



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: October 16, 2023
Item: South Oaks of Hastings 4th Addition

Council Action Requested:

Consider action on the following requests of Greg J Homes for development of South Oaks of Hastings 4th Addition, a 35-lot single family subdivision generally located southwest of 31st Street and Century Drive. All actions require a simple majority of Council.

- 1) **Resolution: Vacation of Easement – South Oaks of Hastings 2nd Addition:** Remove existing drainage and utility easements as platted in a previous addition. New drainage and utility easement will be established with the current 4th Addition plat. The City Council held the public hearing for the vacation at the September 18, 2023 meeting. No comments were received.
- 2) **Resolution: Preliminary and Final Plat Approval – South Oaks of Hastings 4th Addition:** Approval to subdivide property in to 35 single family lots.
- 3) **Authorize Signature: Development Agreement –** Memorializes the conditions of plat approval and establishes standards for site development.
- 4) **Authorize Signature: Stormwater Management Agreement -** Establishes construction and maintenance obligations for stormwater management facilities.

History

Over the last 20 years, various approvals have been granted for the area now being platted as South Oaks 4th Addition. The last approvals granted in 2021 have expired and are no longer valid.

Stormwater Ponding

The developer has agreed to construct a stormwater pond within the northeast corner of the plat (Outlot D) for on-site stormwater treatment. Ownership of the outlot would be transferred to the City with future owners of plat liable for maintenance expenses.

The depth of the infiltration basin on Outlot D exceeds our normal depth to establish and maintain vegetation. To ensure vegetation does not become a nuisance, the typical warranty period has been extended to three years.

Advisory Commission Review:

Planning Commission Meeting – September 25, 2023 - The Commission voted 4-0 to recommend approval of the request as presented by staff. Two residents shared concerns about lot sizes, density of homes, number of lots, safety of kids on streets, tree preservation, and park dedication. The developer also addressed some concerns. Commissioners discussed maintenance of the outlot and that although they may prefer to see changes to the development, it appears to meet city requirements.

Planning Commission Meeting – August 28, 2023 - The Commission voted 4-0 to table the application and public hearing at the request of Staff. During the public hearing three individuals provided comment pertaining to the number of homes in the area, traffic and safety concerns for children, snow management, loss of trees, and increase of home from past plat applications. Commissioners discussed rationale for a planned residential development, street width, and storage of snow.

Financial Impact:

The addition of 35 home sites will add to the tax base and create needed housing opportunities.

Attachments:

- Resolution – Vacation of Easement – South Oaks of Hastings 2nd Addition
- Resolution – Preliminary and Final Plat Approval – South Oaks of Hastings 4th Addition
- Minutes - Planning Commission – September 25, 2023
- Minutes – Planning Commission – August 28, 2023
- Staff Memo - Planning Commission – September 25. 2023
- Development Agreement - South Oaks of Hastings 4th Addition
- Stormwater Management Agreement - South Oaks of Hastings 4th Addition

RESOLUTION NO. _____

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

**A RESOLUTION VACATING
CERTAIN EASEMENTS LOCATED
WITHIN THE CITY OF HASTINGS, MINNESOTA**

WHEREAS, pursuant to Minn. Stat. § 412.851, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, Greg J. Homes of Hastings, Inc. initiated the vacation the certain easements over property in Hastings, Minnesota, which are legally described and depicted on Exhibit A (“Existing Easements”), attached hereto and incorporated herein; and

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation; and

WHEREAS, the City Council of Hastings then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of Hastings has determined that the vacation would be in the public interest.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hastings:

1. That the City of Hastings, pursuant to Minn. Stat. § 412.851, hereby vacates the easements situated in the City of Hastings, County of Dakota, State of Minnesota, legally described on the attached Exhibit A.
2. That said vacation has no relationship to the City’s Comprehensive Plan and therefore the Hastings City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Hastings Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare a notice to be presented to the Dakota County Auditor reflecting the completion of the proceedings herein.

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 October 16, 2023, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

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 16th of October, 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh, City Clerk

(SEAL)

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

**LEGAL DESCRIPTION OF
EASEMENT TO BE VACATED**

Sketch and Description
For: GREG J. HOMES OF HASTINGS, INC.

EASEMENT VACATION

All those drainage and utility easements, originally dedicated on the recorded plat of SOUTH OAKS OF HASTINGS 2ND ADDITION, Dakota County, Minnesota, and now to be vacated, which lie within Outlot A, said South Oaks of Hastings 2nd Addition, except that part thereof platted as SOUTH OAKS OF HASTINGS 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Signed this 14th day of March, 2017
For: James R. Hill, Inc.

By: 

Marcus F. Hampton, Land Surveyor, MN License No. 47481

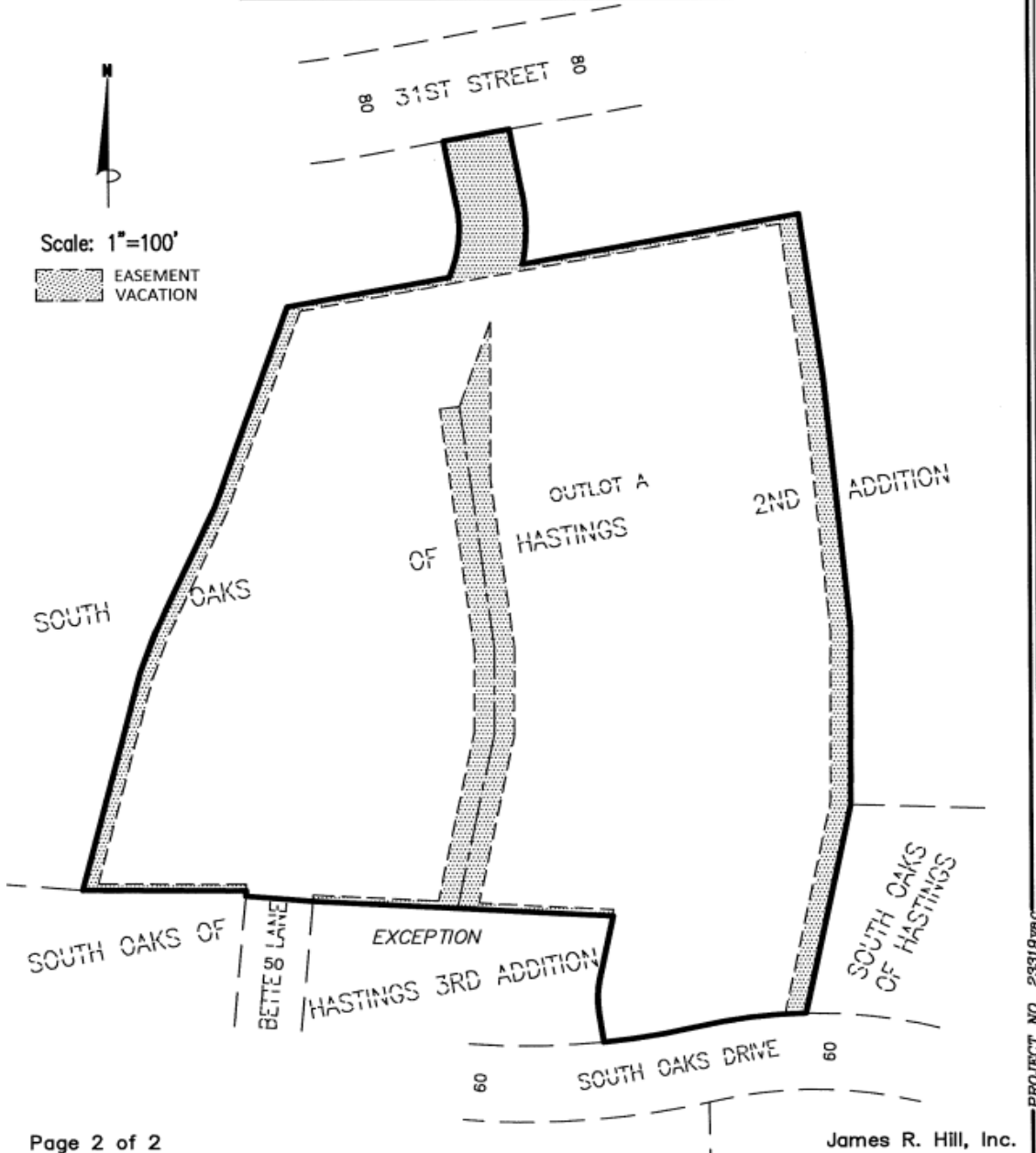
DRAWN BY	PLM
DATE	3/14/17
REVISIONS	
CAD FILE	23319wgc.dwg
PROJECT NO.	23319
PAGE 1 OF 2	



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2500 W. CTY. RD. 42, SUITE 120, BURNSVILLE, MN 55337
PHONE: (952)890-6044 FAX: (952)890-6244

Sketch and Description

For: GREG J. HOMES OF HASTINGS, INC.



HASTINGS CITY COUNCIL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS
GRANTING PRELIMINARY AND FINAL PLAT APPROVAL OF SOUTH
OAKS OF HASTINGS 4TH ADDITION**

Council member _____ introduced the following Resolution and moved its adoption:

WHEREAS, Greg J Homes of Hastings, Inc. has petitioned for Preliminary Plat and Final Plat approval of SOUTH OAKS OF HASTINGS 4TH ADDITION consisting of 35 single family lots and four outlets. The subject property is owned by Gregory and Susan Jablonske and is generally located southwest of 31st Street and Century Drive and legally described as Outlot A, SOUTH OAKS OF HASTINGS 2ND ADDITION, Except that portion platted as SOUTH OAKS OF HASTINGS 3RD ADDITIO, Dakota County, Minnesota; and

WHEREAS, on September 25, 2023, review of the 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 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 Preliminary Plat and Final Plat as presented subject to the following conditions:

- 1) Final approval of all Civil Plans including Grading, Drainage and Erosion Control Plans, and Utility Plans by the Public Works Director.
- 2) Ownership of Outlot D must be transferred to the City of Hastings for stormwater management.
- 3) Execution of a Development Agreement to memorialize conditions of approval and to establish applicable escrow amounts to ensure completion of public improvements.

- 4) Execution of a stormwater access and maintenance agreement between the City-02 (a-d) and property owner prior to recording of the final plat.
- 5) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 6) Submission of certification of taxes paid in full for the property prior to release of the final plat mylars for recording.
- 7) Payment of \$77,000 (\$2,200 x 35 lots) to satisfy park dedication requirements prior to release of the final plat mylars for recording.
- 8) Payment of \$16,975 (\$485 x 35 lots) in sewer interceptor fees prior to release of the final plat mylars for recording.
- 9) Individual mailboxes for each home are not permitted. Mailboxes must be grouped into clusters.
- 10) 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.
- 11) 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.
- 12) Relocate or replace existing trees located on Block 3 that are impacted by grading. The tree locations should create a buffer between the proposed 4th Addition and 2nd Addition. Relocation onto the adjacent South Oaks 2nd Addition property is acceptable upon written agreement with the owners of the adjacent property.
- 13) Outlots A, B, and C must be deeded to the respective abutting properties to the north so as not to remain remnant parcels.
- 14) Any uncompleted site work (including landscaping) must be escrowed for prior to issuance of a certificate of occupancy.
- 15) 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 October 16, 2023, by the following vote:

Ayes:
Nays:
Absent:

ATTEST:

Mary Fasbender, Mayor

Kelly Murtaugh,
City Clerk

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 16th day of October, 2023, as disclosed by the records of the City of Hastings on file and of record in the office.

Kelly Murtaugh, City Clerk

(SEAL)

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

Planning Commission Minutes – September 25, 2023**Greg J Homes – Continued – Preliminary and Final Plat #2023-21 – South Oaks 4th Addition**

Director Hinzman provided a summary of the request of the Preliminary and Final Plat application of the South Oaks of Hastings 4th Addition as submitted by Greg J. Homes. The public hearing and review are continued from the August 28, 2023 Planning Commission meeting. The proposed 35 lot subdivision is generally located Southwest of 31st Street and Century Drive. Hinzman shared the development history of the area, indicating that a similar request was approved by the City in 2017. Approvals from 2017 are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in February, 2018.

Chair Messina re-opened the public hearing at: 7:10 PM

Gabrielle and Rene Wegner, 734 South Oaks Drive, Mrs. Wegner expressed concern for increased number of homes with smaller lot sizes, traffic concerns, safety concerns of children, preservation of vegetation in the area. Mr. Wegner posed questions regarding parkland dedication fees. Additional concerns raised regarding residential waste and snow removal.

Greg Jablonski, of Greg J Homes responded to concerns expressed by residents and shared additional details of the development. Jablonski responded to the parkland dedication fees and minimum setback requirements. Hinzman indicated the application was received prior to the recent increase of parkland dedication fees. Jablonski shared the proposal is aimed to meet current market needs.

Gabrielle and Rene Wegner, 734 South Oaks Drive, posed questions around the resale price of current homes in the area and expressed the expectation of the quality of the homes to be constructed. Mr. Wegner reiterated their concerns for safety and the number of homes in the development and the future of the housing market.

Chair Messina closed the public hearing at: 7:28 PM and invited Commissioners to ask questions or offer comments.

Commission discussion on Outlot D in regard to ownership, maintenance, and fees. Hinzman indicated it was determined that the maintenance fees would be paid by the thirty-five (35) property owners in the development. The City would own Outlot D, evaluate the stormwater pond, and hire contractors for maintenance. Commission shared the requirements are met, indicating the next steps should be taken by the City Council.

Commissioner Peters motioned to approve the Preliminary and Final Plat request as presented, seconded by Commissioner McGrath.

Commission discussion on Planned Residential Development and the minimum size lot requirements and additional stipulations. Hinzman indicated Planned Residential Development is a part of zoning and that it does not expire. Hinzman shared the next steps of the request.

Ayes: Commissioners Messina, LeBrun, McGrath, and Peters.

Nays: None

Absent: Halberg, Teiken.

Planning Commission Minutes – August 28, 2023

Greg J Homes – Preliminary and Final Plat #2023-21 – South Oaks 4th Addition

Director Hinzman provided a summary of the request related to the Preliminary and Final Plat application of the South Oaks of Hastings 4th Addition as submitted by Greg J. Homes. The proposed 35 lot subdivision is generally located Southwest of 31st Street and Century Drive. Planning Commission is requested to hold a public hearing and review development plans as well as table action until the September 11, 2023 Planning Commission Meeting. At this time, additional information must be submitted by the developer to complete the review of civil plans for stormwater treatment. Staff cannot provide a recommendation for approval until plans are submitted and reviewed. Hinzman shared the development history of the area, indicating this same request was approved by the City in 2017. Approvals from 2017 are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in February, 2018.

Chair Messina opened the public hearing at: 7:23 PM

Gabrielle and Rene Wegner, 734 South Oaks Drive, expressed concern for increased traffic, safety concerns for children, an increased number of homes with smaller lot sizes, snow fall and removal, as well as current vegetation in the area.

Abram Whitebird, 765 31st Street West, expressed concerns of current ponding issues during winter months.

Erica Wood, 3500 Century Drive, expressed concerns for the increased number of homes, water ponding concerns, and impact on current vegetation.

Greg Jablonski, responded to concerns expressed by residents and shared additional details of the development.

Chair Messina closed the public hearing at: 7:39 PM and invited Commissioners to ask questions or offer comments.

Commission discussion on narrow roadways, lack of pedestrian sidewalks, and snow removal concerns. Commissioners discussed the ownership of Outlot D within the plan and current vegetation plans. Hinzman indicated that Outlot D would be owned and maintained by the City, including the site plan will show the vegetation

plan as a whole. Commissioners expressed concerns regarding pedestrian safety throughout the area. Hinzman shared there are two things that regulate sidewalk improvements, one being the subdivision ordinance and the other being the People Movement Plan. Commissioners expressed the need to see the final plan. Hinzman indicated the Commission can provide suggestions to the developer for consideration in the final plan. Hinzman shared history of the South Oaks development.

Commissioner LeBrun motioned to continue the public hearing to the September 11, 2023 Planning Commission meeting, also tabling action until the September 11th meeting, seconded by Commissioner Peters.

Ayes: Commissioners Messina, LeBrun, Peters, and Teiken.

Nays: None

Absent: Halberg, McGrath



Planning Commission Memorandum

To: Planning Commission

From: John Hinzman, Community Development Director

Date: September 25, 2023

Item: Public Hearing – South Oaks 4 - Preliminary and Final Plat - CONTINUED

REQUEST

The Planning Commission is asked to take the following actions related to the Preliminary and Final Plat application of South Oaks of Hastings 4th Addition as submitted by Greg J Homes. The proposed 35 lot subdivision is generally located southwest of 31st Street and Century Drive.

- 1) Continue the public hearing.
- 2) Recommend action on the Preliminary and Final Plat Application.

The Planning Commission voted 4-0 to recommend continuation of both the public hearing and application at the August 28th meeting.

BACKGROUND INFORMATION

Planning Commission Meeting – August 28, 2023

Public hearing opened with three individuals providing comment pertaining to the number of homes in the area, traffic and safety concerns for children, snow management, loss of trees, and increase of homes from past plat applications. Commissioners discussed rationale for a planned residential development, street width, and storage of snow. Commission voted 4-0 to continue the public hearing and table the application to the September 11, 2023 Planning Commission meeting at the request of staff.

History

Over the last 20 years, various approvals have been granted for the area now being platted as South Oaks 4th Addition. Previous Plat approvals for the subject property have expired and are null and void. City Code requires submittal of a Final Plat within one year of Preliminary Plat approval.

- **South Oaks of Hastings 1st and 2nd Addition Preliminary Plat - 2001-2003** - City approved the preliminary plat for the larger South Oaks including 197 units comprising of 34 single-family homes and 163 townhomes. The area now proposed as South Oaks 4th Addition consisted of 38 (1st addition) and 47 (2nd addition) attached townhome units.

No final plat application for the subject area were submitted and the approvals for preliminary plat have expired. X-C-02 (a-d)

- **South Oaks of Hastings 4th Addition - 2017** - City approved preliminary and final plat for subdivision of 30 single family lots. Same area as current subdivision request. Approvals are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in February, 2018.
- **South Oaks of Hastings 4th Addition - 2021** – City approved the preliminary and final plat for subdivision of 33 single family lots. Same area as current subdivision request. Planning Commission recommended denial based upon incomplete plans, safety concerns due to number of homes and driveways, number of homes, and narrowing of right-of-way and street. Approvals are null and void due to failure of the developer to record the plat within the one-year sunset clause requirement that expired in May 2022.

Notification

Notification of the request was published and mailed to all property owners within 350 feet. Staff has not received any comments at this time.

Comprehensive Plan Classification

The 2040 Comprehensive Plan designates the property as Medium Density Residential. The proposed density is consistent with the plan.

Zoning Classification

The property is zoned R-3, PRD. The R-3 designation allows Medium-High Density Residential development. The PRD or Planned Residential Development designation allows for flexibility of development to achieve variety of housing types and densities, sensitivity to unique and valuable natural characteristics, efficiency of recreation/ infrastructure, and the transfer of density from one area of the PRD to another. The original plan for South Oaks has changed since inception due to the changing housing market over the past 20-years, while small sections are individually developed.

