



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: March 15, 2021
Item: Authorize Signature: Site Grading Agreement - Villas at Pleasant

Council Action Requested:

Authorize signature of the attached Site Grading Agreement for Villas at Pleasant. Future development includes construction of 32 villa homes by Simek Property Group. The 10.38 acre property is located at the northwest corner of Northridge Drive and Pleasant Drive. A simple majority is necessary for action.

Background Information:

Approval allows for commencement of grading activities prior to Final Plat approval at the developer's risk upon posting of certain escrow and letter of credit funds. Execution of the agreement does not obligate action on the future Final Plat application.

Development would now occur in a single phase instead of two phases as originally approved in 2020. Development remains consistent with the approved Preliminary Plat. The Planning Commission will review the revised Villas at Pleasant Final Plat on March 22nd. City Council review is anticipated on April 5th.

Financial Impact:

The addition of 32 home sites will add to the tax base and create needed housing opportunities.

Advisory Commission Discussion:

N/A

Attachments:

- Site Grading Agreement

**SITE GRADING AGREEMENT FOR
VILLAS AT PLEASANT, DAKOTA COUNTY, MINNESOTA**

THIS SITE GRADING AGREEMENT (“Agreement”) is made this ____ day of _____, 2021, by and between the City of Hastings, a Minnesota municipal corporation (“City”) and Villas at Pleasant, LLC, a Minnesota limited liability company (“Developer”) (collectively the “Parties”).

RECITALS

WHEREAS, on September 21, 2020, Developer received Preliminary Plat approval in Resolution 09-10-20 for a residential development project for 32 single-family lots identified as Villas at Pleasant (“Preliminary Plat”) on property legally described on Exhibit A, attached hereto and incorporated herein (“Property”); and

WHEREAS, on September 21, 2020, Developer received Final Plat approval in Resolution 09-11-20 for the first phase of the Preliminary Plat which included the development of 16 lots (“First Phase Final Plat”); and

WHEREAS, following Preliminary Plat and the First Phase Final Plat approval but prior to recording the First Phase Final Plat, Developer determined to submit a revised Final Plat for the Villas at Pleasant that involved development in one phase; and

WHEREAS, Developer has submitted an application for a revised Final Plat for development of all 32 lots in one phase (“New Final Plat”) that will be considered by the Planning Commission and the City Council at upcoming meetings, which, if approved, as a condition of approval will rescind, terminate and revoke the prior Resolution 09-11-20 for the First Phase Final Plat, as well as all conditions of approval related to it; and

WHEREAS, a draft of such New Final Plat is attached hereto and incorporated herein as Exhibit B (“New Final Plat”); and

WHEREAS, Developer has asked the City for permission to begin mass site grading at the Property prior to New Final Plat approval; and

WHEREAS, the City is willing to grant permits for mass site grading on the Property, subject to the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. **CONDITIONAL MASS SITE GRADING APPROVAL.** The City hereby permits the mass site grading on the Property subject to the terms and conditions in this Agreement for the New Final Plat Property. Nothing herein shall be deemed as permission to undertake utility, street construction or other such activities on the Property. The Developer acknowledges that at this time, there remain many submission, review and approval requirements that must be successfully completed, including but not limited to the satisfaction of all conditions of Preliminary Plat approval before the City will be in a position to consider and potentially approve the Developer’s application for New Final Plat. There is a risk that the City will not approve the New Final Plat, either in its current proposed form or in its entirety, and in that event, the Developer will have expended considerable funds to complete the grading and other work allowed under this Agreement without the ability to proceed with development of the Property, either in its current proposed layout or in its entirety. These circumstances may potentially require the Developer to re-grade portions or all of the Property to satisfy conditions of New Final Plat approval or any other development project on the Property. Nothing in this Agreement, or the fact that the City is willing to enter into this Agreement, shall be construed or deemed to imply or obligate the City to approve the Developer’s application for New Final Plat approval, and the Developer acknowledges that it is not acting in reliance upon any assurances or promises that the City will approve the New Final Plat in whole or in part.
2. **PRECONSTRUCTION MEETING AND RIGHT TO PROCEED.** The Developer may not grade or otherwise disturb the earth or remove trees or any structures or in any other way proceed with mass site grading until all the following conditions have been satisfied: (1) this Agreement has been fully executed by both Parties and filed with the City Clerk; (2) the securities required in Sections 6 and 19 have been received by the City; and (3) the City’s Public Works Director has issued and delivered to the Developer a letter confirming that all conditions have been satisfied, a preconstruction meeting has been held, and that the Developer may proceed. The preconstruction meeting required prior to initiation of the grading activity shall include the City Engineer, City Inspector, or their designees, as well as the Developer’s engineer and general contractor, and any subcontractors the City determines are necessary for the meeting. The preconstruction meeting shall be held onsite no less than one week prior to utility and street construction. The Developer’s representatives must be prepared at the preconstruction meeting with a construction schedule, scope of work and required submittals and permits for construction.
3. **DEVELOPMENT LIMITATIONS.** Approval to initiate mass site grading is only valid for the work covered by this Agreement and within the construction limits identified in the Site Grading, Drainage, and Erosion Control Plans dated February 24, 2021, attached hereto as Exhibit C (the “Grading Plans”). The City may refuse to approve New Final Plat of the current phase, or of subsequent phases, if the Developer has breached any of its obligations under this Agreement and the breach has not been remedied to the reasonable

satisfaction of the City. Absolutely no further infrastructure construction, including installation of utilities or streets, shall take place unless and until New Final Plat approval is granted by the City and all conditions of Preliminary Plat and New Final Plat approval satisfied, including but not limited to the execution, delivery and recording of the Development Agreement and Stormwater BMP Maintenance Agreement, recording of the Utility Abandonment Agreement, submission of all required sureties, final approval of all infrastructure construction plans by the Public Works Department.

