

Regular Planning Commission

5. 5.

Meeting Date: 04/09/2015

By: Chris Anderson, Community
Development

Information

Title:

Consider Approvals Related to Site Plan Review for Sunwood Village; Case of CommonBond Communities

1. Resolution #15-04-088: Sketch Plan (Minor Plat)
2. Resolution #15-04-089: Site Plan Review

Purpose/Background:

The City received an application for a Minor Plat and Site Plan for Sunwood Village, a proposed forty-seven (47) unit, three (3) story apartment building within The COR. The project site is located on Outlot A, COR ONE, or upon recording of the plat, Lot 1 Block 1 Sunwood Village (the "Subject Property"), between Sunwood Drive and Veterans Drive, directly adjacent to the Residence at the COR property. The project proposes to replat Outlot A, COR ONE into a buildable lot to accommodate the proposed apartment building.

There is an active Purchase Agreement between CommonBond Communities and the City for this parcel. The Purchase Agreement was entered into on May 20, 2014 and the document is included for reference.

Notification:

Staff attempted to notify all property owners within 700 feet of the Subject Property of the Site Plan and Minor Plat request.

Observations/Alternatives:

The Subject Property is guided as mixed use in the Comprehensive Plan and is located in the COR zoning district. The COR is further broken down into sub-districts to differentiate between desired uses. The Subject Property is partially located in the COR-1 sub-district, which permits multi-story apartment buildings, and the COR-2 sub-district, which focuses more on commercial uses. However, when the COR AUAR was most recently updated, the Subject Property was considered as residential (allowing up to eighty-four [84] residential units). Additionally, the Design Framework provides some flexibility for minor adjustments to sub-district boundaries without requiring a zoning amendment. Thus, the project is being reviewed under the COR-1 sub-district standards.

The COR Design Framework establishes a build to standard of zero to five feet (0-5') for the building related to the public sidewalk. The intent is that at least sixty percent (60%) of a building is located within five (5) feet of the back of the public sidewalk. As proposed, the building would meet the intent of the build to requirement (while it may not meet the 60% threshold, that is due to the building articulation; however, it does provide a consistent building front at the build to line). The proposed building includes two (2) ingress/egress ramps/stairs to access public entrances along Sunwood Drive. As shown, these ramps extend out to the property line (zero setback). However, the proposed sidewalk along Sunwood Drive will need to be widened to match the sidewalk width in front of the adjacent property. In order to avoid potential conflicts between inattentive pedestrians and these improvements, the ramps, and by default the building, will need to be shifted south to accommodate the wider sidewalk. Staff still believes that the intent of the build to standard is still being met as there still would not be anything separating the building from the public domain.

Minimum and maximum parking standards are also addressed in the Design Framework. Residential uses are required to provide at least one (1) parking stall per unit and no more than two (2) stalls per unit. There are forty-seven residential units proposed, equating to a minimum of forty-seven (47) and a maximum of ninety-four

(94) parking stalls. The Site Plan indicates there will be a total of sixty (60) surface parking stalls. The Applicant has also requested the City allocate ten (10) parking stalls within the parking ramp for visitor use.

The building will screen the surface parking from Sunwood Drive. However, it will be visible from Veterans Drive and thus, screening will be necessary along this frontage. Staff has requested that groupings of shrubs be installed, in addition to the trees, between the sidewalk and parking area along Veterans Drive to accommodate the screening requirement. This would also be consistent with what was provided between the surface parking for the Municipal Center and Veterans Drive.

The Design Framework also addresses streetscape standards. The streetscape along Sunwood Drive is already in place, with no additional improvements necessary (other than protecting it from damage as a result of the site improvements). The streetscape along Veterans Drive should be consistent, in terms of boulevard and sidewalk width, with that adjacent to the Municipal Center. Staff has identified minor revisions to this aspect of the Site Plan to ensure a consistent appearance.

The internal landscaping proposed is generally acceptable with requested revisions outlined in the Staff Review Letter. It should be noted that the project is proposing two Best Management Practices (BMPs) related to stormwater management. An underground cistern and a tree trench are proposed to address the first one (1) inch of rainfall as required by the LRRWMO's 3rd Generation Plan. However, the Subject Property is within a ten (10) year capture zone of one of the community wells where infiltration is not permitted, thus, the cistern will be connected to the site's irrigation system and the stormwater will be reused throughout the summer for irrigating the site landscaping. Both BMPs are designed with overflow outlets that, during large rain events, will route stormwater into the existing storm sewer infrastructure where it will ultimately end up in The Draw water feature (where again, the water is recycled for irrigation purposes).

High quality architecture and building materials are an essential component in fulfilling the objectives of the Design Framework. Roof design, materials, amount of windows, and overall design that breaks up the different floors and walls are all important elements to the overall building design. In the COR-1 sub-district, buildings are placed closer to the street so greater emphasis is placed on materials and design features at the street level.

The proposed finish of the building consists of a combination of burnished CMU, face brick, cement fiber board panels, metal panels, metal siding, and fiberglass windows. The street level facade consists primarily of burnished CMU and face brick. Staff has requested the Applicant provide a calculation of the percentage of brick versus the overall facade to verify that the exterior finish of the non-glazed wall area consists of at least fifty percent (50%) brick or comparable alternative per the Design Framework. The combination of materials and building articulation meets the intent of enhanced architectural features outlined in the Design Framework.

It appears that there may be a need for several easements and/or agreements with the adjacent property owner. The Subject Property is proposing to utilize existing accesses onto Sunwood Drive and Veterans Drive with the adjacent property. There is a Reciprocal Driveway Easement recorded against both parcels that addresses this. However, it is unclear whether that existing easement is sufficient for the proposed drive lane leading to the east wall of the building (presumably where the trash enclosure is located). Additionally, the Site Plan also shows a private play structure area that encroaches onto the neighboring property, although it is unclear whether that encroachment accounts for a required fall zone or indicates actual site improvements. Staff has requested clarification on both of these items.

The grading and drainage plans are generally acceptable with revisions as outlined in the Staff Review Letter.

The Environmental Policy Board reviewed the request at their March 30, 2015 meeting and recommended approval of the Landscape Plan and was also very supportive of the BMPs proposed with this project.

Alternatives

Option #1: Recommend City Council adopt Resolutions #15-04-088 and #15-04-089 granting Final Plat and Site Plan approval for Sunwood Village, contingent upon compliance with the Staff Review Letter dated April 3, 2015.

The project appears to be generally consistent with the Design Framework with the necessary revisions outlined in the Staff Review Letter and Staff supports this option.

Option #2: Recommend City Council adopt Resolutions #15-04-088 and #15-04-089 granting Final Plat and Site Plan approval for Sunwood Village with modifications and contingent upon compliance with the Staff Review Letter dated April 3, 2015.

Option #3: Recommend City Council not adopt Resolutions #15-04-088 and #15-04-089. There do not appear to be any major deviations from the Design Framework. Necessary revisions have been outlined in the Staff Review Letter and as long as those revisions are incorporated into the plans, there would be no reason not to recommend approval. Staff does not support this option.

Funding Source:

All costs associated with processing this Application are the responsibility of the Applicant.

Recommendation:

Staff recommends approval of the Site Plan contingent upon compliance with the Staff Review Letter dated April 3, 2015.

Action:

Motion to recommend the following:

- Recommend City Council Adopt Resolution #15-04-088 Approving the Plat entitled 'SUNWOOD VILLAGE'
- Recommend City Council Adopt Resolution #15-04-089 approving the Site Plan for Sunwood Village

