

This Instrument Drafted By:  
Hoff Barry, P.A. (SBL)  
100 Prairie Center Drive, Suite 200  
Eden Prairie, MN 55344

**PLANNED UNIT DEVELOPMENT AGREEMENT**

**THIS PLANNED UNIT DEVELOPMENT AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_, 2022 (hereinafter referred to as the “**Effective Date**”), by and between \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as “**Developer**”), and the CITY OF MAPLE GROVE, a Minnesota municipal corporation (hereinafter referred to as “**City**” Developer and City sometimes individually referred to as “**Party**” and collectively “**Parties**”).

**RECITALS:**

**WHEREAS**, Developer is the fee owner and intends to develop a parcel or parcels of land lying within the City and legally described on attached Exhibit 1 (hereinafter referred to as the “**Property**”); and

**WHEREAS**, On December 20, 2021, the City Council passed Resolution No. 21-184 conditionally approving PUD – Concept Stage Plan for a 220-unit rental townhome community on the Property; and

**WHEREAS**, on February 22, 2022, the City Council passed Resolution No. 22-043 conditionally approving the Planned Unit Development (hereinafter referred to as “**PUD**”) – Development Stage Plan, preliminary plat, and final plat for the Property, which approvals consist of: (i) the PUD – Development Stage Plan plans for the Property dated December 27, 2021 (hereinafter referred to as the “**Plans**”), which Plans Title Sheet (Sheet AG-1) is attached as Exhibit B to Resolution No. 22-043; (ii) the Plans include the preliminary plat of the Property (hereinafter referred to as the “**Preliminary Plat**”), which Preliminary Plat is Sheet C1-2 of the Plans; and (iii) and the final plat of Summerwell Addition, drafted by Loucks (hereinafter referred to as the “**Final Plat**”); and

**WHEREAS**, the proposed development of the Property has a residential component and is subject to the PUD division of the City Code pursuant to City Code §36-62(a). City Code §36-65 requires all applications subject to the PUD division of the City Code with a residential component to be assessed and reviewed simultaneously against the Project Point System (hereinafter referred to as the “**PPS**”). City Code §36-65(d) requires that subject developments achieve a minimum score of 75 percent of the total points possible under the PPS; and

**WHEREAS**, under Resolution No. 21-019, the proposed development of the Property was assessed against the PPS and received a score of 75.04 percent. The PPS score is based upon the Plans. The Plans include, among other things, the Project Points System Application/Self Scoring

Worksheet (hereinafter referred to as the “**Architectural Elements**”) which Architectural Elements are attached hereto as Exhibit 2 and are incorporated herein; and

**WHEREAS**, this Agreement is entered into for the purpose of setting forth and memorializing the understandings and agreements of the parties concerning the use of the Property as a PUD and in accordance with the Resolution, previous approvals, and matters which are required by the City, and City Code, so that subsequent owners of the Property may know the limitations and obligations of the parties concerning the Property.

**NOW, THEREFORE**, it is hereby and herein mutually agreed, in consideration of promises and considerations of City and Developer herein set forth, as follows:

1. **INCORPORATION**. The above Recitals, the Resolution No. 21-184, Resolution No. 22-043 (hereinafter Resolution No. 21-184 and Resolution No. 22-043 are collectively referred to as the “**City Resolutions**”), the Plans, the Preliminary Plat, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein.
2. **ZONING**. The zoning of the Property is PUD, Planned Unit Development. The zoning of the Property shall be governed by the City Resolutions, this Agreement, the Plans, the Final and all applicable provisions of City Code.
3. **DEVELOPMENT; MAINTENANCE**. Development of, construction on and maintenance of the Property shall be done in accordance with and shall comply, at all times, with the Plans, the City Resolutions, this Agreement and all applicable sections of the City Code and other governmental rules and regulations. Notwithstanding, the Plans and the Architectural Features and all plans for construction of primary residences on individual lots of the Property are subject to the review and approval of the City for compliance with the Plans and Architectural Features at the time application is made for a building permit. Such applicants must make all changes to said construction plans as required by the City for compliance with the Plans and Architectural Features. If an applicant does not make the required changes, the City shall not issue the building permit requested by such applicant.
4. **PLANNED UNIT DEVELOPMENT REQUIREMENTS**. The Developer shall comply with all of the requirements set forth in City Resolutions, including, but not limited to, Section 3, of Resolution No. 22-043 to the satisfaction of the City and prior to the issuance of any permits for the development of the Property.
5. **IRRIGATION**. An irrigation reduced pressure zone (hereinafter referred to as “**RPZ**”) is required for any irrigation systems and must be installed by the Developer and/or eventual lot owner and tested in accordance with the Minnesota Department of Health Guidelines for Designing Backflow Prevention Assembly Installations (hereinafter referred to as “**Guidelines**”). The initial test results and certification shall be submitted to the City of Maple Grove Public Works

