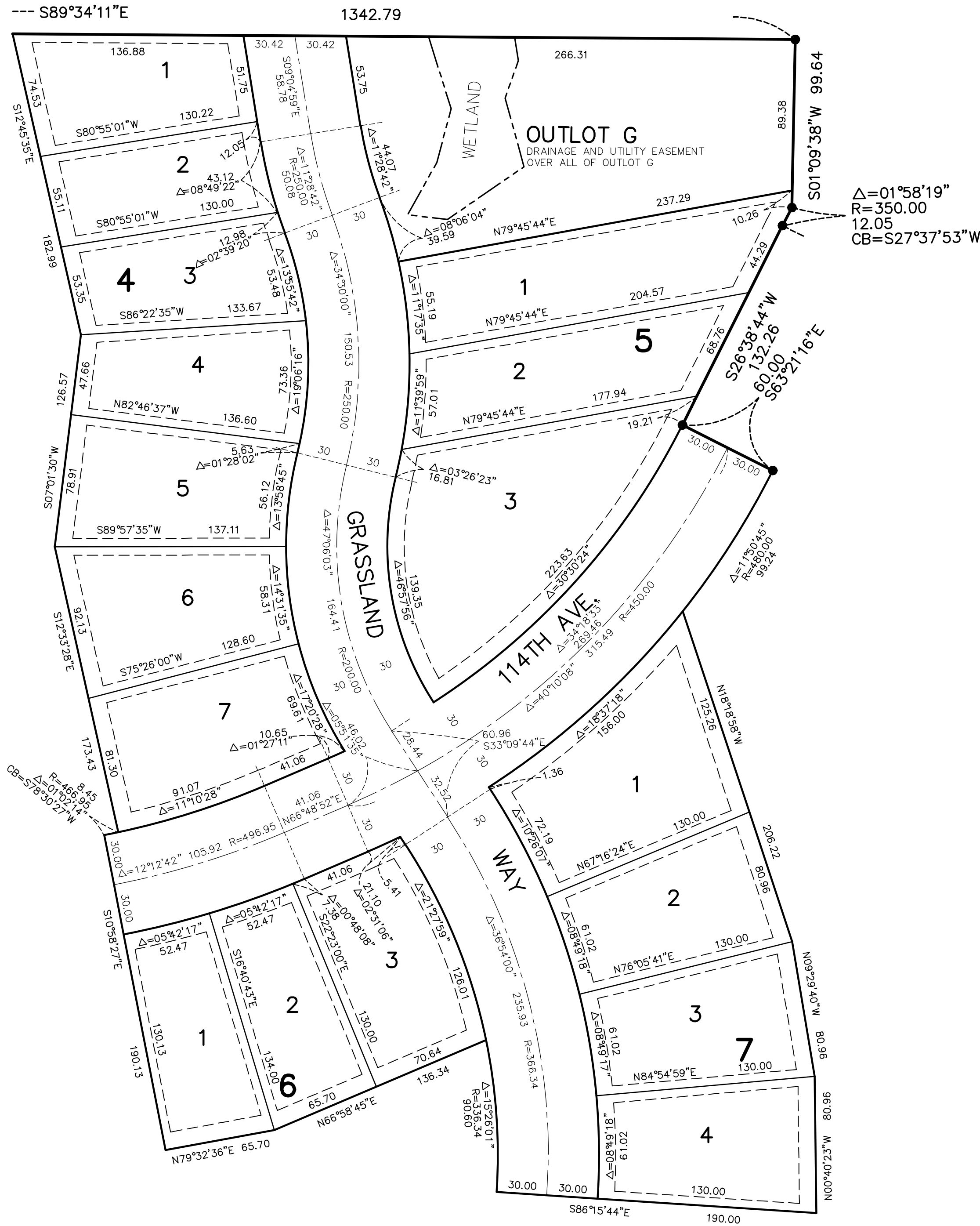


being 5 feet in width, and adjoining lot
lines unless otherwise indicated, and 10 feet
in width and adjoining right of way lines
unless otherwise indicated on the plat.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON
THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36,
TOWNSHIP 120, RANGE 23, WHICH IS ASSUMED TO HAVE A
BEARING OF SOUTH 89°06'29" EAST.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE
MONUMENT SET AND MARKED BY LICENSE NUMBER
42299, OR WILL BE SET IN ACCORDANCE WITH MS
SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT
MARKED BY LICENSE NUMBER 42299 UNLESS
OTHERWISE NOTED.