Attachments

Site Location Map

Site Plan

Sketch Plan/Final Plat

Color Elevation of Building

North and East Building Elevations

South and West Building Elevations

Staff Review Letter Dated April 3, 2015

Purchase Agreement

Environmental Policy Board Minutes dated March 30, 2015

DRAFT Resolution #15-04-088: Final Plat

DRAFT Resolution #15-04-089: Site Plan

Form Review

Inbox

Tim Gladhill

Form Started By: Chris Anderson

Final Approval Date: 04/03/2015

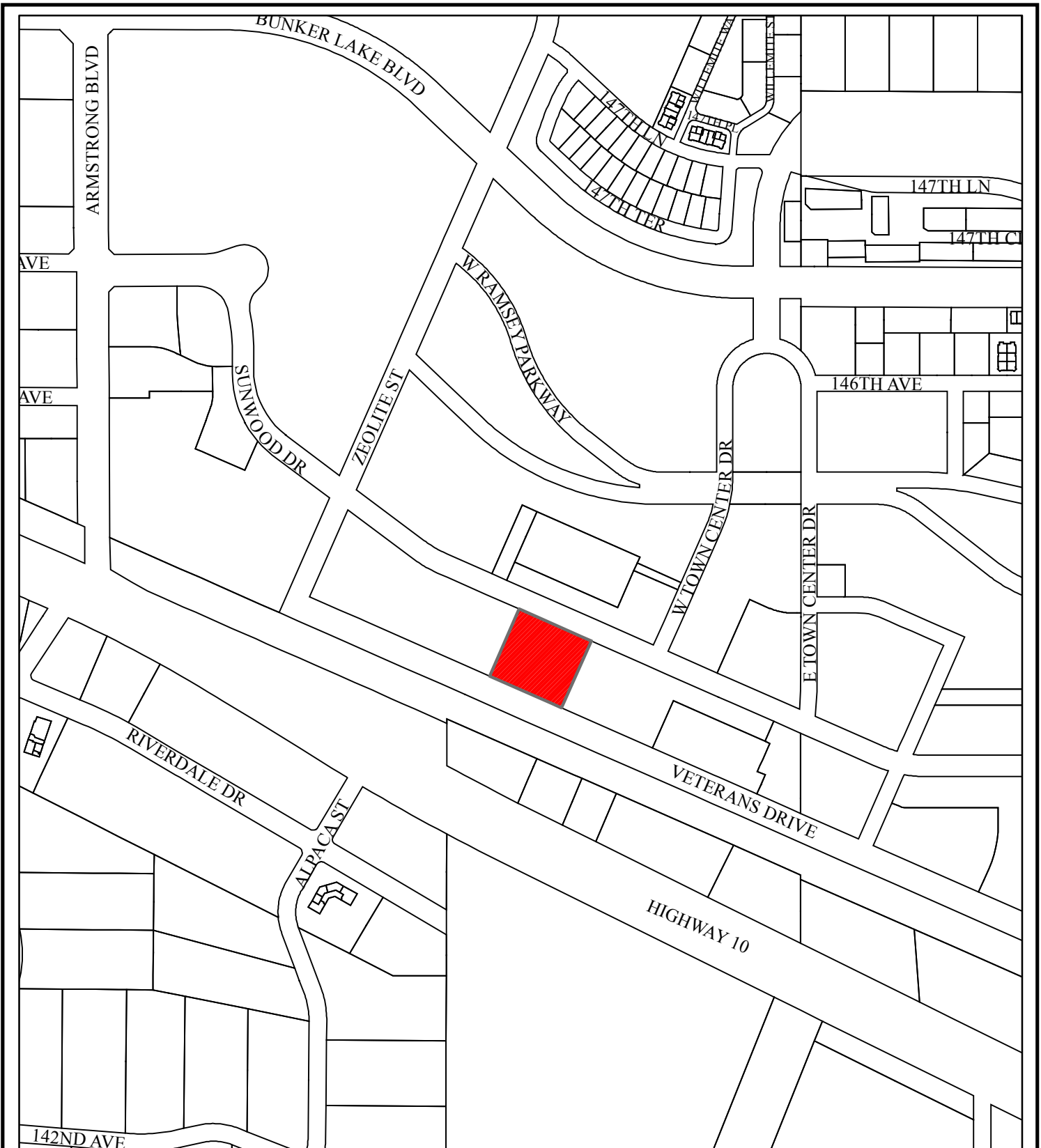
Reviewed By

Tim Gladhill



Date

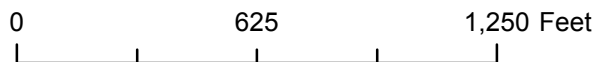
04/03/2015 12:32 PM

Started On: 04/01/2015 11:47 AM



Sunwood Village

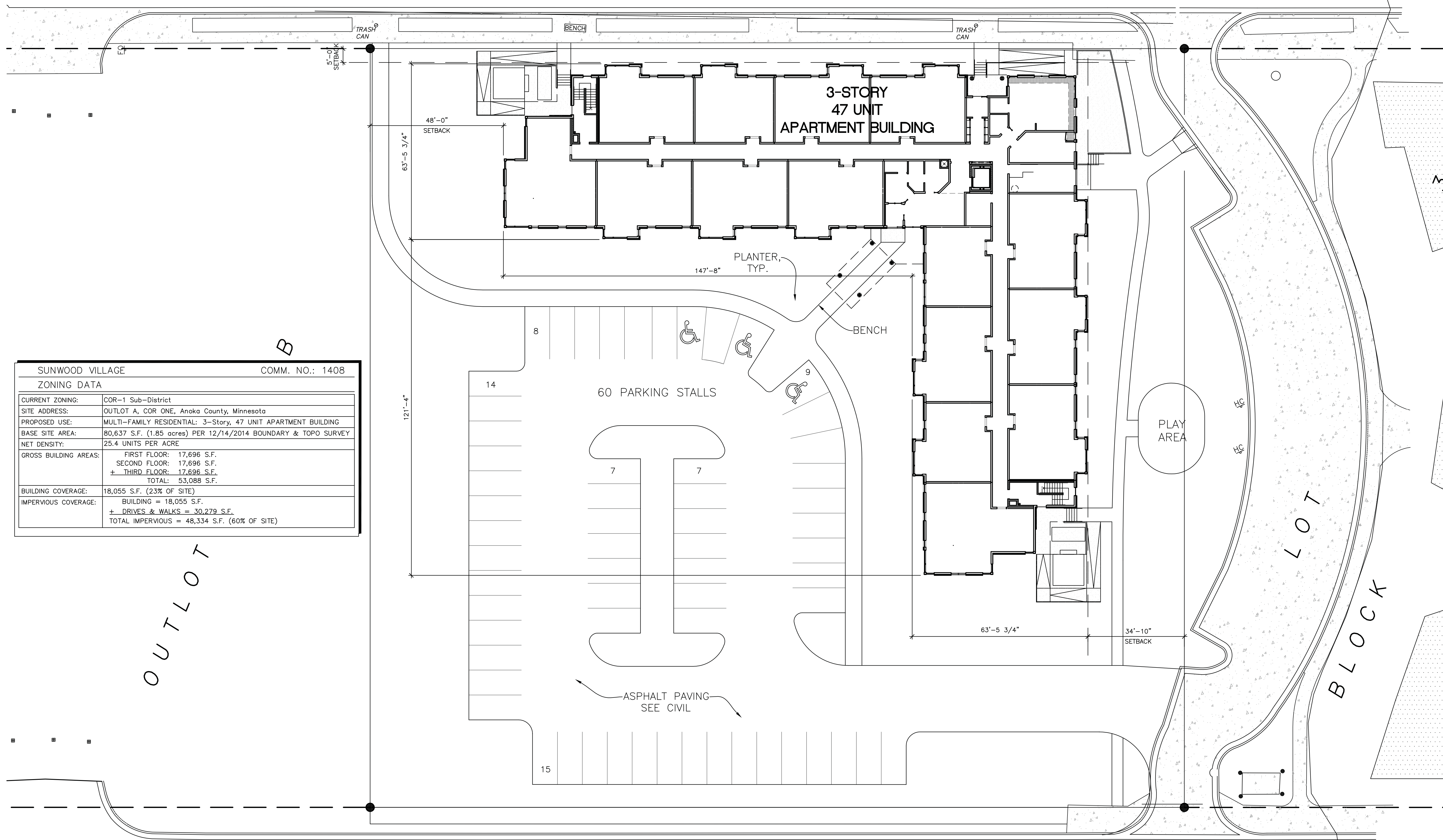
- Legend**
-  Site
 -  Parcels



SUNWOOD DRIVE

(80 FOOT WIDE PUBLIC RIGHT OF WAY)

ISSUE & REVISION
PRELIMINARY: 3/5/2015
COMM #1408



SUNWOOD VILLAGE		COMM. NO.: 1408
ZONING DATA		
CURRENT ZONING:	COR-1 Sub-District	
SITE ADDRESS:	OUTLOT A, COR ONE, Anoka County, Minnesota	
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL: 3-Story, 47 UNIT APARTMENT BUILDING	
BASE SITE AREA:	80,637 S.F. (1.85 acres) PER 12/14/2014 BOUNDARY & TOPO SURVEY	
NET DENSITY:	25.4 UNITS PER ACRE	
GROSS BUILDING AREAS:	FIRST FLOOR: 17,696 S.F. SECOND FLOOR: 17,696 S.F. + THIRD FLOOR: 17,696 S.F. TOTAL: 53,088 S.F.	
BUILDING COVERAGE:	18,055 S.F. (23% OF SITE)	
IMPERVIOUS COVERAGE:	BUILDING = 18,055 S.F. + DRIVES & WALKS = 30,279 S.F. TOTAL IMPERVIOUS = 48,334 S.F. (60% OF SITE)	

ORL & LANDSCAPE
Lucks Associates
7200 Hemlock Lane
Suite 300
Maple Grove, MN 55888
Tel: 763.424.5505

CONTRACTOR
Watson-Forberg
8485 Wayzata Blvd.
Suite 110
Minneapolis, MN 55428
Tel: 952.564.3878

CommonBond
Communities
1080 Montreal Avenue
St. Paul MN 55116
Phone: 651.291-1003
Fax: 651.291-1003
Web: www.commonbond.org

SUNWOOD VILLAGE
City of Ramsey, MN
City Parcel #47 (Outlot A)

1201 HAWTHORNE AVENUE
MINNEAPOLIS, MINNESOTA 55408
TEL: 612-532-6420
FAX: 612-532-6428
WWW.MILLERHANSON.COM

MILLER HANSON
PARTNERS

I HEREBY CERTIFY THAT THIS PLAN SPECIFICALLY
CONFORMS WITH THE CITY OF RAMSEY AND DOES NOT
VIOLATE ANY ORDINANCES OR LAWS OF THE STATE OF
MINNESOTA.

NAME: _____ NO. XXXX
DATE: _____

CIVIC CENTER DRIVE

(100 FOOT WIDE PUBLIC RIGHT OF WAY)

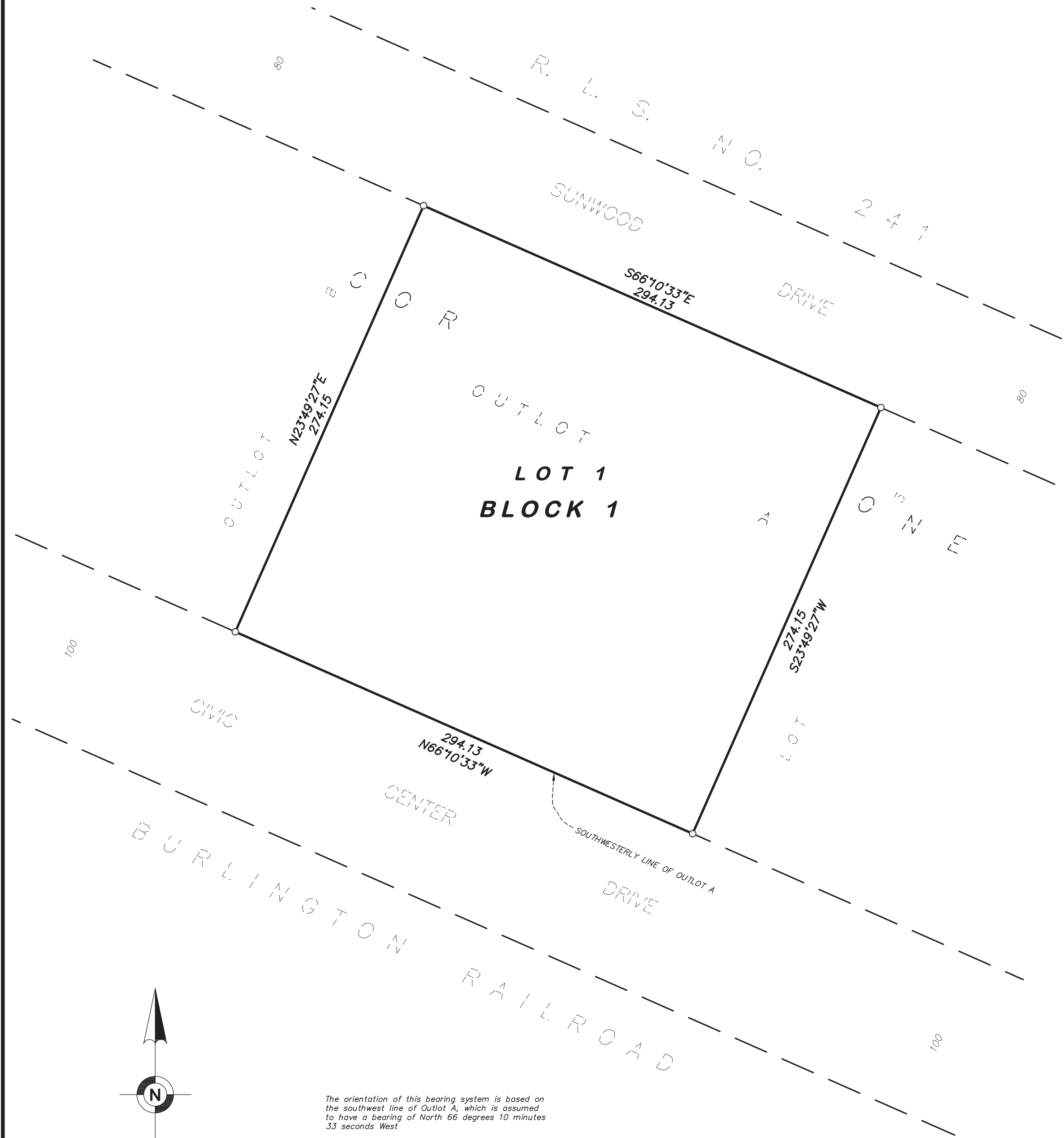
1 SITE PLAN
1/16" = 1'-0"



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CONSTRUCTION

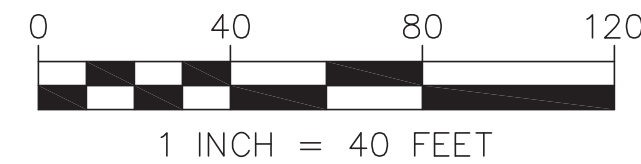
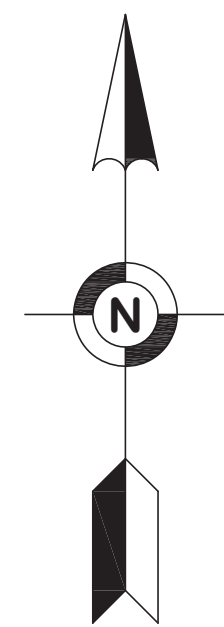
SITE PLAN
A200

SUNWOOD VILLAGE



The orientation of this bearing system is based on the southwest line of Outlot A, which is assumed to have a bearing of North 66 degrees 10 minutes 33 seconds West

○ DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET & MARKED BY LICENSE 44123



KNOW ALL MEN BY THESE PRESENTS: That CB Ramsey Housing Limited Partnership, a Minnesota limited partnership, fee owner of the following described property situated in the City of Ramsey, County of Anoka, State of Minnesota:

Outlot A, COR ONE, according to the recorded plat thereof, City of Ramsey

Has caused the same to be surveyed and platted as SUNWOOD VILLAGE.

In witness whereof said CB Ramsey Housing Limited Partnership, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this _____ day of _____, 201____

Signed: CB Ramsey Housing Limited Partnership, a Minnesota limited partnership
By: _____, its General Partner

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ of CB Ramsey Housing Limited Partnership, a Minnesota limited partnership, on behalf of the company.

Notary Public _____ County, _____
My commission expires _____

I, Brent R. Peters, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 201____.

Brent R. Peters, Land Surveyor
Minnesota License No. 44123

STATE OF _____
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 201____, by Brent R. Peters, Land Surveyor, Minnesota License No. 44123.

Notary Public _____ County, _____
My commission expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This Plat of SUNWOOD VILLAGE was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 201____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____, Mayor _____, Clerk

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 201____.

Property Tax Administrator

By: _____, Deputy

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 _____, 201____.

Larry D. Holm
Anoka County Surveyor

REGISTRAR OF TITLES
County of Anoka, State of Minnesota

I hereby certify that this plat of SUNWOOD VILLAGE was filed in the office of the Registrar of Titles for public record this _____ day of _____, 201____, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Pages _____ and _____ as Document Number _____.

