

## SITE DEVELOPMENT AGREEMENT

This Site Development Agreement, (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 between Landco Investments of Spring Lake Park, LLC, a Minnesota limited liability company (“Developer”) and the City of Spring Lake Park, a Minnesota municipal corporation, (the “City”) and shall be effective as of the date above. Developer and City are sometimes collectively referred to herein as the “parties”.

**WHEREAS**, Developer is under contract to purchase the following property within the City of Spring Lake Park, totaling approximately 3 acres:

525 Osborne Road, Spring Lake Park, Minnesota

PID # 02-30-24-43-0127

Legally Described as Follows:

Lot 1, Block 1, Spring Lake Commons, Anoka County, Minnesota

(the “Subject Property”)

**WHEREAS**, Developer is proposing to construct a one-story thirty-two (32) unit assisted living/memory care facility (the “Project”) on the Subject Property; and

**WHEREAS**, the City rezoned the Subject Property from C-3 Office Commercial to PUD #2020-1, Planned Unit Development District on June 1, 2020; and

**NOW, THEREFORE**, the parties hereto agree as follows:

- 1) **Site Development.** Developer is hereby granted permission to construct a one-story thirty-two (32) unit assisted living/memory care facility upon securing all required third party approvals and in compliance with the plans referenced in paragraph 2.
- 2) **Plans and Specifications.** Developer shall complete the construction in accordance with the final approved plans (collectively, the “Site Improvement Plan”) as more specifically set forth on Schedule 1 attached hereto.
- 3) **Ordinance No. 467.** Developer shall comply with the terms and conditions of Ordinance No. 467, adopted by the City on June 1, 2020.

4) **Financial Guarantees.** The attached **Exhibit B** outlines the financial requirements and guarantees of Developer, which shall be the exclusive responsibility of Developer. A Letter of Credit (the “LOC”) in the amounts set forth on **Exhibit B** must be provided to and accepted by the City; and all required fees, costs and escrow amounts paid, before Developer commences any work on Subject Property. The City may draw upon the LOC in the event Developer fails to complete the public improvements identified in the Site Improvement Plan and on **Exhibit B**; additionally, the City may also draw upon the LOC to seek reimbursement for Developer’s failure to pay amounts due under this Agreement after the applicable notice and cure periods have run. The individual cost breakdowns in **Exhibit B** are for illustrative purposes only and the entire amount of the LOC shall guaranty and be accessible for completion of all Project work. Once the Project is complete and all amounts due hereunder have been paid, the LOC shall be released. In addition to posting the sureties contemplated above, Developer shall also provide an additional bond, letter of credit, or cash escrow chosen by Developer to the City, as indicated on **Exhibit B**, in an amount determined by the City (the “Maintenance Bond”). The Maintenance Bond shall be in a form approved by the City and shall remain outstanding for a period of twenty-four months after completion of the landscaping portion of the Site Improvement Plan, at which point the Maintenance Bond will be released and any unused portion will be returned to Developer.

5) **Erosion and Siltation Control.**

- a. **Control Measures.** Before any grading is started under the Site Improvement Plan or related permit, all down gradient perimeter control measures as provided for in the Site Improvement Plan shall be installed. No final approval of the improvements authorized by the Site Improvement Plan (nor a final certificate of occupancy) shall be issued until all disturbed areas have been stabilized as provided for in the Site Improvement Plan. The LOC shall guaranty the erosion control and grading work required in this paragraph.
- b. **Unsatisfactory Conditions.** Developer shall be responsible for compliance with the approved erosion and sediment control (ESC) portion of the Site Improvement Plan. In the event the Developer fails to comply with the ESC requirements, the City shall give Developer telephonic and email notice of the nature of such failure in accordance paragraph 8. Developer shall correct such unsatisfactory condition described in the telephonic and email notice within three (3) business days after first receiving telephonic and email notice, or if the nature of such unsatisfactory condition is such that the same cannot reasonably be corrected within said three (3) business day period, then Developer shall have such additional time as is reasonably necessary to correct such unsatisfactory condition provided Developer promptly commences to correct such unsatisfactory condition and proceeds with diligence and continuity. During the term of this Agreement, if Developer fails to comply as provided above, then the City has the right to enter upon the Subject Property and correct said condition at Developer’s expense. City shall be entitled to all of its reasonable costs and expenses of enforcing this

paragraph of the Agreement, including, but not limited to, legal, fiscal and engineering costs. City may at its option invoice the said costs for direct payment from Developer. City reserves the right to invoice the said cost for direct payment from Developer and to withhold a final certificate of occupancy or final approval of the work provided for under the Site Improvement Plan, until City receives payment in full of its invoiced costs.

