



*City Council Memorandum*

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** April 5, 2021  
**Item:** Heritage Ridge 2<sup>nd</sup> Addition - 31 Lots - TC Land LLC - General Sieben and Fallbrooke Drives.

**Council Action Requested:**

Consider the following actions related to development of HERITAGE RIDGE 2<sup>ND</sup> ADDITION containing 31 lots located at the northwest corner of General Sieben Drive and Fallbrooke Drive as proposed by TC Land LLC:

- 1) **Resolution: Final Plat** - Approval to subdivide 31 lots and four outlots consistent with the previous Preliminary Plat approval.
- 2) **Authorize Signature: Development Agreement** - Memorialization of terms of Final Plat approval and Developer obligations for construction.

A simple majority is necessary for action.

**Background Information:**

The City Council granted Preliminary Plat approval on October 5, 2020. The Final Plat is consistent with Preliminary Plat approval.

**Financial Impact:**

The addition of 31 home sites will add to the tax base and create needed housing opportunities.

**Advisory Commission Discussion:**

The Planning Commission voted 7-0 to recommend approval of the Final Plat at the March 22, 2021 meeting with limited discussion.

**Attachments:**

- Resolution
- Planning Commission Staff Report - March 22, 2021
- Development Agreement

**HASTINGS CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
GRANTING FINAL PLAT APPROVAL OF HERITAGE RIDGE 2<sup>ND</sup> ADDITION**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, TC Land LLC has petitioned for Final Plat approval of HERITAGE RIDGE 2<sup>ND</sup> ADDITION, containing 31 lots and four outlots. The subject property is generally located northwest of General Sieben Drive and Fallbrooke Drive legally described as Outlot C, HERITAGE RIDGE, Dakota County, Minnesota; AND

**WHEREAS**, on October 5, 2020 the City Council granted Preliminary Plat approval; and

**WHEREAS**, on March 22, 2021, review of the final plat was conducted before the Planning Commission of the City of Hastings, as required by state law, city charter, and city ordinance; and

**WHEREAS**, The Planning Commission recommended approval of the Final Plat finding it to be consistent with the approved Preliminary Plat; and

**WHEREAS**, The City Council has reviewed the request and recommendation of the Planning Commission.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF HASTINGS AS FOLLOWS:**

That the City Council hereby approves the Final Plat as presented subject to the following conditions:

- 1) Conformance with the plans submitted with the City Council Staff Report dated April 5, 2021.
- 2) Westview Drive shall be renamed to Westpointe Drive.
- 3) Final approval of all Civil Plans including Grading, Drainage and Erosion Control Plan, and Utility Plan by the Public Works Director.

- 4) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 5) Establishment of sureties and payment of escrow prior to commencement of site grading and utilities.
- 6) No Occupancy of dwelling units shall occur until Developer furnishes the City with a copy of written notice, acknowledged by the initial owners and occupants of the dwelling, demonstrating that the Developer notified initial owners and occupants, and by recording a written notice to any subsequent owners, of the existence of active mining operations including blasting on the adjacent property and the potential for disturbance to foundations and improvements.
- 7) Execution of a Development Agreement to memorialize conditions of approval and to establish applicable escrow amounts to ensure completion of public improvements.
- 8) Execution of a stormwater access and maintenance agreement between the City and property owner prior to recording of the final plat.
- 9) A declaration of covenants, conditions and restrictions or the equivalent document shall be submitted for review and approval by the City before release of the final plat mylars to ensure maintenance of any open space, median plantings, cul-de-sac plantings, common drives, stormwater infrastructure, and common utilities. The declaration shall include, but is not limited to, the following:
  - a. A statement requiring the deeds, leases or documents of conveyance affecting buildings, units, parcels, tracts, townhouses, or apartments be subject to the terms of the declaration.
  - b. A provision for the formation of a property owners association or corporation and that all owners must be members of said association or corporation which may maintain all properties and common areas in good repair and which may assess individual property owners proportionate shares of joint or common costs. The association or corporation must remain in effect and may not be terminated or disbanded.
  - c. Membership in the association shall be mandatory for each owner and any successive buyer.
  - d. Any open space restrictions must be permanent and may not be changed or modified without city approval.

- e. The association is responsible for liability insurance, local taxes and the maintenance of the open space facilities deeded to it.
  - f. Property owners are responsible for their pro-rata share of the cost of the association by means of an assessment to be levied by the association which meet the requirements for becoming a lien on the property in accordance with Minnesota Statutes.
  - g. The association may adjust the assessment to meet changing needs.
- 10) Submission of certification of taxes paid in full for the property prior to release of the final plat mylars for recording.
  - 11) Payment of \$68,200 (\$2,200 x 31 units) to satisfy park dedication requirements prior to release of the final plat mylars for recording.
  - 12) Payment of \$15,035 (\$485 x 31 units) in sewer interceptor fees prior to release of the final plat mylars for recording.
  - 13) Developer presentation of trunk sewer extension costs to the Public Works Director to determine any City contribution towards upsizing.
  - 14) Individual mailboxes for each home are not permitted. Mailboxes must be grouped into clusters.
  - 15) Developer shall plant "boulevard" trees of at least 1.5 caliper inches according to the submitted tree plan. An escrow is required for any unplanted trees before a certificate of occupancy is issued.
  - 16) One front yard tree of at least 1.5 caliper inches must be planted by the builder or developer on every platted lot. An escrow is required for any unplanted trees before a certificate of occupancy is issued.
  - 17) Development of the platted outlots shall be prohibited until replatted as lots of record.
  - 18) Blanket drainage and utility easements shall be recorded against all outlots, unless they are further delineated to the satisfaction of the Public Works Director.
  - 19) Any uncompleted site work (including landscaping) must be escrowed for prior to issuance of a certificate of occupancy.

20) Approval is subject to a one year Sunset Clause; the plat must be recorded with Dakota County within one year of City Council approval or approval is null and void.

Council member \_\_\_\_\_ moved a second to this resolution and upon being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council on April 5, 2021 by the following vote:

Ayes:  
Nays:  
Absent:

ATTEST:

\_\_\_\_\_  
Mary Fasbender, Mayor

\_\_\_\_\_  
Eric Henderson,  
City Clerk

(City Seal)

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 5<sup>th</sup> day of April, 2021, as disclosed by the records of the City of Hastings on file and of record in the office.

\_\_\_\_\_  
Erica Henderson, City Clerk

(SEAL)

This instrument drafted by:  
City of Hastings (JH)  
101 4th St. E.  
Hastings, MN 55033



*Planning Commission Memorandum*

**To: Planning Commissioners**  
**From: John Hinzman, Community Development Director**  
**Date: March 22, 2021**  
**Item: Heritage Ridge 2<sup>nd</sup> Addition - Final Plat #2021-04 - TC Land**

**Planning Commission Action Requested**

Recommend action on the request of TC Land for the Final Plat of Heritage Ridge 2<sup>nd</sup> Addition containing 31 traditional single family and villa home lots. The 24.87 acre property is located north and west of Heritage Ridge 1<sup>st</sup> Addition near General Sieben Drive and Fallbrooke Drive.

**BACKGROUND INFORMATION**

**Preliminary Plat Approval**

Preliminary Plat approval for future subdivision of the greater 40 acre parcel into 116 lots was reviewed by the Planning Commission on August 24, 2020 and approved by the City Council on October 5, 2020. The Final Plat conforms with the Preliminary Plat.

**Comprehensive Plan**

The property is guided Low Residential within the 2040 Comprehensive Plan. The designation includes single family and two family housing with allowable densities of 2.5-6.0 housing units per net acre and lots sizes of at least 6,000 s.f. The proposed development plan is consistent with the Comprehensive Plan.

**Zoning**

The parcel is R-2 - Medium Density Residence. The R-2 District allows both single and two family structures.

**Existing Condition**

The site is gently rolling, treeless, and used for agriculture. Trees exist along the southern boundary.

**Adjacent Zoning and Land Use**

The following land uses abut the property:

<b>Direction</b>	<b>Use</b>	<b>Comp Plan District</b>	<b>Zoning District</b>
North	Agriculture	Low Density Residential	R-2 Medium Density
East	General Sieben Drive Single Family Residential	Low Density Residential	R-1 Single Family
South	Nininger Township Aggregate Mining & Ag	Low Density Residential	Nininger Twp
West	Nininger Township Agriculture	Low Density Residential	Nininger Twp

**FINAL PLAT REVIEW**

**Request**

Final Plat approval of Heritage Ridge 2<sup>nd</sup> Addition Ridge containing 31 home sites comprising of traditional and villa home lots.

**Difference Between Preliminary Plat and Final Plat**

Preliminary Plat approval includes the plan for future subdivision of the entire development including a review of lots, streets, grading, stormwater, utilities, public land dedication, and landscaping. Final Plat approval is the formal subdivision of all or a portion of a Preliminary Plat into lots of record for home construction. The Preliminary Plat establishes the plan for development, while the Final Plat formally puts the plan into effect.

**Lot Layout**

Proposed lots meet the following minimum requirements of the R-2 Zoning District:

	<b>Minimum Requirement</b>	<b>Proposal</b>
Lot Area	7,000 s.f.	7,032 - 13,560 s.f.
Front Yard Setback	20'	20'
Interior Side Yard Setback	7'	7'
Corner Side Yard Setback	10'	10'
Rear Yard Setback	20'	20 - 70'

**Outlots**

Outlots are parcels of land that are restricted from immediate development. Development restrictions may be permanent (such as stormwater basins), or temporary (such as future phases of a development). The outlots included in the final plat are designated as follows:

- Stormwater Ponding - Outlots A,B, and C
- Future Development - Outlot D

**Street Names**

The following street name changes are required:

- 1) Westview Drive shall be renamed Westpointe Drive.

**Street Layout**

Development includes the extension of Fallbrooke Drive from its present terminus in the first addition. Ridgepointe Drive, Ridgepointe Court, and Westpointe Drive would extend from Fallbrooke. The western extent of Fallbrooke Drive and northern extent of Ridgepointe Drive would both incorporate temporary cul-de-sacs that would be removed during street extension in future phases.

**Pedestrian Access**

Pedestrian access is adequate. A five foot sidewalk is planned for the eastern side of both Ridgepointe Drive and Westpointe Drive. Both sidewalks will connect to the City trail system at Northridge Drive upon construction of future phases.