Registrar of Titles

By _____, Deputy



Egan, Field & Nowak, Inc.
land surveyors since 1872



NORTH EXTERIOR ELEVATION



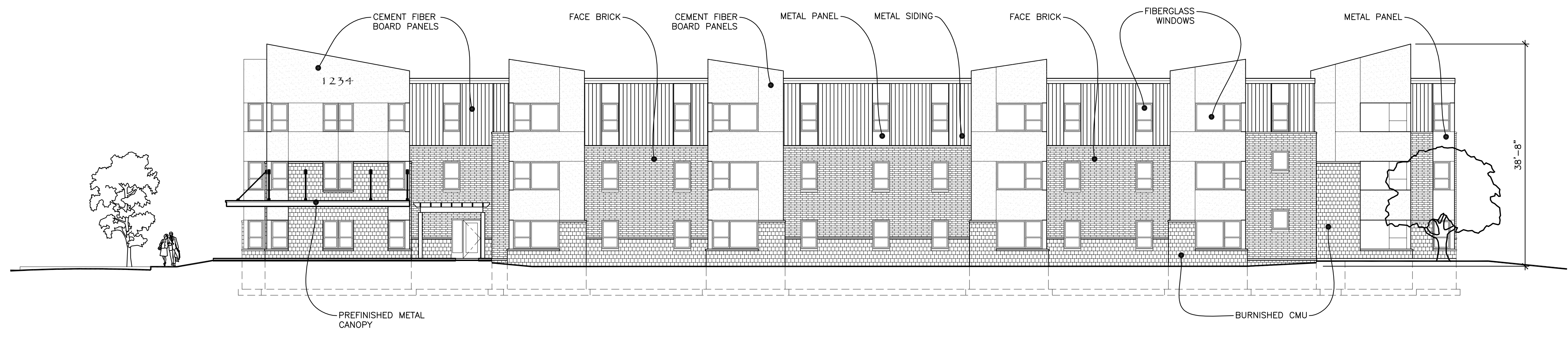
Sunwood Village



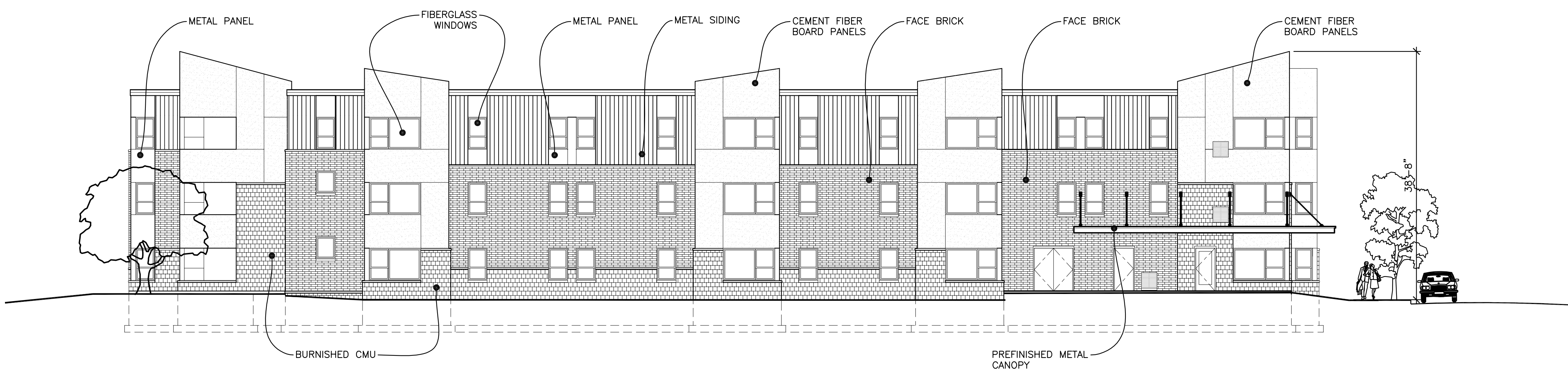
MILLER HANSON PARTNERS
ARCHITECTS + PLANNERS
1201 Hillstone Ave. Suite 400
Minneapolis, MN 55403
Phone: 612-332-5420
Fax: 612-332-6425
Web: www.millerhanson.com



CommonBond
communities
1080 Montreal Avenue
St. Paul MN 55116
Phone: 651-291-1750
Fax: 651-291-1003
Web: www.commonbond.org



1 NORTH EXTERIOR ELEVATION
 3/32" = 1'-0"



2 EAST EXTERIOR ELEVATION
 3/32" = 1'-0"

MEP
 Sheehy Engineering Inc.
 6430 Douglas Drive N.
 Crystal, MN 55428
 Tel: 763.555.8742

CIVIL & LANDSCAPE
 Loucks Associates
 7200 Hamack Lane
 Suite 300
 Maple Grove, MN 55389
 Tel: 763.424.5505

CONTRACTOR
 Watson-Forsberg
 6485 Wayzata Blvd.
 Suite 110
 Minneapolis, MN 55428
 Tel: 952.564.3878

CommonBond
 communities
 1080 Montreal Avenue
 St. Paul, MN 55116
 Phone: 651.291-7650
 Fax: 651.291-1003
 Web: www.commonbond.org

SUNWOOD VILLAGE
 City of Ramsey, MN
 City Parcel #47 (Outlot A)

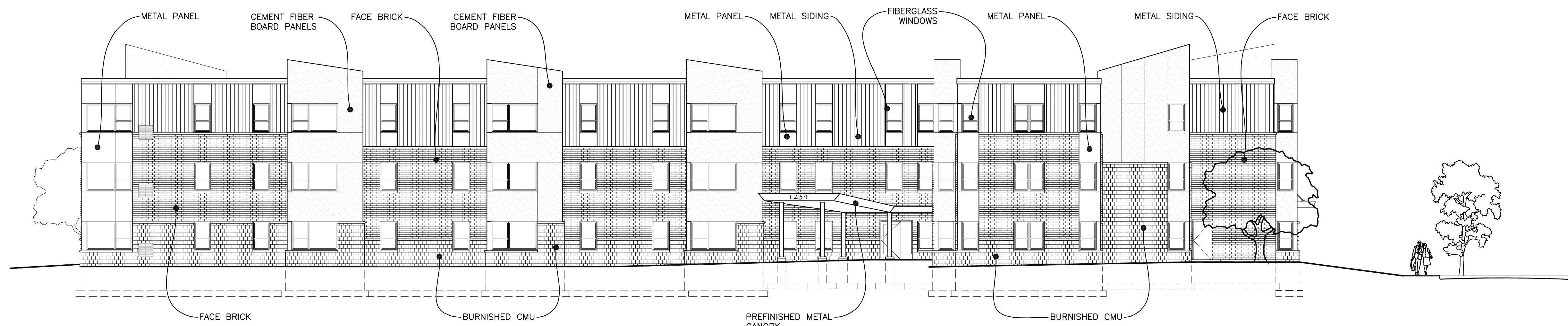
1201 HAWTHORNE AVENUE
 MINNEAPOLIS, MINNESOTA 55408
 TEL: 612-332-6420
 FAX: 612-332-6428
 WWW.MILLERHANSON.COM

MILLER HANSON
 PARTNERS

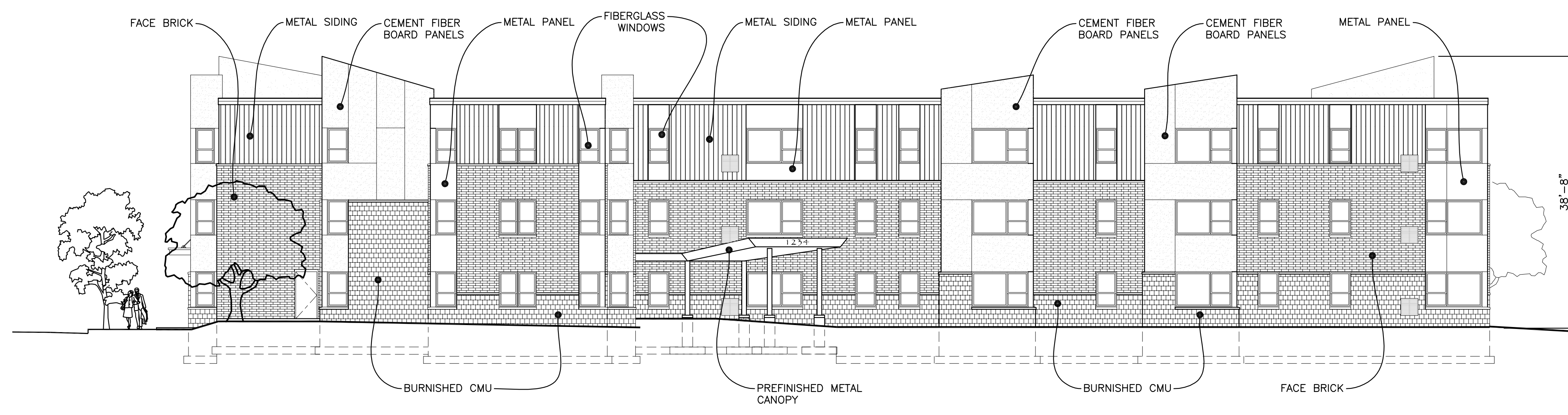
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: _____ NO. XXXX
 DATE: _____

PRELIMINARY
 NOT FOR
 CONSTRUCTION



1 SOUTH EXTERIOR ELEVATION
 3/32" = 1'-0"



2 WEST EXTERIOR ELEVATION
 3/32" = 1'-0"

MEP
 Sheehy Engineering Inc.
 6430 Douglas Drive N.
 Crystal, MN 55429
 Tel: 763.555.8742

CIVIL & LANDSCAPE
 Loucks Associates
 7200 Hemlock Lane
 Suite 300
 Maple Grove, MN 55389
 Tel: 763.424.5505

CONTRACTOR
 Watson-Forsberg
 6485 Wayzata Blvd.
 Suite 110
 Minneapolis, MN 55428
 Tel: 952.964.3878

CommonBond communities
 1080 Montreal Avenue
 St. Paul, MN 55116
 Phone: 651.291-1000
 Fax: 651.291-1003
 Web: www.commonbond.org

SUNWOOD VILLAGE
 City of Ramsey, MN
 City Parcel #47 (Outlot A)

1201 HAWTHORNE AVENUE
 MINNEAPOLIS, MINNESOTA 55408
 TEL: 612-332-6420
 FAX: 612-332-6426
 WWW.MILLERHANSON.COM

MILLER HANSON PARTNERS

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS AN ACCURATE AND COMPLETE SET OF ARCHITECTURAL DRAWINGS FOR THE PROJECT DESCRIBED HEREIN AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

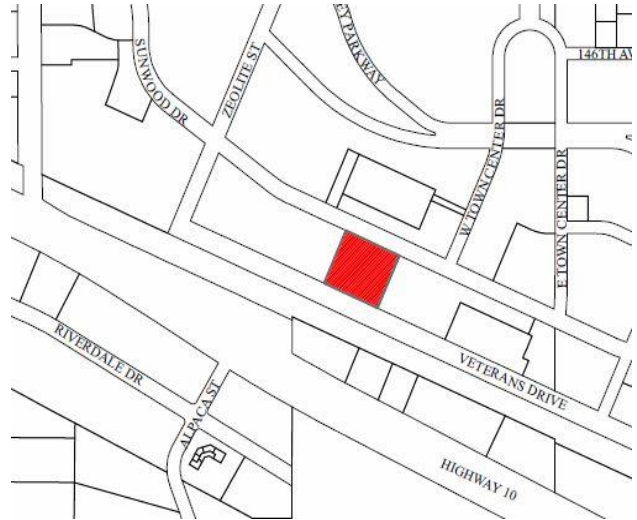
NAME: _____ NO. XXXX
 DATE: _____

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

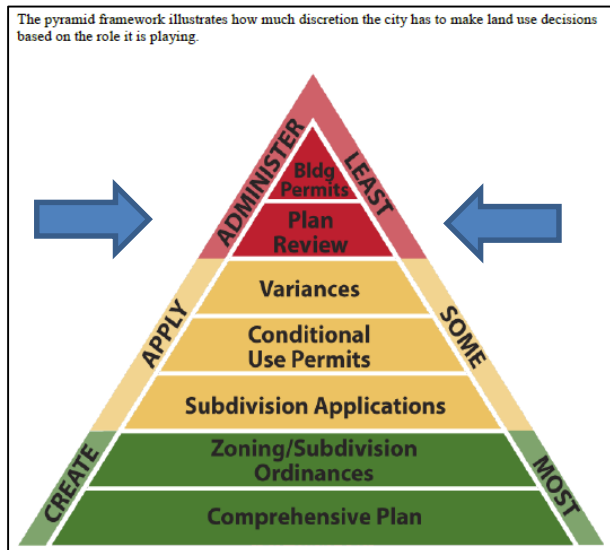
**CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE**

DATE	4/3/15	PROJECT ADDRESS	TBD
PROJECT. TITLE	SUNWOOD VILLAGE (SKETCH PLAN, FINAL PLAT, AND SITE PLAN)		
ESCROW #	114596		
DEPARTMENT:	Community Development: Planning Division (Comprehensive Plan and Zoning Code)		
TECHNICAL REVIEWER:	Name: Chris Anderson, City Planner Phone: 763-433-9817 Email: canderson@cityoframsey.com		

