

FINAL PLAT OF BIRCHWOOD COTTAGES  
A REQUEST FROM COTTAGE PROPERTIES OF MANKATO, LLC

## THE CITY OF NORTH MANKATO

SUBJECT: Final Plat of Birchwood Cottages  
APPLICANT: Cottage Properties of Mankato, LLC  
LOCATION: Part of Section 11-108-27  
EXISTING ZONING: R-3A, Medium Density Residential  
DATE OF HEARING: June 8, 2017  
DATE OF REPORT: June 1, 2017  
REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request for final platting consideration of Birchwood Cottages

### COMMENT

In May of 2017, the Planning Commission and City Council approved the Preliminary Plat of Birchwood Cottages as shown on Exhibit A. This is the former Tschohl property located at the intersection of Lee Boulevard and Lor Ray Drive addressed as 1610 Lor Ray Drive. As the property is scheduled to be developed upon, and that it has never been formally platted, the applicants are requesting that it be platted as Birchwood Cottages to accommodate future development of memory care housing. The final plat is shown on Exhibit B and the final development plan is shown on Exhibit C.

The property consists of 7.80 acres as follows:

Lot 1, Block 1 - 3.90 acres  
Outlot A (ravine) - 2.96 acres  
Right of Way - .94 acres

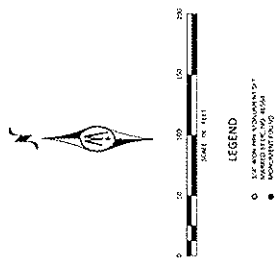
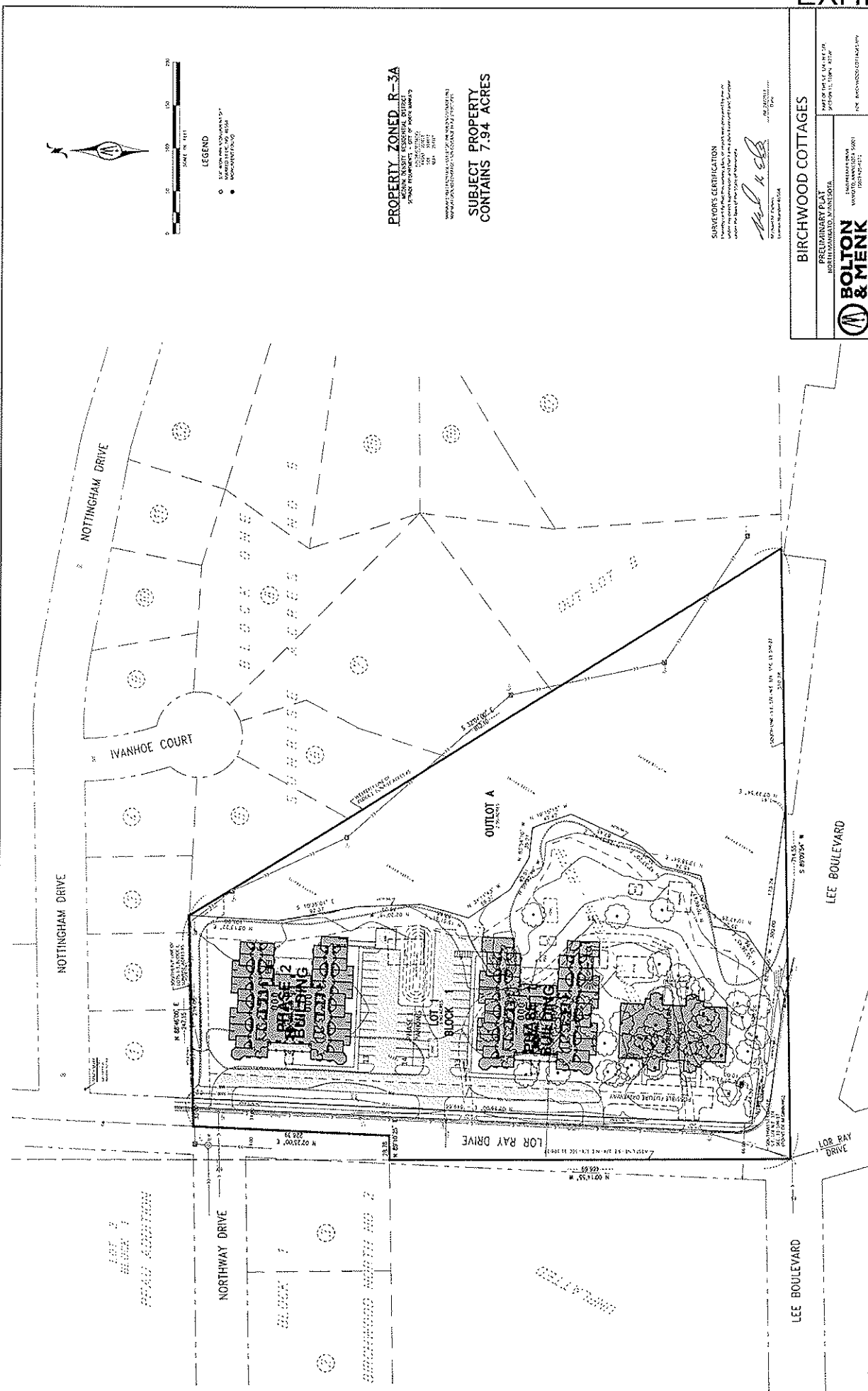
As required in the City Code, all ravine property shall be dedicated to the city for ravine maintenance purposes. Therefore, Outlot A would be dedicated and deeded to the City.