**Aggregate Operations**

Solberg Aggregate is actively mining areas along the western 1/3<sup>rd</sup> of the adjacent southern boundary of the proposed subdivision. The mining operations are located within Nininger Township and outside of the jurisdiction of the City of Hastings. Mining activities can produce noise. Blasting of aggregate has historically occurred ranging from once a week to once every three weeks. Future mining operations could be expanded further east bringing operations in closer proximity to home sites. Future home owners should be made aware of the existence of the mining operations and the potential for disturbance.

**Landscape Plan**

The landscape plan identifies boulevard tree plantings every 50 lineal feet along all new right-of-ways. Additional trees are shown within the read yards. Front yard trees will be required for every unit as part of the building permit.



**Civil Plan Review - Grading, Drainage, Erosion Control, and Municipal Utilities**

The site is gently rolling. Stormwater rules require that all site drainage be treated within the boundaries of the plat. The Engineering Department is conducting an in depth analysis of stormwater drainage to ensure conformance with requirements. Approval is conditioned on approval by the Public Works Director.

**Stormwater Ponding - SEAS Property**

Outlot C of the proposed addition contains a large stormwater pond that will receive drainage from future phases in the northern portion of the development. The Developer seeks to establish stormwater drainage on the St. Elizabeth Ann Seton (SEAS) church property immediately adjacent to the site to meet stormwater requirements. The Developer has also provided an alternative plan to handle stormwater on site in lieu of an agreement with SEAS.

**Sanitary Sewer and Water Trunk Oversizing**

Trunk sanitary sewer and water will be extended into and through the site for future development. Oversize charges may be paid by the City.

**Development Agreement**

The City and developer shall enter into a Development Agreement to memorialize conditions of approval and to establish applicable escrow amounts to ensure completion of public improvements.

**Stormwater Maintenance Agreement**

The developer must execute a stormwater maintenance agreement over all private stormwater utility systems to ensure private maintenance and to allow for emergency public access prior to recording of the final plat.

**Association Maintenance Agreement**

A homeowner's association or similar mechanism will be required to ensure maintenance of private common infrastructure including cul-de-sac islands, and private stormwater infrastructure prior to recording of the final plat.

**Park Land Dedication**

On January 21, 2020 the City Council accepted cash in lieu of land to satisfy park dedication within Heritage Ridge consistent with the January 14<sup>th</sup> recommendation of the Parks and Recreation Commission. Payment of cash in lieu of land in the amount of \$68,200 (\$2,200 x 31 units) will be due prior to release of the final plat mylars for recording.

**Interceptor Sewer Fee**

Payment of sewer interceptor fees in the amount of \$15,035 (\$485 x 31 units) is required prior to release of the final plat mylars for recording.

**RECOMMENDATION - FINAL PLAT**

Approval of the Final Plat of the Heritage Ridge 2<sup>nd</sup> Addition is recommended subject to the following conditions:

- 1) Conformance with the plans submitted with the Planning Commission Staff Report dated March 22, 2021.
- 2) Westview Drive shall be renamed to Westpointe Drive.
- 2) Final approval of all Civil Plans including Grading, Drainage and Erosion Control Plan, and Utility Plan by the Public Works Director.
- 3) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 4) Establishment of sureties and payment of escrow prior to commencement of site grading and utilities.
- 5) No Occupancy of dwelling units shall occur until Developer furnishes the City with a copy of written notice, acknowledged by the initial owners and occupants of the dwelling, demonstrating that the Developer notified initial owners and occupants, and by recording a written notice to any subsequent owners, of the existence of active mining operations including blasting on the adjacent property and the potential for disturbance to foundations and improvements.
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- a. A statement requiring the deeds, leases or documents of conveyance affecting buildings, units, parcels, tracts, townhouses, or apartments be subject to the terms of the declaration.
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- 19) Approval is subject to a one year Sunset Clause; the plat must be recorded with Dakota County within one year of City Council approval or approval is null and void.

**ATTACHMENTS**

- Site Location Map
- Preliminary Plat
- Final Plat
- Application

LOCATION MAP





**LOT AREA TABLE - PHASE 1**

Parcel #	Lot/Block	Area
1	1/1	8844
2	2/1	7150
3	3/1	7000
4	4/1	7225
5	5/1	10686
6	1/2	8705
7	2/2	7789
8	3/2	12287
9	4/2	12654
10	Outlet A	14196
11	Outlet B	13915
12	ROW	18008

**LOT AREA TABLE - PHASE 2**

Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area
13	2-1/1	19451	25	3-3/2	7459
14	2-2/1	9425	26	3-4/2	8220
15	2-3/1	9425	27	3-1/3	7477
16	2-4/1	9425	28	3-2/3	7127
17	2-5/1	9425	29	3-3/3	7179
18	2-6/1	9425	30	2-4/3	7427
19	2-7/1	9425	31	2-5/3	7441
20	2-8/1	9813	32	2-6/3	7167
21	2-9/1	9066	33	3-7/3	7206
22	2-10/1	8677	34	3-1/4	7696
23	2-1/2	7191	35	2-2/4	7098
24	2-3/2	7032	36	2-3/4	8889

**LOT AREA TABLE - PHASE 3**

Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area
37	2-4/4	9983	49	3-2/1	7348
38	2-5/4	13560	50	3-3/1	7140
39	2-6/4	12080	51	3-4/1	7763
40	2-7/4	9786	52	3-5/1	7012
41	2-8/4	8839	53	3-6/1	7107
42	2-9/4	7195	54	3-1/2	7123
43	2-10/4	7707	55	3-2/2	7164
44	2-1/4	41622	56	3-3/2	7164
45	2-2/4	50331	57	3-4/2	7168
46	2-3/4	145104	58	3-5/2	7025
47	2-4/4	102373	59	3-6/2	7703
			60	3-7/2	7425
			61	3-8/2	7571
			62	3-9/2	7480

**LOT AREA TABLE - PHASE 4**

Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area
63	3-1/2	7407	75	3-8/3	7812
64	3-1/2	7444	76	3-9/3	10832
65	3-2/2	7443	77	3-1/3	7038
66	3-1/3	7815	78	3-1/5	8564
67	3-1/4	7814	79	3-2/5	8629
68	3-1/5	7321	80	3-3/5	8637
69	3-1/6	7183	81	3-4/5	8889
70	3-1/7	7305	82	3-5/5	8897
71	3-1/8	7081	83	3-6/5	9331
72	3-2/3	7036	84	3-7/5	9710
73	3-3/3	7080	85	3-8/5	9364
74	3-4/3	7384	86	3-9/5	9154
75	3-5/3	8104	87	3-1/2	10029
76	3-6/3	10029	88	3-2/2	10149
77	3-7/3	7668			

**LOT AREA TABLE - PHASE 5**

Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area
89	4-1/1	12066	101	4-1/3	10274
90	4-2/1	9922	102	4-2/3	11623
91	4-3/1	8454	103	4-1/4	7517
92	4-4/1	10915	104	4-1/4	9691
93	4-5/1	7693	105	4-1/5	10740
94	4-6/1	7280	106	4-1/2	8541
95	4-7/1	9644	107	4-2/2	8544
96	4-8/1	16873	108	4-3/2	8458
97	4-9/1	16351	109	4-4/2	8356
98	4-10/1	10948	110	4-5/2	10341
99	4-11/1	10274	111	4-6/2	13554
100	4-12/1	10274	112	4-7/2	11227
101	4-13/1	10274	113	4-8/2	9632
102	4-14/1	11623	114	4-1/3	8489
103	4-15/1	10812	115	4-2/3	7164
			116	4-1/4	7517
			117	4-2/4	13562
			118	4-3/4	11140
			119	4-4/4	9704
			120	4-5/4	8883
			121	4-6/4	8959
			122	4-7/4	8081
			123	4-8/4	7623
			124	4-9/4	7629
			125	4-10/4	7606
			126	4-11/4	11136
			127	4-12/4	39123
			128	4-R/W	128423

**LOT AREA TABLE - PHASE 6**

Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area
129	4-1/1	10948	141	4-1/3	10274
130	4-2/1	9922	142	4-2/3	11623
131	4-3/1	8454	143	4-1/4	7517
132	4-4/1	10915	144	4-1/4	9691
133	4-5/1	7693	145	4-1/5	10740
134	4-6/1	7280	146	4-1/2	8541
135	4-7/1	9644	147	4-2/2	8544
136	4-8/1	16873	148	4-3/2	8458
137	4-9/1	16351	149	4-4/2	8356
138	4-10/1	10948	150	4-5/2	10341
139	4-11/1	10274	151	4-6/2	13554
140	4-12/1	10274	152	4-7/2	11227
141	4-13/1	10274	153	4-8/2	9632
142	4-14/1	11623	154	4-1/3	8489
143	4-15/1	10812	155	4-2/3	7164
			156	4-1/4	7517

**LEGAL DESCRIPTION**  
The Southeast Quarter of the Northeast Quarter of Section 31, Township 115, Range 17, Dakota County, Minnesota.

**BENCHMARK**  
CGSD Station # 1910 T Lat. 444117.40 Lon. 92351.36175 Samping 1910 T 2015  
Monument Type: Aluminum alloy rod (no sleeve) (depth 19 1/2)

**Description:** (2015)  
2.2 miles west of Hastings, 2.3 miles west along Trunk Highway 55 from the junction of Trunk Highway 55 and Trunk Highway 41 in Hastings, at Trunk Highway 55 milepost 278.75, 35 feet south of Trunk Highway 55 log line, 0.4 mile west of General Sieben Road, 125 feet west of Hastings population cap, 1.5 feet north of a utility pole.

**Area Summary**  
Total Site Area: 1,741,202 S.F. - 39.97 AC.  
Wetland Area: 0 S.F. - 0 AC.  
Right of Way Area: 362,908 S.F. - 8.33 AC.  
Net Area: 1,378,294 S.F. - 31.62 AC.  
Total Single Family Lots: 516  
Net Density: ~ 3.7 U/A

**Zoning and Setback Summary**  
THE PROPERTY IS CURRENTLY NOT ZONED.  
PROPOSED ZONING: R-2 Medium Density Residence  
PROPOSED SETBACK INFORMATION:  
FRONT: 20 FT  
REAR: 20 FT  
SIDE: 7 FT  
SIDE SETBACK: 10 FT  
MINIMUM LOT AREA: 1,000 S.F.  
MINIMUM LOT WIDTH: 50 FT

**DEVELOPER**  
TC LAND INVESTMENTS, LLC  
13925 Fenway Blvd. No.  
Hugo, MN 55038

**MUNICIPALITY**  
Hastings  
Minnesota

**PROJECT**  
SIEBEN RIDGE  
HASTINGS, MINNESOTA

**ISSUE / REVISION HISTORY**

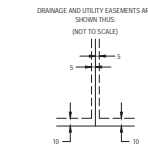
DATE	ISSUE / REVISION	REVIEW
07.24.2023	PRELIM PLAN SUBMITTED TO CITY	BOB
07.27.2023	RESPONSE TO CITY COMMENTS	BOB

**CERTIFICATION**

I hereby certify that this plan was prepared by me, or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

**PRELIMINARY NOT FOR CONSTRUCTION**

**PRELIMINARY PLAT**  
SEPT 15, 2020



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN, AND 15 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAN.

