

COUNCIL MEMO FORM

7.1.A

Meeting Date	August 5, 2013
Agenda Section	Planning Commission
Item Description	RES/ Comprehensive Plan Land Use Amendment; Rum River Shores
Submitted By	Crystal Paumen, AICP, Associate Planner

BACKGROUND INFORMATION:

Landmark Development of Anoka is requesting an amendment to the 2030 Comprehensive Plan Land Use Map facilitate a single-family residential development.

The 22.5 developable acres is guided for two different land uses—low density residential on the western half and medium density residential on the eastern half. As shown in Exhibit A attached, the Low Density Residential area is approximately 12.8 acres and located entirely within the Rum River Wild and Scenic River District. The Medium Density Residential area is approximately 9.7 acres and located east of the Rum River Wild and Scenic River District. The comprehensive plan amendment request is for 9.7 acres generally located north of County Road 116, west of the Rum River Library and is located outside of the Rum River Wild and Scenic River District. The property is guided Medium Density Residential in the Comprehensive Plan and the applicant has requested an amendment to change the land use to Low Density Residential to facilitate a single-family residential development.

The Planning Commission held a public hearing for this item on July 9, 2013 and recommended approval of the proposed amendment.

FINANCIAL IMPACT:

NA

COUNCIL REQUESTED ACTION:

Adopt the resolution approving the Comprehensive Plan Land Use Map Amendment.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-XX

**A RESOLUTION AMENDING THE 2030 GENERAL LAND USE MAP
OF THE CITY OF ANOKA COMPREHENSIVE PLAN
(Rum River Shores)**

WHEREAS, Landmark Development of Anoka has requested an amendment to the 2030 General Land Use Map to change the 9.7 acres of land shown in Exhibit A generally located north of County Road 116, west of the Rum River Library and is located outside of the Rum River Wild and Scenic River District from Medium Density Residential to Low Density Residential to facilitate a single-family residential development;

WHEREAS, Minnesota State Statutes require a City's comprehensive plan to be consistent with the zoning ordinance;

WHEREAS, the property is zoned Sensitive Development District;

WHEREAS, the City of Anoka Planning Commission held a public hearing on July 9, 2013 regarding the proposed changes in land use for the property mentioned above;

WHEREAS, the City of Anoka Planning Commission made a recommendation to the Anoka City Council to amend the 2030 General Land Use Map changing the land use designation from Medium Density Residential to Low Density Residential;

NOW, THEREFORE LET IT BE RESOLVED THAT The Anoka City Council approves an amendment the 2030 General Land Use Map that would change the property as shown in Exhibit A from Medium Density Residential to Low Density Residential land use subject to Metropolitan Council review and approval.

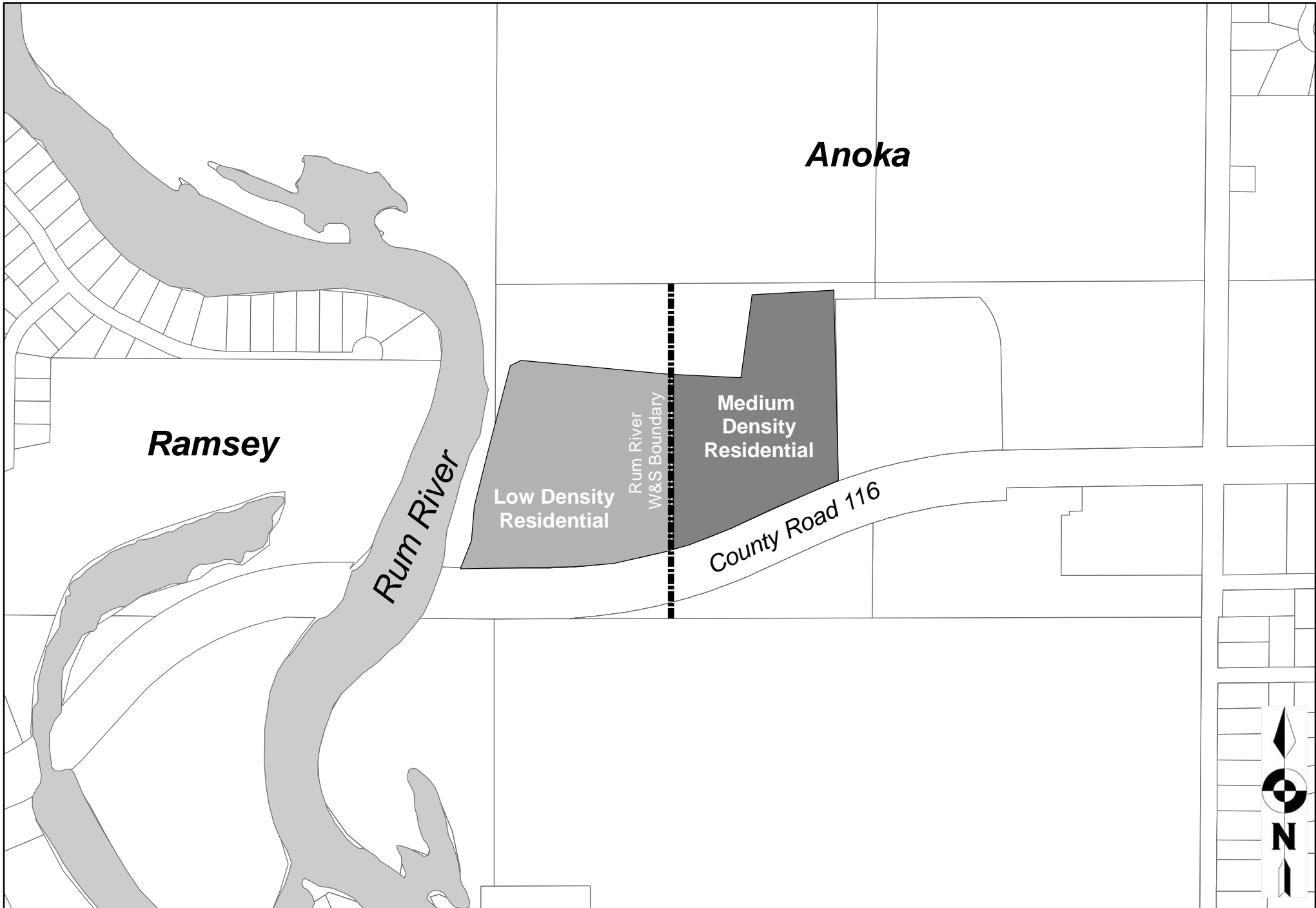
Adopted by the Anoka City Council this 5th day of August 2013.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

Exhibit A



COUNCIL MEMO FORM

7.1.B

Meeting Date	August 5, 2013
Agenda Section	Planning Commission
Item Description	ORD/Amending Chpt 74, Article V, Division 6, Section 74-270 Relating to Sensitive Development District. (2 nd reading)
Submitted By	Crystal Paumen, AICP, Associate Planner

BACKGROUND INFORMATION:

A 1st reading on this item was held on July 15, 2013. The City of Anoka is proposing amendments to the zoning code pertaining to the Sensitive Development District that would allow for single family residential in the area west of the Rum River Library. The Sensitive Development District ordinance was drafted and approved in 2010. At that time, the land west of the Rum River Library was guided Medium Density Residential in the 2030 Land Use Map in the Comprehensive Plan. When the Developer presented to the City Council in April and was chosen as the preferred developer to prepare a plat for the City to consider for the city owned land north of County Road 116 and east of the Rum River, the Council guided the Developer to come up with a plan that included single family lots to provide a high-end single family housing product that is currently not available within the City of Anoka to provide more housing options for the public and fulfill life-cycle housing in the City. The Comprehensive Plan Map Amendment will be considered as a separate item.

PROPOSED AMENDMENTS

Attached to this report are the proposed text changes to Anoka City Code Chapter 74, Section 74-270 relating the Sensitive Development District. Deletions are shown in ~~strikethrough~~ font, and additions are underlined.

The proposed amendments include:

- Allow the zoning to permit single family use east of the Wild and Scenic Boundary.
- The lot sizes east of the Wild and Scenic area may be reduced to 10,000 square feet. This lot size is consistent with the R-1 Single Family Residential zoning district.
- The proposed change in the ordinance is to remove the provision that the garage must be stepped back 5 feet from the front line of the house. When the original ordinance was created in 2010 and the front-facing garage design features were discussed, the main focus of the discussion was providing design elements that aimed at eliminating the garage being the dominate feature of the house and the public view from the street.

The Planning Commission held the public hearing on July 9, 2013. The Planning Commission discussed the provision regarding the garage stepped back 5 feet from the front of the house at length. The decision was to apply the provision to the property south of County Road 116 only and was recommended to the City Council for approval unanimously as written.

FINANCIAL IMPACT:

None

COUNCIL REQUESTED ACTION:

Hold the second reading and adopt the Ordinance.

CITY OF ANOKA

ORDINANCE NO. 2013-xxx

**AN ORDINANCE AMENDING CHAPTER 74 OF THE ANOKA CITY CODE,
ARTICLE V, DIVISION 6, SECTION 74-270 SENSITIVE DEVELOPMENT DISTRICT**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff of Chapter 74, Article V, Division 6, Section 74-270 Sensitive Development District, by an affirmative vote of a majority of the Anoka City Council members present, is hereby to be amended as shown on Exhibit A attached hereto, with stricken text deleted and underlined text inserted.

SECTION 2: This Ordinance shall be in full force and effective upon passage and seven days after publication.

Phil Rice, Mayor

Amy T. Oehlers, City Clerk

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

	Aye	Nay	Abstain	Absent
Rice	_____	_____	_____	_____
Anderson	_____	_____	_____	_____
Freeburg	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

CHAPTER 74. ZONING

ARTICLE V. District Regulations

DIVISION 6. Overlay Districts

Section 74-270 Sensitive Development District

- (a) Purpose and Intent. The purpose and intent of the Sensitive Development District is to create residential development that is designed to prevent and mitigate irreversible damage to natural resources and to preserve and enhance their values to the public. Development shall be regulated to minimize the risk of environmental damage to these areas. This is accomplished through density control, lot size, public land dedication and tree preservation. Residential development in these areas should encourage creativity, variety and use of quality materials. River use and recreation on and along the Rum River is encouraged as the Rum River is viewed as a recreational asset to the City.
- (b) Establishment of District Boundaries. Boundaries for the Sensitive Development District are as shown on the Official Zoning Map.
- (c) Applicability. In the event other City ordinances or State Statutes address the same topics covered in this Section, the more restrictive language shall apply.
- (d) Uses. Permitted, interim, accessory, and prohibited uses in this district shall be governed by the R-1, Single Family District with the following exceptions:
 - (1) Conditional uses in the R-1 district shall be prohibited in the Sensitive Development District.
 - (2) Townhouse use is permitted east of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24 ~~and east of the easterly line of the west half of the southwest quarter of the southwest quarter of Section 30, Township 32, Range 24.~~
 - (3) ~~Single family use is prohibited east of the easterly line of the west half of the southwest quarter of the southwest quarter of Section 30, township 32, Range 24.~~
- (e) Lot requirements. The lot area requirements for the Sensitive Development District are as follows:
 - (1) Every lot within the Rum River Wild and Scenic River District on which a single-family dwelling is to be erected shall not be less than 15,000 square feet. Every lot not within the Rum River Wild and Scenic River District on which a single-

family dwelling is to be erected shall not be less than 12,500 square feet **except for lots east of the easterly line of the west half of the southwest quarter of the southwest quarter of Section 30, Township 32, Range 24 may be a minimum of 10,000 square feet.**

- (2) Townhouse lot area regulations: The minimum lot area per dwelling unit shall not be less than 4,500 square feet.
 - (3) Every lot on which a single-family dwelling is to be erected shall not be less than ~~85~~ **75** feet in width, nor less than 120 feet in depth. Lots on cul- de-sac streets shall have a minimum frontage of 50 feet on the right-of-way line.
 - (4) In no case shall the impervious surface coverage of a non-riparian single family lot exceed 35 percent of the area of the lot. Lots within the Rum River Wild and Scenic River District shall not exceed a 25 percent impervious surface coverage. Impervious surface coverage for townhomes shall not exceed 50 percent of the area of the lot.
 - (5) Lots within the Rum River Wild and Scenic River District shall be governed by requirements set forth in the Minnesota Department of Natural Resources Rum River Wild and Scenic Regulations and the City of Anoka Rum River Protection ordinance.
- (f) Density. No more than 45 single family lots may be created west of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24. No more than 60 townhouse lots or 35 single family lots may be created east of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24. Residential densities in all other Sensitive Development District areas shall be governed by lot size requirements listed in this Section.
- (g) Front, side, and rear yard requirements. Front, side, and rear yard requirements shall be governed by the R-1, Single Family District standards for single family use and by R-3, Low Density Multiple Family District standards for townhomes.
- (h) Maximum building height. The maximum building height shall be governed by the R-1, Single Family District standards for single family use and by R-3, Low Density Multiple Family District standards for townhomes.

- (i) Special regulations. Special regulations in the Sensitive Development District shall be as follows:
 - (1) Riparian lots may only be used for public purpose. Private docks may be located on public lands provided agreements are in place to allow such docks. Any installation of docks must meet regulations set forth by the Minnesota Department of Natural Resources and the City of Anoka. Any other public uses of land shall follow regulations set forth in the City of Anoka Rum River Protection ordinance.
 - (2) Any lot line of non-riparian lots west of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24 must be setback a minimum of 220 feet from the property line of the river.
 - (3) Planned Unit Developments (PUD's) are not permitted within the Sensitive Development Overlay District.
 - (4) Private lots may not be located upon any existing public easements used for trail purposes.
- (j) Tree Preservation/Reforestation.
 - (1) Any tree removal must meet regulations set forth in other Sections of this Code including, but not limited to, the Rum River Protection and Tree Preservation sections.
 - (2) Each single family lot shall be required to have a minimum of four trees on the lot. Trees shall be a minimum of 2 1/2 inches in diameter if deciduous, or six (6) feet in height if coniferous, measured at 4.5 feet above ground. Trees that exist on a newly subdivided lot may be used towards this calculation.
 - (3) Each single family lot shall be required to have a total of ten shrubs located on the lot, four of which shall be located in the required front yard.
- (k) Architectural control.
 - (1) No more than one single-family dwelling with the same exterior configuration shall be erected on any five abutting, contiguous, successive or adjoining lots starting at any point, leading in any direction or around any corner.
 - (2) Garages.

- a. Side or Rear Entry Garages. For single family dwellings, the primary garage entry may face either the rear or side property line, but shall not face the interior of the lot. If this option is chosen, only seven (7) design features in part (4) below shall be required. Driveways leading to the garage shall be no greater than 12 feet wide starting at the front property line until a point eight (8) feet in front of the front line of the garage.
- b. Front Facing Garages. For single family dwellings, if the primary garage entry faces the right-of-way, the following design features shall be required:
 - 1. The garage must be stepped back 5 feet from the front line of the house **for property that is zoned Sensitive Development and is located south of County Road 116.**
 - 2. Windows on the garage door.
 - 3. Decorative paneling. Flat front garage doors are prohibited.
 - 4. The color of the garage door must be similar to that of the house.
- c. For townhouses, the primary garage entry door shall be located at the rear of the unit.

(3) Design Elements for Single Family and Townhouses.

- a. At least 75% of the opaque materials of the front façade must consist of two of the following materials*:
 - 1. Brick, stone (if 75% of the façade is brick or stone a second material is not required).
 - 2. Wood
 - 3. Cement board lap siding with accent shakes.
 - 4. Vinyl or Aluminum Siding (no more than 30% of the front façade shall consist of vinyl or aluminum siding).

* Other additional materials may be used only if 75% of the façade consists of materials listed above.

A minimum of eleven (11) design features listed below must be incorporated into the design of each house unless otherwise specified in other parts of this section.

- b. At least four (4) design features from the following list must be used in construction of a residential building:

1. Change in elevation of roof ridge.
2. Change in direction of roof ridge.
3. Roof with dormers (minimum of two (2) dormers, unless Eyebrow Dormer).
4. Bay or Oriel Window.
5. Porch or Veranda (covering a minimum of 40% of the overall width of the front façade and a minimum of eight (8) feet in depth).
6. Portico or Shed Roof Accent over the front entry (minimum covered area of 4' by 10').
7. Façade modulation (other than items listed herein; minimum of 12 inches in depth)
8. Roof overhangs (minimum 12 inches on front, side and rear elevations).
9. Roof pitch of 8-12 or 12-12.

c. At least three (3) design features from the following list must be used in construction of a residential building:

1. Hip roof.
2. Gable accent.
3. Side-by-side windows (within 8"; minimum of 50% of windows in each story)
4. Door sidelight(s)
5. Door transom.
6. Window transom.
7. Side garage bump-out (minimum size 3' by 10', exclusive of garage area).

d. The remaining four (4) items may be selected from the following list or from the items listed above.

1. Decorative door architrave.
2. Decorative window architrave.
3. Decorative window cornice,
4. Decorative trim molding (including, at a minimum, fascia, soffit & corner trim).
5. Architectural elements (e.g. quoins, pilasters, soldier courses, friezes, cornices, dentils, etc.
6. Pent roof or pent roof return.
7. Accent siding.
8. Shutters (all front, rear and side elevations).
9. Window grids (permanent).
10. Decorative front door (minimum 25% glazing).
11. Decorative gable vents.
12. Keystone (over all first floor, front façade windows and doors).

- (1) Enforceability. Violation. Unless expressly provided otherwise, it shall be a misdemeanor for any person or entity to violate any provisions of the City Code, including this Section, any rule or regulation adopted in pursuance of any such provision, or any other order lawfully enforcing the City Code or this Section. The term “misdemeanor” is defined in Minnesota Statutes Section 609.02, subd. 3, as amended. In addition to seeking prosecution of a violation as a misdemeanor, the City may separately, or in conjunction with the misdemeanor prosecution, bring an action for specific performance to enforce any provisions of the City Code, including this Section, any rule or regulation adopted in pursuance of such provision, or any order lawfully enforcing the City Code, including this Section.

STAFF REPORT



A-2013-9a
Zoning Text Amendment
Chapter 74, Article V, Division 6, Sections 74-270
Sensitive Development District
City of Anoka
July 9, 2013

BACKGROUND INFORMATION

The City of Anoka is proposing amendments to the zoning code pertaining to the Sensitive Development District that would allow for single family residential in the area east of the Rum River Library. The Sensitive Development District ordinance was drafted and approved in 2010. At that time, the land west of the Rum River Library was guided Medium Density Residential in the 2030 Land Use Map in the Comprehensive Plan (see map). When the Developer presented to the City Council in April and was chosen as the preferred developer to prepare a plat for the City to consider for the city owned land north of County Road 116 and east of the Rum River, the Council guided the Developer to come up with a plan that included single family lots to provide a high-end single family housing product (\$400-650,000) that is currently not available within the City of Anoka to provide more housing options for the public. The Comprehensive Plan Map Amendment will be considered as a separate item.

The proposed text amendments outlined in summary below accomplish the following goals:

- Allow the zoning to permit single family use east of the Wild and Scenic Boundary as shown on the map and labeled "Townhomes" which is the current permitted use (approximately 9.7 acres). As currently written, the existing ordinance prohibits single family use east of the Rum River Wild and Scenic Boundary (west of the Rum River Library) and only townhomes are permitted.
- The lot sizes east of the Wild and Scenic area may be 10,000 square feet. (see map) This lot size is consistent with the R-1 Single Family Residential zoning district. The current ordinance states the minimum lot size is 12,500 square feet for this area. This size was intended more specifically for the land south of the High School, which is also zoned Sensitive Development District, to allow for more tree preservation. The land north of County Road 116 that is to be development is an open farm field with the remaining tree canopy preserved under the conservation easement established in 2007.
- Under architectural control, pertaining to front facing garages, there are 4 design features that are required to be incorporated for front facing garages. The proposed change in the ordinance is to remove the provision that the garage must be stepped back 5 feet from the front line of the house. When the original ordinance was created in 2010 and the front-facing garage design features were discussed, the main focus of the discussion was

providing design elements that aimed at eliminating the garage being the dominate feature of the house and the public view from the street. At that time, there weren't housing plans being proposed and the discussion was conceptually. The Builder for the proposed Rum River Heights development states this provision is difficult to meet. Included in the packet are samples of housing elevations that the Builder is planning to build. As shown in the pictures, the housing illustrations provide varying architectural features and design elements that address the concerns about garages dominating the public view in the development. The remaining 3 design features provide visually appealing facades. All other architectural control will be met with the house proposed construction.

PROPOSED AMENDMENT

The following shows the proposed text changes to Anoka City Code Chapter 74. Deletions are shown in ~~strikethrough~~ font, and additions are **underlined**.

CHAPTER 74. ZONING

ARTICLE V. District Regulations

DIVISION 6. Overlay Districts

Section 74-270 Sensitive Development District

- (a) Purpose and Intent. The purpose and intent of the Sensitive Development District is to create residential development that is designed to prevent and mitigate irreversible damage to natural resources and to preserve and enhance their values to the public. Development shall be regulated to minimize the risk of environmental damage to these areas. This is accomplished through density control, lot size, public land dedication and tree preservation. Residential development in these areas should encourage creativity, variety and use of quality materials. River use and recreation on and along the Rum River is encouraged as the Rum River is viewed as a recreational asset to the City.
- (b) Establishment of District Boundaries. Boundaries for the Sensitive Development District are as shown on the Official Zoning Map.
- (c) Applicability. In the event other City ordinances or State Statutes address the same topics covered in this Section, the more restrictive language shall apply.
- (d) Uses. Permitted, interim, accessory, and prohibited uses in this district shall be governed by the R-1, Single Family District with the following exceptions:
 - (1) Conditional uses in the R-1 district shall be prohibited in the Sensitive Development District.
 - (2) Townhouse use is permitted east of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24 ~~and east of the easterly line of the west half of the~~

~~southwest quarter of the southwest quarter of Section 30, Township 32, Range 24.~~

- (3) ~~Single family use is prohibited east of the easterly line of the west half of the southwest quarter of the southwest quarter of Section 30, township 32, Range 24.~~
- (e) Lot requirements. The lot area requirements for the Sensitive Development District are as follows:
 - (1) Every lot within the Rum River Wild and Scenic River District on which a single-family dwelling is to be erected shall not be less than 15,000 square feet. Every lot not within the Rum River Wild and Scenic River District on which a single-family dwelling is to be erected shall not be less than 12,500 square feet **except for lots east of the easterly line of the west half of the southwest quarter of the southwest quarter of Section 30, Township 32, Range 24 may be a minimum of 10,000 square feet.**
 - (2) Townhouse lot area regulations: The minimum lot area per dwelling unit shall not be less than 4,500 square feet.
 - (3) Every lot on which a single-family dwelling is to be erected shall not be less than 85 feet in width, nor less than 120 feet in depth. Lots on cul-de-sac streets shall have a minimum frontage of 50 feet on the right-of-way line.
 - (4) In no case shall the impervious surface coverage of a non-riparian single family lot exceed 35 percent of the area of the lot. Lots within the Rum River Wild and Scenic River District shall not exceed a 25 percent impervious surface coverage. Impervious surface coverage for townhomes shall not exceed 50 percent of the area of the lot.
 - (5) Lots within the Rum River Wild and Scenic River District shall be governed by requirements set forth in the Minnesota Department of Natural Resources Rum River Wild and Scenic Regulations and the City of Anoka Rum River Protection ordinance.
- (f) Density. No more than 45 single family lots may be created west of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24. No more than 60 townhouse lots or 35 single family lots may be created east of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24. Residential densities in all other Sensitive Development District areas shall be governed by lot size requirements listed in this Section.
- (g) Front, side, and rear yard requirements. Front, side, and rear yard requirements shall be governed by the R-1, Single Family District standards for single family use and by R-3, Low Density Multiple Family District standards for townhomes.
- (h) Maximum building height. The maximum building height shall be governed by the R-1, Single Family District standards for single family use and by R-3, Low Density Multiple Family District standards for townhomes.

