

7-16
Frances
543-0199

EXHIBIT "C"

PLANNED UNIT DEVELOPMENT AGREEMENT

AGREEMENT, dated November 16, 1987, between the CITY OF CHANHASSEN, a Minnesota municipal corporation (the "City"), and LAKE SUSAN HILLS, a Minnesota general partnership, and JAMES A. CURRY and BARBARA CURRY, husband and wife (the "Developer").

1. **Request for Planned Unit Development Approval.** The Developer has asked the City to approve a Planned Unit Development to be known as "LAKE SUSAN HILLS WEST PUD" (the "Development") on the land legally described on the attached Exhibit "A".

2. **Planned Unit Development Concept Approval.** The City hereby grants general Concept Plan approval of the plan attached as Exhibit "B". Approval is subject to the following: development and final stage approval, a negative declaration of the EAW, compliance with the EAW review findings and compliance with the terms and conditions of this Agreement. Except as modified herein, each plat shall also be subject to the standards of the City's Zoning and Subdivision Ordinances as may be amended from time to time.

3. **Density and Use.** The following densities are approximate and subject to change:

A. **Single Family Residential.** The total number of single family lots in the development shall not exceed 411. Except as modified herein, single family lots shall be developed in accordance with the uses, standards, and requirements of the RSF Zoning District.

B. **Multiple Family (High Density Residential).** The development shall provide a minimum of 21.5 acres of high density multiple family residential units. The total number of dwelling units of

r11/16/87

NOV 19 1987

CITY OF CHANHASSEN

high density multiple family residential property shall not exceed 375, or a density greater than 17.4 units per acre. Except as modified herein, the development of the high density multiple family residential shall be in accordance with the uses, standards, and requirements of the R-12 Zoning District.

C. Multiple Family (Mixed Medium Density Residential). The development shall provide a minimum of 23.6 acres of mixed medium density residential units. The total number of dwelling units of mixed medium density residential property shall not exceed 221, or a density greater than 9.3 units per acre. Except as modified herein, the development of the mixed medium density residential shall be in accordance with the uses, standards, and requirements of the R-8 Zoning District.

4. Parks. The Developer shall dedicate to the City Outlot F (18.1 acres), Outlot G (9.8 acres), Outlot H (3.9 acres), and Outlot E. A credit of 6.7 acres for park dedication will be given for Outlot E. Unless otherwise required by the City, conveyances of the park land shall be made when the final plat, wherein a park is located, is signed by the City. The land shall be platted as Outlots and transferred to the City by warranty deed. The Developer, at its sole cost, shall grade the land for the City in accordance with a timetable and plans to be furnished by the City. The Developer shall be given a credit of 50% of the park fee per dwelling unit in the plat for the conveyance of the above described land to the City. The balance of the park dedication fees shall be paid in cash in an amount and at the time required by City ordinance and policies in effect when final plats are approved.

5. **Trail and Sidewalk Development.** The Developer shall dedicate trails and sidewalks throughout the Development to the City as indicated on the Comprehensive Trail Plan. This dedication satisfies the City's trail dedication fee requirements. Trails shall be completed at the time street improvements are constructed in the phase where the trails and sidewalks or portions thereof are located. The Developer shall construct the following trails and sidewalks:

- (1). Eight (8) foot wide bituminous trail along the west side of Lake Susan.
- (2). Eight (8) foot wide bituminous off-street trail along the east side of Audobon Road; and an eight (8) foot wide bituminous off-street trail along the east side of Powers Boulevard.
- (3). Five (5) foot wide concrete off-street trail-sidewalk along one side of all internal streets except cul-de-sacs when the streets are constructed.
- (4). Twenty (20) foot wide bituminous off-street trail easement on the west side of Powers Boulevard. This trail segment shall only be constructed if ordered by the City Council. If ordered, the Developer will convey the easement to the City without cost, but the City will pay for the construction. Construction timing will be at the discretion of the City Council.

6. **Additional Conditions of Approval.**

A. The Developer shall provide buffer areas, acceptable to the City, between multiple family and single family areas to assure adequate transition between uses, including use of berms, landscaping, and setbacks from lot lines.