**811**  
Know what's Below.  
Call before you dig.

**LANDFORM**  
105 South Fifth Avenue  
Suite 513  
Minneapolis, MN 55401  
Tel: 612-252-9070  
Fax: 612-252-9077  
Web: landform.net

**PRELIMINARY PLAT**  
C0.2

0 100 200

# HERITAGE RIDGE 2ND ADDITION

**KNOW ALL PERSONS BY THESE PRESENTS:** That TC Land LLC, a Minnesota limited liability company, owners of the following described property situated in the City of Hastings, County of Dakota, State of Minnesota:

Outlot C, HERITAGE RIDGE, Dakota County, Minnesota

Have caused the same to be surveyed and platted as HERITAGE RIDGE 2ND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said TC Land LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TC Land LLC

\_\_\_\_\_(Signature)

\_\_\_\_\_, its \_\_\_\_\_  
(Print name) (Title)

**STATE OF MINNESOTA**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, it's \_\_\_\_\_ of TC Land LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Print name)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That WRB LLC, a Minnesota limited liability company, owners of the following described property situated in the City of Hastings, County of Dakota, State of Minnesota:

Outlot D, HERITAGE RIDGE, Dakota County, Minnesota

Have caused the same to be surveyed and platted as HERITAGE RIDGE 2ND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said WRB LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WRB LLC

\_\_\_\_\_(Signature)

\_\_\_\_\_, its \_\_\_\_\_  
(Print name) (Title)

**STATE OF MINNESOTA**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, it's \_\_\_\_\_ of WRB LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Print name)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I Larry J. Huhn do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Larry J. Huhn, Licensed Land Surveyor  
Minnesota License Number 24332

**STATE OF MINNESOTA**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on \_\_\_\_\_, by Larry J. Huhn.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

**CITY COUNCIL, CITY OF HASTINGS, MINNESOTA**

This plat of HERITAGE RIDGE 2ND ADDITION was approved and accepted by the City Council of the City of Hastings, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By \_\_\_\_\_, Mayor By \_\_\_\_\_, Clerk

**CITY PLANNING COMMISSION, CITY OF HASTINGS, MINNESOTA**

Approved by the Planning Commission of the City of Hastings, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, Chairman By \_\_\_\_\_, Secretary

**DAKOTA COUNTY SURVEYOR, County of Dakota, State of Minnesota**

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, and the Dakota County Contiguous Plat Ordinance, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Todd B. Tollefson  
Dakota County Surveyor

**DEPARTMENT OF PROPERTY TAXATION AND RECORDS, County of Dakota, State of Minnesota**

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

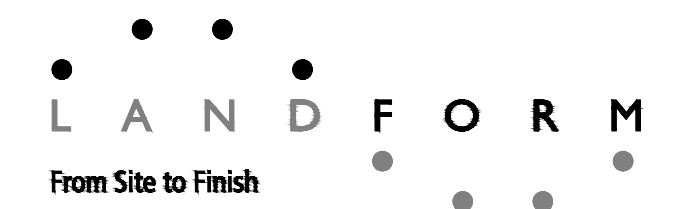
By \_\_\_\_\_  
Amy A. Koethe  
Director Department of Property Taxation and Records

**COUNTY RECORDER, County of Dakota, State of Minnesota**

I hereby certify that this plat of HERITAGE RIDGE 2ND ADDITION was filed in the office of the County Recorder for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_M., and was duly filed in Book \_\_\_\_\_

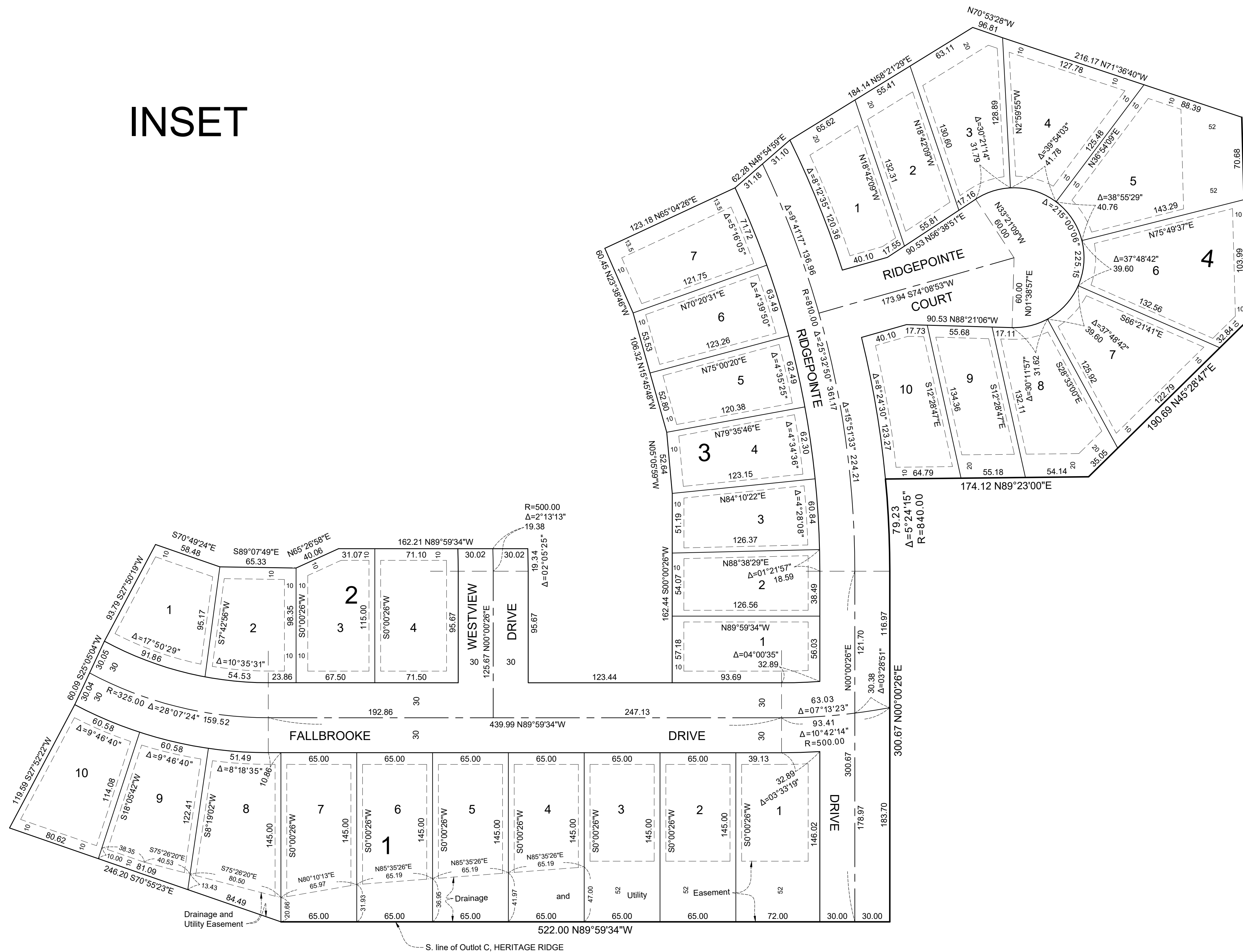
\_\_\_\_\_ of Plats, Page \_\_\_\_\_, as Document Number \_\_\_\_\_

By \_\_\_\_\_  
Amy A. Koethe  
Dakota County Recorder

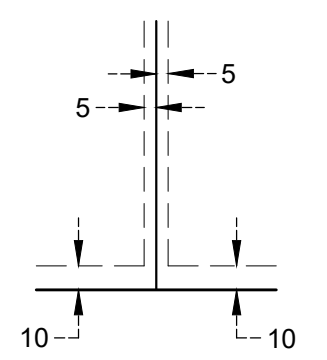


# HERITAGE RIDGE 2ND ADDITION

## INSET



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:  
(Not to scale)

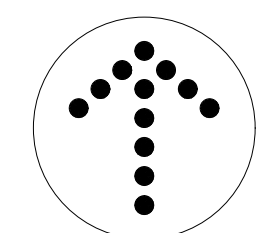


Being 5 feet in width and adjoining lot lines, unless otherwise shown and 10 feet in width and adjoining right of way lines as shown on the plat.

● Denotes 1/2 inch iron pipe monument found and marked by License No. 18425 unless otherwise shown.

○ Denotes 1/2 inch by 14 inch iron pipe monument set and marked by license no. 24332.

