

(reserved for recording information)

SITE IMPROVEMENT PERFORMANCE AGREEMENT

PROJECT NAME
(FILE NO. _____)

AGREEMENT dated _____, 2018, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City”), and _____ (“Developer”), for _____.

- 1. REQUEST FOR APPROVAL.** The Developer has asked the City to approve a site plan (amendment). The site plan (amendment) is for property situated in the County of Hennepin, State of Minnesota, addressed at: _____, and legally described as follows:
- 2. CONDITIONS OF APPROVAL.** The City approved the site plan (under City Council Resolution _____ on _____, 20__) {OR under administrative site plan dated xxx xx, 20xx} with a condition that the Developer enter into this agreement, furnish the security and escrow required by it, and comply with applicable ordinances, statutes, and regulations.
- 3. PLANS.** The subject property shall be developed in accordance with the following plans. The plans shall not be attached to this agreement, but are on file in the office of the Community Development Department at Plymouth City Hall. If the plans vary from the written terms of this agreement, the written terms shall control. The plans were received by the City on _____, 20__.

Plan A: Site Plan.

Plan B: Grading, Drainage and Erosion Control & Utility Plan.

Plan C: Landscape Plan.

Plan D: Lighting Plan.

Plan E: Details and Specifications Plan.

4. IMPROVEMENTS. The Developer shall install and pay for the following required site improvements:

- A. Sanitary sewer and any associated public street restoration
- B. Watermains and hydrants and any associated public street restoration
- C. Surface water facilities and any associated public street restoration
 - 1. Pipe
 - 2. Ponds
 - 3. Rain gardens (money held for 2 years from completion of construction)
 - 4. Other
- D. Grading (except public trail grading), erosion control and retaining walls
- E. Private trails and sidewalks
- F. Public trails
 - 1. Grading
 - 2. Paving
- G. Driveway, curb cut, parking lot
- H. Lighting
- I. Signs
 - 1. Traffic control
 - 2. Fire lane
- J. Landscaping (money held over winter season to verify survivability)
 - 1. Sod and seed
 - 2. Trees
 - 3. Other plantings
- K. Tree preservation
- L. Wetland mitigation (money held until completion of required monitoring reports)
- M. Wetland buffers (money held for 2 years from completion of construction)
- N. Record Plans (required for utilities and grading – must be submitted prior to release of this agreement)
- O. Other

Note: Prior to release of this agreement, the following certifications shall be submitted (sample templates enclosed):

- 1) Civil Improvements Certification (submitted by a licensed civil engineer)
- 2) Lighting Improvements Certification (submitted by a lighting professional)

Any public improvements shall be installed in accordance with the City's engineering guidelines/standard detail specifications. For these improvements, the Developer shall submit plans and specifications that have been prepared by a competent registered professional engineer to the City for approval by the City Engineer (or designated representative).

5. SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement and construction of all required site improvements, the Developer shall furnish the City

with a financial guarantee (“security”) in the form of: 1) a letter of credit from a bank (pursuant to the form attached hereto); 2) a cash deposit; or 3) a declaration of covenants, or a combination thereof, in the amount of \$_____. Any bank providing a letter of credit shall be subject to the approval of the City Manager (or their designated representative). The City may draw down the security, without notice, for any violation of the terms of this agreement or if the security would be allowed to lapse prior to the end of the required term. If the required improvements are not completed at least 60 days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed, with City approval the security may be reduced from time to time by up to eighty percent (80%) of the financial obligations that have been satisfied. At least twenty percent (20%) shall be retained as security until all required site improvements have been completed and record plans submitted and approved.

6. CONSTRUCTION OF IMPROVEMENTS.

- A. All labor and work shall be done and performed in the best and most workmanlike manner and in conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the Zoning Administrator or City Engineer or their designated representative. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this agreement. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer or their designated representative as provided in the specifications.
- B. The Developer shall provide all staking, surveying, construction administration, and resident inspection for the above described improvements in order to ensure that the completed improvements conform to the approved plans and specifications. The City will provide for general inspection and shall be notified of all tests to be performed. The estimated costs of the above described improvements, including City charges for legal, planning, and engineering services, including inspection, supervision, and administration costs, shall be included in the total cost of all improvements for purposes of computing the amount of the site improvements financial guarantee to be furnished to the City by the Developer.
- C. If the Zoning Administrator or City Engineer (or their designated representative) rejects any material or labor supplied by the Developer as defective or unsuitable, then such rejected material shall be removed and replaced with approved material and such rejected labor shall be done anew to the specifications and approval of the Zoning Administrator or City Engineer (or their designated representative) and at the sole cost and expense of the Developer.