Adjacent Zoning and Land Use

Direction	Property Use	Zoning	Comp Plan
North	Single family homes	R-2	Medium Density
East	Townhomes	R-3 PRD	Medium Density
South	Single family homes	R-3 PRD	Medium Density
West	Single family homes	R-3 PRD	Medium Density

Existing Condition

The subject property is vacant land but has had some general site grading.

PRELIMINARY & FINAL PLAT REVIEW

X-C-02 (a-d)

Authority

Hastings City Code Chapter 154 – Subdivisions- establishes rules and procedures for platting land.

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.

Planned Residential Development - PRD

South Oaks was approved as a PRD in 2002 which included development of 47 townhome units in the area now proposed for South Oaks 4th Addition. PRD allows for flexibility from standard zoning requirements (such as minimum setback and lot size requirements) in exchange design innovations. PRD zoning allows for lot size flexibility.

Street Layout

Street layout is unchanged from previous approvals. Flagstone Drive is proposed between South Oaks Drive and 31st Street, connecting existing street stubs in both locations. Alderwood Drive would intersect South Oaks Drive at an existing curb cut.

All streets would be public and platted at a 50-foot right-of-way (ROW) width and 30-foot street section, narrower than the standard 60-foot ROW width and 32-foot street section that is typical. The proposed width was approved as part of an earlier phase of the South Oaks Development and matches the existing ROW stub inlets. The proposed ROW would not allow for sidewalks, and limit space for underground public and private utilities, and boulevard snow storage. The street width would allow for parking of vehicles on both sides of the street and ingress and egress for emergency vehicles.

Lot Layout

The current plat contains 35 single family lots, two more than the 2021 approval. Lot sizes range from 4,500 s.f. to 7,100 s.f. with an average lot size of 5,286 s.f. The R-3 Zoning District establishes a minimum lot size of 5,000 s.f. Approximately half of the lots are below 5,000 s.f.

The PRD approved for South Oaks Development allows for flexibility in lot sizes. The proposed lot widths limit home designs to frontal elevations containing a protruding garage with the main home located behind the garage. Plats with smaller lots typically contain common open space managed by a singular entity (typically a homeowner's association). Within South Oaks 4, maintenance of individual lots would be the responsibility of individual property owners.

Outlets

Outlots A, B, and C are proposed at the northwest corner of the plat similar to past approvals. X-C-02 (a-d)
The developer proposes to transfer these outlots to adjoining properties to the north to create larger rear lot areas. Outlot D would contain a stormwater maintenance pond that would be transferred to the City.

Parking

The incorporation of smaller lot widths will reduce the availability of on street parking areas. Spaces between driveways will become smaller. Driveways for most homes will be able to accommodate two vehicles in front of the garage. Although parking meets the minimum zoning requirements, overflow parking along public streets within the subdivision will be limited due the number of driveway curb-cuts and spaces between them.

Setbacks

The following setbacks apply for new homes within the subdivision:

Setback	Distance
Front	20'
Side	7'
Corner Side	10'
Rear	20'

Sewer Interceptor Fee

The applicant shall pay \$16,975 (\$485 x 35 lots) in sewer interceptor fees, prior to signature of the final plat mylars.

Park Dedication

On March 29, 2016 the Park and Recreation Commission recommended payment of cash in lieu of land to satisfy park dedication. The applicant shall pay \$77,000 (\$2,200 x 35 lots) in park dedication fees, prior to signature of the final plat mylars.

Landscaping

At the time of construction, landscaping for single-family lots must include the following:

- One boulevard tree must be planted within the right-of-way.
- One front yard tree must be planted in the front yard.

There are existing mature evergreen trees located along the northeastern boundary that were planted as a buffer during development of the adjacent South Oaks 2nd Addition. These trees will likely be impacted by grading and must be replaced or relocated in the same general area. Relocation onto the adjacent South Oaks 2nd Addition property is acceptable upon written agreement with the owners of the adjacent property.

Traffic

This housing development was considered in the development of the area street layout. In addition, the proposed density is lower than was originally planned as townhomes.

Grading and Drainage Review

The stormwater management plan has been reviewed and approved by the City's Engineering Department. The proposed improvements meet the minimum requirements of the storm water ordinance. One comment/concern that has been identified by Barr was the depth of the infiltration basin proposed for the development. That depth is proposed at 4' and exceeds the depth of basin that Barr is comfortable with to establish and maintain vegetation. This may become a maintenance nuisance on the City Outlot in the future. To that end, we recommend an extended warranty on the infiltration basin to ensure its long-term establishment and functionality up to 3 years from the date of acceptance. Review will continue on construction level detail. A condition to meet requirements of the Civil Engineering review has been added as a condition of approval.

Recommendation

Approval of the Preliminary and Final Plat is recommended subject to the following conditions:

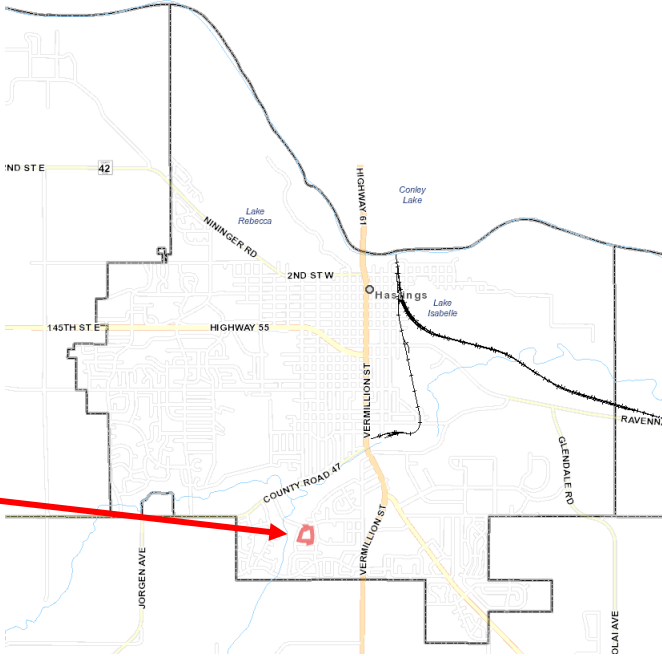
- 1) Final approval of all Civil Plans including Grading, Drainage and Erosion Control Plans, and Utility Plans by the Public Works Director.
- 2) Ownership of Outlot D must be transferred to the City of Hastings for stormwater management.
- 3) Execution of a Development Agreement to memorialize conditions of approval and to establish applicable escrow amounts to ensure completion of public improvements.
- 4) Execution of a stormwater access and maintenance agreement between the City and property owner prior to recording of the final plat.
- 5) All disturbed areas on the property shall be stabilized with rooting vegetative cover to eliminate erosion control problems.
- 6) Submission of certification of taxes paid in full for the property prior to release of the final plat mylars for recording.
- 7) Payment of \$77,000 (\$2,200 x 35 lots) to satisfy park dedication requirements prior to release of the final plat mylars for recording.
- 8) Payment of \$16,975 (\$485 x 35 lots) in sewer interceptor fees prior to release of the final plat mylars for recording.
- 9) Individual mailboxes for each home are not permitted. Mailboxes must be grouped into clusters.

- 10) 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 ~~X~~-C-02 (a-d) certificate of occupancy is issued.
- 11) 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.
- 12) Relocate or replace existing trees located on Block 3 that are impacted by grading. The tree locations should create a buffer between the proposed 4th Addition and 2nd Addition. Relocation onto the adjacent South Oaks 2nd Addition property is acceptable upon written agreement with the owners of the adjacent property.
- 13) Outlots A, B, and C must be combined with the respective abutting properties to the north so as not to remain remnant parcels.
- 14) Any uncompleted site work (including landscaping) must be escrowed for prior to issuance of a certificate of occupancy.
- 15) 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.

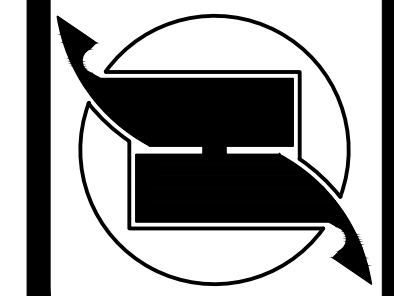
Attachments

- Location Map
- Aerial Photograph
- Preliminary Plat
- Final Plat
- Civil Plans
- Application

Location



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306
 PHONE: 952.890.6044
 www.jrhinc.com



SOUTH OAKS OF HASTINGS 4TH ADDITION
 PRELIMINARY PLAT
 FOR
GREG J. HOMES

HASTINGS, MINNESOTA
 3475 VERMILION ST., SUITE 102, HASTINGS, MN 55033

PROPERTY DESCRIPTION

That part of Outlot A, South Oaks of Hastings 2nd Addition, except that part platted as South Oaks of Hastings 3rd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

ZONING INFORMATION

CURRENT ZONING R3 PRD

SITE DATA

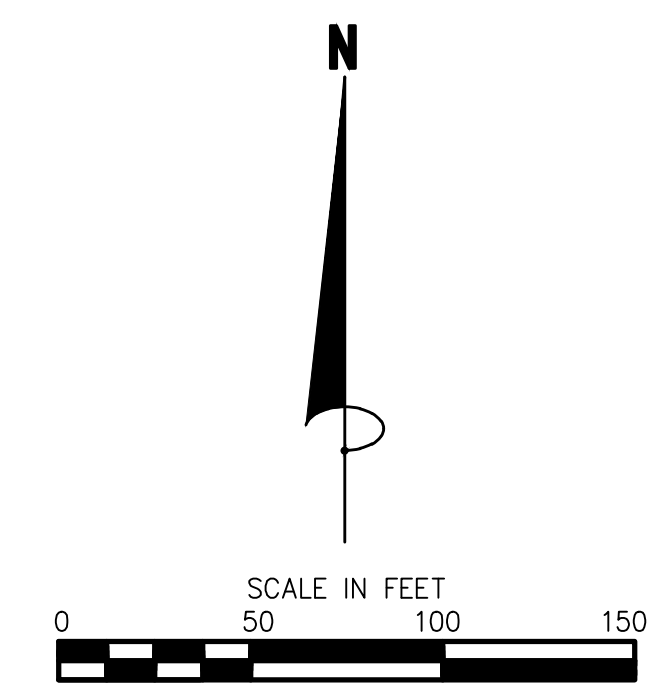
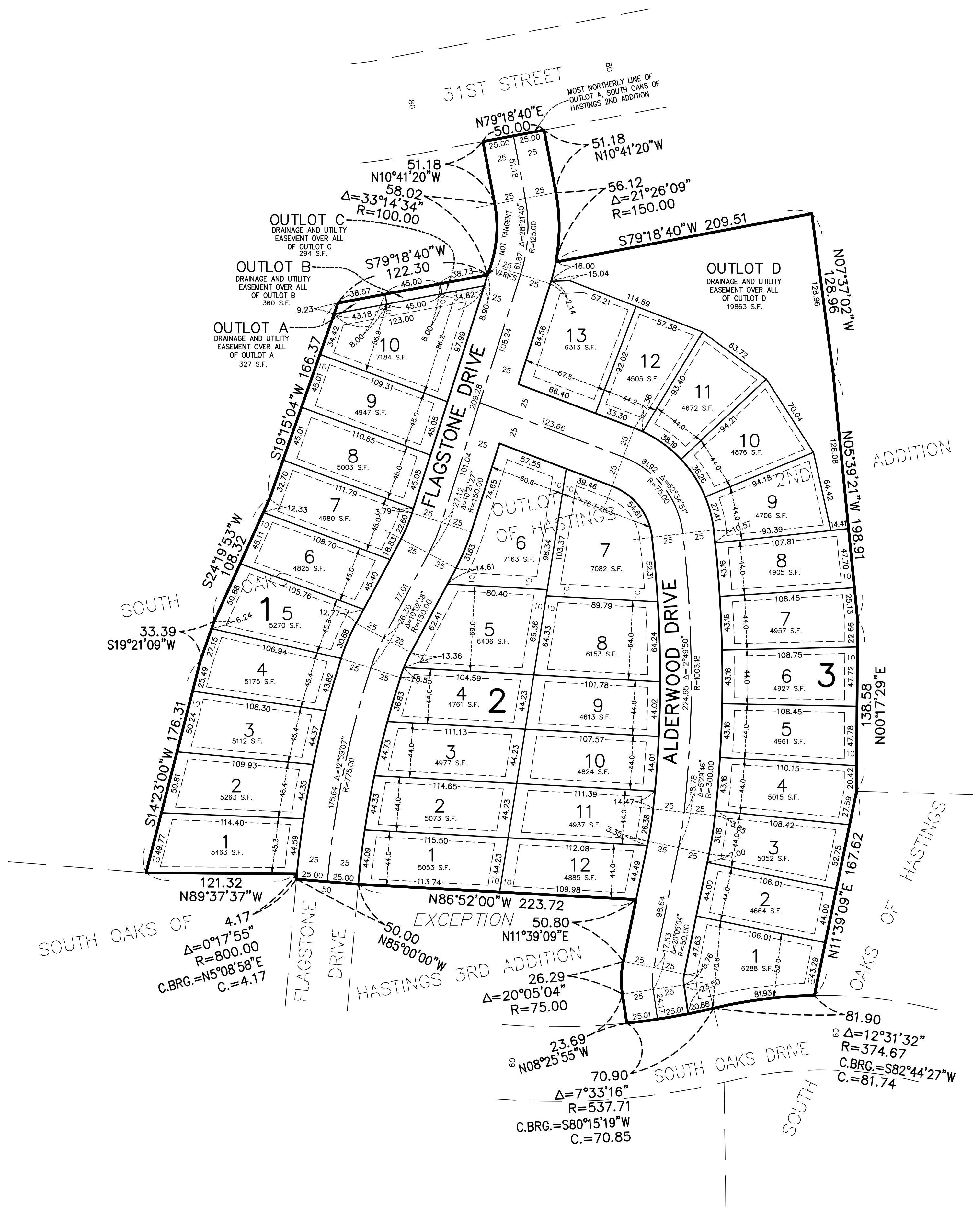
TOTAL SITE AREA 6.10 AC.
 LOT AREA 4.24 AC.
 RIGHT OF WAY AREA 1.38 AC.
 OUTLOT AREA 0.48 AC.

PROPOSED REQUIREMENTS & DATA

MIN. LOT AREA 4,500 S.F.
 MIN. LOT WIDTH AT SETBACK 44 FEET
 MIN. LOT AREA FOR CORNER LOT 6,200 S.F.
 MIN. LOT WIDTH AT SETBACK FOR CORNER LOT 50 FEET

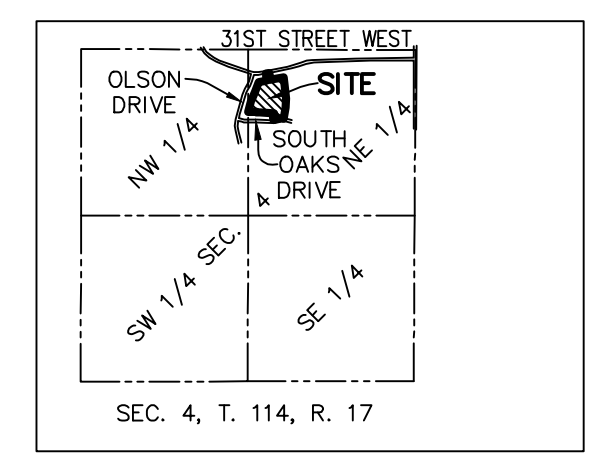
PROPOSED MINIMUM SETBACKS

FRONT 20 FEET
 SIDE (GARAGE) 7 FEET
 SIDE (HOUSE) 7 FEET
 SIDE (STREET) 10 FEET
 REAR 20 FEET

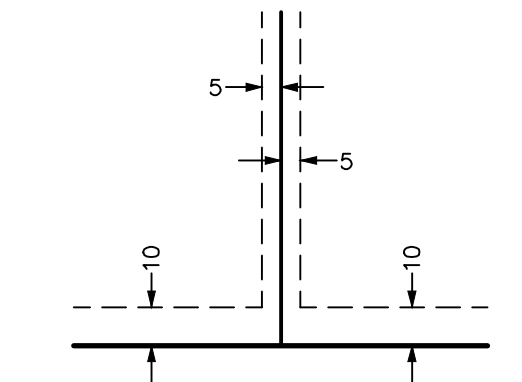


BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF OUTLOT A, SOUTH OAKS OF HASTINGS 2ND ADDITION ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF 31ST STREET WHICH IS ASSUMED TO HAVE A BEARING OF N 79°18'40" E

VICINITY MAP



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THE PLAT.

DRAWN BY

PLM

DATE

11/16/2020

REVISIONS

- A. 7/3/23, Lot layout
- B. 7/19/23, Lot layout
- C. 7/25/23, Lot layout
- D. 7/26/23, Lot layout
- E. 8/22/23, Lot layout

CAD FILE

23319pp.dwg

PROJECT NO.

23319

PAGE 1 OF 1

SOUTH OAKS OF HASTINGS 4TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Gregory A. Jablonske and Susan M. Jablonske, husband and wife, owners of the following described property:

That part of Outlot A, South Oaks of Hastings 2nd Addition, except that part platted as South Oaks of Hastings 3rd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as SOUTH OAKS OF HASTINGS 4TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said Gregory A. Jablonske and Susan M. Jablonske, husband and wife, have hereunto set their hands this _____ day of _____, 20____.

By: _____ By: _____
 Gregory A. Jablonske Susan M. Jablonske

STATE OF _____
 COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20____, by Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

 County, _____ Printed Name
 My commission expires _____

I Marcus F. Hampton 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 all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Marcus F. Hampton.

 County, Minnesota Printed Name
 My commission expires January 31, _____

HASTINGS PLANNING COMMISSION

Approved by the Planning Commission of the City of Hastings, Minnesota, this _____ day of _____, 20____

By: _____ By: _____
 Chair Secretary

CITY COUNCIL, CITY OF HASTINGS, MINNESOTA

This plat of SOUTH OAKS OF HASTINGS 4TH 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: _____ By: _____
 Mayor Clerk

DAKOTA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
 Dakota County Surveyor

DAKOTA COUNTY DEPARTMENT OF PROPERTY TAXATION AND RECORDS

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____.