BENCHMARK: MNDOT MONUMENT "BROCK" WITH AN ELEVATION
OF 949.15 FEET (NAVD 88).

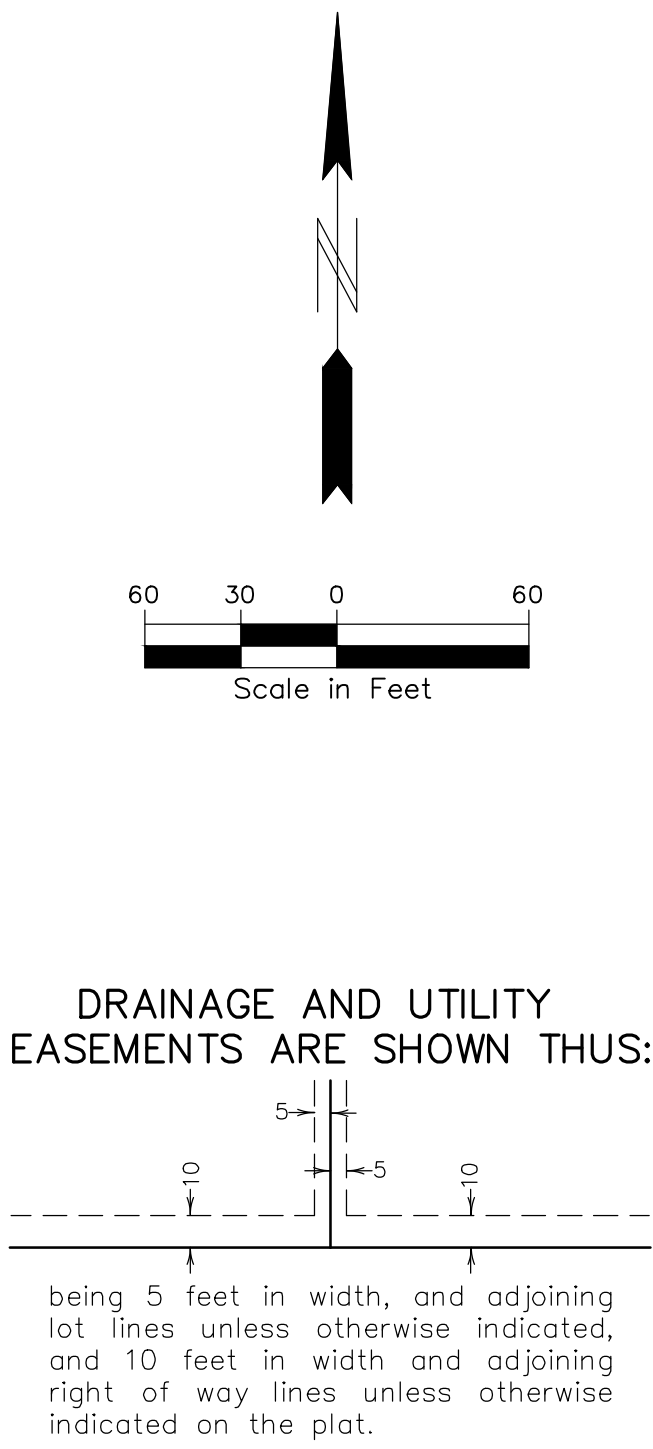


INSET B

LAUREL CREEK 3RD ADDITION

R.T. DOC. NO. _____

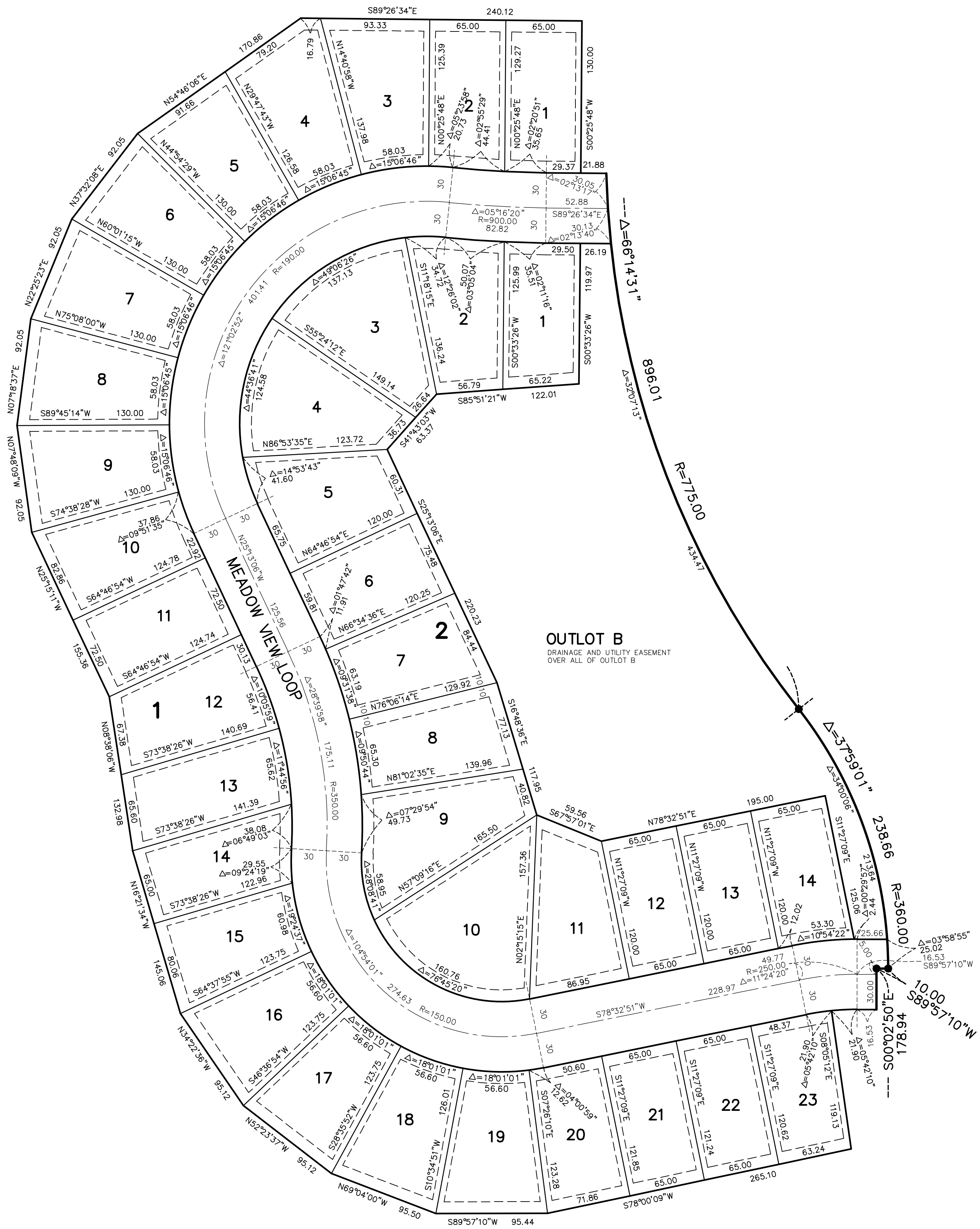