- D. Upon completion of all the work required, the Zoning Administrator or City Engineer (or their designated representative), a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work.
 - E. Upon completion of the work, the Developer shall provide the City with record plans in conformance with the City of Plymouth engineering guidelines (current edition) for City records. These plans shall include the locations and ties to all sanitary sewer and water main services as well as gate valve boxes and manholes. Record plans shall be provided to the City for all ponding areas and project grading.
 - F. Upon completion of the work, the Developer's project engineer shall submit, via PDF drawing files, a review set of as-built record plans to the City Engineering Division for City review and comments. Upon City review, the review set will be sent back noting any changes if needed. AFTER final comments from the City have been completed, supply the City with one complete set on a CD, DVD, Drop Box or Email of the "Record Plans" in AutoCAD (.DWG) file format, (.PDF's & .TIF's) by individual, full size sheets, plot configuration files (.CTB), and the Point-Northing-Easting-Zenith-Descriptor (PNEZD) comma delineated ASCII data file for all elements in the project using Hennepin Co. Coordinates.
7. **EROSION CONTROL.** Prior to initiating site grading, the erosion control plan (Plan B) shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the Minnesota Pollution Control Agency's best management practices. In addition to the site grading and erosion control security held under Item No. 5 of this agreement, the Developer shall furnish the City with a **\$2,000** cash deposit to secure erosion control. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and back filling operations shall be reseeded within 48 hours after the completion of the work or in an area that is inactive for more than 5 days unless authorized and approved by the City Engineer (or designated representative) in writing. Except as otherwise provided in the erosion control plan, seed shall be in accordance with the City's current seeding standards. All seeded areas shall be fertilized, mulched, and disc-anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurs for such work within 10 days, the City may draw down the security to pay any costs.
8. **STREET CLEANING.** Except where the City has issued a separate grading permit for the subject property, the Developer shall contract for street cleaning within and immediately adjacent to the development. 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.

9. **TIME OF PERFORMANCE.** The Developer shall install all required site improvements by _____, 20____.
10. **CONSTRUCTION PARKING/STAGING.** *(NOTE – This item is situational and may be deleted from the agreement if not applicable. Additionally, the following clauses may be further customized:* Construction parking and staging shall occur on the site. **AND / OR** No construction parking or staging shall occur on adjacent local streets. **OR** Construction parking or staging on adjacent local streets shall be limited to...)
11. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the subject property to perform all work and inspections deemed appropriate by the City in conjunction with site development.
12. **RESPONSIBILITY FOR COSTS.**
 - A. The Developer shall pay all costs incurred by it or the City in conjunction with the development of the site, including but not limited to legal, planning, permitting, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this agreement, review of construction plans and documents.
 - B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
 - C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
 - D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this agreement within 30 days after receipt. Bills not paid within 30 days shall accrue interest at the rate of 8% per year.
 - E. The Developer shall deposit funds into an escrow account with the City of Plymouth. Such escrow funds shall be used by the City to cover the costs of administering this agreement. Administrative costs include but are not limited to monitoring of construction observation, consultation with Developer and its engineer, planner or architect on status or problems regarding the project, plan review, coordination for testing, periodic and final inspections and acceptance, project monitoring and inspections during warranty period and processing of

requests for reduction in security, for all improvements covered by the site improvement performance agreement. The original escrow deposit shall be \$_____ (calculated at 2% of total estimated costs shown in Item No. 5 of this Site Performance Agreement to a maximum amount of \$3,000). If necessary, the Developer shall be responsible to provide additional funds to maintain a positive cash amount in the escrow. Remaining funds in the escrow will be released to the Developer upon final acceptance of all site improvements, City Council requirements, submittal and approval of record plans, and expiration of all warranties on public improvements.

13. MISCELLANEOUS.

- A. Third parties shall have no recourse against the City under this agreement.
- B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this agreement.
- C. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by the Zoning Administrator or City Engineer (or their designated representative). The City's failure to promptly take legal action to enforce this agreement shall not be a waiver or release.
- D. This agreement shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the subject property and/or has obtained consents to this agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- E. Certain retaining walls will require a building permit. 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 building official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- F. 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 the 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.

