

FRAMEWORK AGREEMENT

This is an agreement (“Agreement”) made and entered into by and between City of Plymouth (“the City”) and Hollydale Land, LLC, Lakeview Development Company, LLC, and Hollydale GC Development, Inc. (“Plaintiffs”). Collectively, the City and Plaintiffs are referred to as “the Parties.”

1. For purposes of this Agreement, “Plaintiffs’ 2020 Proposed Project” refers to a potential redevelopment of the former Hollydale Golf Course by Plaintiffs as described by City staff in the October 21, 2020 “Planning Commission Report Information (2020-056),”¹ for which certain land-use approvals by the City were needed, and includes the proposed conditions in the draft resolution of preliminary plat approval and variance approval that accompanied that report.

2. As consideration for Plaintiffs’ promises in this Agreement, the City agrees to construe City Code § 510.01, subd. 7, City Code § 21010.01, subd. 16, and Appendix 3(c) to Chapter 3 of its 2040 Comprehensive Plan, as permitting Plaintiffs to file new applications for a comprehensive guide plan amendment, zoning amendment, preliminary plat approval, and a subdivision code variance, before six months have passed since the City Council’s November 24, 2020 denials of Plaintiffs’ applications for Plaintiffs’ 2020 Proposed Project.

3. If no later than April 23, 2021, Plaintiffs submit new and complete application materials with revisions to Plaintiffs’ 2020 Proposed Project as needed to reflect Attachment A to this Agreement, the City will process those applications in time for the comprehensive guide plan amendment application, rezoning application, preliminary plat application, and subdivision code variance to be considered by the City Planning Commission in a public hearing after May 24, 2021. Such applications will be included on the agenda of a City Council meeting in time to allow the Council to act on the applications before the end of June 2021.

4. If Plaintiffs submit new and complete application materials for Plaintiffs’ 2020 Proposed Project as revised to reflect Attachment A to this Agreement, and the City Council approves those new applications upon the completion of the procedures required by state law and the City Code for such approval, and by the required majorities or supermajorities, then within 30 days of preliminary plat approval by the City for the project:

(1) The parties to *Hollydale Land, LLC , Lakeview Development Company, LLC, and Hollydale GC Development, Inc. v. City of Plymouth*, No. 27-CV-20-15946 (Hennepin County District Court) (“the Matter”), through their counsel, will execute a stipulation for dismissal in the form attached hereto as Attachment B; and

(2) Plaintiffs will execute a release in the form attached hereto as Attachment C.

¹ This document is part of the [Plymouth City Council packet for its November 10, 2020 meeting](#) at pages 113–43 of the PDF.

5. Within 30 days of the execution of this Agreement, the Parties, through their counsel, will execute a stipulation to a stay of further litigation in the Matter and accompanying proposed order in the form attached hereto as Attachment D, and urge the Court to enter the proposed order pursuant to the stipulation.

6. Attachment E reflects the City's current estimate of the calculation of fees in lieu of park dedication that the City will require Plaintiffs to pay if Plaintiffs' 2020 Proposed Project as revised to reflect Attachment A to this Agreement is approved. It does not include other fees associated with the project, and is subject to change based on updated plat documents once those are received. Plaintiffs agree not to provide written notice of a dispute over a proposed fee in lieu of dedication within the meaning of Minn. Stat. § 462.358, subd. 2c(b). This term in this paragraph shall expire if, in voting on Plaintiffs' new applications, the City denies one or more of those applications.

7. The Parties agree that time is of the essence for Plaintiffs in the City's execution of its duties set out in this Agreement. Should Plaintiffs in their sole discretion determine that the City is unreasonably delaying the execution of its duties, Plaintiffs shall be entitled to apply to the presiding judge in the Matter for appropriate relief. Before any judicial determination under this paragraph, the City shall be provided with notice of Plaintiffs' application to the presiding judge in the Matter. Before any decision on it, the City shall be entitled to an opportunity to be heard by the presiding judge in the Matter, including the submission of a written response to Plaintiffs' application for relief.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. This Agreement may not be modified except by an instrument in writing and duly executed by the Parties.