C.R. DOC. NO. _____

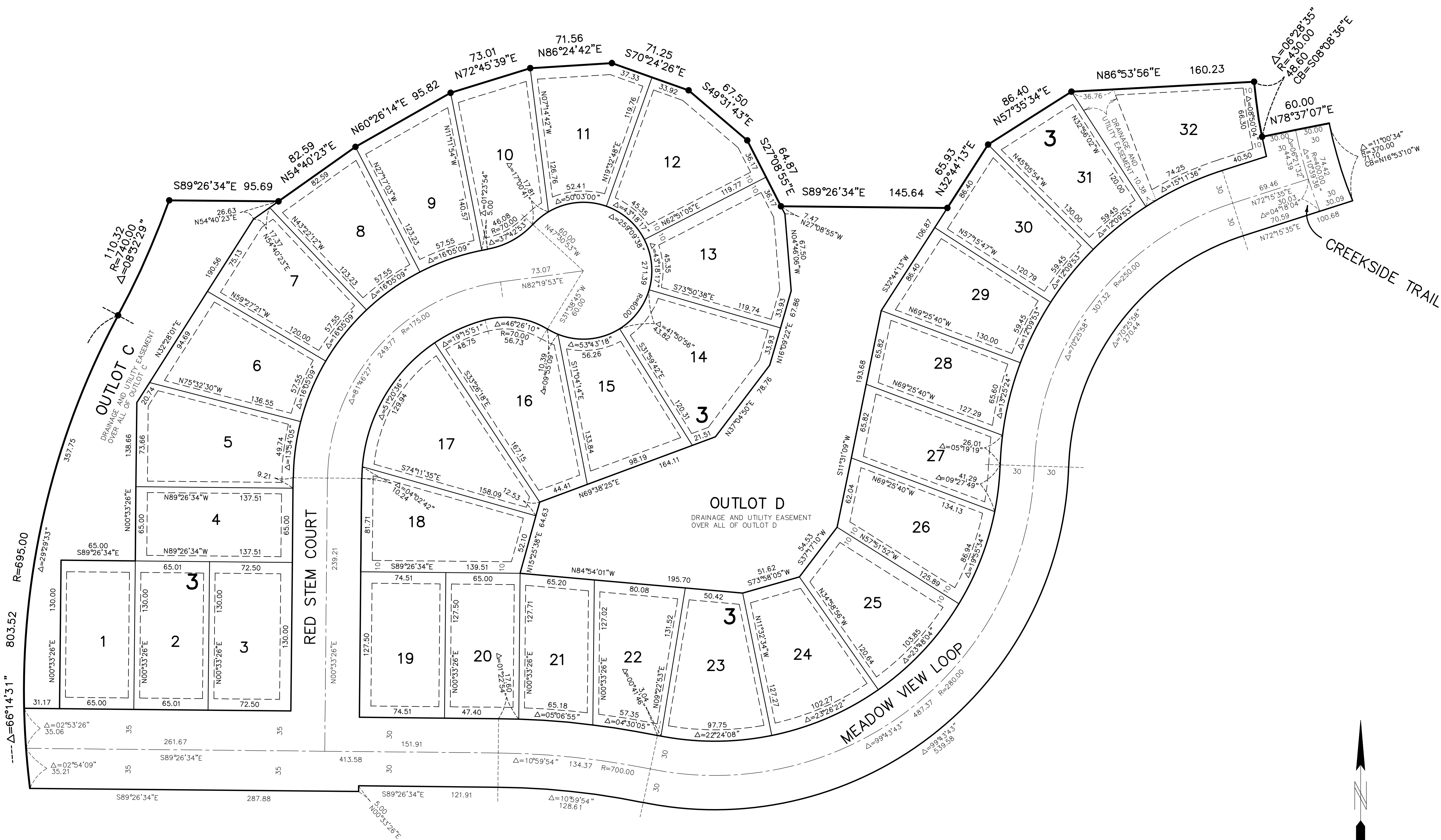


THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 120, RANGE 23, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°06'29" EAST.

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- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
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BENCHMARK: MNDOT MONUMENT "BROCK" WITH AN ELEVATION OF 949.15 FEET (NAVD 88).