4. **GRADING AND EROSION CONTROL PLANS.** The Property shall be developed and graded in accordance with the approved Grading Plans, and at the Developer's sole risk and expense. If the plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer licensed by the State of Minnesota depicting the locations of all ponds, swales, and ditches. The "record" plan shall contain site grades and field verified elevations of the following: (1) cross sections of ponds; (2) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations, and dimensions of borrow areas/stockpiles; (3) lot corner elevations and house pads; and (4) top and bottom of retaining walls. A complete list of the record grading plan requirements can be obtained on the City Website under Resources of the Engineering Department. The Developer acknowledges that the City will not issue any building permits unless and until New Final Plat approval is granted and all conditions of preliminary and New Final Plat approval are deemed satisfied and approved in writing by the City, and all necessary infrastructure has been completed and in a state of City acceptance to support the home. The conditions upon which the Developer may construct model homes on the Property shall be addressed in a development agreement which shall be a condition of New Final Plat approval.

5. **IMPROVEMENTS.** The grading shall be undertaken and the storm water improvements shall be installed in accordance with the City's Subdivision Ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent professional engineer licensed by the State of Minnesota to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. Specifically, the Developer shall ensure its geotechnical engineers will be onsite to: (1) confirm soil stability assumptions at the bottom of all road subcuts; (2) confirm bottom of basin assumptions for infiltration; (3) confirm and test liner specifications; and (4) test for compaction and suitable material to be used for fill areas. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between

the Developer and the Developer's contractor. The Developer or his engineer shall schedule a preconstruction meeting, as described in more detail above to review the program for the construction work

No grading work may commence until all site sediment and erosion control measures are in place per the SWPPP documented in the Plans. The City must be contacted for an inspection 48 hours in advance and must provide written acknowledgement that the site is compliant before any construction activity occurs. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. The Developer shall not do any work or furnish any materials not covered by the Grading Plans and specifications and special conditions of this Agreement unless the design deviation for such work is first prepared by the Developer's engineer and approved in writing by the City Engineer.

6. **CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION ESCROW.** The Developer shall submit an escrow for mass grading administration and construction observation in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) which shall be in addition to the other financial security provided under this Agreement described in Section 19 below. The City shall draw down the escrow for the administration and construction observation costs. When the balance is reduced to \$2,000, the Developer shall replenish the escrow to its full amount. Mass grading administration will include staff or consultant time for monitoring of construction progress and construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for testing, project monitoring, and processing of requests for reduction in security. Construction observation may be performed by the City staff or a consulting engineer. Construction observation will be provided at the discretion of the City.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer-required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the work. City shall inspect all Developer-installed improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and Developer is thereby created.

7. **MAINTENANCE OF STORM WATER FACILITIES.** The Parties contemplate the Developer will submit all additional information necessary for consideration of its pending application for New Final Plat approval. One of the conditions for New Final Plat approval will be to require the Developer to enter into a Development Agreement and a Stormwater BMP Maintenance Agreement that will provide for perpetual inspection, operation and maintenance by the Developer or a homeowner's association of all storm water BMP's and

facilities constructed on the Property. Notwithstanding those requirements, the Developer shall be obligated to provide for the inspection, operation and maintenance of all storm water BMP's and facilities constructed on the Property, whether permanent or temporary in nature, until such time as the permanent obligations for inspection, operation and maintenance of storm water BMP's and facilities constructed on the Property are memorialized in the Development Agreement and a Stormwater BMP Maintenance Agreement.

The Developer shall maintain a log sheet documenting all required inspections and maintenance by qualified individuals that shall include at a minimum the date and time the periodic inspection or maintenance is performed, the person completing the maintenance, a description of the inspection or maintenance performed, and any observations reasonably suggesting the storm water facilities may have failed or may require modification or additional maintenance to adequately perform the purposes for which they were installed (the "Inspection and Maintenance Log"). The Inspection and Maintenance Log shall be made available for periodic inspection at all reasonable times by the City. In the event Developer fails to maintain the storm water BMP's and facilities in good working order as required by this Agreement, or if the Developer fails to maintain the Inspection and Maintenance Log documenting that required inspection and maintenance are being performed as required, the City, with at least ten (10) day written notice in the event of a non-emergency, or reasonable notice in the event of emergency, may enter the Property and take whatever reasonable maintenance and repair action it reasonably determines is necessary to return the storm water BMP's and facilities to good working order. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for the labor, use of equipment, supplies, materials, or the like, (the "Maintenance Charges") the Developer shall reimburse the City within thirty (30) days of issuance of an invoice thereof to the Developer for all the reasonable costs incurred by the City hereunder. If not paid within the prescribed time period, the City may pay those costs by drawing on the security as provided in Section 19 of this Agreement.

8. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits to complete the work covered by this Agreement, including but not limited to a NPDES Construction Storm Water Permit from the MPCA which must be obtained, and written documentation presented to the City Engineer before commencement of any grading.
9. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with plat development and including but not limited to maintenance or repairs of storm water BMP's and facilities required under this Agreement if the Developer fails to undertake those maintenance and repairs in a timely manner.
10. **CONSTRUCTION ACCESS.** Construction traffic access and egress for the work covered under this Agreement is restricted to access the subdivision via Northridge Drive and Pleasant Drive at the location of a planned intersection or intersections as shown in the

Grading Plan and identified by a rock construction entrance(s) on the SWPPP. No construction traffic is permitted on other adjacent local streets.