B. The Developer shall not damage or remove any trees except as indicated on the grading and tree removal plans to be approved by the City and submitted with each plat. Trees shall be protected from destruction by snow fences, flagging, staking, or other similar means during grading and construction.

C. Wetlands Nos. 14-10 and 23-01 as shown in Exhibit "C" shall be preserved in their natural state.

D. The following shall be the maximum percentage of allowable impervious surface: Outlot A 32%, Outlot B 30%, Outlot C 31%, and Outlot D 27%.

E. The Developer shall provide \$500.00 of landscaping per multiple family unit and \$150.00 per single family unit.

7. **Effect of Planned Unit Development Approval.** For five (5) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development, density, lot size, lot layout, or dedications of the development unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedicating requirements enacted after the date of this Agreement.

8. **Phased Development.** The Developer shall develop the development in eleven (11) phases in accordance with the EAW. No earth moving or other development shall be done in any phase prior to approval of final plats and development contract for the phase by the City.

9. **Compliance with Laws and Regulations.** The Developer represents to the City that the proposed development complies with all applicable City, County, Metropolitan, State, and Federal laws and regulations, including but not limited to: Subdivision Ordinances, Zoning Ordinances, and Environmental Regulations. The Developer agrees to comply with such laws and regulations.

10. **Variations from Approved Plans.** Minor variances from the approved plans may be approved by the City's Planning Director. Substantial departures from the approved plans shall require an amendment to the Planned Unit Development, in accordance with the Chanhassen Zoning Ordinance.

11. **License.** The Developer hereby grants the City, its agents, employees, and officers a license to enter the plat to inspect the work to be done by the Developer and to perform all work required hereunder if Developer fails to perform in accordance herewith.

12. **Utility, Pond, and Drainage Easements.** The Developer shall dedicate to the City at the time of final plat approvals utility, drainage, and ponding easements located within the plat, including access, as required to serve the plat.

13. **Responsibility for Costs.**

A. The Developer shall hold the City, its officers, agents, and employees harmless from claims by the Developer and third parties, including, but not limited to, lot purchasers, other property owners, contractors, subcontractors, and materialmen, for damages sustained, costs incurred, or injuries resulting from approval of the Agreement, the development, final plats, plans and specifications, and from the resulting construction and development. The Developer shall indemnify the City, its officers, agents, and employees for all costs, damages, or expenses, including reasonable engineering and attorney's fees, which the City may pay or incur in consequence of such claims.

B. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorney's fees. The Developer shall pay in full all

bills submitted to it by the City for such reimbursements within sixty (60) days after receipt. If the bills are not paid on time, the City may halt all development work until the bills are paid in full. Bills not paid within sixty (60) days shall be subject to an eight (8%) percent per annum interest charge.

14. Miscellaneous.

A. Breach of any material term of this Agreement by the Developer shall be grounds for denial of building permits, plats, and certificates of occupancy.

B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Planned Unit Development Agreement is for any reason held invalid as a result of a challenge brought by the Developer, its agents or assigns, the City may, at its option, declare the entire Agreement null and void and approval of the Final Development Plan shall thereby be revoked.

C. The action or inaction of any party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. Any party's failure to promptly take legal action to enforce this Agreement after expiration of time in which the work is to be completed shall not be a waiver or release.

D. This Agreement shall run with the land and may be recorded in the Carver County Recorder's Office.

E. This Agreement shall be liberally construed to protect the public's interest.

F. Due to the preliminary nature of many of the exhibits and plans and the timing of the overall Development, addendums to this Agreement may be required to address concerns not specifically set forth herein.

G. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.

H. The Developer represents to the City that the plat is not of "metropolitan significance" and that a state environmental impact statement is not required. However, if the City or another governmental entity or agency determines that a federal or state impact statement or any other review, permit, or approval is required, the Developer shall prepare or obtain it at its own expense. The Developer shall reimburse the City for all expenses, including staff time and reasonable attorney's fees, that the City may incur in assisting in preparation.