- G. Breach of the terms of this agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and certificates of occupancy, and the halting of all work on the property.
- H. The Developer represents to the City that the development complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision regulations, zoning ordinances, and environmental regulations. If the City determines that the development does not comply, the City may, at its option, refuse to allow construction or development work in the development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

14. 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 48 hours in advance. This agreement 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. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

15. 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:

Notices to the City shall be in writing and shall be either hand delivered to the Plymouth Community Development Director, or mailed to the City by certified mail in care of the Plymouth Community Development Director at the following address:

Plymouth City Hall
Attn: Community Development Director
3400 Plymouth Boulevard
Plymouth, MN 55447

16. ESTIMATED COSTS.

a.	Sanitary Sewer	\$ _____
b.	Watermains and Hydrants	\$ _____
c.	Surface Water Facilities	
	1. Pipes	\$ _____
	2. Ponds	\$ _____
	3. Rain Gardens (money held for 2 years from completion of construction)	\$ _____
	4. Other	\$ _____
d.	Grading (except public trail grading) and retaining walls	\$ _____
e.	Erosion Control	\$ _____
f.	Private trails and sidewalks	\$ _____
g.	Public trails	
	1. Grading	\$ _____
	2. Paving	\$ _____
h.	Driveway, curb cut, parking lot	\$ _____
i.	Lighting	\$ _____
j.	Signs	
	1. Traffic control	\$ _____
	2. Fire Lane	\$ _____
k.	Landscaping (money held over winter seasons to verify survivability)	
	1. Sod and seed	\$ _____
	2. Trees	\$ _____
	3. Other plantings and materials	\$ _____
l.	Tree preservation	\$ _____
m.	Wetland Mitigation (money held until completion of required monitoring reports).	\$ _____
n.	Wetland Buffers (money held for 2 years from completion of construction)	\$ _____
o.	Record Plans (required for utilities, ponding and wetland mitigation areas)	\$ _____
p.	Other	\$ _____

TOTAL ESTIMATED COST \$ _____

17. SUMMARY OF FINANCIAL SURETY.

Security for Improvements (Paragraphs 5 and 16):	\$ _____
Refundable Erosion Control Cash Deposit (Paragraph 7):	\$2,000
Cash Escrow for Administration of Agreement (Paragraph 12 E)	\$ _____
TOTAL:	\$ _____

CITY OF PLYMOUTH:

BY: _____
Jeffry Wosje, Mayor

AND _____
Dave Callister, City Manager

(SEAL)

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jeffry Wosje and by Dave Callister, the Mayor and City Manager of the City of Plymouth, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:

By: _____
Its

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
1380 Corporate Center Curve, Suite #317
Eagan, MN 55121
(651) 452-5000

**FEE OWNER CONSENT
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this ____ day of _____, 20__.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
1380 Corporate Center Curve, Suite #317
Eagan, MN 55121
(651) 452-5000

**MORTGAGE CONSENT
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing agreement, agrees that the agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 20_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
1380 Corporate Center Curve, Suite #317
Eagan, MN 55121
(651) 452-5000

**CONTRACT PURCHASER CONSENT
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

_____, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing agreement, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this ____ day of _____, 20 ____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
1380 Corporate Center Curve, Suite #317
Eagan, MN 55121
(651) 452-5000

EXHIBIT "A"
TO
SITE IMPROVEMENT PERFORMANCE AGREEMENT

Legal Description of Property

(BANK LETTERHEAD)

IRREVOCABLE LETTER OF CREDIT

Letter of Credit No.: _____

Date: _____

TO: City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

RE: (*Insert project name/address)

Dear Sir or Madam:

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

Any drafts drawn under this Letter of Credit must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____ of (insert Bank name), dated _____, 20__";
- b) Name the City of Plymouth as beneficiary; and
- c) Be presented for payment at (*insert Bank name & address), on or before 4:00 p.m. on November 30, 20__.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least sixty (60) days prior to the next annual renewal date, the Bank delivers written notice to the Plymouth Community Development Department 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 sixty (60) days prior to the next annual renewal date addressed as follows: Plymouth Community Development Department, Plymouth City Hall, 3400 Plymouth Boulevard, Plymouth, MN 55447, and is actually received by the Community Development Department at least sixty (60) 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 _____

DECLARATION OF RESTRICTIONS AND COVENANTS FOR REPLACEMENT WETLAND

THIS Declaration of Restrictions and Covenants for Replacement Wetland ("Declaration") is made this ____ day of _____, by the undersigned, hereinafter referred to collectively as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the current and future fee owner of property containing a replacement wetland as defined in Minn. Rules part 8420.0110, subp. 40 and Declarant is also any other party defined as a landowner under Minn. Rules part 8420.0110, subp. 29 who is seeking approval of (1) a replacement plan pursuant to Minn. Stat. § 103G.222 and Minn. Rules part 8420.0530 or (b) a bank plan pursuant to Minn. Rules part 8420.0740; and

