

# Attachment A

*(reserved for recording information)*

## **FINAL PLANNED UNIT DEVELOPMENT AGREEMENT** *(Developer Installed Improvements)*

**JAB REAL ESTATE, LLC(PC#21-014)**

**THIS FINAL PLANNED UNIT DEVELOPMENT AGREEMENT** (“Agreement”) is dated \_\_\_\_\_, 2021, by and between the **CITY OF ARDEN HILLS**, a Minnesota municipal corporation, whose address is 1245 West Highway 96, Arden Hills, MN 55112 (“City”), and **JAB REAL ESTATE, LLC**, a Minnesota limited liability company, whose address is 4732 Perry Avenue North, Crystal, MN, 55429 (sometimes referred to herein as the “Developer” or “Property Owner”).

### **1. RECITALS.**

A. Developer is the record fee owner of property situated in the County of Ramsey, State of Minnesota, and legally described as **Lot 2, Block 1, Arden Plaza** (“Subject Property”). Said site is for future development pursuant to the terms of an Amended and Restated Master Planned Unit Development Agreement and Phase I Development Contract (Planning Case #14-016) recorded as Document No. T2551172 and a First Amendment to Amended and Restated Master Planned Unit Development recorded as Document No. T2551176. For each successive

phase of the redevelopment, a Final Planned Unit Development Agreement (“PUD”) is required to be submitted to verify general conformance with the Master Planned Unit Development Agreement and to provide more detailed development plans for the phase to be implemented.

B. On May 20, 2021, U+B Architecture and Design, Inc., on behalf of the Developer, submitted an application requesting the City approve a Final Planned Unit Development (“Application”) for the construction and development of a single story 5,600 square foot financial service office with an associated parking lot on the existing vacant lot located at 1150 County Road E, Arden Hills, Minnesota (referred to in this Agreement as the “PUD” or “Development”).

C. The Application is illustrated and described on the following documents, attached and incorporated as part of Planning Case #21-014, on file and recorded at the City of Arden Hills:

1. Master PUD Site Plan (CS-03) dated 8/14/15
2. Site Dimension Plan (C1) dated 5/20/21
3. Grading, Drainage, Erosion Control, and Utility and Demolition Plan (c2) dated 5/20/21
4. Landscape Plan (L1) dated 5/20/21
5. Floor Plan (A111) dated 5/20/21
6. Exterior Building Elevations (A200) dated 5/20/21
7. Roof Plan (A112) dated 5/20/21
8. Lighting Plan (L1) dated 5/4/21

**2. PLANNING COMMISSION REVIEW.** On the 9<sup>th</sup> day of June, 2021, the City Planning Commission reviewed the Application and after considering the Application, the submitted plans, the reports and comments of the City’s staff, the reports and comments of the Developer, and other public comments, and subject to conditions, recommended approval of the Development.

**3. CITY COUNCIL REVIEW.** On the 28<sup>th</sup> day of June, 2021, the Arden Hills City Council reviewed the recommendations of the Planning Commission; the materials and

comments submitted by City staff and the its consultants; and the materials and comments submitted by the Developer and its consultants. At the conclusion of its review, the City Council approved a Final Planned Unit Development to construct a single story 5,600 square foot financial services building with associated parking lot located at 1150 County Road E, Arden Hills, Minnesota subject to the terms and conditions contained herein.

**4. TERMS AND CONDITIONS.** In consideration of the undertakings herein expressed and in compliance with the City's Development Regulations, the parties agree as follows:

**A. PUD.** Developer is hereby authorized and shall construct an approximately 5,600 square foot, single story building with associated parking consistent with the plans reviewed and approved by the City. Developer shall comply with all terms and conditions:

1. All conditions of the original Planned Unit Development shall remain in full force and effect.
2. 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.
3. The Planned Unit Development approval 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.
4. Prior to issuance of a grading permit, the Applicant shall enter into a Development Agreement.
5. All disturbed boulevards shall be restored with sod.

6. 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.
7. The proposed structures shall conform to all other regulations in the City Code.
8. A Grading and Erosion permit shall be obtained by the city's Engineering Division prior to commencing any grading, land disturbance or utility activities. 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.
9. 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.
10. 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.
11. Prior to issuance of a building permit, a landscape financial surety equal to 125% of the cost of the landscaping to be installed on the site shall be submitted. The Applicant must submit a detailed cost estimate for the landscaping so staff can determine the final amount. Landscape financial security shall be held for two full growing seasons.
12. This approval does not include signs. A separate sign permit is required for all proposed signage. All signage shall meet the requirements of Sign District 4.

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. Prior to the issuance Grading and Erosion permit, the Engineering Department shall review and approve final grading and utility plans in writing.

15. The property owners shall complete snow removal, maintenance, and replacement of all proposed sidewalks and trails unless a written agreement between the City and owner established a different requirement.

16. The signage on the north side of the building shall be on no later than 11:00 p.m.

**B. Required Improvements.** The project shall be completed in accordance with the submitted plans as amended by the conditions of approval. Any significant changes to these plans, as determined by the City Planner, shall require review and approval by the Planning Commission and City Council.

**C. Required Permits.** The Developer shall obtain all necessary permits, including, but not limited to, MPCA, NPDES, Rice Creek Watershed District, Ramsey County, and City Grading and Erosion Control Permits prior to the start of any site activity. Copies of all necessary permits shall be submitted to the City.

