

(reserved for recording information)

DEVELOPMENT CONTRACT

SIENNA ON THE PARK

DEVELOPMENT CONTRACT (this "**Contract**") dated August 21, 2018, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("**City**"), and **PENTAGON NORTH, LLC**, a Minnesota limited liability company (the "**Developer**" and "**Fee Owner**").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Sienna on the Park (referred to in this Contract as the "**plat**"). The land is situated in the County of Hennepin, State of Minnesota, and is legally described on Exhibit "A" attached hereto (the "**Property**").

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition the Developer enter into this Contract, furnish the security and insurance certificate required by it, and record the plat with the Hennepin County Recorder or Registrar of Titles within one (1) year after the City Council approves the final plat.

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, as evidenced by grading, utility or building permits or other written authorization to proceed, the Developer

may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the necessary security and insurance certificate have been received by the City; 3) the plat has been recorded with the Hennepin County Recorder's Office; and 4) the City's Community Development Director has issued a letter that the foregoing conditions have been satisfied and that the Developer may proceed.

4. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, and not in conflict with any portion of the development already completed or under construction, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

5. DEVELOPMENT PLANS. The Property shall be developed in accordance with the following plans (hereinafter the "**Development Plans**") which the City has approved which include approximately 375 units of market rate multifamily housing (the "**Market Rate Project**") and approximately 210 units of senior multifamily housing (the "**Senior Project**", and collectively with the Market Rate Project, the "**Project**"). The Developer may request changes to the Development Plans. For minor changes to the Development Plans, pursuant to the City ordinances, changes can be reviewed and approved by the City staff and those approved changes shall control over the terms of this Contract. All other changes to the Development Plans not deemed to be minor by the City, pursuant to the City ordinances, shall require approval by the City Council and this Contract shall be amended accordingly.

The Development Plans shall not be attached to this Contract. If the Development Plans vary from the written terms of this Contract, the written terms shall control. The Development Plans are:

Plan A – Plat

Plan B – Final Development Plan approved by the City Council on July 17, 2018

Plan C - Site Plan date stamped July 10, 2018

Plan D - Grading, Drainage, and Erosion Control Plans date stamped July 10, 2018

Plan E - Utility plans date stamped July 10, 2018

Plan F - Landscape Plan date stamped July 10, 2018

Plan G – Stormwater Management Plan date stamped July 10, 2018.

Plan H – Lighting Plan date stamped July 10, 2018.

Plan I – Sidewalk and trail connection plan dated July 10, 2018.

6. IMPROVEMENTS CONSTRUCTED AND PAID FOR BY DEVELOPER. The Developer shall construct and pay one hundred percent (100%) of the cost of the following improvements (the “**Improvements**”) in accordance with the Development Plans:

- A. Sanitary Sewer;
- B. Watermain;
- C. Street;
- D. Surface Water Facilities (pipe, ponds, etc.);
- E. Grading and Erosion Control;
- F. Underground Utilities;
- G. Sidewalks
- H. Landscaping within public right-of-way and areas disturbed by infrastructure work completed by the Developer
- I. Setting of Iron Monuments.

J. Construction of a road from 77th Street to the Fred Richards Park to be publically dedicated to the City as a right-of-way as part of the plat of the Property.

K. Public parking Stalls.

7. DEVELOPER CONSTRUCTED IMPROVEMENTS. (a) The Improvements shown on the Development Plans shall be installed in accordance with Development Plans and in accordance with all applicable City ordinances, regulations and policies; (b) the Developer shall submit plans and specifications for the Public Improvements which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer; (c) the Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work for the Public Improvements meets the approved City standards as a condition of City acceptance; (d) the Developer, its contractors and subcontractors, shall follow all lawful instructions received from the City's inspectors and engineers with respect to the construction and installation of the Public Improvements, which instructions shall be issued by the City's inspectors and engineers in accordance with applicable City ordinances as interpreted and enforced as of the date of this Contract; (e) the Developer's engineer shall provide for on-site project management with respect to the construction and installation of the Improvements and the Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor; and (f) the Developer or its engineer shall schedule pre-construction meetings as necessary to coordinate the construction and installation of the Improvements and to allow the City to review the program for said construction work.