11. **CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the Developer to supervise and coordinate all construction activities and must notify the City in writing stating when the work is ready for the inspection.
12. **EROSION CONTROL.** Prior to initiating site grading, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications, the City's Engineering Design and Construction Standards Manual, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The Parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder.
13. **WETLAND MITIGATION.** No wetlands have been identified on the Property.
14. **RESPONSIBILITY FOR COSTS.**
 - A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the New Final Plat for recording.
 - B. The Developer shall hold the City and its public officials, officers, employees, contractors and agents harmless from claims made by itself and third Parties for damages sustained or costs incurred resulting from the development. The Developer shall indemnify the City and its public officials, officers, employees, contractors and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
 - C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.
 - D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the Hastings adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

15. **INSURANCE.** Before Developer begins any mass site grading, Developer shall provide City with proof of liability insurance having policy limits of at least two million dollars (\$2,000,000). The City shall be named as an additional insured on all liability insurance policies used to satisfy the requirements of this paragraph.

16. **MISCELLANEOUS.**
 - A. The Developer may not assign this Agreement without the written permission of the City Council, such consent to be granted or withheld in the sole discretion of the City. The Developer’s obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any part of it.

 - B. Any retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

 - C. Third Parties shall have no recourse against the City under this Agreement.

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

 - E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the Parties and approved by written resolution of the City Council. The City’s failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

 - F. This Agreement shall run with the land and may be recorded against the Property.

17. **EVENTS OF DEFAULT.** The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:
 - A. Subject to unavoidable delays, failure by Developer to commence and complete construction of the work pursuant to the terms, conditions and limitations of this Agreement.

 - B. Failure by Developers to substantially observe or perform any material covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

18. **REMEDIES ON DEFAULT.** Whenever any Event of Default occurs, the City, subject to any rights of third Parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following:
- A. The City may suspend its performance under the Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure their default and continue their performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.
 - B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from Developer, or immediately draw on the escrow or Letter of Credit, as set forth in this Agreement.
19. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement and construction of all work included, the Developer shall furnish the City, in addition to the amounts escrowed hereunder for City Engineering Administration and Construction Observation costs, with an irrevocable letter of credit issued from a bank with a branch in Dakota County, Minnesota, cash escrow or a combination cash escrow and letter of credit (“security”) for \$481,250. The amount of the security was calculated based on 125% of the estimated grading and erosion control costs of \$385,000 provided by the Developer. The bank and form of the letter of credit shall be subject to the approval of the Finance Director. The City may draw down the security, without notice, for any violation of the terms of this Agreement or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default.
20. **REDUCTION OF SECURITY.** Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed to the satisfaction of the City including all corrective work for any identified punch list items, all record grading plans and been submitted and approved by the City Engineer, and financial obligations to the City have been satisfied, with City Engineer approval the security may be released upon completion. No partial release will be considered.
21. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed as follows:

If to Developer:

Villas at Pleasant, LLC
Attn: Stuart Simek
90 Dale Street S.
St. Paul, MN 55102.

If to City:

Hastings City Hall
Attn: City Administrator

101 E. Fourth Street
Hastings, MN 55033.

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**CITY:
CITY OF HASTINGS**

By: _____
Mary Fasbender, Mayor

By: _____
Erica Henderson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Erica Henderson, 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 seal affixed to said instrument was signed and sealed 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

**DEVELOPER:
VILLAS AT PLEASANT, LLC**

By: _____
Stuart Simek, President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Stuart Simek to me personally known, who being by me duly sworn, did say that he is the President of Villas at Pleasant, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said President acknowledged said instrument to be the free act and deed of the entity.

Notary Public

**THIS INSTRUMENT DRAFTED BY
AND RETURN TO:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
633 Concord Street, Suite 400
South St. Paul, MN 55075

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

The North 957.39 feet, as measured along the West line and the most Northerly East line of the following tract: That part of the East Half of Section 32, Township 115 North, Range 17 West, described as follows: Commencing at a point 35 rods West of the Southeast Corner of the West Half of the East Half of said Section 32, running thence North 109 rods and 21 links; thence West 6 rods; thence North 73 rods; thence West 29 rods; thence South 182 rods and 21 links; thence East 35 rods to the place of beginning; EXCEPT that property lying East of the West line of Pleasant Drive as now located. AND also except that part which lies northerly of the south line of Highland Hills Fourth Addition, Dakota County, Minnesota.

PARCEL 2:

That part of the West Half of the Southeast Quarter of Section 32, Township 115, Range 17, Dakota County, Minnesota described as follows: Commencing at the Southwest corner of the said West Half of the Southeast Quarter; thence North 00 degrees 19 minutes 54 seconds West (assumed bearing) along the West line thereof a distance of 2059.47 feet to the Northwest corner of Old Bridge First Addition, as on file and of record in the Office of the County Recorder, and the point of beginning of the land to be described; thence continuing North 00 degrees 19 minutes 54 seconds West along the West line a distance of 576.07 feet, more or less, to the northwest corner of said West Half of the Southeast Quarter; thence South 89 degrees 04 minutes 26 seconds East along the North line thereof a distance of 162.09 feet; more or less, to a line parallel with and 1155.00 feet West, as measured along a line parallel with the South line of the West Half of the Southeast Quarter, from the east line of said West Half of the Southeast Quarter; thence South 00 degrees 02 minutes 23 seconds West along said line parallel with the East line of the West Half of the Southeast Quarter a distance of 575.88, more or less, to the North line of said Old Bridge first Addition; thence North 89 degrees 07 minutes 07 seconds West along said North line a distance of 158.35 feet, more or less, to the point of beginning.