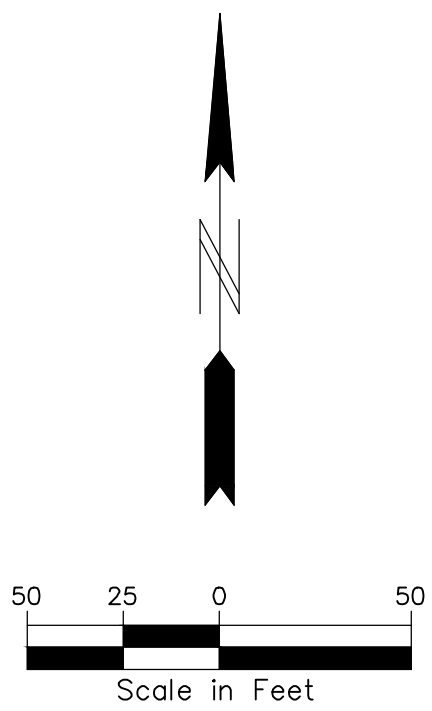




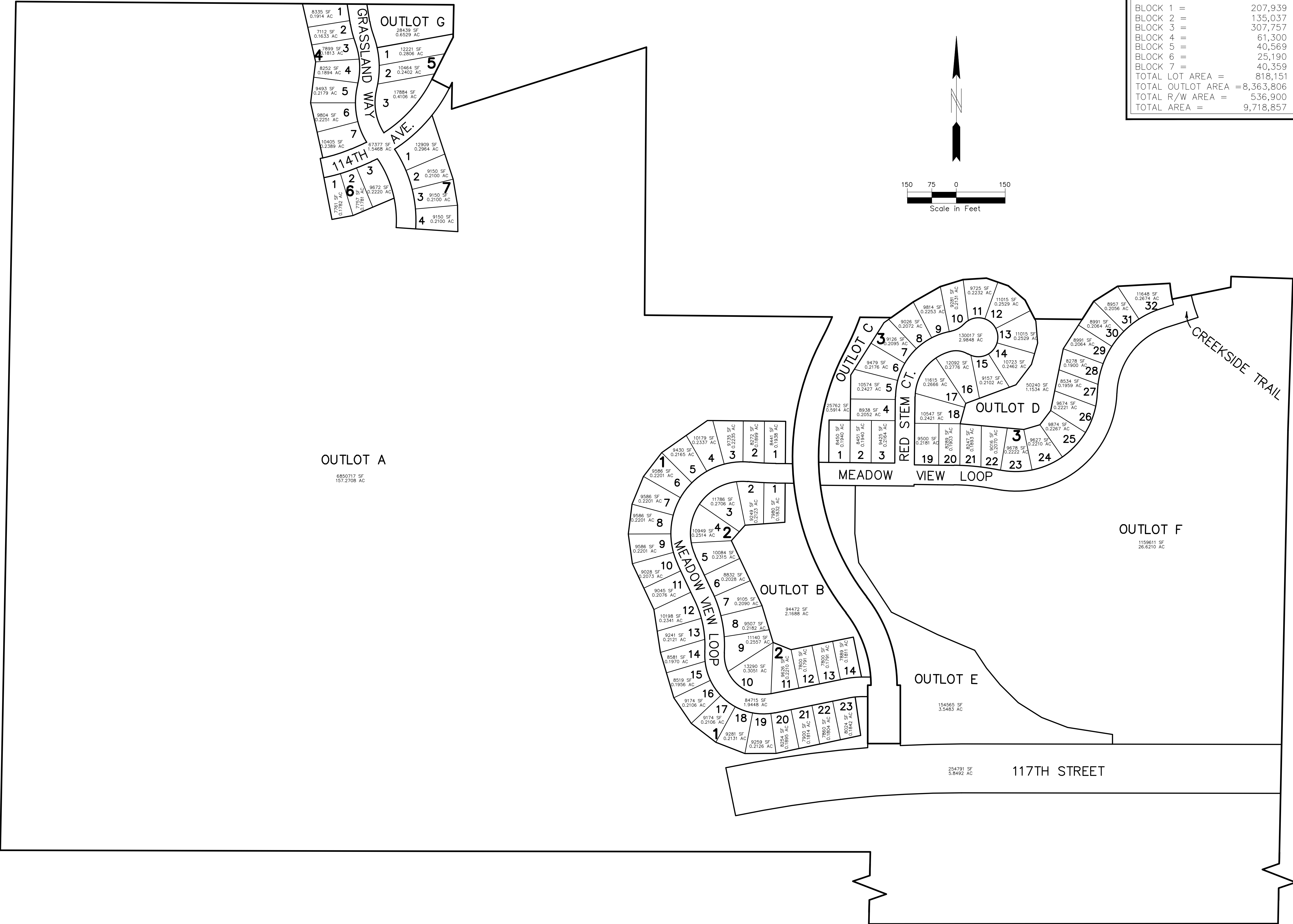
