

(reserved for recording information)

MASTER DEVELOPMENT CONTRACT and PLANNED UNIT DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

**CHICK-FIL-A
(PC 2021-011)**

THIS MASTER DEVELOPMENT CONTRACT AND PLANNED UNIT DEVELOPMENT AGREEMENT (“Agreement”) is dated July 26, 2021, by and between the **CITY OF ARDEN HILLS**, a Minnesota municipal corporation (“City”), and **CHICK-FIL-A, INC.**, an _____ (the “Developer”).

1. REQUEST FOR APPROVAL. The Developer has asked the City to approve a Development Contract and Planned Unit Development for the construction of a fast-food restaurant (referred to in this Agreement as the “Development”). The Development is zoned B-3, Service Business Zoning District, and is guided as commercial. The land is approximately 66,853 square feet, or 1.535 acres in size, and is situated in the County of Ramsey, State of Minnesota, and is legally described as set forth on Exhibit A hereto (“Subject Property”). The Developer plans to demolish the existing building on the Subject Property and construct a 4,995 square foot fast food restaurant, Chick-fil-A, with dual drive-through

lanes, with two canopies, totaling approximately 3,654 square feet covering the ordering and pick-up areas. The Chick-fil-A's proposed location is on the west side of the site, with the store front facing Lexington Avenue, and will contain a 50-stall parking lot.

2. CONDITIONS OF APPROVAL.

A. The City hereby approves the Development on condition that the Developer enter into this Agreement, furnish the security required by it, and record this document with the Ramsey County Registrar of Titles within ninety (90) days after the City Council approves the Development.

B. The City hereby grants approval to the Development (identified as Plans A through L in paragraph 7 of this Agreement); as adopted on May 24, 2021 by Resolution #2021-029, and compliance with the terms and conditions of this Agreement and all other City requirements which are in effect. The specific conditions, requirements, and terms of approval are as set forth in City Resolution #2021-029, adopted by the Arden Hills City Council on the 24th day of May, 2021.

3. RIGHT TO PROCEED. Within the Development or the Subject Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings 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 necessary security has been received by the City, 3) the plat, if any, and this Agreement have been recorded with the Ramsey County Registrar of Title's Office within sixty (60) days of City Council approval, and 4) the City's Administrator has issued a letter that the Developer may proceed. If this Agreement is not recorded within sixty (60) days of City Council approval, the approval shall be considered void.

4. PHASED DEVELOPMENT. Not applicable.

5. PRELIMINARY PLAT STATUS. Not applicable.

6. CHANGES IN OFFICIAL CONTROLS. Not applicable.

7. **DEVELOPMENT PLANS.** The Subject Property shall be developed in accordance with the following plans (“Plans”). The Plans shall not be attached to this Agreement. The Plans may be prepared, subject to City approval, after entering the Agreement, but before commencement of any work in the Development or on the Subject Property. The erosion control plan may also be approved by the Ramsey County Soil and Water Conservation District. If the Plans vary from the written terms of this Agreement, the approved plans shall control.

The Plans are:

- Plan A – Site Demo (C-100), dated 12/02/2020
- Plan B – Site Plan (C-200), dated 12/02/2020
- Plan C – Grading Plan (C-300), dated 12/02/2020
- Plan D – Erosion Control Plan (C-302), dated 12/02/2020
- Plan E - Plumbing Site Plan (PS-100), dated 12/02/2020
- Plan F- Tree Removal and Preservation Plan (L-100), dated 12/02/2020
- Plan G – Landscape Plan (L-101, L-102, L-103), dated 12/02/2020
- Plan H – Floor Plan (A-201), dated 02/19/2021
- Plan I – Design Development (X-900), dated 02/19/2021
- Plan J – Refuse Enclosure (A-103), dated 02/19/2021
- Plan K- Photometric Plan (E-102), dated 03/22/2021
- Plan L – Sign Plan (Sheets 1-21), dated 12/03/2020

8. **IMPROVEMENTS.** The Developer shall install and pay for the following as required to be built within the project as private improvements in accordance with the approved Plans:

- A. Parking Lots
- B. Concrete Curb and Gutter
- C. Parking Lot Lights
- D. Site Grading, Ponding, and Erosion Control
- E. Landscaping
- F. Setting of Iron Monuments, including Monuments described in the Wetland Overlay District
- G. Surveying and Staking
- H. Sidewalks and Trails

I. Traffic Control Signs

The improvements shall be installed in accordance with the City Code. The Developer will not use power equipment between the hours of 7 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications for permit which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer which approval shall be provided on the condition that such submittals comply with the Plans and this Agreement. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. 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 as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. 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 its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Developer will install sidewalks just prior to the installation of the final lift of asphalt.

9. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement, the improvements lying within public easements shall become City property without further notice or action. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Agreement. Upon compliance with this Agreement with respect to public improvements, the City shall give formal notice of acceptance to Developer and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods.

10. WARRANTY. The Developer warrants all public improvements required to be constructed by it pursuant to this Agreement for a period of twenty-four (24) months from the date of

acceptance by the City against poor material and faulty workmanship. All trees and shrubs shall be warranted to be alive, of good quality, and disease free for twenty-four (24) months after planting. Any replacements shall be warranted for twenty-four (24) months from the time of planting.

11. IRON MONUMENTS. In accordance with Minnesota Statutes 505.021 and Arden Hills City Code Section 1140.01 the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

12. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following to the extent required:

- Ramsey County for County Road Access and Work in County Rights-of-Way
- MnDot for State Highway Access
- Minnesota Department of Health for Watermains
- MPCA for Storm Water Issues, Sanitary Sewer and Hazardous Material Removal and Disposal
- DNR for Dewatering
- Rice Creek Watershed District Permit
- City of Arden Hills Grading and Erosion Control Permit (Escrow will be determined at the time of application)
- City of Arden Hills Right-of-Way Permit (Escrow will be determined at the time of application)
- City of Arden Hills Water Connect Permit
- City of Arden Hills Sewer Connect Permit
- City of Arden Hills for Building Permits

13. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

14. TIME OF PERFORMANCE. The Developer shall install all required public and private improvements.

15. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City in conjunction with the Development.

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if reasonably required. All areas disturbed by the excavation and backfilling operations shall be reseeded within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, seed shall be in accordance with the City's current seeding specification which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be maintained as necessary for seed retention. 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. If the Developer does not reimburse the City for any cost the City incurred for such work within sixty(60) days, the City may draw down the letter of credit to pay any costs. No development, street or utility construction will be allowed and no building permits will be issued unless the Development is in full compliance with the approved erosion control plan.

17. GRADING PLAN. The Development shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of Arden Hills specifications. Within thirty (30) days after completion of the grading the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches for drainage have been constructed per approved plan. .

18. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction in the Development, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

19. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. Not Applicable

20. CLAIMS. In the event that the City receives claims from labor, material, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, material, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

21. SANITARY SEWER TRUNK CHARGE. The Development may be subject to a charge for Sanitary Sewer payable to the city prior issuance of a building permit. The sewer availability fee is determined based on the Metropolitan Council's formula for calculating new sewer availability charge (SAC) units. The Developer shall apply to the Metropolitan Council for a SAC determination for the project. The Parties acknowledge that this agreement was prepared prior to receiving a SAC unit determination from the Metropolitan Council, and final charges will be adjusted in accordance with the adopted fee schedule for the City of Arden Hills and number of SAC units.

22. WATER TRUNK CHARGE. The Development may be subject to a charge for Water supply payable to the city prior issuance of a building permit. The water availability fee is

determined based on the Metropolitan Council's formula for calculating new sewer availability charge (SAC) units. The Developer shall apply to the Metropolitan Council for a SAC determination for the project. The Parties acknowledge that this agreement was prepared prior to receiving a SAC unit determination from the Metropolitan Council, and final charges will be adjusted in accordance with the adopted fee schedule for the City of Arden Hills and number of SAC units.

23. STORM SEWER CHARGE. The Development is subject to charges for Storm Water review, approval and inspections by Rice Creek Watershed and Ramsey County Conservation District.

24. TRAFFIC CONTROL SIGNS, STREET LIGHT AND STREET MAINTENANCE COSTS. Not applicable.

25. PARK DEDICATION. Not applicable.

26. LANDSCAPING. See requirements in Report of Planning Case #21-011 (City Council Agenda Item -10A – which is a Memorandum from Jane Kansier, AICP, Bolton & Menk) dated May 24, 2021. A landscape financial security in the amount of 125% of the estimated cost of the landscaping shall be submitted.

27. TREE PRESERVATION. Not applicable.

28. SPECIAL PROVISIONS. The following special provisions shall apply to the development:

A. Implementation of the recommendations listed in Resolution #2021-029, approved and adopted by the City Council on May 24, 2021.