The approval of the final plat and development agreement are the final steps in the Planned Unit Development (PUD) process. Subject to approval of these two items, the property is ready to be developed. It is expected that construction of the first building will begin in July of 2017 and the second building in 2018. As part of the Conditional Use Permit (CUP) request, the proposed third building

would require an amendment to the PUD. Also as part of the CUP, it states that the applicant grant an easement along the north side of the property for a pedestrian trail which runs through the adjacent ravine. Attached as Exhibit D is such easement.

RECOMMENDATION

Staff recommends approval of the Final Plat of Birchwood Cottages



**LEGEND**  
 ○ EXISTING TREES 12" DBH  
 ○ EXISTING TREES 18" DBH  
 ● EXISTING TREES 24" DBH

**PROPERTY ZONED R-3A**  
 MINIMUM FRONT YARD SETBACK 25 FEET  
 MINIMUM SIDE YARD SETBACK 5 FEET  
 MINIMUM REAR YARD SETBACK 10 FEET  
 MINIMUM LOT AREA 10,000 SQ. FT.  
 MINIMUM LOT WIDTH 40 FEET

**SUBJECT PROPERTY CONTAINS 7.94 ACRES**

**SURVEYOR'S CERTIFICATION**  
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land hereon depicted.

*Neil K. Ellis*  
 Neil K. Ellis  
 Surveyor, Maryland