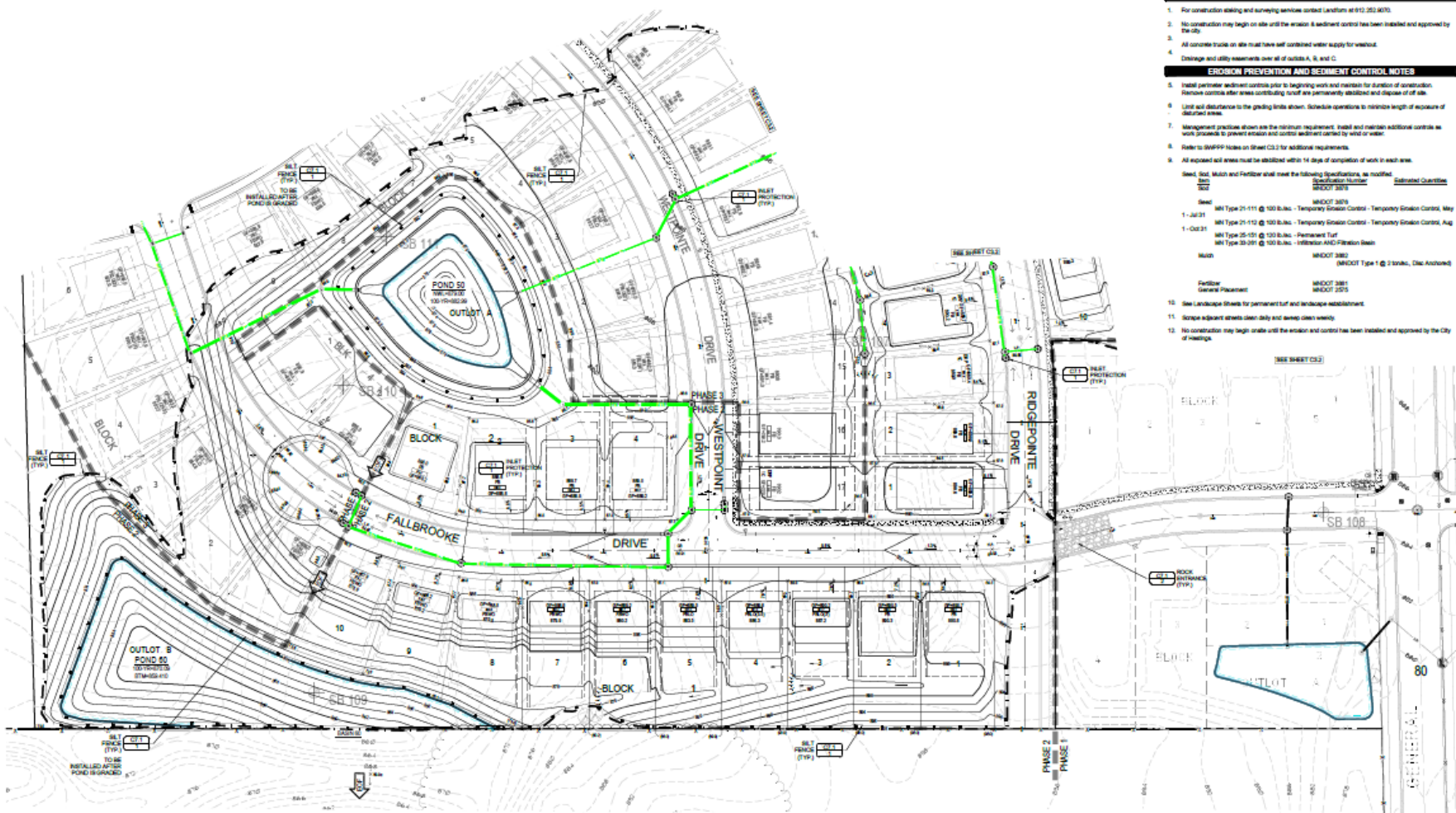
Bearings shown are based upon the south line of Outlot C, HERITAGE RIDGE which has an assumed bearing of N89°59'34"W.



NORTH  
1 INCH = 100 FEET  
0 100 200  
SCALE IN FEET

LANDFORM  
From Site to Finish





**GENERAL NOTES**

- For construction staking and surveying services contact Landform at 612.252.6070.
- No construction may begin on site until the erosion & sediment control has been installed and approved by the City.
- All concrete trucks on site must have self contained water supply for washout.
- Storage and utility easements over all of outlots A, B, and C.

**EROSION PREVENTION AND SEDIMENT CONTROL NOTES**

- Install perimeter sediment control prior to beginning work and maintain for duration of construction. Remove controls after areas disturbing runoff are permanently stabilized and disposal of soil.
- Limit soil disturbance to the grading limits shown. Schedule operations to minimize length of exposure of disturbed areas.
- Management practices shown are the minimum requirement. Install and maintain additional controls as work proceeds to prevent erosion and control sediment carried by wind or water.
- Refer to SWPPP Notes on Sheet C3.2 for additional requirements.
- All exposed soil areas must be stabilized within 14 days of completion of work in each area.

Seed, Soil, Mulch and Fertilizer shall meet the following Specifications, as modified:

Item	Specification Number	Estimated Quantity
Seed	MINOT 3076	
1-Jul-21	MH Type 21-111 @ 100 Bulbs - Temporary Station Control - Temporary Station Control, May	
1-Oct-21	MH Type 21-112 @ 100 Bulbs - Temporary Station Control - Temporary Station Control, Aug	
	MH Type 25-101 @ 100 Bulbs - Permanent Turf	
	MH Type 29-091 @ 100 Bulbs - Infiltration INCO Station Drain	
Mulch	MINOT 3082	
	(MINOT Type 1 @ 2 tanks, Disc Anhydrous)	

Fertilizer General Placement: MINOT 3081, MINOT 2515

- See Landscape Sheets for permanent turf and landscape establishment.
- Stump adjacent streets clean daily and sweep clean weekly.
- No construction may begin on site until the erosion and control has been installed and approved by the City of Hastings.

**DEVELOPER**

TC LAND INVESTMENTS, LLC  
 13922 Fenway Blvd., No.  
 Hugo, MN 55038

**MUNICIPALITY**



**PROJECT**

HERITAGE RIDGE  
 2ND ADDITION  
 HASTINGS, MINNESOTA

**ISSUE / REVISION HISTORY**

NO.	DATE	DESCRIPTION
1	10/14/2021	ISSUE FOR PERMIT

**CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer in the State of Minnesota, hereby certify that the above is a true and correct copy of the original as shown to me by the applicant, and that the same conforms to the requirements of the Minnesota Professional Engineering Act, Chapter 323B, Minnesota Statutes.

*[Signature]*  
 PROFESSIONAL ENGINEER  
 NO. 12345  
 STATE OF MINNESOTA

**CONSTRUCTION DOCUMENTS**

JANUARY 14, 2021



106 South Fifth Avenue, Suite 813, Minneapolis, MN 55401  
 Tel: 612.252.6070, Fax: 612.252.6077, Web: landform.net  
 FILE NAME: C312246003PH42.dwg  
 PROJECT NO.: 22219460.PLD

GRADING, DRAINAGE & EROSION CONTROL - SOUTH  
**C3.1**

**LEGEND**

**BUILDING TYPE**  
 PINK = FULL BASEMENT  
 RED = FULL BASEMENT  
 BLUE = FULL BASEMENT  
 NO WALK-OUT  
 NO WALK-OUT

**REAR ELEVATION**  
 UNIT TYPE  
 MIN. ROOF SLAB & GROUND OPENING SLAB  
 FRONT GARAGE FLOOR ELEVATION

**NOTES:**  
 1. GARAGE LOCATION INDICATED BY DRIVEWAY.  
 2. THERE MUST BE AT LEAST 1' DROP IN GROUND ELEVATION WITHIN 10 FT. OF THE STRUCTURE.

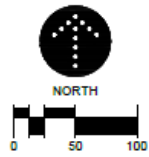
**1** **PAD DETAIL**  
 NO SCALE

**LEGEND**

SYMBOL	DESCRIPTION	ESTIMATED QUANTITY
[Symbol]	Start Protection	24 in.
[Symbol]	Silt Fence	7,756 sq. ft.
[Symbol]	Concrete or Re-Log	648 sq. ft.
[Symbol]	Flameproof Sheet	
[Symbol]	Construction Limits	
[Symbol]	Variable Tracking Pad	1 sq. ft.
[Symbol]	Erosion Control Blanket	
[Symbol]	Concrete Emergency Overlay	
[Symbol]	Proposed Mill Color	
[Symbol]	Proposed Mill Color	
[Symbol]	Proposed Mill Color	
[Symbol]	Proposed Mill Color	
[Symbol]	Proposed Mill Color	
[Symbol]	Proposed Mill Color	

**GRADING NOTES**

- Contact utility service providers for field location of utilities 72 hours prior to beginning grading.
- Geotechnical boring locations are approximate and are based on information provided in the Geotechnical Report prepared by Hage Geotechnical Services, LLC, Minneapolis, MN, on December 3, 2019.
- Remove topsoil from grading areas and stockpile sufficient quantity for reuse.
- Remove surface and ground water from excavations. Provide initial lifts of stable foundation material if exposed soils are wet and unstable.
- An independent Testing Firm shall verify the removal of organic and unsuitable soils, soil correction, and compaction and provide written reports to the Owner.
- Place and compact fill using 8" thicknesses matched to soil type and compaction equipment to obtain specified compaction throughout the lot.
- Compact cohesive soils in paved areas to 95% of maximum dry density. Standard Proctor (ASTM D698) around the top 10" that shall be compacted to 100%. Compact to 98% density where 10" depth exceeds 10 feet. The soils shall be within 2% of optimum moisture content. In granular soils all portions of the embankment shall be compacted to not less than 95% of Modified Proctor Density (ASTM D1557).
- Avoid excavating below 18 inches of infiltration basins until the rest of the site has been stabilized. Any equipment used in infiltration areas should be small and tracked. Install protective fencing as shown after grading of basins.





**DEVELOPMENT AGREEMENT OF  
HERITAGE RIDGE 2ND ADDITION, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT is made this \_\_\_\_ day of April, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”) and TC Land, LLC, a Minnesota limited liability company, as the applicant and current owner of the subject property (referred to herein as “Developer”).

**RECITALS**

**WHEREAS**, Developer proposes to undertake the development and construction of a residential development on property to be platted as Heritage Ridge 2nd Addition 2<sup>nd</sup> Addition, Dakota County, Minnesota; and

**WHEREAS**, public hearings have been held providing the opportunity for input by the neighbors and other interested persons; and

**WHEREAS**, the Hastings City Council has approved Developer’s proposed plat of Heritage Ridge 2nd Addition 2<sup>nd</sup> Addition, subject to Developer entering into this Development Agreement and otherwise complying with all conditions of City Council approval; and

**WHEREAS**, Developer is signing this Development Agreement freely and voluntarily, fully expecting to bind their interests in the subject property to the extent set forth herein.

**NOW THEREFORE** it is hereby agreed between the parties as follows:

1. **Application of Development Agreement.** This Development Agreement shall apply to the following property platted in the City of Hastings, Dakota County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein. This property hereafter shall be referred to as “Subject Property”. All references in this Development Agreement to a lot, block or outlot, shall unless the context clearly states otherwise, refer to the corresponding lot, block or outlot contained in the plat of Heritage Ridge 2nd Addition. Where a requirement is imposed herein to record or file a plat or other document, such requirement shall include the requirement to record such document in the Office of the Dakota County Recorder or to file the document in the Office of the Dakota County Registrar of Titles, or both, as necessary and applicable to ensure public record notice of the document is given for all of the Subject Property, whether it be abstract property, Torrens property, or both.
2. **Authority to Sign.** Developer warrants to the City it owns fee title to the Subject

Property, free and clear of all encumbrances (except for mortgages that have been subordinated to this Development Agreement) and that is has full authority to enter into this Development Agreement and perform the conditions herein contained. Developer further warrants that this Development Agreement will be recorded against the Subject Property before any of the Subject Property is transferred or further encumbered in any way.