B. Implementation of the recommendations listed in Resolution #2021-029 Approving a Conditional Use Permit for the Subject Property, approved and adopted by the City Council on May 24, 2021.

C. Implementation if all recommendations listed under paragraph 2. Conditional Use Permit, and the conditions listed under Master Planned Unit Development and Final Planned Unit Development paragraph in City Council Agenda Item -10A – which is a Memorandum dated May 24, 2021 from Jane Kansier, AICP, Bolton & Menk.

D. The Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative / Engineering Fee.

E. The Developer must obtain a sign permit from the City prior to installation of any signs for the development.

29. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of the costs of all improvements, and construction of all public and private improvements, the Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank (“security”) for **\$109,957.50**. The amount of the security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

CONSTRUCTION COSTS:

Right-of-Way	\$15,000.00
Erosion Control/Grading Certification	\$7,350.00

OTHER COSTS:

Landscaping	\$65,616.00
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TOTAL SECURITIES:	\$87,966.00
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GRAND TOTAL SECURITIES (125%) \$109,957.50

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The irrevocable letter of credit or other security deemed acceptable to the City is referred to throughout this Agreement as the “Security”. The Security shall be in

the form attached hereto as Exhibit C, form a bank approved by the City. The bank shall be authorized to do business in the State of Minnesota. The Security shall extend through completion and acceptance (including the expected warranty period) by the City of the Development Work. The Security shall be for a term ending November 30, 2023. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, upon five (5) business days prior written notice to Developer, for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied in accordance with approved plans, the security shall be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed and all financial obligations to the City satisfied. The City standard specifications for utilities and street construction outline procedures for security reductions.

30. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished to the City at the time of final Development approval and execution of this Agreement by the City:

<u>Engineering, City Administration</u>	
Legal Expenses escrow	\$1,500.00
Administration	\$2,500.00
Total Cash Requirements	\$4,000.00

The City is implementing a pass through billing process. The \$4,000.00 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of receipt of final invoices.

31. 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, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Development, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting the Development.

B. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

C. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells the entire Subject Property.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within sixty (60) days after receipt. If the bills are not paid on time, the City may halt the development and construction of the Subject Property until the bills are paid in full. Bills not paid within sixty (60) days shall accrue interest at the rate of eighteen percent (8%) per year.

E. In addition to the charges herein and special assessments referred to herein, other charges as required by City ordinance may be imposed such as, but not limited to, sewer access charges ("SAC"), water access charges, and building permit fees.

32. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

33. MISCELLANEOUS.

A. The Developer represents to the City that the Development complies with all city, county, state, and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Development does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Subject Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants. Any transfer of an ownership interest in the Subject Property is an assignment of the rights and obligations herein to the subsequent owner.

C. Third parties shall have no recourse against the City or Developer 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. Developer will hold the City and its officers, agents, and employees harmless from claims made by third parties, including but not limited to other property owners, tenants,

contractors, subcontractors, and materialmen, for damages sustained, costs incurred, or injuries resulting from approval of this Planned Unit Development and the development of the Subject Property unless such claims are caused by the City's negligent, reckless or willful misconduct. The Developer will indemnify the City and its officers, agents, and employees for all costs, damages, or expenses, including reasonable engineering and attorney's fees, which the City may pay or incur in consequence of such claims, except if caused by City negligence, reckless or willful misconduct.

G. In addition to all legal or equitable remedies, breach of any material term of this Agreement by the Developer shall be grounds for denial of building permits and Certificates of Occupancy.

H. 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 hereafter arising, available to 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 shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

I. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or by one directly or indirectly employed by any of them. The insurance may be provided by a single policy or multiple policies including excess of or umbrella policies and shall have limits for bodily injury and death not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence; or a combination single limit policy of \$2,000,000 or more. The City shall be named as an additional insured on the policies, and the Developer shall file with the City a certificate evidencing

coverage prior to the City signing this Agreement or issuing any permits. The certificate shall provide that the City must be given advance written notice of the cancellation of the insurance.

J. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.

K. 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 hereafter arising, available to 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 shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

L. The Developer will pay in full all invoices submitted to it by the City within sixty (60) days after receipt which reasonably evidence those costs incurred in the drafting, enforcement and supervision of this Agreement, including reasonable engineering, planning, and attorney's fees. If the invoices are not paid on time, the City may halt all development work until the invoices are paid in full. Invoices not paid within sixty (60) days shall be subject to an eight percent (8%) per annum interest charge.