EXHIBIT B

PLAT

VILLAS AT PLEASANT



COUNTY OF HENNING, MINNESOTA, COUNTY OF HENNING, STATE OF MINNESOTA, and the County of Hennepin, Minnesota, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

By: _____
Teresa L. Tarkenton, District Court Clerk

DEPARTMENT OF REVENUE, TAXATION AND RECORDS, COUNTY OF HENNING, STATE OF MINNESOTA, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

By: _____
Amy A. Gohm, Director, Department of Property Taxation and Records

COUNTY OF HENNING, MINNESOTA, COUNTY OF HENNING, STATE OF MINNESOTA, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

By: _____
Amy A. Gohm, County Recorder

Dated this _____ day of _____, 20____, I, _____, County Recorder of Hennepin County, Minnesota, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

Dated this _____ day of _____, 20____, I, _____, County Recorder of Hennepin County, Minnesota, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

Dated this _____ day of _____, 20____, I, _____, County Recorder of Hennepin County, Minnesota, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

Dated this _____ day of _____, 20____, I, _____, County Recorder of Hennepin County, Minnesota, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

Dated this _____ day of _____, 20____, I, _____, County Recorder of Hennepin County, Minnesota, do hereby certify that this plat has been reviewed and approved on this day of _____, 20____.

KNOW ALL THOSE TO WHOM THESE PRESENTS COME, THAT Villages at Pleasant, LLC, a Minnesota limited liability company, has caused this plat to be prepared by me, a duly licensed and qualified land surveyor in the State of Minnesota, for the purpose of recording the same in the public records of Hennepin County, Minnesota, and for the purpose of establishing the boundaries of the lots shown on this plat. I have surveyed the same and find the same to be correct and true to the original plat on which the same are based, and I have caused the same to be recorded in the public records of Hennepin County, Minnesota, and I have caused the same to be published in this newspaper for the purpose of giving notice to all persons who may be interested in the same. This plat is a true and correct copy of the original plat on which the same are based, and I have caused the same to be recorded in the public records of Hennepin County, Minnesota, and I have caused the same to be published in this newspaper for the purpose of giving notice to all persons who may be interested in the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, as a duly licensed and qualified land surveyor in the State of Minnesota, at Minneapolis, Minnesota, this _____ day of _____, 20____.

By: _____
David S. Smith, PLS, L.S.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, as a duly licensed and qualified land surveyor in the State of Minnesota, at Minneapolis, Minnesota, this _____ day of _____, 20____.

By: _____
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By: _____
David S. Smith, PLS, L.S.