- 6) **Maintenance of Public Property Damaged or Clutter During Construction.** Developer agrees to assume full financial responsibility and to pay all costs for any damage which may occur to public property including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility systems including, but not limited to water main, sanitary sewer or storm sewer damaged or cluttered with debris (collectively, the “Public Property”) when said damage occurs as a result of activity by the Developer, its contractors or subcontractors or assigns relating to the development of the Subject Property as provided in the Site Improvement Plan. Notwithstanding the foregoing, nothing contained herein shall require Developer to improve any of the Public Property to a condition superior than the condition of said Public Property at the time of Developer’s acquisition of the Subject Property (“Closing”). The City shall schedule an inspection of said Public Property with Developer and Developer’s general contractor on or around the date of Closing and shall document the condition of said Public Property. In the event the Developer fails to maintain or repair the damaged Public Property, the City shall give Developer written notice of the nature of the default or damage in accordance with paragraph 8. Developer shall maintain or repair the damaged Public Property specified in the written notice within three (3) business days after first receiving written notice, or if the nature of such failure is such that the same cannot reasonably be maintained or repaired within said three (3) business day period, then Developer shall have such additional time as is reasonably necessary to complete such maintenance or repair provided Developer promptly commences to complete such maintenance or repair and proceeds with diligence and continuity. If Developer fails to maintain or repair the damaged Public Property as provided above, then the City may undertake such maintenance or repair. When the City undertakes such maintenance or repair, the Developer shall reimburse the City for all of its reasonable expenses within thirty (30) days after Developer has received an invoice therefore. The Developer understands that no final certificate of occupancy shall be issued if an amount due hereunder remains unpaid or if the Developer is in default under the terms of this Agreement.
- 7) **Street Cleaning.** The Developer shall clean dirt and debris from streets that has resulted from construction work under the Site Improvement Plans by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the site not less than on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. In the event the Developer fails to clean dirt and debris from the streets, the City shall give Developer telephonic and email notice of the nature of such failure. Developer shall clean the dirt and debris from the streets described in the telephonic and email notice within one full business day after first receiving telephonic and email -notice, or if the nature of such failure is such that the same cannot reasonably be completed within one full business day, then Developer shall have such

additional time as is reasonably necessary to complete such work provided Developer promptly commences to complete such work and proceeds with diligence and continuity. If Developer fails to complete such work as provided above, then the City may complete or contract to complete the clean-up of the streets at Developer's expense. When the City incurs any expense under the terms of this paragraph, the Developer shall reimburse the City for any reasonable costs the City incurred for such work within 30 days after Developer has received the City's invoice therefore. The Developer understands that no final certificate of occupancy shall be issued if an amount due hereunder remains unpaid.

- 8) **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be telephonic and email where indicated and shall be deemed delivered by confirmed receipt by recipient of a facsimile or e-mail, a widely recognized national overnight courier service, or upon receipt if mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

City: City of Spring Lake Park  
1301 81<sup>st</sup> Avenue N.E.  
Spring Lake Park, MN 55432  
Attn: Daniel R. Buchholtz, City Administrator  
Telephone: (763) 792-7211  
Facsimile: (763) 792-7257  
e-mail: dbuchholtz@slpmn.org

Copy to: John J. Thames  
Carson, Clelland & Schreder  
6300 Shingle Creek Parkway, Suite #305  
Minneapolis, MN 55430  
Telephone: (763) 561-2800  
Facsimile: (763) 561-1943  
e-mail: john.thames@carsoncs.net

Developer: Landco Investments of Spring Lake Park, LLC  
Attn:  
Telephone:  
Facsimile:  
e-mail:

Copy to:

- 9) **Insurance Requirements.** Developer shall provide and maintain at all times during the construction of the improvements and performance of the Site Improvement Plan until after acceptance by the City of all improvements:

- a. Commercial 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.
- b. Limits for bodily injury or death shall not be less than \$750,000.00 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 Administrator prior to commencing site grading. The City shall be named as an Additional Insured on a primary and non contributory basis on the Certificate. The Certificate shall be modified to bear the following wording:

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

Developer shall be responsible for providing the above language to its insurer.

