

**City of Chanhassen
Development Contract
and
Planned Unit Development Agreement**

AGREEMENT dated October 28, 1992, and by and between the CITY OF CHANHASSEN, a Minnesota municipal corporation, (the “City”), and CRAIG T. SWAGGERT and TANNA L. MOORE, husband and wife, (the “Developer”).

1. **Request for plat approval.** The Developer has asked the City to approve a plat for CHES MAR TRAILS (referred to in this Contract as the “plat”). The land is legally described on the attached Exhibit A.
2. **Request for planned unit development approval.** The Developer has asked the City to approve the plat and planned unit development.
3. **Conditions of Plat and Planned Unit Development Approval.** The City hereby approves the plat and planned unit development on condition that the Developer enter into this Contract and abide by its terms.
4. **Development Plan.** The plat shall be developed in accordance with the approved plat.
5. **Improvements.** The Developer shall install and pay for the following:
 - a. Site Grading
 - b. Underground Utilities (e.g. gas, electric, telephone, CATV)
 - c. Setting of Lot and Block Monuments
 - d. Surveying and Staking
6. **Zoning.** Except as specifically provided herein, the PUD shall comply with the standards and requirements of the A-2, Agricultural Estate District, zoning classification as may be amended.
7. **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 the plat development.
8. **Grading, Drainage, and Erosion Control.** Before the site is rough graded, and before any construction is commenced or building permits are issued, a grading, drainage, and erosion control plan must be prepared by the Developer and approved by the City. The Developer shall implement the plan and the City may make periodic inspections to ensure compliance. 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 grading, drainage, and 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 grading, drainage, and erosion control plan and schedule or 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 right or obligations hereunder. No development will be allowed and no building permits will be issued unless the plat is in full compliance with the approved grading, drainage, and erosion control plan. Erosion control must be maintained until vegetative cover has been restored, even if construction 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 authorize the removal of the erosion control, i.e. hay bales and silt fence. The Developer shall remove and dispose of the erosion control measures.

9. **Security.** To guarantee compliance with the terms of this Contract the Developer shall furnish the City with a letter of credit from a bank, cash escrow, or equivalent ("security") for \$2,750.00. the amount of the security was calculated as 110% of the following:

Drainage Improvement And Erosion control	\$2,000.00
Engineering, surveying, And inspection	\$ 500.00
Total Cost	\$2,500.00

The security shall be furnished to the City before the plat is graded or a building permit issued. The security will be released when the work is complete. The City may draw down the security, without notice, for any violation for the terms of this Contract. If the security is drawn down, the draw shall be used to cure the default. With City approval, the security may be reduced from time to time as financial obligations are paid, but in no case shall the security be reduced to a point less than 10% of the original mount until all work is complete and accepted by the City.

10. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address: 2739 Ches Mar Road, Chanhassen, Minnesota 55337. Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by registered mail in care of the City Manager at the following address: Chanhassen City Hall, 690 Coulter Drive, P.O. Box 147, Chanhassen, Minnesota 55317, Telephone (612) 9397-1900.

11. Other Special Conditions.

- a. This planned unit development agreement shall be recorded against the plat.
- b. The application must receive an access permit from the Minnesota Department of Transportation for the proposed access servicing Lot 1, Block 1; Lot 2, Block 2; and Outlots A and B.
- c. A driveway easement acceptable to the City shall be provided across Outlots A and B for the benefit of Lot 1, Block 1, and recorded against such properties before the City issues a building permit for Lot 1, Block 1. The

The forgoing instrument was acknowledged before me this 22nd day of October, 1992, by Donald J. Chmiel, Mayor, and by Don Ashworth, City Manager, of the City of Chanhassen, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

CONSENT

Americana Bank, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 28th day of October, 1992.

By: Joe H. Arends
Its Vice President

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The forgoing instrument was acknowledged before me this 28TH day of October, 1992, by JOE H. ARENDS, VICE PRESIDENT OF AMERICANA BANK.

NOTARY PUBLIC

DRAFTED BY:

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& Fuchs, P.A.
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