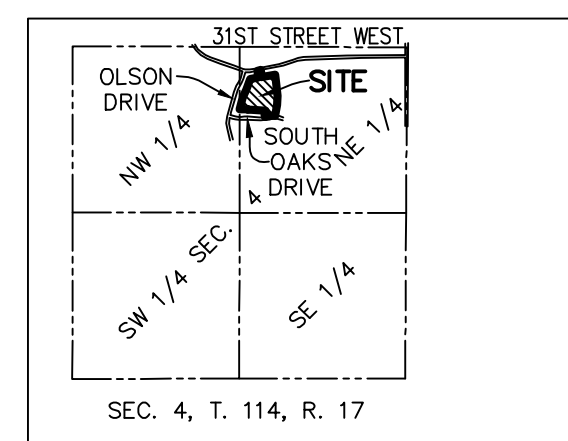
By: _____ Director
 Department Of Property Taxation and Records

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of SOUTH OAKS OF HASTINGS 4TH ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____, M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

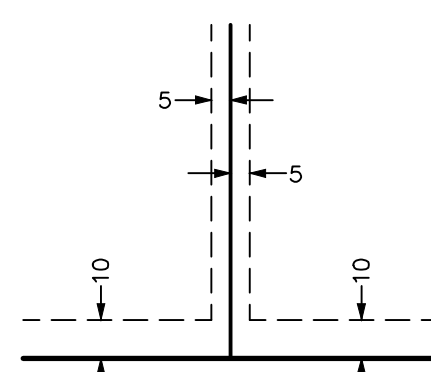
 Deputy
 Registrar of Titles

VICINITY MAP

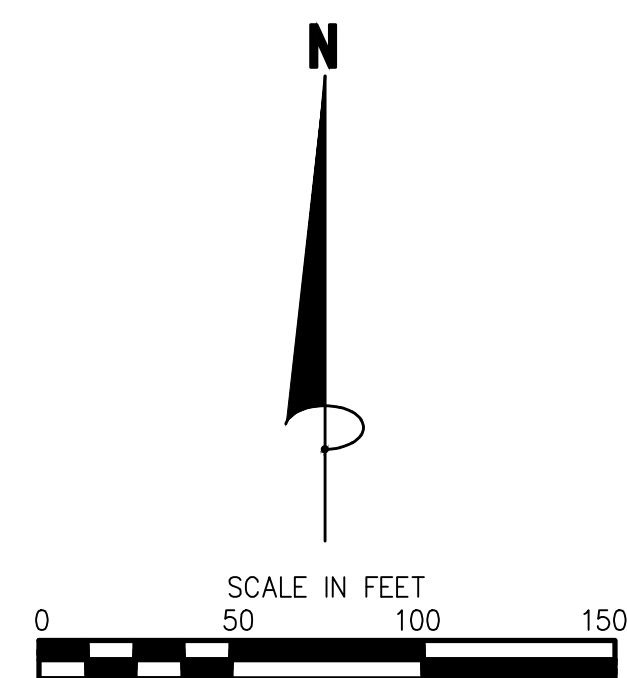


NOT TO SCALE

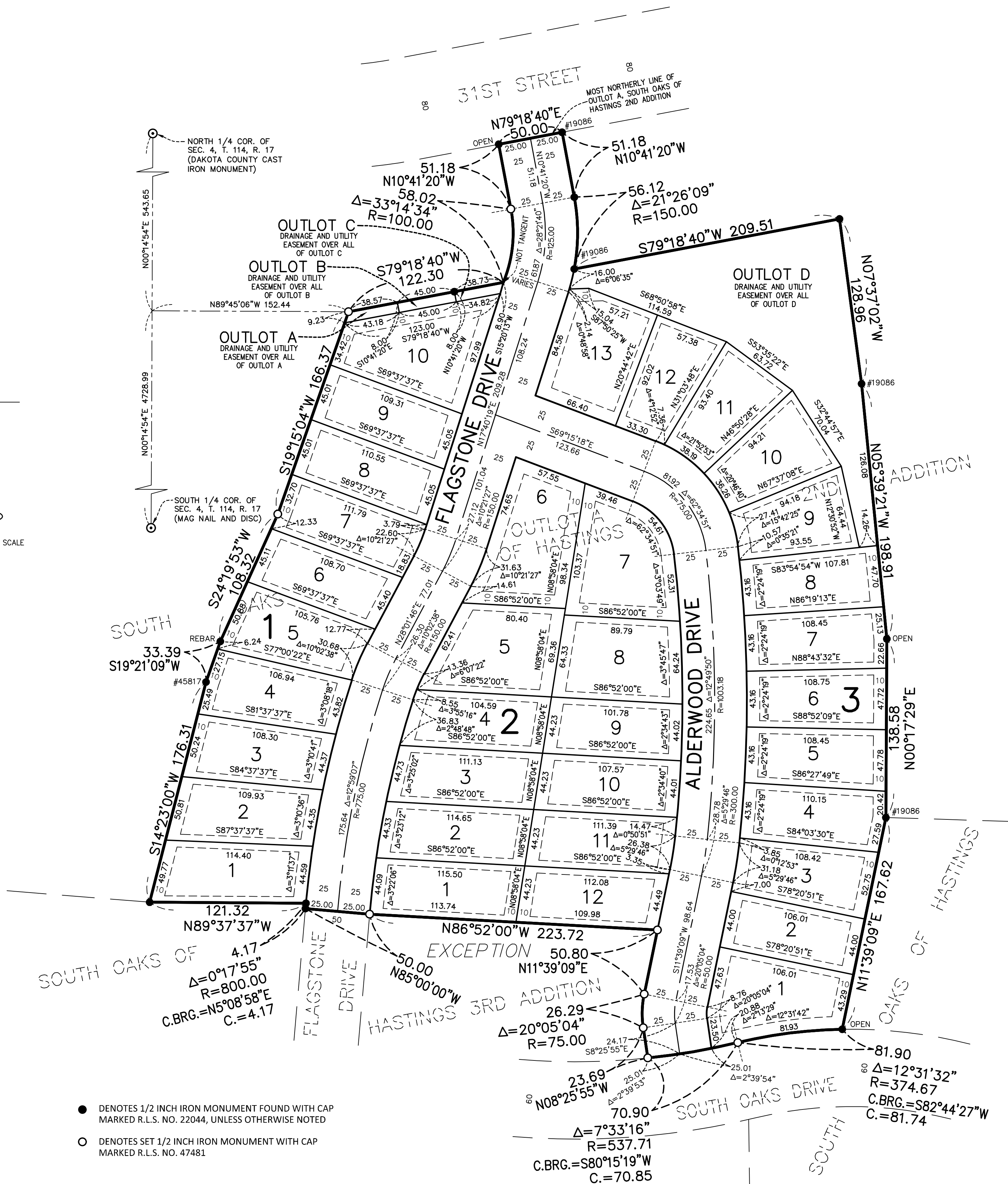
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING RIGHT OF WAY LINES, AS SHOWN ON THE PLAT.



BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF OUTLOT A, SOUTH OAKS OF HASTINGS 2ND ADDITION ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF 31ST STREET WHICH IS ASSUMED TO HAVE A BEARING OF N 79°18'40" E



- DENOTES 1/2 INCH IRON MONUMENT FOUND WITH CAP MARKED R.L.S. NO. 22044, UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH IRON MONUMENT WITH CAP MARKED R.L.S. NO. 47481

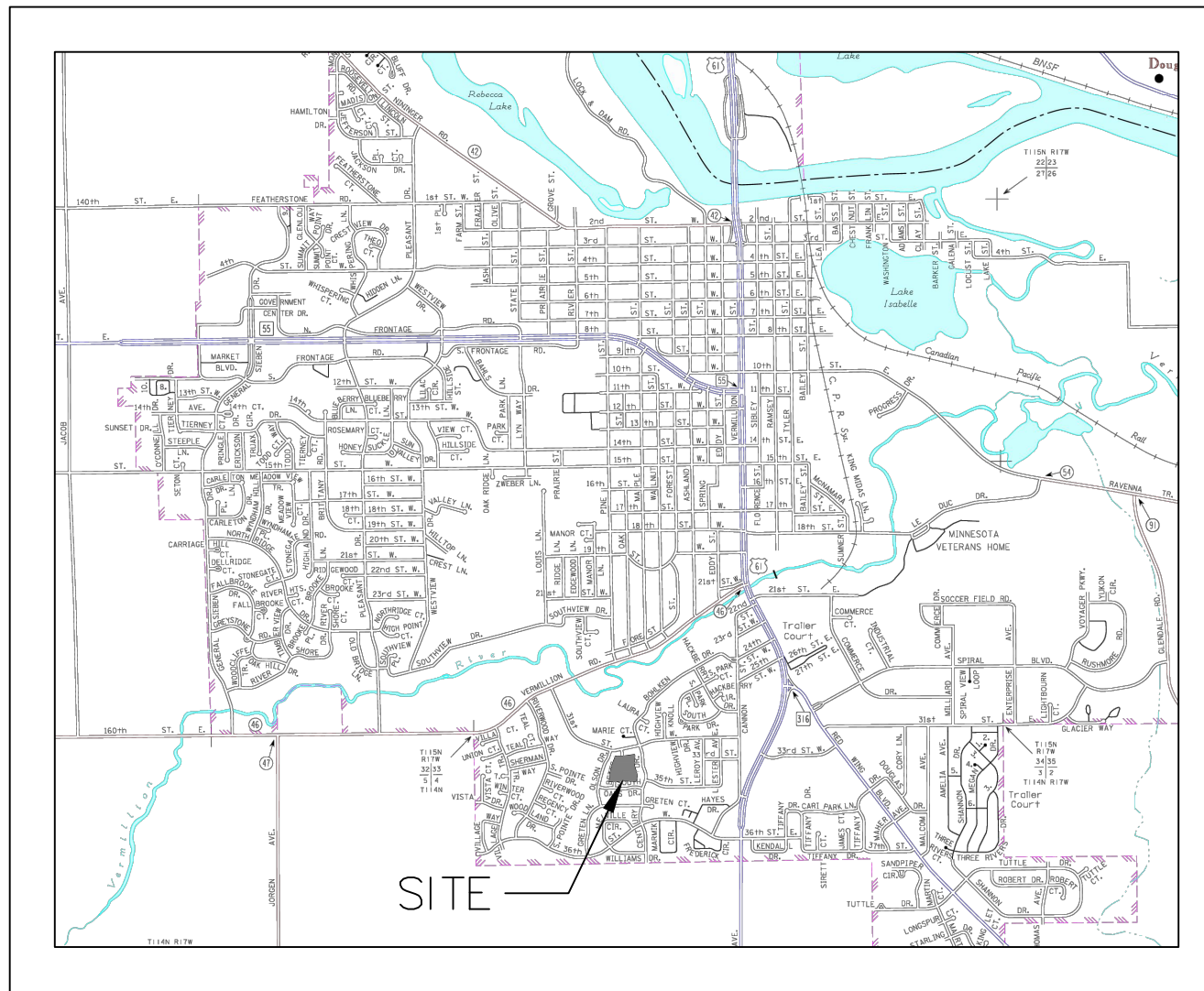
NOTE: NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION INDICATES A PLAT MONUMENT THAT WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. SAID MONUMENTS SHALL BE 1/2 INCH x 14 INCH IRON PIPES MARKED BY R.L.S. NO. 47481.

SOUTH OAKS — 4TH ADDITION

HASTINGS, MINNESOTA

FINAL GRADING, DRAINAGE, EROSION & SEDIMENT CONTROL, SANITARY SEWER, WATERMAIN, STORM SEWER, & STREET CONSTRUCTION PLANS

FOR
GREG J. HOMES OF HASTINGS, INC.
3475 VERMILLION ST., HASTINGS, MN 55033
PHONE: (651) 437-3700 FAX: (651) 480-1144



LOCATION MAP
NOT TO SCALE

GOPHER STATE ONE CALL
CALL 48 HOURS BEFORE YOU DIG!
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

STORM SEWER STRUCTURE SCHEDULE

STRUCTURE #	RIM ELEV.	INV. ELEV.	SUMP ELEV.	BLD. HEIGHT	INSIDE DIM.	CASTING	PHASE
CBMH-100A	811.79	804.99 E 806.02 W	-	9.80'	48" DIA.	R-3067-V	I
CBMH-101	811.65	806.46 S 806.68 W 806.25 E 806.08 N	-	5.59'	72" DIA.	R-3067-V	I
CBMH-102	811.40	808.30 S 808.30 E	-	3.10'	48" DIA.	R-4342	I
CB-103	815.15	811.40 N	-	3.75'	27" DIA.	R-4342	I
CBMH-104	812.58	807.50 SE 807.54 N	-	5.08'	48" DIA.	R-3067-V	I
CB-105	813.75	809.68 NE	-	4.07'	2' X 3'	R-3067-V	I
CBMH-106	813.37	808.12 E 809.55 SW 807.92 N	-	5.45'	48" DIA.	R-3067-V	I
CBMH-107	813.61	808.49 S 808.29 W	-	5.32'	48" DIA.	R-3067-V	I
CB-108	812.40	809.1 N	-	3.30'	27" DIA.	R-4342	I
CBMH-109	813.37	807.79 S 807.79 NW	-	5.58'	48" DIA.	R-3067-V	I

SEE UTILITY PLANS FOR ADDITIONAL RIM AND INVERT INFORMATION

BENCHMARK

TOP NUT HYDRANT ON NORTH-WEST CORNER OF LOT 14, BLOCK 3
125' SOUTH OF 31ST ST. WEST — ELEV=815.17

TOP NUT HYDRANT LOT 1, BLOCK 3
30' NORTH OF SOUTH OAKS DR. — ELEV=819.31

PROJECT COORDINATES

N 44° 42' 53"
W 92° 51' 45"

OVERALL SITE DATA

TOTAL SITE AREA 6.10 AC.
NUMBER OF SINGLE FAMILY LOTS — TOTAL 35 LOTS

MINIMUM SETBACKS (PUD)

FRONT 20 FEET
SIDE (HOUSE/GARAGE) 7 FEET
SIDE (STREET) 10 FEET
REAR 20 FEET

PROJECT CONTACTS

PROJECT ENGINEER: JOEL G. COOPER, P.E. — JAMES R. HILL, INC.

DEVELOPER: GREG JABLONSKA — GREG J HOMES OF HASTINGS, INC.

NPDES OFFICER: NICK JABLONSKA — GREG J HOMES OF HASTINGS, INC.

GENERAL CONTRACTOR REPRESENTATIVE: TBD

ASSISTANT CITY ENGINEER: JOHN CAVEN

PUBLIC WORKS DIRECTOR/CITY ENGINEER: RYAN STEMPSKI

612.508.6480
jgcooper@jrhill.com

651.437.2121

651.437.3700

651.757.2203

651.480.2369, jcaven@hastingsmn.gov

651.480.2368, rstempski@hastingsmn.gov

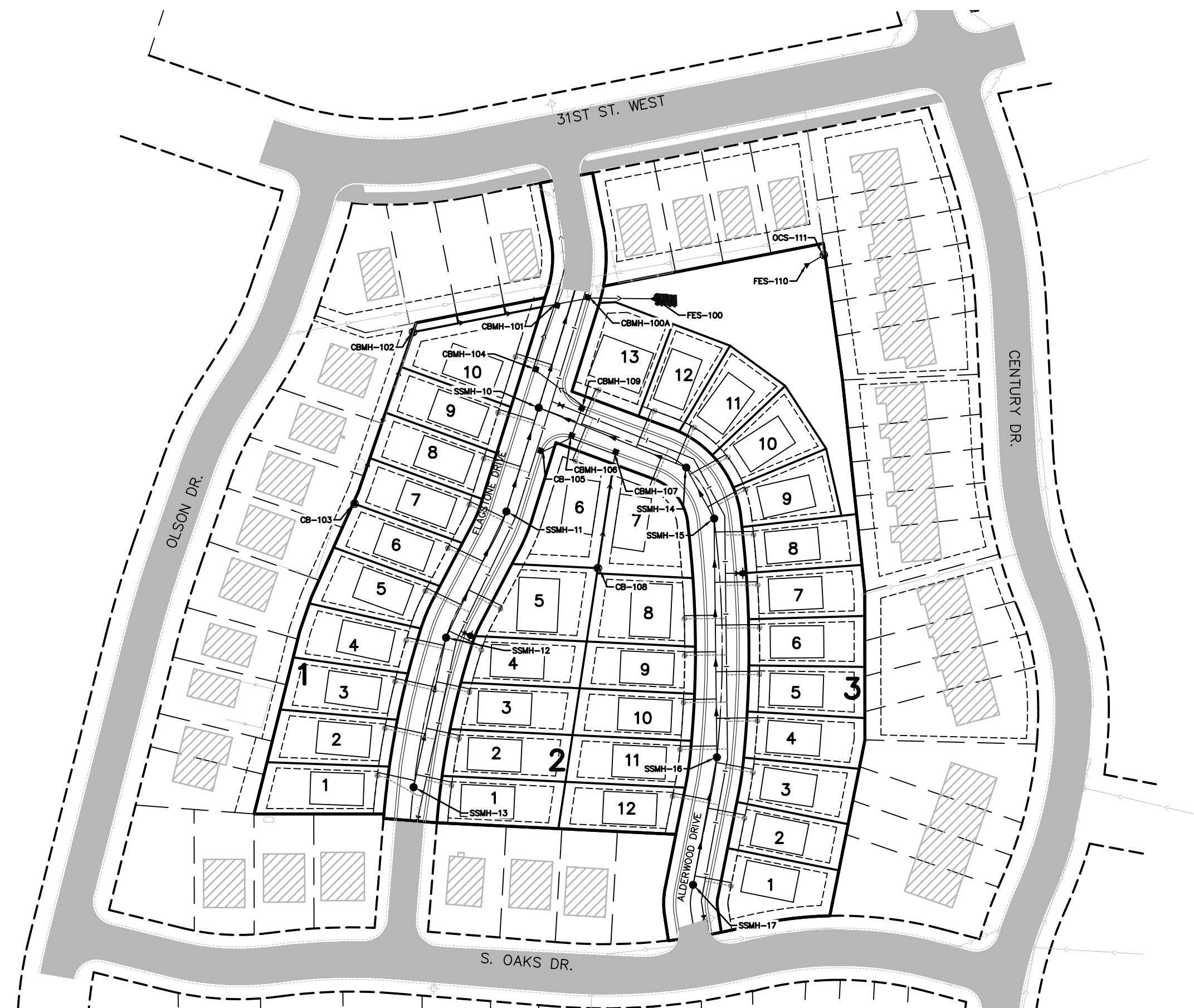
- NO CONSTRUCTION MAY BEGIN UNTIL EROSION AND SEDIMENT CONTROLS ARE IN PLACE AND APPROVED BY THE CITY.
- NO CONSTRUCTION MAY BEGIN UNTIL A PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.
- NO CHANGES SHALL BE MADE TO APPROVED PLANS WITHOUT WRITTEN CONSENT OF THE CITY.
- ONLY CITY EMPLOYEES ARE PERMITTED TO OPERATE VALVES AND HYDRANTS.
- PREVAILING SPECIFICATIONS: CITY OF HASTINGS STANDARD SPCS, MN MUTCD, MNDOT SPECIFICATIONS, CEAM SPECIFICATIONS.

I hereby certify that this plan meets all City of Hastings and Vermillion river watershed Rules and regulations for stormwater volume control, stormwater rate control, and water quality treatment requirements.
JOEL G. COOPER, P.E.