- (i) Special regulations. Special regulations in the Sensitive Development District shall be as follows:
 - (1) Riparian lots may only be used for public purpose. Private docks may be located on public lands provided agreements are in place to allow such docks. Any installation of docks must meet regulations set forth by the Minnesota Department of Natural Resources and the City of Anoka. Any other public uses of land shall follow regulations set forth in the City of Anoka Rum River Protection ordinance.
 - (2) Any lot line of non-riparian lots west of the westerly line of the southeast corner of the northwest quarter of Section 31, Township 32, Range 24 must be setback a minimum of 220 feet from the property line of the river.
 - (3) Planned Unit Developments (PUD's) are not permitted within the Sensitive Development Overlay District.
 - (4) Private lots may not be located upon any existing public easements used for trail purposes.
- (j) Tree Preservation/Reforestation.
 - (1) Any tree removal must meet regulations set forth in other Sections of this Code including, but not limited to, the Rum River Protection and Tree Preservation sections.
 - (2) Each single family lot shall be required to have a minimum of four trees on the lot. Trees shall be a minimum of 2 1/2 inches in diameter if deciduous, or six (6) feet in height if coniferous, measured at 4.5 feet above ground. Trees that exist on a newly subdivided lot may be used towards this calculation.
 - (3) Each single family lot shall be required to have a total of ten shrubs located on the lot, four of which shall be located in the required front yard.
- (k) Architectural control.
 - (1) No more than one single-family dwelling with the same exterior configuration shall be erected on any five abutting, contiguous, successive or adjoining lots starting at any point, leading in any direction or around any corner.
 - (2) Garages.
 - a. Side or Rear Entry Garages. For single family dwellings, the primary garage entry may face either the rear or side property line, but shall not face the interior of the lot. If this option is chosen, only seven (7) design features in part (4) below shall be required. Driveways leading to the garage shall be no greater than 12 feet wide starting at the front property line until a point eight (8) feet in front of the front line of the garage.

- b. Front Facing Garages. For single family dwellings, if the primary garage entry faces the right-of-way, the following design features shall be required:

1. ~~The garage must be stepped back 5 feet from the front line of the house.~~
2. Windows on the garage door.
3. Decorative paneling. Flat front garage doors are prohibited.
4. The color of the garage door must be similar to that of the house.

- c. For townhouses, the primary garage entry door shall be located at the rear of the unit.

(3) Design Elements for Single Family and Townhouses.

- a. At least 75% of the opaque materials of the front façade must consist of two of the following materials*:

1. Brick, stone (if 75% of the façade is brick or stone a second material is not required).
2. Wood
3. Cement board lap siding with accent shakes.
4. Vinyl or Aluminum Siding (no more than 30% of the front façade shall consist of vinyl or aluminum siding).

* Other additional materials may be used only if 75% of the façade consists of materials listed above.

A minimum of eleven (11) design features listed below must be incorporated into the design of each house unless otherwise specified in other parts of this section.

- b. At least four (4) design features from the following list must be used in construction of a residential building:

1. Change in elevation of roof ridge.
2. Change in direction of roof ridge.
3. Roof with dormers (minimum of two (2) dormers, unless Eyebrow Dormer).
4. Bay or Oriel Window.
5. Porch or Veranda (covering a minimum of 40% of the overall width of the front façade and a minimum of eight (8) feet in depth).
6. Portico or Shed Roof Accent over the front entry (minimum covered area of 4' by 10').
7. Façade modulation (other than items listed herein; minimum of 12 inches in depth)
8. Roof overhangs (minimum 12 inches on front, side and rear elevations).
9. Roof pitch of 8-12 or 12-12.

c. At least three (3) design features from the following list must be used in construction of a residential building:

1. Hip roof.
2. Gable accent.
3. Side-by-side windows (within 8"; minimum of 50% of windows in each story)
4. Door sidelight(s)
5. Door transom.
6. Window transom.
7. Side garage bump-out (minimum size 3' by 10', exclusive of garage area).

d. The remaining four (4) items may be selected from the following list or from the items listed above.

1. Decorative door architrave.
2. Decorative window architrave.
3. Decorative window cornice,
4. Decorative trim molding (including, at a minimum, fascia, soffit & corner trim).
5. Architectural elements (e.g. quoins, pilasters, soldier courses, friezes, cornices, dentils, etc.
6. Pent roof or pent roof return.
7. Accent siding.
8. Shutters (all front, rear and side elevations).
9. Window grids (permanent).
10. Decorative front door (minimum 25% glazing).
11. Decorative gable vents.
12. Keystone (over all first floor, front façade windows and doors).

- (l) **Enforceability. Violation.** Unless expressly provided otherwise, it shall be a misdemeanor for any person or entity to violate any provisions of the City Code, including this Section, any rule or regulation adopted in pursuance of any such provision, or any other order lawfully enforcing the City Code or this Section. The term "misdemeanor" is defined in Minnesota Statutes Section 609.02, subd. 3, as amended. In addition to seeking prosecution of a violation as a misdemeanor, the City may separately, or in conjunction with the misdemeanor prosecution, bring an action for specific performance to enforce any provisions of the City Code, including this Section, any rule or regulation adopted in pursuance of such provision, or any order lawfully enforcing the City Code, including this Section.

RECOMMENDATION

Staff recommends proposed changes to the ordinance. As stated in the report, staff believes the proposed changes are reasonable and appropriate land use and zoning changes.

Crystal Paumen, ACIP
Associate Planner

COUNCIL MEMO FORM

7.1.C

Meeting Date	August 5, 2013
Agenda Section	Planning Commission
Item Description	RES;/Preliminary Plat; Rum River Shores
Submitted By	Crystal Paumen, ACIP, Associate Planner

BACKGROUND INFORMATION:

Landmark Development of Anoka is requesting preliminary plat approval for a 44 single family lot subdivision. The property is zoned Sensitive Development District and the developable property is approximately 22.5 acres. The portion proposed to be developed into single family lots is part of a larger system of property that now has a conservation easement over the property. In 2007, a perpetual conservation easement was granted by the City of Anoka over approximately 200 acres to the north. The property retained for development is the 22.5 acres that is a currently a farm field. There is an additional strip of property about 100 feet wide immediately adjacent to the Rum River that is also part of the conservation easement. The City of Anoka is the property owner and the Anoka County Conservation District administers the easement and management plan. The preliminary plat proposal is for 44 single family lots with one access point off of County Road 116/Bunker Lake Boulevard and another public street connection to 6th Avenue, north of the Anoka County Library.

The residential subdivision also includes a proposal to mitigate erosion on the riverbank that is being undermined along the Rum River west of the subdivision. Photos of the current condition are included in the packet. The role of the Planning Commission is to review the regulatory authority of this proposal. The area is owned by the City of Anoka and has a conservation easement over the property. The Anoka Conservation District is responsible to oversee the conservation easement documents and management plan to review that all improvements within the easement are consistent with the conservation values. In general, the easement is intended to provide a public benefit by protection of natural habitat of fish, wildlife and plants; protection of the water quality of the Rum River; preserving the open and natural character of the protected property for low-impact recreation and scenic enjoyment by the general public within the property and from the Rum River; and protection of natural habitat for wildlife and plants, both terrestrial and aquatic. The complete proposal includes stabilizing the toe (bottom of the slope where land meets the water), removing the vegetation on the bluff, replanting with native plant species that will screen views from the river, and regrading the bank to create a middle tier trail and easier access to the toe in the future. The two tiers will be graded at a 3:1 slope with the trail in the middle of the slope on the shelf.

On May 20th, the Conservation District Board met and approved moving forward with a river bank plan and directed the District Manager to work with the Developer to come up with a design that is consistent with the conservation values and design a tier trail approach to stabilize the bank. From the toe of the Rum River, the 1st tier would be a 3:1 slope and then it would flatten out like a shelf where a trail would be located. The 2nd tier would be a 3:1 slope and then would flatten to the private single family lots. The discussion of the Conservation District Board focused on stabilizing the toe and protecting the water quality of the river which is a priority of the Conservation District.

The timing of the development and the opportunity to partner with the Developer now for funding, design, and labor are key components to the discussion of this project. The riverbank restoration is a partnership with the Anoka County Conservation District, Developer, Minnesota DNR, City of Anoka, and Lower Rum River Water Management Organization. Right now there is an opportunity to get greater access to the bank and toe with more choices to stabilize the bank and most likely a less costly method to stabilize and address the erosion that is occurring on the bank. The goal is to protect the river long-term, preserve water quality, stabilize the bank, take out the invasive species, replant with appropriate vegetation and monitor the area to create a stable slope.

The new vegetation will be maintained in a natural state (not “manicured”) in perpetuity so that as the trees and plants mature, they will screen views of the homes from the river.

Generally, any subdivision within the City of Anoka is required to pay park dedication fees per unit created. The Anoka Park Board recommends the City Council accept the cash in lieu of land for the park dedication. The fee as adopted in the Anoka Master Fee Schedule is \$2,543 per unit. On May 21, 2013 the Park Board voted unanimously to recommend that no park dedication funds be used for the proposed bank modification/restoration, as noted via the developer’s original request. On July 2, 2013 the Park Board unanimously approved to recommend that if the official report comes back from the DNR approving the river bank restoration project as a viable and best practice, the Park Board approves implementation. On July 9, 2013, the Planning Commission held a public hearing on the preliminary plat. Public testimony was received regarding concerns about the riverbank restoration project in the conservation easement, moving the trail closer to the river and inviting more people closer to the river that may cause additional theft and loitering, the road connection to the east north of the library and impacts to the conservation easement, and available parking for visitors in the Anoka Nature Preserve since the library parking lot is full and the off-street parking will be removed with the street connection to 6th Avenue.

There is a trailhead planned north of the library that will have a playground and 8-12 parking spaces for the people visiting the Anoka Nature Preserve. A sidewalk and trail system connects the Anoka Nature Preserve and trailhead to the neighborhood. The City is working with the DNR, Anoka Conservation District, and the Developer to design a plan for the riverbank. Final design of the riverbank restoration project shall be reviewed by the Department of Natural Resources and Anoka Conservation District.

FINANCIAL IMPACT:

\$100,000 for the river bank restoration

COUNCIL REQUESTED ACTION:

Adopt the resolution approval the preliminary plat for Rum River Shores.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-XX

**PRELIMINARY PLAT APPROVAL
RUM RIVER SHORES**

WHEREAS, Landmark Development of Anoka proposes to plat the 22.5-acre site generally located west of 7th Avenue, north of County Road 116, and east of the Rum River. The plat creates 44 single-family lots and four outlots.

WHEREAS, the property is zoned Sensitive Development District;

WHEREAS, the Lower Rum River Watershed Management Organization reviewed the proposed storm water and grading plans and approved the plan with conditions;

WHEREAS, the Preliminary Plat meets all applicable city zoning and subdivision ordinances;

WHEREAS, the Anoka Planning Commission held a public hearing after proper legal notice on July 9, 2013 and the Planning Commission recommended approval of the application with conditions.

NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby approves the preliminary plat for Rum River Shores with the following conditions:

1. The developer shall enter into a Development Agreement with the City of Anoka upon final plat approval.
2. The developer shall comply with the LRRWMO approval and permit for the drainage, grading and erosion control.
3. Improvements within the Anoka County right-of-way require necessary County permits. The Anoka County Highway Department Engineering Plan Review process will apply to this site.
4. The developer must submit electronic as-built surveys of all homes to the City of Anoka Engineering Department.

5. The Developer and/or Homeowners Association shall maintain the stormwater facilities not within the public right-of-way. The City reserves the right to inspect and enforce storm water rules and maintenance of the facilities on the site.
6. All rain gardens shall be owned and maintained by the Homeowners Association. The rain garden will need to be constructed and installed according to current MPCA requirements.
7. The storm water outfall to the Rum River would require a DNR permit if it is placed below the Ordinary High Water (OHW) of the river and Minnesota Pollution Control Agency (MPCA) standards for discharges to Outstanding Resource Value Waters shall be met.
8. No more than one single-family dwelling with the same exterior configuration can be erected on any five abutting, contiguous, successive or adjoining lots. This shall be approved administratively through the building permit process.
9. Final design of the riverbank restoration shall be reviewed by the Department of Natural Resources and Anoka Conservation District.
10. Final plans including but not limited to grading, utility, and stormwater management shall be approved by the City Public Services Department.
11. All public trails shall be located within easements and dedicated to the City.
12. The Developer shall pay a park dedication fee of \$107,140 prior to recording of the final plat.
13. Developer shall work with City and Library to screen and buffer between the private lots and the Rum River Library.
14. Pond A, located in the conservation easement shall be approved by the Anoka Conservation District.

Adopted by the Anoka City Council this the 5th day of August 2013.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

STAFF REPORT



Application A2013-9b
Preliminary Plat, Comprehensive Plan Map Amendment
Rum River Shores
Landmark Development of Anoka
July 9, 2013

BACKGROUND

Landmark Development of Anoka is requesting an amendment to the 2030 Comprehensive Plan Land Use Map and preliminary plat approval for a 44 single family lot subdivision. The property is zoned Sensitive Development District and the developable property is approximately 22.5 acres. The portion proposed to be developed into single family lots is part of a larger system of property that now has a conservation easement over the property. In 2007, a perpetual conservation easement was granted by the City of Anoka over approximately 200 acres to the north. The property retained for development is the 22.5 acres that is a currently a farm field. There is an additional strip of property about 100 feet wide immediately adjacent to the Rum River that is also part of the conservation easement. The City of Anoka is the property owner and the Anoka County Conservation District administers the easement and management plan. The preliminary plat proposal is for 44 single family lots with one access point off of County Road 116/Bunker Lake Boulevard and another public street connection to 6th Avenue, north of the Anoka County Library.

The 22.5 developable acres is guided for two different land uses—low density residential on the western half and medium density residential on the eastern half. As shown in Exhibit A attached, the Low Density Residential area is approximately 12.8 acres and located entirely within the Rum River Wild and Scenic River District. The Medium Density Residential area is approximately 9.7 acres and located east of the Rum River Wild and Scenic River District. The comprehensive plan amendment request is for 9.7 acres generally located north of County Road 116, west of the Rum River Library and is located outside of the Rum River Wild and Scenic River District. The property is guided Medium Density Residential in the Comprehensive Plan and the applicant has requested an amendment to change the land use to Low Density Residential to facilitate a single-family residential development.

City Code requires every proposed subdivision to be submitted to the City in the form of a preliminary plat for Planning Commission and City Council approval. If the preliminary plat is approved, the applicant must submit a subsequent (or concurrent) final plat application for City Council review and approval. A portion of this property is within the Rum River Wild and Scenic boundary. As such, any residential lots platted within this boundary must be 15,000 square feet. The DNR has reviewed the plat request and has commented on the plat based on requirements of the DNR.

Attached for your review:

- Site Location Map
- 2030 Comprehensive Plan Land Use Map
- Preliminary Plat Materials (Existing Conditions, Site Plan, Utilities)
- Landscape Plan
- Tree Preservation Plan
- Letter from Anoka County Highway Department
- Emails from the Minnesota DNR
- Color renderings of the housing types
- Riverbank pictures and illustration, landscape plan

2030 COMPREHENSIVE PLAN LAND USE MAP AMENDMENT

Surrounding Land Uses

	EXISTING USES	ZONING DISTRICT DESIGNATION	CURRENT LAND USE DESIGNATION
NORTH	Anoka Nature Preserve	R-F Rural Farm	Park and Recreation
WEST	Undeveloped	Sensitive Development District	Low Density Residential
SOUTH	Ice Arena and Soccer Fields	R-F Rural Farm	Park and Recreation
EAST	Rum River Library	R-F Rural Farm	Institutional

Comprehensive Plan Goals and Policies

The goals and policies summarized from various chapters of the Anoka Comprehensive Plan may help frame the discussion and issues when considering the land use designation change.

Land Use Plan

The Comprehensive Plan lays out general criteria to consider when designating land use. When creating zoning ordinances, this criterion is considered as a base, and the zoning ordinance typically regulates density, uses, etc. further.

Land Use Plan

The Low Density Residential category encourages single-family homes. The following are the guidelines and criteria for development within low-density residential areas:

- Four units per acre
- Type of dwellings allowed are single-family, detached dwellings.
- Generally lower densities on the interior, and not suggested for areas adjacent to principal and intermediate arterials.

- Should be located near neighborhood parks and playgrounds including a defined walkway that connects most homes; neighborhood shopping facilities within a five-minute drive.

The land use section of the comprehensive plan also outlines five goals to consider when reviewing land use. One of those goals is to encourage a land use balance, a mix of housing opportunities, and life cycle housing. The City of Anoka's housing stock ranges in both value and design. Much of the housing stock is affordable for first time homebuyers, but there is a lack of new housing in the \$350,000 to \$500,000 range. The proposed development provides housing in that price range, and allows Anoka to compete with Andover, Coon Rapids, Ramsey, and Blaine for that market and provides another housing choice.

Housing Plan

The Housing section supports a mix of housing types to meet the needs of current and future residents. The goals that apply to this request include:

- To achieve an appropriate balance among housing types through land use and zoning regulations.
- To encourage home ownership, in detached housing units.
- To encourage higher income families.

The housing policies that relate to these goals include:

- Analyze neighborhood utilities, transportation networks, buffers between different zoning districts and building trends, including new construction and alterations.
- Provide a balance of various housing types to serve "life cycle" housing needs in the City.
- Market to retain upwardly mobile families and empty nesters who are leaving the City for lack of housing choices.

Transportation

The site will have access from the new intersection at County Road 116 and via the intersection northeast of the library connecting to 6th Avenue. The proposed change from medium density to low density will reduce the land use density thereby reducing the anticipated traffic volumes. As part of this development, the intersection at County Road 116 will be completed and will be signaled.

PRELIMINARY PLAT ANALYSIS

The 22.5-acre site proposed to be developed is part of a parcel that is City owned. The proposed subdivision would create 44 single-family lots.

Lots

The preliminary plat is 44 single family lots located along internal public streets. The lots range in size from 10,289 square feet to 24,597 square feet. All lots meet or exceed the Sensitive

Development District lot area and yard requirements. Requirements are as follows:

- 10,000 square feet not within the Rum River Wild and Scenic River District; 15,000 square feet within Rum River Wild and Scenic River District.
- 75' width with an additional 10' on corner lots.
- 120' depth.
- 25' front yard setback, 10' side yard setback, 5' side yard for accessory structures.
- 25' rear setback.
- 35' maximum for structure height.
- Impervious surface coverage: 25% for lots within the Rum River Wild and Scenic River District; 35% other lots

There are eight outlots proposed for the plat.

1. Outlot A: rain garden and future trail connection, owned by Homeowners Association (HOA)
2. Outlot B: large rain garden, owned and maintained by the HOA
3. Outlot C: stormwater pond, owned by HOA
4. Outlot D: vacant property with tree cover and prairie grass, south of the new road connection to 6th Avenue, City owned
5. Outlot E: future development, City owned
6. Outlot F: future development, City owned
7. Outlot G: conservation easement (part of Anoka Nature Preserve), City owned
8. Outlot H: conservation easement, approximately 100 feet wide along the Rum River. City owned

Streets/Access/Traffic

The subdivision will have access onto County Road 116 and to 6th Avenue which ultimately connects to County Road 116. County Road 116 (Bunker Lake Blvd) is an Anoka County Roadway. As such, the Anoka County Highway Department has reviewed plans of the proposed development. Attached are the comments. The intersection improvements at County Road 116 and the new entrance to Rum River Heights will be designed and constructed by the City of Anoka in coordination with the development this summer. The Developer is contributing a portion of funding to the intersection. Preliminary discussion with the Anoka County Highway Department staff indicates the desire for the intersection to be signalized. The City will also be constructing a south loop road connecting to the High School in the future.

The streets that will be completed as part of the Rum River Heights development include the internal streets within the subdivision and the connection north of the Rum River Library connecting to 6th Avenue. The intersection connection to 6th Avenue, just northeast of the library will be slightly reconfigured to meet engineering street standards and the cul-se-sac will be removed. All lots within the plat will have access to the local City street system. Additional roadway will not be platted connecting to CSAH 7 (7th Avenue). This will be platted as part of a future development of the outlots to the east along 7th Avenue. The road connection to 7th Avenue however is consistent with

the preliminary discussion between the City and Anoka County Highway Department staff. The street east of the library will not be constructed as part of the Rum River Shores Development.

The County is completing a road reconstruction project on County Road 116 that will result in a few changes in the area. 6th Avenue/County Road 116 intersection will become a right-in, right-out intersection. 6th Avenue south of County Road 116 will be closed.

A traffic study completed by WSB analyzed the land use as it relates to the projected traffic volumes for the area. Taking into account the future land use for the area including single family and townhomes west of the library and a large commercial development to the east, the traffic volumes for the loop road west of the library had a projected volume of approximately 6,000 vehicles per day. The change in the roadway design and the land use from townhomes to single family will reduce the projected traffic volumes on the road. The intersection northeast of the library is proposed to be reconfigured to encourage drivers to take 6th Avenue when going west bound from the commercial area along 7th Avenue. The intersection of 43rd Avenue and 7th Avenue (County Road 7) in the commercial area is anticipated to be signalized in the future. Those drivers wanting to go eastbound on County Road 116 will likely use this intersection on 7th Avenue to exit the commercial development and the existing signalized intersection of 7th Avenue and County Road 116.

Grading/Drainage/Storm Water Management

The Lower Rum River Watershed Management Organization has reviewed the proposed grading, storm water, and drainage plans for the site. The plans show water quantity and quality management is to be provided within two ponds and five rain gardens. The following is an outline of the ownership for the stormwater ponds and rain gardens.

- All rain gardens shall be owned and maintained by the Homeowners Association. The rain garden will need to be construction and installed according to current MPCA requirements.
- The City is reviewing whether or not we will have to utilize the pond located within Lot 32, Block 2 for our storm water needs for the south loop road south of County Road 116 to the High School. In the event the City will need to utilize this pond, the ponds will be maintained by the City. If the City does not need to use it, the ponds shall be maintained by the Homeowners Association. In either scenario, the retaining wall around the pond shall be maintained by the Homeowners Association. Separate agreements would be drafted for easements, etc. if we do share in the maintenance responsibility.

Parks, Trails and Vegetation

Generally, any subdivision within the City of Anoka is required to pay park dedication fees per unit created. The Anoka Park Board recommends the City Council accept the cash in lieu of land for the park dedication. The fee as adopted in the Anoka Master Fee Schedule is \$2,543 per unit.

There are trails proposed throughout the development that will be paved, making key connections to the existing trail system in the property surrounding the subdivision, particularly in the Anoka Nature Preserve and within the library parcel to the east.

A portion of the site is located within the Rum River Wild and Scenic area. Anoka City Code requires that any development located within this area preserve at least 50% of the existing tree crown cover. Tree crown cover is the ratio between the amounts of land shaded by the vertical projection of the branches and foliage area of standing trees and is usually demonstrated in a percentage. The plans show that the tree canopy coverage may be reduced by 18% which is less than the maximum of 50% allowed by city ordinance. A tree planting plan has been provided showing four trees and ten shrubs for each individual lot as required by City ordinance. This would equate to 176 trees planted on the entire site. City Code requires that trees larger than eight caliper inches measured 4.5 feet above the ground need to be replaced at a 1:1 ratio. The trees being replanted exceed the number of trees being removed. Additional landscaping will be planted along County Road 116 to provide screening and mitigate noise from County Road 116.