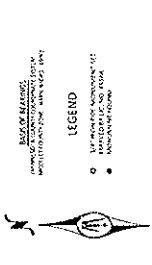
**BIRCHWOOD COTTAGES**

PRELIMINARY PLAN  
 NOT FOR CONSTRUCTION

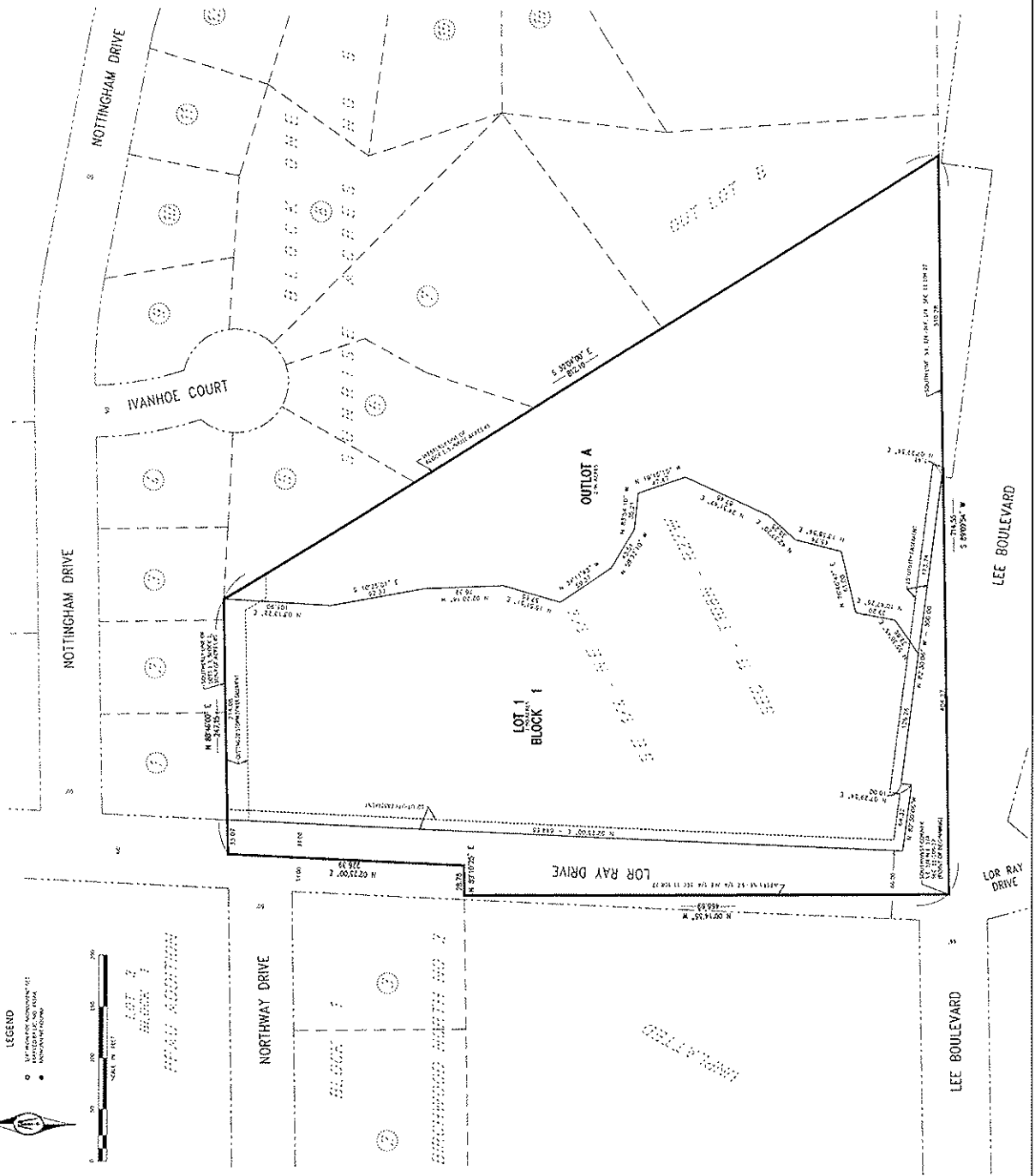
**BOLTON & MENK**  
 ENGINEERS AND ARCHITECTS  
 1000 WASHINGTON AVENUE  
 WASHINGTON, D.C. 20001

DATE: 08/20/2013  
 SHEET: 01 OF 01

# BIRCHWOOD COTTAGES



LEGEND  
 ○ UNIMPROVED LOT  
 ● IMPROVED LOT  
 ■ UNIMPROVED LOT



### WARRANTY OF MERCHANTABILITY

The undersigned hereby warrants that the plat hereon is a true and correct copy of the original as recorded in the office of the Register of Deeds for the State of Maryland, and that the same is a true and correct copy of the original as recorded in the office of the Register of Deeds for the State of Maryland, and that the same is a true and correct copy of the original as recorded in the office of the Register of Deeds for the State of Maryland.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal at the City of Baltimore, Maryland, this 15th day of May, 2017.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires on \_\_\_\_\_.

**WARRANTY OF MERCHANTABILITY**  
 State of Maryland  
 County of Baltimore

On this 15th day of May, 2017, before me a Notary Public within and for the State of Maryland, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