Department. Subsequently, the RPZ must be tested, per the Guidelines, at least annually by a certified tester with the results reported to the City of Maple Grove Building Department and the RPZ must be rebuilt as needed in accordance with the Guidelines. Test/rebuilt reports shall be mailed or faxed to the City of Maple Grove Building Department at (763) 494-6424. The irrigation system shall be designed, and the Plans shall be modified accordingly, prior to the issuance of any permits for the development of the Property, to accommodate a 1-inch water meter and a maximum flow of 50 gallons per minute.

- 6. **DEVELOPER TO PAY ALL COSTS.** Developer shall pay, within thirty (30) days of demand, all reasonable expenses that the City incurs in direct relation to the development of the Property and this Agreement. Said expenses shall include, but are not limited to, staff, engineering, legal and other consulting fees reasonably incurred in relation to this Agreement.
  
- 7. **VIOLATION OF AGREEMENT.** In the event the Developer, or their respective successors or assigns, violates any of their respective covenants or agreements herein contained, and such violation is not corrected, or commenced to be corrected by the Developer, (which correction shall be diligently and promptly pursued and completed), within thirty (30) days after written notice specifying such violation, and unless a different cure period applies pursuant to another section of this Agreement, the City is hereby granted the right and privilege to declare a default in any or all of the terms of this Agreement and pursue any remedies at law or equity against the defaulting Party.
  
- 8. **CERTIFICATE OF OCCUPANCY.** No Certificate of Occupancy shall be issued for any building constructed on any lot within the Property until the Developer has complied with all of the terms of this Agreement and the Resolution with respect the Property. If Developer is in default under this Agreement, City may, among other remedies set forth in this Agreement, withhold future Certificate of Occupancies issued for the Property.
  
- 9. **NOTIFICATION INFORMATION.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a “Notice”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested); provided, that notices may be sent by e-mail where expressly permitted by this Agreement. Notices must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to City:  
City of Maple Grove  
Attn: City Clerk

12800 Arbor Lakes Parkway  
Maple Grove, MN 55369  
Email: adietl@maplegrovern.gov

With copy to:

Hoff Barry, P.A.  
Attn: Scott B. Landsman  
100 Prairie Center Drive, Ste. 200  
Eden Prairie, MN 55344  
Email: slandsman@hoffbarry.com

If to Developer:

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**10. PROOF OF TITLE/CITY ATTORNEY REQUIREMENTS**

The Developer shall provide a platting title commitment as required by Minn. Stat. §505.03. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine the entities must execute the Final Plat and other documents to be recorded against the Property. Further, Developer shall provide the City with evidence, which sufficiency shall be reasonably determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

**11. CLUSTER BOX UNIT REQUIREMENTS.** The Developer shall install cluster box units as required by the United States Postal Service (hereinafter the cluster box units and the area near and adjacent to allow its reasonable use referred to as the “CBU”). The Plans shall be modified prior to release of the Final Plat, subject to the review and approval of the City Engineer, to comply with the requirements of the United States Postal Service for the CBU.

**12. MISCELLANEOUS.**

- a. Attorney’s Fees. If any action is brought to enforce the terms of this Agreement and the City prevails, Developer will pay the City’s costs and reasonable attorneys’ fees to be fixed by the Court.
- b. Agreement Effect. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their respective successors and assigns and the benefits and burdens shall run with the

Property. Developer shall record this Agreement against the title to the Property along with the recording of the Final Plat. Developer warrants and guarantees that this Agreement shall have priority on the property records over any other lien or encumbrance required by the City Attorney. Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