M Not applicable.

N 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 the development plans, or special conditions referred to in this Agreement

required to be constructed shall be constructed before any Certificate of Occupancy is issued for the Subject Property on which a retaining wall is required to be built.

34. SUCCESSORS AND ASSIGNS. The Developer may not assign this Agreement without the written permission of the City Council. This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Subject Property.

35. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

36. 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 to the Developer by certified mail at the following address:

Chick-fil-A
Attn: Real Estate Department
5200 Buffington Road
Atlanta, GA 30349-2998

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address:

City of Arden Hills
1245 West Highway 96
Arden Hills, Minnesota 55112

[Signatures on the following pages.]

**Signature page to Development Contract and PUD Agreement
[Chick-fil-A]**

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**, 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

EXHIBIT "A"
TO
MASTER DEVELOPMENT CONTRACT
AND PLANNED UNIT DEVELOPMENT AGREEMENT

Legal Description

The East 290 feet of the South 600 feet of the Northeast Quarter, Section 27, Township 30, Range 23 West, according to the recorded plat thereof, Ramsey County, Minnesota.

**EXHIBIT “B”
TO
RESOLUTION NO. 2021-029
CONDITIONAL USE PERMIT
APPROVAL PLANNING CASE 21-011
WITH CONDITIONS**

1. The project shall be completed in accordance with the plans submitted as amended by the conditions of approval. Any significant changes to the plans, as determined by the City Planner, shall require review and approval by the Planning Commission and City Council.
2. The Conditional Use Permit and Planned Unit Development approvals shall expire one year from the date of City Council approval unless a building permit has been requested or a time extension has been granted by the City Council.
3. Prior to the issuance of building permits, the Applicant shall enter into a Planned Unit Development Agreement.
4. All areas of the site, where practical, shall be sodded or seeded and maintained. The property owner shall mow and maintain all site boulevards to the curb line of the public streets.
5. 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. If complaints are received the lighting adjacent to residential uses shall utilize house shields as directed by the City. In addition, any lighting under canopies (building entries) shall be recessed and use a flush lens.
6. The Applicant shall be financially responsible for all applicable water and sanitary charges. Rates applied shall be those in effect at the time of Final Plat approval and shall be memorialized in the Development Agreement.
7. A right-of-way permit shall be required for work performed within the City right-of-way.
8. No exterior storage shall be permitted.
9. Prior to the issuance of a land disturbance permit, the Applicant shall submit an operation and maintenance plan for the long-term care of all on-site and off-site stormwater, sanitary sewer, and water main to the City for review and approval. The Applicant will be responsible to carry out these operation and maintenance activities and to submit the appropriate documentation to the City as specified.
10. Any future trash enclosures shall utilize wooden gates and be constructed on three sides using the same materials and patterns used on the building. Locations shall be approved by the Planning Department.
11. Prior to the issuance of a building permit, a landscape financial security in the amount of 125% of the estimated cost of the landscaping shall be submitted. Landscape financial security is held for two full growing seasons.
12. Before construction, grading, or land clearing begins, trees or tree areas that are to be preserved shall be visibly marked and city-approved tree protection fencing or other method shall be installed and maintained at the critical root zones of the trees to be protected. The location of the fencing shall be in conformance with the approved tree preservation plan and approved by staff in writing.
13. All rooftop or ground mounted mechanical equipment shall be hidden from view with the same materials used on the building in accordance with City Code requirements.

14. All fencing and retaining wall materials shall be complementary to the building materials and shall be approved in writing by the Planning Division prior to issuance of a building permit. Retaining walls greater than four (4) feet in height shall be engineered and detailed calculations shall be submitted to the City.
15. Prior to City Council, the Applicant shall submit a materials board to be approved in writing by staff.
16. A Grading and Erosion permit shall be obtained from the city's Engineering Division prior to commencing any grading, land disturbance or utility activities. The Developer shall be responsible for obtaining any permits necessary from other agencies, including but not limited to, MPCA, Rice Creek Watershed District, and Ramsey County, MNDOT prior to the start of any site activities.
17. 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. Temporary stormwater facilities shall be installed to protect the quality aspect of the proposed and existing stormwater facilities prior to and during construction activities. Maintenance of any and all temporary stormwater facilities shall be the responsibility of the Applicant.
18. Prior to the issuance Grading and Erosion permit, the Engineering Department shall review and approve final grading and utility plans in writing.
19. Noise screening consisting of supplemental trees and vegetation plantings along west property line screening order and pick up stations must be approved by City staff.
20. All deliveries and trash collection are subject to applicable Arden Hills city ordinances which prohibit overnight deliveries.
21. Water connection will be a wet tap and there will be no service disruptions to adjacent businesses.
22. The west or outer lane of the drive through shall be closed before 8:00 AM and after 9:00PM.
23. The landscaping on the hotel property along the west side of the property shall be maintained by Chick-fil-A.
24. The canopy lights over each drive-through lane shall be on separate switches.
25. The westernmost lights on the canopy on the west side of the building shall be switched off at 9:00 PM.
26. The City Engineer must verify the location of the stop sign at Red Fox Road.