3. **Density.** The Subject Property has been approved for 31 lots. All development of the Subject Property shall be consistent with the conditions of preliminary plat approval on October 5, 2021 and Final Plat (“Final Plat”) approval on April 5, 2021 and shall conform with the plans submitted with the City Council Staff Reports dated April 5, 2021. The Final Plat is attached hereto as Exhibit B.
4. **Park Dedication Fees.** Developer shall, prior to City’s signature or release of the Final Plat, pay \$68,200 (\$2,200.00 per unit x 31 units) to satisfy park dedication requirements.
5. **Sewer Interceptor Fees.** Before the City will release the signed Final Plat for recording, Developer must pay to the City sewer interceptor fees in the amount of \$15,035.00 (\$485 per unit x 31 units).
6. **Streets.**
  - A. **Grading.** Streets shall be graded to the full width of the right-of-way as approved in the Final Plat and in accordance with street grades submitted to and approved by the Public Works Director. All street grading and gravel base construction will be in accordance with specifications on file in the Public Works Department and contained in the Heritage Ridge 2<sup>nd</sup> Addition Civil Engineering Plan Set dated February 10, 2021, on file with the City, and all subsequent amendments or updates thereto (the “Engineering Plan Set”). Grading must be completed prior to the installation of applicable underground utilities, either private or public in nature. Gravel base construction shall be undertaken after completion of the installation of underground utilities.
  - B. **Surfacing.** Following Public Works Department approval of street grading and after utility installation, streets shall be surfaced and provided with concrete curbs and gutters in accordance with the latest recommended plans and specifications prepared by the Public Works Department and on file at the City. The Developer shall install the bituminous wear course of streets after the first course (base course) has weathered a winter season, consistent with warranty requirements, but no later than June 30, 2022. A bituminous ramping wedge to protect the concrete lip from snowplow damage shall be installed with the bituminous base course. Prior to paving the bituminous wear course, the ramping wedge must be milled off. The City will thoroughly inspect all curb and gutter for damage prior to the

installation of the bituminous wear course and may require repairs and/or replacement by Developer depending on the severity of damage. Final acceptance of the required improvements by the City will not be granted until all work, including final wear course, is completed.

- C. Temporary Cul-de-sacs at Western Terminus of Fallbrooke Drive and Northern Terminus of Ridgpointe Drive. Developer shall construct temporary cul-de-sacs at the western terminus of Fallbrooke drive and northern terminus of Ridgpointe Drive which shall remain in place and be maintained by the Developer until the westerly extension of Fallbrooke Drive and northerly extension of Ridgpointe Drive are constructed. Developer shall install Type III Barricades and Future Street Expansion Signs as required by the Public Works Director. At that time the Developer shall remove the temporary cul-de-sac surface (if installed by that time, pursuant to this Agreement), base and other materials and shall restore the area in conformance with the approved plans for the subsequent phase of the development. The temporary cul-de-sac shall be designed and constructed based on plans and specifications approved by the Public Works Director and other specifications required under this Agreement.
- D. Perimeter Erosion & Sediment Control. Developer shall install perimeter erosion and sediment control directly behind the curb as part of the street construction process. This shall be approved by the Public Works Department prior to the development being approved for building permits.
- E. Street Maintenance During Construction. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. Developer acknowledges that the City will not maintain (including snow and ice removal) any streets until they are paved with a hard surface and accepted by the City.
- F. Other. Developer shall rename Westview Drive to Westpointe Drive.

7. **Site Grading, Stormwater Controls and Maintenance of Ponding Basins.**

- A. General. That portion of Outlot E, Heritage Ridge that requires temporary grading shall all be graded at the same time in conformance with grading plan sheet C3.2A which is incorporated as part of the grading plan (“Grading Plan”) and is attached as Exhibit C. The City and Developer acknowledge that the approved grading is temporary to Phase 2 of the development and will be modified with Phase 3 plans. Prior to building permit approval, the Developer shall provide the City with proof that the Developer has executed an agreement with St. Elizabeth Ann Seton

Church (and any other affected property owners) authorizing the Developer to complete any necessary off-site grading on the land owned by St. Elizabeth Ann Seton Church (and any other affected property owners), unless alternative stormwater plans are approved by the Public Works Director. All disturbed areas on the Subject Property must be stabilized with a rooting vegetative cover within 14 days of completion of grading and initiated immediately after said completion to eliminate any erosion problems. The Subject Property shall also be maintained so as to comply with all City of Hastings property maintenance ordinances. Upon completion of site grading, the Developer shall submit to the Public Works Department for review, an as-built grading plan in a type and format specified by the Public Works Department (and available on the City Website) showing the newly graded elevations at all lot corners, critical elevations in drainage ways, one foot contours at ponding and sedimentation basins, and at ponding level control points for ponding basin emergency overflow swales, and any other information required under the Grading Agreement.

- B. Stormwater Controls and BMP's. Developer shall construct and maintain all storm water controls and Best Management Practices ("BMP's") on the Subject Property in compliance with all existing erosion control plans and all City, Minnesota and federal requirements, laws and regulations. The storm water facilities ("Stormwater Facilities") include but are not limited to Pond 30 located on Outlot C; the temporary pond located on Outlot E, Heritage Ridge; Pond 50 located on Outlot A, Pond 60 located on Outlot B, both on Heritage Ridge 2<sup>nd</sup> Addition, (all as referenced in the Grading Plan); infiltration and filtration basins; drainage swales and other conveyances; and access area easements. The Stormwater Facilities will generally remain private and will be maintained by the Developer at its sole expense provided that the storm sewers that drain the public rights of way shall be owned by the City. The storm sewer run between FES 1303 and FES 1300, and the storm sewer run between CB 404C and CBMH 404 shall be owned by the Developer (and may be conveyed to a homeowner's association). The Developer may assign such maintenance obligations to a homeowner's association that assumes those obligations, provided the Developer shall remain obligated if the homeowner's association fails to satisfy the obligations. The City does not intend to accept the Stormwater Facilities as public or to maintain them.
- C. Maintenance of Stormwater Controls and Ponding Basins. The Developer shall comply with all requirements of the City of Hastings Storm Water Management Ordinance, Chapter 152, which is incorporated into this Development Agreement by reference. To meet the MPCA and City ordinance requirements, the Developer shall enter into a Long-Term Stormwater BMP Maintenance Agreement ("Maintenance Agreement"). The purpose of the Maintenance Agreement is to ensure the Developer maintains the Stormwater Facilities and to give the City the right, but not the obligation, to do so if the Developer fails in its obligations. The

Developer agrees to pay any costs incurred by the City in completing such maintenance and further agrees that the City may assess the Subject Property to recover any costs not paid by the Developer. The Maintenance Agreement shall be recorded against the Subject Property to run with the land in perpetuity. A drainage and utility easement shall be dedicated to the City up to the 100-Year High Water Level (HWL) for all storm water storage facilities and for reasonable maintenance access. An annual inspection maintenance report shall be submitted to the City to confirm compliance. The Maintenance Agreement shall authorize the City to enter upon any property where the Stormwater Facilities are installed to inspect the Stormwater Facilities, to notify the property owner of maintenance duties, and if necessary, to conduct necessary maintenance to maintain normal functionality of the Stormwater Facilities with all costs to perform such maintenance assessed to the property owner. If the developer assigns its obligations to maintain the Stormwater Facilities to a homeowner's association that assumes those obligations, Developer shall provide to City acceptable documentation providing that the Stormwater Facilities shall be privately maintained, and that such maintenance costs and property taxes shall be paid by a homeowner's association and not the City. Developer shall show proof such documentation is recorded against the affected lots and outlots. Such special provisions shall apply:

- 1) Developer shall obtain a drainage and utility easement on behalf of the City for Outlot E, Heritage Ridge;
  - 2) All lots shall provide a 10-foot drainage and utility easements on the Final Plat, except that Lots 3 and 4, Block 2, Heritage Ridge 2<sup>nd</sup> Addition shall provide a 15-foot drainage and utility easement;
  - 3) Lots 5 and 6, Block 4, Heritage Ridge 2<sup>nd</sup> Addition shall provide a 15-foot drainage and utility easement on the Final Plat for a storm sewer pipe.
8. **Permits.** Developer shall obtain all necessary permits, including (to the extent applicable) but not limited to: (1) Watermain Extensions: MDH, (2) Sanitary Sewer Extensions: MPCA, MCES, (3) Stormwater Management: City of Hastings Ordinance No. 152, (4) Erosion, Sedimentation Control: MPCA General NPDES Stormwater Permit, SWPPP, (5) Construction Dewatering: MN Department of Natural Resources.
9. **Letter of Credit and Inspection Escrows.** Before Developer begins any street and utility work on the Subject Property, Developer shall post with the City an irrevocable letter of credit or cash escrow in the amount of \$1,573,660.00 being 125% of the costs required for grading, utility, and street construction, as well as for any infrastructure located within the City's rights of way and utility easements, unless the requirement is waved, in writing,

by the City. Additionally, before any grading (or utility construction commences, Developer shall post with the City a cash escrow in an amount determined by the City's Public Works Director to reimburse the City for inspection fees incurred by the City for grading, utility, and street construction inspections. Before Developer begins any grading or utility construction, Developer shall also provide City with proof of liability insurance having policy limits of at least two million dollars. The City shall be named as an additional insured on all liability insurance policies used to satisfy the requirements of this paragraph. All letters of credit required by this Development Agreement shall be in a form acceptable to the Finance Director and issued by a company licensed to do business in Minnesota. Prior to accepting or approving any completed Developer-financed and constructed grading and/or utility improvements, the Developer must cause that portion of the surety required under this Section 9 to remain effective and outstanding for a period of one year after City acceptance of the improvements to ensure payment of costs associated with maintenance and warranty work necessary during that one year period such that the remaining security shall have a value of 25% of the collective security required under this Agreement.