All labor and work with respect to the construction and installation of the Improvements shall be done and performed in a good and workmanlike manner and in material conformance with the Development Plans. No material deviations of the Improvements from the Development Plans will be

permitted unless approved in writing by the City. The Developer shall not do any work or furnish any materials in connection with the construction and installation of the Improvements not covered by the Development Plans and special conditions of this Contract for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.

8. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. City engineering administration will include construction inspections for work described in Paragraph 6 and shall be paid for by the Developer. The Developer's engineer shall submit a special material testing schedule and construction schedule to the City Engineer for approval.

9. ENGINEERS RECORD DRAWINGS. The Developer's engineer shall prepare a set of reproducible record prints and an electronic version of the Development Plans that satisfy the City of Edina Record Drawing requirements, attached hereto as Exhibit "B," showing those approved changes made during the construction process, based on the marked up prints, drawings and other data furnished by contractor(s) to the Developer's engineer (the "**Record Drawings**"). The Record Drawings shall be submitted prior to the Developer receiving a certificate of occupancy for any building on the Property; provided, however, partial Record Drawings are acceptable so long as the infrastructure pertains to the particular building that is being constructed on the Property.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a twenty-five percent (25%) ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Public Improvements identified in Paragraph 7 above.

11. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

- A. Minnesota Department of Health for Watermain
- B. MPCA NPDES Permit for Construction Activity
- C. MPCA for Hazardous Material Removal and Disposal
- D. City of Edina for Building Permits
- E. MCES for Sanitary Sewer Connections
- F. Nine Mile Creek Watershed District Permit

12. TIME OF PERFORMANCE. The Developer shall install all Improvements by October 31, 2021. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property upon reasonable notice to perform work and inspections deemed appropriate by the City in conjunction with the development of the Property.

14. GRADING PLAN. The Property shall be graded in accordance with the approved grading drainage and erosion control plan which is described as Plan D in paragraph 5 (the “**Grading Plan**”). The Grading Plan shall conform to City’s Design and Construction Manual. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a “record” grading plan.

15. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan D described in paragraph 5, shall be implemented by the Developer and inspected and approved by the City.

16. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for maintenance of all public streets located within the Property, if any, until said public streets are accepted by the City. Warning signs shall be placed when hazards develop in streets located within the Property, if any, to prevent the public from traveling on same and to direct attention to detours.

If and when streets located within the Property, if any, become impassable, such streets shall be barricaded and closed. In the event that any building or residential unit is occupied prior to completing streets located within the Property, if any, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that such streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the Property reasonably clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets located within the Property, if any, open during the winter months by plowing snow from such streets prior to final acceptance of such streets. The City shall not be responsible for repairing the streets located within the Property, if any, because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets located within the Property, if any, by the City. The Developer shall contract for street cleaning within and immediately adjacent to the Property. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and bill the Developer.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the Public Improvements described in Section 6 which lie within public easements and upon the City's acceptance of those Public Improvements, those Public Improvements shall become City property. Prior to acceptance of the Public Improvements by the City, the Developer must certify that all construction has been completed in accordance with the terms of this Contract. All necessary forms will be furnished by the City. Upon receipt of the above referenced certificates and verification by the City Engineer that a Public Improvement is complete, the City Engineer will accept the completed Public Improvements. Prior to the acceptance of the Public Improvements by the City the Developer shall supply the City with the Record Drawings for the accepted Public Improvements.

18. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

- A. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City beyond applicable notice and cure periods, shall be grounds for denial of building permits and certificates of occupancy, including lots sold to third parties and the halting of all work in connection with the development of the Plat.
- B. If building permits are issued prior to the acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, Developer, and their respective contractors, subcontractors, materialmen, employees, agents, or third parties. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

19. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by the Developer or the City in conjunction with the development of the Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all reasonable costs and expenses incurred by the City at their standard rates in monitoring and inspecting development of the Property.
- B. The Developer agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents from and against all losses, damages (excluding

consequential, punitive, special and similar type damages, except to the extent claimed by third parties), costs and expenses sustained or incurred by the City to the extent caused by the negligence or willful misconduct of Developer, its employees, contractors or agents in connection with the construction of the improvements contemplated by the Development Plan. The City agrees to tender defense to the Developer of any claim made against the City which is subject to the Developer's indemnity in sufficient time to avoid prejudice to the Developer for handling by counsel of the Developer's selection and reasonably acceptable to the City.

- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.
- D. The Developer shall pay in full all bills properly submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.
- E. In addition to the charges referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

20. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

- A. Compliance with the conditions set forth in City of Edina Resolution 2018-63.
- B. Compliance with the conditions set forth in the May 1, 2018 memorandum from the Director of Engineering.

- C. Compliance with the conditions set forth in the May 2, 2018 memorandum from the sustainability division.
 - D. Compliance with the Planned Unit Development zoning.
 - E. Regarding affordable housing, the following must be satisfied prior issuance of a building permit:
 - 1. Within the two (2) residential buildings, at least ten (10%) percent of all rentable area shall be priced at fifty (50%) percent AMI or twenty (20%) percent of all rentable area priced at sixty (60%) percent AMI; or
 - 2. Submittal of \$5.85 million dollars in cash, real estate, or letter of credit or combination thereof, in lieu of affordable units as ‘buy-in’ for the 585 proposed units; or
 - 3. An equivalent combination of 1. or 2. above to satisfy the City’s affordable housing policy, subject to staff approval.
- A restrictive covenant must be filed on the Property that requires the affordability for 15-years from the date of occupancy. The covenant could be eliminated upon the delivery of equivalent affordable housing units located at 4820 West 77th Street within 3-years of the execution of the Development Contract.
- F. The Developer shall grant the City an easement, satisfactory to the City, on the Property for public parking and construct at least 100 public parking stalls on the easement. The location of the required parking is set forth on Exhibit “C.”
 - G. Provide mitigation measures to address the state law requirement requirements for noise in regard to the Seagate operation to the south prior to issuance of a building

permit. Mitigation may include sound proofing the new apartment buildings or retrofitting the Seagate exhaust systems to comply with the MPCA noise standards.

21. MISCELLANEOUS.

- A. The Developer's obligations hereunder shall continue in full force and effect until the City's issuance of a Certificate of Completion and Release even if the Developer sells, assigns, transfers or conveys one or more lots, the entire plat, or any part of. The Developer shall notify the City when it sells, assigns, conveys or transfers any of its rights, title or interest in the Property.
- B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- C. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the Public Improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them with respect to the Property. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for

property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy on a primary and noncontributory basis, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat.

- D. Third parties shall have no recourse against the City under this Contract.
- E. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- G. This Contract shall run with the land and shall be recorded against the title to the Property. Upon request of the Developer, the City shall provide a recordable Certificate of Completion after the completion of the work required herein and expiration of the two (2) year warranty period. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the Property; and that to the best of Developer's knowledge there are no unrecorded interests in the Property and the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

- H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- I. The City agrees that it will, from time to time upon request by the Developer, execute and deliver to the Developer, and to any parties designated by the Developer, within ten (10) days following demand therefor, an estoppel certificate in a form reasonably acceptable to the parties, certifying (i) that this Contract is unmodified and in full force and effect (or if there had been modifications, that the same is in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by the Developer.
- J. Whenever a period of time is herein prescribed, for action to be taken by the Developer or the City, then the Developer or the City, as the case may be, shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, fire or other casualty, shortages of labor or materials, war, governmental loss, regulations or restrictions of any or any other causes of any kind whatsoever which are beyond the reasonable control of the parties, including without limitation, inclement climatic conditions and delays in the issuance of permits and approvals.

- K. The City and the Developer each agree to do, execute, acknowledge and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Contract and to fully consummate and effect the transactions contemplated hereby.

22. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than ten (10) calendar days in advance, and the Developer has failed to commence to cure such work in default within said ten (10) calendar day period. In the event of default by the Developer (beyond said notice and cure period), this Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land and when the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

23. WARRANTY. The Developer warrants the Public Improvements against defects in workmanship and materials. The Developer shall submit either a warranty or maintenance bond for one hundred percent (100%) of the cost of the Public Improvements, or a letter of credit for twenty-five percent (25%) of the amount of the original cost of the Public Improvements.