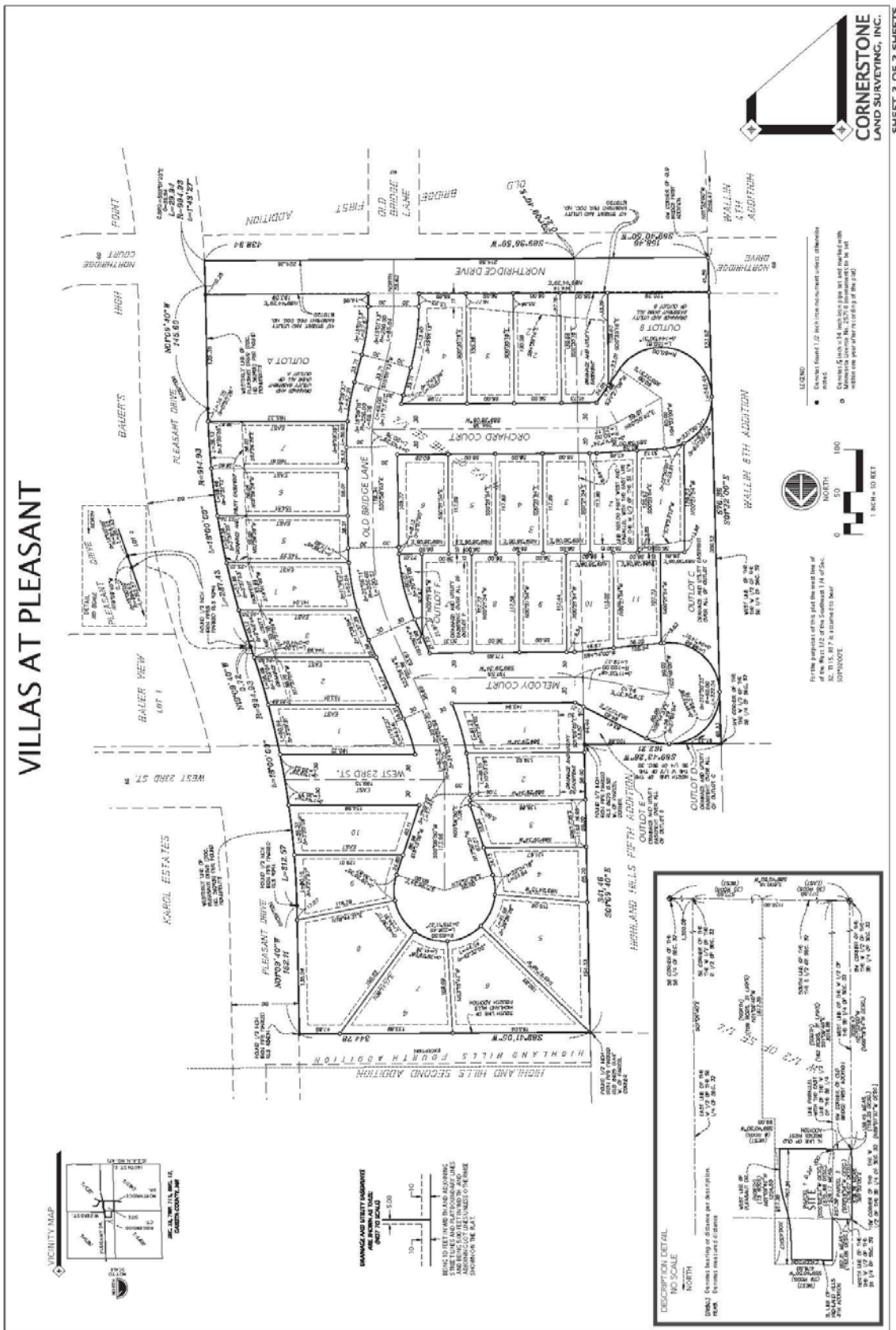
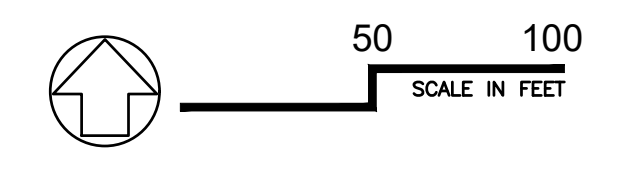
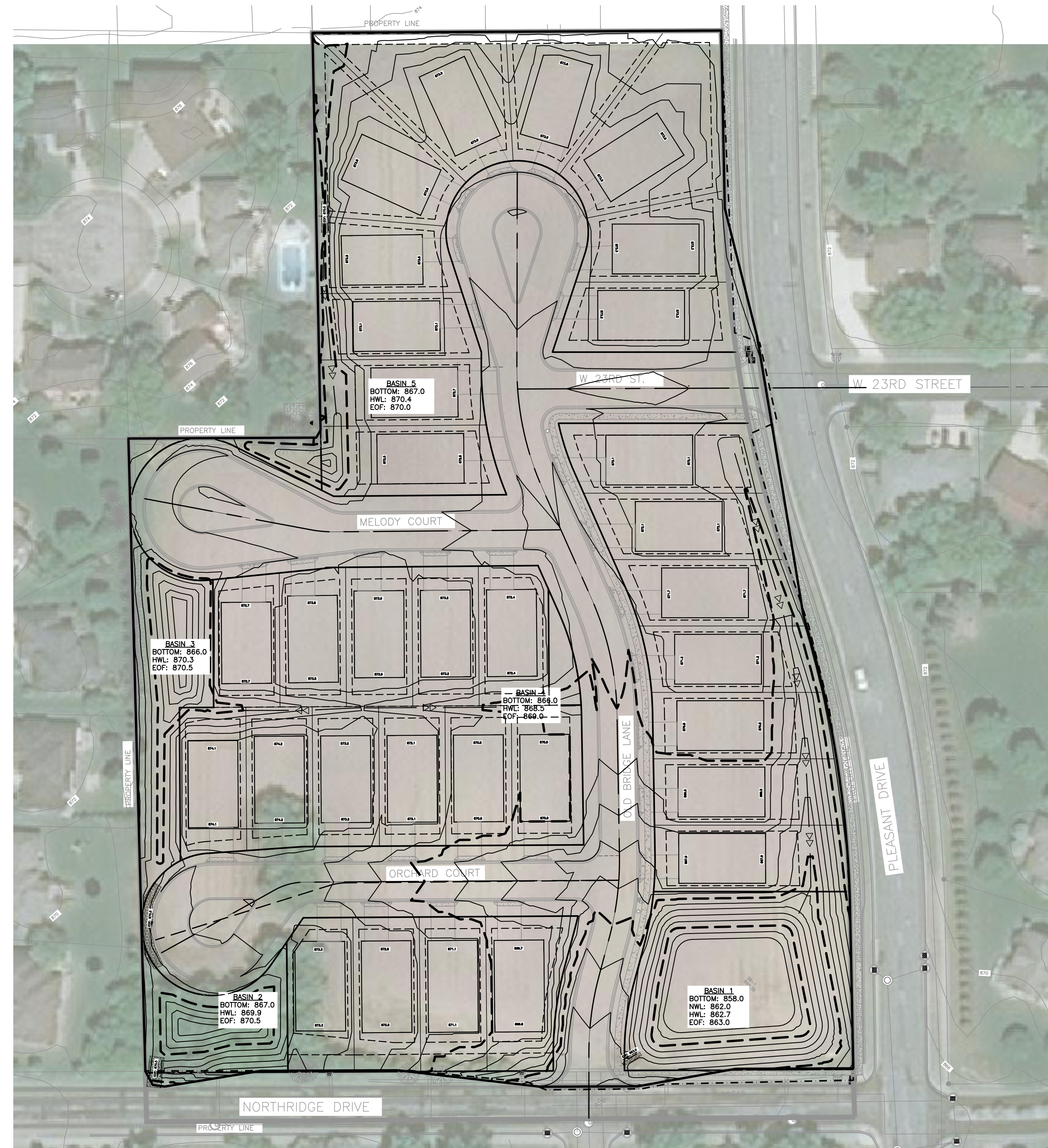


EXHIBIT C
GRADING PLAN

See attached Grading Plan



GRADING LEGEND:

- FLOW ARROW
- SPOT ELEVATION
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- DRAINAGE AND UTILITY EASEMENT
- COMMON SWALE (SEE DETAIL 300)
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- CONSTRUCTION LIMITS
- TURF REINFORCEMENT MAT (SEE DETAIL 400-21)

GENERAL GRADING AND DRAINAGE NOTES:

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
4. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
5. REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
6. MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
7. SEE CIVIL SITE PLAN FOR SITE LAYOUT.
8. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
9. SPOT ELEVATIONS SHOWN ADJACENT TO CURB REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT LABELED ME REFERS TO MATCH EXISTING GRADE, EOF REFERS TO EMERGENCY OVERFLOW ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL.
10. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
11. NO GRADED SLOPES SHALL EXCEED 4:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
12. UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
13. LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
14. THERE MUST BE AT LEAST A 6" DROP IN GROUND ELEVATION WITHIN 10' OF A BUILDING STRUCTURE.
15. ALL BUILDING PADS ARE SLAB ON GRADE. HOLD DOWN PER BUILDER.



Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.
THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.