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Arden Hills

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank) _____";

b) Be accompanied by an affidavit signed by the Mayor or City Administrator of the City of Arden Hills certifying that _____ is in default of the Development Contract with the City of Arden Hills and that five (5) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Arden Hills City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Arden Hills City Administrator, 1245 Highway 96, Arden Hills, MN 55112, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

CERTIFICATE OF INSURANCE

LIABILITY & WORKERS' COMPENSATION

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

PROJECT: _____

CERTIFICATE HOLDER & ADDITIONAL INSURED: City of Arden Hills
ADDRESS:

ARCH/ENGR: _____

INSURED: _____ ADDRESS: _____

AGENT: _____ ADDRESS: _____

WORKERS' COMPENSATION COVERAGE

POLICY # _____ EFFECTIVE DATE ___/___/___ EXPIRATION DATE ___/___/___

INSURANCE COMPANY: _____

COVERAGE-Workers' Compensation, Statutory. Employers' Liability Limit

\$ _____ Each Accident \$ _____ Disease Policy Limit \$ _____ Disease Employee Limit
(\$500,000 Policy limit applies to both accident and disease)

GENERAL LIABILITY

POLICY # _____ EFFECTIVE DATE ___/___/___ EXPIRATION DATE ___/___/___

INSURANCE COMPANY: _____

Claims Made Occurrence Owner's & Contractors Protective Other

LIMITS:

General Aggregate Limit (Other Than Products-Completed Operations) \$ _____

Products-Completed Operations Aggregate Limit \$ _____

Personal & Advertising Injury Limit \$ _____

Each Occurrence \$ _____

COVERAGE PROVIDED

Operations of Contractor: Yes ___ No ___ Government Immunity is Waived Yes ___ No ___
Operations of Sub-Contractor (Contingent): Yes ___ No ___ Property Damage Liability Includes
Does Personal Injury Include Damage Due to Blasting Yes ___ No ___
Claims Related to Employment: Yes ___ No ___ Damage Due to Collapse Yes ___ No ___
Completed Operations/Products: Yes ___ No ___ Damage To Underground Facilities Yes ___ No ___
Contractual Liability (Broad Form): Yes ___ No ___ Broad Form Property Damage Yes ___ No ___

EXCEPTIONS:

AUTOMOBILE LIABILITY

POLICY # _____ EFFECTIVE DATE: ___ / ___ / ___ EXPIRATION DATE: ___ / ___ / ___

INSURANCE COMPANY: _____

()Any Auto ()All Owned Autos ()Scheduled Autos
()Hired Autos ()Non-Owned Autos

LIMITS:

Bodily Injury \$ _____ Each Person / \$ _____ Each Occurrence OR Combined Single Limit \$ _____
Property Damage \$ _____ Each Occurrence

UMBRELLA EXCESS LIABILITY

POLICY # _____ EFFECTIVE DATE: ___ / ___ / ___ EXPIRATION DATE: ___ / ___ / ___

INSURANCE COMPANY _____

LIMITS: Single Limit Bodily Injury and Property Damage

\$ _____ Each Occurrence \$ _____ Aggregate

COVERAGE PROVIDED:

Applies in excess of the coverages listed above for Employers' Liability, General Liability, and Automobile Liability:

Yes ___ No ___

Are any deductibles applicable to bodily injury or property damage on any of the above coverages?

Yes ___ No ___ If So, List Amount \$ _____

AGENT CARRIES ERRORS AND OMISSIONS INSURANCE: Yes ___ No ___

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days notice to the parties to whom this certificate is issued.

Dated at: _____ On: _____ By: _____

MN License # _____
Authorized Insurance Representative