

This Instrument Drafted By:
Hoff Barry, P.A. (SBL)
100 Prairie Center Drive, Suite 200
Eden Prairie, MN 55344

**PLANNED UNIT DEVELOPMENT AGREEMENT
MAPLE & MAIN**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT MAPLE & MAIN (“**Agreement**”) is entered into this ____ day of _____, 2026 (the “**Effective Date**”), by and between the CITY OF MAPLE PLAIN, a Minnesota municipal corporation, (the “**City**”) and NORTH SHORE MAPLE PLAIN, LLC, a Minnesota limited liability company (the “**Redeveloper**” Redeveloper and City sometimes individually a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Redeveloper is the fee owner of certain real property located in the City of Maple Plain, Hennepin County, Minnesota, legally described on attached Exhibit 1 (hereinafter referred to as the “**Property**”); and

WHEREAS, on February 23, 2026, the City Council passed Resolution No. 2026-0223-05, conditionally approving planned unit development (“**PUD**”), site plan approval, and preliminary plat for the purpose of developing the Property with a four-story, 95-unit multifamily residential building (“**Minimum Improvements**”), which conditional approval includes:

(a) Preliminary Plans for Maple & Main, drafted by Measure Group and Weber Architects & Planners, City resubmittal date of January 23, 2026 (“**Preliminary Plans**”), which Preliminary Plans includes:

- i. Sheet C1.0 Cover Sheet
- ii. Sheet C2.0 Demolition Plan
- iii. Sheet C3.0 Site Plan
- iv. Sheet C4.0 Grading Plan
- v. Sheet C5.0 Utility Plan
- vi. Sheet C6.0 Phase 1 Erosion Plan
- vii. Sheet C6.1 Phase 2 Erosion Plan
- viii. Sheet C7.0 SWPPP Narrative
- ix. Sheet C7.1 SWPPP Notes
- x. Sheet C8.0 Civil Details – Site Details
- xi. Sheet C8.1 Civil Details – Utility Details
- xii. Sheet C8.2 Civil Details – ADA Details
- xiii. Sheet C8.3 Civil Details – ADA Details - Continued
- xiv. Sheet L1.0 Landscape Plan

(b) Preliminary Plans, drafted by Weber Architects & Planners, issue date of April 29, 2025 (“**Elevations**”), which Elevations include:

- i. Sheet A101 Cover Sheet
- ii. Sheet A300 Exterior Elevations
- iii. Sheet A301 Exterior Elevations
- iv. Sheet P100 NE View
- v. Sheet P101 SW View
- vi. Sheet P102 SE View
- vii. Sheet P103 NW View

(c) Lighting Plan (Sheets E1.1 and E1.2), drafted by Berd Electric, dated February 2, 2026 (“**Lighting Plan**”; Preliminary Plat, Elevations, and Lighting Plan collectively, the “**Plans**”); and

WHEREAS, on February 23, 2026, the City Council passed Resolution Nos. 2026-0223-01, 2026-0223-02, and 2026-0223-03 for Tax Increment Financing related to the development of the Property; and

WHEREAS, on March 23, 2026, the City Council enacted Ordinance No. ____ rezoning the Property to MU-D PUD; and

WHEREAS, on March 23, 2026, the City Council passed Resolution No. 2026-0323-01 (hereinafter Resolution No. 2026-0323-01 and 2026-0223-04 collectively referred to as “**City Resolutions**”) conditionally approving the final plat of the Property entitled *Maple and Main* (hereinafter referred to as the “**Final Plat**”); and

WHEREAS, the Parties entered into that Redeveloper’s Agreement Maple & Main, dated _____, 2026, recorded _____, 2026, as Document No. _____ (“**DA**”); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the Parties and subsequent owners the understandings and agreements of the Parties concerning the development and use of the Property.

NOW, THEREFORE, it is hereby and herein mutually agreed, in consideration of promises and considerations of City and Redeveloper herein set forth, as follows:

1. **INCORPORATION; PLANS.** The above Recitals, the City Resolutions, the Plans, the Preliminary Plat, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein. The “**Minimum Improvements**” shall be defined as the improvements constructed on the Property pursuant to Plans. The initial construction of the Minimum Improvements is governed by the DA. The Plans may be modified as provided for in the DA for the initial construction of the Minimum Improvements. The final approved and modified Plans shall be considered the Plans for this Agreement.