- A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the public sewer and water mains.
- B. The required warranty period for all work relating to street construction, including concrete curb and gutter, and retaining walls shall be subject to one (1) year from the date of final written acceptance, unless the wearing course is placed during the

same construction season as the bituminous base course. In those instances, the subdivider shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of one (1) year from the date of final written City acceptance of the work.

- C. The required warranty period for sod, trees, and landscaping is two growing seasons following installation.

24. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract by the Developer, payment of the costs of all Public Improvements to be constructed and paid for by Developer, payment of the cost of City engineering administration and construction observation the Developer shall furnish the City with a letter of credit, in the form attached hereto and made a part hereof as Exhibit “D”, from a bank, cash escrow or a combination cash escrow and Letter of Credit (“**security**”) for \$ \$167,177.00. This amount does not include the required security for affordable housing. The City may draw down the security, without notice, for any violation of the terms of this Contract (and any such violation extends beyond any applicable notice and cure period) or if the security is allowed to lapse prior to the end of the required term. If the required Public Improvements are not completed at least thirty (30) days prior to the expiration of the security and the expiration of the security is not extended by the Developer, then the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. If the draw on the Security exceeds the cost to cure the default, the balance shall be given to the Developer. Upon receipt of proof reasonably satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced from time to time but not more than once every ninety (90) days by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer’s engineer shall be retained as security until: (1) all

Public Improvements have been completed, (2) iron monuments for lot corners of the Property have been installed, (3) all financial obligations to the City satisfied, (4) the required “record” plans have been received by the City, (5) a warranty security is provided, and (6) the Public Improvements are accepted by the City.

25. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 2140 County Road 42 West, Burnsville, Minnesota 55337. Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by certified mail in care of the City Manager at the following address: Edina City Hall, 4801 West 50th Street, Edina, Minnesota 55424- 1330. Attorneys for the Developer and the City are authorized to give notices for and on behalf of their respective clients.

*[The remainder of this page has been intentionally left blank.
Signature pages follow.]*

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND: _____
Scott Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **James Hovland** and **Scott Neal**, respectively the Mayor and City Manager of the **City of Edina**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

PENTAGON NORTH, LLC

BY: Scott Tankenoff, Its Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **Scott Tankenoff**, the Manager of **Pentagon North, LLC**, a Minnesota limited liability company, on behalf of said company.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: 651-452-5000
RNK

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT**
(Sienna on the Park)

TCF NATIONAL BANK, a national banking association, which holds a Mortgage and an Assignment of Leases and Rents on the subject property, the development of which is governed by the foregoing Development Contract, which mortgage is dated February 24, 2015 and recorded February 25, 2015 with the Hennepin County Registrar of Titles as document number T05236312, and which Assignment of Leases and Rents is dated February 24, 2015 and recorded February 25, 2015 with the Hennepin County Registrar of Titles as document number T05236313, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage and/or assignment.

Dated this _____ day of _____, 2018.

TCF NATIONAL BANK

By: _____
[print name]
Its _____ [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, the _____ of **TCF National Bank**, a national banking association, on behalf of the entity.

Notary Public

DRAFTED BY:
Campbell, Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
[RNK]

EXHIBIT “A”

Legal Description

Tracts A and B, Registered Land Survey No. 1218, Hennepin County, Minnesota.

(torrens)

EXHIBIT “B”

City of Edina Record Drawings

1. All plan sheets must be provided in Record Drawing format. Refer to attached exhibit #1-3 for examples. All data shall be placed on a “**Record Drawing**” layer in base files.
 - (A) – General Contractor, General Contractors mailing address, a list of Sub Contractors, the year constructed/completed, name of inspector onsite. (All sheets)
 - (B) – Record Drawing Note: *“This drawing is our record knowledge of the project as constructed. Information is furnished without warranty as to accuracy. Users should field verify locations and elevations prior to use.”* (All sheets)
 - (C) – Complete revision block (All sheets)
 - (D) – Strike out existing information and add field verified data such as rim and invert elevations.
 - (E, F, G, & H) – Stationing of clean outs, wyes, services, etc. as detailed in line items below:
2. Record Drawing data collection must be completed in Hennepin County coordinate system.
3. Shoot all X,Y,Z, coordinates on all sanitary/storm structures, inverts, sump drain services, clean out locations, gate valve boxes, curb stops, hydrants, lighting units and hand holes, etc., that are found within the project limits once the wear course has been placed.
4. All X,Y,Z, coordinates must be within 0.05 foot tolerance for horizontal and vertical measurements.
5. All distances, elevations and ties are based on field measurements or verified shots taken after construction.
6. Survey shots must be taken at the following locations:
 - Center of all castings and inlets.
 - Center of each gate valve box
 - Center of curb stops
 - Top nut on hydrant
 - Center of isolation gate valve box at hydrant
 - Center of cleanouts on sump drain and sanitary sewer
 - Center of sump drain service stub
 - Center of hand hole
 - Adjacent to lighting unit
 - Center of Lift Station
7. Below is an approved list of the following point code naming conventions used by the City. These point code naming conventions must be used for all record information gathered upon completion of the project.