Date: 09/21/20 Reg.No. 18475

ENGINEERING DEPARTMENT: 651.480.2334

PUBLIC WORKS DEPARTMENT: 651.480.6185



INDEX

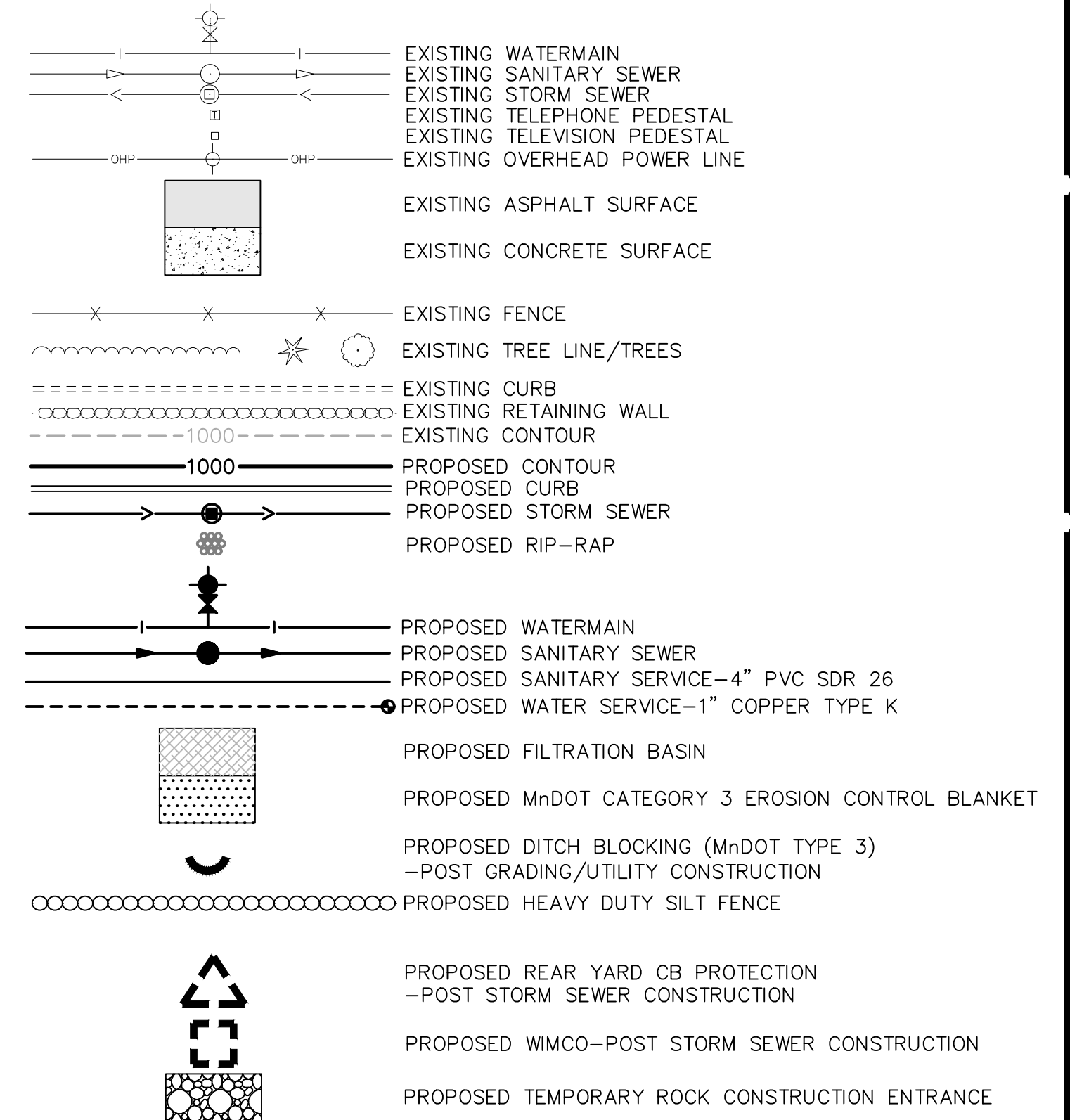
TITLE SHEET
EXISTING CONDITIONS
EXISTING DRAINAGE MAP
PROPOSED DRAINAGE MAP
FINAL EROSION & SEDIMENT CONTROL PLAN
EROSION & SEDIMENT CONTROL DETAILS
FINAL GRADING & DRAINAGE PLAN
SANITARY SEWER & WATERMAIN CONSTRUCTION
FLAGSTONE DRIVE
ALDERWOOD DRIVE
STORM SEWER CONSTRUCTION
STREET CONSTRUCTION
FLAGSTONE DRIVE
ALDERWOOD DRIVE
FINAL LANDSCAPE PLAN
DETAILS

C1.10
C1.20
C1.30
C1.40
C2.10
C2.20-C2.21
C3.10

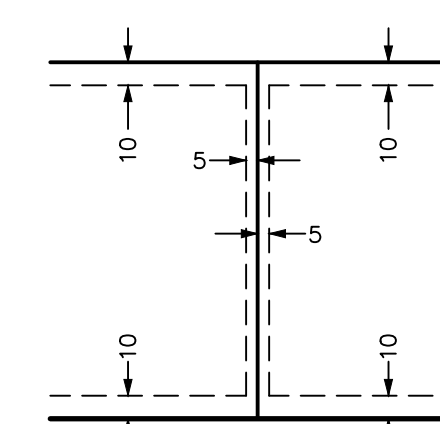
C4.10
C4.11
C5.10

C6.10
C6.11
C7.10
C9.10 - C9.11

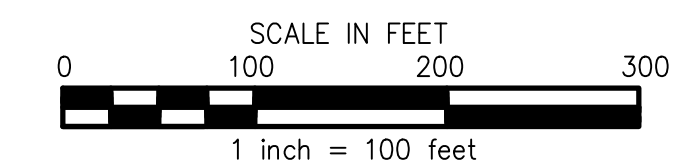
LEGEND



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH ADJOINING STREET LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.



James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

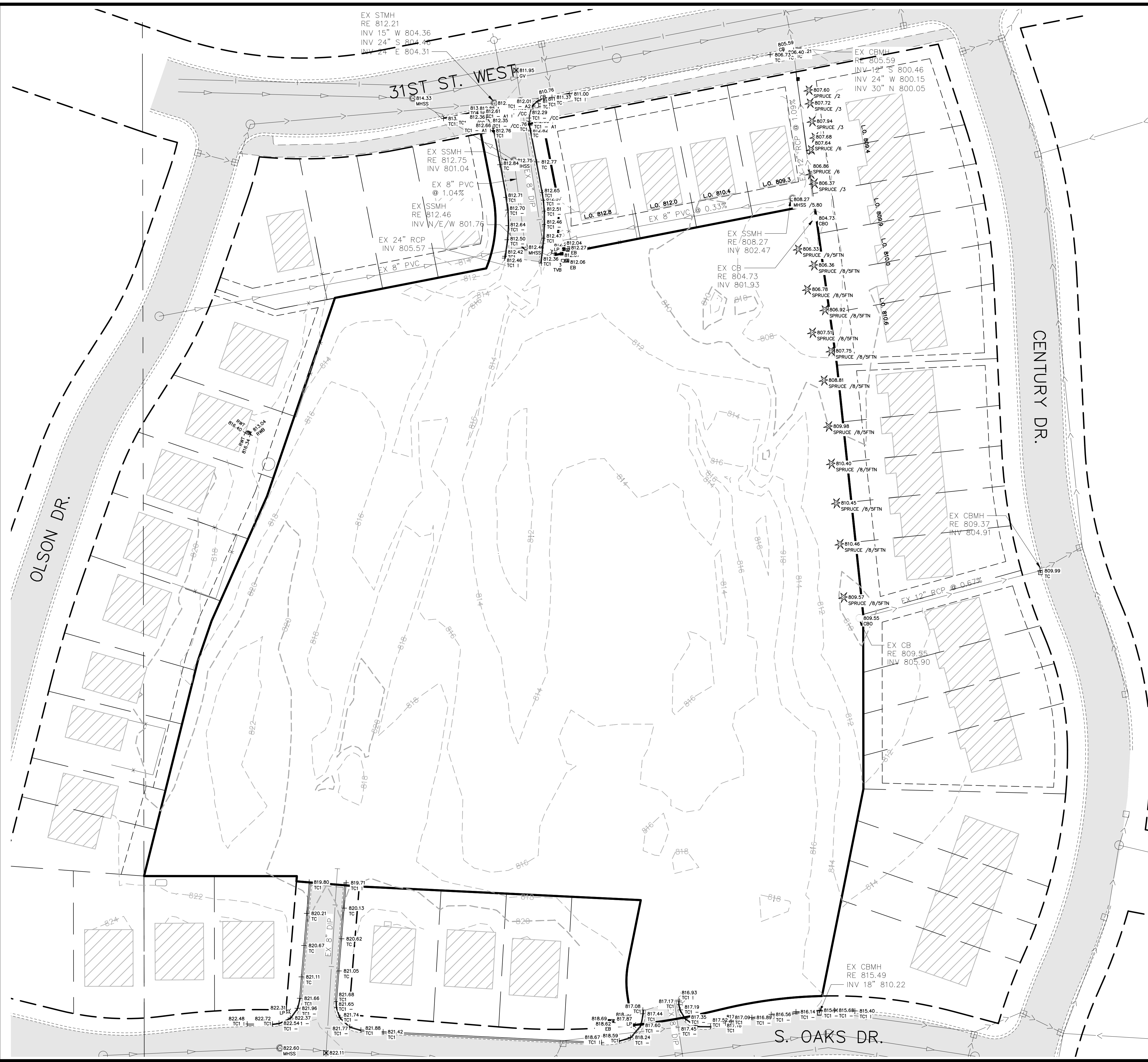
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
JOEL G. COOPER, P.E.
Date: 09/29/20, Reg.No. 18495

SOUTH OAKS — 4TH ADDITION
HASTINGS, MINNESOTA
TITLE SHEET
FOR
GREG J. HOMES OF HASTINGS, INC.
3475 VERMILLION STREET, HASTINGS, MN 55033

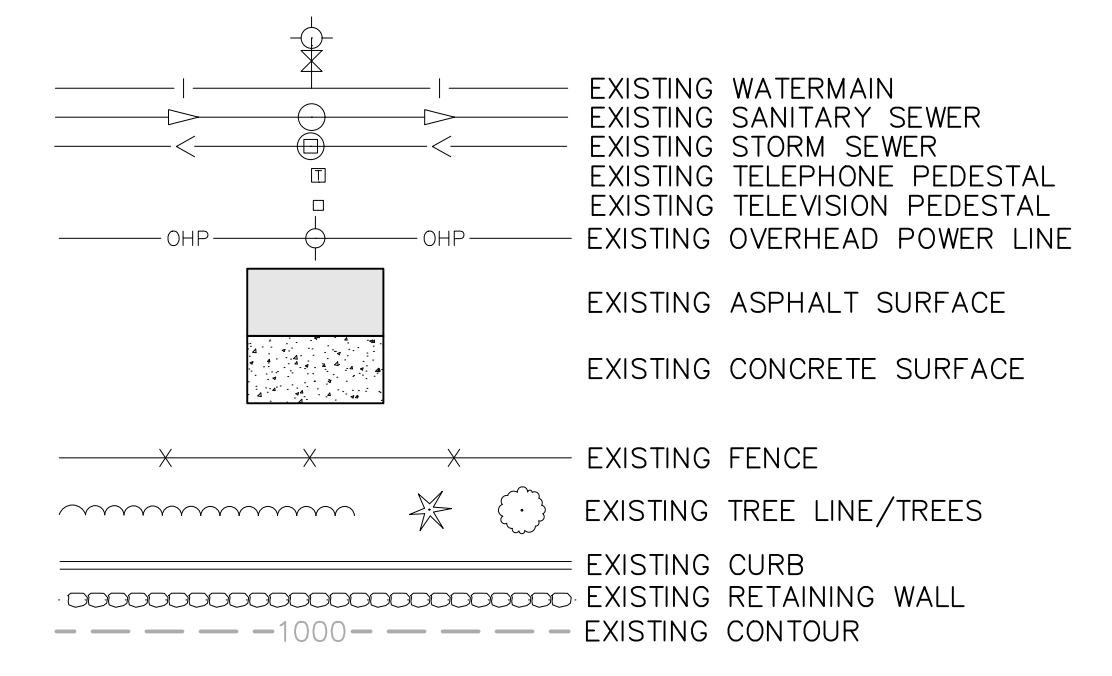
DRAWN BY
VUN
DATE
09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
07/25/23-REV LAYOUT
CAD FILE
23319 - TS
PROJECT NO.
23319
C1.10

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LEGEND

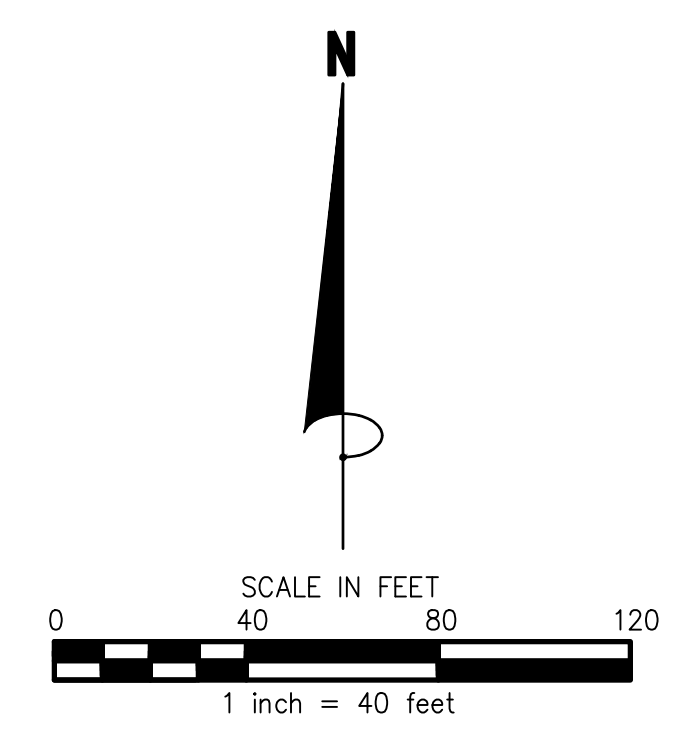


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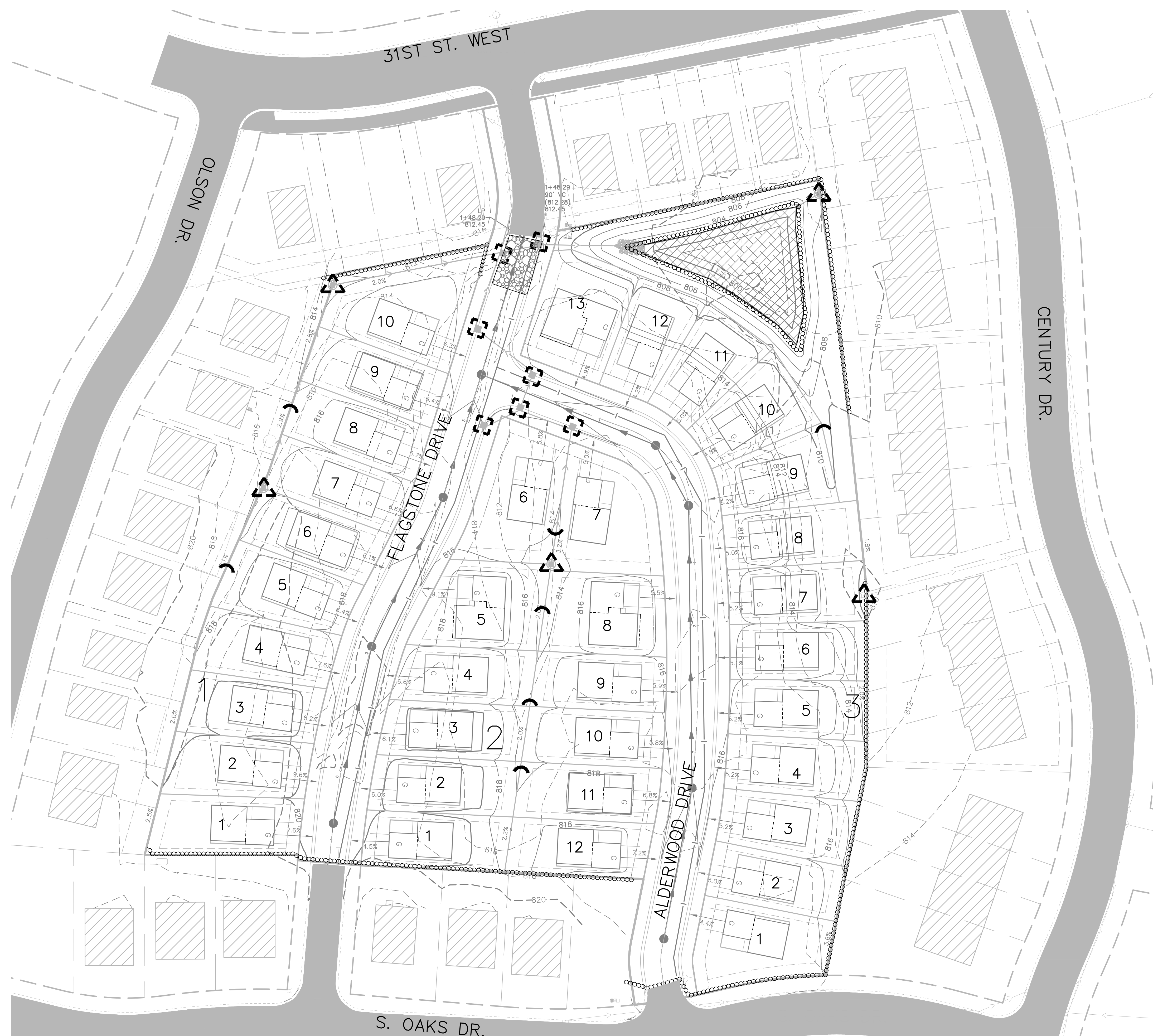
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 Date: 09/29/20. Reg. No. 18495.

SOUTH OAKS - 4TH ADDITION
 HASTINGS, MINNESOTA
EXISTING CONDITIONS
 FOR
GREG J. HOMES OF HASTINGS, INC.
 3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY VUN
DATE 09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
07/25/23-REV LAYOUT
CAD FILE 23319 - EXC
PROJECT NO. 23319
C1.20

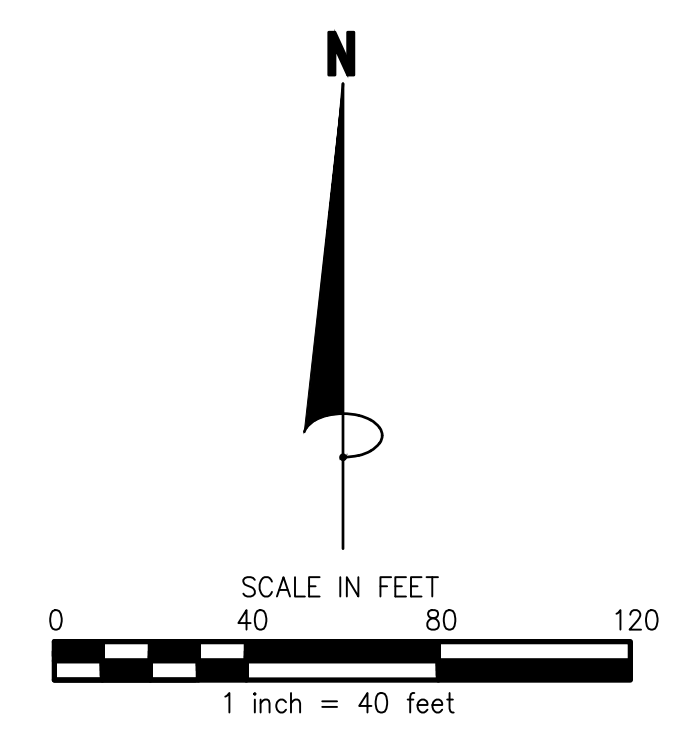


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- LEGEND**
- EXISTING STORM SEWER
 - EXISTING ASPHALT SURFACE
 - EXISTING CURB
 - EXISTING CONTOUR
 - PROPOSED CURB
 - PROPOSED STORM SEWER
 - PROPOSED MNDOT CATEGORY 3 EROSION CONTROL BLANKET
 - PROPOSED DITCH BLOCKING (MNDOT TYPE 3) - POST GRADING/UTILITY CONSTRUCTION
 - PROPOSED HEAVY DUTY SILT FENCE
 - PROPOSED REAR YARD CB PROTECTION - POST STORM SEWER CONSTRUCTION
 - PROPOSED WIMCO - POST STORM SEWER CONSTRUCTION
 - PROPOSED TEMPORARY ROCK CONSTRUCTION ENTRANCE

NO CONSTRUCTION MAY BEGIN ON SITE UNTIL THE EROSION CONTROL HAS BEEN INSTALLED AND APPROVED BY THE CITY.