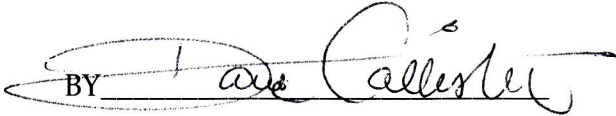
10. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Plaintiffs may assign this Agreement only with the express written consent of the City. In the event of any assignment, however, Plaintiffs shall remain fully responsible to assure that its duties and responsibilities as expressed in this Agreement are fully performed.

11. The City shall have no obligation to pay any part of Plaintiffs' expenses in carrying out their obligations under this Agreement.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have hereunder set their hands and entered into this Agreement as of the Effective Date set forth above.

DATED: 4-15, 2021

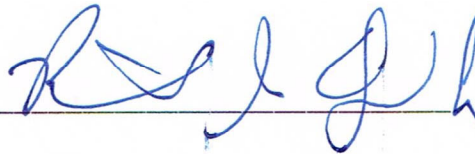
CITY OF PLYMOUTH

BY 

ITS CITY MANAGER

DATED: 4/15, 2021


HOLLYDALE LAND, LLC

BY 

ITS President

DATED: April 15, 2021

LAKEVIEW DEVELOPMENT COMPANY, LLC,

BY 

ITS Chief Manager

DATED: April 15, 2021

HOLLYDALE GC DEVELOPMENT, INC.,

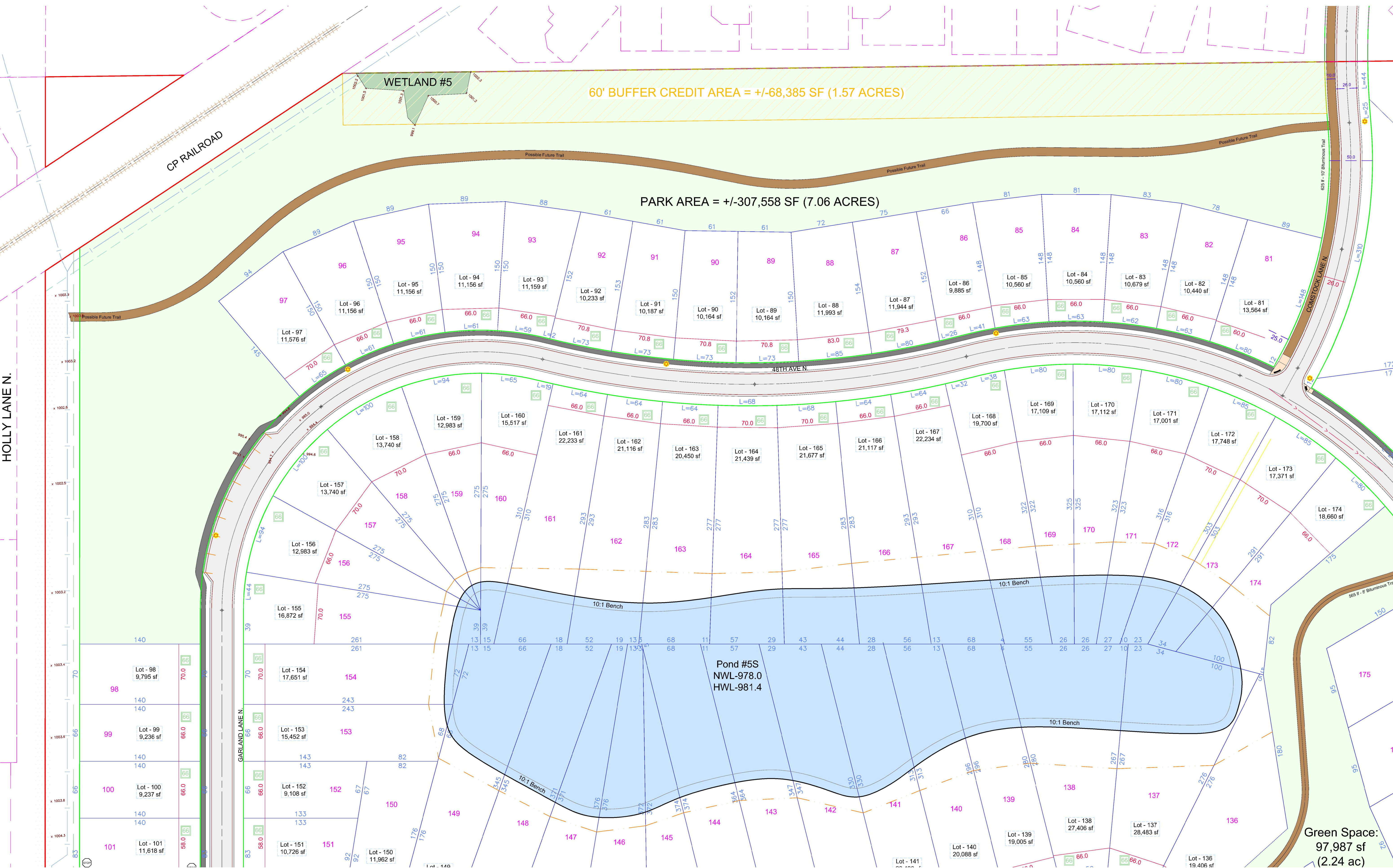
BY 

ITS President

ATTACHMENT A TO FRAMEWORK AGREEMENT

1. To more effectively address the needs for open space and park space that would arise if the City were to reguide and rezone the parcels in the manner needed for the parcels identified in Plaintiffs' 2020 Proposed Project ("the Site") to be redeveloped as a residential subdivision in the general manner Plaintiffs have proposed, to relocate certain proposed lots from a location where there was little or no natural buffering to areas where the natural buffering is more effective, and as an incentive for the City to take legislative actions to reguide and rezone the Site:
 - a. In the Plaintiffs' 2021 applications to the City, the northwestern area of the Site (that is, east of Holly Lane North, southeast of the Canadian Pacific Rail route, south of the northernmost limits of the proposed redevelopment area, west of the proposed extended route of Comstock Lane North, and north of the proposed east-west route of 48th Avenue North, to the northern boundary of proposed lot 98 (generally where 48th Ave. North becomes a north-south route directly parallel to the current route of Holly Lane North)), will be reconfigured in the manner reflected in Exhibit 1 to this Attachment, including but not limited to the following:
 - i. In the western end of the area described above as the "northwestern area of the Site", there will be a larger block of proposed parkland, to be owned by the City, including areas where, in the Plaintiffs' 2020 Proposed Project, there were subdivided residential lots north of proposed lot 98 on Exhibit 1.
 - ii. This redesign would involve removing from the proposed residential subdivision the five contiguous lots north of proposed lot 98 and on the west side of the proposed east-west route of 48th Avenue North, which would then be included as part of the area Plaintiffs or any successor(s) would dedicate to the City for park purposes.
 - iii. So that the version of the project as proposed by the Plaintiffs in its 2021 applications does not drop more closely to the minimum residential density for LA-1 guiding as defined in the City's 2040 Comprehensive Plan as approved by the Metropolitan Council, an area north of the proposed east-west route of 48th Avenue North located to the south of the proposed trail, which had been designed in the Plaintiffs' 2020 Proposed Project as part of a new city park, will be proposed to be platted as five residential lots with northern property lines the same distance from the northern boundary of the redevelopment side as was proposed in the Plaintiffs' 2020 Proposed Project, and the area immediately north of that boundary line included within Plaintiffs' proposed park dedication or the proposed park dedication of any successor(s).
 - iv. The route for the proposed trail in this general area as depicted in Plaintiffs' 2020 Proposed Project would remain the same (and would continue to run on land that the Plaintiffs or any successors(s) would dedicate to the City for park purposes).