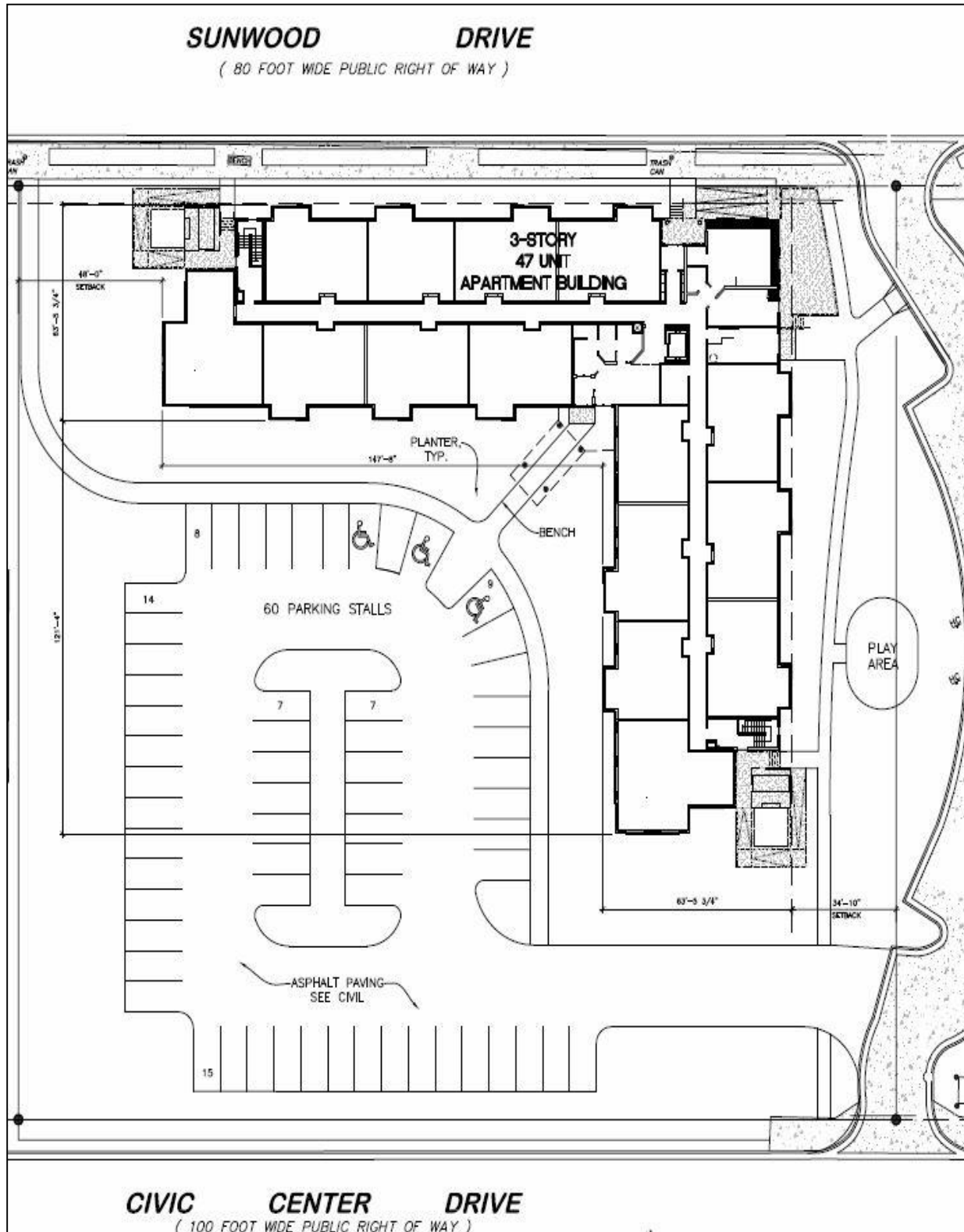
General: The purpose of this file is to provide sketch plan, final plat and site plan review for a planned 18,055 square foot, three (3) story apartment building. The architect of record is Miller Hanson Partners and the Civil Engineer of record is Loucks Associates. See Exhibit A for a detailed list of corrections, revisions, and requested clarifications organized per individual sheet of the submitted plans.



Sketch Plan and Final Plat: The project proposes to replat Outlot A, COR ONE into Lot 1 Block 1 SUNWOOD VILLAGE (the “Plat”). The Plat does not propose altering or realigning any property boundaries. The Plat meets or exceeds all applicable dimensional bulk standards. *The Plat should be revised to correctly indicate Veterans Drive rather than Civic Center Drive. The Plat, once approved by City Council, should be recorded after successfully closing on the property.*



Site Plan: [City Code Section 117-118](#) requires that any construction of buildings within the District will be subject to the site plan review process as outlined in [City Code Section 117-54](#) and is subject to the standards found within the [COR Design Framework](#).



Comprehensive Plan: The Property is designated as Mixed Use in the [Comprehensive Plan](#). This category generally includes retail, commercial entertainment office, institutional, high density residential, transit hubs and park and recreation uses. The proposed use appears to be consistent with this designation.

Zoning: The property is located within the COR Zoning District and this site has always been envisioned for residential development. When the COR AUAR was last updated, this site was considered as residential, allowing for up to eighty-four (84) residential units. While The COR Sub-district Map, Version 6.2, indicates a portion of this parcel being in Sub-district COR-2A, the intent of the sub-districts within the COR Zoning District was to retain some flexibility to make minor sub-district boundary adjustments without processing a zoning amendment. As a result, the project is being reviewed under the COR-1 Sub-district standards. The City can and will at some future point make an adjustment to the sub-district boundary to accurately reflect this entire parcel as being in the COR-1 Sub-district.

Dimensional Standards. While [City Code Section 117-118](#) guides permitted and prohibited uses within the District, it does not contain specific dimensional and performance standards. Those are outlined in the [COR Design Framework](#). The proposed site plan appears to be generally consistent with the standards below.

Standard	Requirement	Proposed
Minimum Lot Size	None	1.85 acres
Minimum Lot Width	20 feet	294.13 feet
Minimum Lot Depth	80 feet	274.15 feet
Allowable Residential Density in Units per Acre	>15 DU/AC	25.4 DU/AC
Maximum Building Height	2-5 stories	3 stories
Front Yard Build to Line	5 feet*	5 feet**

*As measured from building front to right-of-way (60% of front façade within max)

**Articulation and egress ramps are incorporated into the building design, so while the building may not quite achieve the 60% threshold, there is a consistent building front along this build to line with nothing separating it from the public domain, which satisfies the intent of the build to requirement.

While as drawn, the building meets the intent of the build to requirement, the sidewalk along Sunwood Drive must be widened to match that east of the access point. If the building is not shifted south, the egress ramps will essentially be an extension of the sidewalk and pedestrians may inadvertently end up on the ramp (or worse, potentially walk into the railing). Thus, the building should be shifted south somewhat to accommodate the wider sidewalk. As the egress ramps serve as an extension of the building and as well as a public entrance, they will be used for the build to determination. The overall intent of the build to standard is still being met as there will not be any other features separating the building from the public domain.

Lot Coverage/Floor Area Ratio (FAR): The COR-1 Subdistrict requires a minimum FAR of 0.65. The Site Plan indicates that the proposed lot is 80,637 square feet in size (1.85 acres). The proposed building footprint is 17,693 square feet and with three (3) stories, the gross floor area will be 53,088 square feet per Sheet A200. This results in a FAR of 0.66.

Architectural Standards. The design standards for this area are addressed in the [COR Design Framework](#). The COR Design Framework places a strong emphasis on high quality architecture and encourages the integration of both traditional and contemporary design. Within the COR-1 Subdistrict, at least fifty percent (50%) of the non-glazed wall area shall consist of brick or an alternative comparable. The exterior finish is proposed to consist of a combination cement board fiber panels, face brick, metal paneling, burnished CMU, and an unidentified element. *Please provide a calculation of the brick versus the overall building façade to verify that the 50% threshold is satisfied. Additionally, please provide more detail regarding the proposed metal siding for review. Finally, color elevations should be provided for all four (4) sides of the building, not just the north face.*

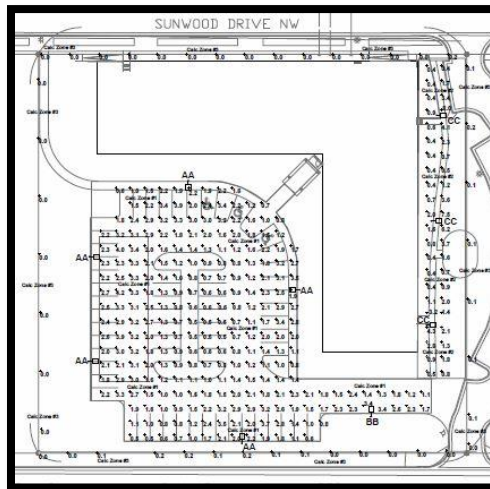


It is unclear where the trash enclosure is located. It is assumed that the trash enclosure is within the east wall of the building where, on Sheet C2-1, there is a section of heavy duty pavement shown leading to the building. *The plans should be updated to clearly indicate where the trash enclosure will be located. Also, it should be noted that a Reciprocal Driveway Easement exists for Lot 3 Block 1 COR ONE and Outlot A, COR ONE. The applicant shall verify that this easement adequately addresses the drive lane to the eastern wall.*

As outlined in the COR Design Framework, one of the main entrances must be oriented toward the street. In reviewing the renderings and building elevations, it appears that there will be at least one (1) entrance from Sunwood Drive. However, it appears that the elevations submitted differ from those that accompanied the Metropolitan Council Livable Communities Act grant application, which indicated that the main floor units facing Sunwood Drive would each have direct access to the street. *Please clarify why these direct accesses appear to have been removed from the plan.*

Lighting Standards.

Any lighting used to illuminate an off-street parking area, sign, or structure shall be arranged to deflect light away from an adjoining residential district or public street. Bulbs emitting an excess of 3,000 lumens (150 watts) shall be positioned so that the source of



light is not visible from off of the property. The site plan includes shop drawings of all proposed lighting. The applicant is responsible for the installation and 3 years of operations and maintenance of all boulevard lighting adjacent to their project consistent with the COR master lighting plan.

Parking: The Design Framework outlines both minimum and maximum on-site parking standards based on a proposed use. Multifamily units shall provide at least one (1) parking stall per unit but no more than two (2) parking stalls per unit. There are forty-seven (47) residential dwelling units proposed with this project. Thus, the allowable range of parking stalls provided shall be forty-seven (47) to ninety-four (94). The Site Plan indicates a total of sixty (60) surface parking stalls, which complies with the parking requirements.

Standard	Required	Proposed
Minimum Stall Width	9 feet	9 feet
Minimum Stall Depth	18 feet	19 feet
Minimum Aisle Width	24 feet	24 feet

Signage: It is highly encouraged to submit renderings of any proposed signage for the site for review in conjunction with the Site Plan review. While a separate Permanent Site Permit Application is required, this can help identify any potential inconsistencies with the sign standards within the COR Design Framework. *The submittal does not include any information related to signage.*

Waste Storage: Waste storage is required to be designed such that it is internal to the building. As noted above, it appears that waste storage is proposed inside the eastern wall of the building. *Please include details regarding the waste storage area to ensure consistency with the Design Framework.*

Sidewalks/Boulevards: The streetscape is mostly established already along Sunwood Drive. However, the sidewalk will need to be widened to match the sidewalk east of the access point along Sunwood Drive. Along Veterans Drive, the sidewalk and boulevard widths should be consistent with the sidewalk and boulevard south of the Municipal Center. *The plans should be revised accordingly.*

Easements/Agreements: Based on the submitted Site Plan, multiple easements/agreements will be necessary. A Reciprocal Driveway Easement appears to be in place for this lot and Lot 3 Block 1 COR ONE. An Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE may be necessary for the proposed Tot Lot if any improvements (land disturbance) for it will encroach onto the adjacent property, as shown on multiple sheets. Alternatively, the improvements could be shifted west so they are entirely on the Sunwood Village parcel. Additionally, a Temporary Construction Easement will also be necessary, again from the owner of Lot 3 Block 1 COR ONE, for some of the improvements shown on Sheet C1-2. Finally, the applicant must verify whether the existing Reciprocal Driveway Easement is sufficient for the access lane leading to the eastern wall of the building. *Note that all easements must be recorded prior to the City issuing a Building Permit and the applicant must provide proof of recording of all documents as required by the City. A title search should be completed to ensure that all underlying easements are vacated as necessary. Vacating easements is a separate Land Use Application with the City.*

Development Fees: The project will be subject to applicable development fees including, but not necessarily limited to, Park Dedication, Trail Development, Stormwater Management, Water and Sanitary Sewer Trunk Fees. A full analysis of the Development Fees can be found in Exhibit B. *Note that a detailed Engineer's Cost Estimate for all improvements (excluding the building) must be submitted to calculate the required Surety and Inspection Fees. The estimate should be broken down by line item and include quantities and unit costs.*

Recommendation: City Staff is recommending that the City Council adopt Resolutions #15-04-088 and #15-04-089 approving the Final Plat and Site Plan for Sunwood Village, with amendments as outlined in this Staff Review File.

Next Steps. Following Planning Commission Review, the Site Plan and Final Plat will be forwarded to City Council for consideration. Review by the City Council could tentatively occur at the April 28, 2015 City Council meeting.

EXHIBIT A

Below are revisions and requested clarifications that must be addressed with revised plans. Note that comments that are intended as advisory or recommendations only will be specifically identified.

General Comments:

- Revised/final plans shall have signature blocks for both the Engineer and Architect to inform us of who is responsible for preparation of each sheet.
- A Pedestrian Detour Plan is required and is subject to review and approval by the City.

Plat Sheet:

- Amend to correctly label Veterans Drive.
- Plat should be recorded AFTER acquisition of the property.