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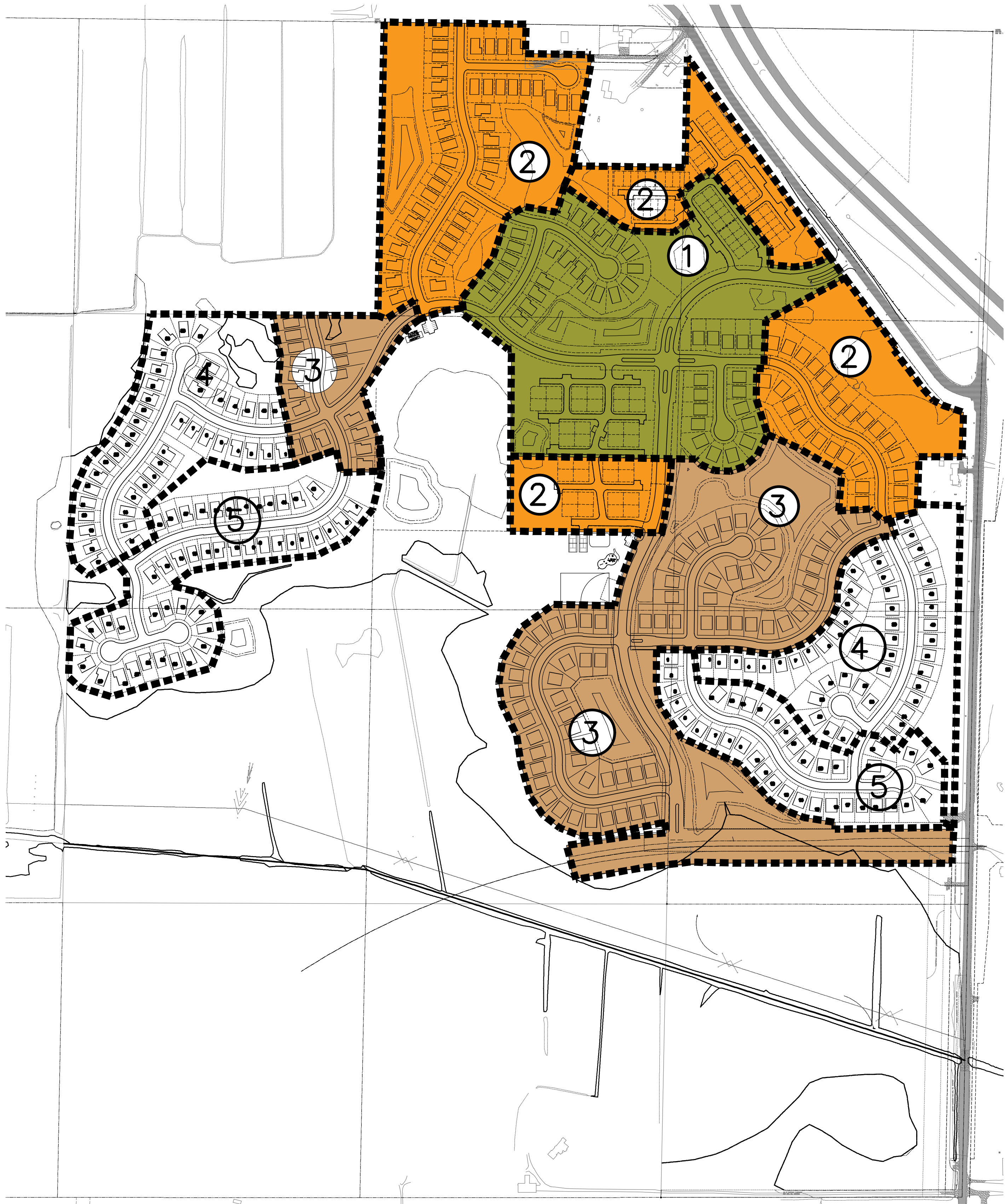