- c. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
- d. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- e. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- f. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.
- g. Modification. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- h. Warrant of Authority. Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- i. Compliance with City Code §36-64(b)(5). Pursuant to City Code §36-64(b)(5), the Developer shall make application for and receive (on the condition that the Developer complies with the requirements of the City Resolutions, this Agreement and City Code) a building permit and construction activities on the Property shall commence, pursuant to the Plans, this Agreement, the City Resolutions and City Code on or before February 22, 2024. In such event of failure of the Applicant to meet the above time frame, the Plans, the City Resolutions, this Agreement, and the approvals there under for the development of the Property shall become null and void with no further action required by either Developer or City.
- j. Data Practices Compliance. Developer may have access to data collected

or maintained by the City to the extent necessary to perform Developer's obligations under this Agreement. Developer agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Developer will immediately notify the City. The City shall provide written direction to Developer regarding the request within a reasonable time, not to exceed ten (10) days. The City agrees to indemnify, hold harmless and defend Developer for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Developer's compliance with the City's direction. Subject to the aforementioned, Developer agrees to defend, indemnify, and hold harmless the City from any claim, liability, damage or loss asserted against the City as a result of Developer's failure to comply with the requirements of the Act and the direction of the City. Upon termination and/or completion of the development of the Property, Developer agrees to return all data to the City, as requested by the City.

- k. Non-Waiver. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any 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.
  
- l. Cumulative Rights. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

***The remainder of this page intentionally left blank; signature pages follow***

**IN WITNESS WHEREOF**, the Parties herein have executed this Agreement as of the Effective Date.

**CITY OF MAPLE GROVE,**  
A Minnesota municipal corporation

BY: \_\_\_\_\_  
Mayor

AND: \_\_\_\_\_  
City Clerk

STATE OF MINNESOTA    )  
COUNTY OF HENNEPIN   )ss.  
CITY OF MAPLE GROVE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Mark Steffenson and Amy Dietl to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Clerk of the CITY OF MAPLE GROVE, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Mark Steffenson and Amy Dietl acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) SS.

COUNTY OF HENNEPIN     )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, on behalf of said \_\_\_\_\_.

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



**EXHIBIT 1**

[insert legal description]

SUMMERWELL ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

**EXHIBIT 2**

**Project Points System Application / Self Scoring Worksheet  
Summerwell of Maple Grove**

Points Possible: 389.0  
 Points Received: 291.9  
 Percent: 75.04%

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:**	Staff Comments
1. Community Scale	A. Land Use					
1.	Unit Affordability		0.5/ 31.5			Units are affordable to households making 110% of the RMI so 0.5 points are awarded.
2.	Placement of uses to integrate with adjacent uses	30	NA	Potential to link up with adjacent development to the west in the future. Site is otherwise surrounded by roads.		Not applicable.
3.	Senior Units		0/25			No senior units proposed. 0/25 points
4.	Collaboration with Adjoining Land Owners	10	NA	Working with the owner of the wetland to integrate the project into that green amenity. Working with city on Ranchview Lane Extension		Not applicable
5.	Appropriately Located Neighborhood Commercial/Office		BONUS	Not applicable		Not applicable

II	PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
	Neighborhood Scale	A					
	General						
	1.	Percent of Units Within ¼ Mile of an Identifiable Focal Point	50	50/50	Wetland is a Green focal point- adding trails to this resource. Rush Creek is within 1/4 mile.		Clubhouse, pool and tot lot are focal points.
	2.	Distribution of Attached Units	40	NA	The project is 100% clusters of small groups of attached units, in groups of 4 and 6 townhomes each.		Not applicable
	3.	Creating Open Space with Multi-Story Buildings		0/10			Applicable. 0/10
	4.	Percent of Attached Units with Back of Below Grade Access		0/10			Applicable. 0/10
	5.	Neighborhood Utilizes Rear Lanes for Vehicular Access		0/5			Applicable. 0/5
	6.	Visual Termini	4	5/5	The site plan strategically features ponds, tree groupings and vistas to the wetlands at the ends of most street corridors within the development.		Applicant did a nice job of providing visual termini.

