

Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Permit #: \_\_\_\_\_



651-747-3900  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

## LAND USE APPLICATION

- Comprehensive Plan    Zoning District Amend    Zoning Text Amend    Variance\*(see below)    Zoning Appeal
- Conditional Use Permit (C.U.P.)    Flood Plain C.U.P.    Interim Use Permit (I.U.P.)    Excavating/Grading
- Lot Line Adjustment    Minor Subdivision    Residential Subdivision Sketch/Concept Plan
- PUD Concept Plan    PUD Preliminary Plan    PUD Final Plan    Wireless Communications

Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email Address: \_\_\_\_\_

Fee Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email Address: \_\_\_\_\_

Property Location (Address): \_\_\_\_\_  
(Complete (long) Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
PID#: \_\_\_\_\_

Detailed Reason for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of fee owner: \_\_\_\_\_ Date: \_\_\_\_\_



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## ***ACKNOWLEDGEMENT OF RESPONSIBILITY***

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined by the City, that the City incurs in reviewing this application and shall provide an escrow deposit to the City in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by City personnel to the property for purposes of review of my application.

Signature of applicant \_\_\_\_\_ Date \_\_\_\_\_

Name of applicant \_\_\_\_\_ Phone \_\_\_\_\_  
(Please Print)

Name and address of Contact (if other than applicant) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## ***AFFIRMATION OF SUFFICIENT INTEREST***

I hereby affirm that **I am the fee title owner** of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant \_\_\_\_\_  
(Please Print)

Street address/legal description of subject property \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If you are not the fee owner**, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

**If a corporation is fee title holder**, attach a copy of the resolution of the Board of Directors authorizing this action.

**If a joint venture or partnership is the fee owner**, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.



## PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN APPLICATION REQUIREMENTS<sup>1</sup>

This handout is intended to provide guidance on putting together and submitting a Planned Unit Development application for a unified development of property in Lake Elmo. Following a general concept plan, the applicant shall submit a preliminary plan application and preliminary plat, in accordance with the requirements described in §153.07.

**PUD Preliminary Plan Fees:** The City Council has established a **non-refundable fee**<sup>2</sup> for processing Planned Unit Development applications. In addition, the City requires that the applicant enter into an Escrow Agreement with the City and post an escrow to reimburse the City for all technical planning, engineering, public works and legal review. Please consult the fee schedule for current amounts.

**Submission Requirements:** The Planned Unit Development Preliminary Plan submissions shall include but are not limited to the items listed below:

### Sub: Req:

- Preliminary Plat and information by §153.07.

### *General Information*

- The landowner's name and address and his/her interest in the subject property.
- The applicant's name and address if different from the landowner.
- Address labels: A certified list of property owners located within three hundred fifty (350') feet of the subject property obtained from and certified by a licensed abstractor or through Washington County (see attached form).
- The names and addresses of all professional consultants who have contributed to the development of the PUD plan being submitted, including but not limited to attorney, land planner, engineer and surveyor.

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<sup>1</sup> The information provided in this document is intended to be a correct statement of the law as set forth in the Lake Elmo City Code and the laws of the State of Minnesota. However, the applicant should refer to the actual sources and consult with their own legal advisor regarding applicability to their application. In providing this information, the City makes no representations nor provides any legal advice or opinion.

<sup>2</sup> Applicant is also responsible for any additional fees incurred by the City (i.e. engineering, planning, postage, legal expenses, et cetera).



**Sub: Req:**

- Evidence that the applicant has sufficient control over the subject property to effectuate the proposed PUD, including a statement of all legal, beneficial, tenancy and contractual interests held in or affecting the subject property and including an up to date certified abstract of title or registered property report, and such other evidence as the City Attorney may require to show the status of title or control of the subject property.

***Present Status***

- The address and legal description of the property.
- The existing zoning classification and present use of the subject property and all lands within 350 feet of the subject property.
- A map depicting the existing development of the subject property and all land within 350 feet of the subject property and showing the location of existing streets, property lines, easements, water mains, and storm and sanitary sewers, with invert elevations on and within 100 feet of the subject property.
- A written statement generally describing the proposed PUD and the market which it is intended to serve and its demand showing its relationship to the City's Comprehensive Plan and how the proposed PUD is designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of the City.
- A statement of the proposed financing of the PUD.
- Site conditions. Graphic reproductions of the existing site conditions at a scale of 1 inch equals 100 feet. All the graphics should be at the same scale as the final plan to allow easy cross-reference. The use of overlays is recommended for ease of analysis.
  - i. Contours; minimum 2 foot intervals;
  - ii. Location, type and extent of tree cover;
  - iii. Slope analysis;
  - iv. Location and extent of water bodies, wetlands, streams, and flood plains within 300 feet of the subject property;
  - v. Significant rock outcroppings;
  - vi. Existing drainage patterns;
  - vii. Vistas and significant views;
  - viii. Soil conditions as they affect development.