The residential subdivision also includes a proposal to mitigate erosion on the riverbank that is being undermined along the Rum River west of the subdivision. Photos of the current condition are included in the packet. The role of the Planning Commission is to review the regulatory authority of this proposal. The area is owned by the City of Anoka and has a conservation easement over the property. The Anoka Conservation District is responsible to oversee the conservation easement documents and management plan to review that all improvements within the easement are consistent with the conservation values. In general, the easement is intended to provide a public benefit by protection of natural habitat of fish, wildlife and plants; protection of the water quality of the Rum River; preserving the open and natural character of the protected property for low-impact recreation and scenic enjoyment by the general public within the property and from the Rum River; and protection of natural habitat for wildlife and plants, both terrestrial and aquatic. The complete proposal includes stabilizing the toe (bottom of the slope where land meets the water), removing the vegetation on the bluff, replanting with native plant species that will screen views from the river, and regrading the bank to create a middle tier trail and easier access to the toe in the future. The two tiers will be graded at a 3:1 slope with the trail in the middle of the slope on the shelf. See illustration included in the packet.

On May 20th, the Conservation District Board met and approved moving forward with a river bank plan and directed the District Manager to work with the Developer to come up with a design that is consistent with the conservation values and design a tier trail approach to stabilize the bank. From the toe of the Rum River, the 1st tier would be a 3:1 slope and then it would flatten out like a shelf where a trail would be located. The 2nd tier would be a 3:1 slope and then would flatten to the private single family lots. The discussion of the Conservation District Board focused on stabilizing the toe and protecting the water quality of the river which is a priority of the Conservation District.

The timing of the development and the opportunity to partner with the Developer now for funding, design, and labor are key components to the discussion of this project. The riverbank restoration is a partnership with the Anoka County Conservation District, Developer, Minnesota DNR, City of

Anoka, and Lower Rum River Water Management Organization. Right now there is an opportunity to get greater access to the bank and toe with more choices to stabilize the bank and most likely a less costly method to stabilize and address the erosion that is occurring on the bank. The goal is to protect the river long-term, preserve water quality, stabilize the bank, take out the invasive species, replant with appropriate vegetation and monitor the area to create a stable slope. The new vegetation will be maintained in a natural state (not "manicured") in perpetuity so that as the trees and plants mature, they will screen views of the homes from the river.

Housing Style/Types

The Builders within the subdivision will be Hanson Builder and Jonathan Homes.

The City of Anoka established architectural control for homes build within the Sensitive Development District. The proposed housing styles either meet, or exceed requirements outlined in the design criteria in the ordinance. The design criterion addresses residential façade, encouraging architectural features, variation, scale, materials, finishes and colors. The proposed housing designs provide the option of all siding, stone, brick facades or combination of the aforementioned. The Developer has stated that the siding will be steel, not vinyl and the driveways will be concrete.

The objective of the development is to provide the City of Anoka with housing for move-up families and moderate to higher income first time homebuyers or empty nesters.

Staff Findings

The proposal to amend the 2030 Comprehensive Plan Land Use Map from Medium Density Residential to Low Density Residential is consistent with the guidelines relating to land use, housing, and transportation sections of the Comprehensive Plan. The property is adjacent to the Anoka Nature Preserve, Rum River Library and within a short walking distance to Anoka High School. The proposed housing style will offer new, single family housing in the City of Anoka that adds to the City's life-cycle housing choices and helps Anoka retain residents that may otherwise have been lost to other communities.

RECOMMENDATION

Staff has outlined the following four recommendations for the Planning Commission to consider and shall be reviewed and considered in the order noted:

1. Based on the findings outlined in the staff report, staff recommends approval of the comprehensive plan land use map amendment from Medium Density Residential to Low Density Residential contingent upon Metropolitan Council approval based on the findings that are outlined in the staff report.
2. The proposed preliminary plat currently meets all City ordinance and Minnesota Department of Natural Resource standards. Based on the findings outlined in the staff report, staff recommends

approval of the preliminary plat. Staff recommends the following conditions be placed on the approval of the Preliminary Plat:

1. The developer shall enter into a development agreement with the City of Anoka upon final plat approval.
2. A final plat must be submitted to the City of Anoka Planning Department and approved by the City Council within 12 months of preliminary plat approval.
3. The developer shall comply with the LRRWMO approval and permit for the drainage, grading and erosion control.
4. Improvements within the Anoka County right-of-way require necessary County permits. The Anoka County Highway Department Engineering Plan Review process will apply to this site.
5. The developer must submit electronic as-built surveys of all homes to the City of Anoka Engineering Department.
6. The Developer will need to enter into a storm water facility maintenance agreement with the City as a condition of approval for the plat for long-term maintenance of the storm water system for the site. The City reserves the right to inspect and enforce storm water rules and maintenance of the facilities on the site.
7. The developer must provide a performance guarantee in the amount of 1.25 times the estimated cost of grading, parking lot improvements, landscaping and other exterior or public improvements.
8. The outdoor private pool and building shall be constructed consistent with the Anoka City Code. The swimming pools shall be protected by a fence, wall or building or other enclosure or any combination thereof, consistent with the Anoka City Code. It will also be owned and maintained by the Homeowners Association.
9. All rain gardens shall be owned and maintained by the Homeowners Association. The rain garden will need to be constructed and installed according to current MPCA requirements.
10. The storm water outfall to the Rum River would require a DNR permit if it is placed below the Ordinary High Water (OHW) of the river and Minnesota Pollution Control Agency (MPCA) standards for discharges to Outstanding Resource Value Waters shall be met.
11. No more than one single-family dwelling with the same exterior configuration can be erected on any five abutting, contiguous, successive or adjoining lots. This shall be approved administratively through the building permit process.

12. Final design of the riverbank restoration shall be reviewed by the Department of Natural Resources and Anoka Conservation District.
13. Final plans including but not limited to grading, utility, and stormwater management shall be approved by the City Public Services Department.
14. All public trails shall be located within easements and dedicated to the City.
15. The Developer shall pay a park dedication fee of \$107,140 at the time of final plat.

COMMISSION ACTION

The Planning Commission can recommend approval of the application, denial of the application, or postpone the decision to allow for more information to be obtained.

Because these action items will be considered by the City Council separately, staff asks that individual motions be made for each item in the following order:

2030 Comprehensive Plan Land Use Map Amendment
Preliminary Plat

Crystal Paumen, AICP
Associate Planner



Location Map



RUM RIVER NATURE AREA

+/-22.5 acres

RUM RIVER LIBRARY

ANDOKA HIGH SCHOOL

Aerial Photo: Flown Spring 2011



Scale 1:4800

Prepared by Anoka County GIS Department

This is a compilation of records as they appear in the Anoka County Office affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.

Property Description:

That part of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota which lies northerly of County State Aid Highway No. 116 and westerly of County State Aid Highway No. 7 and except that part which encompasses the library (Library parcel description no provided yet - to be inserted once verified)

And

That part of Government Lot 2, Section 25, Township 32, Range 25, Anoka County, Minnesota which lies southerly of the westerly extension of the north line of the Southwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota.

Site PID: 003-303224330002

Comprehensive Plan, Zoning, & Variances:

The parcel is currently zoned LDR-1. Our plan conforms to the LDR-1 zoning requirements; therefore we have no request for a zoning change.

Site Analysis:

The site is bordered on the south by Bunker Lake Blvd, on the north Rum River Park, on the west by the Rum River, and on the by the Rum River Library. There are no existing structures on the site.

Street/Right-of-Way Design:

“Rum River Heights” proposes a sixty foot right-of-way with a thirty foot street. Sidewalk will be along one side of the street with various trail connections to city trails, parks and a docking area along the river. All streets will be constructed to the City of Anoka standard street section.

Utility Services:

City sanitary sewer and water are currently available to serve the site, however a lift station will be utilized to provide sanitary sewer service due to the existing topography of the site. The sewer lines are sized to service the property.

The minor utilities, gas, electric, phone, and cable, are all available at the proposed entrance to the site along Bunker Lake Blvd.

Site Grading:

The site grading is planned to begin in the Spring of 2013. The entire project is proposed to be graded in one phase; the graded area is +/- 25.0 acres. It is our design objective to balance the site with on-site material, some import of suitable structural fill material may be necessary for building pad, street, and retaining wall construction. As the final design analysis is completed we will provide detailed construction plans for the entire project to the City of Anoka.

Stormwater:

The stormwater facilities proposed in "Rum River Heights" are illustrated on the enclosed preliminary plans. Runoff from the site will be directed through rear yard swales and concrete curb and gutter to the proposed infiltration basins and ponds. These ponds and infiltration basins will provide infiltration, storage and rate control for stormwater runoff, and treatment for particle and sediment removal. Plantings and mulch will be utilized as ground cover above the infiltration basins to provide a clean looking landscaped yard. These ponds and infiltration areas will outlet stormwater that does not infiltrate through the outlet culvert. The stormwater plan will exceed treatment and storage to meet the City of Anoka and the Lower Rum River Watershed Management Organization requirements.

Wetlands:

There are no existing jurisdictional wetlands on the site.

Traffic:

"Rum River Heights" proposes two entrances to the site. One entrance will provide access from Bunker Lake Blvd. The second entrance will provide access to 6th Avenue. The proposed public street will be about 3,700 feet in length. It is anticipated that the 44 home sites will generate 10 trips per day per home site for a total of 440 trips per day. The additional traffic generated from this site is not anticipated to have a noticeable impact on the existing traffic in the area.

Homeowner's Association and Restrictive Covenants:

The developer will prepare restrictive covenants and standards that will apply to the entire neighborhood during both the initial development and the overall operation of the subdivision.

A select group of builders will participate in the "Rum River Heights" community. The restrictive covenants will be tailored to the developer's vision of the project. Each builder will be required to meet the specifics of building types, landscaping, and overall goals of the development.

A master HOA will be created to include all of "Rum River Heights". This master association will be in charge of the monumentation, entrance, landscaping, infiltration areas, as well as any proposed common open spaces including the community pool and fire pit. The HOA will also be responsible for maintenance issues within the subdivision. These may include special landscaping, mailboxes, signage, and other common elements.



HANSON
Builders



ANOKA
REAL. CLASSIC.

Landmark
DEVELOPMENT OF MN



HANSON
Builders



ANOKA
REAL. CLASSIC.

Landmark
DEVELOPMENT OF MN



JONATHAN
HOMES

HANSON
Builders



JONATHAN
HOMES

ANOKA
REAL. CLASSIC.

Landmark
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HANSON
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HOMES

ANOKA
REAL. CLASSIC.

Landmark
DEVELOPMENT OF MN









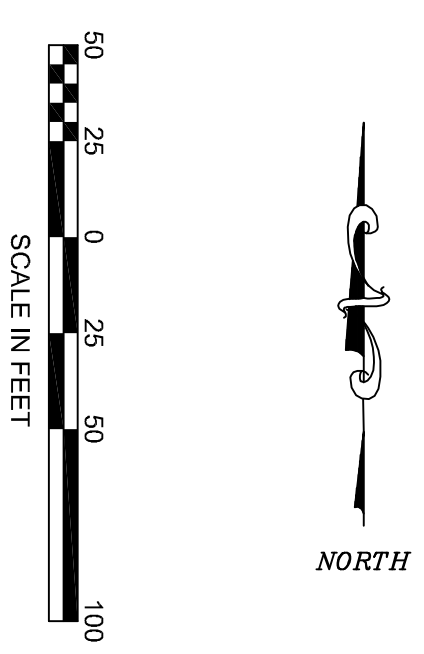




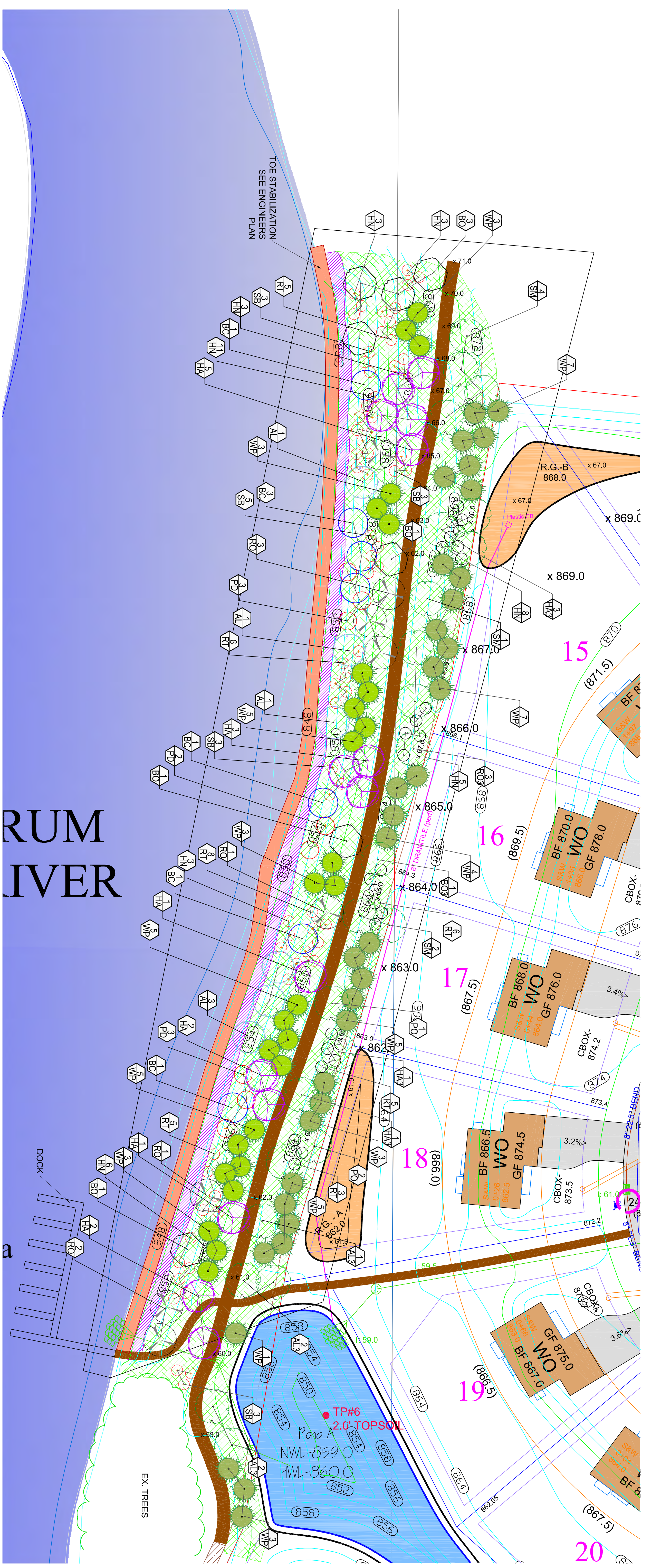




KEY	COMMON NAME	BOTANICAL NAME	QTY	SIZE	NOTES
PLANTING LEGEND					
TREES					
AL	Basswood	<i>Tilia americana</i>	6	5' Pot	Straight single leader
AL3	Basswood	<i>Tilia americana 'Redmond'</i>	5	3" BB	Straight single leader
BC	Black Cherry	<i>Prunus serotina</i>	7	5' Pot	Straight single leader
BO	Bur Oak	<i>Quercus macrocarpa</i>	6	5' Pot	Straight single leader
BO3	Bur Oak	<i>Quercus macrocarpa</i>	1	3" BB	Straight single leader
HA	Hackberry	<i>Celtis occidentalis</i>	14	3" BB	Straight single leader
HA3	Hackberry	<i>Celtis occidentalis</i>	5	3" BB	Straight single leader
PD	Pagoda Dogwood	<i>Quercus alternifolia</i>	4	2-3" Bare Root	Straight single leader
PO	Northern Pin Oak	<i>Quercus alleghaniensis</i>	8	3" BB	Straight single leader
RO	Red Oak	<i>Quercus rubra</i>	7	5' Pot	Straight single leader
SM	Sugar Maple	<i>Acer saccharum</i>	7	3" BB	Straight single leader
WP	White Pine	<i>Pinus strobus</i>	27	3" Pot	Straight single leader
WP2	White Pine	<i>Pinus strobus</i>	35	10" BB	Straight single leader
			Total	132	
Shrubs					
RT	Redtwigged Dogwood	<i>Cornus sericea 'Bailey'</i>	24	2-3" Bare Root	
RT	Redtwigged Dogwood	<i>Cornus sericea 'Bailey'</i>	14	24"-30" Pot	
SB	Serviceberry	<i>Amelanchier alnifolia</i>	17	2-3" Bare Root	
HN	American Hazel Nut	<i>Corylus americana</i>	29	2-3" Bare Root	
HN	American Hazel Nut	<i>Corylus americana</i>	13	24"-30" Pot	
			Total	97	



Live Staking-2100 Willow spaced 3' O.C.
 Seed Mix: Prairie Restoration Mixed Height Dry and Mesic Grasses and Wildflowers



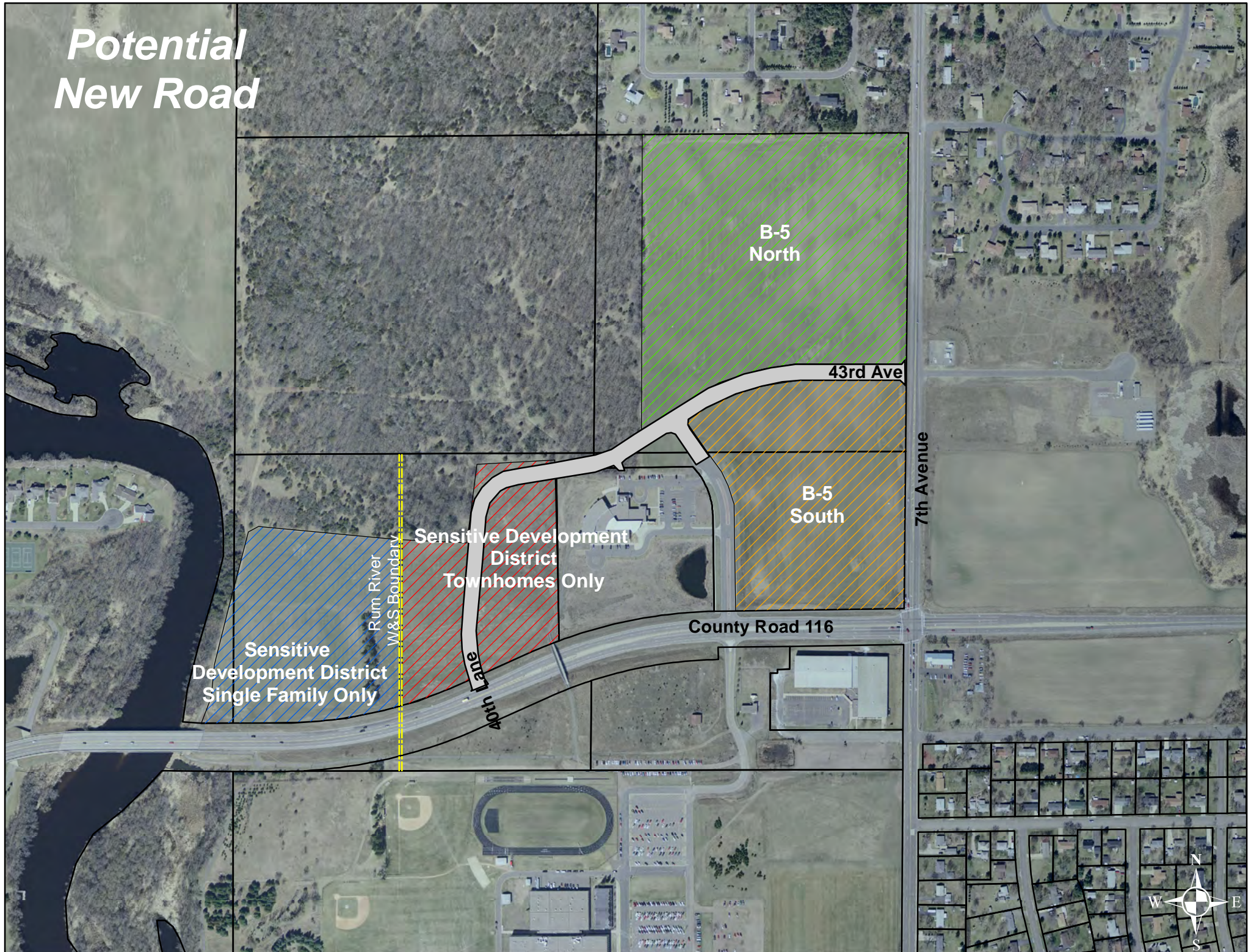
FILE NO.	49386-016
CITY PROJECT NO.	
PRELIMINARY LANDSCAPE PLAN	
RUM RIVER SHORES	
LANDMARK DEVELOPMENT	
ANOKA, MINNESOTA	
FILE NO.	49386-016
NO.	1
BY	TDW
DATE	6-28-13
ADD TOE STABILIZATION NOTE	
REVISIONS	
BASE ANOKA-C8	
DRAWN BY	
TDW	
CHECKED BY	
TDW	
DATE	06-17-13

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 612-437-7642
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 www.norby.com
 Landscape Architects
 State of Minnesota
 License No. 0000000000
 Date: 6/27/13 Registration #: 20124

Norby & Associates
Landscape Architects, Inc.
 100 East Second Street Chaska, MN 55318 (952) 361-0644