Boundary and Topographic Survey Sheet:

- Amend to correctly label Veterans Drive.

Sheet C1-2

- A Temporary Construction Easement will be needed from the owner of Lot 3 Block 1 COR ONE for some of the proposed work.
- The existing segment of sidewalk along Sunwood Drive, west of the access point, should be retained and extended to the western edge of the plat following the same pattern.
- The existing segment of sidewalk along Veterans Drive, west of the access point, should be removed and replaced so there is a consistent sidewalk width along the southern boundary of the entire plat (as shown, there is an awkward transition as the sidewalk drastically narrows just west of the access point).

Sheet C2-1

- It is unclear whether the area identified as Tot Lot is just the improvements or if this includes the required fall zone. Note that all improvements must be entirely on Lot 1 Block 1 Sunwood Village or an Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE must be executed.
- Sidewalk width along Sunwood Drive should match that of the sidewalk on the east side of the access point (accomplished by extending the existing segment of sidewalk to western boundary of plat). Sidewalk should be widened toward the building, which will result in the building shifting south slightly. Please provide a hand sketch of the revised sidewalk prior to revising plan sheets so that City Staff can verify its placement.
- Update this sheet to clearly indicate where the trash enclosure will be located and provide specific details.

- Verify whether the Reciprocal Driveway Easement sufficiently covers the drive lane to the east wall of the building noted as heavy duty pavement section.
- Provide a legend identifying all abbreviations, labels, and symbols/patterns (examples: what is PSBL and what is the symbol/pattern indicating for the Tot Lot, improvements only or fall zone as well).
- At the western edge of the access from Veterans Drive, there is a remnant of concrete sidewalk that transitions to the proposed six (6) foot sidewalk. This remnant portion of sidewalk should be removed and replaced with a consistent sidewalk from this access point to the west boundary of the plat.
- Boulevard width should be labeled and should match the boulevard width along Veterans Drive adjacent to the Municipal Center.
- Please provide clarification as to why the direct access to each ground floor unit facing Sunwood Drive has been removed from the plans.
- Groups of shrubs should be installed between the trees along Veterans Drive. The shrubs will serve as screening of the surface parking as required in the Design Framework.
- Advisory Comment: Should the underground cistern be shifted west slightly so that it is not underneath any part of the sidewalk?
- Advisory Comment: The internal sidewalk in the northwest portion of the site be shifted to the east, preferably at least ten (10) to fifteen (15) feet, to provide some separation between it and the property line. Otherwise, please provide reasoning for keeping it in the proposed location.

Sheet C3-1

- At the western edge of the access from Veterans Drive, there is a remnant of concrete sidewalk that transitions to the proposed six (6) foot sidewalk. This remnant portion of sidewalk should be removed and replaced with a consistent sidewalk from this access point to the west boundary of the plat.
- It is unclear whether the area identified as Tot Lot is just the improvements or if this includes the required fall zone. Note that all improvements must be entirely on Lot 1 Block 1 Sunwood Village or an Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE must be executed.
- Sidewalk width along Sunwood Drive should match that of the sidewalk on the east side of the access point (accomplished by extending the existing segment of sidewalk to western boundary of plat). Sidewalk should be widened toward the building, which will result in the building shifting south slightly. Please provide a hand sketch of the revised sidewalk prior to revising plan sheets so that City Staff can verify its placement.
- Advisory Comment: Should the underground cistern be shifted west slightly so that it is not underneath any part of the sidewalk?
- Advisory Comment: The internal sidewalk in the northwest portion of the site be shifted to the east, preferably at least ten (10) to fifteen (15) feet, to provide some separation between it

and the property line. Otherwise, please provide reasoning for keeping it in the proposed location.

Sheet C3-2

- At the western edge of the access from Veterans Drive, there is a remnant of concrete sidewalk that transitions to the proposed six (6) foot sidewalk. This remnant portion of sidewalk should be removed and replaced with a consistent sidewalk from this access point to the west boundary of the plat.
- It is unclear whether the area identified as Tot Lot is just the improvements or if this includes the required fall zone. Note that all improvements must be entirely on Lot 1 Block 1 Sunwood Village or an Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE must be executed.
- Sidewalk width along Sunwood Drive should match that of the sidewalk on the east side of the access point (accomplished by extending the existing segment of sidewalk to western boundary of plat). Sidewalk should be widened toward the building, which will result in the building shifting south slightly. Please provide a hand sketch of the revised sidewalk prior to revising plan sheets so that City Staff can verify its placement.
- Advisory Comment: Should the underground cistern be shifted west slightly so that it is not underneath any part of the sidewalk?
- Advisory Comment: The internal sidewalk in the northwest portion of the site be shifted to the east, preferably at least ten (10) to fifteen (15) feet, to provide some separation between it and the property line. Otherwise, please provide reasoning for keeping it in the proposed location.

Sheet C4-1

- At the western edge of the access from Veterans Drive, there is a remnant of concrete sidewalk that transitions to the proposed six (6) foot sidewalk. This remnant portion of sidewalk should be removed and replaced with a consistent sidewalk from this access point to the west boundary of the plat.
- It is unclear whether the area identified as Tot Lot is just the improvements or if this includes the required fall zone. Note that all improvements must be entirely on Lot 1 Block 1 Sunwood Village or an Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE must be executed.
- Sidewalk width along Sunwood Drive should match that of the sidewalk on the east side of the access point (accomplished by extending the existing segment of sidewalk to western boundary of plat). Sidewalk should be widened toward the building, which will result in the building shifting south slightly. Please provide a hand sketch of the revised sidewalk prior to revising plan sheets so that City Staff can verify its placement.
- Advisory Comment: Should the underground cistern be shifted west slightly so that it is not underneath any part of the sidewalk?

- Advisory Comment: The internal sidewalk in the northwest portion of the site be shifted to the east, preferably at least ten (10) to fifteen (15) feet, to provide some separation between it and the property line. Otherwise, please provide reasoning for keeping it in the proposed location.

Sheets C8-1 through C8-3

- Add a detail addressing the brush finish of the sidewalk (each panel should alternate between vertical and horizontal brush strokes).

Sheet L1-1 (in addition to comments provided under the Landscape & Environmental Resources review)

- At the western edge of the access from Veterans Drive, there is a remnant of concrete sidewalk that transitions to the proposed six (6) foot sidewalk. This remnant portion of sidewalk should be removed and replaced with a consistent sidewalk from this access point to the west boundary of the plat.
- It is unclear whether the area identified as Tot Lot is just the improvements or if this includes the required fall zone. Note that all improvements must be entirely on Lot 1 Block 1 Sunwood Village or an Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE must be executed.
- Sidewalk width along Sunwood Drive should match that of the sidewalk on the east side of the access point (accomplished by extending the existing segment of sidewalk to western boundary of plat). Sidewalk should be widened toward the building, which will result in the building shifting south slightly. Please provide a hand sketch of the revised sidewalk prior to revising plan sheets so that City Staff can verify its placement.
- Boulevard area along Veterans Drive must be established with sod and this should be reflected on the plans.
- Groups of shrubs should be installed between the trees along Veterans Drive. The shrubs will serve as screening of the surface parking as required in the Design Framework.
- Advisory Comment: Should the underground cistern be shifted west slightly so that it is not underneath any part of the sidewalk?
- Advisory Comment: The internal sidewalk in the northwest portion of the site be shifted to the east, preferably at least ten (10) to fifteen (15) feet, to provide some separation between it and the property line. Otherwise, please provide reasoning for keeping it in the proposed location.

Sheet E101

- Amend to correctly label Veterans Drive (remove Civic Center Drive label).

Sheet A200

- Add the Floor Area Ratio (FAR) calculation to this sheet.

- Amend to correctly label Veterans Drive.
- Advisory Comment: The internal sidewalk in the northwest portion of the site be shifted to the east, preferably at least ten (10) to fifteen (15) feet, to provide some separation between it and the property line. Otherwise, please provide reasoning for keeping it in the proposed location.
- At the western edge of the access from Veterans Drive, there is a remnant of concrete sidewalk that transitions to the proposed six (6) foot sidewalk. This remnant portion of sidewalk should be removed and replaced with a consistent sidewalk from this access point to the west boundary of the plat.
- It is unclear whether the area identified as Tot Lot is just the improvements or if this includes the required fall zone. Note that all improvements must be entirely on Lot 1 Block 1 Sunwood Village or an Encroachment Agreement with the owner of Lot 3 Block 1 COR ONE must be executed.
- Sidewalk width along Sunwood Drive should match that of the sidewalk on the east side of the access point (accomplished by extending the existing segment of sidewalk to western boundary of plat). Sidewalk should be widened toward the building, which will result in the building shifting south slightly. Please provide a hand sketch of the revised sidewalk prior to revising plan sheets so that City Staff can verify its placement.

Sheet A500

- Provide clarification on why the direct access to the ground floor units facing Sunwood Drive were removed from the plans.
- Provide a calculation for the brick versus the overall façade to verify that the brick is at least fifty percent (50%) of the total non-glazed surface.

Exhibit B (Development Fees)

City of Ramsey
 2015 Residential Development Fee Calculator

	Units	Unit Type	Unit Price	Total	Notes
Park Dedication and Trail Development					
Park Dedication					
0-12 Units per acre; or	0	per unit	\$2,600	\$0	
12-19 Units per acre; or	0	per unit	\$2,405	\$0	7.5% Density Bonus
20+ Units per acre; or	47	per unit	\$2,210	\$103,870	15% Density Bonus
Assisted Living	0	per acre	\$4,738	\$0	
Trail Development	47	per unit	\$700	\$32,900	
Subtotal Park and Trail Development				\$136,770	
Water and Sewer Fees					
Collected prior to recording plat.					
Water Fees					
Trunk/Connection	47	per unit	\$1,597	\$75,059	
Lateral		per acre	\$6,297	\$0	If already constructed
Sewer Fees					
Trunk/Connection	47	per unit	\$1,126	\$52,922	
Lateral		per acre	\$3,411	\$0	If already constructed
Subtotal Trunk and Lateral				\$127,981	
Collected with individual building permits.					
Accessibility Charges					
Accessibility Charge (WAC)	47	per SAC Unit	\$1,177	\$55,319	Collected with Building Permit
Accessibility Charge (SAC)	47	per SAC Unit	\$2,485	\$116,795	Collected with Building Permit
SAC Handling Fee	0	per address	\$25	\$0	Collected with Building Permit
<small>*SAC is a Metropolitan Council Environmental Services (MCES) Fee, SAC Unit Determined by MCES</small>					
Subtotal Water and Sewer Fees				\$300,095	
Stormwater Management Fees					
Stormwater Management	47	per unit	\$459	\$21,573	
Subtotal Stormwater Management				\$21,573	
Street Light Fees					
An estimate of the number of street lights required. Actual number will depend on site plan.					
Street Light Type					
Cobra; or		per light	\$1,300	\$0	
The COR	3	per light	\$2,600	\$7,800	
Three (3) Years Operating and Maintenance	3	per light	\$294	\$882	
Subtotal Street Lights				\$8,682	
Sureties and Inspection Fees					
Amount unknown! Developer will need to submit costs of City required improvements (Stage I and Stage II)					
Sureties (to ensure completion; returned when complete)					
Subdivisions/Plats (public improvements)		cost of improvement	125%	\$0	Cash or Letter of Credit
Site Plans (private improvements)		cost of improvement	150%	\$0	Cash or Letter of Credit
Subtotal Sureties				\$0	
Engineering Inspection Fee		cost of improvement	5%	\$0	Cash Escrow
Subtotal Surety and Inspection Fee				\$0	
GRAND TOTAL FOR DEVELOPMENT FEES				\$295,006	
GRAND TOTAL FOR ENGINEERING INSPECTION FEES				\$0	Separate from Building Permit
GRAND TOTAL FOR SURETIES				\$0	
GRAND TOTAL FOR SAC/WAC				\$172,114	Collected with Building Permit

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	3/27/15	PROJECT ADDRESS	TBD
PROJECT. TITLE	SUNWOOD VILLAGE		
ESCROW #	114596		
DEPARTMENT:	Community Development: Planning Division (Landscape Plan & Environmental Resources)		
TECHNICAL REVIEWER:	Name: Chris Anderson, City Planner Phone: 763-433-9817 Email: canderson@cityoframsey.com		

We offer the following comments regarding the Landscape Plan prepared by Loucks Associates and dated March 3, 2015:

- Proposed species are generally acceptable with the exception of Burgundy Carousel Barberry. This is a cultivar of Japanese Barberry, which is on the City's list of prohibited species. *Please replace this species with an alternative.*
- The width of the boulevard area along Veterans Drive should be widened to match the boulevard area east of the parking ramp (four [4] feet). While the [COR Design Framework](#) identifies a six (6) foot wide boulevard along Connector Streets, the proposed boulevard trees are located on the back side of the sidewalk and thus, the additional width is not necessary.
- The boulevard area must be finished with sod and the developer (and eventually the management company) shall be responsible for its establishment (e.g. watering).
- Plan should identify a unique symbol for each shrub species proposed and add the species labels to the plan as well.
- Planting details/specifications shall be updated to include:
 - Removal of upper portion of wire basket and burlap after being placed in planting hole
- The plan must be revised to identify turf establishment with sod. The notes refer to both sod and seed but there is no legend or labels to determine which is being used and where. Please note that any alternative to the sod requirement requires City Council approval.
- Upon acceptance of landscaping by City, a two (2) year maintenance guarantee is required to ensure survival of plantings.
- Any damage to existing streetscape elements (plants, trees, irrigation, etc.) along Sunwood Drive will need to be repaired and/or replaced. All plan sheets should include this note so that contractors are aware of this.
- The project is subject to the City's topsoil requirement, which states that all disturbed areas not otherwise improved with walkways, driveway, home and other impervious surfacing, shall receive four (4) inches of topsoil meeting the City's topsoil

specification. A topsoil inspection is required prior to landscaping being installed and copies of the load tickets are required as well. This is reviewed at time of Building Permit Application and request for Certificate of Occupancy. *Please update the Landscape Installation Notes to include this requirement.*

Please submit a revised landscaping plan that addresses these matters.