LAUREL CREEK 3RD ADDITION

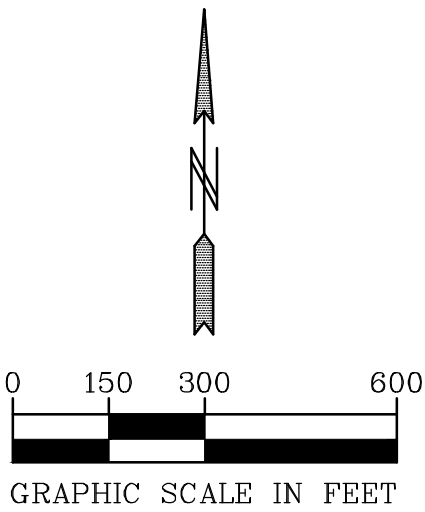


AREA SUMMARY			
BLOCK 1 =	207,939 SF.	4.7739 AC.	
BLOCK 2 =	135,037 SF.	3.1001 AC.	
BLOCK 3 =	307,757 SF.	7.0651 AC.	
BLOCK 4 =	61,300 SF.	1.4073 AC.	
BLOCK 5 =	40,569 SF.	0.9314 AC.	
BLOCK 6 =	25,190 SF.	0.5783 AC.	
BLOCK 7 =	40,359 SF.	0.9264 AC.	
TOTAL LOT AREA =	818,151 SF.	18.7825 AC.	
TOTAL OUTLOT AREA =	8,363,806 SF.	192.0066 AC.	
TOTAL R/W AREA =	536,900 SF.	12.3256 AC.	
TOTAL AREA =	9,718,857 SF.	223.1147 AC.	