- 10) **Escrow Payment by Developer.** Developer shall make escrow payments identified in this Agreement for payment of City expenses identified on **Exhibit B** as the Cash Escrow. In the event the Cash Escrow amount is insufficient, Developer shall pay additional escrow as determined by the City Administrator within ten (10) days of written demand. Failure to make payment of the additional escrow amount shall permit the City to supplement those amounts from the above-identified LOC.
- 11) **Balance of Escrow to Developer.** In the event that there is any escrow remaining at the end of the project and Developer has completed all of its responsibilities and obligations, any balance remaining shall be paid to Developer. Any balance will be mailed to the address provided by Developer in this Agreement or such other address given in writing by Developer to the City.
- 12) **Watershed District Maintenance Agreement.** All site plans, construction, and maintenance shall meet the requirements of the Coon Creek Watershed District. Prior to beginning construction, Developer shall provide the City with a copy of the maintenance agreement negotiated with and approved by the the Coon Creek Watershed District. If such maintenance agreement is required by its terms to be recorded, Developer shall also provide proof of recording of the same with Anoka County.
- 13) **Developer Responsible for Securing All Applicable Permits.** Developer shall be responsible for securing all applicable permits related to the project and shall provide a

copy of the same to the City, upon request. This includes, but is not limited to, a Storm Water Pollution Prevention Plan, all applicable permits from the City, the Coon Creek Watershed District, the Minnesota Department of Health, the Minnesota Pollution Control Agency, and Anoka County.

- 14) **Field Verification of Existing Infrastructure.** Prior to beginning construction, Developer shall field verify the location, size, and elevations of any existing infrastructure on the Subject Property.
- 15) **Snow Removal.** Developer shall comply with all snow removal requirements within Site Improvement Plan. Further, Developer shall review and update snow removal and snow storage requirements as necessary to ensure that snow removal and storage will not encroach on proposed parking areas on the Subject Property, on neighboring properties, or public right of way.
- 16) **Compliance with City's Local Surface Water Plan.** Developer shall submit to the City drainage calculations and all other applicable evidence to demonstrate compliance with the City's Surface Water Management Plan.
- 17) **Public Safety and Utility Access Easement.** In satisfaction of public safety and utility requirements on the Subject Property and in compliance with the requirements made by Anoka County, the parties agree that a public safety and utility access to the Subject Property will be necessary within the southwest corner of the Subject Property. Developer agrees to provide to the City an access easement, in recordable form, in that corner of the Subject Property for these purposes, subject to the approval of the City. In consideration for the provision of this easement, the City agrees that Developer shall not be responsible for the future costs associated with connecting this access to the neighboring property to the west of the Subject Property. However, once this access point is connected and improved, Developer shall be responsible for its reasonable share of maintenance of the same.
- 18) **Sewer, Water, and Drainage Facilities On Site Considered Private, Developer to Maintain.** The parties agree that all sewer, water, and stormwater management and drainage facilities within the site, with the exception of the new City mains, shall be considered private facilities. The parties agree that the Developer shall be responsible for maintenance of these private facilities up to and including connection to the City mains and the new City mains. Developer shall maintain all stormwater management infrastructure on the site in compliance with the Coon Creek Watershed maintenance agreement, referenced in paragraph 12 of this Agreement. Developer shall also provide a drainage and utility easement in favor of the City, over the proposed stormwater pond on the Subject property as well as an access easement granting the City ingress and egress as set forth in paragraph 33 herein. The provision of these easements shall in no way relieve Developer of its obligation to maintain the stormwater infrastructure. Should Developer fail to maintain the sewer, water or drainage facilities, the City shall provide Developer with notice of this failure and a reasonable opportunity to cure. During the term of this Agreement, should Developer fail to cure the maintenance violation within the reasonable

time provided by the City, Developer hereby consents to allow the City to enter the site and abate such violations. Developer further agrees that the City may then assess any and all costs of that abatement to the Subject Property, and Developer hereby waives any right of appeal to such an assessment.