Tree Preservation: This site is devoid of any significant tree cover and therefore, no tree preservation plan is necessary.

Best Management Practices (BMPs): There are a couple BMPs proposed with this project. First, satisfy the Lower Rum River Water Management Organization's (LRRWMO) infiltration requirement, the project proposes to capture the first one (1) inch of rainfall from the site with an underground cistern. However, since the project site is within a 10-year capture zone of one of the community wells where infiltration is not permitted, the captured runoff will be used for irrigation purposes onsite. The second BMP proposed is the use of a tree trench. This essentially is a lined trench that will also be used to store stormwater runoff for uptake by trees and other vegetation. Both BMPs have overflow measures built in that allow runoff from larger events to be routed through to the existing stormwater sewer system.

**CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE**

DATE	APRIL 1, 2015	PROJECT ADDRESS	SOUTH OF SUNWOOD DRIVE, NORTH OF VETERANS DRIVE, WEST OF RESIDENCE AT THE COR
PROJECT. TITLE	SUNWOOD VILLAGE		
ESCROW #	114596		
DEPARTMENT:	Engineering		
TECHNICAL REVIEWER:	Name: Leonard Linton Phone: 763 433-9834 Email: llinton@ci.ramsey.mn.us		

We offer the following comments regarding your request for the Preliminary Plat of COR Parkview Addition and Site Plan Approval of the Parkside East Apartments. The submittal consists of 14 sheets prepared by Miller Hanson Partners dated March 3, 2015. The Civil Sheets were prepared by Loucks Associates.

General: The submitted plat proposes to plat Outlot A, COR ONE to create 1 multifamily lot. The subject property is generally located south of Sunwood Drive, north of Veterans Drive and west of the Residence at the COR.

Streets and Access: The development will primarily gain access from Veterans Drive through the existing parking lot at Residence at the COR. The site will have access to the northeast corner of the project from Sunwood Drive. Cross access agreements will need to be executed with Residence at the COR for both driveways.

The internal parking and access aisles will be private.

Traffic Analysis Report: An AUAR was prepared for the Ramsey Town Center Development which included an extensive traffic analysis. The needed traffic improvements were identified, many have been constructed. The remainder of the improvements will be constructed as development occurs.

Grading, Drainage, Demolition and Utility Plans: Preliminary grading, drainage, demolition and utility plans have been prepared for this subdivision by Bolton & Menk, Inc. Staff offers the following general comments on these plans:

1. There is an active sidewalk along the north side of the lot. A pedestrian detour plan must be prepared and submitted to the City prior to release of the building permit. The plan must conform to the latest guidance available from the MNDOT website. The detour must remain in place until the sidewalk is restored.

2. Stormwater calculations must be submitted showing that the 100 year overflow from the catchbasins will not enter the garages.
3. The benchmark information note must be fully visible on all sheets.

A permit from the Lower Rum River Water Management Organization (LRRWMO) will be required. The project is within the 10 year capture zone of a municipal well. Infiltration is not permitted in the 10 year capture zone. Alternative volume reduction strategies will need to be investigated and documented per the LRRWMO rules.

Submit a copy of the MPCA Construction stormwater permit to the City prior to construction. Submit copies of erosion inspection results to the City prior to Certificate of Occupancy.

Utilities: The building will be served by municipal sewer and water extended from Sunwood Drive. Construction plans and specifications are subject to review of the City Engineering Department.

Stormwater Pollution Prevention Plan: Hydraulic Grade calculations must be submitted for the storm sewer system. A copy of the stormwater calculations provided to the LRRWMO for plan approval must be submitted to the City.

Sheet Specific Comments:

C1-2 – The notes along the right edge of the frame are cutoff. The full text must be visible. Pavement removal is shown along the existing driveways. The driveways serve an active building. Advance notice must be provided to the owner of the building prior to commencing demolition work. One access may be closed for a short period while sawing and removing the existing pavement. Both driveways must be restored at the end of each working day. Barriers must be installed to delineate the edge of the driveway. The functionality of the catchbasin to be removed must be maintained until the new storm sewer system is functional.

C2-1 – Provide protective fence around existing planting beds and maintain until construction is finished. A temporary pedestrian access route (TPAR) plan must be included in the plan set and note 6 must reference the TPAR.

C3-1 – Rock Construction Entrances are ineffective in Ramsey. Add the following text to the SWPPP and Grading Plan Notes: “A street sweeper must be available within 3 hours upon notice from the City that the streets need to be swept.”

The underground storage may not be perforated or allow infiltration.

Revise note 3 to read “...4 inches of premium topsoil...”.

Revise note 6 to read “...left idle for day, weekends and holidays, or as directed by City.”

The proposed grades in the grass area east of the building are less than 2 percent. City code requires an as-built grading plan prior to issuing the Certificate of Occupancy for all lots with grades less than 2 percent on pervious areas.

C3-2 – Revise typical street section - 6” Premium Topsoil, 6’ wide sidewalk, all references to Class 5 shall read Class 5, Ramsey Modified. Gradation is shown on Ramsey Street Details. Use Ramsey Detail STR-25 for connection to existing street. Revise the SWPPP to conform with the requirements of the MPCA Construction Stormwater permit.

C4-1 – All storm sewer pipes in public ROW shall be RCP.
Remove or label dark line on nw corner of plan.

C8-1 – Concrete sidewalk Detail – Sidewalk shall be 6” thick.
Add information to Concrete Washout detail – 10 mil poly, ground shall slope away from area, how deep is the pit,
The MNDOT 5 sheet curb ramp details must be added to set.
A custom detail is required for each pedestrian ramp and must include spot elevations, slopes and layout of detectable warnings.

Specifications were not submitted. These notes are required when the specifications are submitted.

- Include City where ever Engineer or Owner is referenced in Specifications.
- General Statements - Include City in notifications to Engineer and Owner.
- Sunday work is not permitted in the City of Ramsey without City Council approval. Working hours are 7:00 am – 10:00 pm, Monday –Saturday, 48 hour notice is required for Saturday Work.
- The contractor must have a City License.
- A City right-of-way permit is required prior to working in the ROW.

Water – Add Notes:

- Only City Personnel shall operate valves.
- All valves not in paved surfaces shall have blue carsonite markers.
- Paragraph 2.7.C.2 – Valve nut extensions are not used in the City of Ramsey.

Sanitary Sewer – Add note:

- All manholes not in paved surfaces shall have green carsonite markers.
- All sanitary sewer shall have 10 gauge solid copper tracer wire.

Storm Sewer – Add note:

- All manholes not in paved surfaces shall have green carsonite markers.
- All storm sewer shall have 10 gauge solid copper tracer wire.

Landscaping – Include City on all Correspondence.

- All plant material in City ROW shall have two (2) year warranty

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into effective as of May 20, 2014 (the “Effective Date”) by and between COMMONBOND COMMUNITIES, a Minnesota nonprofit corporation, its successors and / or assigns (“Buyer”), and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF RAMSEY, MINNESOTA, a Minnesota municipal corporation (“Seller”).

In consideration of the Earnest Money, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Capitalized Terms and Other Key Terms. Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings assigned to such terms as set forth on Exhibit A hereto, which is hereby incorporated by reference.
2. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property, upon and subject to the terms, conditions, and limitations herein contained.
3. Purchase Price and Manner of Payment. The Purchase Price shall be payable by Buyer to Seller as follows:
 - 3.1. Earnest Money Deposit. Within two (2) business days following the Effective Date, Buyer shall deposit the Earnest Money in the form of cash with the Title Company and such funds shall be held and disbursed pursuant to the Escrow Agreement and this Agreement; provided, however, that if there are any inconsistent terms between the Escrow Agreement and this Agreement, the terms of this Agreement shall control. Except as otherwise provided herein, the Earnest Money shall be credited against the Purchase Price at the Closing.
 - 3.2. Balance of Purchase Price. The balance of the Purchase Price, as increased or decreased by any and all other adjustments set forth in this Agreement, shall be paid by wire transfer of immediately available funds at the Closing.
4. Inspection Period. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of all of the documents set forth in Exhibit C hereto in the possession or reasonable control of Seller. During the Inspection Period, Buyer shall have the right, at Buyer’s sole cost, expense, and risk, to enter upon and examine and inspect the Property to conduct environmental reviews, soil condition testing, survey, engineering studies, and appraisals of the Property. Buyer shall promptly restore the Property to substantially the same condition it existed immediately prior to any physical tests conducted by or on behalf of Buyer. Further, Buyer agrees to indemnify and hold Seller harmless from and against any liability, loss, claim, or damages to Seller that arise solely from Buyer’s physical inspections of the Property. During the Executory Period, Seller agrees not to market the Property for sale and/or to negotiate with any third parties for the sale of the Property unless Buyer and Seller in writing terminate this Agreement.

5. Title Examination.
 - 5.1. Title Commitment and Survey. Within twenty (20) days after the Effective Date, Seller shall, at its expense, provide the Title Company with any and all documents or materials needed for the Title Company to issue the Title Commitment that are in Seller's possession within thirty (30) days after the Effective Date. Buyer, at its sole expense, may obtain an updated Survey at any time during the Inspection Period.
 - 5.2. Title Objections. During the Inspection Period, Buyer shall be allowed to examine the Title Evidence and deliver any objections ("Title Objections") thereto. Title Objections not made in writing by the expiration of the Inspection Period shall be deemed to be waived by Buyer. Seller shall use diligent efforts to correct any valid Title Objections within thirty (30) days after receipt of said Title Objections, or such longer period as the parties mutually may agree, and, pending such correction, the parties agree that the Closing Date shall be postponed, if necessary. If the Closing Date has been postponed as a result of Title Objections, within fifteen (15) days after written notice of correction of such Title Objections given by Seller to Buyer, Seller and Buyer shall perform this Agreement according to its terms. If the Title Objections are not cured within such thirty (30) day period above provided (or such longer period as the parties mutually may agree), Buyer will have the option to do any of the following:
 - 5.2.1. terminate this Agreement and obtain the Earnest Money from the Title Company;
 - 5.2.2. withhold from the Purchase Price an amount which, in the reasonable judgment of the Title Company, is sufficient to ensure correction of the uncured Title Objection(s); or
 - 5.2.3. waive the uncured Title Objections and proceed to Closing.
6. Buyer's Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:
 - 6.1. Representations, Warranties, and Covenants. The representations, warranties, and covenants of Seller contained in this Agreement must be true as of the Effective Date and on the Closing Date as if made on the Closing Date.
 - 6.2. Title. Title to the Property shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 5 of this Agreement.
 - 6.3. Access and Inspection. Seller shall have allowed Buyer, and Buyer's agents, immediate access to the Property during the Inspection Period without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same in accordance with Section 4 of this Agreement, and Buyer shall have been

satisfied in its sole discretion with the results of such investigation and testing before the expiration of the Inspection Period.

- 6.4. Document Review. Buyer shall have determined, on or before the expiration of the Inspection Period, that it is satisfied with its review and analysis of the Contracts, the Reports, the Permits, and the Warranties.
- 6.5. Government Approvals. Buyer shall have obtained on or before the Closing Date all final approvals from all Governmental Authorities necessary in Buyer's judgment to make the use of the Property which Buyer intends. Seller shall, at the request of Buyer, and at no cost to Seller, reasonably cooperate with Buyer in connection with Buyer's application(s) for project and development approvals from Governmental Authorities as provided in this Agreement (including, without limitation, joining in the execution of the materials described in this Section) in connection with (i) applications, agreements, amendments, approvals and annexation agreements relating to, among other things, zoning, site plan, planned development, subdivision, protective covenants, utility and other development matters to permit the use and/or development of the Property in accordance with Buyer's proposed development plans, and (ii) any requirements of any Governmental Authorities relating to the proposed use and/or development of the Property.
- 6.6. Financing. Buyer shall have received, on or before the Closing Date, the proceeds of financing necessary and sufficient, in Buyer's sole discretion, to complete the purchase of the Property and to implement Buyer's planned use of the Property, including, but not limited to, an award of Low Income Housing Tax Credits from the Minnesota Housing Finance Agency in an amount and under terms acceptable to Buyer to facilitate the development of the Real Property as intended by Buyer and an award of funding in an amount not less than \$250,000 from the Anoka County Housing and Redevelopment Authority upon terms acceptable to Buyer.

