

PLANNED UNIT DEVELOPMENT AGREEMENT

AGREEMENT dated this 28th day of June, 1993, by and between the **CITY OF CHANHASSEN**, a Minnesota municipal corporation ("City") and **WEST ONE PROPERTIES**, a Minnesota general partnership ("Developer").

1. **REQUEST FOR APPROVAL.** The Developer has asked the City to rezone the land encompassed in **the WEST ONE ADDITION** ("subject property") to planned unit development ("PUD").
2. **CITY APPROVAL.** The City hereby grants PUD approval subject to the terms of this Agreement.
3. **PURPOSE.** The purpose of this zone is to create a PUD that will allow the expansion of an existing office/light manufacturing use. It is intended that this use be operated and maintained to preserve its low intensity character to ensure its compatibility with surrounding uses and the greater Chanhassen Central Business District.
4. **PERMITTED USES.** Permitted uses are limited to the following:
 - Light Manufacturing
 - Retail
 - Newspaper and Small Printing Offices
 - Veterinary Clinic
 - Animal Hospital
 - Offices

5. STANDARDS.

A. Light manufacturing is subject to the following limitations:

- no visible emissions of smoke
- no noise emissions exceeding the MPCA standards measured at the property line
- no outdoor, unscreened storage of materials, trash storage, shipping pallets except for recycling materials
- no overnight parking of semi-trailers or inoperable vehicles
- all parking must be accommodated on-site in a concealed location behind the building.

B. Retail uses are subject to the following limitations:

- signage consistent with approved sign package
- retail uses must be consistent with the site's restricted parking.

6. CBD ZONING. Except as specifically provided herein, the subject property is subject to the requirements of the **CBD, Central Business District**, zoning district as may be amended.

7. EFFECT OF PLANNED UNIT DEVELOPMENT APPROVAL. For two (2) 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 dedication requirements enacted after the date of this Agreement.

8. 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 planned unit development ordinance, subdivision ordinances, zoning ordinances, and environmental regulations. The Developer agrees to comply with such laws and regulations.

9. ENFORCEMENT. 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 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 (50) days shall be subject to an eight percent (8%) per annum interest charge.

10. MISCELLANEOUS.

A. Breach of any material term of this Agreement by the Developer shall be grounds for denial of building permits.

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 planned unit development 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 shall be recorded in the Carver County Recorder's office.

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

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

G. The Developer represents to the City that the Planned Unit Development 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 incurs in assisting in preparation.