**Sub: Req:**

- Schematic drawing of the proposed development concept, including but not limited to the general location of major circulation elements, public and common open space, residential and other land uses.
- Statement of the estimated total number of dwelling units proposed for the PUD and a tabulation of the proposed approximate allocations of land use expressed in acres and as a percent of the total project area, which shall include at least the following:
  - i. Area devoted to residential use by building type;
  - ii. Area devoted to common open space;
  - iii. Area devoted to public open space and public amenities;
  - iv. Approximate area devoted to, and number of, off-street parking and loading spaces and related access;
  - v. Approximate area, and floor area, devoted to commercial uses;
  - vi. Approximate area, and floor area, devoted to industrial or office use.
- When the proposed PUD includes increases in density of residential development above the base zoning district, a statement describing the site amenities to be included within the PUD, and demonstrating that the proposed site amenities sufficiently achieve the desired density bonus. Applicant is required to demonstrate that all site amenity standards have been met in order to be awarded increased density for residential development.
- When the PUD is to be constructed in stages during a period of time extending beyond a single construction season, a schedule for the development of such stages or units shall be submitted stating the approximate beginning and completion date for each such stage or unit and the proportion of the total PUD public or common open space and dwelling units to be provided or constructed during each such state and overall chronology of development to be followed from stage to stage.
- When the proposed PUD includes provisions for public or common open space or service facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or service facilities.
- Any restrictive covenants that are to be recorded with respect to property included in the proposed PUD.



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**Sub: Req:**

- Schematic utilities plans indicating placement of water, sanitary and storm sewers.
- The City may excuse an applicant from submitting any specific item of information or document required in this stage which it finds to be unnecessary to the consideration of the specific proposal.
- The City may require the submission of any additional information or documentation which it may find necessary or appropriate to full consideration of the proposed PUD.



**PUBLIC WORKS DEPARTMENT  
SURVEY & LAND MANAGEMENT  
DIVISION**

**Donald J. Theisen, P.E.**  
Director

**Michael J. Welling, P.L.S.**  
County Surveyor/Division Manager

Washington County Government Center • 14949 62nd Street North • P.O. Box 6 • Stillwater, MN 55082  
Phone 651-430-6875 • Fax 651-430-6888 • TTY 651-430-6246

Date of request \_\_\_\_\_ Parcel Search File No. \_\_\_\_\_

**REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES**

Requested by: Name \_\_\_\_\_  
Business \_\_\_\_\_  
Street address \_\_\_\_\_  
City/State/Zip code \_\_\_\_\_

Daytime Phone ( ) \_\_\_\_\_

List of owner names and addresses for parcels located within \_\_\_\_\_ feet of:

Parcel ID (if known) \_\_\_\_\_  
Owner's Name \_\_\_\_\_  
Street address of subject parcel \_\_\_\_\_  
City or Township \_\_\_\_\_

Date needed: \_\_\_\_\_ Mail report \_\_\_\_\_ Pick up report \_\_\_\_\_  
Mailing labels: Yes \_\_\_\_\_ No \_\_\_\_\_  
# of sets of labels: \_\_\_\_\_

**PARCEL SEARCH FEES**

**1st 25 parcels, including subject parcel (\$50.00)** \$ \_\_\_\_\_  
**1 sheet of 30 labels (\$1.00/set)** \_\_\_\_\_  
**Postage, if parcel search is mailed (\$2.00)** \_\_\_\_\_  
**Fee, if parcel search is faxed (\$2.00)** \_\_\_\_\_

Completion date \_\_\_\_\_  
Service Rep \_\_\_\_\_  
Total # of parcels \_\_\_\_\_  
Total # of labels \_\_\_\_\_

**# of additional parcels** \_\_\_\_\_ x .50 = \$ \_\_\_\_\_  
**# of add'l sheets of labels** \_\_\_\_\_ x 1.00 = \_\_\_\_\_

**Amount due:** \$ \_\_\_\_\_  
Visa/MC \_\_\_\_\_ Check/Cash \_\_\_\_\_ Invoice \_\_\_\_\_  
Payment date \_\_\_\_\_ Payment received by \_\_\_\_\_

THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.



**City of Lake Elmo**  
**Escrow Agreement for Municipal Review Services**  
**Deposit Agreement**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 201 , by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

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B. "Owner" whose name and address is:

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**RECITALS**

**WHEREAS**, the Applicant has applied to the City for approval for one or more of the following:  
(Circle One)

- 1. Concept / Sketch Plan
- 2. Preliminary Plat
- 3. Final Plat
- 4. Planned Unit Development
- 5. Open Space Development
- 6. Conditional Use Permit
- 7. Commercial Zoning / Use
- 8. EAW Review

**WHEREAS**, the Applicant acknowledges the receipt of benefit to the property, from the City's technical and compliance review of the application; and

**WHEREAS**, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City; and provide security to the City for the payment of all review costs incurred by the City.