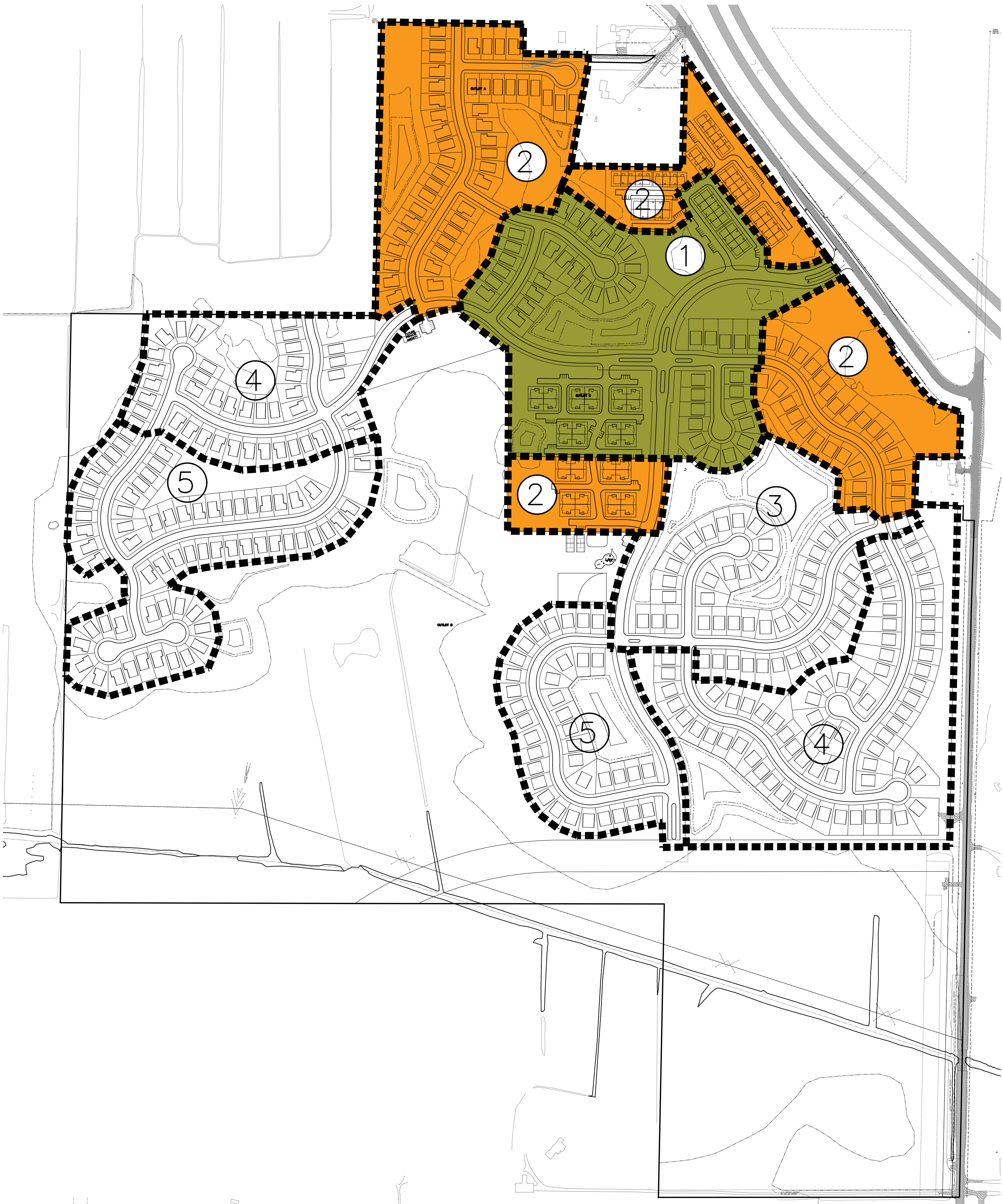
LAUREL CREEK PHASING PLAN



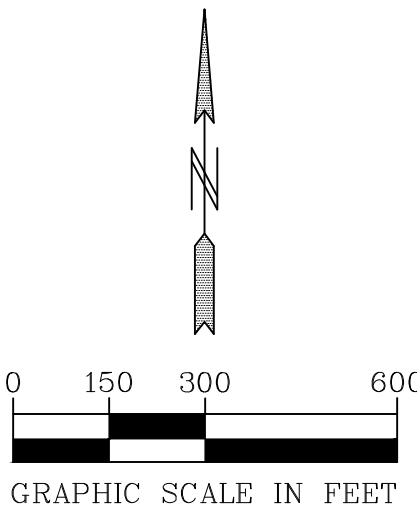
	65' SINGLE FAMILY HOME	VILLA HOME	QUAD HOME	TOWN HOME	TOTAL
PHASE 1 2017/2018	17	24	20	18	79
PHASE 2 2018/2019	26	46	16	48	136
PHASE 3 2019/2020	69	17			86
PHASE 4 2020/2021	47	44			91
PHASE 5 2021/2022	36	46			82
TOTAL	195	177	36	66	474



LAUREL CREEK PHASING PLAN



	65' SINGLE FAMILY HOME	VILLA HOME	QUAD HOME	TOWN HOME	TOTAL
PHASE 1 2017/2018	17	24	20	18	79
PHASE 2 2018/2019	26	46	16	48	136
PHASE 3 2019/2020	47				47
PHASE 4 2020/2021	69	40			109
PHASE 5 2021/2022	37	67			104
TOTAL	196	177	36	66	475





APPROVED PRELIMINARY PLAT LAYOUT

REVISED LAYOUT DUE TO CR117
ALIGNMENT

LOST ONE
LOT HERE