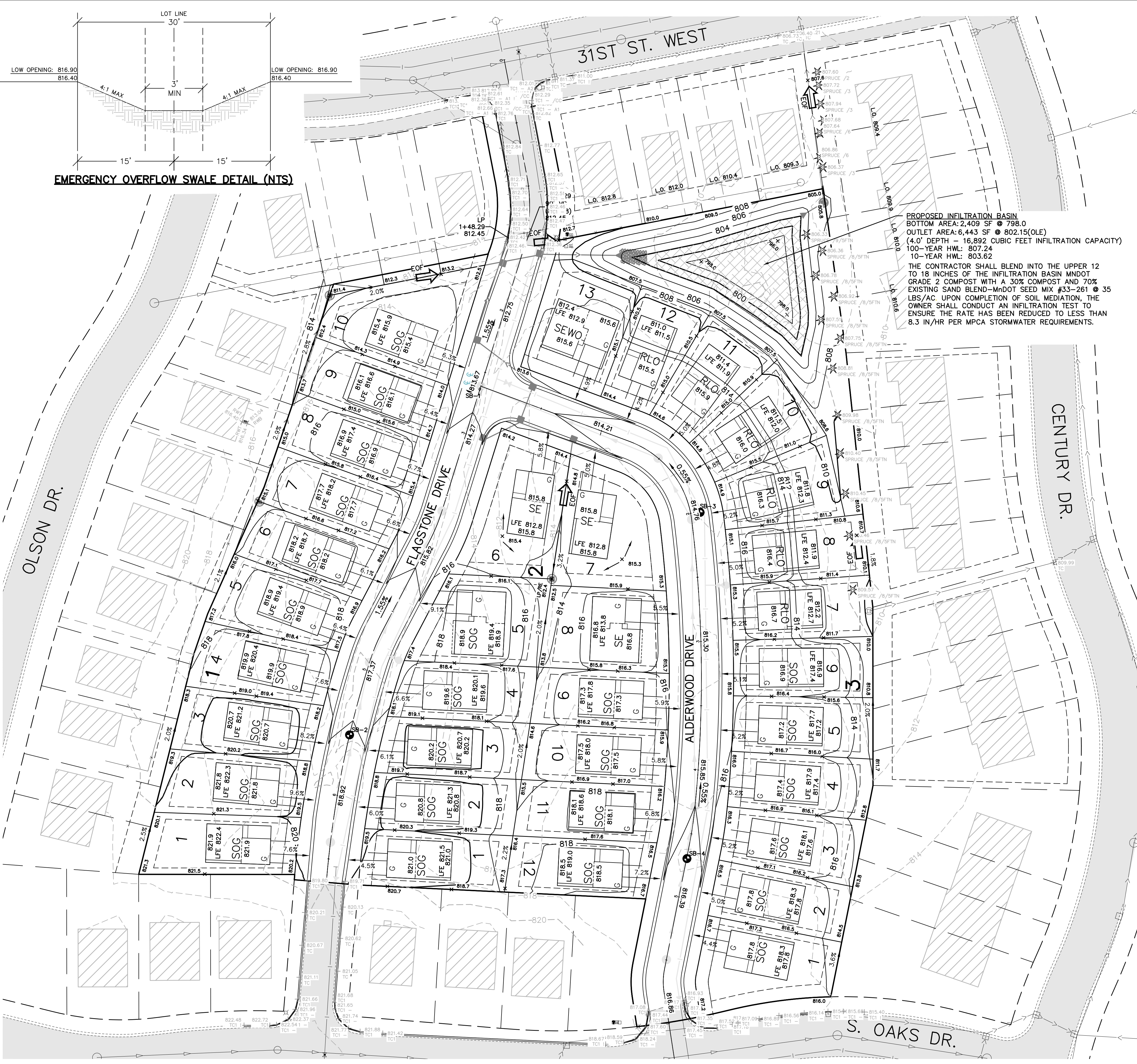
James R. Hill, Inc. X-C-02 (a-c)
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
 PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report 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.
 J. R. Hill, P.E.
 Date: 08/29/20, Reg. No. 18495

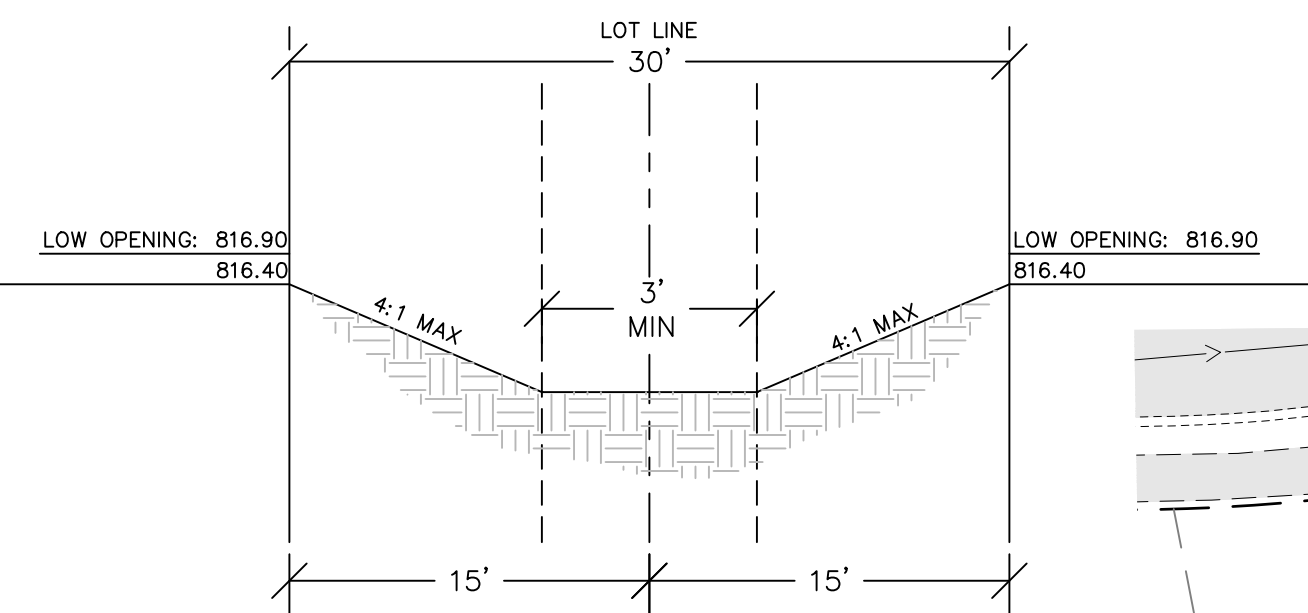
SOUTH OAKS - 4TH ADDITION
 HASTINGS, MINNESOTA
EROSION & SEDIMENT CONTROL PLAN
 FOR
GREG J. HOMES OF HASTINGS, INC.
 3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY VUN
DATE 09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
07/25/23-REV LAYOUT
CAD FILE 23319 - ERC
PROJECT NO. 23319
C2.10

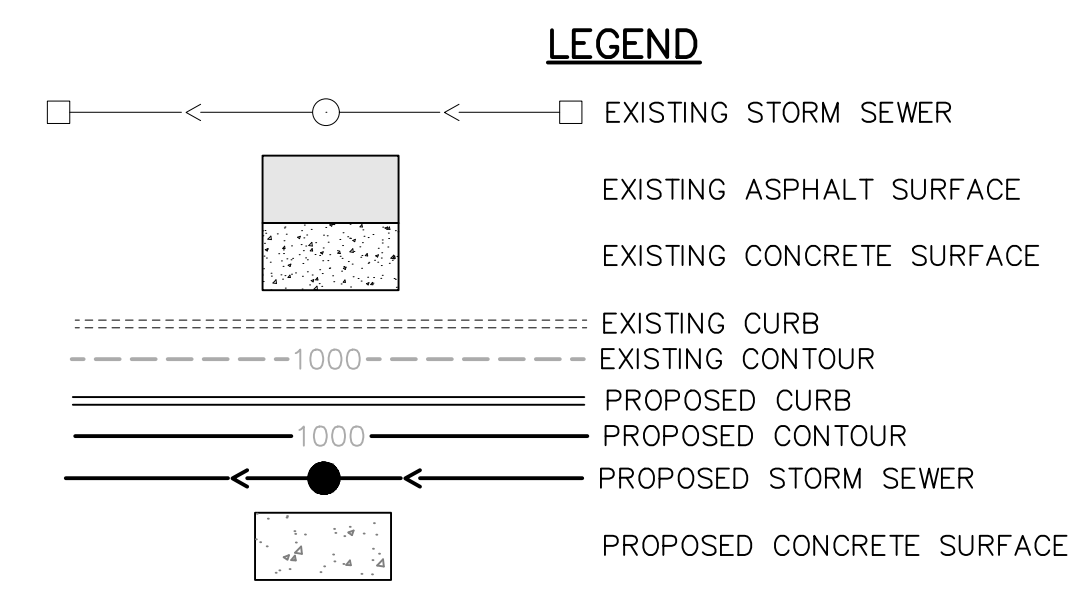
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EMERGENCY OVERFLOW SWALE DETAIL (NTS)



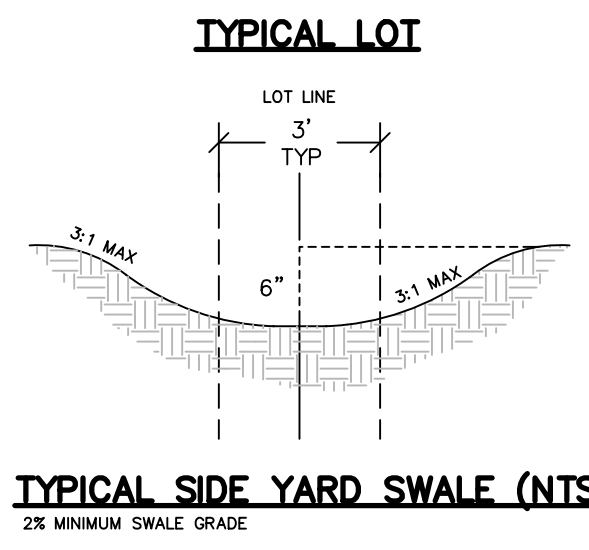
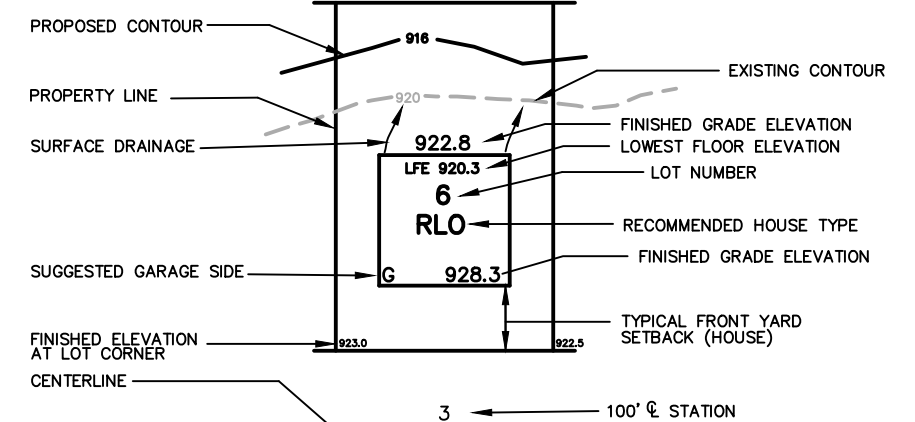
PROPOSED INFILTRATION BASIN
BOTTOM AREA: 2,409 SF @ 798.0
OUTLET AREA: 6,443 SF @ 802.15(OLE)
(4.0' DEPTH - 16,892 CUBIC FEET INFILTRATION CAPACITY)
100-YEAR HWL: 807.24
10-YEAR HWL: 803.62
THE CONTRACTOR SHALL BLEND INTO THE UPPER 12 TO 18 INCHES OF THE INFILTRATION BASIN MNDOT GRADE 2 COMPOST WITH A 30% COMPOST AND 70% EXISTING SAND BLEND-MNDOT SEED MIX #33-261 @ 35 LBS/AC UPON COMPLETION OF SOIL MEDIATION, THE OWNER SHALL CONDUCT AN INFILTRATION TEST TO ENSURE THE RATE HAS BEEN REDUCED TO LESS THAN 8.3 IN/HR PER MPCA STORMWATER REQUIREMENTS.



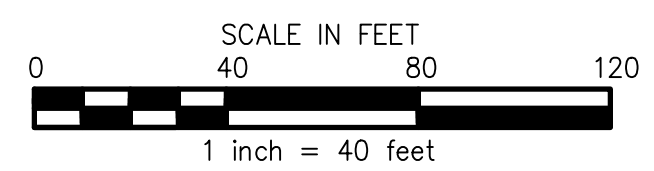
STANDARD GRADING NOTES:
1. SPECIFICATIONS WHICH APPLY ARE THE MOST RECENT EDITIONS OF THE MUNICIPALITY IN WHICH THE WORK IS LOCATED AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION UNLESS MODIFIED HEREIN ON THESE CONTRACT DOCUMENTS.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO UTILIZE THE "Gopher State Open Call" EXCAVATION NOTICE SYSTEM AS REQUIRED UNDER MINNESOTA STATUTE CHAPTER 216D, 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION (PHONE 651-454-0002 IN THE TWIN CITIES METRO AREA OR TOLL FREE 1-800-252-1166).
3. GRADING CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
4. ALL CONSTRUCTION AS CALLED FOR ON THESE CONTRACT DOCUMENTS SHALL BE PERFORMED IN ACCORDANCE WITH ALL OSHA REQUIREMENTS.
5. ALL LOT AND EASEMENT DIMENSIONS ARE SUBJECT TO FINAL PLAT.
6. IT IS THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO DISPOSE OFF-SITE ALL TREES, STUMPS, BRUSH, OR OTHER DEBRIS THAT EXISTS WITHIN THE CONSTRUCTION AREAS. TREES TO REMAIN SHALL BE DESIGNATED BY THE ENGINEER.
7. THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROLLED FILLS CAN BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
8. DENSITY TESTS SHALL BE TAKEN TO EVALUATE THE COMPACTION WITHIN THE STREETS, TRAVEL WAYS OR PARKING LOTS. WITHIN THE UPPER 3 FEET OF STREET, TRAVEL WAYS OR PARKING LOT SUBGRADE, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN ONE PERCENTAGE POINT OVER THE SOIL'S STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 100% OF STANDARD PROCTOR DENSITY BE PROVIDED. IN AREAS BELOW THE UPPER THREE FEET OF SUBGRADE OF THE STREETS, TRAVEL WAYS OR PARKING LOTS, THE CONTRACTOR SHALL INSURE THAT ALL SOILS BE NOT MORE THAN THREE PERCENTAGE POINTS OVER THE SOIL'S STANDARD PROCTOR OPTIMUM MOISTURE CONTENT, AND THAT COMPACTION TO A MINIMUM OF 95% OF STANDARD PROCTOR DENSITY BE PROVIDED. THE GRADING TOLERANCE FOR THESE AREAS SHALL BE WITHIN 0.1'.

9. LOT GRADING AND/OR THE PREPARATION OF BUILDING PADS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE GRADING TOLERANCE SHALL BE 0.30'. ALL EARTHWORK OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE HUD-FHA DATA SHEET 790 "LAND DEVELOPMENT WITH CONTROLLED EARTHWORK", PROVIDING FOR A MINIMUM OF 95% STANDARD DENSITY, OR AS OTHERWISE SPECIFIED BY THE GEO-TECHNICAL ENGINEER.
10. IN AREAS WHERE RETAINING WALLS ARE PROPOSED ON CONTROLLED FILL AREAS, A MINIMUM 95% STANDARD DENSITY NEEDS TO BE ATTAINED WHERE FILL THICKNESSES EXCEED 10' BELOW WALL FOUNDATION ELEVATIONS. A HIGHER MINIMUM OF 98% SHALL BE ATTAINED.
11. BUILDING PADS SHOWN ON EACH LOT ARE TYPICAL ONLY. THE DEPTH OF THE PAD FROM FRONT TO BACK SHALL BE GRADED THROUGHOUT THE FULL WIDTH OF THE LOT OR AS NECESSARY TO ALLOW FOR CONSTRUCTION OF A BUILDING AT THE MINIMUM SIDE YARD SETBACKS. (REFER TO THE PLANS FOR SPECIFIC SETBACK DISTANCES.) IF UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED WITHIN A PROPOSED BUILDING PAD THAT CANNOT BE CORRECTED OR REMOVED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF THE CONDITIONS AND TO LOCATE THE LIMITS OF THE UNSUITABLE AREAS.
12. THE SITE GRADING TOLERANCE FOR THE SITE SHOULD BE ±0.1' FOR STREETS AND ±0.30' FOR LANDSCAPED/OPEN AREAS.
13. TOPSOIL SHALL BE RE-Spread AT A MINIMUM DEPTH OF 6" ON ALL DISTURBED AREAS TO BE VEGETATED.
14. THERE MUST BE AT LEAST A 6" DROP IN GROUND ELEVATION WITHIN 10 FT OF THE STRUCTURE.

SPECIFIC GRADING NOTES:
1. THE EXISTING TOPOGRAPHY AND CONTOUR ELEVATIONS ON THE PLANS WERE PROVIDED BY JAMES R. HILL ON SEPTEMBER 1, 2016. THE DEGREE OF ACCURACY OF THE EXISTING CONTOURS SHOWN ON THE PLAN IS EQUAL TO ± ONE HALF THE CONTOUR INTERVAL.
2. NO GRADING IS ALLOWED ON ADJACENT PROPERTIES TO COMPLETE INFILTRATION BASIN CONSTRUCTION.



