

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

**PLANNED UNIT DEVELOPMENT AGREEMENT  
NORSQ MAPLE GROVE**

**THIS PLANNED UNIT DEVELOPMENT AGREEMENT NORSQ MAPLE GROVE** (hereinafter referred to as “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_, 2023 (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 October 16, 2023, the City Council passed Resolution No. 23-149 (hereinafter referred to as the “**City Resolution**”) conditionally approving the PUD – concept stage plan, PUD – development stage plan, comprehensive plan amendment, preliminary plat, and final plat to develop land that includes the Property with a mixed-use residential and commercial development with 155-unit rental townhomes with 1 amenity lot (hereinafter referred to as “**Townhomes**”), a 200-unit apartment building (hereinafter referred to as “**Apartments**”), and a 9,000 square foot commercial building (hereinafter referred to as “**Commercial Building**”); Townhomes, Apartments, and Commercial Building hereinafter collectively referred to as the “**Project**”). The Project is contained in Lot 1, Block 1, and Outlots A, C, D, and E of the Final Plat (defined below). Outlot B of the Final Plat is not part of the Project. The Townhomes located on Lot 1, Block 1 of the Final Plat are Phase 1 of the Project. The conditional approval consist of the following: (i) Preliminary Plans for Norsq Maple Grove, drafted by Westwood Professional Services, Inc., City comments revision dated August 7, 2023 (hereinafter referred to as the “**Plans**”), which Plans Title Sheet (Sheet 01) is attached as Exhibit to the City Resolution; (ii) the Plans includes the Norsq Townhomes elevations, floor plans, and unit plans, dated July 25, 2023; (iii) the preliminary plat of the Property (Plans Sheet 03)(hereinafter referred to as the “**Preliminary Plat**”); (iv) the final plat of the Property titled *Norsq Maple Grove*, drafted by Westwood Professional Services, Inc. (herein referred to as the “**Final Plat**”); and (v) Illustrative Neighborhood Plan, drafted by Westwood Professional Services, Inc., dated September 20, 2023 (hereinafter referred to as the “**Concept Plan**”); and

**WHEREAS**, on October 16, 2023, the City Council conditionally enacted Ordinance No. 23-20 rezoning the Project portion of the Property to PUD, Planned Unit Development; 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 the City Resolution, the proposed development of the Property was assessed against the PPS and received a score of 79.37 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 City Resolution, the Plans, and City Code, and putting subsequent owners of the Property on notice of 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; PLANS.** The above Recitals, the City Resolution, the Plans, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein. The Plans may be amended after the Effective Date by request of the Developer and as approved in writing by the City Engineer and/or the City Director of Community and Economic Development, including, but not limited to final building plans. Any such approved amendments to the Plans shall be incorporated into and be part of this Agreement.
2. **ZONING.** The zoning of the Property is PUD, Planned Unit Development. The City Resolutions, the Plans, this Agreement, and applicable provisions of City Code shall govern the zoning of the Property.
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 Resolution, 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. 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.** Unless otherwise expressly provided for in this Agreement or the City Resolution, the Developer shall comply with, to the satisfaction of the City, all of the requirements set forth in the City Resolution, to the satisfaction of the City, 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 the terms of this Agreement and the City Resolution. If Developer is in default under this Agreement, City may, among other remedies set forth in this Agreement, withhold future Certificates of Occupancy 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 via certified or registered mail (receipt requested); provided, that a Notice may be sent by e-mail or telephone where expressly permitted by this Agreement. A Notice 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:**

**IF TO DEVELOPER:**

City of Maple Grove  
 Attn: City Clerk  
 12800 Arbor Lakes Parkway  
 Maple Grove, Minnesota 55369  
 Email: [Adietl@maplegrovern.gov](mailto:Adietl@maplegrovern.gov)  
 Telephone: (763) 494-6000

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

With Copy to:

With Copy to:

Hoff Barry, P.A.  
 Attn: City Attorney  
 100 Prairie Center Drive, Ste. 200  
 Eden Prairie, MN 55344  
 Email: [slandsman@hoffbarry.com](mailto:slandsman@hoffbarry.com)  
 Telephone: (952) 746-2700

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

- 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 determined by the City, that all documents required to be recorded pursuant to the City Resolution, this Agreement, 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. Entire Agreement. This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. 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. 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. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- d. Subsequent Agreements. At the time of development of the Apartments and the Commercial Building, amendments to the Agreement shall be required prior to the respective final plats being released by the City.
- e. 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.