Buyer may terminate this Agreement by written notice to Seller on or before the last day of the applicable periods as specified above. Upon termination of this Agreement for failure to satisfy one of Buyer's contingencies set forth in this Section 6, neither party will have any further rights or obligations regarding this Agreement or the Property and the Earnest Money shall be returned to Buyer. All the contingencies are specifically for the benefit of Buyer, and Buyer shall have the right to waive any contingency by written notice to Seller.

7. Seller's Contingency. The obligations of Seller under this Agreement are contingent upon the representations, warranties, and covenants of Buyer contained in this Agreement being true as of the Effective Date and as of the Closing Date.
8. Closing. The Closing shall occur on the Closing Date. The Closing shall take place at a location mutually agreeable to Seller and Buyer. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

- 8.1. Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following documents (collectively, the "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
- 8.1.1. The Deed.
 - 8.1.2. The Closing Statement.
 - 8.1.3. An Assignment of Contracts, Permits, Warranties, any development agreements relating to the ongoing use and development of the Property that are consented to and approved by Buyer, and miscellaneous documents conveying Seller's interest to Buyer together with the consent of all parties having a right to consent to such Assignment.
 - 8.1.4. A non-foreign affidavit, properly executed, containing such information as is required by Code Section 1445(b)(2) and the regulations promulgated thereunder.
 - 8.1.5. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Service ("IRS") Form 1099 and, if applicable, IRS Form 8594.
 - 8.1.6. Any executed documents that may be required in the State or other jurisdiction where the Property is located in order for the Deed to be recorded properly on the Closing Date.
 - 8.1.7. A Certification to Buyer whereby Seller shall certify that the representations and warranties set forth in Section 11 of this Agreement are true and correct as of the Closing Date.
 - 8.1.8. All other documents determined by Buyer or the Title Company to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than the Permitted Encumbrances.
- 8.2. Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, the "Buyer's Closing Documents"):
- 8.2.1. The funds representing the remaining portion of the Purchase Price due hereunder, subject to any adjustments and/or prorations required hereunder.
 - 8.2.2. A Designation Agreement designating the "reporting person" for purposes of completing IRS Form 1099 and, if applicable, IRS Form 8594.
 - 8.2.3. The Closing Statement.

- 8.3. Extended Closing Date. Notwithstanding anything to the contrary herein, Buyer shall have the right to extend the date on which the Closing shall occur from the Initial Closing Date to a date on or before the Extended Closing Date by providing written notice of such election to Seller on or before the Initial Closing Date.
9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- 9.1. Title Insurance and Closing Fee. Seller will pay all costs of the issuance of the Title Commitment and the fees charged by the Title Company for any escrow required regarding Buyer's Title Objections. Buyer will pay all additional premiums required for the issuance of any lender's and owner's Title Policies and any endorsements requested by Buyer that are not necessary to cure Title Objections as provided in Section 5 of this Agreement. Seller and Buyer will each pay one-half (1/2) of any closing fee or charge imposed by any closing agent or by the Title Company.
- 9.2. Real Estate Taxes and Special Assessments. All real estate taxes payable in the years prior to the year in which the Closing occurs and any and all and pending special assessments (regardless of when such assessments are due) shall be paid by Seller at the Closing. Real estate taxes payable in the year in which Closing occurs shall be prorated between Buyer and Seller based upon the Closing Date. Seller shall receive a credit for the amount in the real estate tax escrow as of the Closing Date.
- 9.3. Recording Fees. Seller will pay any recording fees in connection with the release of all mortgages, liens and encumbrances and security interests against the Property that are not being assumed by Buyer. Seller shall also pay any deed tax due in connection with the sale of the Property pursuant to applicable State statutes. Buyer shall pay the recording fee in connection with the recording of the Deed.
- 9.4. Funds. Any account balances or other funds connected to the Property shall be retained by Seller.
- 9.5. Other Costs. All other operating costs of the Property shall be prorated between Seller and Buyer as of the Closing Date so that Seller pays that part of operating costs payable before the Closing Date, and Buyer pays that part of operating costs payable from and after the Closing Date.
- 9.6. Attorneys' Fees. Each of the parties will pay its own attorney's fees, except that a party defaulting under this Agreement or any document referenced in this Agreement will pay the reasonable attorneys' fees and court costs incurred by the nondefaulting party to enforce its rights hereunder.

10. Seller's Covenants During Executory Period. During the Executory Period, Seller covenants to comply with the following conditions:
 - 10.1. Seller shall maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance.
 - 10.2. Without obtaining the Consent of Buyer, Seller shall refrain (i) from creating any mortgage, easement, lien, pledge or any other encumbrance in any way affecting the Property, (ii) from conveying any interest in the Property, and/or (iii) from entering into any other contracts or agreements pertaining to the Property, except contracts or agreements which are consistent with Buyer's rights hereunder and that may be terminated on or prior to the Closing Date.
 - 10.3. Seller shall refrain from committing any waste or nuisance upon the Property.
 - 10.4. Seller shall not market the Property for sale and/or to negotiate with any third parties for the sale of the Property unless Buyer and Seller in writing terminate this Agreement.
 - 10.5. Seller shall, at the request of Buyer, and at no cost to Seller, reasonably cooperate with Buyer in connection with Buyer's application(s) for project and development approvals from Governmental Authorities as provided in Section 6.5 of this Agreement. This Section shall survive Closing and delivery of the Deed.
 - 10.6. Without the Consent of Buyer, Seller shall not allow any labor to be performed on the Property that could give rise to the filing of a mechanic's lien against any portion of the Property if the costs of such labor are not timely paid.
11. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the Effective Date and the Closing Date as follows:
 - 11.1. Title to Property. Seller has good and marketable, fee simple title to the Property, subject only to the Permitted Encumbrances. The Property constitutes a separate tax parcel eligible for development in accordance with the Regulations without need for further subdivision.
 - 11.2. Authority; Consents. Seller represents and warrants to and covenants with Buyer that: (i) Seller is duly organized and has received all requisite authority to transact business in the State in which the Property is located; (ii) Seller has the power and authority to enter into this Agreement and all of the Seller's Closing Documents signed or to be signed by it; (iii) the execution, delivery and performance of Seller of the Seller's Closing Documents do not conflict with or result in violation of Seller's organizational documents, any judgment, order or decree of any court or arbiter to which Seller is a party, or any local ordinance, or statute, rule, or law of the State; (iv) upon execution, the Seller's Closing Documents will be valid and binding obligations of Seller, and are enforceable in accordance with their terms,

subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws; and (v) the consents of no other parties are required as a condition to the Closing.

- 11.3. Unrecorded Agreements. There are no unrecorded agreements, undertakings or restrictions which affect the Property.
- 11.4. Leases. There are no leases or possessory rights of others regarding the Real Property.
- 11.5. No Default Notice. Seller has not received notice of a default or breach of any agreement to which Seller is a party, and is not aware of any facts that would result in Seller being in default or breach of any agreement to which it is a party.
- 11.6. Reports. The Reports delivered or to be delivered to Buyer hereunder are correct and complete and, to Seller's actual knowledge, do not contain any false information.
- 11.7. Operations. Seller has received no notice of actual or threatened cancellation or suspension of any utility services at or on the Real Property, nor has Seller received any notice of any violation of any Regulations. Except as disclosed in the Title Commitment, Seller has received no notice of actual or threatened special assessments or reassessments, condemnation, or eminent domain proceedings with respect to the Real Property.
- 11.8. Environmental Laws. To Seller's actual knowledge, no Hazardous Substances have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any Regulations relating to the protection of the environment. To Seller's actual knowledge, there are no Hazardous Substances in or on the Property that may support a claim or cause of action under any Regulations relating to the protection of the environment. To Seller's actual knowledge, the Property is not now, and never has been, listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal or storage site for Hazardous Substances.
- 11.9. FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in Code Section 1445 and the regulations promulgated thereunder.
- 11.10. No Proceedings. No legal or administrative proceeding is pending or, to Seller's actual knowledge, threatened (i) against Seller or any of its affiliates which would adversely affect its right to convey the Property to Buyer as contemplated in this Agreement, or (ii) affecting the Property. There are no condemnation or eminent

domain proceedings pending or, to Seller's knowledge, threatened with respect to the Property.

- 11.11. Additional Interests. There are no property interests or other improvements that are owned by Seller and which are necessary or useful for the use and operation of the Property that are not being conveyed pursuant to this Agreement.
- 11.12. Private Sewage Systems; Wells. There are no private sewage systems or wells located on the Property.
- 11.13. Use of Property. To the best of Seller's knowledge, no methamphetamine production has occurred on the Property.
- 11.14. Unpaid Labor and Materials. Neither Seller nor any other party is indebted for labor or material that might give rise to the filing of notice of mechanic's lien against any portion of the Property.
- 11.15. No Broker. Seller has not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement except CBRE, to whom Seller will pay all real estate commissions due and owing no later than the Closing Date.
- 11.16. Property Notice / No Redemption Rights. There exist no outstanding redemption rights in any third parties with respect to all or any portion of the Property and the Seller has given all proper notices and obtained all requisite approvals necessary to sell and convey the Property to the Buyer pursuant to the terms of this Agreement.

Seller will indemnify the Indemnified Parties, against, and will hold each of the Indemnified Parties harmless from, any expenses or damages, including reasonable attorneys' fees, that the Indemnified Parties incur because of the breach of any of the above representations and warranties. Each of the foregoing representations and warranties shall be deemed remade as of the Closing Date with respect to the Property.

12. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the Effective Date and the Closing Date as follows:
 - 12.1. Buyer is duly organized or incorporated under the laws of the State of its formation and has received all requisite authority to transact business in the State in which the Property is located.
 - 12.2. Buyer has the power and authority to enter into this Agreement and all of the Buyer's Closing Documents signed or to be signed by it.
 - 12.3. Buyer's execution, delivery and performance this Agreement and of the Buyer's Closing Documents do not conflict with or result in violation of Buyer's

organizational documents or any judgment, order or decree of any court or arbiter to which Buyer is a party

- 12.4. Upon execution, the Buyer's Closing Documents will be valid and binding obligations of Buyer, and are enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws.
 - 12.5. No consents or approvals from any third parties are required for Buyer to perform its obligations under this Agreement.
 - 12.6. Buyer has not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Buyer is purchasing the Property for an investment with the intent of making a profit.
13. Casualty; Condemnation. If all or any part of the Property is substantially damaged by fire, casualty, the elements, or any other cause, Seller immediately shall give written notice to Buyer, and Buyer shall have the right to terminate this Agreement by giving written notice within thirty (30) days after Buyer receives written notice from Seller of the same. If Buyer shall fail to give notice of termination, then the parties shall proceed to Closing and Seller shall assign to Buyer all rights to insurance proceeds resulting from such event. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller immediately shall give written notice to Buyer, and Buyer shall have the right to terminate this Agreement by giving written notice within thirty (30) days after Buyer receives written notice from Seller of the same. If Buyer shall fail to give notice of termination, then the parties shall proceed to Closing and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.
14. Remedies.
- 14.1. If Buyer defaults in its obligation to proceed to the Closing in accordance with the terms of this Agreement and fails to cure such default within ten (10) days after being notified in writing thereof, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and to retain the Earnest Money as liquidated damages. The parties agree that in the event of default by Buyer, subject to the expiration of the cure period above, Seller's damages will be difficult or impractical to ascertain and the Earnest Money will be deemed to constitute a reasonable estimate of Seller's damages and shall not be deemed to constitute a forfeiture or penalty. Seller shall not have the right to recover any other damages of any kind from Buyer or to obtain other equitable adjustment to the terms of the sale of the Property.
 - 14.2. If Seller defaults on any of its material obligations under this Agreement and fails to cure such default within ten (10) days after receiving written notice thereof, Buyer shall be entitled to exercise any remedies available to Buyer at law or equity for a default by Seller hereunder including, without limitation, (i) the

immediate return of the Earnest Money, (ii) to apply for and to receive from a court of competent jurisdiction equitable relief by way of specific performance to enforce Seller's performance of the terms of this Agreement, and/or (iii) to seek and recover from Seller damages for nonperformance of this Agreement for all of Buyer's out-of-pocket costs and fees, including without limitation, reasonable attorneys' fees, accountants' fees and other consultants' fees incurred by Buyer in preparing and negotiating this Agreement, preparing for the Closing, obtaining financing commitments, investigating the status, title and condition of the Property, and other similar and reasonable costs and expenses.

14.3. If either party hereto shall bring suit against the other to enforce the terms of this Agreement, the losing party shall pay to the prevailing party the prevailing party's cost and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in enforcing such prevailing party's rights under this Agreement.