- 19) **Osborne Road Trail Maintenance.** Developer shall be responsible for ensuring that the existing portion of the Osborne Road Trail on the Subject Property is maintained or replaced during construction and restored to as good or better condition upon conclusion of the construction of the Project improvements. Developer shall be responsible to securing any necessary consent related to any disturbance of the trail during construction or thereafter. Developer is aware that Anoka County has scheduled a trail improvement project to proceed during the summer/fall of 2020.
- 20) **Amendment of Agreement.** This Agreement represents the entire agreement of the parties and may not be amended except in writing and executed by both parties.
- 21) **Agreement Effect.** This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto. Notwithstanding anything to the contrary herein, this Agreement shall terminate once the City has certified to Developer, in writing, that the Project is complete and correspondingly released its Right of First Refusal as set forth herein, and the Maintenance Bond is released and returned to Developer in accordance with paragraph 4 of this Agreement. However, Developer's indemnification obligations set forth in paragraph 31 of this Agreement shall survive termination of this Agreement.
- 22) **Incorporation of Recitals.** The recital paragraphs set forth at the beginning of this Agreement are incorporated as part of this Agreement as though fully set forth herein.
- 23) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 24) **Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 25) **Governing Law, Jurisdiction.** The laws of the State of Minnesota shall govern all issues relating to this Agreement. Any action to enforce rights or obligations contained herein shall be brought in Anoka County.
- 26) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 27) **Force Majeure.** If Developer shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an event of Force Majeure, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. "Force Majeure" shall mean: flood, fire, tornado, earthquake or other casualty or natural disaster; war or national emergency (during the period of

attributable delay during the declared emergency, and excepting delays attributed to the COVID-19 Pandemic, which is addressed below); governmental moratoria, restrictions and limitations; injunctions or other similar legal actions related to the Subject Property; adverse weather conditions; strikes or other labor troubles; scarcity or unavailability of fuel, labor or materials; or any other cause beyond the reasonable control of Developer. The parties acknowledge that this Agreement is entered into during a declared emergency at the national, state, and local levels due to the COVID-19 Pandemic (the "Pandemic" herein). The parties mutually agree that proceeding with this Project during the Pandemic is feasible and the existence of the Pandemic shall not, in and of itself, justify delay or non-performance under this Agreement. However, should the Pandemic cause future unanticipated delay outside of the control of Developer, the period of performance under this Agreement which is so delayed shall be extended for a period equivalent to the period of such delay. Such tolling of Project obligation timelines shall only apply during periods of unanticipated delay actually and reasonably attributable to the Pandemic, and Project obligation timelines shall not be automatically extended due to the existence of the Pandemic alone.

- 28) **Rights Cumulative.** Each right, power or remedy herein conferred on either party is cumulative in addition to every other right, power or remedy expressed or implied, now or hereafter arising, available to the City or Developer, at law or in equity, or under any other agreement, and each and every right, power or 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 or Developer and it shall not be a waiver of the right to exercise it at any other time thereafter, or any other right, power or remedy.
- 29) **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not, in any way, be affected or impaired thereby.
- 30) **Violation of Agreement.** In the event the Developer, or its successors or assigns, violates any of the covenants and agreements herein contained, unless this Agreement specifies a different amount of time, the City shall give Developer 30 days mailed notice thereof. If such default is not cured within the 30 day period, the City is hereby granted the right and privilege to declare the Agreement terminated and exercise its rights under paragraph 34 herein. If the default cannot reasonably be cured within said 30 day period, and the Developer has given the City written notice of such fact, and if work on the cure in fact has been commenced within such 30 day period and the Developer is proceeding continuously and diligently in accomplishing the cure, the 30 day period shall be extended for an additional period necessary to cure the default but in no event shall the period be extended more than an additional 30 days. The initial 30 day notice period shall be deemed to run from the date of deposit in the United States mail. If the default continues after that period, the City may then, immediately, and without notice or consent of the Developer, use all of the deposited escrow funds, Letter of Credit or other surety funds to complete the Developer's obligations as set forth herein, whether or not related to escrow items and to bring legal action against the Developer to collect any sums due to