10. **Seal Coat Escrow.** Developer shall deposit with the City a seal coat escrow in the total amount of \$11,000. Seal coating of the new public streets and newly resurfaced street sections within the Subject Property will be completed by the City as part of the annual street maintenance program within one (1) year of the City's acceptance of the public street. Any funds not utilized for seal coating of the public streets constructed with the development will be returned to Developer within thirty (30) days of the City's final acceptance of the sealing project.
11. **Street and Traffic Control Signage Escrow.** Developer shall deposit with the City an escrow in the total amount of \$1,500 to furnish and install all required street and traffic control signage for the development, provided this cost and escrow will not cover the required Type III Barricades and Future Street Extension Sign to be installed and removed by the Developer at Developer's expense. Any funds not utilized for said purpose will be returned to Developer within thirty (30) days of the City's installation of all signage.
12. **Specifications - Inspections.** Unless otherwise stated, all of the required improvements for the development shall conform to engineering standards and specifications as required by the City. Such improvements shall be subject to inspection and approval and shall be made in sequence as determined by the Public Works Department of the City. Plans and specifications for the required improvements shall be submitted to the Public Works Department in a type and format specified by the Public Works Department for review and approval. The required improvement plan review fee as established by City Council resolution or ordinance shall be paid at that time. Developer shall retain a testing consultant, approved by the City, to complete necessary third-party testing of all materials, soil compaction and other infrastructure systems as required by City Infrastructure Specifications, and shall direct that the consultant provide copies of all test reports to the



City at the same time as they are provided to the Developer. The Developer shall provide proof to the City prior to the onset of construction activities that it has a valid contract with said testing consultant. If any utility or other improvements are required as part of the City's approval process, those improvements shall be inspected by a City designated inspector for compliance with City standards and the approved improvement plans and specifications. The Public Works Director shall determine the estimated cost of inspection services. The City will pay all improvement inspection costs incurred from escrowed funds deposited with the City by the Developer in an amount determined adequate by the City. The City will also charge 10% of the consultant fees to cover City overhead and administration costs connected to the inspection services and related construction oversight efforts. Excess funds will be returned to the Developer upon completion and acceptance of the improvement project. If escrowed funds deposited with the City are insufficient to cover the inspection costs, the Developer shall deposit additional funds with the City to cover the estimated overage. Upon completion of the required public improvements the Developer's engineer of record shall send as-built grading and utility drawings certifying their compliance to the City's engineering standards and specifications and with those costs paid by Developer.

13. **Sidewalks, Driveways and Mailboxes.**

- A. Grading of boulevards in this development shall be accomplished so as to accommodate construction of sidewalks and trails thereon regardless of whether said boulevard is part of the Sidewalk Plan on file at City Hall. Any sidewalks constructed in this development shall be in accordance with specifications established by the Public Works Department. Sidewalks shall be installed as provided in the Engineering Plan Set and shall be a minimum of five feet in width, located one foot off the property line in the street right-of-way, and comply with ADA standards.
- B. Each and every driveway apron shall be constructed in accordance with specifications established by the Public Works Department. If a sidewalk is to be constructed, the concrete driveway apron construction shall extend through to the property line side of the walk. The remainder of the driveway shall be concrete or asphalt from the end of the concrete apron to the garage. In cases where driveways are constructed after curbing and sidewalks are in place, the sidewalk shall be reconstructed in accordance with driveway specifications for the width of the driveway.
- C. All single-family homes (including villa homes), duplexes, 4-plexes, townhomes, and townhouse quadraminiums developed as part of plats approved after January 1, 1994 shall be required to have mail delivery serviced by United States Postal Service Approved Neighborhood Delivery and Collection Box units or similar City-approved grouped boxes. Individual mailboxes will be permitted only upon

receiving handicap exemption status from the Hastings area office of the United States Postal Service, with appeal rights to the St. Paul district office of the United States Postal Service. Mailbox unit foundations and concrete pads shall be consistent with plans and specifications approved by the Public Works Department and on file at Hastings City Hall. The Public Works Director in consultation with the U.S. Post Office will determine the location and number of mailbox units.

14. **Electronic Copies of Required Documents.** Before the City will sign the Final Plat, Developer shall submit to the City electronic copies of the plat, and plan set record drawings and grading plan in an electronic format which is acceptable to the Hastings Engineering Department.
15. **Utilities and Trunk Main Oversizing.** All final storm water and utility plans must be approved by the Public Works Department. Developer shall extend the existing 18-inch diameter sanitary sewer main westerly along Fallbrooke Drive past the Phase 2 plat boundary and as a stub with a cap for future connection. Developer shall pay the equivalent cost of the sanitary sewer main up to 10-inches diameter size, and the City shall pay the incremental difference between the 10-inch and 18-inch diameter pipe and other materials and costs more fully described in the Developer engineer's cost estimates totaling \_\_\_\_\_ through the use of the City's Trunk Sewer (SAC) funds. The oversizing cost increment shall be confirmed by the City Public Works Department and paid to Developer upon the City's acceptance of the completed required sanitary sewer mains.
16. **Property Monuments.** Steel monuments shall be placed at all block corners, lot corners, angle points, points of *curves* in streets and at intermediate points as shown on the Final Plat. Such installation shall be the Developer's expense and responsibility. All U.S., State, Country, or other official benchmarks, monuments, or triangulation stations in or adjacent to the Subject Property shall be preserved in precise position. The Developer shall replace all monuments displaced, damaged or removed during grading operations. The monuments shall be installed after the final grading has been completed. The Developer shall provide required certification of installation to Dakota County. A copy of this certification shall also be sent to the City.
17. **Time of Performance.** Except for those improvements that may be deferred as provided herein, Developer shall install all required public improvements and private utility and storm water improvements by June 30, 2022, subject to extension(s) due to weather and seasonal conditions or as provided in Section 6.B. Developer may request an extension of this deadline in writing from the City for other reasons, which extension shall be granted in the City's reasonable discretion. If granted, the performance deadline extension shall be conditioned upon (a) updating the security posted by Developer to reflect any cost increases and (b) unless waived in writing by both the Developer and the City, amending this Agreement to reflect the extended performance completion date. Any such extension

may also be conditioned upon certain technical accommodations that may be required by the City to allow serviceability of the development infrastructure beyond a single construction season should any public infrastructure facilities not be fully completed before winter conditions ensue.

18. **Requirements for a Building Permit.**

- A. No building permits shall be granted on the Subject Property until such time as a certified copy of the recorded plat has been filed with the City and production of proof that all conditions of plat approval have been met, except as specifically waived herein.
- B. No building permits shall be granted on the Subject Property until such time as the Developer provides the City with a certified survey indicating that the entire site as shown on the preliminary and Final Plats has been graded pursuant to the approved elevations shown on the preliminary and Final Plats.
- C. Except as provided in Section 22 herein, no building permits shall be granted on the Subject Property until such time that all planned street and utility infrastructure systems serving the property are installed and approved by the City. As noted in Section 6(E) above, the City will not maintain (including snow and ice removal) any streets until they are paved with a hard surface and accepted by the City and to the extent the Developer receives permission to and does construct a model home in the development, no certificate of occupancy for the model home will be issued by the City until the street providing access to the model home satisfies these requirements and the Developer will need to provide all maintenance (including snow and ice removal) to accommodate access to any such model home.
- D. No building permits shall be granted on the Subject Property until such time that the Developer provides written proof to the City that the covenants and homeowner's association documents required as a condition of Final Plat approval and this Agreement, as approved by the City, providing for perpetual maintenance of storm water facilities and common areas, as well as notice of the mining operations on the adjacent property, have been recorded against the lot for which the building permit is sought.

19. **Building Permit Submittal Requirements.** An original certificate of survey from a licensed surveyor is required for all new development, including expansions of existing buildings. The Building Official may for accessory structures or minor additions (decks, porches, attached garages), waive the Certificate of Survey submittal requirements in favor of an approved site plan indicating the location of existing and proposed structures in relation to lot lines.

- A. The Certificate of Survey shall be prepared by a professional land surveyor licensed by the State of Minnesota.
- B. The Certificate of Survey shall reference and be based on an approved grading plan. Proposed contours of lots must match the approved grading plan.
- C. The Certificate of Survey shall include at a minimum the following information:
  - 1) Property boundaries.
  - 2) Existing structures.
  - 3) Proposed structures (including driveways, fences, decks, and utilities).
  - 4) Existing and proposed lot corner elevations.
  - 5) Proposed drainage flow (arrows).
  - 6) Proposed garage floor elevation.
  - 7) Proposed lowest floor elevation.
  - 8) Proposed lowest foundation opening elevation and location (minimum 2ft above 100-year HWL).
  - 9) Proposed top of foundation elevation (front and rear).
  - 10) Proposed finish grade elevations at building corners.
  - 11) Street right-of-way (to centerline).
  - 12) Existing property monuments.
  - 13) Detailed spot elevations for drainage swales based on the approved grading plan.
  - 14) Existing and proposed midpoint elevations on side lot lines.
  - 15) Existing top of curb elevations at the extension of side lot lines, midpoint of the lot, and at the proposed driveway.
  - 16) All water and sewer utility service lines with specific reference to all abandoned, unused and interconnected utility service lines. Include curb stops.

- 17) On-site sewage treatment system location and potable well location, if applicable.
- 18) Easements.
- 19) North Arrow.
- 20) Drawing Scale.
- 21) Property Address.
- 22) Proposed sill elevation and finish grade elevation for egress window wells.
- 23) Emergency Overflow Elevations (EOE).
- 24) 100-year HWL.
- 25) Proposed grade from garage floor to top of curb (garage floor minimum 6" above top of curb).
- 26) 30 ft. maximum driveway width (per Ordinance 155)
- 27) 3 ft. minimum separation of driveway to property line (per Ordinance 155)
- 28) Structure setback distance to property lines
- 29) Labeled curb cuts, if applicable.
- 30) Boulevard tree and front yard tree.

D. Survey benchmarks shall be identified on the certificate of survey.

E. Field hubs shall be placed onsite by a licensed surveyor to show top of foundation elevation and setbacks.

20. **Erosion and Sediment Control Plan Requirements (May be identified on Certificate of Survey).**

A. Perimeter Erosion & Sediment Control. All silt fence and compost logs shall be identified on the erosion control plan. The perimeter erosion and sediment controls shall be located along the front curb or behind sidewalk, along existing developed yards, and where needed for erosion control as determined by the City's

Engineering Department.