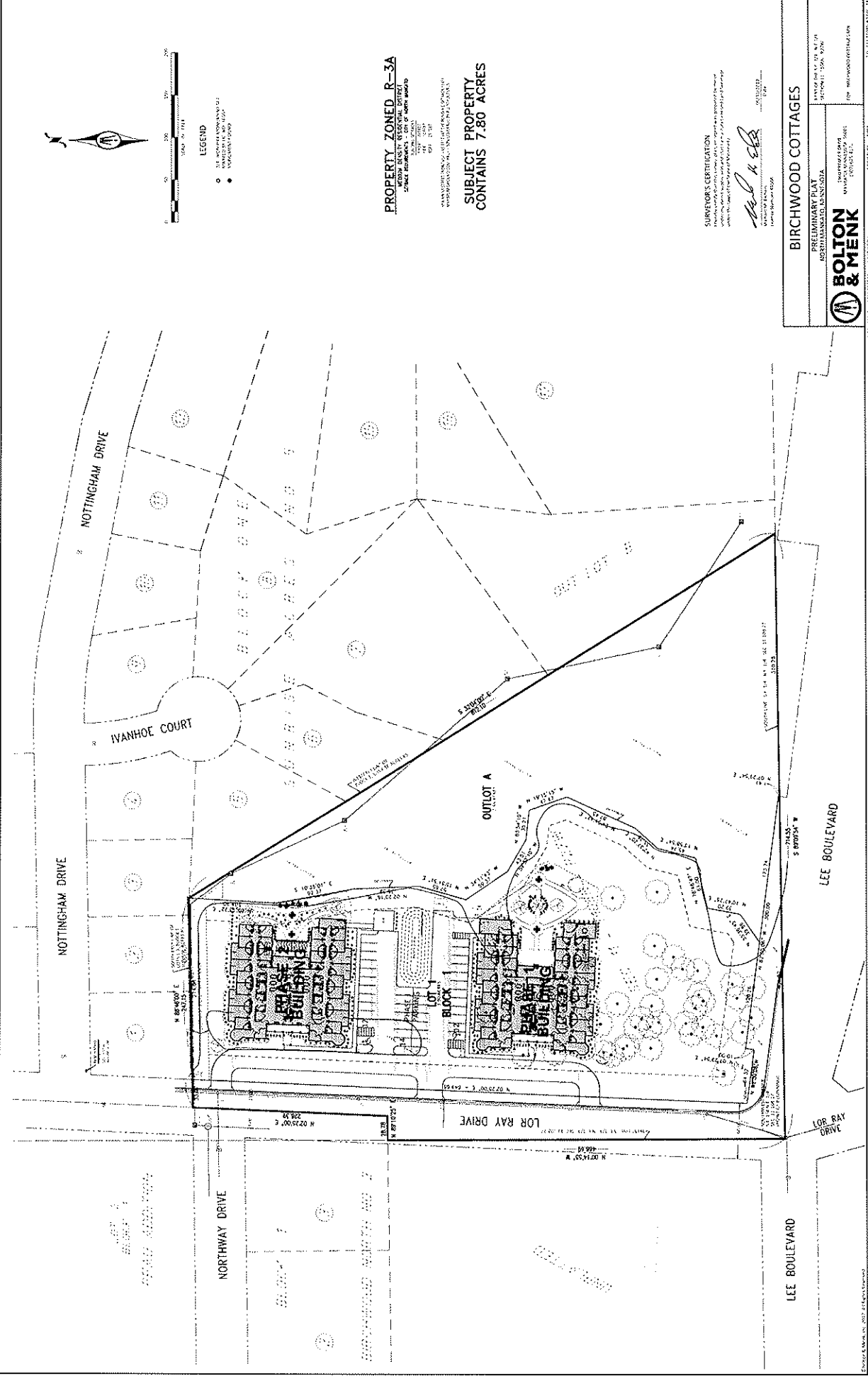
My commission expires on \_\_\_\_\_.

**FINAL PLAT PREPARED**  
**PENDING FINAL**  
**(5-22-2017)**

THESEAL PREPARED BY: NOTULAM, INC.

NOTARY PUBLIC STATE OF MARYLAND

NOTARY PUBLIC STATE OF MARYLAND



**LEGEND**  
 ○ 12" METRIC DIMENSIONS  
 ● 12" METRIC DIMENSIONS  
 ● 12" METRIC DIMENSIONS

**PROPERTY ZONED R-3A**  
 SUBJECT PROPERTY  
 CONTAINS 7.80 ACRES

**CONTRACT CERTIFICATION**  
 I, the undersigned, being duly qualified and sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the Surveyor General of the State of Mississippi, and that the same is a true and correct copy of the original as the same appears in the files of the Surveyor General of the State of Mississippi.