CUT / FILL	
CUT	14,119 CY
FILL	15,533 CY
NET CUT - FILL	1,414 CY OF FILL
CUT / FILL QUANTITIES ARE FROM EXISTING GRADE TO FINISHED GRADE	

**GRADING PLAN
OVERVIEW**

C3.0

**VILLAS AT PLEASANT
SIMEK PROPERTY GROUP**

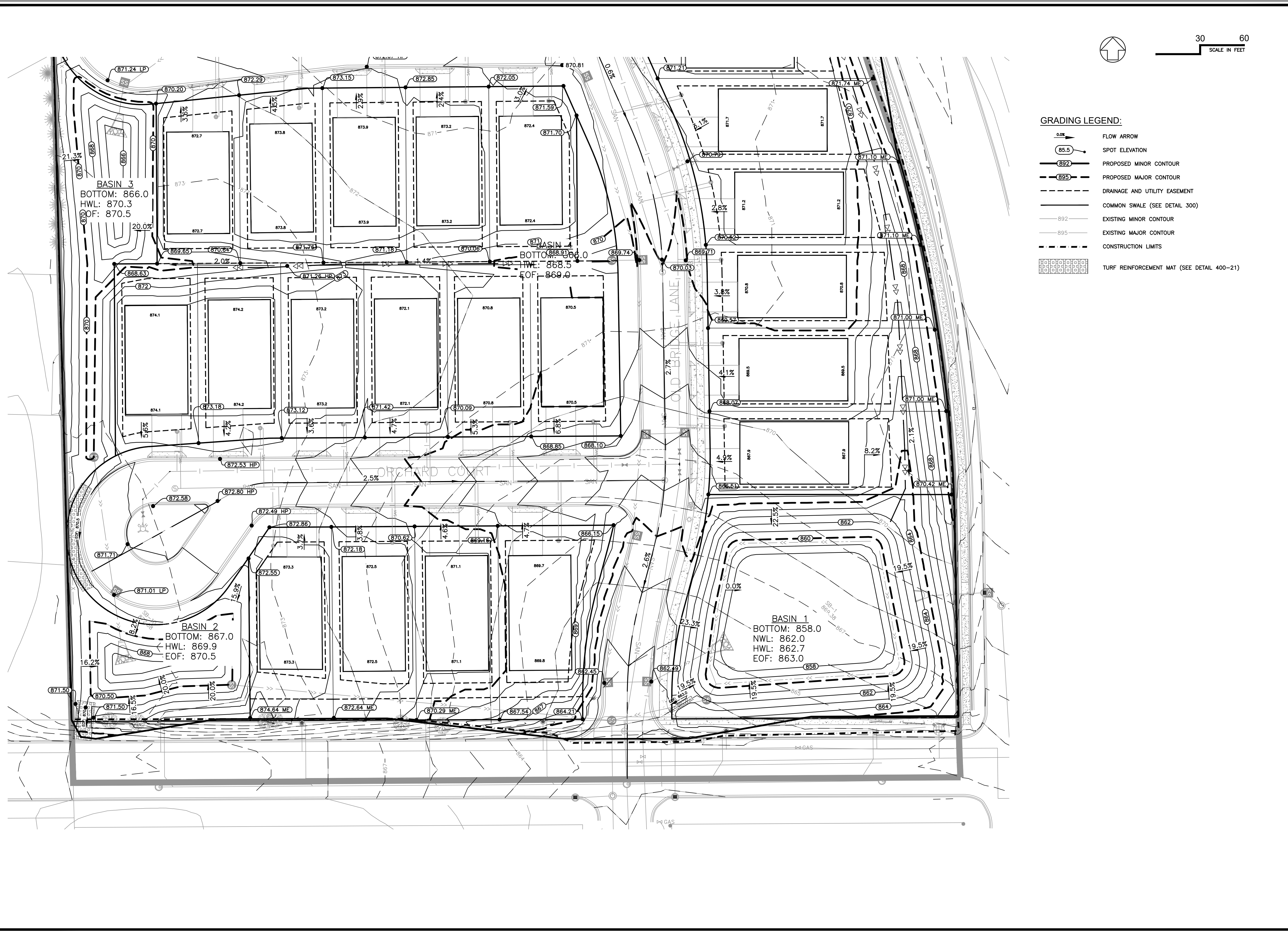
24 FEBRUARY 2021

REV	DESCRIPTION	BY

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: ELI RUPNOW
SIGNATURE:





- GRADING LEGEND:**
- FLOW ARROW
 - SPOT ELEVATION
 - PROPOSED MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - DRAINAGE AND UTILITY EASEMENT
 - COMMON SWALE (SEE DETAIL 300)
 - EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - CONSTRUCTION LIMITS
 - TURF REINFORCEMENT MAT (SEE DETAIL 400-21)