- B. Rock Driveways. A rock driveway shall be identified on the erosion control plan. The rock driveway shall be constructed of CA1/CA2 Coarse Aggregate 1-2" rock - 6" deep per MPCA Manual.
- C. Inlet Protection. Inlet protection of the nearest downstream curb inlet structures which are on the same side of the street in compliance with the City's inlet protection specifications and MPCA requirements.

21. **Occupancy of Dwelling Units and Notice of Mining Activities.** No occupancy of any dwelling unit in the Subject Property shall occur until the Developer furnishes the City with a copy of a recorded written notice, acknowledged by the initial owners and occupants of the dwelling, demonstrating that the Developer notified the initial owners and occupants, and by recording any subsequent owners, of the existence of active mining operations, including blasting, on adjacent property and the potential for disturbance to foundations and improvements.

22. [Intentionally left blank]

23. **Tree Requirements.**

Boulevard Trees. Developer shall ensure that all builders in the development plant "boulevard trees" according to the submitted tree plan on file at Hastings City Hall. All boulevard trees must be planted within the street right-of-way. One front yard tree shall also be planted per lot. The front yard tree lot shall be planted within 10-15 feet of the right-of-way line. All boulevard and front yard trees must be a minimum of 1.5 caliper inches at the base at the time of planting. All boulevard trees and front yard trees shall be of a species approved by the City Forester. All required boulevard trees and front yard trees shall be planted before a certificate of occupancy shall be issued, or, in the alternative, an escrow in an amount determined by the City shall be deposited with the City before a certificate of occupancy shall be issued. No trees shall be planted within any easement areas where pipes are installed or proposed as prohibited by the 2005 City of Hastings Easement Fence & Landscaping Policy.

24. **Successors and Assigns.** This Development Agreement shall be binding upon the successors and assigns of the parties hereto and all rights and obligations thereunder shall run with the land.

25. **Recording of Agreement.** An original executed copy of this Development Agreement shall be recorded in the Office of the County Recorder, Dakota County, Minnesota at Developer's expense, which shall give notice to all subsequent purchasers of the property within the Subject Property of the provisions of this Development Agreement.

26. **Recording of Final Plat.** The Final Plat of the Subject Property, as approved by the City, shall be recorded with the Office of the County Recorder, Dakota County, Minnesota, before any building permit is issued.
27. **Right to Proceed.** The Developer may not grade or construct any improvements or any building on the Subject Property until all of the following conditions precedent have been satisfied:
- A. The Final Plat of Heritage Ridge 2nd Addition has been recorded in the Office of the Office of the County Recorder, Dakota County, Minnesota.
  - B. This Agreement has been executed by the Developer and the City and has been recorded in the Office of the County Recorder, Dakota County, Minnesota.
  - C. All required escrows and letters of credit have been received by the City from or on behalf of the Developer.
  - D. Final engineering and construction plans in electronic format have been submitted by the Developer and approved by the Public Works Department.
  - E. The Developer has reimbursed the City for all third-party or outside legal, engineering, and administrative expense incurred to date by the City regarding Developer's development of the Subject Property.
  - F. The Maintenance Agreement has been executed by the Developer and the City and has been recorded in the Office of the County Recorder, Dakota County, Minnesota.
  - G. All required erosion control measures are in place or otherwise approved by the City.
  - H. The Developer has paid all fees, including the park dedication fees, as required by this Agreement.
  - I. The Developer and/or its engineer and contractor(s) have initiated and attended a preconstruction meeting with the City Engineer, City staff, and third-party private utility providers (gas, telecom, electric).
  - J. The Developer shall have secured all permits required under this Agreement.
  - K. All obligations of the Developer under the Grading Agreement are satisfied.
  - L. The City has issued a notice that all conditions precedent have been satisfied and

that the Developer is authorized to proceed.

28. **Other Conditions.** Nothing in this Development Agreement shall limit or modify in any way the conditions imposed by the Hastings City Council as part of its approval of the preliminary plat and Final Plat of the Subject Property, which conditions are on file at Hastings City Hall. All punch list items identified by the City shall be corrected or otherwise completed within sixty (60) days after final paving of the streets in the development.
  
29. **Miscellaneous.**
  - A. It is agreed that any breach of the terms of this Development Agreement of the Grading Agreement shall be grounds for the denial of any building permit, certificate of occupancy or any other required City approvals with respect to the Subject Property. Any breach of Developer's obligations under the Grading Agreement shall be deemed a default under this Agreement. Developer shall be provided with notice of any breach of the terms of this Development Agreement (or the Grading Agreement) in accordance with the notice provision hereafter and shall be provided a period of 30 days in which to cure the breach. During this 30-day notice period, the City shall be allowed to withhold any required permits, certificates of occupancy or any other City approvals, unless the City is given assurances in an amount and a form deemed appropriate in the sole discretion of the City that the breach will be eliminated.
  - B. The Developer agrees that no development shall occur on platted outlots until they have been replatted as lots of record.
  - C. If any portion of this Development Agreement is held invalid for any reason, that decision shall not affect the validity of the remaining portions of this Development Agreement.
  - D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Development Agreement. All amendments or waivers to this Development Agreement must be in writing, signed by all parties and approved by written resolution of the City Council.
  - E. All parties to the Development Agreement have participated freely in the negotiations and preparation hereof. Accordingly, this Development Agreement shall not be construed more strictly against any one of the parties as a result hereof.
  - F. Any notice required by this Development Agreement shall be sent to the parties as follows:



**TO THE CITY:**

City of Hastings  
Attn: City Administrator  
101 E. Fourth Street  
Hastings MN 55033

**TO THE DEVELOPER:**

TC Land, LLC  
13925 Fenway Blvd. North  
Hugo MN 55038

- G. Developer shall indemnify and hold harmless the City, its agents and contractors from liability for damages, injury or death that may arise from the direct or indirect operations of the Developer, its agents, employees, contractors and subcontractors which relate to the development of the Subject Property. If any indemnified claim is brought against the City, Developer shall pay the costs of the City's legal defense through an attorney reasonably acceptable to the City.

{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}



**TC LAND LLC, A MINNESOTA  
LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Mark Guenther  
Its President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2021,  
by Mark Guenther, the President of TC Land, LLC, a Minnesota limited liability company, on  
behalf of said limited liability company.

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

**THIS INSTRUMENT DRAFTED BY:**

**CITY OF HASTINGS**  
Community Development Department  
101 4<sup>th</sup> Street East  
Hastings, MN 55033

**AFTER RECORDING, RETURN TO:**

TC Land LLC  
13925 Fenway Blvd. North  
Hugo MN 55038

**EXHIBIT A  
LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Lots 1-10, Block 1, Heritage Ridge 2<sup>nd</sup> Addition

Lots 1-4, Block 2, Heritage Ridge 2<sup>nd</sup> Addition

Lots 1-7, Block 3, Heritage Ridge 2<sup>nd</sup> Addition

Lots 1-10, Block 4, Heritage Ridge 2<sup>nd</sup> Addition

Outlots A-D, Heritage Ridge 2<sup>nd</sup> Addition

EXHIBIT B  
FINAL PLAT

HERITAGE RIDGE 2ND ADDITION



KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, the City of Maple Grove, Minnesota, do hereby certify that the plat of the 2nd Addition to Heritage Ridge, located in the City of Maple Grove, Minnesota, is a true and correct copy of the original plat as the same appears on the records of the County of Hennepin, Minnesota, and that the same is a true and correct copy of the original plat as the same appears on the records of the County of Hennepin, Minnesota, and that the same is a true and correct copy of the original plat as the same appears on the records of the County of Hennepin, Minnesota.

WITNESSED my hand and the seal of the City of Maple Grove, Minnesota, this 1st day of May, 2007.

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

CITY COUNCIL, CITY OF MAPLE GROVE, MINNESOTA  
DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS THE SAME APPEARS ON THE RECORDS OF THE COUNTY OF HENNEPIN, MINNESOTA.

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, the City of Maple Grove, Minnesota, do hereby certify that the plat of the 2nd Addition to Heritage Ridge, located in the City of Maple Grove, Minnesota, is a true and correct copy of the original plat as the same appears on the records of the County of Hennepin, Minnesota, and that the same is a true and correct copy of the original plat as the same appears on the records of the County of Hennepin, Minnesota, and that the same is a true and correct copy of the original plat as the same appears on the records of the County of Hennepin, Minnesota.

WITNESSED my hand and the seal of the City of Maple Grove, Minnesota, this 1st day of May, 2007.

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

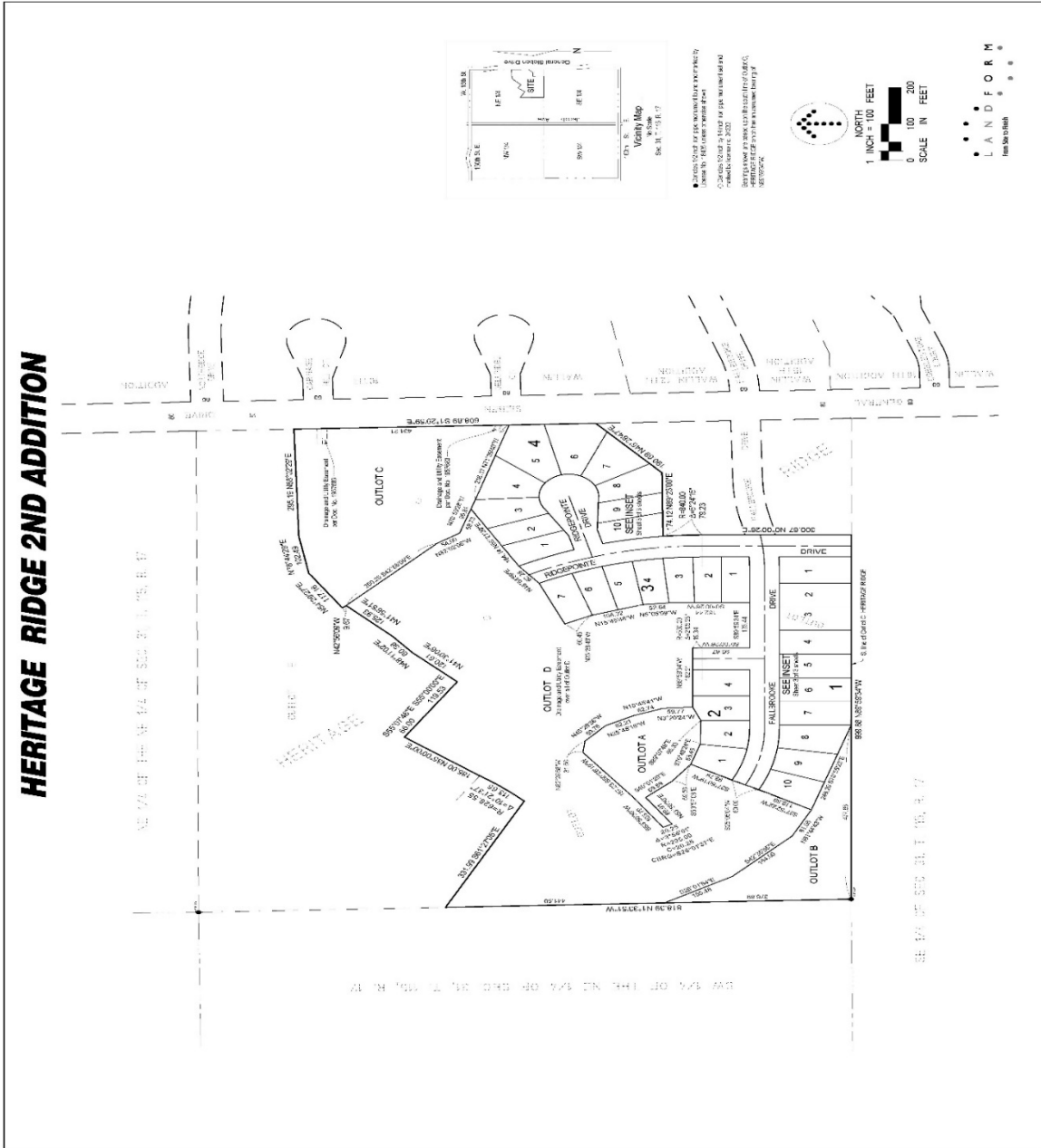
CITY COUNCIL, CITY OF MAPLE GROVE, MINNESOTA  
DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS THE SAME APPEARS ON THE RECORDS OF THE COUNTY OF HENNEPIN, MINNESOTA.

