

**COLOGNE CITY COUNCIL
RESOLUTION NO. 13-5**

**A RESOLUTION APPROVING A FINAL PLAT OF 10 RESIDENTIAL
SINGLE FAMILY LOTS AND 4 OUTLOTS ON 9.29 ACRES FOR
HANS HAGEN HOMES**

WHEREAS, the City of Cologne (the "City") is a Minnesota municipal corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Hans Hagen Homes, Inc., a Minnesota corporation (the "Developer"), is the fee owner of certain real property located in the City of Cologne, County of Carver, State of Minnesota, legally described as follows:

Outlot B, The Village at Cologne Eleventh Addition
Outlot A, The Village at Cologne Thirteenth Addition

(the "Subject Property"); and

WHEREAS, the Planning Commission has considered the proposed final plat and it made the following findings of fact:

1. The proposed final plat is consistent with the City's current comprehensive plan as amended to facilitate the development of the Subject Property.
2. Approval of the final plat is appropriate.

WHEREAS, the Planning Commission on February 7, 2005, approved the proposed preliminary plat of The Village at Cologne and rezoning; and

WHEREAS, the City Council, by Resolution No. 05-01, adopted on March 21, 2005, approved the proposed preliminary plat of The Village at Cologne and rezoning. Resolution No. 05-01 was amended at the request of the Developer on May 2, 2005, and amended by consent

of the City and Developer by Agreement dated May 7, 2007, and approved by the City Council on May 7, 2007.

NOW, THEREFORE, the final plat for The Village at Cologne Fourteenth Addition prepared by E.G. Rud & Sons, Inc., which is attached hereto as **Exhibit "A"** is approved subject to the following conditions:

1. The plat shall be labeled "The Village at Cologne Fourteenth Addition."
2. All terms and conditions of Resolution No. 05-01 (as amended May 7, 2007), including all exhibits thereto, are incorporated into this final plat Resolution by reference as though set out in full.
3. Single family residential is the permitted use on the ten single family lots (Lots 1-3, Block 1; Lots 1-7, Block 2).
4. All houses shall be constructed in conformance with the applicable setback requirements of the City.
5. The single family homes on the ten lots will have exterior elevations which are consistent with what was in the PUD approved plan and the standards of City Ordinance No. 105-K. The Developer shall, on or before January 15th of each year, provide to the City a written summary of the exterior elevation materials on each housing unit within each plat of The Village at Cologne.
6. The lowest floor elevations, lowest opening elevations and garage floor elevations for each house pad on each separate lot must be shown on the grading plan.

The freeboard standards related to the houses shall be as follows:

- A. Low opening of each house is a minimum of 2-feet above the 100-year, 24-hour storm flood elevation for each house adjacent to ponds, wetlands, lakes or streams with a separate emergency overflow.
- B. Low opening of each house is a minimum of 3-feet above the 100-year, 24-hour storm flood elevation for each house adjacent to ponds, wetlands, lakes or streams without a separate emergency overflow.

- C. Low floor elevations of each house is a minimum of 1-foot above the 100-year, 24-hour storm flood elevation for each house adjacent to ponds, wetlands, lakes or streams.

In addition, residences and garages shall not be constructed within 25-feet horizontally of the calculated 100-year, 24-hour storm encroachment line.