the City pursuant to this Agreement. If the Project remains incomplete after the declared default and any City action taken to abate the default, the City may exercise its rights pursuant to paragraph 34 herein.

- 31) **Indemnification.** The Developer shall indemnify, defend, and hold harmless the City, its officers, employees, agents and others acting on its behalf from any and all loss, damage, liability, cost, and expense of any kind whatsoever, including reasonable attorneys' fees, resulting from actions, claims, or proceedings brought, or any loss or damage of any type whatsoever, sustained by reason of non-compliance with this Agreement or due to the negligence or willful misconduct of the Developer, its officers, employees, or agents, or any other person or entity for whose acts or omissions constituting negligence or willful misconduct the Developer is legally responsible in conjunction with the Project.
- 32) **Attorneys' Fees.** The Developer shall pay the City's costs and reasonable attorneys' fees to be fixed by the Court in the event a suit or action is brought to enforce the terms of this Agreement.
- 33) **Stormwater Pond Easement and Access.** Developer shall be responsible for ensuring that an adequate access easement is provided to the City either across the Subject Property or across an adjacent property to allow the City to access the dedicated outlot on which the stormwater pond is located. Further, Developer shall provide a drainage and utility easement to the City over the outlot containing the stormwater pond and all portions of the pond. Developer shall provide proof of recording of this easement to the City prior to commencing construction on the Project.
- 34) **City's Right of Re-Entry.** The City has agreed to convey the Subject Property to Developer subject to a right to re-purchase and re-claim title to the Subject Property in the event Developer becomes unwilling or unable to complete the Project within a reasonable period of time. The parties agree that, subject to any applicable tolling contemplated within paragraph 27 "Force Majeure", the Project shall be completed within two (2) years of the date of this Agreement (set forth on page 1 of the same). The parties further mutually agree that this timetable is reasonable. For the purposes of this paragraph, Project "completion" shall be determined and evidenced by the City's issuance of a certificate of completion certifying Project completion and compliance with the terms of this Agreement, which shall not be unreasonably withheld. In the event that Developer fails to achieve Project completion within the term set forth herein, Developer shall offer, in writing, the Subject Property back to the City for the same price which Developer purchased the Subject Property from the City, and Developer shall not be entitled to recover the value of any improvements made thereto. This offer shall occur no later than sixty (60) days after expiration of the term set forth in this paragraph. The parties further agree that an event of uncured default, as contemplated in paragraph 30 above, shall similarly trigger Developer's obligation to offer the Subject Property back to the City within sixty (60) days of that default. The City shall have sixty (60) days from receipt of Developer's written offer to exercise the same. Failure to exercise this right shall be deemed a waiver of the same by the City. Should Developer fail to timely offer

to re-convey the Subject Property or timely re-convey the same upon acceptance of that offer by the City, the City may exercise its right of re-entry by commencing an action in the Anoka County District Court to establish a breach of this Agreement. Should the City establish a breach of the obligations contained herein, title to and the right of possession of the Subject Property shall revert back to the City and Developer shall not be entitled to the value of any improvements made to the same. If the City establishes a breach of this obligation to re-convey, the City shall be entitled to recover all costs it incurs in bringing and pursuing the claim, including reasonable attorneys' fees. The obligations contained in this paragraph shall survive termination of the Agreement.