15. Notices. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, their employees or agents, or mailed to the Developer by certified or registered mail at the following address: 7600 Parklawn Avenue, Edina, Minnesota 55435. Notices to the City shall be in writing and shall be either hand delivered to the City Clerk or mailed to the City by certified or registered mail in care of the City Clerk at the following address: P.O. Box 147, 690 Coulter Drive, Chanhassen, Minnesota 55317.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF CHANHASSEN

BY: Thomas L. Hamilton
Thomas L. Hamilton, Mayor

BY: Don Ashworth
Don Ashworth, City Manager

LAKE SUSAN HILLS

BY: James A. Curry
A partner

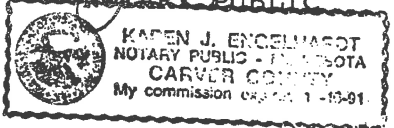
James A. Curry
JAMES A. CURRY

Barbara Curry
BARBARA CURRY


STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 8th day of December, 1987, by Thomas L. Hamilton, Mayor, and by Don Ashworth, City Manager, of the City of Chanhassen, a Minnesota municipal corporation, on behalf of the corporation and pursuant to authority granted by its City Council.

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

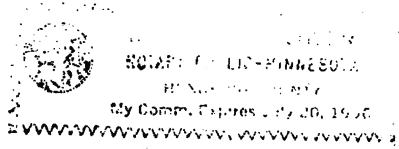
Karen J. Engelhardt
NOTARY PUBLIC


The foregoing instrument was acknowledged before me this 1st day of December, 1987, by James A. Lamson, a partner of Lake Susan Hills, a Minnesota general partnership, on its behalf.


BARBARA FISHER
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 19, 1992

Barbara Fisher
NOTARY PUBLIC

STATE OF MINNESOTA)
(SS.
COUNTY OF Hennepin)



The foregoing instrument was acknowledged before me this 1
day of December, 1987, by JAMES A. CURRY and BARBARA CURRY,
husband and wife.

Bealle J. Jensen
NOTARY PUBLIC

DRAFTED BY:
Grannis, Grannis, Farrell
& Knutson, P.A.
403 Norwest Bank Building
161 North Concord Exchange
South St. Paul, MN 55075
(612) 455-1661

LEGAL DESCRIPTION FOR LOCATION PURPOSE ONLY

All that part of the Southwest Quarter and the Southeast Quarter of Section 14 and the north one-half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 23, all in Township 116, Range 23, Carver County, Minnesota lying southerly of Outlot D, CHANHASSEN LAKES BUSINESS PARK, according to the recorded plat thereof, said Carver County, and lying westerly of the westerly right-of-way line of new County Road No. 17.

EXCEPT that part of the Northwest Quarter of said Northwest Quarter lying westerly of the following described line and its northerly and southerly extension:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter; thence South 89 degrees 04 minutes 49 seconds West, bearing assumed, along the south line of said Northwest Quarter of the Northwest Quarter, a distance of 790.00 feet to the point of beginning of the line to be described; thence North 1 degree 57 minutes 27 seconds West, a distance of 460.00 feet; thence North 18 degrees 32 minutes 33 seconds East, a distance of 330.00 feet; thence North 52 degrees 00 minutes 00 seconds West, a distance of 638.57 feet; thence North 1 degree 57 minutes 27 seconds West, a distance of 150.59 feet to a point on the north line of said Northwest Quarter of the Northwest Quarter distant 156.07 feet westerly of the northwest corner of said Northwest Quarter of the Northwest Quarter as measured along said north line and there terminating.

ALSO EXCEPT that part of the east one-half of said Northwest Quarter lying westerly of the westerly right-of-way line of said New County Road No. 17 and southerly and easterly of the following described line:

Commencing at the northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23; thence South 1 degree 50 minutes 17 seconds East, bearing assumed, along the west line of said Southeast Quarter of the Northwest Quarter, a distance of 675.00 feet; thence East, a distance of 305.00 feet; thence North 40 degrees 00 minutes 00 seconds East, a distance of 270.00 feet; thence North 2 degrees 00 minutes 00 seconds West, a distance of 200.00 feet; thence North 19 degrees 00 minutes 00 seconds West, a distance of 323.00 feet; thence North 69 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 20 degrees 00 minutes 00 seconds East, a distance of 410.00 feet; thence North 89 degrees 00 minutes 00 seconds East, a distance of 395.74 feet to the westerly right-of-way line of New County Road No. 17 and there terminating.