Potential New Road



B-5 North

43rd Ave

B-5 South

7th Avenue

Sensitive Development District
Townhomes Only

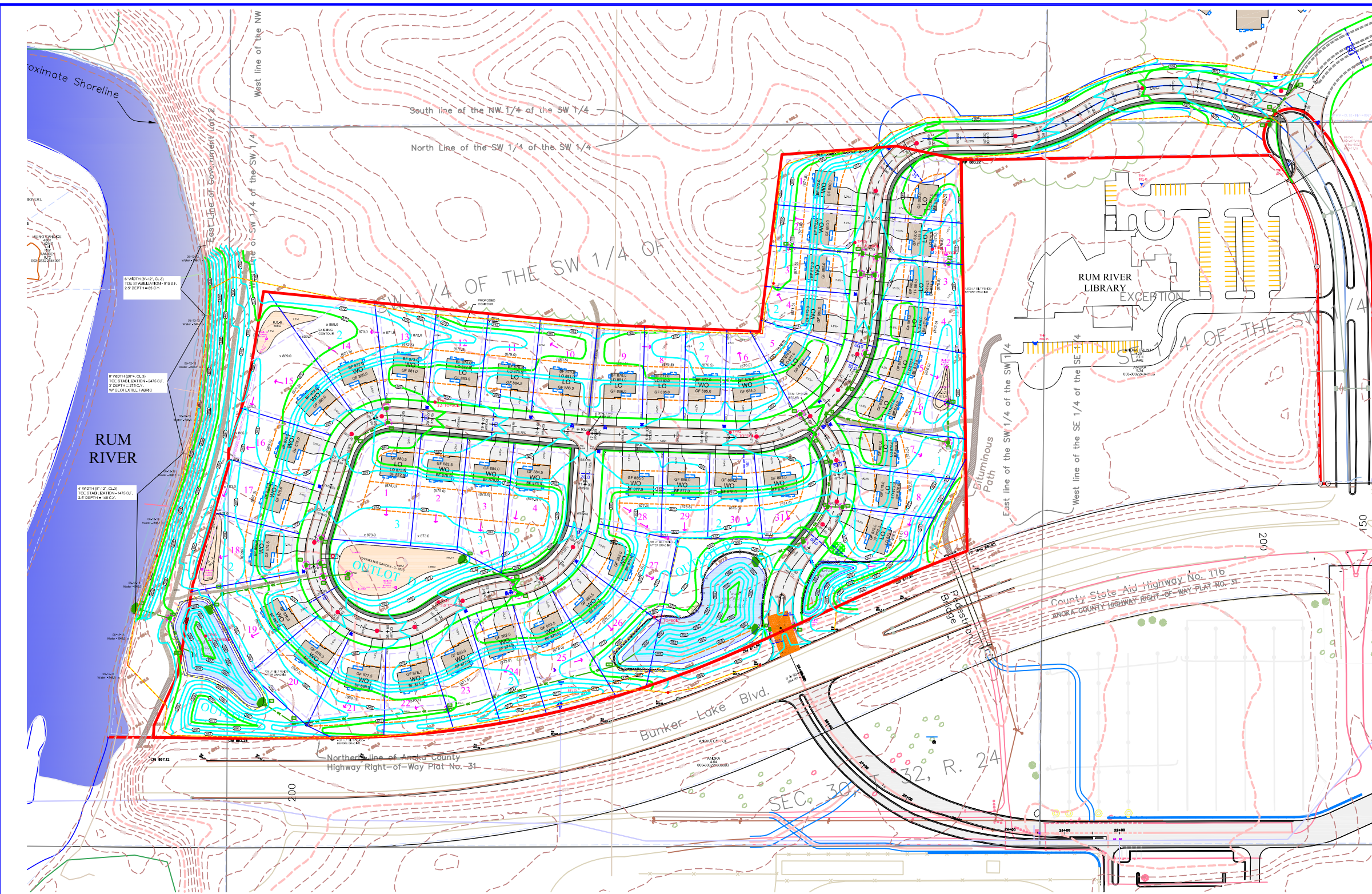
County Road 116

Sensitive Development District
Single Family Only

Rum River
W&S Boundary

40th Lane

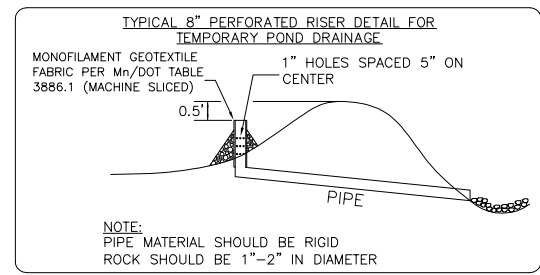




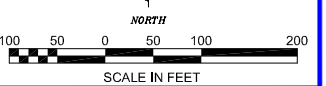
- CONSTRUCTION NOTES**
1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF ANOKA OR DIRECTED BY THE ENGINEER.
 2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND AND SILT MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT.
 3. BEGIN GRADING. INSTALL PERFORATED RISER PIPE IN PONDS WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPES SHALL BE USED FOR IMMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. INSTALL SILT FENCE AROUND EXCAVATED PONDS.
 4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
 5. LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SOILS & SEED SLOPES BETWEEN NML AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
 6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED.
 7. POND - 10:1 BENCH (1 FOOT) THEN 4:1 MAX
 8. LO & WO PADS 3:1 MAX. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
 9. RESTORATION - 26.0 ACRES
 - A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
 - B. SEED POND SLOPES AND DETENTION AREAS WITH MNDOT 310 OR BWSR P8 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. SEED WETLAND BUFFER AREAS WITH MNDOT 350-MESIC PRAIRIE (36.5 PLS LBS/AC) OR BWSR 35-241 SEED MIX AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (REFER TO WETLAND CREATION/BANKING PLAN FOR WETLAND SEED MIX REQUIREMENTS).
 - C. SEED ALL OTHER DISTURBED AREAS WITH MNDOT 250 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)
 - D. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
 - E. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
 - F. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED. REFER TO CITY DETAILS FOR APPROVED DEVICES.
 - G. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
 - H. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
 10. GRADE BACK 3" FROM FACE OF ALL RETAINING WALLS
 11. MAINTAIN TEMPORARY DRAINAGE ALONG EAST SIDE OF PROPERTY LINE
 12. SILT FENCE - BEFORE GRADING - 5,914 LF
AFTER GRADING - 725 LF
 13. WOODFIBER BLANKET - XXXX SY
 14. GRADING CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE FROM ALL LOW AREAS UNTIL UTILITY CONTRACTOR INSTALLS STORM SEWER
- GENERAL NOTES:**
1. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
 2. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES IN ACCORDANCE WITH THE CITY OF ANOKA DETAIL FOR ALL STORM SEWER INLETS AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
 3. ALL RETAINING WALLS WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT.
 4. A 1'-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES. (SEE DETAIL)
 5. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
 6. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL.
 7. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.
 8. BUILDING PADS ARE 6" DEEP, UNLESS OTHERWISE NOTED. THE FRONT AND REAR BUILDING PAD LINES ARE SHOWN ON THE PLAN. THE ENGINEER SHOULD BE CONTACTED IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING BUILDING PADS.

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- ON-SITE BMPs**
1. REDUCE IMPERVIOUS AREA - REDUCTION IN STREET WIDTH FROM 32' TO 30'.
 2. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
 3. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING.
 4. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROVIDE SEDIMENT CONTROL.
 5. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. REFER TO THE CITY DETAILS TO DETERMINE WHICH INLET PROTECTION DEVICE IS APPLICABLE.
 6. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOODFIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION.
 7. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP PONDS AND ULTIMATELY DOWNSTREAM WATERS.
 8. INFILTRATION/RETENTION AREAS - INFILTRATION/RETENTION AREAS WILL BE UTILIZED TO REDUCE/RETAIN THE RUNOFF FROM THE INCREASED HARD SURFACE.
 9. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR MORE FREQUENTLY TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING.
 10. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.



- RETAINING WALLS:**
1. OVER EXCAVATE RETAINING WALLS, 3 FEET FROM FACE, THEN 1:1 SLOPE.
 2. ALL RETAINING WALLS TO BE STRUCTURALLY DESIGNED BY OTHERS.
 3. INSTALL 3 RAIL SPLIT RAIL FENCE ABOVE RETAINING WALL.

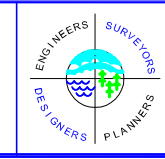


FILE	NO.	BY	DATE	REVISIONS
BASE_ANOKA-C8	01	CAW	05/21/13	ADJUST PONDS & INFILTRATION
DRAWN BY	02	ERJ	05/30/13	REVISIONS PER CITY COMMENT
RSM	03	RSM	06/13/13	GRADING REVISIONS
CHECKED BY				
RSM				
DATE				
04-25-13				

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Robert S. Molstad
ROBERT S. MOLSTAD, P.E.
Date: 04/25/13 Lic. No. 26428



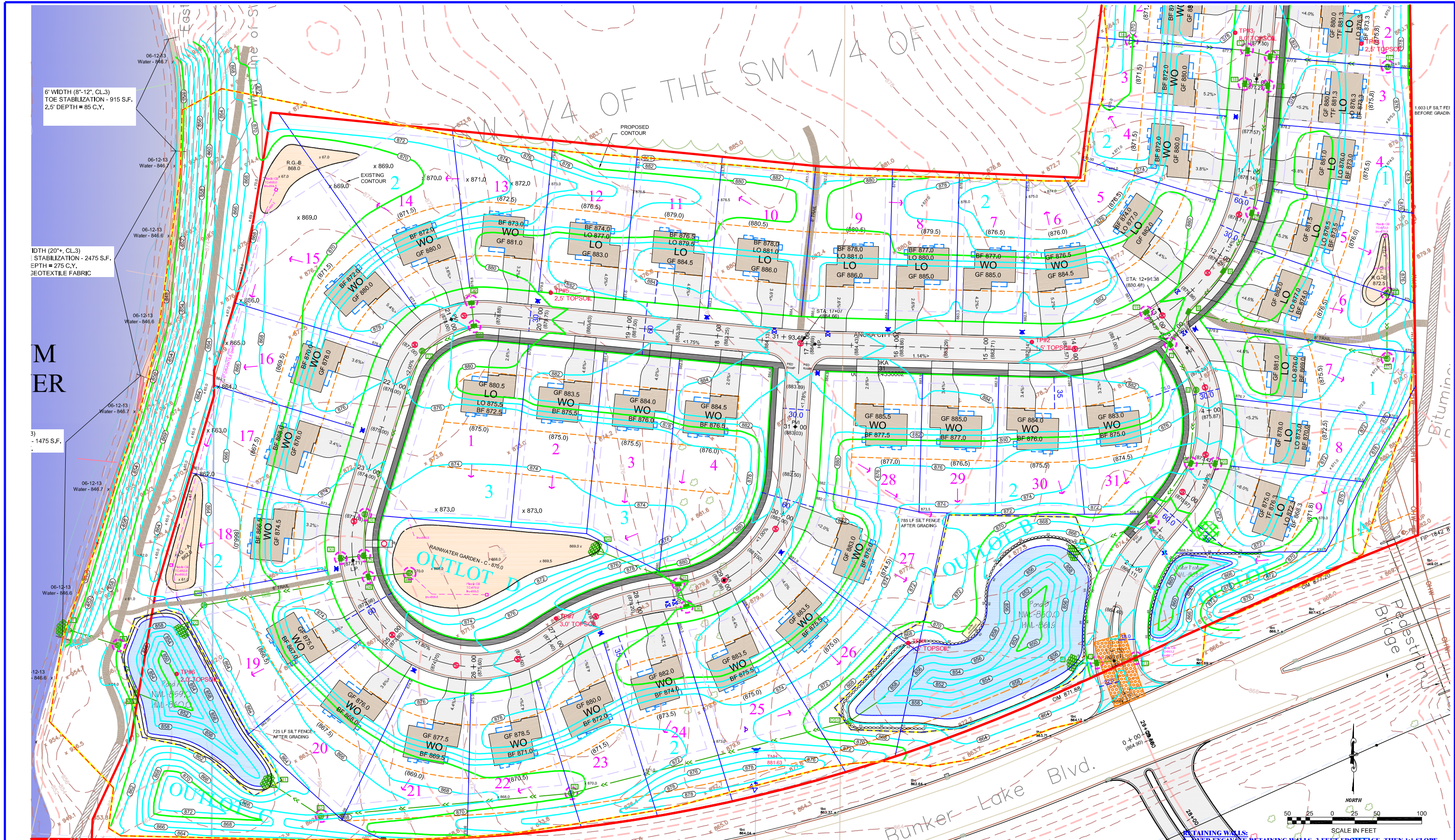
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150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

ANOKA, MINNESOTA

FINAL GRADING PLAN
RUM RIVER SHORES
LANDMARK DEVELOPMENT

FILE NO.
49368-016
18
25



6" WIDTH (8"-12", CL.3)
TOE STABILIZATION - 915 S.F.
2.5' DEPTH = 85 C.Y.

WIDTH (20"+, CL.3)
STABILIZATION - 2475 S.F.
DEPTH = 275 C.Y.
GEOTEXTILE FABRIC

MER

3) - 1475 S.F.

12-13 - 846.6 x

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DESIGNERS PLANNERS

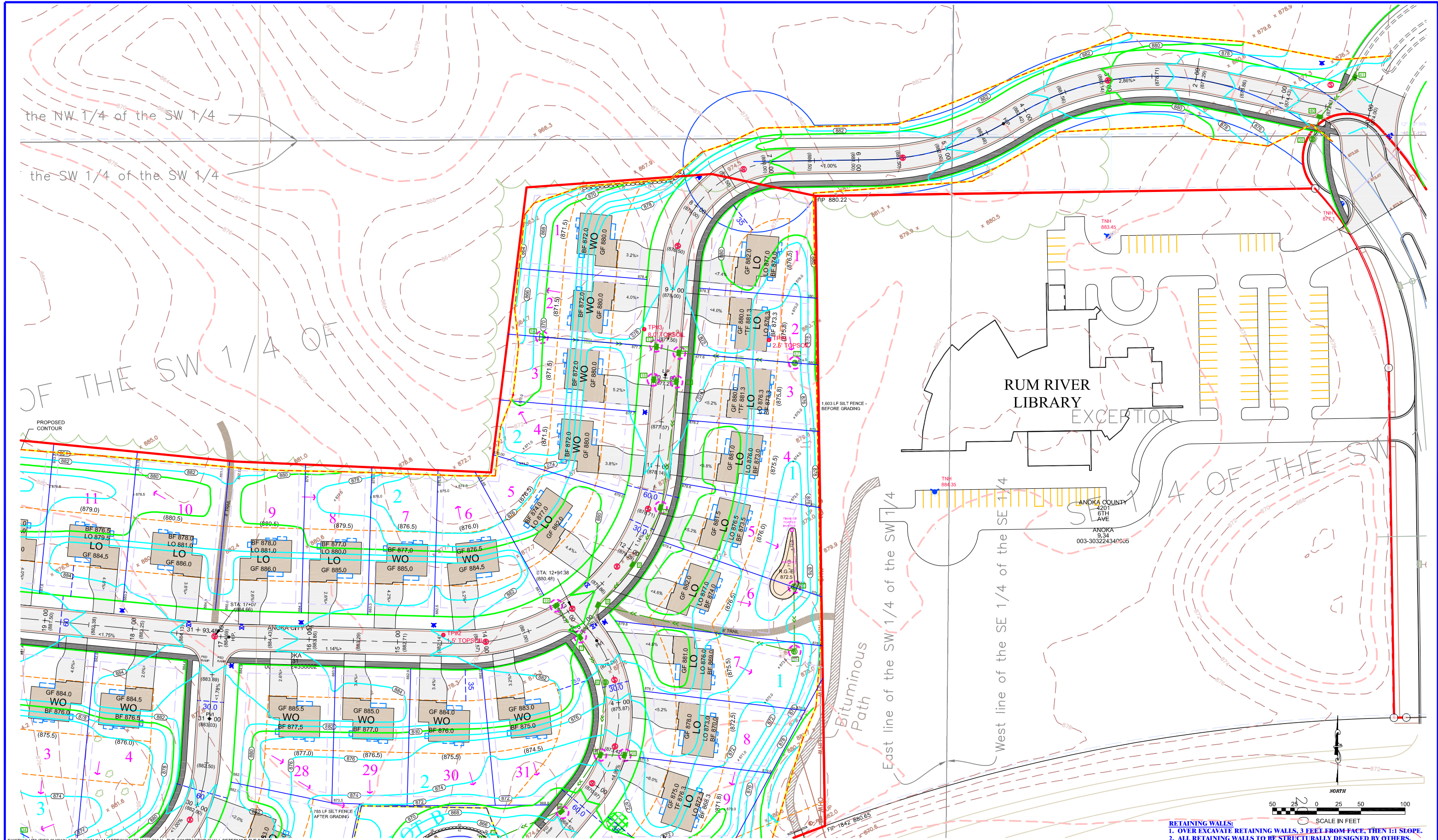
CITY PROJECT NO. -
ANOKA, MINNESOTA

FINAL GRADING PLAN
RUM RIVER SHORES
LANDMARK DEVELOPMENT

FILE NO. 49368-016
19
25

RETAINING WALLS:
1. NEVER EXCAVATE RETAINING WALLS, 3 FEET FROM FACE, THEN 1:1 SLOPE.
2. ALL RETAINING WALLS TO BE STRUCTURALLY DESIGNED BY OTHERS.
3. INSTALL 3 RAIL SPLIT RAIL FENCE ABOVE RETAINING WALL.





the NW 1/4 of the SW 1/4
 the SW 1/4 of the SW 1/4

OF THE SW 1/4 OF

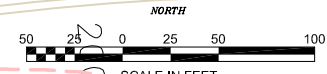
RUM RIVER LIBRARY EXCEPTION

SE 1/4 OF THE SW 1/4

Bituminous Path

East line of the SW 1/4 of the SW 1/4

West line of the SE 1/4 of the SW 1/4



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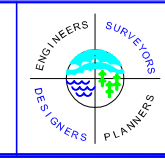
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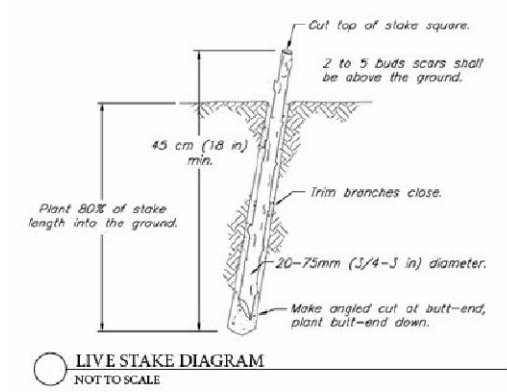
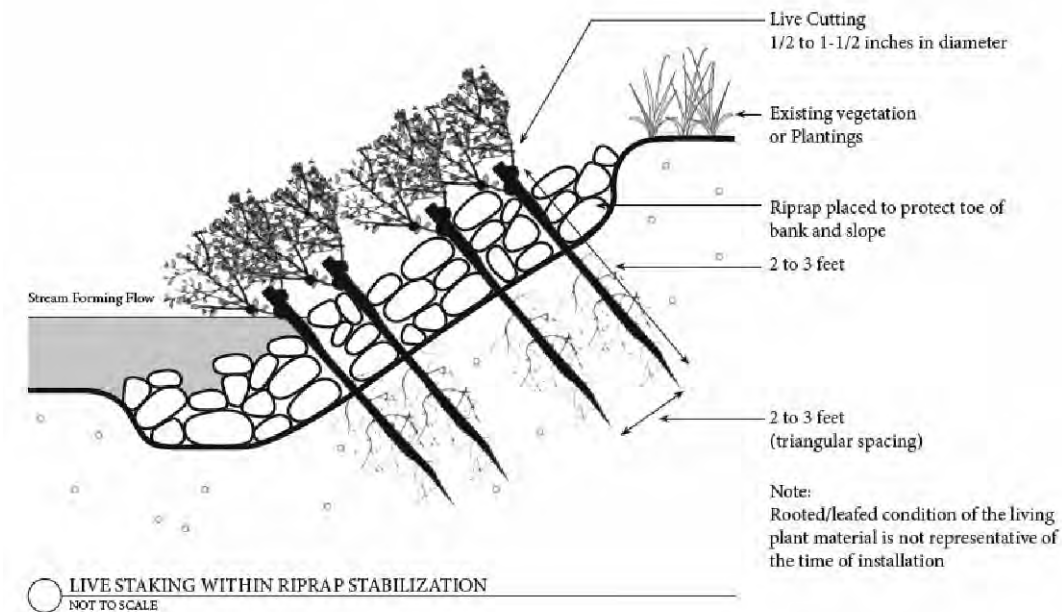
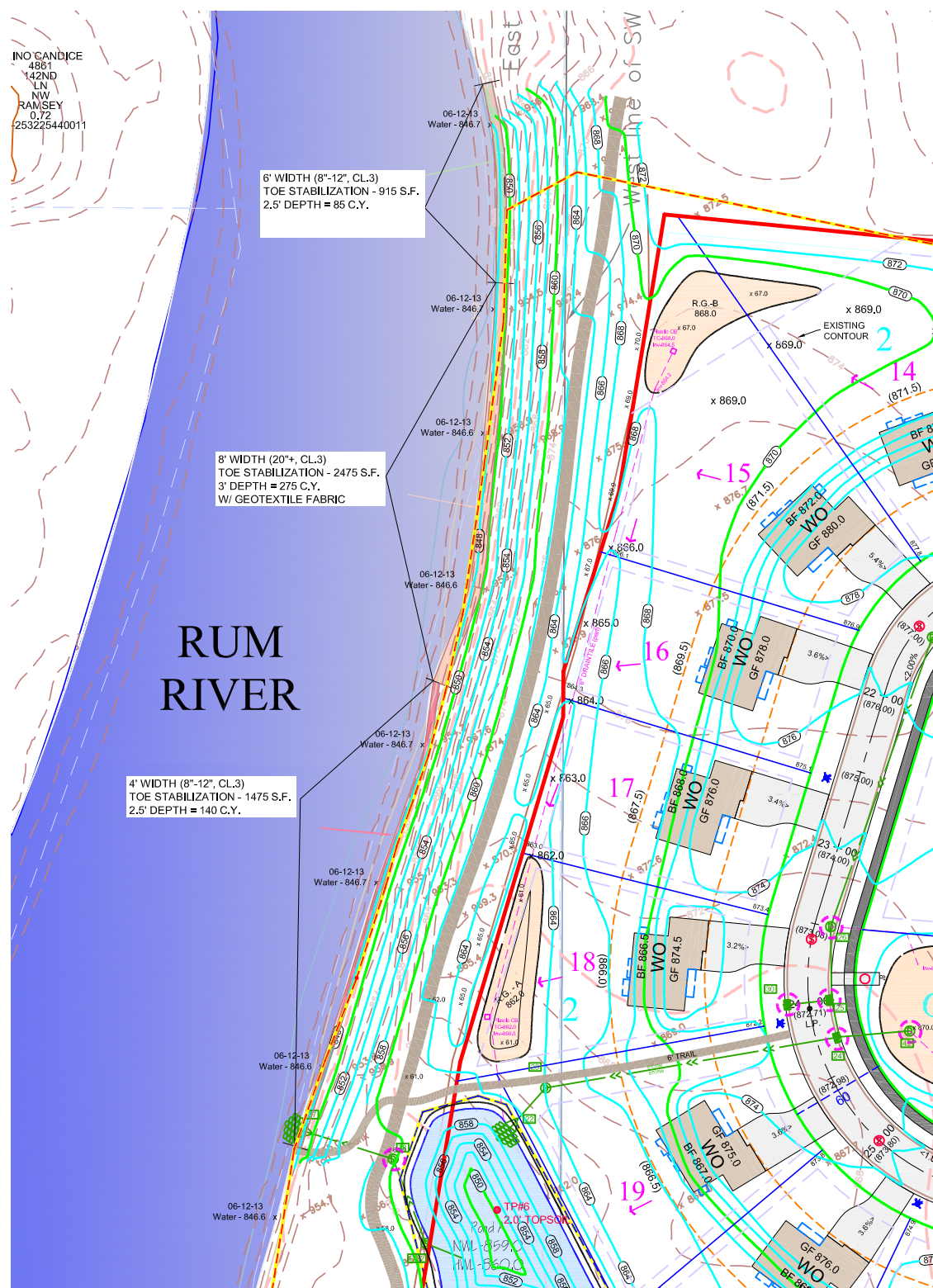


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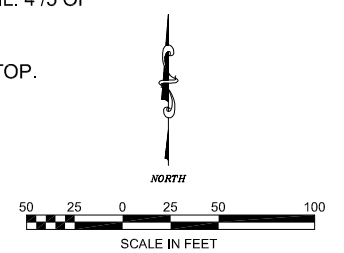
CITY PROJECT NO.
ANOKA, MINNESOTA

FINAL GRADING PLAN
RUM RIVER SHORES
LANDMARK DEVELOPMENT

FILE NO.
 49368-016
20
25



- NOTES:
1. LIVE STAKES SHOULD BE CUT AND INSTALLED WHEN THE PLANTS ARE DORMANT. LATE FALL FOR CUTTING AND INSTALLATION IS SUGGESTED.
 2. AFTER CUTTING LIVE STAKES PLACE BASAL ENDS IN A BUCKET OF WATER TO KEEP MOIST UNTIL THEY ARE INSTALLED.
 3. MAKE A PILOT HOLE WITH A STEEL BAR, 1"x1" HARDWOOD STAKE AND TAMP LIVE STAKE INTO THE PILOT HOLE WITH A RUBBER Mallet. TRY TO INSERT LIVE STAKES AT LEAST 1 TO 2 FEET INTO THE SOIL. 4/5 OF THE LIVE STAKE SHOULD BE BELOW THE SURFACE.
 4. AFTER TAMPING STAKES INTO THE SOIL, USE LOPPERS TO MAKE A FINAL CLEAN CUT AT THE TOP.



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ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
 ANOKA, MINNESOTA

TOE RESTORATION AREA

FINAL GRADING PLAN
 RUM RIVER SHORES
 LANDMARK DEVELOPMENT

FILE NO.
 49368-016
 21
 25

COUNCIL MEMO FORM

7.1.D

Meeting Date	August 5, 2013
Agenda Section	Planning Commission
Item Description	RES; Final Plat; Rum River Shores
Submitted By	Crystal Paumen, ACIP, Associate Planner

BACKGROUND INFORMATION:

Landmark Development of Anoka is requesting final plat approval for the development Rum River Shores. The property is zoned Sensitive Development District and the developable property is approximately 22.5 acres. The development is 44 single family lots and 4 outlots. The development includes a new entrance waterfall, ponds on both sides of the entrance, bridge concept at entrance (not a real bridge), and fountain in lower pond (right of the main entrance).