GRADING PLAN ORCHARD COURT AND OLD BRIDGE LANE C3.1

VILLAS AT PLEASANT
SIMEK PROPERTY GROUP

24 FEBRUARY 2021

REV	DESCRIPTION	BY

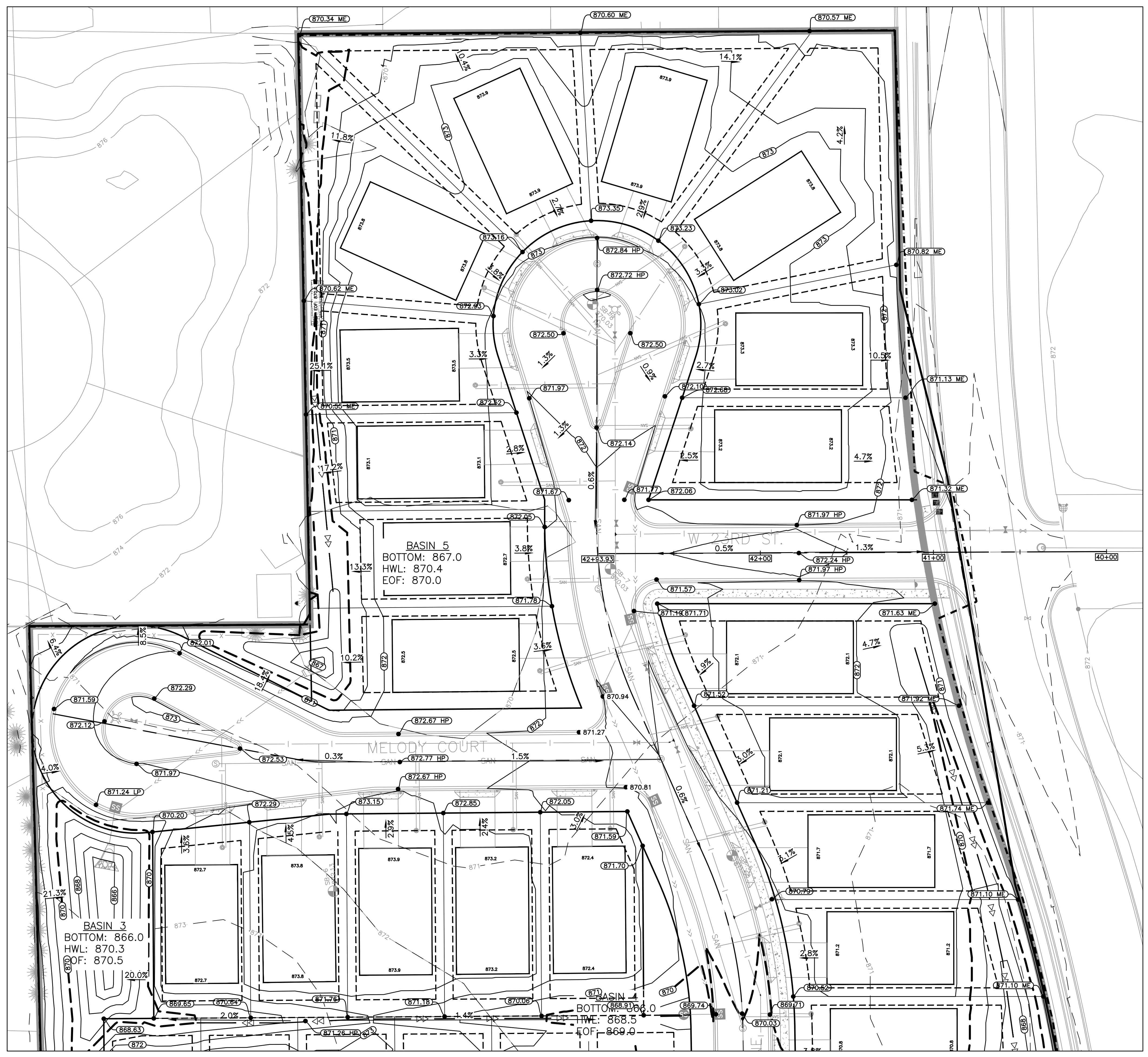
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NAME: ELI RUPNOW

SIGNATURE: *ELI RUPNOW*

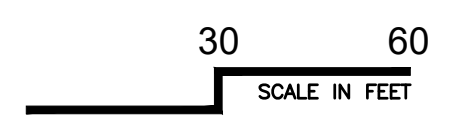
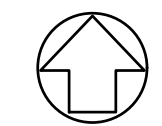
DATE: 2021.02.24 UC No: 46681





GRADING LEGEND:

- FLOW ARROW
- SPOT ELEVATION
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- DRAINAGE AND UTILITY EASEMENT
- COMMON SWALE (SEE DETAIL 300)
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- CONSTRUCTION LIMITS
- TURF REINFORCEMENT MAT (SEE DETAIL 400-21)