*[Signature]*  
 SURVEYOR GENERAL  
 MISSISSIPPI

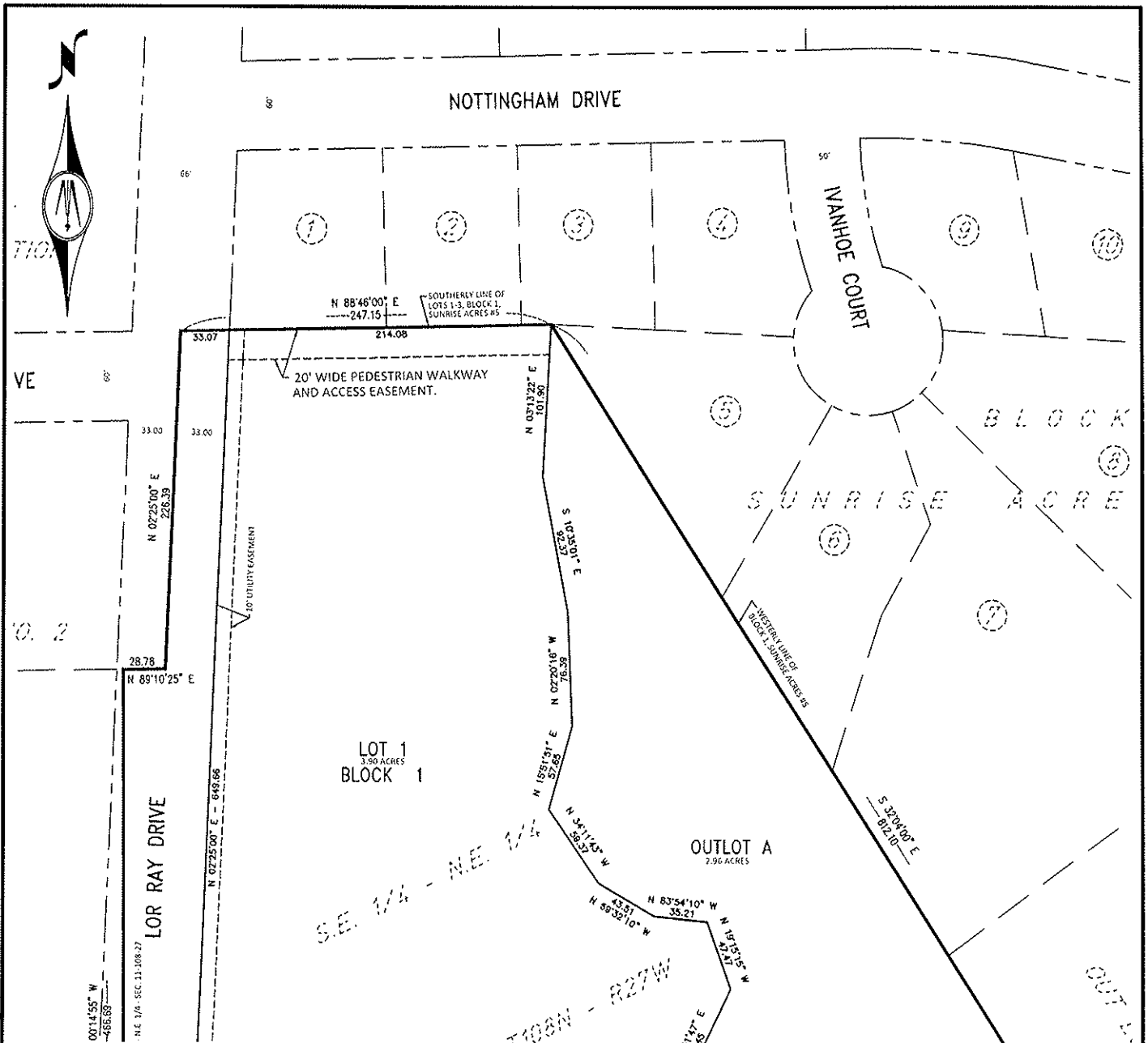
**BIRCHWOOD COTTAGES**  
 PRELIMINARY PLAN  
 MISSISSIPPI, MISSISSIPPI

DATE OF PLAN: 04/14/14  
 SECTION: 1506, 1576

**BOLTON & MENK**  
 ENGINEERS & ARCHITECTS  
 1000 WOODRIDGE DRIVE  
 SUITE 100  
 MEMPHIS, TN 38117

DATE: 04/14/14

2013/04/14 10:00 AM 14800000



H:\WEMPENRY PR\136113033\CAD\113033 V PLAT 1.dwg 5/22/2017 11:07 AM

PEDESTRIAN WALKWAY AND ACCESS EASEMENT DESCRIPTION

An easement for pedestrian walkway and access purposes over and across the northerly 20 feet of Lot 1, Block 1, Birchwood Cottages, according to the plat thereof on file and of record with the Nicollet County Recorder.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Michael M. Eichers*