**D. Security.**

(1) The Developer shall submit a financial surety in the amount of 125% of the estimated costs of site improvements including grading, utilities, and paving, prior to the issuance of any development permits (“Site Improvements”). The financial surety shall be in the form of a letter of credit issued by a FDIC-insured Minnesota bank, and in substantially the same form as shown on Exhibit A or as reasonably acceptable to the City. The purpose of the letter of

credit is to ensure that site improvements are completed in the event that the Developer defaults on this Agreement. This letter of credit shall be cancelled, terminated and released upon certification by the City that Site Improvements are satisfactorily completed pursuant to this Agreement.

(2) The Developer shall submit a financial surety in the amount of 125% of the estimated costs of landscaping prior to the issuance of any development permits. The Developer must submit a detailed cost estimate for the landscaping. The financial surety shall be in the form of a letter of credit issued by a FDIC-insured Minnesota bank and in substantially the same form as shown on Exhibit A or as reasonably acceptable to the City. The purpose of the letter of credit is to ensure that landscaping is completed in the event that the Developer defaults on this Agreement. The City will hold the letter of credit for two (2) full years after the installation of landscaping. The letter of credit should not expire during the two-year period. This letter of credit shall automatically be cancelled, terminated and released on the date that is two (2) full years after the installation of the landscaping.

**E. Escrow.**

The Developer shall submit a cash escrow in the amount of 25% of the estimated costs of site improvements, including grading, utilities, and paving, prior to the issuance of any development permits. The escrow will be used for City costs related to review, approval, and inspection of site improvements or any costs incurred by the City in the event of a default by Developer.

**F. Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property. This Agreement, at the option of the City, shall be placed of record so as to give notice thereto

to any subsequent purchasers and encumbrances of all or any part of the Subject Property and all recording fees, if any, shall be paid by the Developer.

**G. Default.** The occurrence of any of the following shall be considered an “Event of Default” in the terms and conditions contained in this Agreement:

(1) Failure of Developer to comply with any of the terms and conditions contained in this Agreement if Developer fails to correct such failure within thirty (30) days after receiving written notice of such failure from the City, or if such failure cannot be reasonably cured within such thirty (30) day period, then the failure of the Developer to promptly commence the correction of such failure or to complete the correction of such failure within a reasonable period of time.

(2) The failure of Developer to comply with any applicable ordinance or statute with respect to the development of the Subject Property.

**H. Remedies.** Upon the occurrence of any Event of Default, the City, in addition to any other remedy which may be available to it, shall be permitted to do any of the following:

(1) City may make advances or take other steps to cure the default, and, where necessary, enter the Subject Property for that purpose. Developer shall pay all reasonable sums so advanced or reasonable expenses incurred by the City, upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default. Developer shall save, indemnify, and hold harmless, including reasonable attorney fees, the City from any liability or other damages which may be incurred as a result of the

exercise of the City's rights pursuant to this section, other than if arising, in whole or in part, because of the City's negligence or willful misconduct.

(2) Obtain an Order from a Court of competent jurisdiction requiring Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.

(3) Exercise any other remedies which may be available to it including an action for damages.

(4) Withhold the issuance of any or all building permits and/or prohibit the occupancy of all building(s) for which permits have been issued.

(5) In addition to the remedies and amounts payable as set forth herein, upon the occurrence of an Event of Default, Developer shall pay to the City all reasonable fees and expenses, including reasonable attorney, engineering and consulting fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

5. **NOTIFICATION INFORMATION**. Any notice to a Party shall be in writing and shall be deemed to have been given or delivered on the earlier to occur of when hand delivered to or otherwise actually received by such Party, or two (2) business days after it was sent to such Party by certified mail, return receipt requested, addressed to such Party as follows or to such other address as shall have been specified by such Party in a notice given pursuant to this Section:

If to the City:

Arden Hills City Administrator  
1245 Highway 96  
Arden Hills, MN 55112

If to Developer:

JAB REAL ESTATE, LLC  
4732 Perry Avenue North  
Crystal, MN, 55429  
Attention: Anders Haugen

6. **MODIFICATIONS**. This Agreement may be modified solely through written amendments hereto by the Developer, Property Owner and City.

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

*[Signatures on the following pages.]*

**Signature page to Planned Unit Development Agreement  
[Lifelong Wealth Advisors]**

**CITY OF ARDEN HILLS**

By: \_\_\_\_\_  
David Grant, Mayor

(SEAL)

And \_\_\_\_\_  
Julie Hanson, City Clerk

STATE OF MINNESOTA    )  
  ( ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **David Grant** and by **Julie Hanson**, respectively the Mayor and City Clerk of the City of Arden Hills, a Minnesota statutory city, on behalf of the City and pursuant to the authority granted by its City Council.

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

**DEVELOPER:**

**JAB REAL ESTATE, LLC**

By: \_\_\_\_\_  
Jeremy M. Lipinski  
Its President

STATE OF MINNESOTA    )  
  (ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Jeremy M. Lipinski**, the President of JAB Real Estate, LLC, a Minnesota limited liability company, on behalf of the limited liability company..

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

DRAFTED BY:  
CAMPBELL, KNUTSON  
*Professional Association*  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
Telephone: (651) 452-5000  
JJJ

**Exhibit A**

**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 Planned Unit Development Agreement 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 \_\_\_\_\_

Exhibit B

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