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
City Clerk  
City of Maple Grove, Minnesota

EXHIBIT B  
FINAL PLAT (CONTINUED)



NORTH  
1 INCH = 100 FEET  
0 100 200  
SCALE IN FEET

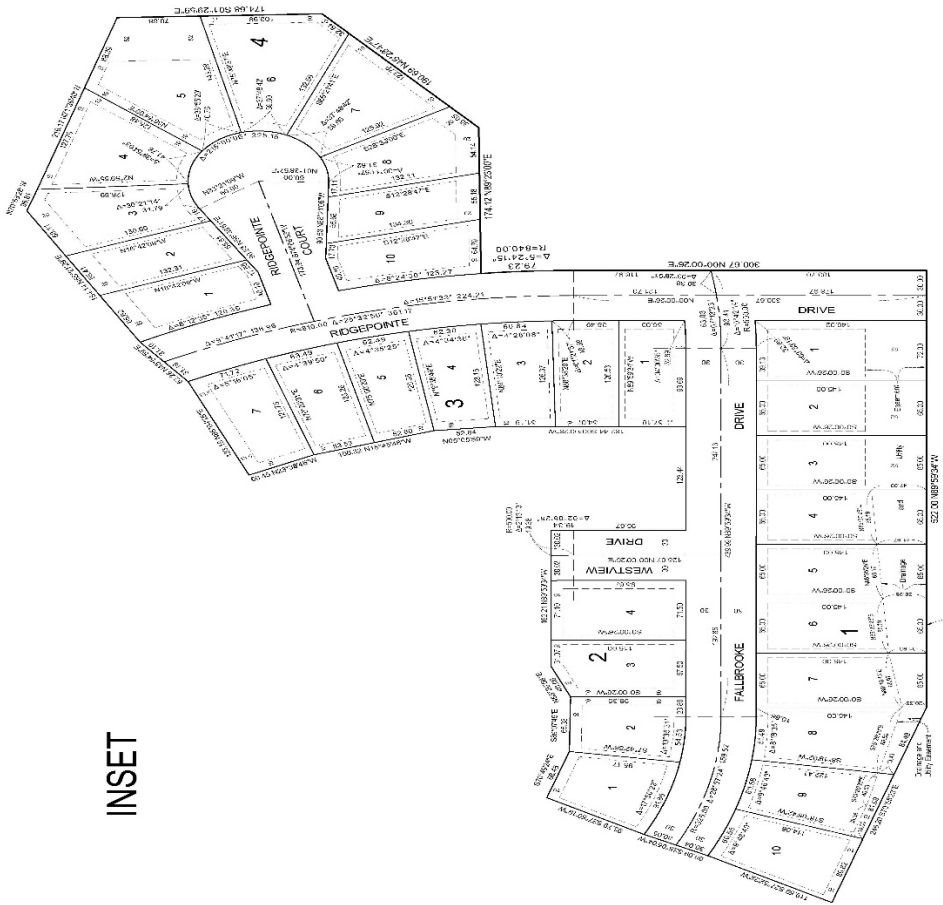
LANDFORM  
See Map to Detail

SHEET 2 OF 3 SHEETS

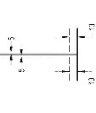
EXHIBIT B  
FINAL PLAT (CONTINUED)

HERITAGE RIDGE 2ND ADDITION

INSET



STORAGE AND UTILITIES ARE SHOWN IN THE PLAT.



THIS PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF HOUSTON, TEXAS.

ALL LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES ONLY. THE CITY OF HOUSTON, TEXAS, RESERVES THE RIGHT TO REZONE ANY LOT AT ANY TIME.



NORTH  
1 INCH = 100 FEET  
0 100 200  
SCALE IN FEET

LANDFORM  
Residential

# EXHIBIT C GRADING PLAN SHEET C3.2A

**CLIENT**  
TC LAND INVESTMENTS, LLC  
12274 W. 130th St.  
Maple Grove, MN 55129



**PROJECT**  
HERITAGE RIDGE  
2ND ADDITION  
HASTINGS, MINNESOTA

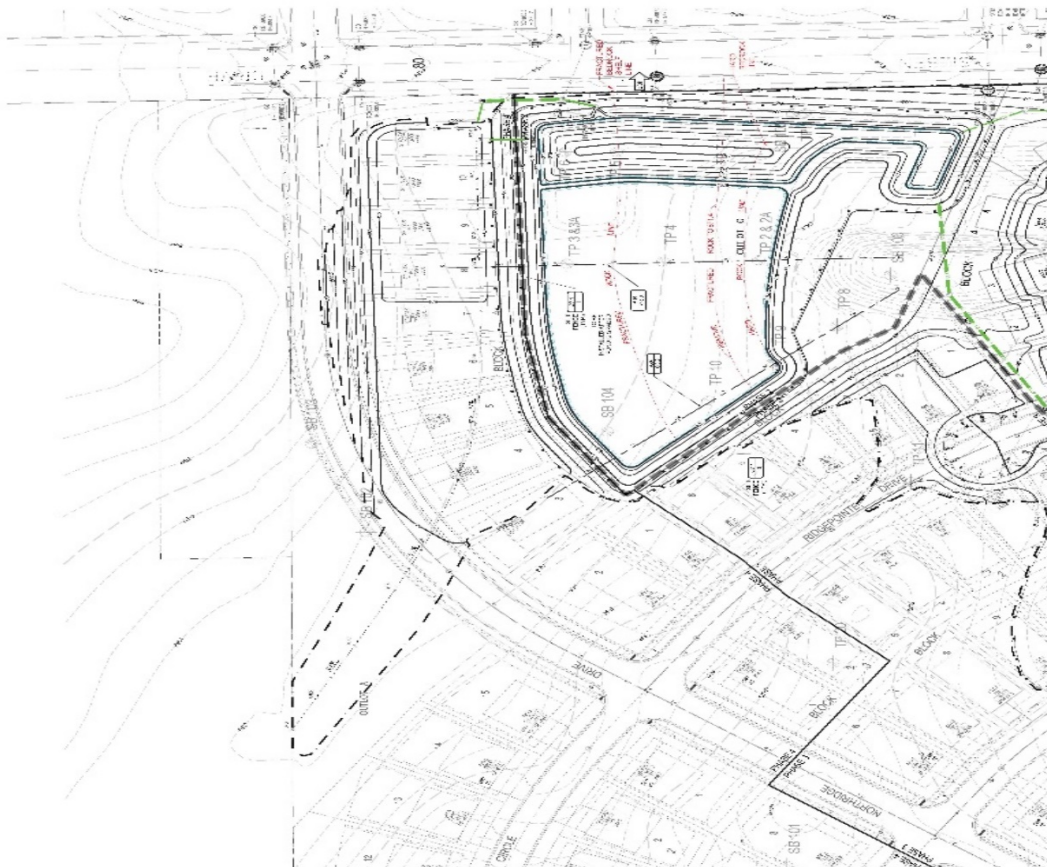
**DATE OF SUBMISSION**  
DATE: 02/19/2021  
TIME: 10:00 AM  
PROJECT: 2021-0001  
SHEET: C3.2A

**DESIGNER**  
NORTH STAR ENGINEERING  
12274 W. 130th St.  
Maple Grove, MN 55129  
TEL: 763-429-1100  
WWW.NORTHSTAR-ENGINEERING.COM

**CONSTRUCTION DOCUMENTS**  
FEBRUARY 19, 2021

**LANDFORM**  
Proposed  
Existing  
Elevation  
Spot Elevation  
Contour  
Spot Contour  
Elevation  
Spot Elevation  
Contour  
Spot Contour

**DATE**  
2021.02.19  
**PROJECT**  
HERITAGE RIDGE 2ND ADDITION  
**SHEET**  
C3.2A



**811**  
Know what's below  
Call before you dig.

**SCALE**  
1" = 20'

**LEGEND**  
NORTH

- GENERAL NOTES**
1. THE GRADING PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL PACKAGE.
  2. THE GRADING PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL PACKAGE.
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  20. THE GRADING PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL PACKAGE.

- LEGEND**
- PROPOSED
  - EXISTING
  - CONTOUR
  - SPOT ELEVATION
  - SPOT CONTOUR
  - PROPOSED
  - EXISTING
  - CONTOUR
  - SPOT ELEVATION
  - SPOT CONTOUR

**PROJECT**  
HERITAGE RIDGE 2ND ADDITION  
SHEET C3.2A

**DATE**  
2021.02.19

**SCALE**  
1" = 20'

**LEGEND**  
NORTH