WHEREAS, the replacement wetland is located on the following described property, to-wit:
[Insert legal description of smallest parcel of land possible containing the replacement wetland]; and

WHEREAS, the replacement wetland is subject to the Wetland Conservation Act of 1991, Minn. Stat. § 103G.222 *et seq.*, and all other provisions of law that apply to wetlands, except that the exemptions in Minn. Stat. § 103G.2241 do not apply to the replacement wetland, pursuant to Minn. Stat. § 103G.222(h) and Minnesota Rules part 8420.0115.; and

WHEREAS, the local government unit ("LGU") charged with approval of the replacement plan is the City of Plymouth, which address is 3400 Plymouth Boulevard, Plymouth, MN 55447; and

NOW, THEREFORE, Declarant makes the following declaration as to restrictions and covenants for the replacement wetland. The restrictions and covenants described below shall run with the land and shall be binding on the landowner of the replacement wetland.

1. Declarant is responsible for maintaining the size and type of the replacement wetland, as specified in the replacement plan or bank plan approved by the LGU and on file at the office of the LGU. Declarant shall not make any use of the replacement wetland which would affect the functions and values of the wetland as determined by Minn. Rules part 8420.0540, subp. 10 and as specified in the replacement plan or bank plan.

2. Declarant is responsible for the costs of maintenance, repairs, reconstruction, and replacement of the replacement wetland which the LGU or the Minnesota Board of Water and Soil Resources may deem necessary to comply with the specifications for the replacement wetland in the approved replacement plan or bank plan.

3. Declarant shall grant to the LGU and to agents of the State of Minnesota reasonable access to the replacement wetland for inspection, monitoring, and enforcement purposes. This declaration in no way grants the general public access to or entry upon the lands described herein.

4. Declarant shall be responsible for having a title search performed to determine any other parties who may have an interest in the land on which the replacement wetland will be located. Declarant acknowledges that he has obtained the consent of all such parties (e.g., mortgagees, contract for deed vendors or vendees, holders of easements, licenses, liens, etc.) and that the necessary consents are attached hereto.

5. Declarant shall record this declaration and provide proof thereof to the LGU before proceeding with construction of the replacement wetland. Declarant shall be responsible for the costs of document recording.

6. If the replacement or bank plan approved by the LGU and on file at the office of the LGU requires the establishment of areas of permanent vegetative cover, then the term "replacement wetland" as used in this declaration shall also include the required areas of permanent vegetative cover even if such areas are not wetlands. All provisions of this declaration that apply to the replacement wetland shall apply equally to the required areas of permanent vegetative cover. In addition to complying with all other provisions of this declaration, Declarant:

- (a) Shall comply with the applicable requirements of Minn. R. 8420.0530, subp. 2(D);
- (b) Shall, at Declarant's own cost, establish and maintain permanent vegetative cover on areas specified in the replacement plan or bank plan for permanent vegetative cover, including any necessary planting and replanting thereof, and other conservation practices, in accordance with the replacement plan or bank plan;
- (c) Shall not produce agricultural crops on the areas specified in the replacement plan or bank plan for permanent vegetative cover;
- (d) Shall not graze livestock on the areas specified in the replacement plan or bank plan for permanent vegetative cover;
- (e) Shall not place any materials, substances, or other objects, nor erect or construct any type of structure, temporary or permanent, on the areas specified in the replacement plan or bank plan for permanent vegetative cover, except as provided in the replacement or bank plan; and,
- (f) Shall, at Declarant's own cost, be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the areas specified in the replacement plan or bank plan for permanent vegetative cover.
- (g) Shall comply with any other requirements or restrictions specified in the replacement plan or bank plan, including, but not limited to, haying, mowing or timber management.

Further, this declaration may be modified only upon the joint written approval of the LGU and the Minnesota Board of Water and Soil Resources. Such modification may include the release of land contained in the above legal description if it is determined that non-wetland areas have been encumbered by this declaration, except if the approved replacement plan or bank plan designates such non-wetland areas as areas for establishment of permanent vegetative cover.

Finally, this declaration may be enforced by the LGU or the State of Minnesota, by and through its agents.

IN WITNESS WHEREOF, the Declarant has set his hands.

