

(Reserved for recording)

CITY OF ARDEN HILLS
RAMSEY COUNTY, MINNESOTA

**16TH AMENDMENT TO
MASTER PLANNED UNIT DEVELOPMENT AGREEMENT**

**BOSTON SCIENTIFIC CORPORATION
(Planning Case #21-001)**

1. **PARTIES.** This Amendment is dated the 24th day of May, 2021, and is entered into by and between the **City of Arden Hills**, a Minnesota municipal corporation (“City”) and **Boston Scientific Corporation**, a Minnesota corporation, its successors and assigns (“Boston Scientific” and/or “Applicant”).

2. **RECITALS.**

A. On November 12, 2002, the City Council approved a Planned Unit Development entitled “Guidant Campus Master Plan – Prepared by Guidant Corporation for the City of Arden Hills, September, 2002” (“Master Plan”) which guides the future development of property located at 4100 Hamline Avenue North, situated in the City of Arden Hills, County of Ramsey, State of Minnesota, and legally described as: *Lots 1 and 2, Block 1, Boston Scientific Campus* (“Property”).

B. The Master Plan was previously amended on fifteen (15) occasions. The last amendment, being the 15th Amendment to Master Planned Unit Development Agreement, was recorded on January 17, 2018 with the Ramsey County Recorder as document number A04694265. The Master Plan and all previous amendments run with the land and are binding on successors in interest to Guidant Corporation, including Boston Scientific.

C. On March 9, 2021 Boston Scientific submitted an application requesting approval of a 16th Amendment to Master Planned Unit Development Agreement to construct a 17,450 square foot addition to the south side of Building 14, which is in the northwest corner of the

Arden Hills campus near Innovation Way (the “Project”). As stated in the application and project narrative submitted by Boston Scientific, the purpose of the Project is for the development and production of lithium batteries for use in medical devices. The primary space in the facility is a ‘dry room’, a space maintained at less than one (1%) percent relative humidity, which is required for handling lithium.

E. For building construction or site modifications not included on the approved Master Plan, an Amendment to the Planned Unit Development Agreement is required. The proposed Project is not identified on the approved Campus Master Plan.

3. **PLANNING COMMISSION REVIEW.** On April 7, 2021, the City Planning Commission reviewed the application at a public hearing and after considering the application, the reports and comments of the City’s staff, the reports and comments of Boston Scientific, and other public comments, and subject to conditions, recommended approval of the 16th Amendment to the Master Planned Unit Development Agreement.

4. **CITY COUNCIL REVIEW.** On April 26, 2021, the City Council reviewed the application, the reports and recommendations of City’s staff, the reports of Boston Scientific, the recommendations of the City Planning Commission, additional testimony from nearby residents, and has approved the 16th Amendment to Master Planned Unit Development Agreement, all subject to the terms and conditions herein contained.

5. **TERMS AND CONDITIONS.**

1. All conditions of the original Planned Unit Development shall remain in full force and effect.

2. Prior to the City’s issuance of a grading permit, Developer shall address all items identified in the February 17, 2021 Engineering Division memorandum and all comments shall be adopted herein by reference.

3. The Project shall be completed in accordance with the plans submitted or as referenced at the City Council meeting of April 26, 2021 as amended by the conditions of approval, including the planting of new or relocated evergreen trees to serve as additional buffer from the existing building and addition and neighboring residential properties . Any significant changes to these plans, as determined by the City Planner, shall require review and approval by the Planning Commission and City Council.

4. Applicant shall conform all proposed structures to all applicable regulations in the City Code.

5. Applicant shall obtain from the City’s Engineering Division the grading and erosion permit prior to commencing any grading, land disturbance or utility activities.

6. The Applicant shall be responsible for obtaining any permits necessary from other agencies including, but not limited to, MPCA, Rice Creek Watershed District and Ramsey County prior to the start of any site activities.

7. The Applicant shall install and maintain heavy-duty silt fencing and adequate erosion control measures around the entire construction site during construction to ensure that sediment and storm water does not leave the project site.

8. The Applicant shall be responsible for protecting the proposed on-site storm sewer infrastructure and components and any existing storm sewer from exposure to any and all stormwater runoff, sediments and debris during all construction activities.

9. Prior to the City's issuance of a building permit, Applicant shall submit to the City a landscape financial security equal to 125% of the cost of the landscaping to be installed for the Project. The Applicant must submit a detailed cost estimate for the landscaping so City staff can determine the final amount. The landscape financial security shall be held by the City for two (2) full growing seasons.

10. The Applicant shall submit to the City, prior to the issuance of a building permit, a materials board to be approved in writing by City staff.

11. All light poles, including base, shall be a maximum of 25 feet in height and shall be shoebox style, downward directed, with high-pressure sodium lamps or LED and flush lenses. Other than wash or architectural lighting, attached security lighting shall be shoebox style, downward directed with flush lenses. The Applicant must provide photometric calculations for the lighting at the west property line.

12. Once the Project is completed and the equipment is operational, Applicant must conduct a noise study at the time of completion and occupancy permit and six months following Project completion and occupancy to ensure the facility does not exceed maximum noise standards. If necessary, Applicant will take steps to correct any deficiencies.

13. Applicant will complete yearly noise studies on Building 14 and provide the results and findings to the City and take steps to correct any deficiencies that are identified by the studies.

14. The current and subsequent owners of the Property shall continue to abide by the conditions of all previous Development Agreements, Master Planned Unit Development approvals, and subsequent Planned Unit Development Amendments, and Planned Unit Development approvals.

15. Upon Project completion and occupancy, applicant will remove the existing cooling equipment located on the northern area of the roof that is being replaced by the installation of new units as part of this Project.

6. **ACKNOWLEDGMENT/COMPLIANCE.** Boston Scientific acknowledges and understands the conditions of approval and agrees to comply with such conditions.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date and year first above written.

*[Remainder of page intentionally left blank.
Signatures contained on the following pages.]*

SIGNATURE PAGE
16TH AMENDMENT TO
MASTER PLANNED UNIT DEVELOPMENT AGREEMENT

CITY OF ARDEN HILLS

By: _____
David Grant, Mayor

(SEAL)

By: _____
Dave Perrault, City Administrator

STATE OF MINNESOTA)
 (ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by **David Grant** and by **Dave Perrault**, respectively the Mayor and City Administrator of the **City of Arden Hills**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