Michael M. Eichers  
License Number 46564

05/22/2017  
Date

©Bolton & Menk, Inc. 2017, All Rights Reserved

EASEMENT DRAWING  
NORTH MANKATO, MINNESOTA

LOT 1, BLOCK 1, BIRCHWOOD COTTAGES



**BOLTON  
& MENK**

1960 PREMIER DRIVE  
MANKATO, MINNESOTA 56001  
(507) 625-4171

FOR: COTTAGES PROPERTIES OF MANKATO, LLC

DEVELOPMENT AGREEMENT BETWEEN COTTAGE PROPERTIES OF MANKATO AND  
CITY OF NORTH MANKATO



THE CITY OF NORTH MANKATO

SUBJECT: Cottage Properties Development Agreement  
APPLICANT: Cottage Properties of Mankato/City of North Mankato  
LOCATION: Birchwood Cottages  
EXISTING ZONING: R-3A, Medium Density Residential  
DATE OF HEARING: June 8, 2017  
DATE OF REPORT: June 1, 2017  
REPORTED BY: Mike Fischer, Community Development Director

APPLICATION SUBMITTED

Request to approve Development Agreement

COMMENT

As part of the Planned Unit Development (PUD) process, it is necessary for the City to enter into a Development Agreement with Cottage Properties of Mankato, LLC. The Development Agreement shall note all conditions of the development and be submitted with the Final Plat. Attached is a Development Agreement which lists all the conditions from the Conditional Use Permit approved in May of 2017 including additional items for consideration.

RECOMMENDATION

Staff recommends approval of the Development Agreement.

## DEVELOPMENT AGREEMENT

NOW COMES FORTH, the City of North Mankato, hereinafter referred to as "City" and Cottage Properties, LLC herein referred to as "Developer," who agree to as follows:

WHEREAS, the Developer warrants that it holds legal title to the lands located in North Mankato, Minnesota, with said lands being more particularly described in Exhibit A; and

WHEREAS, the development proposed under this Development Agreement is consistent with the City's Comprehensive Plan; and

WHEREAS, in conformance with Section 156.057 of the North Mankato City Code, Planned Unit Developments, it is required that a development agreement, signed by the applicant and noting all conditions of the final development plan, shall be submitted with the final plat; and

WHEREAS, the parties wish to formalize the agreement regarding various site issues; and

WHEREAS, the parties desire that this Agreement shall supplement Conditional Use Permit, CUP-1-17; and

WHEREAS, the duration of this Agreement is binding and runs with the land in perpetuity, unless amended; and

WHEREAS, the Developer is responsible for obtaining, permitting and the payment of all fees for site permits; and

WHEREAS, if the Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer or Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the

Owner/Developer or Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer or Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property; and

NOW, THEREFORE, the parties agree as follows:

1. Developer agrees that the use of the buildings shall be for assisted living memory care housing.
2. Developer agrees to deed Outlot A of Birchwood Cottages to the City as ravine property.
3. Developer agrees to provide an easement for a pedestrian trail along the north side of the property.
4. Developer agrees to remove the southernmost existing curb cut into the property.
5. Developer agrees the southernmost driveway be designated with appropriate signage as an exit only when turning onto LorRay Drive.
6. Developer agrees that buildings 1 and 2 are permitted for construction and building 3 would require a Planned Unit Development (PUD) Amendment.
7. Developer agrees to begin construction of building 1 in 2017 and begin construction of building 2 no later than 2018.
8. Developer agrees to maintain the public sidewalk adjacent to the property along Lor Ray Drive including the timely removal of snow and ice.
9. City agrees to construct and maintain a pedestrian trail along the north side of Lot 1, Block 1, Birchwood Cottages into and through the ravine described as Outlot A, Birchwood Cottages.

CITY:

CITY OF NORTH MANKATO

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

STATE OF MINNESOTA            )  
   )SS.  
 COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, who is personally known to me or who had/have produced \_\_\_\_\_ as identification and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type name

DEVELOPER:

COTTAGE PROPERTIES OF MANKATO, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

STATE OF MINNESOTA        )  
  )SS.  
COUNTY OF \_\_\_\_\_     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, who is personally known to me or who had/have produced \_\_\_\_\_ as identification and who did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARY SEAL)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type name