- 35) **Assignability.** Developer may assign its rights under this Agreement without the prior written consent of the City to an entity exclusively controlled by Buyer. If such an assignment occurs, Developer shall provide written notice of such assignment, and the parties shall execute an amendment to this Agreement reflecting the assignment. No such assignment shall relieve Developer from liability for its obligations under this Agreement. Except as otherwise provided herein, neither the City nor Developer shall assign its interest in this Agreement without the prior written consent of the other party.
- 36) **Shared Access Agreement Required.** Developer has designated one primary access point to the Subject Property from Osborne Road at Madison Street NE, at the southeast corner of the Subject Property. This access point is currently used by the neighboring Osborne Apartments and Developer intends to use this access point as a shared driveway with Osborne Apartments. Developer shall enter into a shared driveway agreement, in a form approved by the City, with the owners of the property occupied by Osborne Apartments to address the ongoing use and maintenance of the shared driveway. Such agreement shall be recorded on both affected properties and proof of such recording furnished to the City.
- 37) **Compliance with City Planner's Memo.** Developer shall comply with all recommendations made within the City Planner's Report dated May 25, 2020 as well as all Engineering comments and recommendations therein referenced.
- 38) **Storm Sewer Improvement and Developer Reimbursement to City.** As a part of the development of the Subject Property, Developer intends to install an overflow pipe, 12 inches in diameter in certain areas and 15 inches in diameter in other areas, to run from the proposed stormwater pond on the Subject Property (per the approved Site Plan) to the Terrace Road storm sewer. The City agrees to complete this pipe installation for Developer as a part of a larger project within the City, upon Developer's agreement to reimburse the City for the costs related thereto. The City Engineer prepared an estimate of such costs and the City has disclosed the same to Developer. The cost estimated to complete this work is \$75,000. Developer has reviewed this offer and desires to have the City complete the contemplated storm sewer pipe installation work contemplated herein. Developer hereby agrees to fully reimburse the City for all costs of this work, including any incurred by the City in excess of this estimate. However, Developer shall only be responsible for the City's actual costs of this work and the parties agree that the project estimate is not a minimum cost owed to the City. The City shall invoice Developer for

the costs of such work and Developer agrees to reimburse the City within 30 days of invoicing. At Developer's request, the City shall provide to Developer reasonable documentation supporting the costs incurred by the City. Should Developer fail to timely reimburse the City, Developer hereby agrees that the City may assess all costs incurred by the City to the Subject Property and Developer hereby waives any right to appeal said assessment.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LANDCO INVESTMENTS OF SPRING  
LAKE PARK, LLC,**  
a Minnesota limited liability company

Date \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ the \_\_\_\_\_ of Landco Investments of Spring Lake Park, LLC, a Minnesota limited liability company, on behalf of the company.

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

**CITY OF SPRING LAKE PARK**

Date\_\_\_\_\_

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

Date\_\_\_\_\_

By: \_\_\_\_\_  
Its Administrator, Clerk/Treasurer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Robert Nelson, the Mayor and Daniel R. Buchholtz, the City Administrator, Clerk/Treasurer of the City of Spring Lake Park, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.

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

**THIS INSTRUMENT WAS DRAFTED BY:**

John J. Thames, Esq.  
Carson, Clelland & Schreder  
6300 Shingle Creek Pkwy, Suite 305  
Minneapolis, MN 55430  
(763) 561-2800

## Schedule 1

|            |                                    |        |
|------------|------------------------------------|--------|
| Sheet C2.0 | Site Plan                          | [date] |
| Sheet C3.0 | Grading Plan                       | [date] |
| Sheet C4.0 | Utility Plan                       | [date] |
| Sheet C4.0 | Utility Plan - Extension           | [date] |
| Sheet C5.0 | Civil Details                      | [date] |
| Sheet C5.1 | Civil Details                      | [date] |
| Sheet C5.2 | Civil Details                      | [date] |
| Sheet L1.0 | Landscape Plan                     | [date] |
| Sheet L1.0 | Landscape Plan – Notes and Details | [date] |
| SW1.0      | SWPPP – Existing Conditions        | [date] |
| SW 1.1     | SWPPP – Proposed Conditions        | [date] |
| SW1.2      | SWPPP – Details                    | [date] |
| SW1.3      | SWPPP – Narrative                  | [date] |
| SW1.4      | SWPPP – Attachments                | [date] |
| SW1.5      | SWPPP – Attachments                | [date] |

**Exhibit “B”**

**See Attached**