- f. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- g. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.
- h. 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.
- i. 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.
- j. 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 Resolution, this Agreement and City Code) a building permit and construction activities on the Property shall commence, pursuant to the Plans, this Agreement, the City Resolution and City Code on or before October 16, 2025. In such event of failure of the Applicant to meet the above time frame, this Agreement, the Plans, and the City Resolution and the approvals thereunder for the development of the Property shall become null and void with no further action required by the Parties.
- 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 \_\_\_\_\_, 2023, 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: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF HENNEPIN    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said  
\_\_\_\_\_.

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

## **EXHIBIT 1**

Lot 1, Block 1, and Outlots A, C, D, and E, NORSQ MAPLE GROVE, according to the recorded plat thereof, Hennepin County, Minnesota.

## EXHIBIT 2

### Norsq Maple Grove Townhomes Project Points System Application / Self Scoring Worksheet

**342.5- Points Earned**  
**431.5 - Points Possible**  
**79.37%**

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:**	Staff Comments
I. Community Scale	A. Land Use					
	1. Unit Affordability	0	0/31.5	2 & 3 Bedroom units are meant for multiple renters/families. 3 Bedroom Units are affordable to two incomes, which does fit the affordability calculation	Provided Rent Sheets	Category applies. If information shows some affordability based on criteria some points may be awarded.
	2. Placement of uses to integrate with adjacent uses	5	NA	A trail & trail easement has been provided to link adjacent properties to recreational opportunities.	Site Plan, Concept PUD	Staff finds this category NA
	3. Senior Units	NA	0/25	Seniors would be able/encouraged to rent units in the project, however no units are specifically allocated for seniors.		Category applies
	4. Collaboration with Adjoining Land Owners	10	10/10	We are working with the adjacent Edison apartments to create a mix of housing types that complement one another, as well as a consistent landscaping and streetscape feel	Site Plan, Concept PUD	Staff agrees
	5. Appropriately Located Neighborhood Commercial/Office	10	10 bonus	We would like to include neighborhood retail opportunities such as a coffee shop, hair salon, etc. to benefit the adjacent users	Site Plan, Concept PUD	Staff agrees to award 10 bonus points for neighborhood commercial

\*For items felt to be unattainable or not applicable please type or write "n/a" in the "Points Possible" column

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
II. Neighborhood Scale	A. General					
	1. Percent of Units Within ¼ Mile of an Identifiable Focal Point	50	50/50	Clubhouse, Amenity Area, Tot Lot Etc are all walkable within the development.	Site Plan, Development Stage PUD	Clubhouse and amenity area qualify for full points.
	2. Distribution of Attached Units	N/A	NA	The project is entirely attached units in groups of 5 & 6 Unit Buildings, thus does not meet the distribution requirements for the points system		Staff sees this as not applicable due to the land use guiding (both existing and proposed)
	3. Creating Open Space with Multi-Story Buildings	5	0/10	Over half of the proposed total units are achieved through a more dense project		Staff does not see open space being created in this manner.
	4. Percent of Attached Units with Back of Below Grade Access	10	0/10	Units were designed to access garages facing away from Public with tuckunder garages	Site Plan, Development Stage PUD	Staff does not see that these units qualify for this category.
	5. Neighborhood Utilizes Rear Lanes for Vehicular Access	5	5/5	Units were designed to access garages facing away from Public ROW and main roads within the development	Site Plan, Development Stage PUD	Staff agrees
	6. Visual Termini	5	5/5	The development is designed around two termini, the first is a prominent clubhouse, and on the opposite end of the termini a preserved wetland	Site Plan, Development Stage PUD	Staff agrees

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	N/A	NA	This applies to SF Developments		Not applicable
	2. 3+ Styles of Attached Units	0	0/10	2 building styles	Architectural Plans	No points for this category
	3. 6+ Styles of Detached Units	N/A	NA	Project is attached townhomes		
<b>C</b>	<b>Roadway Image</b>					
	1. Attached Units are Embedded	N/A	NA	Mixed use projects not applicable		Not applicable
	2. Exceptional Landscaping	N/A	NA	Guideline states this applies to detached homes		Not applicable
	3. Interior Perimeter Roads are not Parallel to Arterial Roads	N/A	NA	Guideline states this applies to detached homes		Not applicable
	4. Home Fronts Face Arterials	N/A	NA	Guideline states this applies to detached homes		Not applicable