BENCHMARK
TOP NUT HYDRANT ON NORTH-WEST CORNER OF LOT 14, BLOCK 3 125' SOUTH OF 31ST ST. WEST - ELEV=815.17
TOP NUT HYDRANT LOT 1, BLOCK 3 30' NORTH OF SOUTH OAKS DR. - ELEV=819.31

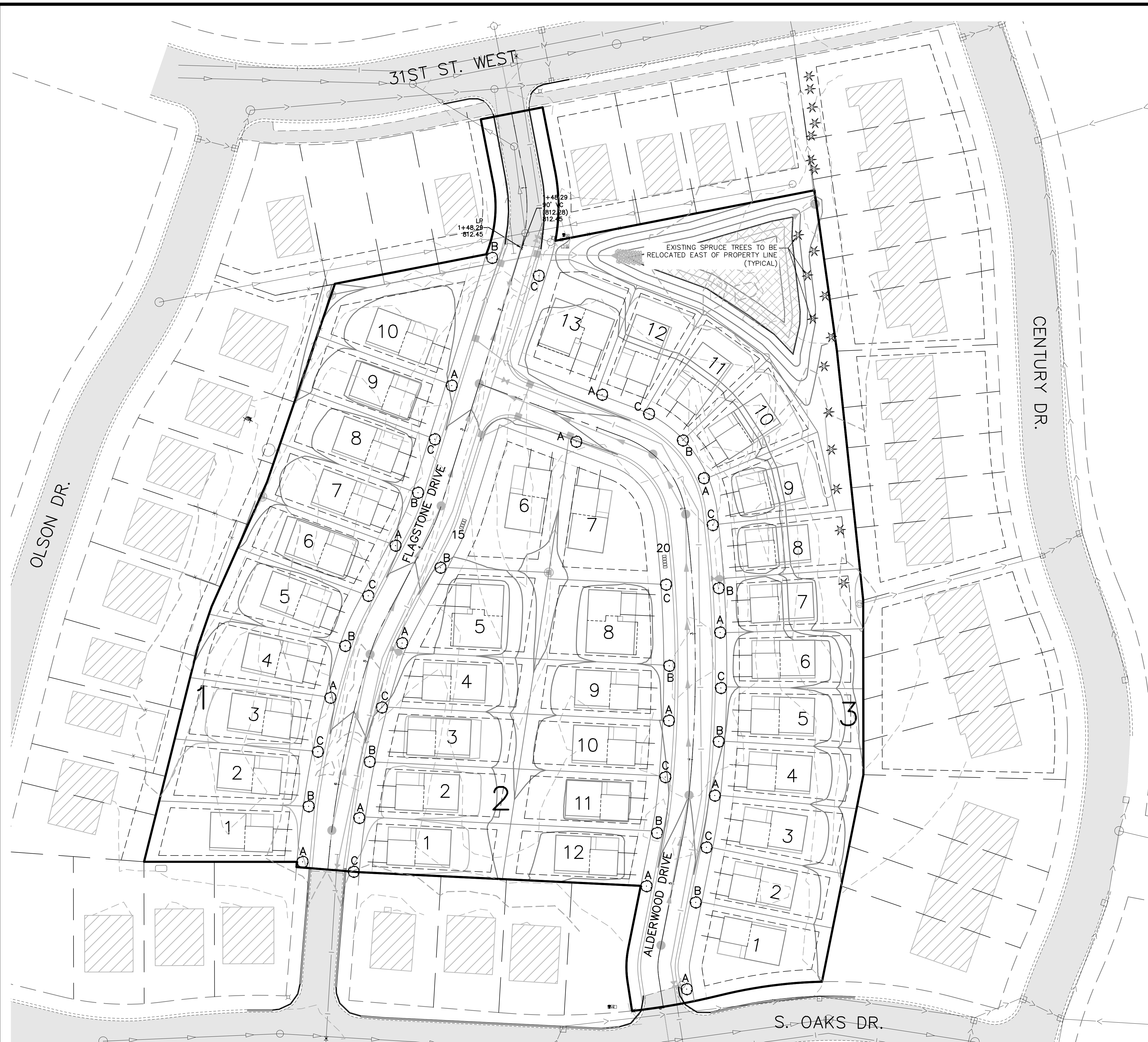


James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Ctr. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244
X-C-02 (a-c)



I hereby certify that this plan, specification or report 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. J. R. COOPER, P.E.
Date: 08/29/2020, Reg. No. 18695

SOUTH OAKS - 4TH ADDITION
HASTINGS, MINNESOTA
GRADING & DRAINAGE PLAN
FOR
GREG J. HOMES OF HASTINGS, INC.
3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY
VUN
DATE
09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
07/25/23-REV LAYOUT
CAD FILE
23319 - G
PROJECT NO.
23319
C3.10



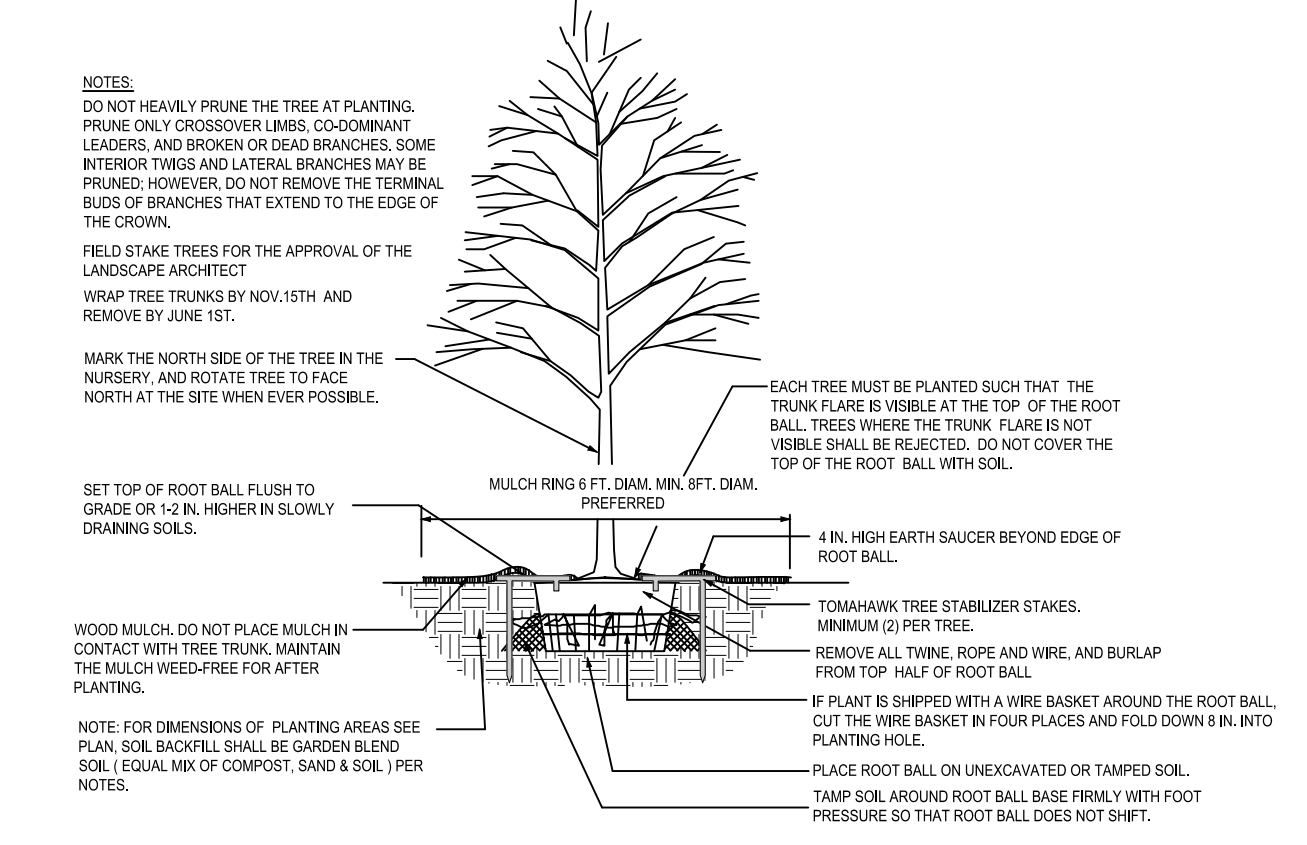
LEGEND

-  PROPOSED DECIDUOUS TREE
-  PROPOSED GROUP MAILBOX LOCATION

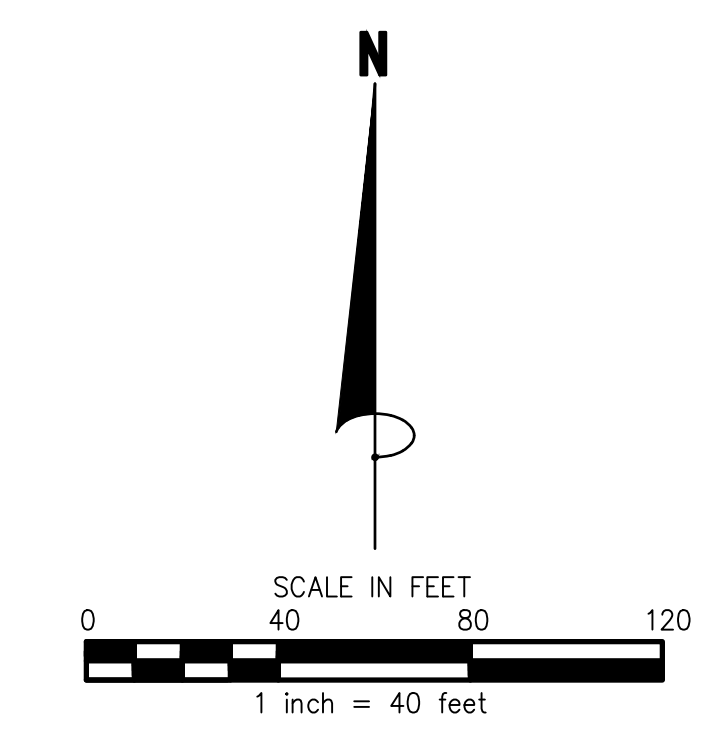
PLANTING SCHEDULE					
KEY	QTY	COMMON/BOTANICAL NAME	SIZE	SPACING	NOTES
A	13	LITTLELEAF LINDEN/ TILIA CORDATA	6' HT.	25'	20' TALL
B	11	WHITE OAK/ QUERCUS ALBA	6' HT.	30'	25' TALL
C	12	RED MAPLE/ ACER RUBRUM	6' HT.	30'	25' TALL

NOTES

- ALL YARD AREAS SHALL BE SOD OR SEEDED WITH MnDOT SEED MIX #25-151
- PLANTING NOTES:
- IMMEDIATELY PRIOR TO SODDING OR SEEDING, SOIL SHALL BE TILLED TO A DEPTH OF 12" TO IMPROVE SOIL CONTACT AND WATER INFILTRATION
 - ANY SODDING THAT IS INSTALLED SHALL BE INSTALLED BETWEEN APRIL 15 AND JULY 15, AND FROM SEPTEMBER 15 UNTIL THE GROUND FREEZES
 - PROVIDE WATER IF NEED TO AID IN TURF ESTABLISHMENT AFTER SEEDING
 - CLUSTER MAILBOX DESIGN TO BE IN ACCORDANCE WITH MOST RECENT USPS REQUIREMENTS.
 - TREES MUST BE LOCATED A MINIMUM OF 10 LF FROM STORM SEWER.



1 DECIDUOUS TREE PLANTING - SECTION
7.10 NOT TO SCALE



James R. Hill, Inc. X-C-02 (a-c)
PLANNERS / ENGINEERS / SURVEYORS
2999 W. Cty. Rd. 42, Suite 100, Burnsville, MN 55306
PHONE: (952)890-6044 FAX: (952)890-6244

I hereby certify that this plan, specification or report 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.
Date: _____ Reg. No. _____

SOUTH OAKS - 4TH ADDITION
HASTINGS, MINNESOTA
LANDSCAPE & MAILBOX PLAN
FOR
GREG J. HOMES OF HASTINGS, INC.
3475 VERMILLION STREET, HASTINGS, MN 55033

DRAWN BY VUN
DATE 09/29/20
REVISIONS
11/06/20-ADD CB 110
04/27/21-REV DRAINAGE
06/02/23-POND REVISION
CAD FILE 23319 - LND
PROJECT NO. 23319
C7.10

#2023-21

X-C-02 (a-d)



City of Hastings Community Development Department

Land Use Application

Address or PID of Property: 19-71026-00-011

Applicant Name: Greg J Homes of Hastings Inc.
Address: 3475 Vermillion Street

Property Owner: Gregory A and Susan M Jablonske
Address: 3475 Vermillion Street

Phone: 651-437-3700
Fax: _____
Email: darren@gregjhomes.com

Phone: 651-437-3700
Fax: _____
Email: gregjablonske@edinarealty.com

Description of Request: Preliminary and final plat for the proposed South Oaks of Hastings 4th addition.

If requesting site plan review of multi-family units (three or more attached), are the units intended to be for sale or rental units? _____

Check Applicable Line(s) Please Note: All Fees and Escrows are due at time of application.

- | | | | |
|---|------------------------|--|------------------------|
| <input type="checkbox"/> Rezone | \$500 | <input type="checkbox"/> Minor Subdivision | \$500 |
| <input checked="" type="checkbox"/> Final Plat | \$600 | <input type="checkbox"/> Special Use Permit | \$500 |
| <input type="checkbox"/> Variance | \$300 | <input type="checkbox"/> Comp Plan Amend. | \$500 |
| <input type="checkbox"/> Vacation | \$500 | <input type="checkbox"/> Lot Split/Lot Line Adj. | \$75 |
| <input type="checkbox"/> House Move | \$500 | <input type="checkbox"/> Annexation | \$500 + \$5,000 escrow |
| <input checked="" type="checkbox"/> Prelim Plat | \$500 + \$5,000 escrow | <input type="checkbox"/> EAW | \$500 + \$5,000 escrow |
| <input type="checkbox"/> Site Plan | \$500 + \$5,000 escrow | <input type="checkbox"/> Interim Use Permit | \$500 |

Total Amount Due: \$ \$ 5,600

Make checks payable to City of Hastings.

Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

[Signature] 5-31-23
Applicant Signature Date

[Signature] 5-31-23
Owner Signature Date

Greg Jablonske - President

Greg Jablonske Susan M. Jablonske
Greg Jablonske Susan M. Jablonske

Applicant Name and Title – Please Print

Owner Name – Please Print

OFFICIAL USE ONLY

File # 2023-21
Fee Paid: PAID

Rec'd By: SHinzman
Receipt # _____

Date Rec'd: 6/2/23
App. Complete 6/12/23

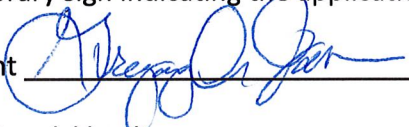
ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the city and that I am responsible for complying with all city requirements with regard to this request. This application should be processed in my name and I am the party whom the city should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by city staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the city upon demand, expenses, determined by the city, that the city incurs in reviewing this application and shall provide an escrow deposit to the city in an amount to be determined by the city. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by city personnel to the property for purposed of review of my application and to erect a temporary sign indicating the application proposed.

Signature of applicant  Date 5-31-2023

Name of applicant Greg Jablonske Phone 651-437-3700
(Please Print)

Name and address of Contact (if other than applicant) _____

Phone Number

Date

DEVELOPMENT AGREEMENT

FOR THE PLAT OF

SOUTH OAKS OF HASTINGS 4th ADDITION

BY AND BETWEEN

THE CITY OF HASTINGS

AND

GREGORY A. JABLONSKE AND SUSAN M. JABLONSKE

AND

GREG J. HOMES OF HASTINGS, INC.

THIS DEVELOPMENT AGREEMENT is made and entered into on the _____ day of _____, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“CITY”), Gregory A Jablonske and Susan M. Jablonske, husband and wife (“OWNER”), and Greg J. Homes of Hastings, Inc., a Minnesota corporation (“DEVELOPER”).

RECITALS:

WHEREAS, the OWNER is the fee simple OWNER of the DEVELOPMENT PROPERTY; and

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and OWNER has applied for approval of the FINAL PLAT for South Oaks of Hastings 4th Addition (“DEVELOPMENT PROJECT”); and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities, public streets, storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions set forth herein, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. BUILDER. “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

- 1.3. **CITY.** “CITY” means the City of Hastings, a Minnesota municipal corporation.
- 1.4. **CITY ENGINEER.** “CITY ENGINEER” means the City Engineer of the City of Hastings or delegates.
- 1.5. **CITY WARRANTIES.** “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.
- 1.6. **COUNCIL.** “COUNCIL” means the Council of the City of Hastings.
- 1.7. **COUNTY.** “COUNTY” means Dakota County, Minnesota.
- 1.8. **DEVELOPER.** “DEVELOPER” means Greg J. Homes of Hastings, Inc., a Minnesota corporation.
- 1.9. **DEVELOPER DEFAULT.** “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:
- a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;
 - b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
 - c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
 - d) breach of the DEVELOPER WARRANTIES.
- 1.10. **DEVELOPER IMPROVEMENTS.** “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4.
- 1.11. **DEVELOPER WARRANTIES.** “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.
- 1.12. **DEVELOPMENT AGREEMENT.** “DEVELOPMENT AGREEMENT” means this agreement by and among the CITY, OWNER and DEVELOPER.
- 1.13. **DEVELOPMENT PLANS.** “DEVELOPMENT PLANS” means all the plans, drawings, specifications, and surveys dated July 25, 2023 and prepared by J. R. Hill, Inc. as updated and approved by the City Engineer, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.14. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a residential development to be known as South Oaks of Hastings 4th Addition that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.15. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.16. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL, attached hereto as Exhibit B.

1.17. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, fires, explosions, or pandemics causing shortages of labor or materials or other such matters beyond the reasonable control of DEVELOPER.

1.18. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:	City of Hastings Attention: City Administrator 101 4th Street East Hastings, MN 55033
If to OWNER:	Greg and Susan Jablonske

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and

- d) Consulting engineering services.

1.20. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, any regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.21. OWNER. “OWNER” means Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

1.22. OWNER DEFAULT. “OWNER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the OWNER to timely pay the CITY any levied assessments required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- c) breach of the OWNER WARRANTIES.

1.1. OWNER WARRANTIES. “OWNER WARRANTIES” means that the OWNER hereby warrants and represents the following:

- a) **AUTHORITY.** OWNER is the fee simple OWNER of DEVELOPMENT PROPERTY and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER.
- d) **FULL DISCLOSURE.** None of the representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be

furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

e) **FEE TITLE.** OWNER owns fee title to all the land in the FINAL PLAT.

1.23. **PRELIMINARY PLAT.** “PRELIMINARY PLAT” means the preliminary plat approved by the COUNCIL.

1.24. **SITE IMPROVEMENTS.** “SITE IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. **PUBLIC UTILITIES.** “PUBLIC UTILITIES” means and includes sanitary sewer, water main, storm sewer and storm water improvements. PUBLIC UTILITIES are included in the definition of SITE IMPROVEMENTS.