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
<b>B</b>	<b>Housing Diversity</b>					
	1.	Square Foot Range Between Largest and Smallest Units	NA	Not Applicable		Not applicable
	2.	3+ Styles of Attached Units	2	2/10	4 Styles (4-2=2 points)	Agree
	3.	6+ Styles of Detached Units		NA	Not applicable; project is attached townhome development	Not applicable
<b>C   Roadway Image</b>						
	1.	Attached Units are Embedded		NA	Not applicable; a large landscape zone will be provided between 105th Avenue and the first row of townhomes	Not applicable, no arterial roadway
	2.	Exceptional Landscaping	10	NA	Project will provide exceptional landscaping along 105th Avenue.	Not applicable
	3.	Interior Perimeter Roads are not Parallel to Arterial Roads		NA	Not applicable; states this only applies to detached homes	Not applicable
	4.	Home Fronts Face Arterials		NA	Not applicable; states this only applies to detached homes	Not applicable

5.	Variety in Articulation on Side or Rear Walls	7	NA	The exterior design features a series of projecting gabled bays and other elements such as dormers to articulate rear and side elevations.		Not applicable
6.	Variety in Roof Pitch	4	NA	The exterior design includes multiple roof slopes from 4:12 to 12:12 pitches and varying roof ridge elevations, providing roof line variety among the different building configurations.		Not applicable
7.	Variety in Roof Orientation	5	NA	The exterior design incorporates a balanced variety of roof orientations. Within each building configuration, there are multiple cross-gables to create interest		Not applicable
8.	Variety in Building Height		NA	Not Applicable		Not applicable
9.	Variety in Building Orientation		NA	Not Applicable		Not applicable

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
D	Pedestrian Quality					
	1.	Percent of Units within 1000' of Park	NA	10/10	Not Applicable	Private lot for qualifies.
	2.	Grid or Modified Grid	10	10/10	Grid is simple and easy to navigate and understand for residents and visitors	Agree
	3.	Internal Trail Connections	10	10/10	System of trails runs through the entire development	Agree
	4.	Pedestrian Scale/Omnamental Street Lighting	NA	5/5		Applicant is providing pedestrian scale and ornamental lighting.
	5.	Sidewalks are Provided Both Sides of Street	4	2.5/2.5	Applies to major access streets	Applicant is providing a good sidewalk system along the private drives in addition to the internal trail system.
6.	Cul-de-Sacs are Open Ended		NA	Not applicable	Not applicable	

E	PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
	Integration of Parks...etc						
1.	Park Dedication is in Strict Conformance with Comprehensive Park Plan	25	NA	Greystar to pay park dedication fee		Not applicable	
2.	Open Space is Consolidated and Usable	10	10/10	Green spaces between townhomes area accessible for all residents and is an organizing feature		Agree	
3.	Open Spaces are Connected with Green Corridors	10	10/10	See above.		Agree	
4.	Tree Preservation Above Minimum	NA	NA	Not a T-Zone		Not applicable	
5.	Natural Features are Retained	NA	NA	Not Applicable		Not applicable	
6.	Wetlands are Retained not Mitigated	10	8.9/10	Wetlands are retained in the development.		89% of wetlands on site are being retained.	
7.	Public Access to Creeks, Streams, and Lakes	10	10/10	Placing an accessible sidewalk along the western side of the large wetland; eastern side of site.		Agree	

8.	Cultural Resources Integrated into Open Space Areas		NA	Not Applicable		Not applicable
9.	Extensive Internal Landscaping		3/10	Not Applicable		30% more landscaping than code requires.
10	Use of Native Plants in Landscaping	5	5/5	We are incorporating native species in the landscape plan		Agree
11	Existing Structures are Retained or Reused		NA	Not Applicable		Not applicable
12	Viable Open Space Master Plan is Created		NA	Not Applicable		Not applicable
13	Any Natural Restoration Work		NA	Not Applicable		Not applicable
14	Extraordinary Environmental Protection		NA	Not Applicable		Not applicable
15	Area of Parkland, Woodland, or Other Open Space Above the Minimum		NA	Not Applicable		Not applicable



III.	PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
	Unit Scale Criteria	General					
	A.	General					
		Guarantee that Models will not be Repeated with X Lots of Each Other		NA	Not Applicable; we are not detached housing		Not applicable
		Creation of a Pattern Book		NA	Not Applicable		Not applicable
	B.	Architectural Elements (Items shall be guaranteed by covenant or some other appropriate, enforceable agreement)					
		1. Front Porches		0/20			Applicable 0/20
		2. Garages Set Back Farther than Front Face or are Side Loaded		20/20			At least 3 3% of the garages are setback as far as the front portion of the units.
		3. Brick, Stone, or Stucco Chimneys		0/10			
		4. Other Architectural Features		130/150			13 point worth features provided.
		(Insert list of Architectural Features here)					
	C	Safety					
		% of units sprinkled above requirements		BONUS	project is 100% sprinklered.		
		1.					