- **ASAN** sanitary manhole
- **ASCO** sanitary clean out
- **ALIFT** sanitary lift station
- **AAIRMH** air release manhole
- **ACB** catch basin manhole
- **ADMH** storm sewer manhole
- **AIN** storm sewer inlet FES
- **AOUT** storm sewer outlet FES
- **AGV** gate all valve box locations – including isolation GV's at Hydrants
- **AHYD** hydrant locations
- **APIV** Post Indicator Valve
- **AWMH** gate valve manholes
- **AWSO** curb stop shut off boxes
- **ACO** sump drain cleanout locations
- **ASR** sump drain service locations
- **ALP** city-owned light poles
- **AHH** hand holes

8. All gate valve boxes found within the project limits shall be tied off with a minimum of 2 ties. These ties will be recorded on gate valve tie sheets (provided by the City of Edina). Ties are to be recorded to the nearest **0.5'** and are to be taken in the following order:
 - Tie to top nut on hydrants
 - Center of sanitary sewer or storm sewer manhole castings
 - Center @ back of curb on catch basin inlets.
 - Back of curb
 - NOTE: Do not tie gate valves to other gate valves, light poles, or house corners. Ties are not to exceed 200'. Isolation gate valves in front of hydrants are exempt of this requirement.
9. A bench loop is required to provide benchmark elevations for all fire hydrants in the project limits. The level of precision shall be a minimum of Second Order, Class 1. GPS or Robot elevations for this task are not acceptable. Work must be done using a level and traverse the jobsite recording TNH's accordingly. These notes are to be given to the Edina Survey Department for their record use.
10. Wye service locations for **SANITARY SEWER** are stationed off of the downstream **SANITARY** manhole. Stations are to be recorded to the nearest foot. All X,Y,Z, coordinates are required for all new sanitary sewer mainline service connections. *(no ties required – stationing only) (example: **S0+00**)*
11. Wye service locations for **SUMP DRAIN** services and **SUMP DRAIN CLEANOUT** locations are stationed off the downstream **SANITARY** manhole. Stations shall be recorded to the nearest foot. *(no ties required – stationing only) (example: **SERV=0+00 or CO=0+00**)*

12. Water service **CORPORATIONS** and **CURB BOX STOP** locations are stationed off the downstream **SANITARY** manhole. Stations shall be recorded to the nearest foot. Corporation stations only need to be recorded if large deviations in alignment exceeding 5 feet, or are not perpendicular to the water main. *(no ties required – stationing only) (example: **W0+00** or **CORP0+00**)*
13. All X,Y,Z, coordinates for buried utility items such as **BENDS, REDUCERS, SLEEVES, TEES, CROSSES** and **PLUGS** are required and stationed off the downstream **SANITARY** manhole. Stations shall be recorded to the nearest foot. *(no ties required – stationing only) (example: **BEND0+00, REDUCER0+00, SLEEVE0+00, TEE0+00, CROSS0+00, PLUG0+00**)*
14. Update record plan sheets to reflect updated elevations, inverts, structure builds and locations. Strike out proposed plan information and add the new information to reflect field changes in bold text.
15. Submit one 11 x 17 set of preliminary record plans and CAD drawing to the City of Edina for review and comments.
16. Upon approval of the preliminary record plans and CAD drawing, the City requires the following information on CD/DVD:
 - 1 hard copy set of 11 x 17 record plans.
 - 1 complete record set of 11 x 17 record plan sheets in PDF format.
 - Individual record plan sheets using the following naming convention example for a contract. (year/contract number/page number – see below)

Example: For Highlands Reconstruction Project (ENG 08-8) would look like this:

20080801 = PAGE 1 OF PLANSET
20080802 = PAGE 2 OF PLANSET
20080803 = PAGE 3 OF PLANSET

- Electronic AutoCAD drawing containing field gathered record data.
- Spreadsheet file of field gathered data and coordinates in Microsoft Excel format.