1.26. **SITE IMPROVEMENTS.** “SITE IMPROVEMENTS” means and includes those improvements identified on Exhibit C.

1.27. **UTILITY COMPANIES.** “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas, cable and telecommunications;
- b) Pipeline companies.

ARTICLE 2 **FINAL PLAT APPROVAL**

2.1. **FINAL PLAT APPROVAL.** The COUNCIL approved the FINAL PLAT. All conditions contained in the CITY Council Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT.

2.2. **RECORDING OF FINAL PLAT.** The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3 **SITE IMPROVEMENTS**

3.1. **SITE IMPROVEMENTS.** DEVELOPER shall construct and install, at its own cost, all SITE IMPROVEMENTS identified on Exhibit C in accordance with industry standards for making public improvements.

3.2. DEVELOPMENT CHARGES. The CITY imposes certain development charges for sewer, stormwater, streets and park dedication for all new developments. Such development charges are identified on Exhibit C.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the COUNCIL, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements on Exhibit D, attached hereto.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary outlots and easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER and OWNER shall enter into any stormwater management facilities agreement with the CITY that are deemed reasonably necessary to fulfill the obligations of this Section for the DEVELOPMENT PROPERTY. The grading and drainage plan shall include lot and building elevations, drainage swales, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY surface water management plan. The grading of the DEVELOPMENT PROPERTY shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the FINAL PLAT.

DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements that may be reasonably required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of a Certificate of Occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed.

Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM to 10:00 PM and on Saturday between the hours of 9:00 AM and 9:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturdays by request, but limited to between the hours of 9:00 AM to dusk.

4.4. GRADING OF STREETS. The DEVELOPER must grade, in accordance with the grading plan provided to and approved by the CITY, all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER. The DEVELOPER will be financially responsible for payments for this work, which will be assessed as provided in Section 16.2.

4.5. INTERIM BITUMINOUS STREET. The DEVELOPER will construct a bituminous wedge for the roadways within the FINAL PLAT. 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, however such wear course shall be installed no later than October 1, 2025. 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.

4.6. STREET MAINTENANCE. DEVELOPER is responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT from initiation of construction through final acceptance by the CITY.

4.7. STREET SWEEPING. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER.

4.8. STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs, and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the FINAL PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel. DEVELOPER shall deposit an escrow identified on Exhibit C 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.

4.9. SOD. The DEVELOPER agrees that the BUILDER must pay for and install cultured sod between all adjacent street curbs and between front and rear lot lines throughout each lot in the entire FINAL PLAT. For a lot where the Certificate of Occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by June 15; for a lot where the Certificate of Occupancy is issued between May 1

and July 31, completion of the work described in this paragraph shall be completed by the BUILDER by September 15.

4.10. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.11. LOT CORNER MONUMENTS. The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.12. BOULEVARD TREES. The DEVELOPER or BUILDER shall contact the City Forester for the purposes of staking the location of the boulevard trees to be planted in accordance with the Boulevard Tree Planting Plan approved as part of the FINAL PLAT. The minimum size of tree to be planted in the City's Right-of-Way shall be one and half (1 ½) inch caliper, as measured by the American Association of Nurserymen. Boulevard Trees are a part of the Landscape Escrow requirements as detailed in Exhibit C.

4.13. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER or BUILDER shall clear, as necessary, any soil, earth or debris from the streets and wetlands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or its agents or BUILDER, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment. In the event BUILDER fails to comply with the requirements of this section, the CITY'S default remedies pursuant to Section 14.1 shall apply.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance by the CITY ENGINEER by October 15, or later if approved by the CITY's Public Works Director. Completion of the work described in the paragraph shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPER that repair, or restoration is required. Saturday working hours for the site grading/street and utility construction should start at 9:00 a.m.

4.14. OCCUPANCY AND ACCESS. No building permit for any lot shall be issued until the DEVELOPER has constructed a temporary access consisting of a bituminous surface base

that is acceptable in design by the CITY and the conditions on Exhibit D have been followed. Special consideration may be given for **one** model home building permit if approved by the City's Building Official and Fire Marshal and only after Class V gravel base and utilities have been installed and accepted by the City Engineer.

No temporary certificate of occupancy for any lot within the FINAL PLAT shall be issued until the DEVELOPER has constructed a permanent bituminous roadway and water and sanitary sewer improvements are available for use and all conditions of Exhibit D have been followed. No permanent certificate of occupancy for any lot within the FINAL PLAT shall be issued until all water and sanitary sewer improvements are available for use and the first lift of street pavement has been installed. Furthermore, the DEVELOPER is responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied house or houses, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accordance with CITY approved standards. For a lot for which a certificate of occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph must be completed by June 15; for a lot for which a certificate of occupancy is issued between May 1 and July 31, completion of the work described in this paragraph shall be completed by September 15.

4.16. VEGETATION. The DEVELOPER or BUILDER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER or BUILDER shall require a certified arborist to install tree protection on all trees that are to be saved and to mark such trees with a red band prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements. In the event BUILDER fails to comply with the requirements of this section, the CITY'S default remedies pursuant to Section 14.1 shall apply.

4.17. LANDSCAPING. The responsibility for landscaping requirements is as follows:

- a) The DEVELOPER is responsible for installing all landscaping improvements in accordance with the CITY'S subdivision regulations, CITY ordinances and approved landscape plan.
- b) The DEVELOPER will be financially responsible for the work outlined in Section 4.17(a), which shall be secured by a Letter of Credit described in Exhibit C.

4.18. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency Construction Stormwater General Permit and a grading permit from the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and

shall be subject to approval of the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as are necessary under the DEVELOPMENT PLANS or as it becomes necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of DEVELOPER's grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any areas disturbed by DEVELOPER in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are reasonably required by the CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide the required erosion control, the CITY may, after a forty-eight (48) hour notice, take appropriate action to control erosion. Subject to the foregoing requirement, the CITY may draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY's option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS.

4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY. The DEVELOPER must not transfer or assign its responsibility to perform the requirements of Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control to any lot purchaser within the FINAL PLAT. DEVELOPER shall not transfer or assign its responsibility to perform the requirements of Street Signs to any BUILDER.

4.20. WEED/GRASS MAINTENANCE. DEVELOPER must not allow or permit within the FINAL PLAT, excluding land deeded to the CITY for public purposes, any weeds, grass, brush, or other rank vegetation to a height greater than twelve (12) inches, or permit any accumulation of dead weeds, grass or brush, unless such vegetation has been approved pursuant to a landscape plan that involves native grasses or plantings. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER or assessed against the property that is in violation.

4.21. ESCROW FOR SEAL COATING OR EQUIVALENT PREVENTATIVE MAINTENANCE PRODUCT. DEVELOPER shall deposit a preventative maintenance product escrow identified on Exhibit C. Preventative maintenance of the new public streets and newly resurfaced street sections within the PLAT will be completed by the CITY as part of the annual street maintenance program.

4.22. SPECIFICATIONS - INSPECTIONS. Unless otherwise stated, all of the required improvements for the DEVELOPMENT PROJECT shall conform to engineering standards and specifications as required by the CITY. Such DEVELOPER IMPROVEMENTS shall be subject to inspection and approval and shall be made in sequence as determined by the Public Works Department. 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 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 DEVELOPMENT PLANS. 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 estimated on Exhibit C, but DEVELOPER shall pay the actual amount determined by the CITY ENGINEER. The CITY will also charge an administration fee to cover the costs of the CITY'S administrative and consultant fees connected to the inspection services and related construction oversight efforts. Excess funds will be returned to the DEVELOPER upon completion and acceptance of the DEVELOPMENT PROJECT. If escrowed funds deposited with the CITY are insufficient to cover the inspection costs, the DEVELOPER shall deposit additional funds 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.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1. PARK DEDICATION. The DEVELOPER shall comply with the park dedication requirements as defined in the City Code. Park dedication fees identified in Exhibit C must be paid prior to the release of the FINAL PLAT.

ARTICLE 6 **PERMITS, LICENSES AND OTHER APPROVALS**

6.1. PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E, attached hereto. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any OTHER REGULATORY AGENCIES due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPER.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1. MISCELLANEOUS REQUIREMENTS. Any additional requirements for approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL prior to the date hereof are incorporated herein and identified on Exhibit D.

7.2. **CONVEYANCE OF OUTLOTS.** DEVELOPER shall convey Outlots A, B and C to the adjacent property owners of South Oaks of Hastings 2nd Addition, and submit appropriate documentation to Dakota County to combine the outlots with the parent parcel, as provided on Exhibit D.

ARTICLE 8
PUBLIC UTILITIES

8.1. **PUBLIC UTILITIES.** DEVELOPER shall install sanitary sewer, water main, storm sewer and storm water improvements by August 1, 2024, subject to extension(s) due to weather and seasonal conditions. DEVELOPER may request an extension of this deadline in writing from the City Engineer for other reasons, which extensions 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.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1. **DEVELOPER AND SITE IMPROVEMENT COSTS.** Except as otherwise provided herein, the DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract. Such site improvements are identified on Exhibit C.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY’s designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPER to CITY within thirty (30) days after DEVELOPER receives notices of such deductions.

9.2. **MISCELLANEOUS CHARGES.** The DEVELOPER shall reimburse the CITY for all miscellaneous costs and charges reasonably incurred or to be incurred by the CITY in connection with this DEVELOPMENT AGREEMENT, including administrative and consultant fees.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.4. TIME OF PAYMENT. DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** DEVELOPER is the fee title owner of the DEVELOPMENT PROPERTY in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to DEVELOPER'S knowledge threatened against or affecting DEVELOPER or the FINAL PLAT or the

DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- f) **FULL DISCLOSURE.** None of the representatives and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE.** The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship for a period of one (1) year after its completion and acceptance by the CITY, except for the infiltration basin improvements as described below. The DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting. The warranty period for the infiltration basin improvements on Outlot D shall be for three (3) years after conveyance of Outlot D to the CITY; the warranty for the infiltration basin improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements on Outlot D.
- i) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

ARTICLE 11 **OWNER WARRANTIES**

11.1. STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- b) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under this DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPER to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;

- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by DEVELOPER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER and/or OWNER. The DEVELOPER and/or OWNER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER and/or OWNER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof and the DEVELOPER and/or OWNER fails to cure or remedy the event leading to such claim within the required thirty (30) day period, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER and/or OWNER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY'S expense. If the DEVELOPER and/or OWNER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER and/or OWNER.

13.4. INDEMNIFICATION OF CITY BY OWNER. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, OWNER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to breach by the OWNER of the OWNER WARRANTIES.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER or OWNER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER and OWNER FORMAL NOTICE of the DEFAULT and the DEVELOPER and/or OWNER shall have thirty (30) days to cure the DEFAULT. If the DEVELOPER and/or OWNER, after FORMAL NOTICE to it by the CITY, does not cure the DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect on the irrevocable letter of credit (“LOC”), or cash deposit pursuant to Article 15 hereof;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT;
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses reasonably incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses reasonably incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER or OWNER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time

and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER and OWNER in case of a DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER and/or OWNER a right to cure the DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the right to cure the DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs reasonably incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses reasonably incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall submit certification of real estate taxes paid in full for the DEVELOPMENT PROPERTY. DEVELOPER shall also deposit with the CITY an irrevocable LOC for the amounts required in Exhibit C. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable LOC shall be subject to approval by the CITY. The irrevocable LOC shall be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a) a DEVELOPER DEFAULT; or
- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse, without renewal as required above, prior to one (1) year after acceptance by the CITY.

In such event, the CITY shall use the LOC proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS to be constructed to the extent practicable. If the

CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable LOC may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. The DEVELOPER may request that the LOC or cash deposits required by this DEVELOPMENT AGREEMENT be reduced proportionally at the following intervals:

- a) Substantial completion of the mass site grading activities;
- b) Final completion of the mass site grading activities;
- c) Substantial completion of the sanitary sewer, water main, and storm sewer installation;
- d) Substantial completion of the streets and streetlights;
- e) Final completion of the initial public improvements.

The LOC or cash deposits may be administratively reduced by the CITY ENGINEER by 50% after full installation or completion of the aforementioned items, pending verification of as-builts and completion of punch list items. Upon verification of as-builts that confirm the location and construction of the aforementioned items and completion of punch list items, the DEVELOPER may request the LOC or cash deposits be reduced by 75% of the original amounts. The balance shall be retained by the CITY until the expiration of the 1-year warranty period.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

15.3. DEVELOPER'S CASH FEES AND ESCROW REQUIREMENTS. At the time that the DEVELOPMENT AGREEMENT is approved, DEVELOPER shall pay cash fees and deposit required escrows with the CITY for those items and in the amounts required in Exhibit C.

15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for items identified in the CITY'S Fee Schedule and any requirements of the CITY'S Building Official.

ARTICLE 16
MISCELLANEOUS

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. ADDITIONAL IMPROVEMENTS. Subject to the requirements contained in Section 14.1 hereof, if the DEVELOPER fails to construct the DEVELOPER IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the FINAL PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3. COMPLETION DATES. Except for those improvements that may be deferred as provided herein all DEVELOPER IMPROVEMENTS and PUBLIC IMPROVEMENTS shall be installed no later than October 1, 2025, subject to extension(s) due to weather and seasonal conditions. DEVELOPER may request an extension of this deadline in writing from the City Engineer for other reasons, which extensions 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.

16.4. NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.5. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.6. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder and the OWNER shall provide and execute any and all documents necessary to implement the recording.

16.7. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT, and shall be binding upon the successors and assigns of the DEVELOPER and

OWNER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER and OWNER in the land made the subject of the FINAL PLAT.

16.8. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER's obligations 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.

16.9. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.10. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota, County of Dakota.

16.11. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.12. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.13. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.14. CERTIFICATE OF COMPLETION. Upon request by DEVELOPER, the CITY covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS required herein, payment of all costs and fees required and compliance with all terms of this DEVELOPMENT AGREEMENT.

16.15. ACCESS. The DEVELOPER and OWNER hereby grant to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT.

**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender
Its Mayor

By: _____
Kelly Murtaugh
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Hastings, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Gregory A. Jablonske

Susan M. Jablonske

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

Notary Public

**DEVELOPER:
GREG J. HOMES OF HASTINGS, INC.**

By: Greg Jablonske
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Greg Jablonske, the _____ of Greg J. Homes of Hastings, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of Hastings, County of Dakota, State of Minnesota, legally described as:

Lots 1-10, Block 1, South Oaks of Hastings 4th Addition
Lots 1-12, Block 2, South Oaks of Hastings 4th Addition
Lots 1-13, Block 3, South Oaks of Hastings 4th Addition
Outlots A-D, South Oaks of Hastings 4th Addition

Abstract

EXHIBIT B
FINAL PLAT

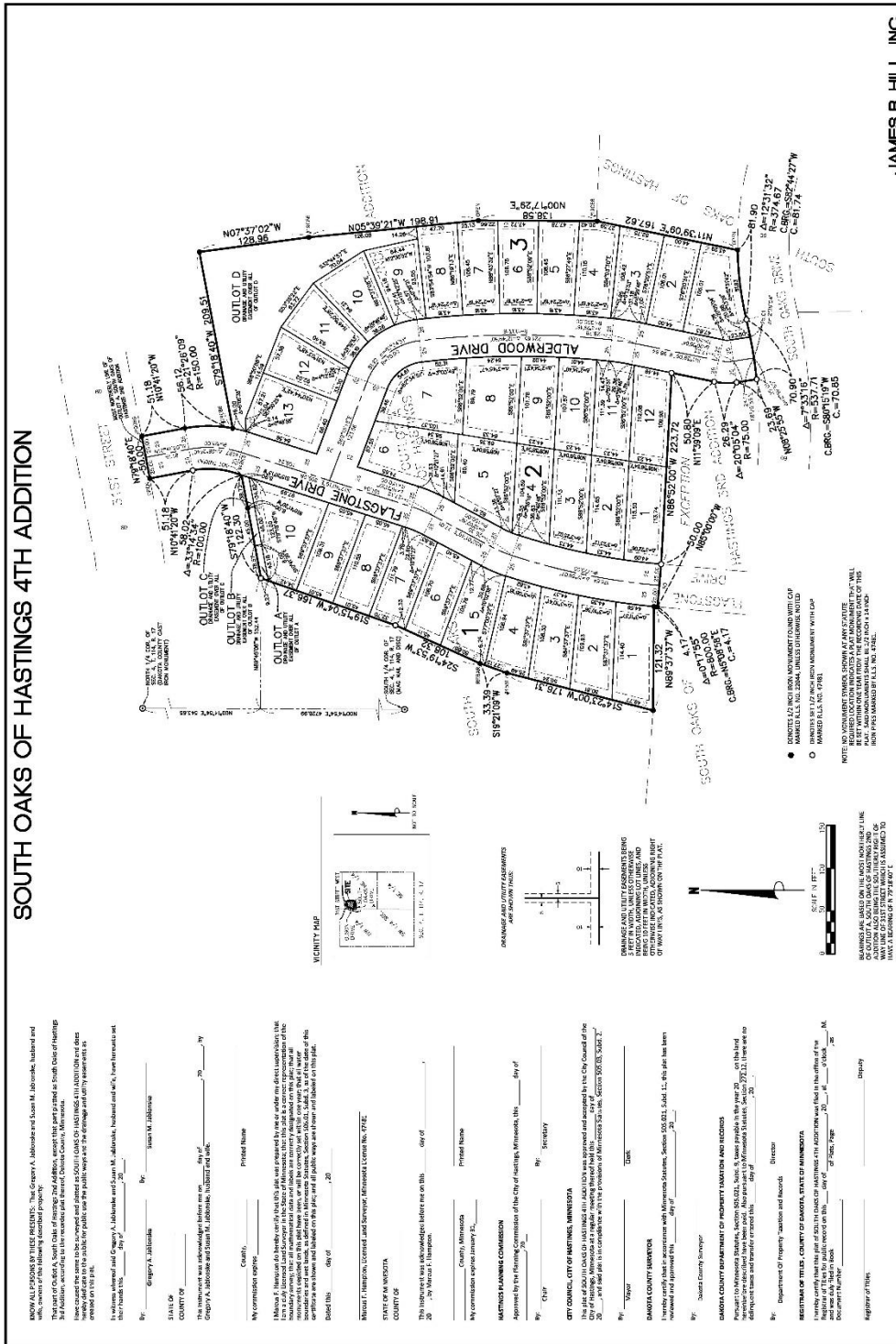


EXHIBIT C
DEVELOPER'S LETTER OF CREDIT AND CASH ESCROWS AND CASH
REQUIREMENTS FOR SITE IMPROVEMENTS

LETTERS OF CREDIT

	Est. Construction Cost
Sanitary Sewer	\$140,806.60
Watermain	\$213,653.25
Storm Sewer	\$120,098.39
Streets/Trails/Sidewalks	\$196,044.50
Grading	\$ 56,610.50
Subtotal:	\$727,213.24
X 125%	
TOTAL SITE IMPROVEMENT LOC:	\$909,016.55

CASH ESCROWS

Seal Coat or Preventative Maintenance Product Escrow	\$6,000
Street & Traffic Control Signage Escrow	\$2,000
Estimated Construction Inspection & Administration Escrow for Grading and Public Infrastructure*	\$50,000

*Final amount to be determined by the CITY Engineer

	Total
Landscaping Cost	\$7,200
X 125%	
Total Landscaping Escrow:	\$9,000

CASH REQUIREMENTS

	Unit Cost	Qty	Total
Park Dedication Fees	\$2,200/unit	35 units	\$77,000.00
Sewer Interceptor Fees	\$485/unit	35 units	\$16,975.00
Total Cash Fees			\$93,975.00

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**
- a) Letter of Credit. DEVELOPER must provide the LOC for the amounts required in this DEVELOPMENT AGREEMENT.
 - b) All Cash and Escrow Deposits. DEVELOPER must pay all cash and escrow deposits required in this DEVELOPMENT AGREEMENT.
 - c) Planning Fees. DEVELOPER must fully pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
 - d) Park Dedication Fee. DEVELOPER must pay park dedication fees as required in Exhibit C.
 - e) Sewer Interceptor Fees. DEVELOPER must pay sewer interceptor fees as required in Exhibit C.
 - f) Outlot D. DEVELOPER has executed a warranty deed to the CITY for Outlot D for Stormwater Maintenance Facility.
 - g) Outlots A, B and C. DEVELOPER has executed quit claim deeds of Outlots A, B and C to the immediately adjacent property owners of South Oaks of Hasting 2nd Addition.
 - h) Vacation of all existing permanent easements.
- 2) **BUILDING PERMITS.** Except for any model home permits allowed pursuant to Section 4.14, no building permits may be obtained until:
- a) All the conditions in Paragraph 1 of this Exhibit D have been met;
 - b) All storm water ponds and associated drainage features including storm sewer and drainage swales have been installed;
 - c) The concrete curb and gutter and base course of bituminous for the streets serving the lot must be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use;
 - d) The utilities have been installed;

- e) Record Drawings have been received and approved by the CITY;
- f) The following documents have been recorded:
- Final Plat
 - Development Agreement
 - Deed for Outlot D to the CITY
 - Deeds for Outlots A, B and C to the adjacent property owners of South Oaks of Hastings 2nd Addition
- 3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
- a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.
- b) All storm water ponds and associated drainage features including storm sewer and drainage swales have been completed and accepted by the City Engineer.
- 4) **SUBDIVISION EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit C shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER removes any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Construction Stormwater Permit from the MPCA.
3. Any contractor licenses from the CITY or the State of Minnesota.
4. Building Permits from the CITY.
5. Electrical Permits from the CITY.
6. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
7. Access permits and construction permits as required by Dakota County.
8. Sanitary Sewer Extension Permit by MPCA.