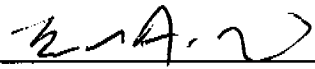
7. The Developer must submit details on corrected building pads including compaction tests, limits of the pads and elevations of the excavations. The general soils report for the development must also be submitted to the City prior to the issuance of building permits.
8. All improvements to be constructed for The Village at Cologne Fourteenth Addition shall be constructed in accordance with the plans approved by the City Engineer.
9. Utilities have been previously designed and constructed by the Developer.
10. The Developer may not commence construction of any improvements on the Subject Property until the City Engineer has approved both the detailed grading plan and the detailed construction plan and issued written confirmation to the City and the Developer of the approval of such plans and Developer has complied with paragraph 20 herein.
11. The Developer shall locate all existing agricultural tile lines on the Subject Property and provide for their continued discharge through the storm water system that will be constructed by Developer.
12. The Developer shall supply detailed storm sewer calculations for ten year storm events to the City Engineer to review and approve.
13. The Developer, if not already provided, shall supply detailed construction plans for sanitary sewer, water main, street access points and storm sewer improvements for the City Engineer to review and approve. All utility improvements shall be constructed in accordance with the City's specifications and detail standards.
14. The Developer shall be responsible for obtaining and complying with all necessary permits from the Metropolitan Council, Minnesota Department of Health, DNR, Carver Watershed District, PCA, MnDOT, Carver County Public Works Department and any other governmental agencies.

15. The Developer shall incorporate the standards and procedures of the Best Management Practices Handbook for site restoration and erosion control measures during the construction process.
16. The City shall be responsible for removal of snow on platted streets after the first lift of bituminous is installed but prior to acceptance of such streets by the City.
17. The Developer must reimburse City for all costs incurred by City and its consultants in relation to review of the proposed development plan of Developer and in relation to the installation of any improvements making up the development of the Subject Property.
18. The Developer shall comply with and/or satisfy all requirements set forth in the City Engineer's report dated January 31, 2013, and the City Planner's report of January 31, 2013.
19. The Developer shall satisfy parkland dedication requirements for the Subject Property as provided in Resolution No. 05-01 (as amended).
20. The Developer may not proceed with any construction until the Developer has entered into a Developer's Agreement, or an addendum to the existing Developer's Agreement for The Village at Cologne, prepared and approved by the City Attorney, and posted the financial security required by Cologne City Code.
21. The approval is conditional upon the City Engineer receiving and approving a grading plan for the Subject Property.
22. Contemporaneous with recording the plat for The Village at Cologne Fourteenth Addition, the Developer shall convey to the City, free and clear of liens and encumbrances except for platted drainage and utility easements, Outlot D of The Village at Cologne Fourteenth Addition ("Outlot D") so the City controls the drainage improvements thereon. The conveyance of Outlot D shall not entitle the Developer to any park dedication fee credit or credit for open space and is merely a convenience so the City does not need to address issues which may occur if Outlot D forfeited for non-payment of real estate taxes. Conveyance of Outlot D to the City does not modify any existing requirements that the Developer maintain any stormwater drainage improvements on Outlot D, and to the extent Developer, or its successors and assigns, are obligated to maintain any stormwater improvements, they are granted a right of entry to do so. The Developer, prior to recording the plat for The Village at Cologne Fourteenth Addition, shall provide to the City Attorney for review and approval a deed of conveyance for Outlot D and a current title commitment for Outlot D showing

Outlot D to be free and clear of liens and encumbrances except for platted drainage and utility easements. The terms of this Resolution shall survive the execution and delivery of the deed of conveyance for Outlot D to the City.

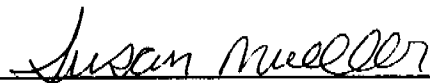
23. The City shall not sign or release the plat for The Village at Cologne Fourteenth Addition until the Developer has complied with its obligation to convey Outlot A of The Village at Cologne Eleventh Addition to the City free and clear of any liens or encumbrances and has further provided an acceptable deed of conveyance, title commitment and a partial release of any mortgage liens encumbering Outlot D of The Village at Cologne Fourteenth Addition.

Adopted and approved by the City Council of the City of Cologne on a 4 to 0 vote effective on the 4th day of February, 2013.