The development will feature Hanson Builders and Jonathan Homes. The Developer will be bringing two other builders into the project. Additional builders are needed to help create the synergy and momentum necessary for Rum River Shores to be successful from the start. All plans will meet City Code and all plans must have Dean Hanson's approval signature or no permit will be issued. Each builder will build a model and an inventory home. Spring 2014 will see a minimum of 8 homes completed or under construction.

FINANCIAL IMPACT:

\$100,000 for the river bank restoration

COUNCIL REQUESTED ACTION:

Adopt the resolution approving the final plat for Rum River Shores.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-XX

**FINAL PLAT APPROVAL
RUM RIVER SHORES**

WHEREAS, Landmark Development of Anoka proposes to plat the 22.5-acre site generally located west of 7th Avenue, north of County Road 116, and east of the Rum River. The plat creates 44 single-family lots and four outlots. The parcels created will be legally described as follows:

Lots 1-9, Block 1, Rum River Shores, Anoka County, Minnesota
Lots 1-31, Block 2, Rum River Shores, Anoka County, Minnesota
Lots 1-4, Block 3, Rum River Shores, Anoka County, Minnesota

WHEREAS, the property is zoned Sensitive Development District;

WHEREAS, the City of Anoka will receive \$107,140 for park dedication fees at the time of final plat;

WHEREAS, the Final Plat is consistent with the Preliminary Plat that was approved by the Anoka City Council on August 5, 2013 and meets all the requirements of the Subdivision (Chapter 54) and Zoning (Chapter 74) ordinances;

NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby approves the final plat for Rum River Shores in accordance with relevant City Codes, contingent upon compliance with conditions of approval for the preliminary plat (RES-2013-____), and the Applicant entering into a Development Agreement with the City.

Adopted by the Anoka City Council this the 5th day of August 2013.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

RUM RIVER SHORES

KNOW ALL PERSONS BY THESE PRESENTS: Landmark of Anoka, LLC, a limited liability corporation, owner of the following described property:

Government Lot 2, Section 25, Township 32, Range 25, Anoka County, Minnesota lying northerly of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 said Anoka County and also lying easterly of the following described line and its extensions:

Commencing at the intersection of the north line of said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 and the east line of said Government Lot 2; thence North 89 degrees 30 minutes 08 seconds West, assumed bearing, along the said north line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, a distance of 134.21 feet to the point of beginning of the line to be described; thence North 02 degrees 53 minutes 41 seconds East a distance of 22.31 feet; thence North 24 degrees 56 minutes 04 seconds East a distance of 103.21 feet; thence North 09 degrees 29 minutes 10 seconds East a distance of 164.58 feet; thence North 16 degrees 38 minutes 03 seconds East a distance of 226.71 feet to said east line of Section 25 and said line there terminating.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter, said Section 30; thence on an assumed bearing of North 00 degrees 00 minutes 03 seconds West, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, said Anoka County, Minnesota; thence South 88 degrees 37 minutes 29 seconds West, along said right-of-way line, a distance of 805.93 feet; thence westerly, along said right-of-way line, along a tangential curve concave to the south, said curve having a radius of 1984.86 feet and central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet; thence North 01 degree 22 minutes 31 seconds West, not tangent to said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, said curve having a radius of 300.00 feet and central angle of 42 degrees 54 minutes 13 seconds, for a distance of 224.64 feet; thence South 88 degrees 37 minutes 29 seconds West, not tangent to last described curve, for a distance of 565.37 feet to the point of beginning of the land to be described; thence North 78 degrees 36 minutes 00 seconds West a distance of 120.00 feet; thence South 85 degrees 20 minutes 00 seconds West a distance of 210.00 feet; thence South 06 degrees 35 minutes 00 seconds West a distance of 325.00 feet; thence North 88 degrees 04 minutes 00 seconds West a distance of 290.00 feet; thence North 84 degrees 54 minutes 00 seconds West a distance of 618.00 feet; thence South 08 degrees 49 minutes 00 seconds West a distance of 177.43 feet; thence South 16 degrees 38 minutes 03 seconds West a distance of 136.36 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence southerly along said west line to the intersection with said northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31; thence easterly of said northerly right-of-way line to the intersection with a line that bears South 01 degrees 22 minutes 31 seconds East from said point of beginning; thence North 01 degrees 22 minutes 31 seconds West to the point of beginning.

Has caused the same to be surveyed and platted as RUM RIVER SHORES and does hereby donate and dedicate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Landmark of Anoka, LLC, a limited liability corporation has caused these presents to be signed by its proper officer this ___ day of _____, 2013.

Landmark of Anoka, LLC

_____, President
Nathan Fair

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2013, by Nathan Fair, President, Landmark of Anoka, LLC, a limited liability corporation on behalf of the company.

Notary Public, Hennepin County, Minnesota

My Commission Expires: _____

David B. Pemberton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined by Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ___ day of _____, 2013.

David B. Pemberton, Licensed Land Surveyor
Minnesota License No. 40344

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2013 by David B. Pemberton.

Notary Public, Hennepin County, Minnesota

My Commission Expires: _____

PLANNING COMMISSION, CITY OF ANOKA

This plat of RUM RIVER SHORES was approved and accepted by the Planning Commission of the City of Anoka, Minnesota at a regular meeting thereof held this ___ day of _____, 2013.

By: _____, Chairman By: _____, Secretary

CITY COUNCIL, CITY OF ANOKA

This plat of RUM RIVER SHORES was approved and accepted by the City Council of the City of Anoka, Minnesota at a regular meeting thereof held this ___ day of _____, 2013, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.

By: _____, Mayor By: _____, Clerk

COUNTY SURVEYOR

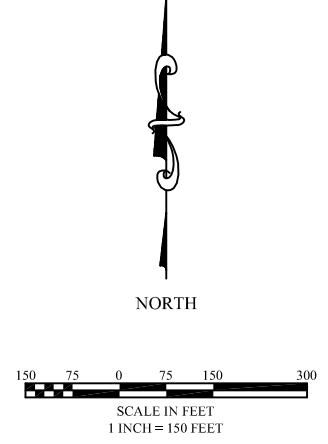
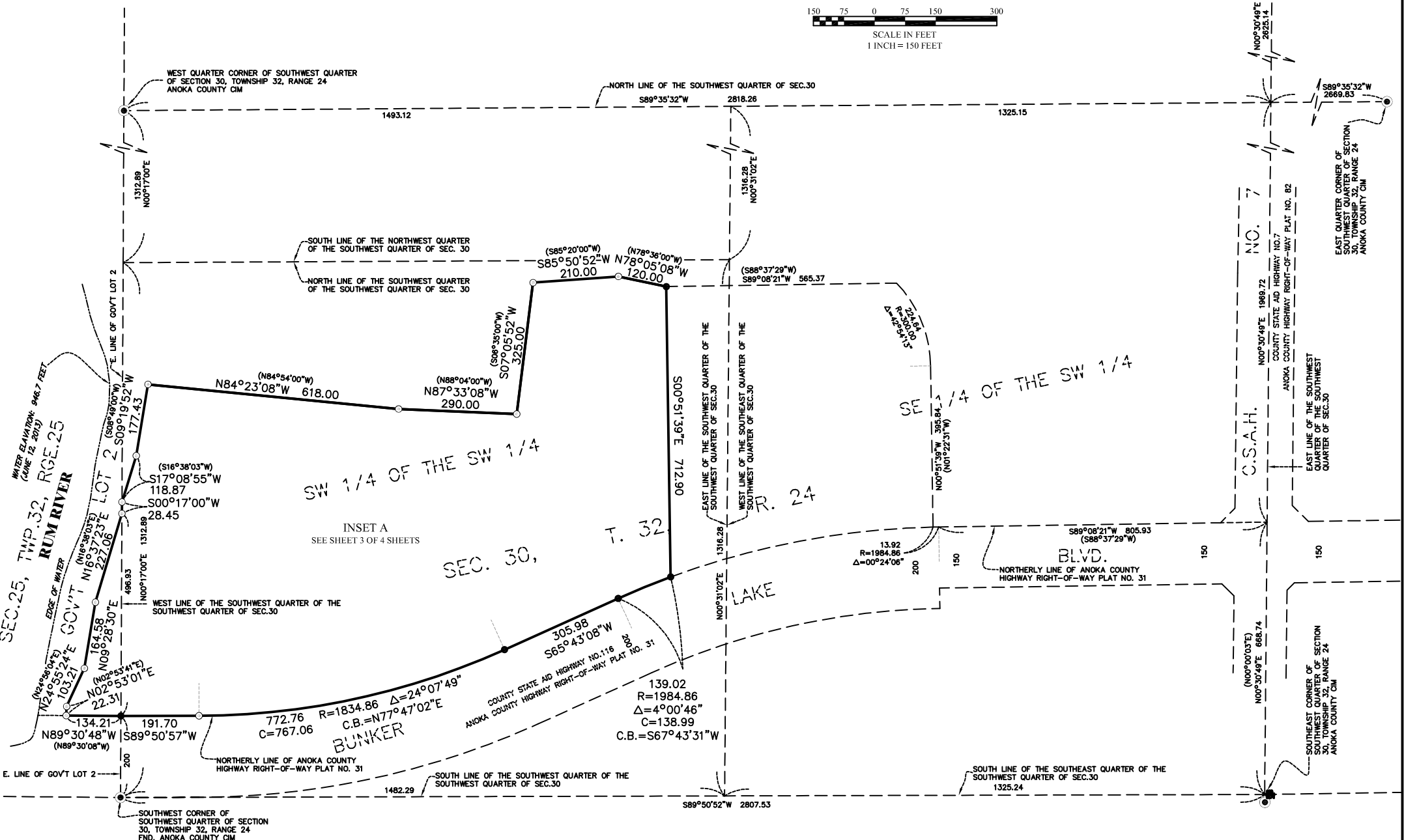
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ___ day of _____, 2013.

Larry D. Hoiom, Anoka County Surveyor



SATHRE-BERGQUIST, INC.

BENCHMARK: Anoka County Benchmark No. 2067 = 676.201 feet (NAVD88) (East side of C.S.A.H. No. 7 - North of 148th Lane N.W., Anoka County, Minnesota)



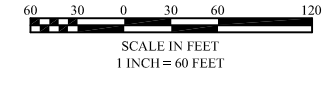
The basis for the bearing is the north line of the Northwest Quarter of the Southwest Quarter which assumes to bear South 89 degrees 35 minutes 32 seconds West

- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344
- Denotes a Found Iron Monument
- ⊙ Denotes a Found Cast-Iron Monument

RUM RIVER SHORES INSET A

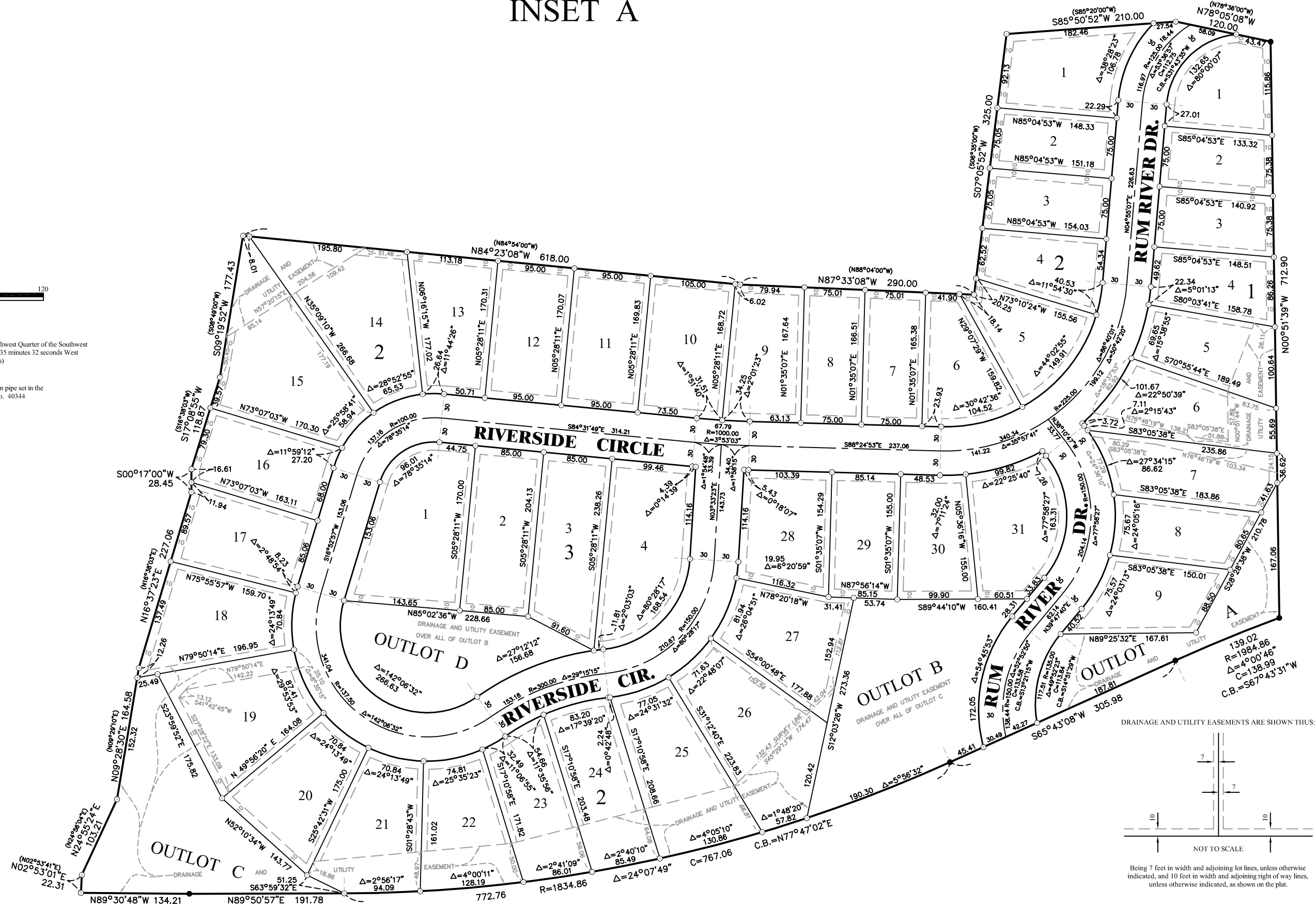


NORTH

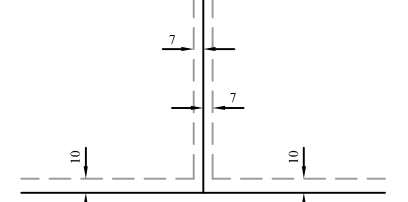


The basis for the bearing is the north line of the Northwest Quarter of the Southwest Quarter which assumes to bear South 89 degrees 35 minutes 32 seconds West (See Sheet 1 of 2 Sheets)

- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344
- Denotes a Found Iron Monument



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 7 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on the plat.



SATHRE-BERGQUIST, INC.

RUM RIVER SHORES

- 22.5 acres on the scenic Rum River
- 44 upscale single-family homes
 - 21 lots with minimum of 15,000 SF (average 19,133 SF)
 - 23 lots with minimum of 10,000 SF (average 14,856 SF)
- \$375,000 - \$650,000 finished home packages
- Anoka-Hennepin School District #11

CREATING AN UPSCALE NEIGHBORHOOD



Wood Crest of Plymouth



NEW ENTRANCE FEATURE



WATER FEATURE – A True River Community

- Waterfalls at entrance
- Ponds on both sides of the entrance
- Entrance over a “bridge”
- Access to the River
- Fountain in lower pond

WATER FEATURES WILL BE THE FOCUS

- Impressive waterfall – similar to Locust Hills in Wayzata



Locust Hills of Wayzata

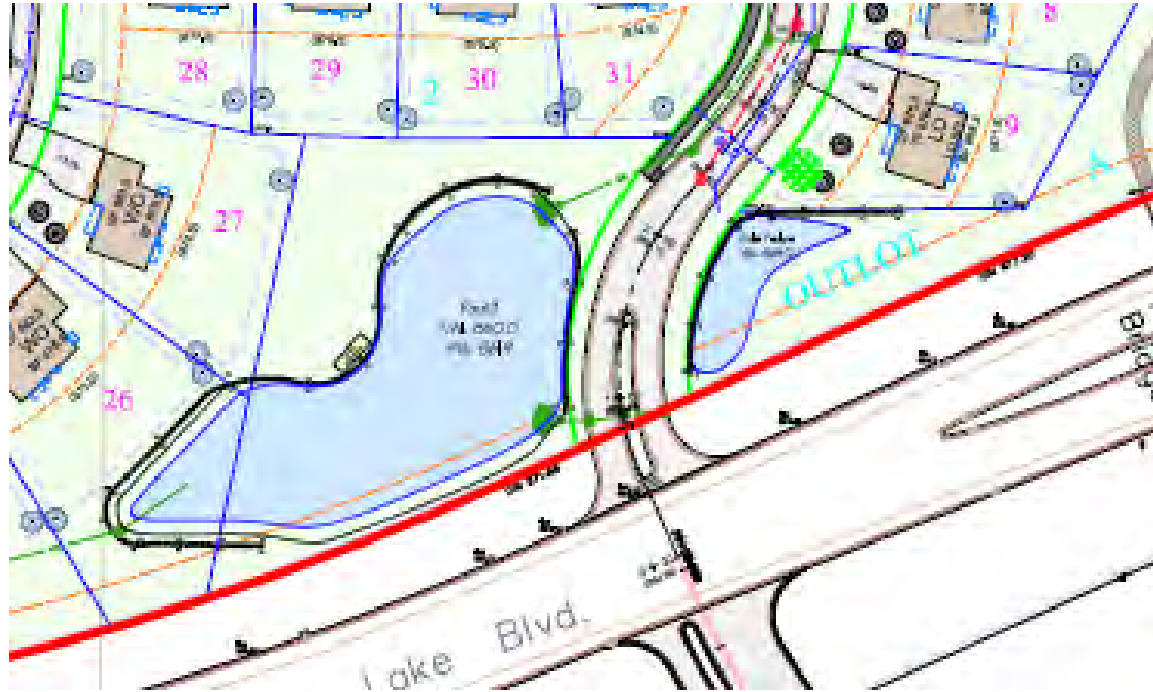
WATERFALLS

- The active waterfalls will signal the upscale nature of the development.

[Click here to play Video 1](#)

[Click here to play Video 2](#)

PONDS ON BOTH SIDES OF THE ENTRANCE



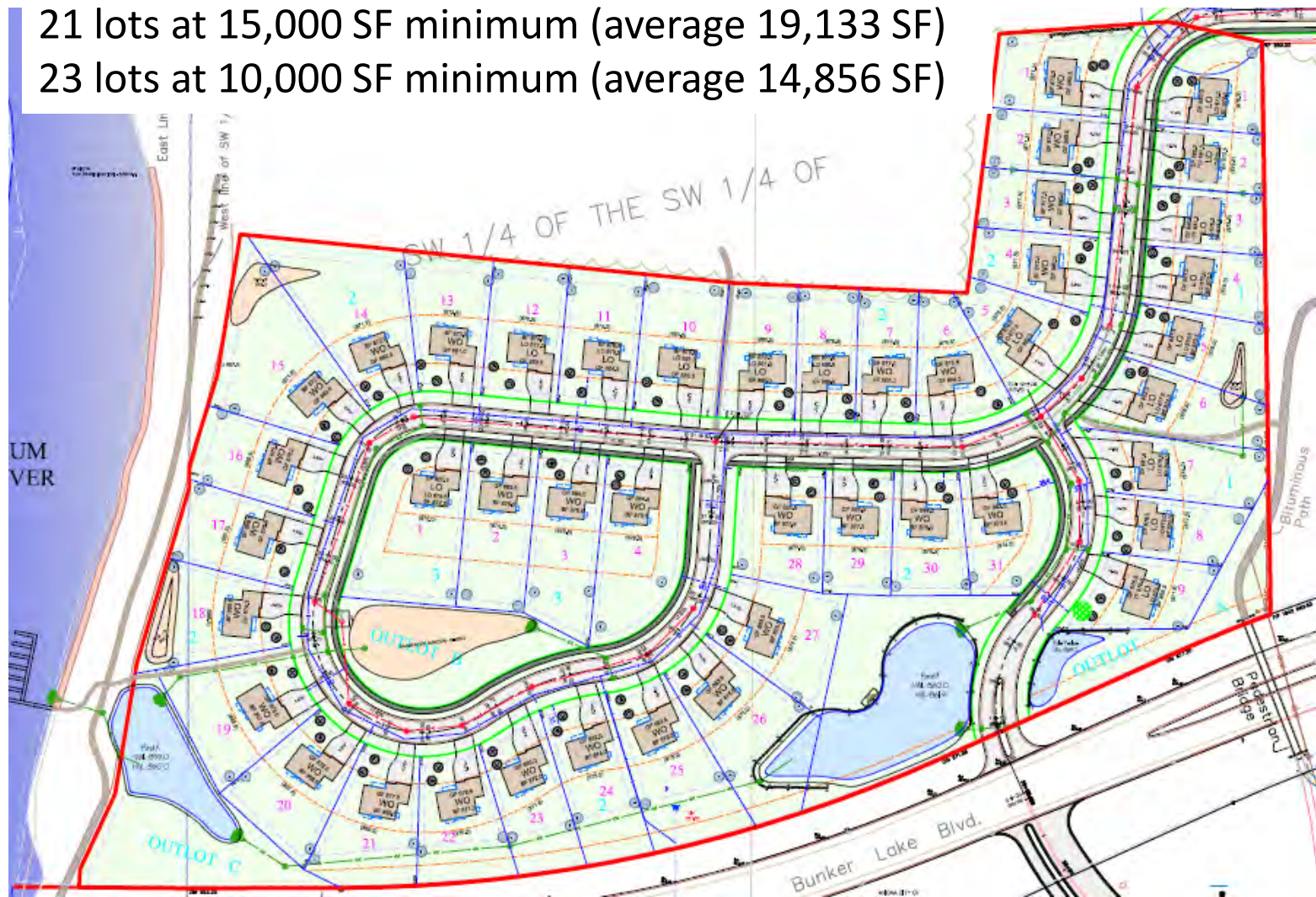
WE WOULD LIKE TO CREATE THE FEEL OF A
“BRIDGE” AS YOU ENTER THE DEVELOPMENT



RUM RIVER SHORES

21 lots at 15,000 SF minimum (average 19,133 SF)

23 lots at 10,000 SF minimum (average 14,856 SF)



MARKETING

- We will add to our budget a marketing fund of \$120,000 over the build-out of the lots
- Marketing plan includes:
 - Grand opening and open house event for realtors
 - Advertising in the Parade of Homes book
 - Weekly signage for model directions
 - Uniform model signage for all models
 - Custom website design for Rum River Shores

COUNCIL MEMO FORM

7.1.E

Meeting Date	August 5, 2013
Agenda Section	Planning Commission
Item Description	RES; Conditional Use Permit; City of Anoka, Rum River Docks
Submitted By	Crystal Paumen, AICP, Associate Planner

BACKGROUND INFORMATION:

The City of Anoka is the applicant for a conditional use permit (CUP) to allow a docking facility along the Rum River, west of the proposed Rum River Shores development. The docking facility is proposed to be located on the southwest corner of the project area, on the east side of the Rum River. The land adjacent to the Rum River is owned by the City and is within the conservation easement that was established in 2007. This area is within the "Scenic" designation of the Wild, Scenic, and Recreational Rivers. As such, a dock with up to 6 moorings/slips that does not have any areas of the dock wider than 8 feet is permitted in this area by the DNR provided a conditional use permit is granted by the City. The proposed docks will not be wider than 8 feet. No additional permits are needed from the DNR for docks with 6 or fewer slips and less than 8 feet wide. The City is the applicant on the CUP application and will own and maintain the proposed facility to be consistent with the other docking facilities in the City and as the underlying property owner of the land where the docks will be located. The docking facility is proposed to be constructed the same as those on 2nd Avenue. There will be a public dock and up to 6 slips will be assembled onto the main public dock. A gate would separate the public docks from the slips. The dock and slips will be open to the public. The slips will be obtainable through a lottery system for lease for 8 year increments.