- v. Plaintiffs shall dedicate approximately 7.02 acres of Park Area to the City as shown on Exhibit 1 to Attachment A. The Parties agree that Plaintiffs shall be credited for the Park Area pursuant to the calculation set forth in Attachment E.
 - vi. Plaintiffs agree (on their own behalf and on behalf of any successor(s)) to an increase of \$178,131.37 in the payments in lieu of park dedication that would be required under the City's existing ordinance, policies and procedures as a result of the changes in park dedication from Plaintiffs' 2020 Proposed Project (as depicted in Attachment E to the Framework Agreement).
- 2. Based on the conclusion of SRF's updated traffic study (dated 10/9/2010) in connection with Plaintiffs' 2020 Proposed Project that the development is estimated to account for 75.9% of traffic on Comstock Lane North in the 2025 Build Scenario, and the need for the City to incur construction costs to upgrade the intersection of Comstock Lane North and Schmidt Lake Road (including but not limited to additional queuing space) to mitigate the effects of projected traffic arising from the addition of 229 additional units on the site (a total number of new residential units which Plaintiffs are expected to propose again in 2021) (the "Intersection Improvements"), Plaintiffs agree (on their own behalf and on behalf of any successor(s)) to pay for 75.9% of the actual cost of the Intersection Improvements, up to a cap of \$450,000.
 - a. The parties agree that the extension of Comstock Lane North to the redevelopment area would be managed and constructed by the City, and that it would not occur during Phase 1 of the development (which will be on the southern portion of the site).
 - b. The security to be required from the Plaintiffs (and any successor(s)) for their share of the Intersection Improvements will be due when the Plaintiffs or any successor(s) need to connect to the intersection, or when the City is actually building the Intersection Improvements, whichever occurs first.
- 3. Plaintiffs (or any successor(s)) will work with the owners of townhomes abutting Comstock Lane North in "The Courts of Nanterre" development to devise a suitable landscaping design, in order to minimize the impacts of the extension and improvements of Comstock Lane North.



Green Space:
97,987 sf
(2.24 ac)

ATTACHMENT B

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Hollydale Land, LLC, Lakeview
Development Company, LLC,
and Hollydale GC Development,
Inc.,

File No. 27-CV-20-15946
(Hon. Edward T. Wahl)

CASE TYPE: Civil Other/Miscellaneous

Plaintiffs,

**STIPULATION FOR DISMISSAL WITH
PREJUDICE**

v.

City of Plymouth,

Defendant.

The parties, by and through their undersigned counsel, hereby stipulate and agree
to the dismissal with prejudice of Plaintiffs' claims.

Dated: _____, 2021

/s/ _____
Gary A. Van Cleve (156310)
Bryan J. Huntington (395762)
Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, Minnesota 55437-1060
(952) 835-3800
gvanclave@larkinhoffman.com
bhuntington@larkinhoffman.com

Attorneys for Plaintiffs Hollydale Land, LLC, Lakeview
Development Company, LLC, and Hollydale GC
Development, Inc.

Dated: _____, 2021

John M. Baker (174403)
Katherine M. Swenson (389280)
Greene Espel PLLP
222 S. Ninth Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-0830
jbaker@greenespel.com
kswenson@greenespel.com

Attorneys for Defendant City of Plymouth

ORDER

Based upon the above Stipulation of the parties,

IT IS HEREBY ORDERED that the above-entitled matter is dismissed with prejudice.

BY THE COURT:

Dated: _____

The Honorable Edward T. Wahl
Judge of District Court

ATTACHMENT C

RELEASE

Hollydale Land, LLC, Lakeview Development Company, LLC, and Hollydale GC Development, Inc. (“Plaintiffs”), hereby agree and covenant as follows:

The parties to an action entitled *Hollydale Land, LLC, Lakeview Development Company, LLC, and Hollydale GC Development, Inc., v. City of Plymouth* No. 27-CV-20-15946 (Hennepin County District Court) (“the Matter”), wish to avoid the time, expense, inconvenience, and uncertainties of litigation. Accordingly, without any of the parties admitting any liability or admitting the validity of any claim, counterclaim, cause of action, or defense asserted, the parties wish to resolve and settle all disputes, claims, counterclaims, cause of actions, and defenses arising from the events that were the subject matter of the Matter.

THEREFORE, in consideration of the foregoing, except only for the representations or obligations of the parties under the Framework Agreement and any official controls within the meaning of Minn. Stat. § 462.352 approved by the City of Plymouth (“the City”), Plaintiffs and any and all of their beneficiaries, employees, agents, representatives, successors, assignees, transferees, joint ventures, attorneys, and insurers, hereby release and discharge the City and its past and present officials elected officials, commission members, employees, agents, representatives, successors, attorneys, insurers, and risk pools (including the League of Minnesota Cities Insurance Trust) from all manner of claims, demands, actions, causes of actions, suits, debts, dues, sums of money, accounts, bills, covenants, contracts, rights, obligations, controversies, agreements, promises, and demands whatsoever, whether in law or equity, they ever had, or now have, or hereafter may have, whether known or unknown, involving the matters at issue in the Matter.