Please note the following information: At this time, the City of Edina does not require consultants to redraw line work in the base files as long as record X, Y, Z coordinates have been shot to reflect exact field locations of structures onsite **AND** consultants have used the appropriate naming conventions of field gathered points. The City of Edina does require new line work if major deviations from the original construction plans are added or found.

Sanitary Sewer Manholes

Request Facility ID maps from City Staff. Use maps to gather new record data.

Update and redline existing “**Sanitary Sewer Manhole Inspection Reports**” with applicable information. (see attached)

Shoot all X, Y, Z coordinates for each newly constructed or adjusted manholes and castings on site. All coordinates must be within 0.05 foot tolerance for horizontal and vertical measurements.

All shots must be taken in the center of the casting lid at finished grade.

Comments required for any information not addressed in the report.

Storm Sewer: Catch Basins, Manholes, Inlets, & Outlets

Request Facility ID maps from City Staff. Use maps to gather new record data.

Update and redline existing “**Storm Sewer Manhole Inspection Reports**” with applicable information. (see attached)

Shoot all X, Y, Z coordinates for each newly constructed, or adjusted, catch basin, or manhole and casting on site. All coordinates must be within 0.05 foot tolerance for horizontal and vertical measurements.

All shots must be taken in the center of the casting on the structure at finished grade. In the case of inlets and outlets - a shot will be taken at the end of the apron structure. In the absence of an apron, an invert will be taken at the end of pipe.

Comments required for any information not addressed in the report.

Watermain: Gate Valves & Hydrants

Request Facility ID maps from City Staff. Use maps to gather new record data.

Shoot all X, Y, Z coordinates for each new hydrant and gate valve on site. All coordinates must be within 0.5 foot tolerance for horizontal and vertical measurements.

All shots must be taken on the top nut of the new fire hydrant, or in the center of the gate valve box cover.

All gate valves, including isolation gate valves at hydrants will require X,Y,Z coordinates. Gate valve manholes will also require an inspection and a shot on the center of the casting lit at finished grade.

Roadway Lighting

Shoot all X, Y, Z coordinates for each new lighting standard and hand hole on site.

All coordinates must be within 0.5 foot tolerance for horizontal and vertical measurements.

All shots must be taken adjacent to the new lighting unit or at the center of a hand hole cover at finished grade.

Signs

Shoot all X, Y, Z coordinates for each new and existing sign on site.

All coordinates must be within 0.5 foot tolerance for horizontal and vertical measurements. All shots must be taken adjacent to the sign.

Record Drawings Archive Process

Archival process for City of Edina Record Drawings:

Create all Record Drawings in CAD using City of Edina Standards. Plot to Cute PDF. Create a new Record Drawing folder in the Contract Folder for the project.

Name the PDF sheets in the plan set. Use the following naming convention when placing them in the Contract Folder for the project:

(Year/contract #/sheet # = (description of sheet not needed))

Example: For Highlands Reconstruction Project (ENG 08-8) would look like this

20080800 = SIGNED TITLE SHEET

20080801 = TITLE

20080802 = SEQ

20080803 = PLAN

By using this format, when the PDF's are created and transferred to the Archive folder and placed in the appropriate archive year, they will populate according to the year, contract number and page number accordingly. This will keep them all in an easy to understand, continuous order.

In the Archive folder, locate the appropriate year Record Archive folder. Copy and paste your Record Drawings from your Contract Folder into this Record Archive folder. They will populate according to the naming convention with the year, contract number and page number accordingly.

In the appropriate Archive Folder, find the utility appropriate excel spreadsheet. Begin adding information and filling out information in the appropriate columns to the bottom of the existing list. Only add and hyperlink the sheets that are specific to the appropriate utility folder.