GRADING PLAN
MELODY COURT, W 23RD STREET, AND OLD BRIDGE LANE
C3.2

VILLAS AT PLEASANT
SIMEK PROPERTY GROUP

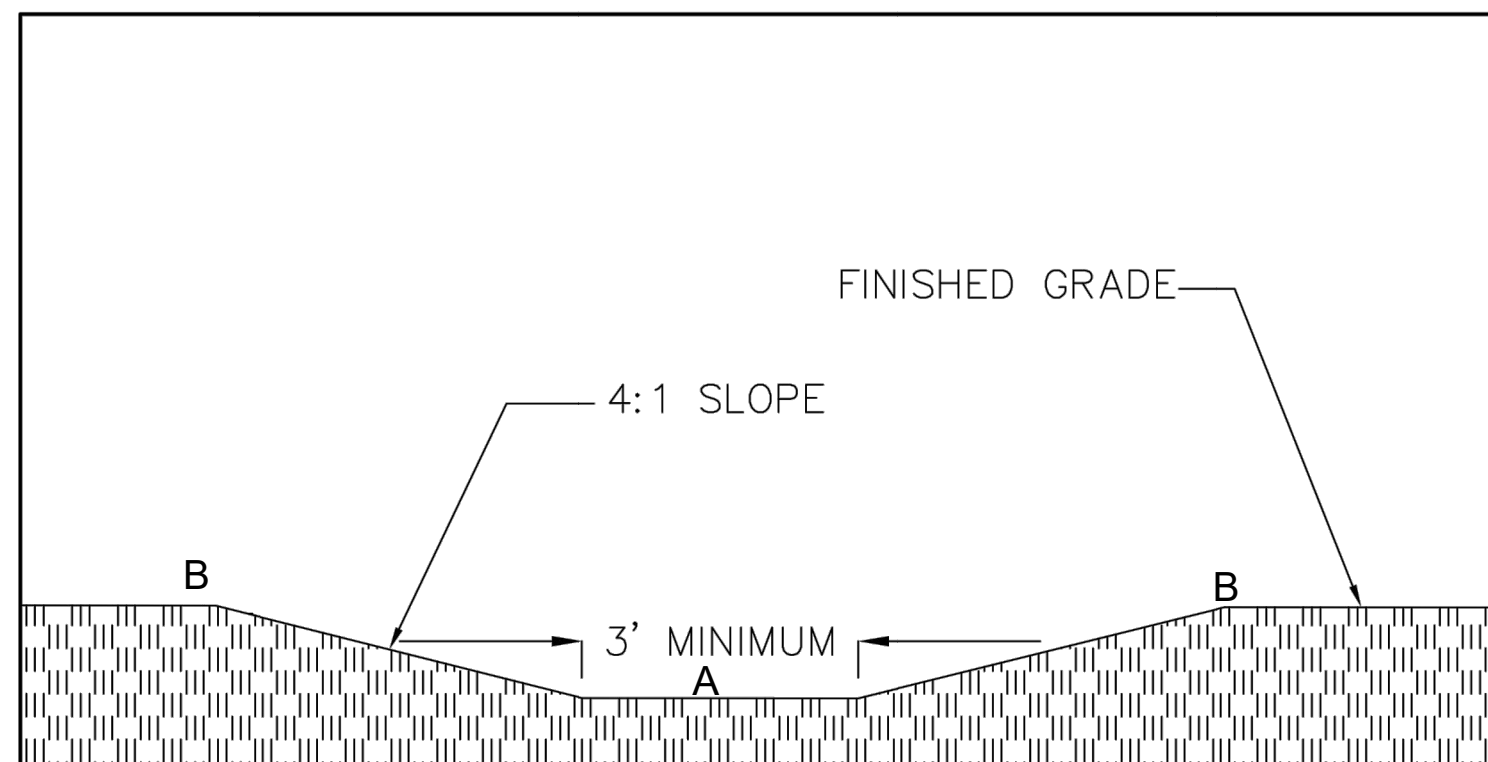
24 FEBRUARY 2021

REV	DESCRIPTION	BY

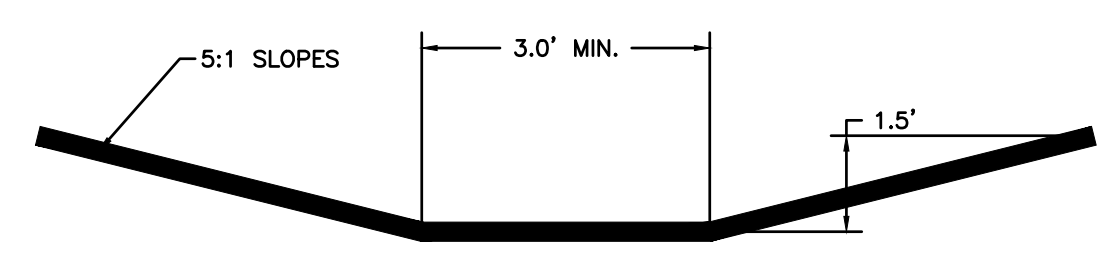
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 SIGNATURE:
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EMERGENCY OVERFLOW TABLE				
BASIN #	EOF ELEVATION "A"	BERM ELEVATION "B"	BOTTOM OF SWALE WIDTH	GEOTEXTILE EROSION CONTROL LINING
1	863.0	864.0	3	TURF REINFORCEMENT MAT
2	870.5	871.5	3	TURF REINFORCEMENT MAT
3	870.5	871.5	3	TURF REINFORCEMENT MAT
5	870.0	870.6	3	TURF REINFORCEMENT MAT



DETAIL 300: COMMON SWALE

1. MINIMUM GRADE OF 2.0%

- A. EMERGENCY OVERFLOWS, WHICH DRAIN OVER VEGETATED AREAS, SHALL BE LINED WITH GEOTEXTILE EROSION CONTROL MATTING SUCH AS: ENKAMAT, TENSAR, LAN LOCK, OR APPROVED EQUAL.
- B. AFTER THE OVERFLOW AREA IS FINE GRADED IT SHALL BE SODDED TO MATCH THE SPECIFIED OVERFLOW ELEVATION AND IS TO BE PROTECTED TO WITH A TEMPORARY FENCE, WHICH SHALL DELINEATE THE EASEMENT LIMITS AND PROTECT THE FINISHED OVERFLOW SWALE FROM DISTURBANCE BY ADJACENT HOME CONSTRUCTION AND LOT GRADING.
- C. EMERGENCY OVERFLOWS WILL HAVE A MINIMUM 3' FLAT BOTTOM WITH 4:1 SLOPES (PLEASE REFER TO YOUR DRAINAGE CALCULATIONS TO FLOW PATH WIDTHS IN EXCESS OF 3'). PLEASE CHECK THAT ALL NECESSARY FLOW PATHS ARE INCLUDED WITHIN EASEMENTS OF SUFFICIENT SIZE AND WIDTHS.
- D. ABUTTING STRUCTURE "LOWEST" OPENINGS SHALL BE AT LEAST 24" ABOVE THE 100-YEAR OVERFLOW PROFILE (HWL) OF THE EMERGENCY SWALE.
- E. THERE SHALL BE AT LEAST A 15' SEPARATION FROM THE OVERFLOW SWALE DRAINAGE EASEMENT TO ANY LIVABLE STRUCTURE.

 City of Hastings Standard Plates	EMERGENCY OVERFLOW SWALE
	PLATE NO. 400-21

DATE MARCH 2006

**GRADING PLAN
DETAILS
C3.3**


**VILLAS AT PLEASANT
SIMEK PROPERTY GROUP**

24 FEBRUARY 2021

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