Quarter
Quarter

LEGAL DESCRIPTION FOR LOCATION PURPOSE ONLY

All that part of the east one-half of the Southeast Quarter of Section 15, Township 116, Range 23, Carver County, Minnesota lying easterly of the centerline of old County Road No. 17 as travelled.

CITY OF CHANHASSEN

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

EXHIBIT "D"

GENERAL CONDITIONS

1. Right to Proceed. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully-executed by both parties and filed with the City Clerk, 2) the necessary security and fees have been received by the City, 3) the plat has been recorded with the County Recorder's Office of the County where the plat is located, and 4) the City Engineer has issued a written letter that the foregoing conditions have been satisfied and then the Developer may proceed.

2. Phased Development. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City.

3. Effect of Subdivision Approval. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

4. Improvements. The improvements specified in the Special Provisions of this Contract shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared and signed by a competent registered professional engineer furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits from the Metropolitan Waste Control Commission and other agencies before proceeding with construction. The City will, at the Developer's expense, have one or more construction

Revised 2/18/88.
Approved by the
City Council on
2/22/88.

GC-1

Page 20 of 27

inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer shall instruct its engineer to respond to questions from the City Inspector(s) and to make periodic site visits to satisfy that the construction is being performed to an acceptable level of quality in accordance with the engineer's design. The Developer or his engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within sixty (60) days after the completion of the improvements and before the security is released, the Developer shall supply the city with the following: (1) a complete set of reproducible Mylar as-built plans, (2) two complete sets of blue line as-built plans, (3) two complete sets of utility tie sheets, (4) location of buried fabric used for soil stabilization, (5) location stationing of all utility stubs, and (6) bench mark network.

5. License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

6. Erosion Control. Before the site is rough graded, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be certified seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule of supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. No development will be allowed and no building permits will be issued unless the plat is in full compliance with the erosion control requirements. Erosion control needs to be maintained until vegetative cover has been restored, even if construction of the improvements has been completed and accepted. After the site has been stabilized to where in the opinion of the City there is no longer a need for erosion control, the City will remove the erosion control measures. Before the City signs the final plat, the Developer shall pay the City a fee of \$1.00 per foot of erosion control that is required to be constructed in accordance with the erosion control plan for the plat, Plan B, to cover the City's cost for the removal.

7. Clean up. The Developer shall maintain a neat and

orderly work site and shall daily clean, on and off site, dirt and debris, including all blowables, from streets and the surrounding area that has resulted from construction work by the Developer, its agents or assigns.

8. Acceptance and Ownership of Improvements. Upon completion and acceptance by the City of the work and construction required by this contract, the improvements lying within public easements shall become City property. After completion of the improvements, a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work with the City Engineer. Before the City accepts the improvements, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and the Developer and his engineer shall submit a written statement attesting to same with appropriate contractor waivers. Final acceptance of the public improvements shall be by City Council resolution.

9. Claims. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment out of the financial guarantees posted with the City, and if the claims are not resolved at least ninety (90) days before the security required by this Contract will expire, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees.

10. Park and Trail Dedication. Prior to the issuance of building permits for residential construction within the plat, the Developer, its successors or assigns, shall pay to the City the park and trail dedication fees then in force pursuant to Chanhassen City Ordinances and City Council resolutions.

11. Landscaping. Unless the lot already has one tree on it, the Developer shall plant a tree on every lot in the plat. Suitable trees include:

Maples	Ash
Linden	Basswood
Green Ash	Birch
Honeylocust	Ginko (male only)
Hackberry	Kentucky Coffee Tree
Oak	

Other species of trees may be approved by the building inspector. Trees which can cause a public nuisance, such as cotton producing trees, or can be a public hazard, such as bug infestation or weak

bark, are prohibited. The minimum tree size shall be two (2) inches caliper, either bare root in season, or balled and burlapped. The trees may not be planted in the boulevard. In addition to any sod required as a part of the Erosion Control Plan (Plan B), the Developer shall sod the boulevard area and all drainage ways on each lot utilizing a minimum of four inches of topsoil as a base. Weather permitting, the trees, sod, and seed shall be planted before Certificates of Occupancy are issued for a lot.