*(Reserved for Recording
Data)*

STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this _____ day of _____, 2023, by and between the City of Hastings, a Minnesota municipal corporation (“City”), Gregory A. Jablonske and Susan M. Jablonske (“Owner”), and Greg J. Homes of Hastings, Inc., a Minnesota Corporation (“Developer”).

WHEREAS, Owner is the fee owner of certain real property situated in the City of Hastings, County of Dakota, State of Minnesota legally described in the Plat of South Oaks of Hastings 4th Addition as follows:

Lots 1-10, Block 1, South Oaks of Hastings 4th Addition
Lots 1-12, Block 2, South Oaks of Hastings 4th Addition
Lots 1-13, Block 3, South Oaks of Hastings 4th Addition
Outlots A-D, South Oaks of Hastings 4TH Addition

(the “Property”); and

WHEREAS, Developer has obtained the approval from the Owner and from the City for the development of Stormwater Management Facilities within the Property; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, drains, catch basins, etc.) which are located on the Property but outside the public road right-of-way; and

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on the Stormwater Facilities Location Map on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City, Owner and Developer desire to set forth their understanding with

respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction of Stormwater Management Facilities and Warranty Period Maintenance. The Developer agrees to construct the Stormwater Management Facilities according to the construction plans drawn by J. R. Hill, Inc. dated July 25, 2023 (“Plans”), and repair and maintain the Stormwater Management Facilities at its sole cost and expense during the warranty period set forth in Section 10.1(h) of the Development Agreement for the South Oaks of Hastings 4th Addition by and Between the City of Hastings, Gregory A. Jablonske and Susan M. Jablonske and Greg J. Homes of Hastings, Inc. Maintenance of the Stormwater Management Facilities shall include but is not limited to compliance with the Stormwater BMPs Operations and Maintenance Plan (“Operations Plan”) on Exhibit B, attached hereto and incorporated herein. During the Warranty Period, Developer shall submit an annual inspection report that complies with the Inspection Plan by September 30th of each year. If the required annual inspection report is not submitted to the City by September 30th, the City shall have the right to conduct the annual inspection and assess the costs pursuant to this Agreement. If it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Developer agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. Failure to comply with the restoration ordered by the City shall be an event of default.

2. Conveyance of Stormwater Management Facilities. Following the expiration of the warranty period, and upon approval by the City Engineer, the City shall accept the Stormwater Management Facilities and thereafter, City shall be responsible for maintenance, repair and improvement of the Stormwater Management Facilities.

3. Maintenance of Drains. There are stormwater drains located in drainage and utility easements in Block 1 and Block 2. It is the responsibility of the Developer and subsequent property owners adjacent to such stormwater drains to maintain the drains and keep them clear of obstructions and debris to ensure that the Stormwater Maintenance Facilities are operating properly. Failure to do so shall result in an event of default pursuant to Section 4, subject to assessments as provided in Section 6. The properties that are responsible for such stormwater drains are legally described as follows:

Lots 6, 7, and 10, Block 1, South Oaks of Hastings 4th Addition and
Lots 5-8, Block 2, South Oaks of Hastings, 4th Addition

4. Developer’s and/or Owner’s Default. In the event of default by the Developer during the warranty period and/or Owner at any time, then following at least thirty (30) days prior written notice and Developer’s and/or Owner’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer and/or Owner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City.

5. License. This Agreement is a license for the Developer to act when so authorized under this Agreement during the warranty period, and it shall not be necessary for the Developer to seek permission from the City or Owner to enter the Property to fulfill its obligations pursuant to this Agreement. The Developer has conveyed Outlot D, South Oaks of Hastings 4th Addition to the City for purposes of using it as a public Stormwater Maintenance Facility, which is described and depicted in more detail on Exhibit B.

6. Assessment. When the City does any work to maintain, repair or improve the Stormwater Maintenance Facility (such activities shall be referred to as the “Improvements”), the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost (“Assessment Amount”) against the benefited properties identified on Exhibit C (“Benefited Property”), attached hereto and incorporated herein, that are specially benefited by the Improvements.

- a. Assessment Appeal Waiver: Owner and its successors hereby authorize the City to certify a special assessment against a portion or all of the Benefited Property up to the Assessment Amount for Improvements. The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Benefited Property up to the Assessment Amount. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the Assessment Amount against the Benefited Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Amount against the Benefited Property exceeds the benefit to the Benefited Property for the Improvements. The Owner acknowledges and agrees that the benefit of the Improvements to the Benefited Property does in fact equal or exceed the Assessment Amount. The City and Owner acknowledge and agree that the Owner’s waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Amount by operation of Minn. Stat. § 462.3531. The City and Owner acknowledge and agree that the Owner may appeal any special assessment above the Assessment Amount.
- b. Developer’s and Owner’s Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the assessment, or for other relief from the payment of the City’s assessment up to the Assessment Amount against the Benefited Property for the Improvements completed by the City.
- c. Owner’s Covenant that Owner is the fee owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property including the Benefited Property and has good right to enter into this Agreement with the City.
- d. Owner’s Agreement to Assessment Amount: Owner understands and agrees that the value of the Improvements will increase the market value of the Benefited Property in an amount that equals or exceeds the Assessment Amount.
- e. When Payment is Due: Owner agrees to pay the Assessment Amount, plus accrued interest during the Assessment Term.
- f. Assessment Amount: The City agrees that it will certify/levy the Assessment Amount

only against the benefited Property and only up to the Assessment Amount for the Improvements pursuant to this Agreement.

- g. Prepayment of Assessment: The City agrees the Owner may prepay some or all of the City's Assessment Amount against the Benefited Property for the Improvements with no penalty pursuant to Minn. Stat. § 429.061.

7. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's and Owner's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors in interest and assigns.

8. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer's organizational agreement or any judgment or order. The execution, delivery and performance by Developer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

9. Owner Warranty. Owner warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Owner enforceable in accordance with its terms. The Owner has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Owner pursuant hereto. The execution, delivery and performance by Owner of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Owner, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Owner is a party or by which it or any of its properties may be bound.

10. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would

otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, Dakota County District Court.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13. Consent. Owner consents to the recording of this Agreement against the Property.

14. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

15. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person or by email, if receipt is acknowledged; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to City: City of Hastings
Attention: City Administrator
101 4th Street East
Hastings, MN 55033

If to Owner: Greg and Susan Jablonske

If to Developer: Greg J. Homes of Hastings, Inc.
Attention: Gregory A. Jablonske
3475 Vermillion Street, Suite 101
Hastings, MN 55033

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given (which may include email, if receipt is acknowledged), on the third day after mailing if mailed by United States postal service

X-C-02 (a-d)
as provided above, or within twenty-four (24) hours if sent via overnight courier service provided,
that a notice not given as above shall, if it is in writing, be deemed given if and when actually
received by a party.

[The remainder of this page was intentionally left blank.]

OWNER:

Gregory A. Jablonske

Susan M. Jablonske

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Gregory A. Jablonske and Susan M. Jablonske, husband and wife.

Notary Public

DEVELOPER:
GREG J. HOMES OF HASTINGS, INC.

By: _____
Greg Jablonske
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

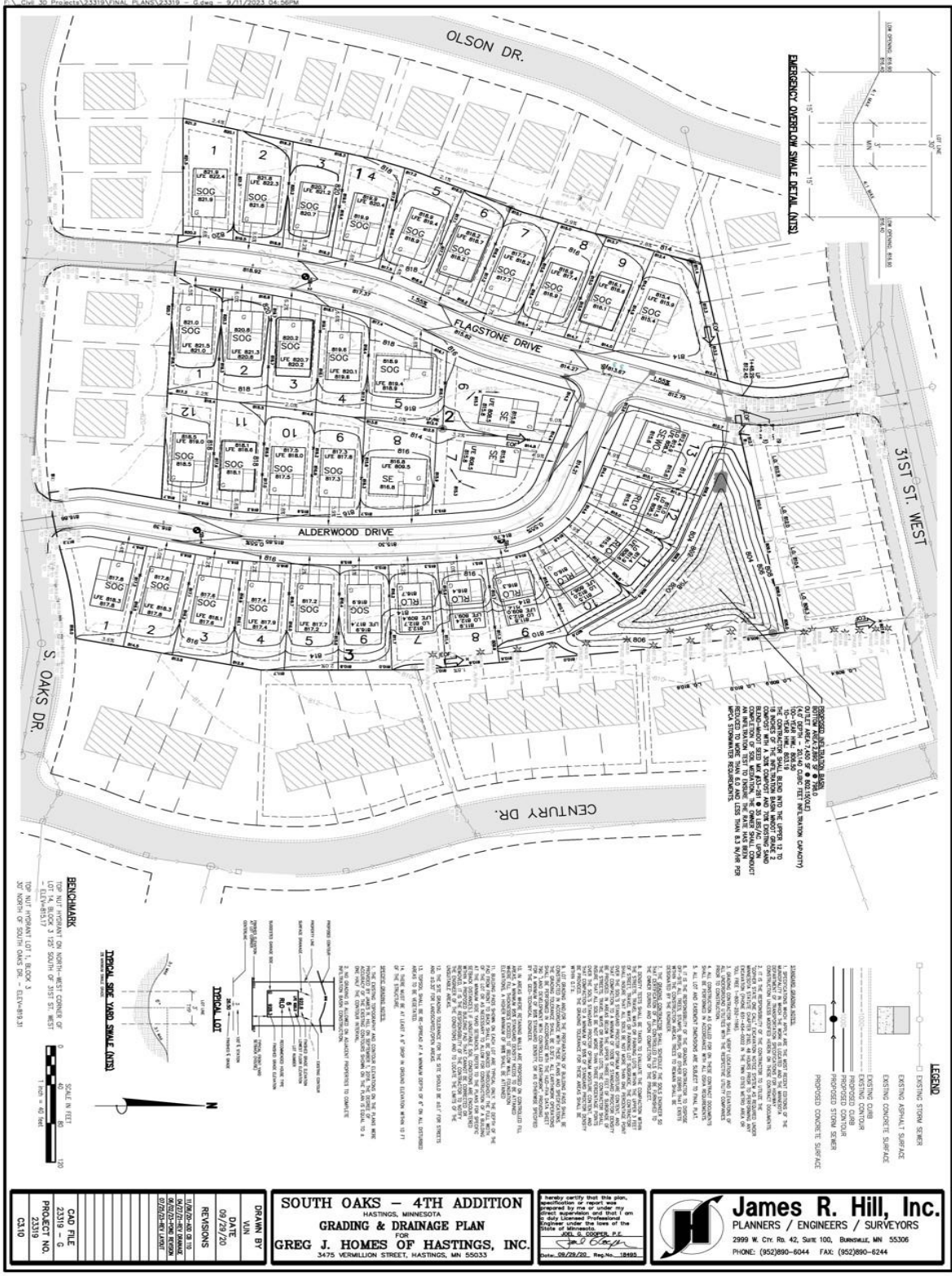
The foregoing instrument was acknowledged before me on _____ day of _____, 2023, by Greg Jablonske, the _____ of Greg J. Homes of Hastings, Inc., a Minnesota corporation, on behalf of said corporation.

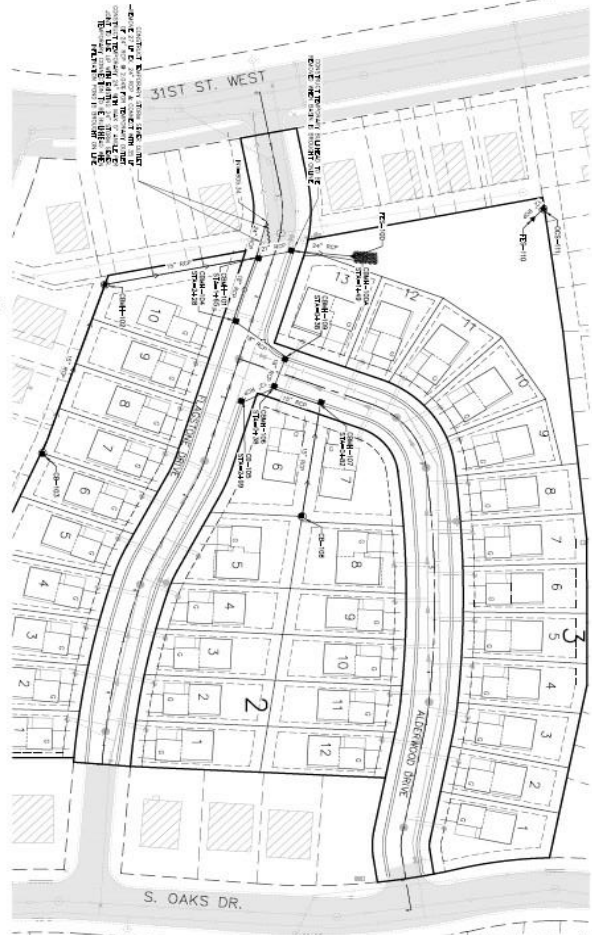
Notary

THIS INSTRUMENT DRAFTED BY:

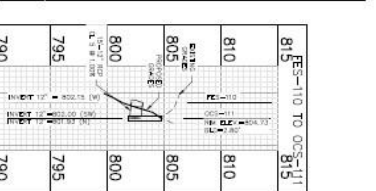
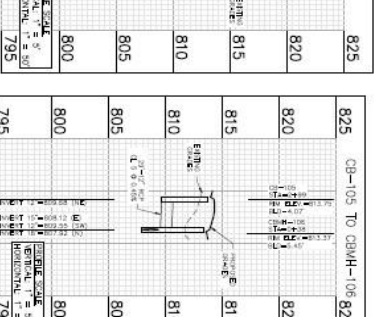
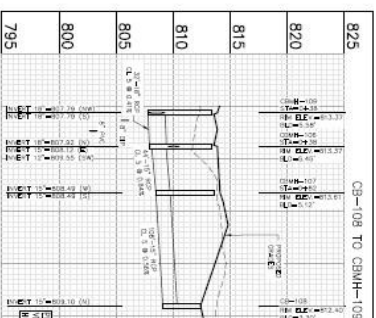
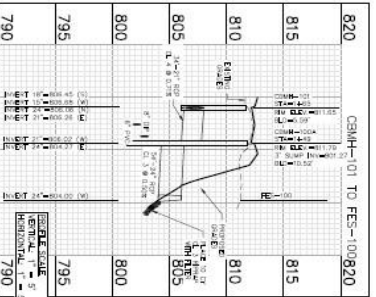
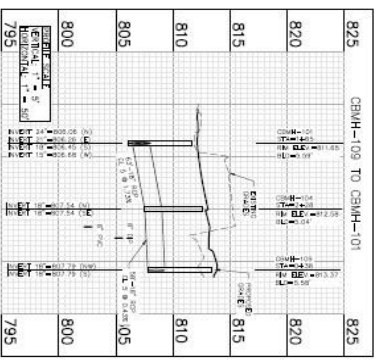
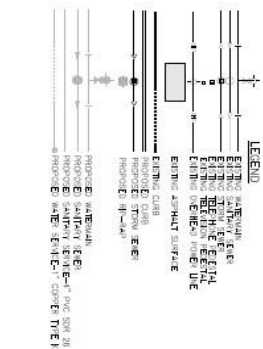
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

EXHIBIT A
STORMWATER FACILITIES LOCATION MAP





NOTE:
 1) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS AND UTILITIES.
 2) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS AND UTILITIES.
 3) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS AND UTILITIES.
 4) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS AND UTILITIES.
 5) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MINNEAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS AND UTILITIES.



PROJECT NO.	23319 - ST
DATE	09/29/20
REVISIONS	
DATE	
BY	
CHECKED BY	
DATE	
PROJECT NO.	23319
DATE	05/10

SOUTH OAKS - 4TH ADDITION
 STORM SEWER CONSTRUCTION
GREG J. HOMES OF HASTINGS, INC.
 3475 HEMLOCK STREET, HASTINGS, MN 55033
 TEL: 651-451-1111 FAX: 651-451-1112

James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. City, Box 42, Site 100, Burnsville, MN 55306
 Home (952)890-0044 Fax (952)890-0244

EXHIBIT B
STORMWATER BMPs OPERATIONS AND MAINTENANCE PLAN

EXHIBIT C
BENEFITED PROPERTIES

Real property in the City of Hastings, County of Dakota, State of Minnesota, legally described as follows:

Lots 1-10, Block 1, South Oaks of Hastings 4th Addition
Lots 1-12, Block 2, South Oaks of Hastings 4th Addition
Lots 1-13, Block 3, South Oaks of Hastings 4th Addition

Abstract Property