DATED: _____, 2021

HOLLYDALE LAND, LLC

BY _____

ITS _____

DATED: _____, 2021

LAKEVIEW DEVELOPMENT COMPANY, LLC,

BY _____

ITS _____

DATED: _____, 2021

HOLLYDALE GC DEVELOPMENT, INC.,

BY _____

ITS _____

ATTACHMENT D

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Hollydale Land, LLC, Lakeview
Development Company, LLC,
and Hollydale GC Development,
Inc.,

File No. 27-CV-20-15946
(Hon. Edward T. Wahl)

CASE TYPE: Civil Other/Miscellaneous

Plaintiffs,

**STIPULATION FOR STAY OF
PROCEEDINGS**

v.

City of Plymouth,

Defendant.

The parties, by and through their undersigned counsel, hereby stipulate and agree to the entry of the attached proposed order, by which this matter will become inactive, all deadlines in the court's scheduling order will be suspended, and discovery will be stayed, pending further order of the court.

Dated: _____, 2021

/s/ _____
Gary A. Van Cleve (156310)
Bryan J. Huntington (395762)
Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, Minnesota 55437-1060
(952) 835-3800
gvancleve@larkinhoffman.com
bhuntington@larkinhoffman.com

Attorneys for Plaintiffs Hollydale Land, LLC, Lakeview
Development Company, LLC, and Hollydale GC
Development, Inc.

Dated: _____, 2021

John M. Baker (174403)
Katherine M. Swenson (389280)
Greene Espel PLLP
222 S. Ninth Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-0830
jbaker@greenespel.com
kswenson@greenespel.com

Attorneys for Defendant City of Plymouth

ORDER

Based upon the above Stipulation of the parties,

IT IS HEREBY ORDERED that, to allow the parties to focus on a potential nonlitigation resolution of the subject matter of this suit, pending further order of the court this matter will be inactive, all deadlines in the court's Scheduling Order dated February 3, 2021 (as amended) will be suspended, and discovery will be stayed.

BY THE COURT:

Dated: _____

The Honorable Edward T. Wahl
Judge of District Court

City of Plymouth
Park Dedication Land/ Cash-In-Lieu Calculation
 Rates Effective October 13, 2020 (assumes annual update is approved)

ATTACHMENT E Project Name: Hollydale 2021

Project Data:	
<i>Number of dwelling units, by type</i>	
Single Family	229
Duplex or Townhome	0
Multi-Family (Apartments)	0
Total	229
<i>Land proposed to be dedicated, in acres:</i>	5.490
<i>Undeveloped land value, per acre:</i>	\$157,000.00

Proportionate Share of Land Required:		
<i>Residents expected to reside</i>	<i>Per Unit:</i>	<i>Project:</i>
Single Family	3.1	709.9
Duplex or Townhome	2	0
Multi-Family (Apartments)	1.9	0
Total		709.9
<i>Acres of park demand:</i>	<i>Per Resident:</i>	<i>Project:</i>
	0.0210	14.9126

Cash (Only) in Lieu of Land:		
<i>Cash dedication is the lesser of</i>	<i>Per Unit:</i>	<i>Project:</i>
Undeveloped Land Value or	\$10,223.92	\$2,341,276.55
Per Unit Maximum Cash Payment	\$8,000.00	\$1,832,000.00
Cash dedication equals:	\$8,000.00	\$1,832,000.00

Combination Land and Cash Dedication:		
Pro-rata Share Land	36.81%	
Pro-rata Share Cash	63.19%	
Cash dedication in addition to land:	<i>Per Unit:</i>	<i>Project:</i>
	\$5,054.84	\$1,157,557.78

Land in Excess of Required:	
Cash to be paid to the subdivider for excess land dedicated equals	
Land proposed to be dedicated, in acres:	5.4900
Less acres of park demand:	14.9126
Equals acres of land in excess of demand:	-9.4226
Undeveloped land value, per acre:	\$157,000.00
Amount to be paid to the subdivider:	\$0.00