15. Miscellaneous.

15.1. Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

15.2. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

15.3. Further Acts. Each party hereto agrees to do such further acts and execute, deliver, file and record such further documents and instruments as may be reasonably necessary to effectuate, evidence, and record the transactions contemplated by this Agreement.

15.4. Severability. The invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, and in such event, the remaining terms of this Agreement shall remain in full force and effect.

15.5. Governing Law; Parties in Interest. This Agreement shall be governed by and be construed in accordance with the laws of the State.

15.6. Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the

period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.


- 15.7. Time of the Essence. All times, wherever specified herein for the performance by Seller or Buyer of their respective obligations hereunder, are of the essence of this Agreement.
- 15.8. Assignment. Neither party shall be entitled to assign or convey any interest in this Agreement to any third party, without first obtaining the prior written consent of the other party. Notwithstanding the foregoing, Buyer shall have the right to assign its interest in this Agreement to an entity affiliated with, or controlled by Buyer, without the consent of Seller; provided, however, that Buyer shall provide Seller with a copy of any such assignment promptly after it has been executed. The parties' rights and obligations under this Agreement shall inure to the benefit of and shall be binding on successors and assigns.
- 15.9. Notices. All notices and other communications in respect to this Agreement shall be deemed to have been duly given, if in writing and delivered personally or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or via facsimile, properly addressed to the parties as provided in Exhibit A attached hereto.
- 15.10. Complete Agreement. This instrument and any exhibits, schedules or addendums attached hereto contain the entire Agreement of the parties, and supersedes all prior negotiations, agreements or understandings, whether oral or in writing. This Agreement may not be changed orally but only by an Agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.
- 15.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

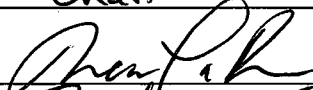
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IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase Agreement effective as of the Effective Date.

SELLER:


THE HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF RAMSEY,
MINNESOTA,
a Minnesota municipal corporation

By: 
Name: Randy Backous
Title: Chair

By: 
Name: Theodore LaFrance
Title: Executive Director

BUYER:

COMMONBOND COMMUNITIES,
a Minnesota nonprofit corporation

By: 
Name: Ellen Higgins
Title: Vice President

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EXHIBIT A

Key Terms and Definitions

A. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meanings:

1. "Agreement" shall mean the Purchase Agreement between Buyer and Seller to which this Exhibit is attached.
2. "Buyer" shall have the meaning assigned to such term in the opening paragraph of this Agreement.
3. "Buyer's Closing Documents" shall have the meaning assigned to such term in Section 8.2 of the Agreement.
4. "Closing" shall mean the closing of the purchase and sale of the Property contemplated by this Agreement.
5. "Closing Date" shall mean the later of the Initial Closing Date or the Extended Closing Date, as applicable.
6. "Closing Statement" means a closing statement prepared by the Title Company to be executed by Seller, Buyer, and the Title Company at the Closing that accurately describes the economic terms of transaction described this Agreement
7. "Code" shall mean the Internal Revenue Code of 1986, as amended.
8. "Consent" means the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion unless otherwise stated in this Agreement.
9. "Contracts" shall mean all service and maintenance contracts and other contracts relating to the Property.
10. "Deed" shall mean a Warranty Deed conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances, at the Closing.
11. "Earnest Money" means Five Thousand Dollars (\$5,000.00), along with any interest or earnings accrued thereon while such funds are held by the Title Company.
12. "Effective Date" shall be as defined in the opening paragraph of this Agreement.
13. "Escrow Agreement" shall mean any form of acknowledgement of escrow deposit in the form required by the Title Company upon its receipt of the Earnest Money.
14. "Executory Period" shall mean the period of time from the Effective Date through and including the Closing Date.
15. "Extended Closing Date" means the date which is 60 days after the Initial Closing Date.

16. "Governmental Authority" means any state, federal, local, municipal or other governmental authority, agency, or licensing authority of any kind having jurisdiction over the Property or Seller.
17. "Hazardous Substances" shall mean toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal Regulations relating to the protection of the environment.
18. "Indemnified Parties" means collectively, Buyer, its officers, directors, members, partners, governors, managers, and employees and their respective successors and assigns
19. "Initial Closing Date" means May 1, 2015.
20. "Inspection Period" shall mean the period of time from the Effective Date through and including the Closing Date.
21. "Land" shall mean the real property located near the intersection of Zeolite Street NW and Civic Centre Drive in the City of Ramsey, Anoka County, Minnesota, described on Exhibit B to this Agreement.
22. "Permits" shall mean all permits, licenses, and trade names relating to the Property.
23. "Permitted Encumbrances" means any defects or encumbrances on the Real Property to which Buyer does not submit a written Title Objection during the Inspection Period, or any defect or encumbrance that is waived by Buyer in accordance with the terms of this Agreement.
24. "Property" shall mean collectively the Real Property, the Contracts, the Permits, and the Warranties.
25. "Purchase Price" means Four Hundred Thirty-Five Thousand Dollars (\$435,000.00), as the same may be adjusted pursuant to the terms and conditions of this Agreement.
26. "Real Property" shall mean collectively the Land, any improvements located thereon, and all easements and rights benefiting or appurtenant to the Land.
27. "Regulations" means the rules and regulations applicable to the Property or Seller of any Governmental Authority having jurisdiction.
28. "Reports" means all feasibility studies, soil reports, environmental reports, permits, licenses, service contracts, title policies, surveys, and other appraisals, inspections, tests, reports, or studies in the possession or reasonable control of Seller with respect to the Property.

29. "Seller" shall have the meaning assigned to such term in the opening paragraph of this Agreement.
30. "Seller's Closing Documents" shall have the meaning assigned to such term in Section 8.1 of the Agreement.
31. "State" shall mean the State of Minnesota.
32. "Survey" means an updated ALTA/ACSM survey of the Real Property prepared by a surveyor acceptable to Buyer in its sole discretion.
33. "Title Commitment" means a commitment for an ALTA Owner's Policy of Title Insurance insuring fee simple title to the Real Property in the amount of the Purchase Price, which shall (i) commit the Title Company to insure fee simple title to the Real Property subject only to the Permitted Encumbrances, (ii) so long as Buyer obtains the Survey, affirmatively insure Buyer against any and all encroachments or mechanic's liens not of record, (iii) provide that the Title Company will increase its coverage at any time to reflect increase in the property values and/or improvements being made to the Property, upon payment to the Title Company of a standard policy premium for the amount of the increased insurance coverage; and (iv) provide that the Real Property is zoned properly for Buyer's intended use of the Property and that the Real Property is in compliance with all applicable zoning requirements.
34. "Title Company" shall mean Commonwealth Land Title Insurance Company or such other title insurance company as Buyer may select in its reasonable discretion.
35. "Title Evidence" shall mean the Title Commitment and the Survey, together.
36. "Title Objections" shall have the meaning assigned to such term in Section 5.2 of this Agreement.
37. "Warranties" shall mean all warranties and guaranties relating to the Property.

B. Notices. Notices, as provided in this Agreement, shall be given to the parties at the following addresses, or such other address as any of the parties may reasonably notify the other parties of in accordance with this Agreement:

If to Buyer: CommonBond Communities

Prior to August 1, 2014: 328 Kellogg Boulevard West
 Saint Paul, Minnesota 55102
 Attention: Vice President of Development
 Facsimile Number: (651) 291-1003

From and after August 1, 2014: 1080 Montreal Avenue
 Saint Paul, Minnesota 55116
 Attention: Vice President of Development

Facsimile Number: (651) 291-1003

With a copy to: Winthrop & Weinstine, P.A.
Capella Tower, Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402
Attention: Jeffrey J. Koerselman
Facsimile Number: (612) 604-6802

If to Seller: City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303
Attention: Ted LaFrance
Facsimile Number: _____

With a copy to: Ratwik, Roszak, & Maloney, P.A.
730 Second Avenue South, Suite 300
Minneapolis, MN 55402
Attention: Joseph Langel
Facsimile Number: (612) 339-0038

EXHIBIT B

Legal Description

Outlot A, COR ONE, according to the recorded plat thereof, City of Ramsey, Anoka County, Minnesota.

EXHIBIT C

List of Required Documents

Copies of the following:

- Exiting title policies, title commitments and surveys;
- Real estate tax statements and other tax bills (including special assessments) affecting the Property for the last two calendar years;
- All inspections, reports, clearances and other documentation issued by any Governmental Authority having jurisdiction of the Property in the last three calendar years;
- Any environmental reports in connection with the Property in Seller's possession;
- Copy of the plat for the Property; and
- All other material Contracts, Reports, and Warranties not specifically referenced above (as each term is defined in the foregoing Agreement).

5.04 Review Landscape and Storm Water Management Plan Associated with a Site Plan Application for Sunwood Village: Case of Common Bond

City Planner Anderson presented the staff report.

Chairperson Stodola asked if they would be sharing the ramp.

City Planner Anderson replied that the access points will be shared.

Community Development Director Gladhill stated that there is on-site parking.

Board Member Lewis inquired if it was all surface parking.

Community Development Director Gladhill responded affirmatively.

Chairperson Stodola asked if there is enough parking.

Community Development Director Gladhill stated that the type of floor plan and income levels were considered. This project would likely be more one car households so it would meet the minimum of one stall per unit.

City Planner Anderson stated that there is visitor parking a half a block away that is not overnight parking for guests.

Board Member Lewis commented that this plan was well thought out and robust and that he was impressed. He doesn't have a problem with it and felt that it was more innovative and detailed than the previous proposal.

Community Development Director Gladhill stated that this project did receive \$580,000 in funding from the Metropolitan Council.

Board Member Lewis stated that this is the kind of project and plan that should be looked at for the **Eco Star Award**.

City Council Liaison LeTourneau spoke to the Staff regarding the contrast between the two cases and how the Board is appreciative of complete picture. He asked how likely is it that the Board can ask developers to provide more complete plans in the future.

Community Development Director Gladhill stated that this is something the Staff strives to achieve. He spoke about project deadlines and said that historically the City has tried to give some contingent recommendations and revisit them. If the Board feels that the information in the last case was not enough, then Staff should know and then they can go back to the developer. He stated that if it is the Board's wish to have the kind of detail found in this project, Staff will make sure they provide it without delaying projects. Staff can work with code to provide the desired level of detail.

Board Member Valentine would like to support the Staff. He talked about the huge contrast between the cases. He felt that the Parkview East case was close to the line of not be developed enough. He would like to support the Staff to be able to go back to developers to get more fully developed plans.

City Council Liaison LeTourneau stated that he doesn't think it is the Board intention to push developers away by setting too high a standard.

Community Development Director Gladhill stated that the Parkview East case warrants pursuing additional details and that the City can commit to a smooth process if they are provided with detail.

Chairperson Stodola asked about the timeframe of the projects.

Community Development Director Gladhill replied that the City tries to provide approval 45 days from the date the application is received. Some cases do take longer depending on complexity.

Motion by Board Member Bernard and seconded by Board Member Lewis to move forward with the project.

Motion carried. Voting Yes: Chairperson Stodola, Board Member Bernard, Lewis, Hiatt, and Valentine. Voting No: None. Absent: Board Member Bentz.

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #15-04-088

RESOLUTION APPROVING SITE PLAN FOR SUNWOOD VILLAGE

WHEREAS, CommonBond Communities, hereinafter referred to as “Developer”, properly applied to the City of Ramsey (the “City”) for approval of a final plat of the following described property located in the City of Ramsey:

Outlot A, COR ONE, Anoka County Minnesota

(the “Subject Property”)

WHEREAS, on March 24, 2015, the City received an application and plans from Common Bond for Sketch Plan and Final Plat Review for Sunwood Village; and

WHEREAS, on April 9, 2015, the Planning Commission reviewed the Sketch Plan for Sunwood Village, and recommended that the City Council approve the Final Plat; and

WHEREAS, on April 24, 2015, the City Council reviewed the Final Plat for Sunwood Village.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:

- 1) That the City Council of the City of Ramsey hereby grants final plat approval to SUNWOOD VILLAGE in accordance with relevant City Codes, contingent upon compliance with the Staff Review Letter dated April 3, 2015 and upon Developer entering into a Development Agreement with the City of Ramsey.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council the 28th day of April, 2015.

Mayor

ATTEST:

City Clerk

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #15-04-089

RESOLUTION GRANTING SITE PLAN APPROVAL FOR SUNWOOD VILLAGE

WHEREAS, on March 24, 2015, the City received an application and plans from CommonBond Communities for Site Plan Review for Sunwood Village; and

WHEREAS, on April 9, 2015, the Planning Commission reviewed the Site Plan, and recommended that the City Council approve said Site Plan; and

WHEREAS, on April 24, 2015, the City Council considered approval of the Site Plan for Sunwood Village.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:

- 1) That the City Council of the City of Ramsey does approve the Site Plan for Sunwood Village, contingent upon compliance with the Staff Review Letter dated April 3, 2015.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council the 28th day of April, 2015.

Mayor

ATTEST:

City Clerk