On May 21, 2013 the Park Board made a motion to recommend there be no docking or boat slips allowed along the conservation easement at this time.

The Planning Commission held the public hearing on July 9, 2013 and recommended approval 5-2.

The Anoka Conservation District reviewed the docking facility proposal at their May 20th meeting, and made a motion to allow a publically accessible dock to be stored outside the easement in the off-season to be consistent with the conservation values of the easement. The ACD clarified they have no jurisdiction over leased boat slips attached to the public dock since they are in the water and not within the conservation easement.

FINANCIAL IMPACT:

Cost is approximately \$40,000. Terms of the use and lease of the mooring slips shall be determined in the Development Agreement with Landmark Development of Anoka.

COUNCIL REQUESTED ACTION:

Adopt the resolution approving the conditional use permit for the docking facility.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-XX

CONDITIONAL USE PERMIT FOR RUM RIVER DOCKS

WHEREAS, the City of Anoka has applied for a conditional use permit to allow a docking facility along the Rum River, west of the proposed Rum River Shores development;

WHEREAS, the area is within the “Scenic” designation of the Wild, Scenic, and Recreational Rivers;

WHEREAS, Minnesota Rules 6105 states a dock with up to 6 moorings/slips that does not have any areas of the dock wider than 8 feet, is permitted in this area by the Department of Natural Resources provided a conditional use permit is granted by the City;

WHEREAS, the land where the docks will be located is adjacent to the Rum River and is owned by the City and is within the conservation easement that was established in 2007;

WHEREAS, the docking facility will be stored outside the easement in the off-season as consistent with the conservation values of the easement;

WHEREAS, the Planning Commission held a public hearing for this item on July 9, 2013 and recommended approval of the conditional use permit with the terms of the use and lease of the mooring slips shall be determined in the Development Agreement;

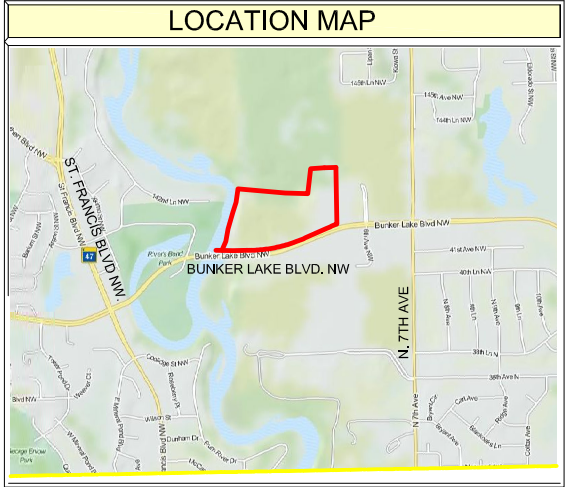
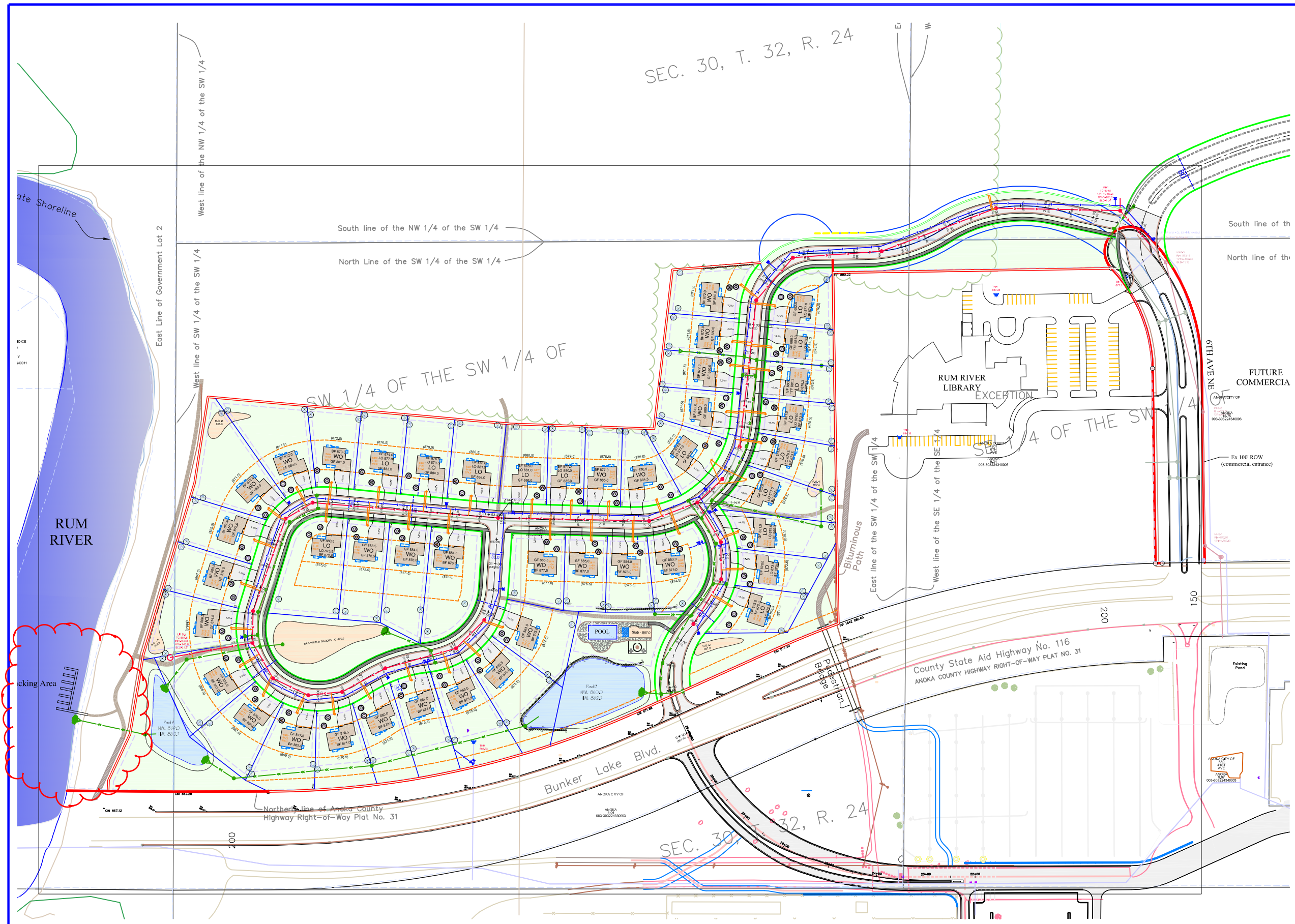
NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby approves the conditional use permit for a docking facility along the Rum River, west of the proposed Rum River Shores development with the terms of the use and lease of the mooring slips shall be determined in the Development Agreement.

Adopted by the Anoka City Council this the 5th day of August 2013.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

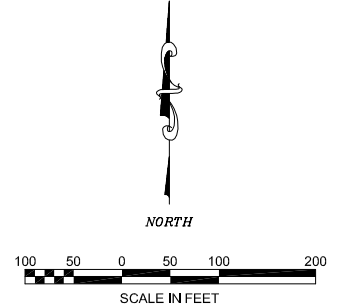


SHEET INDEX TABLE	
SHEET	Description
SP	Preliminary Site Plan
EX	Existing Conditions
PP	Preliminary Plat
GP	Preliminary Grading Plan
EC	Preliminary Erosion Control Plan
UP	Preliminary Utility Plan
TS	Preliminary Tree Survey
TR	Preliminary Tree Replacement Plan
AERIAL	500 Foot Setback Map (11x17 Only)

CONCEPT PLAN -
 Sensitive Development District
 Lots 15,000 sf
 R1 District
 Lots 10,000 sf / 75' min width
 Total Lot Count - 44 Lots
 60' ROW (30' B-B Street)
 Fysb - 35 feet
 Sysb - 5 / 10 feet
 Rysb - 25 feet

ENGINEER
SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY
 WAYZATA, MINNESOTA 55391
 PHONE: (952) 476-6000
 FAX: (952) 476-0104
 CONTACT: ROBERT S. MOLSTAD, P.E.
 EMAIL: MOLSTAD@SATHRE.COM

DEVELOPER
LANDMARK DEVELOPMENT
 13432 HANSON BLVD
 ANDOVER, MN 55304
 PHONE: (763) 438-2561
 CONTACT: NATHAN FAIR



FILE	NO.	BY	DATE	REVISIONS
BASE_ANOKA-C8				
DRAWN BY				
RSM				
CHECKED BY				
RSM				
DATE				
04-25-13				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert S. Molstad
 ROBERT S. MOLSTAD, P.E.
 Date: 04/25/13 Lic. No. 26428

ENGINEERS SURVEYORS
 DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
 --

**ANOKA,
 MINNESOTA**

PRELIMINARY SITE PLAN

**RUM RIVER HEIGHTS
 LANDMARK DEVELOPMENT**

FILE NO.
 49368-016

SP1

SP1

STAFF REPORT



Application A-2013-9c
Conditional Use Permit
Rum River
City of Anoka
July 9, 2013

BACKGROUND

The City of Anoka is processing an application for a conditional use permit to allow a docking facility along the Rum River, west of the proposed Rum River Heights. This area is within the “Scenic” designation of the Wild, Scenic, and Recreational Rivers. As such, a dock with up to 6 moorings/slips, that do not have any areas of the dock wider than 8 feet, is permitted in this area by the DNR provided a conditional use permit is granted by the City. The docks will not be wider than 8 feet. The docking facility will be exactly the same as those on 2nd Avenue. The City is the applicant on the CUP application and will own and maintain the proposed facility also. An illustration is attached for reference. No additional permits are needed from the DNR for docks with 6 or fewer slips and less than 8 feet wide.

The docking facility is proposed to be located on the southwest corner of the project area, on the east side of the Rum River. There will be a public dock and up to 6 slips will be assembled onto the main public dock. A gate would separate the public docks from the slips. The proposal is to lease the slips to the Homeowners Association of the development and the terms of this agreement would be incorporated into the Development Agreement reviewed by the City Council.

The land adjacent to the Rum River is owned by the City and is within the conservation easement that was established in 2007. The Anoka Conservation District (ACD) is the administrator of the easement documents and management plan. The Anoka Conservation District reviewed the docking facility proposal at their May 20th meeting, and made a motion to allow a publically accessible dock to be stored outside the easement in the off-season as consistent with the conservation value of the easement. The ACD clarified they have no jurisdiction over whether or not restricted access boat slips are attached to the dock since that is not within the conservation easement.

Included for Review: Site location Map, docking facility illustration

CONDITIONAL USE PERMIT ANALYSIS

Anoka City Code Chapter 74, Article IV, Division 2, Section 74-114 requires the Planning Commission to consider to what extent the plan minimizes possible adverse effects of the proposed conditional use, what modifications to the plan and what conditions of approval could further minimize the adverse effects of the proposed use.

The following development standards are general requirements for all conditional use permits:

1. The land area and setback requirements of the property containing such a use or activity meet the minimum standards established for the district.

Finding: This requirement is met and the proposed use meets all applicable standards.

2. When abutting a residential use, the property shall be screened and landscaped.

Finding: The docking facility will be approximately 100 feet from the rear property line of the lots to the east in the Rum River Heights development. Such buffer will provide adequate landscaping and screening from the proposed use.

3. Where applicable, all city, county, state and federal laws, regulations and ordinances shall be complied with and all necessary permits secured.

Finding: All applicable requirements have been complied with. No permits are needed from the DNR to allow a dock with up to 6 moorings/slips that does not have any areas of the dock wider than 8 feet provided a conditional use permit is issued by the City. The Anoka Conservation District has reviewed and approved the proposed use.

4. Signs shall not adversely impact adjoining or surrounding residential uses.

Finding: The only signs that may be used will be directional and informational signs to provide public safety information for users of the dock and slips.

5. Adequate off-street parking and loading shall be provided. Such parking and loading shall be screened and landscaped from abutting residential uses.

Finding: Off-street parking is not proposed with the use. The docks will be accessible via a public bituminous trail to the east and the river by boat. The location of this particular docking facility is different than others in the City in that it does not have a public boat landing or a public parking facility that could be incorporated in the conservation easement area. The dock will have a public component for those boating in the river to dock. There are other slips within the City that are available for lease.

6. The road servicing the use or activity must be of sufficient design to accommodate the proposed use or activity, and such use or activity shall not generate such additional extra traffic as to create a nuisance or hazard to existing traffic or surrounding land use.

Finding: The use is not served by a road. The docking facility will be accessible via trail or by river. There is approximately 100 feet between the rear property line of the proposed lots and the edge of the water. This land provides a buffer to minimize any nuisance or hazard that may arise from the facility. The docking facility is to encourage

river recreation and have a positive effect on the public recreational enjoyment of the area.

7. All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and erosion.

Finding: The access trail to the docking facility will be ADA accessible. The docking facility will be stored outside of the conservation easement during the off-season.

8. All open and outdoor storage, sales and service areas shall be screened from view from public streets and from abutting residential uses or districts.

Finding: No outside storage, sales or service areas are proposed with the use. The docking facility will not be stored within the conservation easement in the off-season.

9. All lighting shall be designed to prevent any direct source of light being visible from adjacent residential areas or from the public streets.

Finding: Lighting is not included in the proposal and is prohibited in the easement documentation.

10. The use or activity shall be properly drained to control surface water runoff.

Finding: The dock will allow drainage of surface water.

11. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.

Finding: The docking facility will be constructed exactly like the facility on 2nd Avenue. An illustration is attached for reference. The proposed facility will not be dissimilar or cause impairment in property value or cause blight.

12. The proposed water, sewer and other utilities shall be capable of accommodating the proposed use.

Finding: This item is not applicable.

RECOMMENDATION

Staff recommends approval of the conditional use permit for the docking facility located east of Rum River, contingent upon the Rum River Heights development being constructed and shall comply with the following condition:

1. Terms of the use and lease of the mooring slips shall be determined in the Development Agreement.

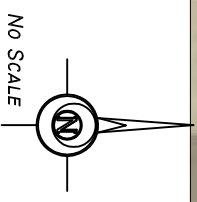
COMMISSION ACTION

The Planning Commission may recommend approval with conditions, recommend denial and state reasons for denial, or postpone the item for further information.

Crystal Paumen, AICP
Associate Planner



**PROPOSED BOAT SLIP LAYOUT AT
SECOND AVENUE LAUNCH RAMP**





COUNCIL MEMO FORM

9.1

Meeting Date	August 5, 2013
Agenda Section	Ordinances and Resolutions
Item Description	RES/Approving a Development Agreement; Landmark of Anoka, LLC
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

A development agreement has been prepared for the Rum River Shores residential project. The development agreement outlines various responsibilities of the developer and the City throughout the term of the project.

Drafts have been exchanged several times between the city and developer and the document attached is a generally agreed upon document between the two parties. Attached is a general summary of the highlights of the agreement. Generally there may be minor changes that occur prior to both parties signing. As is typical with this type of document, the City Council will approve a resolution with the condition that the city attorney has final approval.

Attached is a summary of the highlights of the agreement.

FINANCIAL IMPACT:

There are various financial commitments from the developer and city within the agreement. The attachment also outlines those financial obligations from the City. In addition, this property has always been tax exempt. It is anticipated that once the development is complete, the homes will bring in a total of approximately \$100,000 in annual taxes to the City.

COUNCIL REQUESTED ACTION:

Review the document, provide staff any direction for changes, and adopt the resolution approving the development agreement with Landmark of Anoka, LLC.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-XX

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
WITH LANDMARK OF ANOKA, LLC**

WHEREAS, the City of Anoka is the owner of real property legally described in Exhibit A;

WHEREAS, the City is interested in the development of this property and other improvements on adjacent City owned property related to the development; and

WHEREAS, the City of Anoka and Landmark of Anoka, LLC have entered into a purchase agreement for said property; and

WHEREAS, Landmark of Anoka, LLC desires to develop a 44 unit single family subdivision; and

WHEREAS, the City has approved all necessary zoning approvals for the project; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to enter into the Development Agreement attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the Development Agreement, hereto attached as Exhibit B.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized and directed to sign and execute a Development Agreement in a form substantially similar to the Development Agreement attached to this Resolution.

Adopted by the Anoka City Council this 5th day of August, 2013.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

EXHIBIT A

LEGAL DESCRIPTION

Government Lot 2 , Section 25, Township 32, Range 25, Anoka County, Minnesota lying northerly of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 said Anoka County and also lying easterly of the following described line and its extensions:

Commencing at the intersection of the north line of said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 and the east line of said Government Lot 2; thence North 89 degrees 30 minutes 08 degrees West, assumed bearing, along the said north line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, a distance of 134.21 feet to the point of beginning of the line to be described; thence North 02 degrees 53 minutes 41 seconds East a distance of 22.31 feet; thence North 24 degrees 56 minutes 04 seconds East a distance of 103.21 feet; thence North 09 degrees 29 minutes 10 seconds East a distance of 164.58 feet; thence North 16 degrees 38 minutes 03 seconds East a distance of 226.71 feet to said east line of Section 25 and said line there terminating.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter, said Section 30; thence on an assumed bearing of North 00 degrees 00 minutes 03 seconds West, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, said Anoka County, Minnesota; thence South 88 degrees 37 minutes 29 seconds West, along said right-of-way line, a distance of 805.93 feet; thence westerly, along said right-of-way line, along a tangential curve concave to the south, said curve having a radius of 1984.86 feet and central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet; thence North 01 degree 22 minutes 31 seconds West, not tangent to said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, said curve having a radius of 300.00 feet and central angle of 42 degrees 54 minutes 13 seconds, for a distance of 224.64 feet; thence South 88 degrees 37 minutes 29 seconds West, not tangent to last described curve, for a distance of 565.37 feet to the point of beginning of the land to be described; thence North 78 degrees 36 minutes 00 seconds West a distance of 120.00 feet; thence South 85 degrees 20 minutes 00 seconds West a distance of 210.00 feet; thence South 06 degrees 35 minutes 00 seconds West a distance of 325.00 feet; thence North 88 degrees 04 minutes 00 seconds West a distance of 290.00 feet; thence North 84 degrees 54 minutes 00 seconds West a distance of 618.00 feet; thence South 08 degrees 49 minutes 00 seconds West a distance of 177.43 feet; thence South 16 degrees 38 minutes 03 seconds West a distance of 136.36 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence southerly along said west line to the intersection with said northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31; thence easterly of said northerly right-of-way line to the intersection with a line that bears South 01 degrees 22 minutes 31 seconds East from said point of beginning; thence North 01 degrees 22 minutes 31 seconds West to the point of beginning

**General Items Related to the Draft Development Agreement with Landmark of Anoka,
LLC for the Rum River Shores Development**

1. Developer shall be required to construct homes with a minimal value of \$400,000. No split level or modified two story homes will be permitted to be constructed on any of the lots. The first eight (8) homes built within the subdivision shall have a current fair market value of between \$429,000 and \$650,000. All homes to be constructed must be approved by Dean Hanson of Hanson Builders prior to submittal to the City for approval and issuance of a building permit. These provisions protect the City if another developer has to finish the project that the value and quality of the project is maintained.
2. Developer shall submit construction plans consistent with the approvals by the City Council. Such plans include roads, utilities, public amenities, private amenities, trails, grading, landscaping, bank restoration, etc.
3. Developer shall commence construction/grading by August 30th, 2013.
4. Developer shall be responsible, at their cost for the following improvements:
 - a. Site grading
 - b. Tree removal
 - c. Iron Monument Placement
 - d. Street Signs
 - e. Storm pond construction/maintenance
 - f. Public and private landscaping
 - g. Streets (curb, gutter and pavement) including storm and sanitary sewer, water main
 - h. Street Lights
 - i. Landscaping
 - j. Sidewalks within the subdivision
 - k. Bank stabilization project less the city \$100,000 contribution
 - l. \$253,000 towards the intersection at 41st Avenue and CSAH 116
5. City will have a consulting inspector on site to oversee public improvement installation.
6. Developer will prepare construction plans, be responsible for bank grading, tree removal/reforestation, toe stabilization and trail installation for work related to the overall bank stabilization in the Anoka Nature Preserve.
7. A homeowners association (HOA) will be required.
8. Developer shall install a lift station to serve the development. City will maintain the lift station.

9. The HOA and City Of Anoka shall enter into an ongoing maintenance agreement for any private rain gardens. HOA shall be responsible for maintenance; however City can enforce the agreement.
10. The HOA and City of Anoka shall enter into an ongoing maintenance agreement for any stormwater facilities not within public right-of-way. The HOA shall be responsible for on-going maintenance; however City can enforce agreement.
11. City will install a dock system with one public dock, and six slips to be leased to the general public.
12. City shall install playground equipment as part of a trailhead to the Anoka Nature Preserve with use of park dedication funds. Installation of the equipment shall be done by July 1, 2014.
13. City will design and construct a new intersection at 41st Avenue and CSAH 116. The approximate cost of the intersection will be \$506,000 with the city contributing \$253,000. The intersection will be constructed this fall, and the signalized light installed in the spring of 2014.
14. The City shall have the right to repurchase the property if the developer fails to start work by June 1, 2014.
15. In the event the development fails, the development agreement, construction plans, and all approvals shall survive a transfer to a new developer or bank. This guarantees the quality of development expected by the City.

Performance Guarantee Structure

8/6 (or shortly after) Begin grading	Early Start coverage is in place and project is insured against mechanics liens. \$145,687 in cash (1/3 rd of grading expense) placed with City in escrow for grading. \$38,000 in cash (2% of construction costs) placed with City in escrow for City Engineering, Admin & Inspection
8/29 +/- Closing	\$440,000 (\$10,000 per lot) in cash paid to the City at closing of the property
9/16 +/- Utility and Street Work	Grading is completed. Large utility work to begin. City retains grading escrow. City Engineering, Admin, & Inspection escrow is evaluated for possible additional deposit.
11/31 (or prior) Recording of Final Plat and Issue Building Permits	\$145,687 grading escrow is retained by City and converted to initial payment for "stoplight contribution" \$311,317 letter of credit provided to City for 1.25X outstanding improvements (see attached) \$107,140 paid to City for Park Dedication Fees Final plat is filed and building permits can be issued

2014-2016	Letter of Credit is incrementally reduced as remaining work is completed \$107,313 is paid to City for remaining payment on “stoplight contribution” \$1,297,902 Maintenance Bond issued
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The City has the following assurances:

1. The City will withhold Final Plat until the letter of credit is received for any work not yet completed by November 30, 2013.
2. \$183,687 in cash is being placed with the City in escrow prior to grading.
3. \$440,000 is paid to the City at closing (still without a Plat recorded)
4. The developer has engaged a bank to finance the project and the bank has a significant interest in completing the project. If the developer can't perform, the Bank will finish the development (because the City has yet to file the Plat and the bank needs marketable lots to recover the millions of dollars they have also invested in the project).

Financial Impacts to the City related to items in the development agreement:

Revenue	
Sale of Land	\$413,600
Park Dedication	\$107,140
Total	\$520,740
Expenses	
Intersection at CSAH 116 and 41 st Avenue	\$253,000
Trail construction	\$24,357
City contribution to bank stabilization	\$100,000
Joint Trench work for small utilities	\$19,400
Total	\$396,767

*Note there are other financial impacts related to City fees, taxes generated, etc. not outlined here.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, is by and between the City of Anoka, whose primary address is 2015 1st Avenue North, Anoka, Minnesota 55303, a municipal corporation organized under the laws of the State of Minnesota, (the “City”), and Landmark of Anoka, LLC, a Minnesota Limited Liability Company, whose primary address is 13423 Hanson Blvd. NW, Andover, Minnesota, 55304 (the “Developer”).