	5. Variety in Articulation on Side or Rear Walls	N/A	NA	Criteria appears to apply to detached homes		Not applicable
	6. Variety in Roof Pitch	N/A	NA	Criteria appears to apply to detached homes		Not applicable
	7. Variety in Roof Orientation	N/A	NA	Criteria appears to apply to detached homes		Not applicable
	8. Variety in Building Height	N/A	NA	Criteria appears to apply to detached homes		Not applicable
	9. Variety in Building Orientation	N/A	NA	Criteria appears to apply to detached homes		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	10	10/10	Tot Lot & Other amenities provided on site.		Clubhouse and amenity area apply
	2. Grid or Modified Grid	10	10/10	Modified Grid is provided with mid block pedestrian connections		Staff agrees
	3. Internal Trail Connections	10	10/10	Trail and pedestrian improvements are provided throughout the development		Staff agrees
	4. Pedestrian Scale/Omnamental Street Lighting	5	5/5	Pedestrian scale lighting provided, ornamental lighting provided on main entry spine and select trees.		Staff agrees
	5. Sidewalks are Provided Both Sides of Street	4	3/5	Pedestrian improvements are extensive, but there are locations where sidewalks are on one side of the internal streets.		Staff can award 3 points
	6. Cul-de-Sacs are Open Ended	N/A	NA	No Cul-de-sacs included.		

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
E	Integration of Parks...etc					
	1. Park Dedication is in Strict Conformance with Comprehensive Park Plan	N/A	25/25	No parks included in the parks masterplan for the project area.		Applicant has provided required trail corridor.
	2. Open Space is Consolidated and Usable	10	10/10	Clustered units allow for usable green spaces between buildings		Open space is consolidated around amenity area.
	3. Open Spaces are Connected with Green Corridors	10	10/10	pedestrian connections connect green spaces		Staff agrees
	4. Tree Preservation Above Minimum	N/A	NA	Site not located within T zone		
	5. Natural Features are Retained	N/A	NA	Currently Agricultural land		
	6. Wetlands are Retained not Mitigated	10	9.5/10	100% of wetlands are retained		Small wetland impact from road, otherwise staff agrees.
	7. Public Access to Creeks, Streams, and Lakes	10	10/10	Sidewalk with access to wetland complex		Access is provided to adjacent large wetland complex.

8.	Cultural Resources Integrated into Open Space Areas	N/A	NA	Cultural education opportunities exist within the site.		No cultural resources
9.	Extensive Internal Landscaping		10/10			Applicant is providing nearly 3x the required trees
10	Use of Native Plants in Landscaping	5	5/5	Native plantings are utilized heavily in the proposed plans		Staff agrees
11	Existing Structures are Retained or Reused	N/A	NA	No structures currently exist		
12	Viable Open Space Master Plan is Created	N/A	5/5	Criteria appears to apply to master planned subdivisions		Staff can award 5 points for this category.
13	Any Natural Restoration Work	N/A	BONUS			
14	Extraordinary Environmental Protection	N/A	BONUS			
15	Area of Parkland, Woodland, or Other Open Space Above the Minimum	N/A	BONUS			

PPS Category		Points Proposed by applicant	Points Awarded by Staff	Explanation for Points or Reason for Not Being Applicable	Reference:	Staff Comments
III.	Unit Scale Criteria					
	<b>A. General</b>					
	1. Guarantee that Models will not be Repeated with X Lots of Each Other	N/A	NA	Criteria appears to apply to Detached homes		Staff agrees not applicable
	2. Creation of a Pattern Book	N/A	BONUS	Criteria appears to apply to Detached homes		
	<b>B. Architectural Elements (Items shall be guaranteed by covenant or some other appropriate, enforceable agreement)</b>					
	1. Front Porches	7	20/20	58/155 Units have porches/patios which front the public ROW or internal spine roads		Formula grants 20 points for this category
	2. Garages Set Back Farther than Front Face or are Side Loaded	N/A	NA	Criteria applies to Detached homes		
	3. Brick, Stone, or Stucco Chimneys	N/A	0/10	No chimneys needed		
	4. Other Architectural Features	130	120			Staff can award 120 points for this category.
	Nichiha Panels Variety of Roof Pitches Metal roof element Porch pergola feature Symetrical/proportional Windows Multiple Siding Patterns Tasteful material combinations/placement			- Larger than average windows for project type - Garage Transom Windows on some units - Significant building fenestration/indentation - Glass Entry Doors - Smart home features		
	<b>C Safety</b>					
	1. % of units sprinkled above requirements	0	BONUS			