DECLARANT (fee owner)(s)

ACKNOWLEDGMENT OF DECLARANT (fee owner)(s)

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Notary Public

Notary Stamp or Seal

DECLARANT (if other than fee owner)

ACKNOWLEDGMENT OF DECLARANT (if other than fee owner)

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Notary Public

Notary Stamp or Seal

THIS INSTRUMENT DRAFTED BY:
Board of Water and Soil Resources
One West Water Street, Suite 200
St. Paul, Minnesota 55107

AFFIDAVIT OF LANDOWNER(S)

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

_____, the Affiant herein, being first duly sworn, deposes and says:

- 1. Affiant is the owner of land described as follows, to-wit:

 (see attached legal description in declaration)
- 2. Affiant is well-acquainted with the above-described land.
- 3. As of _____, 20____, no persons were in possession of or claiming title to said land other than Affiant.
- 4. There have been no improvements made during the one hundred twenty (120) days prior to the above date for which any mechanics' liens might have arisen.
- 5. All taxes and assessments levied against the property have been paid when due, and such property is free and clear of any tax lien except for current taxes not yet due or not yet delinquent.
- 6. No lien for unpaid income taxes has been filed or is outstanding against the property.
- 7. The land described above is free of all mortgages, easements, liens and other encumbrances except as specified on the attached Form A-2 (Consent to Replacement Wetland).
- 8. No judgment or decree has been entered against Affiant that remains unsatisfied.
- 9. Affiant has not filed a bankruptcy petition nor had one filed against him under Title 11 of the United States Code.

Further your Affiant sayeth not.

Subscribed and sworn to before me
this ____ day of _____, 2_____.

Notary Public

AG:962 v1

CONSENT TO REPLACEMENT WETLAND

WHEREAS, _____ is the fee owner(s) of the following lands:

[Insert same legal description from Replacement Wetland Declaration]

AND WHEREAS, the undersigned, _____, has an interest in the land pursuant to:

- _____ Mortgage
- _____ Utility easement for utility line or pipeline which runs through the replacement wetland
- _____ Drainage easement for ditch, tile line or other drainage system which runs through the replacement wetland
- _____ Contract for deed
- _____ Lien
- _____ Other (specify) _____

which document is dated _____, and was recorded on _____ in the Office of the County Recorder for Hennepin County, in Book _____, Page _____, as Document No. _____; and

WHEREAS, the fee owner or landowner as defined in Minn. Rules part 8420.0110, subp. 29 intends to restore or create a replacement wetland under Minn. Stat. sec. 103G.222 and Minn. Rules part 8420.0530 or Minn. Rules part 8420.0740, upon the land described above.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby consents to the creation or restoration of the replacement wetland. The undersigned acknowledges that its interest in the land on which the replacement wetland is located shall be subject to all federal, state and local laws and regulations regarding wetlands, including the Declaration of Restrictions and Covenants for Replacement Wetland that is attached hereto.

IN TESTIMONY WHEREOF, _____, the
_____ of the undersigned, has executed this document this _____ day
of _____.

Title

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by
_____.

Notary Public

Notary Stamp or Seal

THIS INSTRUMENT WAS DRAFTED BY:
Board of Water and Soil Resources
One West Water Street, Suite 200
St. Paul, Minnesota 55107

(Engineering Company Letterhead)

(Insert date)

SUBJECT: *Insert development name and location* (file number)

Based on periodic observations of site construction work and our review of record drawings furnished to our office by the Contractor, to the best of our knowledge, the site improvements listed below for the above-referenced project have been installed and constructed in accordance with the approved plans listed below.

PLANNER TO COPY AND PASTE "IMPROVEMENTS" AND "APPROVED PLANS" INFORMATION FROM THE SIPA AGREEMENT BEFORE SENDING OUT THE CUSTOMIZED CERTIFICATION TEMPLATE

IMPROVEMENTS

Sanitary Sewer
Watermains and Hydrants
Surface Water Facilities
Grading, Erosion Control and Retaining Walls
Wetland Mitigation
Private Drives
Other

APPROVED PLANS (Received by the City on _____, 20__)

Plan 1 (C1-2): Site Demolition Plan
Plan 2 (C2-1): Site Plan
Plan 3 (C3-1): Grading Plan
Plan 4 (C3-2): Storm Water Pollution Prevention Plan
Plan 5 (C4-1): Utility Plan
Plan 6 (C8-1): Civil Details
Plan 7 (C8-2): Civil Details

Engineer/Surveyor's Signature / Title

(Lighting Company Letterhead)

(Insert date)

SUBJECT: *Insert development name and location* (file number)

I hereby certify to the City of Plymouth, Minnesota that the lighting improvements for the above referenced project have been installed and/or constructed in accordance with the approved plans that were received by the City on _____, 20__.

Lighting Professional's Signature / Title