12. Warranty. The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free at the time of planting. All trees shall be warranted for twelve (12) months from the time of planting. The Developer or his contractor(s) shall post maintenance bonds (Miller-Davis Company form No. 1636 or equal) or other security acceptable to the City to secure the warranties at the time of final acceptance.

13. Lot Plans. Prior to the issuance of building permits an acceptable Grading, Drainage, Erosion Control, and Tree Removal Plan shall be submitted for each lot as required in the Special Provisions, for review and approval by the City Engineer. Each plan shall assure that drainage is maintained away from buildings and that tree removal is consistent with City Ordinance.

14. Existing Assessments. Any existing assessments against the plat will be respread against the plat in accordance with City standards.

15. Street Lighting. Before the City signs the final plat, the Developer shall pay the City a fee of \$200.00 for each street light installed in the plat. The fee shall be used by the City for furnishing electricity for each light for twenty (20) months.

16. Street Signs. All street name and traffic signs required by the City as a part of the public improvements shall be furnished and installed by the City at the sole expense of the Developer.

17. Responsibility for Costs.

A. The Developer shall pay an administrative fee in conjunction with the installation of the plat improvements. This fee is to cover the cost of City staff time and overhead for items such as review of construction documents, preparation of the Development Contract, monitoring construction progress, processing pay requests, processing security reductions and final acceptance of improvements. This fee does not cover the City's cost for resident construction inspections. The fee shall be calculated as follows:

- i) if the cost of the construction of public improvements is less than \$500,000, three percent (3%) of construction costs;
- ii) if the cost of the construction of public improvements is between \$500,000 and \$1,000,000, two percent (2%) of construction costs;
- iii) if the cost of the construction of public improvements is over \$1,000,000, one and one-half percent (1½%) of construction costs.

Before the City signs the final plat, the Developer shall deposit with the City a fee based upon construction estimates. After construction is completed, the final fee shall be determined based upon actual construction costs. The cost of public improvements is defined in paragraph 6 of the Special Provisions.

B. In addition to the administrative fee, the Developer shall reimburse the City for all out-of-pocket costs incurred by the City for providing resident construction inspections. This cost will be periodically billed directly to the Developer based on the actual progress of the construction. Payment shall be due in accordance with Article 17E of this agreement.

C. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

D. In addition to the administrative fee, the Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this not paid on time, the City may halt all plat development work and construction, including but not limited to the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of 8% per year.

F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

18. Developer's Default. In the event of default by

the Developer as to any of the work to be performed by it hereunder, 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 four (4) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

19. Miscellaneous.

A. Construction Trailers. Placement of on-site construction trailers and temporary job site offices shall be approved by the City Engineer as a part of the pre-construction meeting for installation of public improvements. Trailers shall be removed from the subject property within thirty (30) days following the acceptance of the public improvements unless otherwise approved by the City Engineer.

B. Postal Service. The Developer shall provide for the maintenance of postal service in accordance with the local Postmaster's request.

C. Third Parties. Third parties shall have no recourse against the City under this Contract.

D. Breach of Contract. Beach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

E. Severability. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

F. Delays. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all resulting liability and costs from delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.

G. Occupancy. Unless approved in writing by the City engineer, no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface.

H. Waivers/Amendments. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, 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 Contract shall not be

a waiver or release.

I. Release. This Contract shall run with the land and may be recorded against the title to the property. After the Developer has completed the work required of it under this Contract, at the Developer's request the City will execute and deliver to the Developer a release.

J. Insurance. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

K. Remedies. 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 hereafter arising, available to 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 shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

L. Assignability. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

M. Construction Hours. Construction equipment may only be operated in the plat between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Operation of construction equipment is also prohibited on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

N. Access. All access to the plat prior to the City accepting the roadway improvements shall be the responsibility of the Developer regardless if the City has issued building permits or occupancy permits for lots within the plat.