**NOW THEREFORE**, the City and Applicant agree as follows:

1. **Requirement.** The Applicant is required to make the necessary deposits prior to the process of municipal planning, public works, legal & engineering review commences.
2. **Review Process.** Applicant acknowledges and agrees that the City shall commence to review and process the review request checked above at such a time that this Agreement is executed by all parties and the cash required for the specific review is deposited and posted by the City's Finance Department. The City may provide a review completion schedule to the Applicant at the time of deposit. The City reserves the right to modify the schedule based on the completeness of the application, the need for additional information for review, or revisions to the application that may occur during the scheduled review.
3. **Use of Deposited Funds.** The City may draw upon the deposits to pay the costs it incurs in connection with reviewing the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates charged by the City or its consultants, determined according to the City's adopted fee schedule. A copy of the current administrative and consulting rates is attached as Exhibit "A", which rates are subject to change by the City, without notice to the Applicant. Exhibit "A" should not be construed as an exhaustive list of consultants and Applicants shall be responsible for all other consulting fees related to the application. The City shall provide Applicant with the applicable rates for consultants used in the review prior to commencement. This Agreement does not pertain to ancillary charges incurred by reviewing of other governmental bodies, including but not limited to, Soil & Water Conservation Districts, Washington County Government, Water Shed, or any other unit of government that may, by right, have review authority.
4. **Conditions of Deposit.** The following stipulations and conditions shall apply to the deposit account for review services contemplated under this Agreement.
  - a. Payment shall be made to City consultants, included but not limited to legal and planning, in the amounts billed to the City, according to consulting rates in effect at the time of the execution of the agreement. Such consulting deemed necessary for the proper review of the application shall be at a usual and customary rate as it relates to the subject matter of the application for payment as determined by the City.
  - b. The City shall reimburse itself from deposit accounts for all costs and expense incurred by the City in connection with the implementation and enforcement of this Agreement. Reimbursement shall occur on a monthly basis and the City's Finance Department shall notify Applicant of the reimbursement via account reconciliation report.
  - c. The City shall not be responsible for paying any interest on the money deposited under the Agreement.
  - d. If in the discretion of both the City's Finance Department and the Community Development Department, there is deemed to be an inadequate balance in the deposit account to pay for all fees and costs incurred by the City, the City will notify the Applicant for the need for an additional deposit. The total of the additional deposit shall be calculated by City staff based on the amount of work yet to be completed in the review of the application. Applicant

agrees to make the additional deposit within (10) days of a receipt of such notice. For purposes hereof, receipt of notice shall be deemed made upon the depositing of the notice in the U.S. Mail, postage paid. In the event, the Applicant fails to make the additional deposit with (10) days of receipt of the notice, the City will terminate its review process and not re-commence until the appropriate deposit is made and posted by the City's Finance Department.

e. No applications will be processed or forwarded to the appropriate governing reviewing body by the City until all amounts due under this Agreement have been paid in full.

5. **Positive Balance in Escrow Accounts.** Upon the happening of any of the following events, the balance in the deposit account less outstanding fees shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant for payment: (1) completion of the development process; or (2) the application is withdrawn by the Applicant; (3) the applicant is denied by the City for any reason.
6. **Deposit Amounts.** The initial deposit amount contemplated for each the purposes described under the Agreement, which may be revised by the City from time to time, are set forth for Exhibit "B" attached hereto.
7. **Accounting.** If there has been activity in the account, the City will provide a monthly accounting of all expenses charged against the account or when requested by the Applicant. An accounting will also be provided when the City notices the need for an additional escrow deposit.
8. **Terms of Breach.** In the event of any terms of this Agreement are breached by the Applicant, including, but not limited to failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or order the Applicant to cease any further development or progress under the terms of this Agreement, or both. Applicant indemnifies and holds the City harmless from any liability, claim, action or suit by or any obligation to the Applicant arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement or action on the Application. The Applicant shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City any terms and conditions of this Agreement.
9. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement.
10. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.
11. **Amendments.** The terms of this Agreement shall not be amended without the written consent of the City and all parties hereto.

[ Signature Page Follows ]

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

APPLICANT

OWNER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF WASHINGTON    )

On this \_\_\_\_ day of \_\_\_\_\_, 201 , before me a Notary Public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF WASHINGTON    )

On this \_\_\_\_ day of \_\_\_\_\_, 201 , before me a Notary Public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

\_\_\_\_\_  
Notary Public





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I agree to allow access by City personnel to the property for purposes of review of my application.

Signature of applicant \_\_\_\_\_ Date \_\_\_\_\_

Name of applicant \_\_\_\_\_ Phone \_\_\_\_\_  
(Please Print)

Name and address of Contact (if other than applicant) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## ***AFFIRMATION OF SUFFICIENT INTEREST***

I hereby affirm that **I am the fee title owner** of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant \_\_\_\_\_  
(Please Print)

Street address/legal description of subject property \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**If a corporation is fee title holder**, attach a copy of the resolution of the Board of Directors authorizing this action.

**If a joint venture or partnership is the fee owner**, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.