2. **ZONING.** The Property is zoned MU-D PUD. The zoning governing the Property shall be MU-D, except as expressly provided for and limited by the Plans, this Agreement, and the City Resolutions.
3. **DEVELOPMENT; MAINTENANCE.** The DA governs the initial construction and development on the Property of the Minimum Improvements. This Agreement governs the zoning of the Property and maintenance of the Property and the Minimum Improvements. Maintenance of the Property and the Minimum Improvements shall be done in accordance with and shall comply, at all times, with the Plans, the City Resolutions, this Agreement, and all applicable sections of the City Code and other governmental rules and regulations.
4. **IRRIGATION.** A backflow prevention assembly (hereinafter referred to as “BPA”) is required for any irrigation systems and must initially be installed by the Redeveloper and/or eventual lot owner and tested in accordance with the Minnesota Plumbing Code. The initial and annual test results and certification shall be submitted to the City. Subsequently, the BPA must be tested, per the Minnesota Plumbing Code, at least annually by a certified tester with the results reported to the City and the BPA must be repaired or replaced as needed in accordance with the Minnesota Plumbing Code.
5. **REDEVELOPER TO PAY ALL COSTS.** Redeveloper shall pay, within thirty (30) days of demand, all reasonable expenses that the City incurs in direct relation to this Agreement. Said expenses shall include, but are not limited to, staff, engineering, legal and other consulting fees reasonably incurred in relation to this Agreement.
6. **VIOLATION OF AGREEMENT.** In the event the Redeveloper, or their respective successors or assigns, violates any of their respective covenants or agreements herein contained, and such violation is not corrected, or commenced to be corrected by the Redeveloper, (which correction shall be diligently and promptly pursued and completed), within thirty (30) days after written notice specifying such violation, and unless a different cure period applies pursuant to another section of this Agreement, the City is hereby granted the right and privilege to declare a default in any or all of the terms of this Agreement and pursue any remedies at law or equity against the defaulting Party.
7. **NOTIFICATION INFORMATION.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a “Notice”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service via certified or registered mail (receipt requested); provided, that a Notice may be sent by e-mail or telephone where expressly

permitted by this Agreement. A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

IF TO CITY:

City of Maple Plain
Attn: City Administrator
P.O. Box 97
5050 Independence St.
Maple Plain, Minnesota 55359
Email: jkolander@mapleplain.com

IF TO REDEVELOPER:

North Shore Maple Plain, LLC
c/o North Shore Development Partners LLC
235 Lake Street, Suite #300
Wayzata, MN 55391
Email: malexander@northshoredp.com

With Copy to:

Hoff Barry, P.A.
Attn: City Attorney
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344
Email: slandsman@hoffbarry.com

With Copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attention: Megan Square
Email: msquare@winthrop.com

8. MISCELLANEOUS.

- a. **Attorney’s Fees.** If any action is brought to enforce the terms of this Agreement and the City prevails, Redeveloper will pay the City’s costs and reasonable attorneys’ fees to be fixed by the Court.
- b. **Entire Agreement.** This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. It is understood that Redeveloper may transfer the Property from time to time. Whenever a transfer occurs in the ownership of the Property, the transferor shall have no further liability for breach or covenant occurring thereafter, provided any such transferee shall assume the obligations of Redeveloper under this Agreement. Redeveloper shall record this Agreement against the title to the Property. Redeveloper shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

- c. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- d. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- e. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- f. **Time is of the essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- g. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- h. **Interpretation.** For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed

to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- j. **Warrant of Authority.** Redeveloper represents and warrants that it has the authority to enter into this Agreement and upon execution and recordation to make it a covenant on the Property binding all current and future owners of the Property.
- k. **Non-Waiver.** The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the Parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- l. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth 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 and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

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EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[insert legal description based on the Final Plat]

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