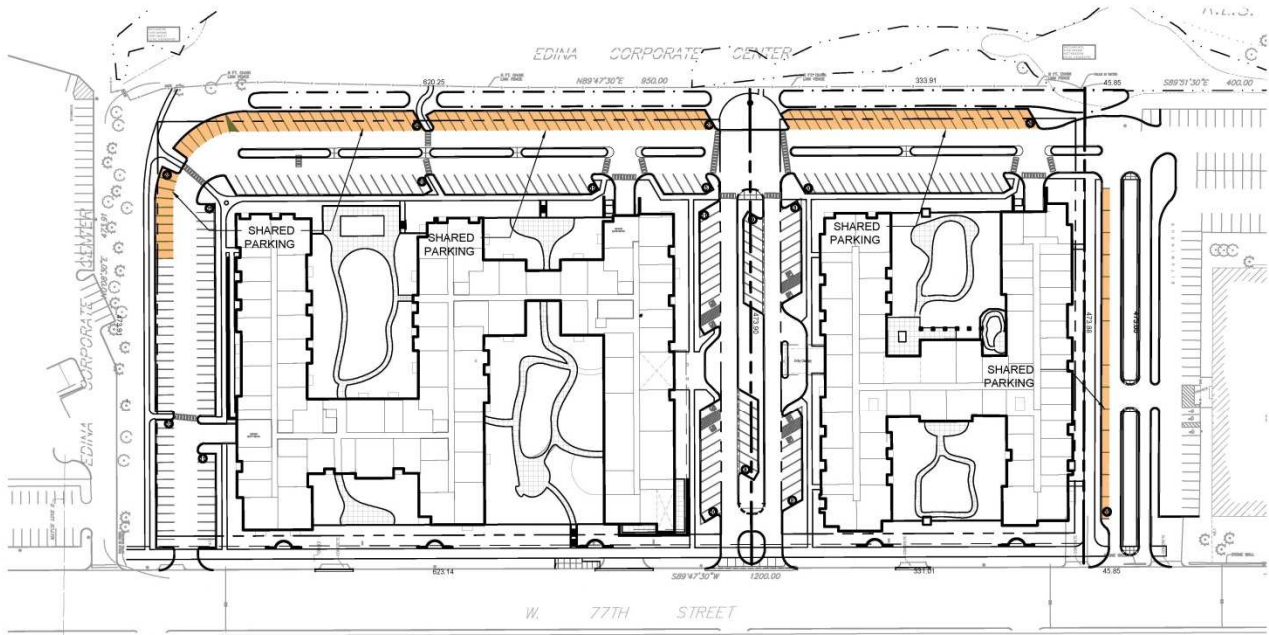
I created a Contract # drop down on top of the excel spreadsheet so you can search the spread sheet and sort the sheets by contract number if need be.

By transferring all Record Drawing plan sheets to the Archive Folder, it will be easier to reconstruct a complete set of Record Drawings from this location in the future.

G:\Engineering\OUTSIDE\Eng_Procedures\RecordDrawing\FINAL\20130415
Archival process.doc

EXHIBIT "C"

Location of Public Parking



SHARED PARKING NOTES:

TOTAL SHARED PARKING FOR THE SITE = 100 STANDARD SPACES



1" = 80'-0"
40'-0" 0 80'-0"

CivilSite
GROUP

4600 & 4640 W 77TH ST, EDINA, MN 55435

4601 W. 35TH ST., #200
ST. LOUIS, MO, 63116
913.250.2503 / 781.213.3941
www.CivilSiteGroup.com

Project Number: 17233
Issue Date: 08/14/2018

Revision Number:
Revision Date:

SHARED PARKING

SP1.0

EXHIBIT "D"

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Edina

Dear Sir or Madam:

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

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2 _____, of _____ (Name of Bank)";
- b) Be signed by the Mayor or City Manager of the City of Edina.
- c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on December 31, 2018.
- d) Beneficiary's signed and dated statement, signed by an authorized representative, as follows:
"_____ has failed to fulfil its obligations under the Development Contract for Lincoln Drive Residences".

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Edina City Manager that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Manager, Edina City Hall, 4801 West 50th Street. Edina Minnesota 55424 and is actually received by the City Manager at least thirty (30) days prior to the renewal date.

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

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

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

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

BY: _____
Its