O. Street Maintenance. The Developer shall be responsible for all street maintenance until streets within the

subdivision are accepted by the City. Warning signs shall be placed by the Developer when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If streets become impassable, the City may order that such streets shall be barricaded and closed. The Developer shall maintain a smooth roadway surface and provide proper surface drainage. The Developer may request, in writing, that the City plow snow on the streets prior to final acceptance of the streets. The City shall have complete discretion to approve or reject the request. The City shall not be responsible for reshaping or damage to the street base or utilities because of snow plowing operations. The provision of City snow plowing service does not constitute final acceptance of the streets by the City.

P. Soil Treatment Systems. If soil treatment systems are required, the Developer shall clearly identify in the field and protect from alteration, unless suitable alternative sites are first provided, the two soil treatment sites identified during the platting process for each lot. This shall be done prior to the issuance of a Grading Permit. Any violation/disturbance of these sites shall render them as unacceptable and replacement sites will need to be located for each violated site in order to obtain a building permit.

- - - END OF GENERAL CONDITIONS - - -

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA
COUNTY OF CARVER

Filing Fee \$ 27.⁰⁰

This is to certify that this document was filed in this office on the 25 day of July 1988 A.D. at 1:30 o'clock P.M. and was duly recorded as document no. 97821

CARL W. HANSON JR.

County Recorder

by:

W. Gary J. Frey
M. L. L. G. V. G.

City of Chan

CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA

ORDINANCE NO. 300

**AN ORDINANCE AMENDING CHAPTER 20
OF THE CHANHASSEN CITY CODE, BEING THE
ZONING CHAPTER OF THE CITY OF CHANHASSEN
BY AMENDING A PLANNED UNIT DEVELOPMENT**

THE CITY COUNCIL OF THE CITY OF CHANHASSEN ORDAINS:

SECTION 1. Chapter 20 of the Chanhassen City Code is hereby amended to amend the Planned Unit Development zoning on the following described property located within the City of Chanhassen, Minnesota:

Outlot A, LAKE SUSAN HILLS

SECTION 2. Zoning Regulations. The allowed uses and performance standards for the above described property are set forth in the following documents on file with the City Clerk which are incorporated herein by reference:

- Amendment to Planned Unit Development Agreement dated March 13, 2000.
- Planned Unit Development Agreement dated November 16, 1987.

SECTION 3. The Zoning Map of the City of Chanhassen referred to and described in Chapter 20 shall not be republished to show the aforesaid amendment, but the zoning map on file in the City Clerk's office shall be appropriately marked for the purpose of indicating the zoning provided for in this ordinance.

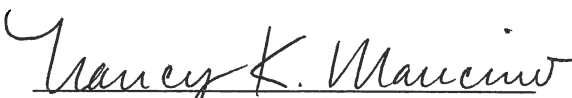
SECTION 4. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to law.

PASSED AND ADOPTED this 13th day of March, 2000, by the City Council of the City of Chanhassen, Minnesota.

ATTEST:



Scott A. Botcher, City Manager



Nancy K. Mancino, Mayor

(Published in the Chanhassen Villager on April 6, 2000).

**AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT**

AGREEMENT dated March 13, 2000, between the **CITY OF CHANHASSEN**, a Minnesota municipal corporation (the “City”), and **LAKE SUSAN HILLS**, a Minnesota general partnership, and **JAMES A. CURRY and BARBARA CURRY**, husband and wife (the “Developer”).

1. **PLANNED UNIT DEVELOPMENT AGREEMENT.** The Planned Unit Development Agreement dated November 16, 1987 (“PUD Agreement”) shall remain in full force and effect except as specifically amended herein.
2. **AMENDMENT.** Paragraph 6D of the PUD Agreement is amended to read as follows:

D. The following shall be the maximum percentage of allowable impervious surface: Outlot A 35%, Outlot B 35%, Outlot C 40%, and Outlot D 35%.

CITY OF CHANHASSEN

LAKE SUSAN HILLS

BY: _____
Nancy K. Mancino, Mayor

BY: _____
Its general partner

AND _____
Scott A. Botcher, City Manager

JAMES A. CURRY

BARBARA CURRY