WITNESSETH:

WHEREAS, the City is the owner of certain vacant real property located within the City of Anoka, legally described as set forth in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer wishes to acquire the Property as part of a subdivision plan for single family residential use; and

WHEREAS, the City and the Developer have entered into a purchase agreement (the "Purchase Agreement"), a copy of which is attached hereto as Exhibit B, pursuant to which the City has agreed to sell the Property to the Developer; and

WHEREAS, the Developer has agreed to construct single family homes and other improvements on the Property as more fully set forth in this Development Agreement; and

WHEREAS, certain activities within the Improvements as outlined in the Construction Plans will occur on property not included in the purchase agreement owned by the City of Anoka; and

WHEREAS, said improvements on City property are governed by the Development Agreement; and

WHEREAS, in furtherance of its subdivision plan for the Property, the Developer has received approval from the City Council for a proposed plat of land within the corporate limits of the City of Anoka to be known as Rum River Shores; and

WHEREAS, Minnesota Statute §462.358 authorizes the City to enter into a Development Agreement, secured by a performance guarantee for completion of all such improvements following final approval by the City Council and prior to the recording of the final plat at Anoka County; and

WHEREAS, the City and the Developer have entered into this Development Agreement to document their respective rights and responsibilities with respect to the construction of the Improvements.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Development Agreement, as the same may be from time to time modified, amended or supplemented.

"Articles and Sections" mentioned by number only are the respective Articles and Sections of this Agreement so numbered.

"Certificate of Completion" means the certification provided to the Developer or its successors or assigns pursuant to Section 3.4 of this Agreement upon satisfactory completion of the Improvements.

"City" means the City of Anoka, Minnesota.

"City Improvements" means those improvements to or serving the Property to be performed by the City, as more fully set forth under Article VII of this Agreement.

"Construction Plans" means the plans, specifications, drawings and related documents prepared by registered architects or engineers for all construction work to be performed by the Developer on the Property, including all on-site improvements to be performed, installed or constructed upon the Property, pursuant to this Agreement. Such plans shall, at a minimum, include the level of detail required for issuance of building permits by the City.

"Developer's Improvements" means those improvements to or serving the Property to be performed by the Developer, as more fully set forth under Article IV and V of this Agreement

"Event of Default" shall have the meaning set forth in Section 16.1 of this Agreement.

"Improvements" means the site preparation, grading, landscaping, streets, sidewalk, and utility installation, in accordance with the approved Construction Plans for the Improvements and pursuant to the terms of this Agreement.

"Minnesota Environmental Rights Act" means the statutes located at Minnesota Statutes Sections 116B.01 et seq., as amended.

"Party" means either the Developer or the City.

"Parties" means the Developer and the City.

"Purchase Agreement" means the purchase agreement dated May 29, 2013, between the City and the Developer.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays, outside of the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, unusually severe or prolonged bad weather, Acts of God, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, or any other similar causes.

ARTICLE II

Representations And Warranties

Section 2.1. Representations and Warranties by the City. The City represents and warrants that:

(a) The City is a public body politic and corporate under the laws of the State of Minnesota, has the power to enter into this Agreement and to carry out its obligations hereunder.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its corporation or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of the corporation.

(b) The Developer will construct the Improvements upon the Property in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) It is the intent and understanding of the parties that upon completion of the Improvements, consisting of single family homes upon the Property, that the Developer will market the homes to individuals intending to use the Property as their primary residence as opposed to a rental property.

(d) It is the intent and understanding of the parties that the single family homes to be constructed upon the Property will have a current fair market value in excess of \$400,000. No split level or modified two story homes will be permitted to be constructed on any of the lots. The first eight (8) homes built within the subdivision shall have a current fair market value of between \$429,000 and \$650,000. All homes to be

constructed must be approved by Dean Hanson of Hanson Builders prior to submittal to the City for approval and issuance of a building permit.

(e) The Developer has received no notice or communication from any local, state or federal official that the proposed activities of the Developer may be or will be in violation of any environmental law or regulation. The Developer is aware of no violation of any local, state or federal environmental law, regulation or review procedure, or of any facts which would give any person a valid claim under the Minnesota Environmental Rights Act.

(f) The Developer will use its best efforts to construct the Improvements in accordance with all local, state or federal energy conservation laws or regulations.

(g) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(h) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of the terms, conditions or provisions of any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or will constitute a default under any of the foregoing.

(i) The Developer shall prepare a preliminary and final plat for City review and approval.

(j) The Developer shall provide to the City, upon execution of this Agreement and prior to the commencement of construction of the Improvements, proof of financing in an amount and from a source found sufficient by the City to assure the Developer's ability to construct the Improvements contemplated by this Agreement.

ARTICLE III

Construction Of Improvements

Section 3.1. Construction of Improvements. The Developer will construct the Improvements on the Property in accordance with the approved Construction Plans (EXHIBIT C) and at all times during the term of this Agreement will operate and maintain, preserve and keep the Improvements or cause the Improvements to be operated, maintained, preserved and kept in good repair and condition.

Section 3.2. Construction Plans.

(a) The City's willingness to convey the Property to the Developer is predicated upon and subject to the Developer's agreement that it will construct the Improvements in accordance with Construction Plans that Developer shall provide to the City for its review and approval. The Construction Plans shall provide for the construction of the Improvements and shall be in conformity with this Agreement and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if: (1) the Construction Plans conform to the terms and conditions of this Agreement; (2) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) the Construction Plans are adequate to provide for the construction of the Improvements; and (4) no Event of Default has occurred. If the City rejects the Construction Plans in whole or in part, which rejection shall be by a written statement from the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 3.2, then the Developer shall submit new or corrected Construction Plans within thirty (30) days after receipt by the Developer of such written statement.

The provisions of this Section 3.2 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. The Construction Plans shall be deemed approved by the City unless rejected in writing within thirty (30) days after receipt from the Developer by the City with a statement of the City's reasons for such rejection.

(b) If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change, in writing, to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Agreement and such changes do not materially alter the nature, quality or exterior appearance of the Improvements, the City shall approve the proposed change and notify the Developer in writing of its approval.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, and contingent upon Developer securing adequate financing, the Developer shall commence construction of the Improvements by August 30, 2013. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Improvements by November 15, 2015 unless amended by the parties. Appropriate extension of time for completion shall be made for time lost as a result of Unavoidable Delays or other factors approved by the City; provided that within twenty (20) days after the occurrence of an Unavoidable Delay or other factor, the Developer shall have notified the City in writing of such occurrence.

Until construction of the Improvements has been completed, the Developer shall make reports to the City, in such detail and at such times as may reasonably be requested by the City,

as to the actual progress of the Developer with respect to construction of the Improvements. The Developer shall allow designated representatives of the City to enter upon the Property, upon twenty-four (24) hour prior notice, during the construction of the Improvements to inspect such construction.

Section 3.4. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Improvements (including the dates for beginning and completion thereof), and upon approval of the Improvements by the City, the City will furnish the Developer with an appropriate instrument so certifying (the Certificate of Completion). Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Developer and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the City to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Improvements, or any part thereof.

(b) If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 3.4, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

(c) The construction of the Improvements shall be deemed to be completed when such Improvements are substantially completed. Such Improvements will be deemed to be substantially completed when the Developer has received a certificate of occupancy by the City for all 44 homes to be constructed.

ARTICLE IV

The Developer will construct and install, at Developer's expense, the following improvements identified under Parts A and B ("Developer's Improvements"), according to the terms and conditions stated herein.

Developer's Improvements (Part A)

Section 4.1. Site Grading. The Developer shall do all site grading associated with common greenway, trails/sidewalks and open spaces, storm water storage ponds and surface drainage ways including sodding of boulevards, all in accordance with the Construction Plans. Upon completion of all grading, Developer's engineer shall certify in writing that the site is graded to the approved plans and that all unbuildable soils are removed from within the street right-of-way

and within the buildable area identified herein. Also, the Developer agrees prior to commencement of grading to call a pre-construction meeting between the City, Developer and contractors for the site grading.

Section 4.2. Soil Erosion and Tree Protection. The Developer shall control soil erosion ensuring:

(a) All development shall conform to the natural limitations presented by the topography and soil of the subdivision in order to create the best potential for preventing soil erosion. The Developer shall submit an erosion control plan as part of the grading and drainage plan, detailing all erosion control measures to be implemented during construction. Said plan shall be approved by the City prior to the commencement of site grading or construction. The developer shall also submit a copy of their Storm Water Pollution Prevention Plan (SWPPP) to the City prior to commencement of site grading or construction.

(b) Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures, as required by the City, shall be installed prior to development when necessary to control erosion.

(c) Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time.

(d) Where the topsoil is removed, sufficient comparable soil shall be set aside for re-spreading over the developed area which shall also be seeded, mulched, and disk anchored. The topsoil shall be restored to a depth of at least four (4) inches, and shall be of a quality at least equal to the soil quality prior to development.

(e) The Developer shall be responsible to maintain the required tree protection during all grading activities.

Section 4.3. Iron Monument Placement. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed after all street/utilities (public and private) and lawn grading has been completed in order to preserve the lot markers for future property owners.

Section 4.4. Street Signs. The Developer shall pay for the installation of all standard street signs at all locations required for the development as determined by the City Engineer. The City Engineer shall, by August 30, 2013, advise Developer of the required sign locations. The Developer has the option of installing the signs per City design and installation requirements or the City shall install all such signage and the Developer shall reimburse the City for the cost thereof by payment in advance to the City of the estimated cost thereof.

Section 4.5. Street and Storm Sewer Maintenance. The Developer shall be responsible for street and storm sewer maintenance, including curbs, boulevards, sod, street sweeping and storm sewer cleaning until 95% of the homes within the development are constructed upon the lots. The

City’s Consulting Engineering will conduct site visits to ensure compliance. Staff will contact the Developer in writing and give a reasonable timeframe to meet compliance. If this is not met, the City will sweep the streets and invoice the Developer for time spent. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the developer shall maintain a smooth driving surface and adequate drainage on all temporary streets. Performance shall be guaranteed by the financial guarantee recited herein.

Section 4.6. Stormwater Holding Ponds. The Developer shall dedicate and survey all storm water holding ponds as required by the City. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as reasonably required by the City, prior to completion and acceptance of the development. The Developer grants the City the right to enter upon the property to perform all functions required under this Agreement and City Codes. Performance shall be guaranteed by the Performance Guarantee set forth under Article VIII of this Agreement.

Section 4.7. Approvals and Permits. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading and prior to the construction of Developer Improvements.

Section 4.8. Utilities. The Developer shall arrange for all gas, telephone, cable television (if available) and electric utilities to be installed to serve the development. City shall reimburse the Developer for installation of small utilities through a joint trench agreement between the developer and Anoka Municipal Utility.

Section 4.9. Street Lights. The Developer shall be responsible for installation of street lights according to City design and spacing specifications.

Section 4.10 City Engineer. The City shall provide a licensed professional engineer, or their duly authorized representative, at a cost not to exceed \$80 per hour, to oversee, at the Developer’s expense, the Developer’s Improvements identified in Part A of Article IV until such improvements are completed and accepted by the City. The City shall conduct an inspection within 48 hours of notice or request by the Developer. The 48 hour notice shall exclude weekends and holidays.

Estimated cost of Developer’s Improvements for **Parts A**, the description and completion dates are as follows:

<u>Description of Improvements</u>	<u>Estimated Cost</u>	<u>Date to be Completed</u>
<u>Part A</u>		
1. Site grading	\$	
2. Iron Monuments	\$	
3. Erosion control/street sweeping/tree protection	\$	

4.	Sodding of boulevard	\$
5.	Landscaping improvements	\$
6.	Street Lights	\$
7.	Other	\$
	Total Estimate of Part A (Items 1-7)	\$
	Estimated Legal, Engineering & Administrative, Indirect Costs (10%)	\$
	Total Part A	\$

Developer's Improvements (Part B)

Section 4.11. Construction of City Maintained Improvements.

(a) The Developer shall install all streets, trails/sidewalks and utilities (sanitary sewer, watermain and storm sewer) in accordance with the approved street/utility plan and specifications that has been approved by the City and/or the City's consulting engineer. Also, the Developer agrees prior to commencement of construction to call a pre-construction meeting between the City, Developer and contractors for the street and utility construction. Developer further agrees to coordinate its contractors' activities with the City for inspections. If improvements are installed without required City inspections, the City may require that such improvements be removed and reconstructed. City inspector shall be notified at least 48 hours prior to any and/or all construction activity.

(b) The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of streets, trails/sidewalks, utilities, etc. and prior to the Developer awarding construction contracts.

(c) Inspection. All of the work shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction. The City shall provide a licensed professional engineer, or their duly authorized representative, at a cost not to exceed \$80 nper hour, to oversee, at the Developer's expense, the Developer's Improvements identified in Part B of Article IV until such improvements are completed and accepted by the City. The City shall conduct an inspection within 48 hours of notice or request by the Developer. The 48 hour notice shall exclude weekends and holidays.

(d) Easements. The Developer shall dedicate to the City, as part of the final plat and at no cost to the City, all permanent easements necessary for the construction and installation of the Developer's Improvements under Part B as determined by the City. It shall be Developer's responsibility to obtain any and all temporary easements as may be

necessary for Developer's performance under this Agreement.

(e) Oversizing Reimbursement. In the event that Developer is required to construct any sanitary sewer, storm sewer, watermain improvements or trail improvements that will benefit properties beyond the boundary of the Developer's plat, the City shall reimburse Developer for the construction costs thereof as determined by the Developer, and agreed upon by the City, through invoices of work provided. . This amount shall be paid to Developer on or about thirty (30) days after the City's receipt of an invoice showing the amount due is provided to the City

(f) The Developer shall be responsible for all standard street signs at all locations required for the development.

(g) As-built drawings of all improvements identified in Part B shall be filed with the City Engineer. Such as-built drawings shall show the date of construction and shall be drawn in such a manner and on such materials to meet the standards of the City available in the City engineer's office. As-built drawings must be completed and filed in the City engineer's office within 365 days of the completion of such improvement. If as-built drawings are not filed within the time period specified the City engineer may be authorized to conduct surveys and complete the drawings and all of the costs pursuant thereto shall be paid by the Developer.

Estimated cost of Developer's Improvements, the description and completion dates for **Parts B** are as follows:

<u>Description of Improvements</u>	<u>Estimated Cost</u>	<u>Date to be Completed</u>
Part B		
1. Sanitary sewer, watermain, streets, storm sewer, etc.	\$	
2. Trails/Sidewalks	\$	
Total Estimate of Part B (Items 1-2)	\$	
Estimated Legal, Engineering & Administrative, Indirect costs (10%)	\$	
Total Part B	\$	

Note: Additionally, Developer shall be responsible for all typical development fees identified in the City Fee Schedule as adopted by City Code.

ARTICLE V

Improvements Within The Anoka Nature Preserve

The City identifies that certain improvements will occur within the Anoka Nature Preserve. The following outlines terms and conditions related to said improvements.

Section 5.1. City Financial Contribution. The City shall pay Developer \$100,000 towards the riverbank stabilization project to be constructed by Developer as outlined in the Construction Plans. This amount shall be paid to Developer after all improvements within the Anoka Nature Preserve according to the Construction Plans have been completed.

Section 5.2. Construction Plans. The Developer shall prepare plans for the grading, stabilization, and reforestation of the river bank along the Rum River. Such plans shall be reviewed by the City of Anoka, Anoka Conservation District and Minnesota Department of Natural Resources. The plans shall include cost estimates. The plans shall be included as part of the Construction Plans.

Section 5.3. Grading/Access to Dock System. The Developer shall be responsible to grade an area and provide access to the dock system from the main trail. .

Section 5.4. Grading of the Bank. The Developer shall be responsible to grade the bank in accordance with the approved Construction Plans.

Section 5.5. Tree Removal/Reforestation. The Developer shall be responsible for tree removal related to the stabilization of the bank and reforestation of the river bank in accordance with the approved Construction Plans.

Section 5.6. Trail. The Developer shall be responsible for constructing the main public trail, the public trail between Lots 6 and 7, Block 1, the public trail between Lots 9 and 10, Block 2 and the public trail to the dock system in accordance with the approved Construction Plans. The City shall reimburse Developer for construction costs after an invoice providing the cost breakdown has been provided to, and approved by, the City. The City shall submit reimbursement within 30 days of receipt of the approved invoice. The Developer shall grant the City an easement for trail purposes over the trail between Lots 6 and 7, Block 1, and trail between Lots 9 and 10, Block 2.

Section 5.7. Temporary Irrigation. City shall be responsible for the temporary irrigation of the riverbank stabilization improvements for two years following the completion of construction of said improvements.

ARTICLE VI

Additional Developer Obligations

Section 6.1. Homeowners Association. A homeowners association shall be established along with a written declaration to be approved by the City. The declaration shall include authorization for the city to enforce the provisions if the association fails to do so. The City shall require reimbursement for costs of enforcement including, but not limited to, attorney fees. The declaration may not be amended without City approval, which approval shall not be unreasonably withheld.

Section 6.2. Lift Station Easement. The Developer, at Developer's Cost, shall install a lift station to serve the development on Outlot B. The Developer shall provide the City an easement under a separate agreement over Outlot B to allow access for the ongoing maintenance, repair and replacement of the lift station.

Section 6.3. Rain Garden Maintenance. The Homeowners Association shall provide documentation for the ongoing maintenance of any rain gardens within the subdivision. The documentation shall include authorization for the City to enforce the provisions if the association fails to do so. The City shall require reimbursement for costs of enforcement including, but not limited to, attorney fees.

Section 6.4. Private Storm Sewer/Pond Maintenance. The Homeowners Association shall provide documentation for the ongoing maintenance of any stormwater facilities not within public right-of-way. The documentation shall include authorization for the City to enforce the provisions if the association fails to do so. The City shall require reimbursement for costs of enforcement including, but not limited to, attorney fees.

ARTICLE VII

City Improvements

The City will perform certain improvements according to the following terms and conditions:

Section 7.1. Dock System. Provided all construction work and improvements to be performed by the Developer and necessary in order for the City to proceed has been completed, the City shall install, at City's expense and not later than June 10, 2014, a dock system generally north of the County Road 116 Bridge.

Section 7.2. Intersection at County Road 116. The City will undertake construction of an intersection with signal lights serving the Property from County Road 116. Substantial completion of the intersection shall take place in 2013. Traffic signals shall be installed in 2014. The Developer agrees to pay the amount of Two Hundred Fifty-Three Thousand and 00/100 Dollars (\$253,000) towards construction of the intersection and signal. This amount shall be

paid to the City on a date at or around thirty (30) days prior to the installation of the signals. The Developer and City recognize the exact date of installation may vary by several days as a result of circumstances outside of the City's control.

Section 7.3 Trailhead/Tot Lot Provided all construction work and improvements to be performed by the Developer and necessary in order for the City to proceed has been completed, the City shall construct a tot lot park with playground equipment not later than July 1, 2014 on the southeast corner of the Anoka Nature Preserve.

ARTICLE VIII

Performance Guarantees, Financial Requirements, Plat Recording

Section 8.1. Developer's Improvements. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer's Improvements identified in Parts A and B of Article IV, and obligations identified in Article V.

Section 8.2. Guarantees. The Developer shall provide to the City cash in the amount of \$145,687 to be placed in escrow prior to the Commencement of Construction. The Developer shall also provide at the same time to the City, \$38,000 in cash to be placed in escrow for City engineering, administration, and inspection costs. On or before November 30, 2013, the Developer shall provide the City a cash escrow or letter of credit in the amount of 1.25x the cost of any remaining Developer Improvements required in this agreement not yet completed. This amount shall include but not be limited to grading, tree removal, sanitary sewer, watermain, storm sewer, streets, sidewalks, street lights, bank restoration, landscaping, and monument placement. The developer shall provide a breakdown of the remaining costs of work to be completed. The City will allow reductions in the letter of credit or cash escrow upon work being completed and approved by the City. After the letter of credit or cash escrow is received, the original \$145,687 in cash provided to the City will be placed in escrow for payment towards the intersection improvements in Section 7.2.

Section 8.3. Park Dedication. The Developer shall pay in the amount of \$107,140 in park dedication prior to recording of the final plat.

Section 8.4. Final Plat Recording. The City shall record the final plat once the City has received the letter of credit required to be submitted by November 30, 2013 and all park dedication fees required in Section 8.3. The City has the right to hold recording of the final plat until these have been received.

Section 8.5. City Maintained Improvements. Upon the City's written final acceptance of the City maintained improvements lying within the public easements or right-of-way, to occur upon acceptance of such improvements, a two year warranty bond shall be provided to the City by the Developer based on 25% of the final construction costs for Developer's Improvements identified in Part B of Article IV unless otherwise directed by the City Engineer.

ARTICLE IX

Recording And Release

The Developer agrees that the terms of this Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Property and Subdivision described on Page 1 hereof.

ARTICLE X

Reimbursement Of Costs

The Developer agrees to fully reimburse the City for all costs incurred by the City in connection with this Agreement including, but not limited to, the actual costs of preparation of the plans and specifications for said improvements, engineering fees, legal fees, inspection fees, interest costs, costs of acquisition of necessary easements, if any, and any other costs incurred by the City relating to this Agreement and the installation of the aforementioned improvements.

Furthermore, the Developer agrees to deposit with the City such sums reasonably required by the City and relating to the costs described in the preceding paragraph. The amounts of such deposits shall be as shown in the City Fee Schedule as adopted by City Code. Said amount shall bear no interest and the City shall have the right to pay all fees and expenses and costs which are the obligations of the Developer under this contract from the aforementioned escrow deposit. Any monies remaining after the payment of said fees and costs shall be returned to the Developer. Any disputes regarding said fees shall be resolved in accordance with Minnesota Statutes §§ 462.353 and 462.361.

All reimbursements from the City to Developer as set forth in this Agreement shall be made administratively, when possible, so that Developer will not be required to seek further City Council approval for such reimbursements.

ARTICLE XI

Building Permits And Certificates Of Occupancy

Where a platted street intersects an existing publicly maintained road, the City Building Official will only issue building permits on lots within 150 feet of a hard surfaced roadway. In the event lots are more than 150 feet from a hard surfaced roadway, the Developer shall construct a gravel service road to provide access to these lots as required by the City. The Developer shall submit a plan to the City for approval identifying the location of the proposed access roads and the lots being requested for building permits. Building permits can be requested for the remaining lots within the development after the first lift of the asphalt has been installed on the street. The City shall require that a "Hold Harmless Agreement" be provided by the Builder if the drainage improvements serving the development (i.e. ponds, outlet structures, and overflow pipes) are not completed prior to a building permit being issued. No certificate of occupancy will be issued on

any lot that abuts a pond unless the pond infrastructure is completed according to the City approved plan.

No Certificate of Occupancy permit shall be issued for any house in the plat until the following have been completed:

- A. An as-built plan of the development and a letter from the Developer's engineer certifying the plat has been graded according to the grading, drainage and erosion control plan as approved by the City. The Developer will notify the City a minimum of two (2) weeks prior to any Certificate of Occupancy permit being requested.
- B. The first lift of street asphalt surface, sanitary sewer, storm sewer and water has been constructed, considered operational, and approved by the City Engineer. The Developer will notify the City a minimum of two (2) weeks prior to any Certificate of Occupancy permit being requested to allow adequate time for an inspection to be completed of all the required improvements.

The Developer further agrees that it will not cause to be occupied, any premises constructed upon the plat or any property within the plat until the completion of the gas, electric, telephone, cable television (if available), streets to asphalt surface, sanitary sewer, storm sewer, and water, unless the City has agreed in writing to waive this requirement as to a specific premises.