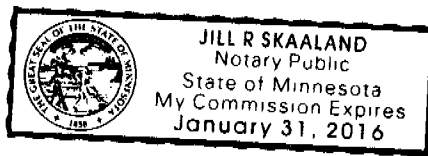


Matt Lein, Mayor

Attest:



Susan Mueller, Deputy City Clerk



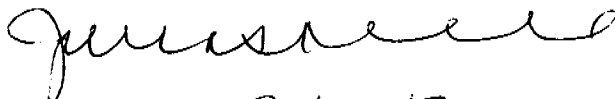

2-4-13

EXHIBIT A

Final Plat

THE VILLAGE AT COLOGNE
ADDENDUM TO DEVELOPER'S AGREEMENT

THE VILLAGE AT COLOGNE FOURTEENTH ADDITION

THIS ADDENDUM ("Addendum") is made this 4th day of February, 2013, by and between the City of Cologne, a Minnesota municipal corporation ("City"), and Hans Hagen Homes, Inc., a Minnesota corporation ("Developer").

RECITALS

A. City and Developer entered into a Developer's Agreement ("Developer's Agreement") dated May 2, 2005, in relation to a development in the City of Cologne, County of Carver, State of Minnesota, platted as The Village at Cologne.

B. Developer has sought final plat approval for The Village at Cologne Fourteenth Addition, a subdivision of ten single family residential lots and four outlots, which is a replat of Outlot B, The Village at Cologne Eleventh Addition and Outlot A, The Village at Cologne Thirteenth Addition.

C. Pursuant to the terms of the approving resolution for The Village at Cologne and the Developer's Agreement, the Developer has committed to and has undertaken the construction of the Improvements as defined in the Developer's Agreement, which Improvements also constitute the necessary urban improvements for the development.

D. Cologne City Council Resolution No. 13- 5, adopted on February 4, 2013, approved the final plat of The Village at Cologne Fourteenth Addition.

E. Because substantially all of the improvements which need to be constructed for the development were constructed or continue to be constructed as part of the development of The Village at Cologne and because The Village at Cologne Fourteenth Addition only includes ten buildable lots, the parties have elected to amend the Developer's Agreement for The Village at Cologne as follows:

1. Except as hereinafter amended, qualified or otherwise modified, all of the terms and conditions of the Developer's Agreement shall remain in full force and effect.

2. The financial security posted by the Developer for The Village at Cologne pursuant to the terms of the May 2, 2005, Developer's Agreement shall be extended to and include The Village at Cologne Fourteenth Addition and evidence of such extension shall be provided to the City Administrator.

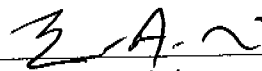
3. Within 30 days after the execution of this Addendum, Developer will file the final plat for The Village at Cologne Fourteenth Addition with the Carver County Recorder.

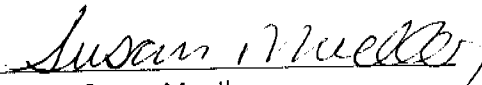
4. Developer may not proceed with any development or improvements of the development property other than the portion platted as lots and blocks in The Village at Cologne Fourteenth Addition. Any remaining outlots in The Village at Cologne or The Village at Cologne Fourteenth Addition may be developed only after a final plat is approved by the City and a developer's agreement has been entered into between the City and the Developer.

5. The recitals to this Addendum are incorporated and included in the body of this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date and year first above written.

CITY OF COLOGNE


By: Matt Lein
Its: Mayor



By: Susan Mueller
Its: Deputy City Clerk

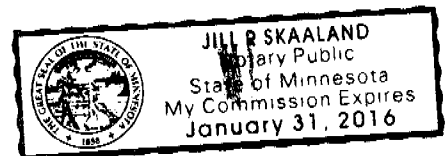
HANS HAGEN HOMES, INC.

By: John Rask
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 4 day of February, 2013, by Matt Lein and Susan Mueller, the Mayor and Deputy City Clerk respectively, of the City of Cologne, a Minnesota municipal corporation, on behalf of the corporation.


Notary Public



STATE OF MINNESOTA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of February, 2013, by John Rask, the Vice President of Hans Hagen Homes, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, Minnesota 55387-1023
Phone: 952-442-7700 (rlh)

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