Seeding and sodding of the lot shall be completed prior to a certificate of occupancy. In the event a lot is not seeded or sodded and does not have 4 inches of black dirt spread prior to issuance of a Certificate of Occupancy, the builder of a house constructed upon a lot shall post a \$2,000 cash escrow for each lot that is not seeded or sodded, to assure that the lot will have black dirt and a lawn established within six months. Escrowing prior to issuance of the Certificate of Occupancy shall also be required for all other incomplete items.

The City Building Official may issue a stop work order for any violations relating to silt fencing, erosion control or tree protection.

ARTICLE XII

Cleanup

Developer shall promptly clean dirt and debris from streets that has resulted from construction by the Developer, its agents or assigns. Performance shall be guaranteed by the Performance Guarantee recited herein. City reserves the right to perform such work as necessary and will invoice all costs to Developer if not completed within the timeframe set by the City, its agents or assigns, in a written notice. The Developer shall be responsible for rubbish and/or construction debris blown off the Property.

ARTICLE XIII

Ownership Of Improvements

Upon completion of the work and construction required by this contract and acceptance by the City, the improvements lying within the public right-of-way or easements shall become City property without further notice or action.

The Developer shall schedule City inspections through the City Engineering Department a minimum of forty-eight (48) hours prior to constructing City maintained improvements within the public right-of-way or easements.

Prior to acceptance by the City of the City maintained improvements lying within the public right-of-way or easements, the Developer shall provide evidence by sworn construction statement that all contractors who may be entitled to file mechanics liens have been paid.

ARTICLE XIV

Prohibitions Against Assignment And Transfer; **Indemnification**

Section 14.1. Prohibition Against Transfer of Property and Assignment of Agreement.

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under this Agreement, and any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease or any trust or power, or transfer in any other mode of form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:

(i) Any proposed transferee shall meet the qualifications and financial responsibility in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 14.1(b)(ii) shall not apply; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, shall not (unless and only to the

extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of the Parties as expressed in this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer or change with respect to ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

(iii) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this Article XIV.

(c) Notwithstanding the foregoing in this Section 14.1 which the City agrees is not applicable to a conveyance as described in this subpart (c), Developer shall have the right to convey a lot or lots to Hanson Builders, Inc., Jonathon Homes, Inc. or such other home builder Developer reasonably determines is a quality home builder, for the purpose of construction of a single family house thereon in accordance with all requirements set forth in this Agreement and all applicable City Code requirements.

Section 14.2. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City, and the governing body members, officers, agents, servants and employees thereof shall not be liable for, and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof, against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements or Developer's Improvements.

(b) Except for any willful misrepresentation or any negligent, willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City, and the governing body members, officers, agents, servants and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and

operation of the Improvements or Developer's Improvements and provided that such proceeding is based upon the acts of the Developer or of others acting on behalf or under the direction or control of the Developer.

(c) The City, and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the Developer, or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person, excluding the negligent acts or misconduct of the City, its agents or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(e) Upon completion, and acceptance by the City, of Developer's construction of the riverbank stabilization improvements, the City and the governing body members, officers, agents, servants and employees thereof agree to indemnify and hold harmless Developer and its officers, members, governors, agents and contractors from and against any loss or damage to property occurring at or about or resulting from the construction of the riverbank stabilization improvements.

Section 14.3. Approvals. Any approval of a transfer of interest in this Agreement or the Property required to be given by the City under this Article XIV may be denied only in the event that the City reasonably determines that the ability of the Developer, or its successor or assign, to perform its obligations under this Agreement, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

ARTICLE XV

Insurance and Condemnation

Section 15.1. Insurance. Developer and/or all its subcontractors shall take out and maintain during and until one (1) year after the City has accepted the Developer's Improvements identified in part A of Article IV, and two (2) years after the City has accepted the improvements (streets, trails/sidewalks & utilities) that were installed by the Developer identified in Part B of Article IV lying within the public right-of-way or easements, the following insurance:

(a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy; and

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(c) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State. The policies of insurance shall name the City as an additional insured on the policy, and the Developer or all its subcontractors shall file with the City a certificate evidencing coverage prior to any construction by the Developer or its subcontractors. The certificate shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City and the Developer in the event of cancellation of such policy or change affecting the coverage thereunder. The certificate may not contain any disclaimer for failure to give the required notice.

ARTICLE XVI

Events of Default

Section 16.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 16.2. Remedies on Default. Whenever any Event of Default referred to in Section 16.1 of this Agreement occurs, the City may take any one or more of the following actions after provision of thirty (30) days' written notice to the Developer by the City of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) Withhold the Certificate of Completion.

(b) Refuse to issue building permits to any property within the plat until such time as such default has been inspected and corrected to the satisfaction of the City.

(c) Perform the work of the Developer and the Developer shall promptly reimburse the City for any expense incurred by the City within thirty (30) days. Failure to do so shall result in the City withholding any cash deposit, certified check, letter of credit, or any other form of Performance Guarantee of the Developer.

(d) If the plat is a phase of a multi-phase preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this contract and the breach has not been remedied.

(e) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement and shall be entitled to collect any and all expenses incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense.

Section 16.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 16.4. No Additional Waiver Implied by One Waiver. In the event any agreement should be breached by Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XVII

Additional Provisions

Section 17.1. Right to Repurchase. Subject to Unavoidable Delays or any delay attributable to the City, if the Developer fails to commence construction of the Improvements prior to June 1, 2014, the City, in its discretion and upon written notification to the Developer within thirty (30) days after said date, may elect to repurchase the Property from the Developer. The repurchase price shall be the same price paid by the Developer to the City to purchase the Property, less the City's actual closing costs incurred in (1) the original sale of the Property to the Developer and; (2) the City's actual closing costs incurred in the repurchase of the Property from the Developer, payable at the time of the repurchase. The right-of-repurchase may be enforced by any appropriate means, including an action for specific performance.

Section 17.2. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that the Developer and such successors and assigns shall devote the Property to, and only to, and in accordance with, the uses specified in the City Code or in approved variances, for the term of this Agreement.

Section 17.3. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder

or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 17.4. Incorporation by Reference. All City approved plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as as if fully set out herein.

Section 17.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the addresses hereinbefore set forth on Page 1, or at such other address with respect to either such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 17.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 17.7. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this Agreement.

Section 17.8. Clerical Revisions. In the event that any technical or clerical revisions are needed in this document or if for any reason the County Recorder deems this Agreement un-recordable, the Developer shall cooperate with the City in the execution or amendment of any revised development agreement.

Section 17.9. Binding Effect. The terms and provisions hereof 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 Subdivision and shall be deemed covenants running with the land. Notwithstanding the foregoing, individual homeowners shall not be obligated to perform Developer's obligations hereunder.

Section 17.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 17.11. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

CITY OF ANOKA

By _____
Phil Rice, Mayor

ATTEST:

By _____
Amy Oehlers, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this ____ day of _____, 2013, before me, a Notary Public within and for said County, personally appeared Phil Rice and Amy Oehlers, to me known to be respectively the Mayor and City Clerk of the City of Anoka, and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said City.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Government Lot 2 , Section 25, Township 32, Range 25, Anoka County, Minnesota lying northerly of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 said Anoka County and also lying easterly of the following described line and its extensions:

Commencing at the intersection of the north line of said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 and the east line of said Government Lot 2; thence North 89 degrees 30 minutes 08 degrees West, assumed bearing, along the said north line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, a distance of 134.21 feet to the point of beginning of the line to be described; thence North 02 degrees 53 minutes 41 seconds East a distance of 22.31 feet; thence North 24 degrees 56 minutes 04 seconds East a distance of 103.21 feet; thence North 09 degrees 29 minutes 10 seconds East a distance of 164.58 feet; thence North 16 degrees 38 minutes 03 seconds East a distance of 226.71 feet to said east line of Section 25 and said line there terminating.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter, said Section 30; thence on an assumed bearing of North 00 degrees 00 minutes 03 seconds West, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, said Anoka County, Minnesota; thence South 88 degrees 37 minutes 29 seconds West, along said right-of-way line, a distance of 805.93 feet; thence westerly, along said right-of-way line, along a tangential curve concave to the south, said curve having a radius of 1984.86 feet and central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet; thence North 01 degree 22 minutes 31 seconds West, not tangent to said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, said curve having a radius of 300.00 feet and central angle of 42 degrees 54 minutes 13 seconds, for a distance of 224.64 feet; thence South 88 degrees 37 minutes 29 seconds West, not tangent to last described curve, for a distance of 565.37 feet to the point of beginning of the land to be described; thence North 78 degrees 36 minutes 00 seconds West a distance of 120.00 feet; thence South 85 degrees 20 minutes 00 seconds West a distance of 210.00 feet; thence South 06 degrees 35 minutes 00 seconds West a distance of 325.00 feet; thence North 88 degrees 04 minutes 00 seconds West a distance of 290.00 feet; thence North 84 degrees 54 minutes 00 seconds West a distance of 618.00 feet; thence South 08 degrees 49 minutes 00 seconds West a distance of 177.43 feet; thence South 16 degrees 38 minutes 03 seconds West a distance of 136.36 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence southerly along said west line to the intersection with said northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31; thence easterly of said northerly right-of-way line to the intersection with a line that bears South 01 degrees 22 minutes 31 seconds East from said point of beginning; thence North 01 degrees 22 minutes 31 seconds West to the point of beginning.

EXHIBIT B

EXHIBIT C

COUNCIL MEMO FORM

9.2

Meeting Date	August 5, 2013
Agenda Section	Ordinances and Resolutions
Item Description	ORD/First Amendment to Purchase Agreement; Landmark of Anoka, LLC. (2nd reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

On May 29, 2013 a purchase agreement was entered into between the City of Anoka and Landmark of Anoka, LLC for purchase of approximately 22.5 acres of city owned land north of County Road 116 and west of the Anoka County Library to allow for a 44 lot, single family home development called Rum River Shores.

Two contingencies were outlined in the agreement:

(a) Buyer and Seller agreeing upon a Development Agreement for the development of the Property by Buyer, which will provide that the Buyer will develop a single family residential subdivision in conformance with the preliminary and final plat.

(b) Seller's approval of Buyer's preliminary and final plat.

In the event any of the above contingencies have not been satisfied by Buyer, or waived by Seller on or before the date which is sixty (60) days from the date hereof, this Agreement shall be voidable at the option of Seller or Buyer.

The 60 day period anticipated the project going through approvals in June. Because the approvals have been delayed a month and aren't expected to be acted upon until the August 5th meeting, the purchase agreement must be amended to extend the deadline of the 60 days (July 28th) an additional 30 days to August 27th. The amendment allows the necessary contingencies to be considered by the City Council within the required time.

No changes were made between the first and second readings.

FINANCIAL IMPACT:

The sale price is \$440,000 (\$10,000/lot) and is subject to closing costs. The city hired an agent to list the property and the sale price is subject to a 6% percent fee. If the number of lots changes as a result of review of the plat, the purchase price is adjusted on a price per lot of \$10,000.

COUNCIL REQUESTED ACTION:

Approve the second reading and adopt the ordinance amending the purchase agreement with Landmark of Anoka, LLC.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2013-XXXX

**AN ORDINANCE FOR A FIRST AMENDMENT OF A PURCHASE AGREEMENT TO
CONVEY REAL PROPERTY TO LANDMARK OF ANOKA, LLC.**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1:

WHEREAS, the City of Anoka owns real property identified in Exhibit A of the attached Purchase Agreement; and

WHEREAS, Landmark of Anoka, LLC proposes to develop a 44 lot, single family home subdivision on the property identified in Exhibit A of the Purchase Agreement; and

WHEREAS, the City of Anoka entered into a Purchase Agreement with Landmark of Anoka, LLC dated May 29th, 2013; and

WHEREAS, the Purchase Agreement needs to be amended to reflect a new timeline for contingencies to be met based on a change in schedule of originally anticipated approvals; and

WHEREAS, the Council has determined in accordance with Section 13.05 of the City Charter that it would be in the best interest of the City of Anoka to sell the real property owned by the City of Anoka to Landmark of Anoka, LLC pursuant to the terms of the attached Purchase Agreement.

NOW, THEREFORE, the Council of the City of Anoka, Minnesota, ordains:

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.
2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.
3. This ordinance shall be in full force and effect seven (7) days after publication.

Section 2: This Ordinance shall be in full force and effective upon passage and seven days after publication.

Phil Rice, Mayor

Amy T. Oehlers, City Clerk

Introduced: July 15, 2013
Adopted: August 5, 2013
Published: _____
Effective: _____

	Aye	Nay	Abstain	Absent
Rice	_____	_____	_____	_____
Anderson	_____	_____	_____	_____
Freeburg	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

**FIRST AMENDMENT TO PURCHASE AGREEMENT BETWEEN CITY OF ANOKA
AND LANDMARK OF ANOKA, LLC**

This First Amendment to Purchase Agreement (this "Amendment") is entered into and made effective as the later date of signature by the Parties on the signature page, by and between the City of Anoka ("Seller"), and Landmark of Anoka, LLC or its assigns ("Buyer") (together, Seller and Buyer are the "Parties").

RECITALS

WHEREAS, the Parties previously entered into a certain Purchase Agreement dated May 29, 2013 (the "Purchase Agreement") attached hereto, pursuant to which Seller agreed to sell Buyer and Buyer agreed to purchase from Seller approximately 22.5 acres of vacant land as described in Exhibit A to the Purchase Agreement; and

WHEREAS, the Seller and Buyer wish to amend the Purchase Agreement to reflect a new timeline for contingencies to be met based on a change in schedule of originally anticipated approvals;

WHEREAS, all effective dates in the Purchase Agreement shall still apply and the First Amendment to the Purchase Agreement shall not constitute a new effective date of the document;

NOW THEREFORE, in consideration of the foregoing, and all of the covenants and agreements set forth herein and in the Purchase Agreement, which Seller and Buyer acknowledge are adequate and sufficient consideration, Seller and Buyer hereby amend the Purchase Agreement as follows:

PURCHASE AGREEMENT

4. **CONTINGENCIES.** The Parties' obligations under this Agreement are contingent upon the following:

- (a) Buyer and Seller agreeing upon a Development Agreement for the development of the Property by Buyer, which will provide that the Buyer will develop a single family residential subdivision in conformance with the preliminary and final plat.
- (b) Seller's approval of Buyer's preliminary and final plat.

In the event any of the above contingencies have not been satisfied by Buyer, or waived by Seller, on or before the date which is ~~sixty (60)~~ **ninety 90 days from the effective date, as defined in Section 5 hereof**, ~~date hereof~~, this Agreement shall be voidable at the option of Seller or Buyer.

SELLER:

City of Anoka

Date _____

By _____

Its _____

BUYER:

Landmark of Anoka, LLC

Date _____

By _____

Its _____

COUNCIL MEMO FORM

9.3

Meeting Date	August 5, 2013
Agenda Section	Ordinances and Resolutions
Item Description	RES/Granting a Right of Entry; Landmark of Anoka, LLC
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

The developer for the Rum River Shores project has requested a right of entry to allow tree removal, erosion control, and grading of the site to occur prior to closing of the property. This type of agreement is typical in instances where there is a mutual interest to start a project prior to the developer owning the property. It is anticipated closing will occur in late August. After closing occurs all terms in the right of entry will expire. Work done prior and after closing will still fall under the terms and conditions of the development agreement which is the ultimate governing document.

FINANCIAL IMPACT:

No financial impact.

COUNCIL REQUESTED ACTION:

Approve the resolution granting the right of entry to Landmark of Anoka, LLC.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-XX

**RESOLUTION APPROVING RIGHT OF ENTRY AGREEMENT
WITH LANDMARK OF ANOKA, LLC.**

WHEREAS, Landmark of Anoka, LLC wishes to enter in and upon the Development Property for purposes of tree removal, erosion control and grading as provided for in the Development Agreement with Landmark of Anoka, LLC prior to owning the property; and

WHEREAS, The City of Anoka wishes to grant a temporary license to Landmark of Anoka, LLC to enter in and upon the Development Property for said purposes as provided in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the Right of Entry Agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign and execute a Right of Entry Agreement in a form substantially similar to the Right of Entry Agreement attached to this Resolution.

Adopted by the Anoka City Council this 5th day of August 2013.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement"), is made and entered into effective as of the 5th day of August, 2013, by and between, CITY OF ANOKA ("Grantor") and LANDMARK OF ANOKA, LLC ("Grantee").

WHEREAS, Grantee wishes to enter in and upon certain real property owned by Grantor for the limited purpose stated below.

WHEREAS, Grantor wishes to grant to Grantee a temporary license to enter in and upon its real property, subject to the conditions below.

NOW THEREFORE, the parties agree as follows:

1. License to Enter. Grantor hereby grants to Grantee a temporary license to enter in and upon Grantor's property legally described and visually depicted as set forth in Exhibit A attached hereto and made a part hereof (the "Property") for the purpose of grading, tree removal and erosion control.

The license may be exercised by Grantee through its employees, agents and contractors. No other activity, except as expressly stated above, is permitted.

2. No Interference. Grantee shall not unreasonably interfere with the operation of Grantor's business at the Property. Grantee's materials and equipment shall not be placed or stored on the Property without prior permission from Grantor. Grantee acknowledges and agrees that Grantor shall not be liable for loss of or damage to Grantee's materials and equipment from any cause and that Grantor may move, or require Grantee to move, at Grantee's expense, such material and equipment.
3. Insurance. Prior to entering the Property, and during the term of this Agreement, Grantee shall, at its own expense, take out and keep in full force and effect such insurance as Grantor may from time to time request, including but not limited to, comprehensive general liability, motor vehicle liability, environmental impairment and employer's liability coverages. The policies shall have coverages in such amounts and be in such form as Grantor shall approve, shall name Grantor as an additional insured and may not be cancelled, terminated or materially changed without at least thirty (30) days prior notice to Grantor. Failure to obtain or maintain insurance as requested by Grantor is cause for immediate termination of this Agreement
4. Compliance with Federal, State, and Local Regulations. Grantee shall secure, at Grantee's own expense, any permits or licenses required by Federal, State or Local laws or ordinances and shall comply with all applicable laws, including but not limited to any laws, regulations, standards and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Grantee shall indemnify and

defend Grantor against any and all Claims, as defined below, arising out of or connected with the violation of any law by Grantee while on or about the Property.

5. Damage to Grantor's Property, Facilities or Equipment. If any property, facilities or equipment owned, used or maintained by Grantor are damaged in connection with Grantee's activities, Grantor shall repair, or arrange for the repair of such damage, and Grantee shall pay the full cost of such repair within thirty (30) days after receipt of an invoice from Grantor.
6. Indemnity. To the maximum extent permitted by law, Grantee shall indemnify and defend Grantor against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits, and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (the "Claims") arising out of or relating to any destruction of or damage to any property or natural resource, any injury to or death of any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or part from any action or omission of Grantee while on or about the Property. Grantee's obligations hereunder shall survive the termination or expiration of this Agreement.
7. Assumption of Risk. Grantee is fully aware of the dangers of working on and about the Property and knowingly and willingly assumes all risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property.
8. Expiration of the Agreement. This Agreement will expire at 5:00P.M. on September 13, 2013 or date in which the Grantee is fee owner of property where activities listed in Section 1 occur.
9. Assignment. Grantee shall not assign or in any manner transfer this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without the advance written consent of Grantor, which may be withheld for any reason or no reason. Any attempt to do so by Grantee shall be void. Subject thereto, this Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.
10. Mere License. The license granted by this Agreement is a mere license to enter onto the Property for the specified purpose and does not create any estate or interest in the Property.
11. Interpretation. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties, and each of them, jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one party.

12. Choice of Law. The validity of this Agreement, the construction and enforcement of the terms hereof, and the interpretations of the rights of the parties shall be governed by the laws of the State of Minnesota.
13. Waiver. The waiver of any provision or requirement of this Agreement by Grantor shall be effective only if it is in writing and signed by Grantor.
14. Severability. Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision of this Agreement is declared invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of the remainder of this Agreement.
15. Complete Agreement. This Agreement contains the complete understanding and agreement between the parties with respect to the matters referred to herein and supersedes any prior agreements. No other representations, covenants, undertakings, or other prior or contemporaneous agreement, whether oral or written, shall be deemed in any way to exist or bind the parties.

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

GRANTOR:

GRANTEE:

City of Anoka

Landmark of Anoka, LLC

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION

Government Lot 2 , Section 25, Township 32, Range 25, Anoka County, Minnesota lying northerly of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 said Anoka County and also lying easterly of the following described line and its extensions:

Commencing at the intersection of the north line of said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 and the east line of said Government Lot 2; thence North 89 degrees 30 minutes 08 degrees West, assumed bearing, along the said north line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, a distance of 134.21 feet to the point of beginning of the line to be described; thence North 02 degrees 53 minutes 41 seconds East a distance of 22.31 feet; thence North 24 degrees 56 minutes 04 seconds East a distance of 103.21 feet; thence North 09 degrees 29 minutes 10 seconds East a distance of 164.58 feet; thence North 16 degrees 38 minutes 03 seconds East a distance of 226.71 feet to said east line of Section 25 and said line there terminating.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter, said Section 30; thence on an assumed bearing of North 00 degrees 00 minutes 03 seconds West, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, said Anoka County, Minnesota; thence South 88 degrees 37 minutes 29 seconds West, along said right-of-way line, a distance of 805.93 feet; thence westerly, along said right-of-way line, along a tangential curve concave to the south, said curve having a radius of 1984.86 feet and central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet; thence North 01 degree 22 minutes 31 seconds West, not tangent to said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, said curve having a radius of 300.00 feet and central angle of 42 degrees 54 minutes 13 seconds, for a distance of 224.64 feet; thence South 88 degrees 37 minutes 29 seconds West, not tangent to last described curve, for a distance of 565.37 feet to the point of beginning of the land to be described; thence North 78 degrees 36 minutes 00 seconds West a distance of 120.00 feet; thence South 85 degrees 20 minutes 00 seconds West a distance of 210.00 feet; thence South 06 degrees 35 minutes 00 seconds West a distance of 325.00 feet; thence North 88 degrees 04 minutes 00 seconds West a distance of 290.00 feet; thence North 84 degrees 54 minutes 00 seconds West a distance of 618.00 feet; thence South 08 degrees 49 minutes 00 seconds West a distance of 177.43 feet; thence South 16 degrees 38 minutes 03 seconds West a distance of 136.36 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence southerly along said west line to the intersection with said northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31; thence easterly of said northerly right-of-way line to the intersection with a line that bears South 01 degrees 22 minutes 31 seconds East from said point of beginning; thence North 01 degrees 22 minutes 31 seconds West to the point of beginning.

AND

River bank adjacent to the above described property starting at the northerly line of the County State Aid Highway 116 bounded by the Rum River to the west extending to a point approximately 850 feet north.

AND

Commencing at the Southeast Corner of said Southwest Quarter thence on an assumed bearing of North 00 degrees 30 minutes 49 seconds East along the east line of said Southwest Quarter a distance of 66874 feet to the intersection with the northerly right of way line of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO 31 said Anoka County Minnesota thence South 89 degrees 08 minutes 16 seconds West along said right of way line a distance of 76977 feet thence North 00 degree 51 minutes 44 seconds West a distance of 39579 feet thence northwesterly along a tangential curve concave to the southwest said curve having a radius of 35000 feet and a central angle of 42 degrees 54 minutes 13 seconds for a distance of 26208 feet to a point of beginning of the centerline to be described thence northwesterly on a compound curve said curve having a radius of 30000 feet and central angle of 78 degrees 51 minutes 00 seconds for a distance of 41286 feet thence westerly along a reverse curve concave to the north said reverse curve having a radius of 30000 feet and central angle of 31 degrees 45 minutes 13 seconds for a distance of 16626 feet thence South 89 degrees 08 minutes 16 seconds West tangent to said reverse curve a distance of 13577 feet to a point here in after referred to as Point B and said centerline there terminating.