

Date Received: _____
Received By: _____
Permit #: _____



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

LOT DIVISION APPLICATION

Applicant: _____
Address: _____
Phone # _____
Email Address: _____

Fee Owner: _____
Address: _____
Phone # _____
Email Address: _____

Engineer: _____
Address: _____
Phone # _____
Email Address: _____

Property Location (Address): _____
Complete Legal Description: _____

Detailed Reason for Request:

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: _____

APPLICATION REQUIREMENTS¹ FOR A LOT DIVISION

This handout is intended to provide guidance on putting together and submitting an application for a lot division in Lake Elmo. A lot division is a division of land which results in no more than three (3) parcels wherein each resultant parcel complies with the City's minimum lot dimension and public road frontage requirements for the zoning district in which the land is located, the proposal must also meet the criteria established for a lot division. As outlined in LEC Section 103.00.065. In order to have your lot division application be complete and reviewed in the timeliest fashion, there are a number of steps that must be followed:

1. Contact City staff to discuss your proposed lot division and obtain an official City of Lake Elmo Land Use application.
2. Put together an informational packet (described herein) that outlines your request and provides the necessary background on the intent behind the proposal. Providing detailed information and answers will greatly reduce the potential overall review time.
3. Submit your completed packet at City Hall. Staff will examine your information to determine if the application is complete, and contact you if additional information is required or was omitted. Once the application is complete, city staff will review the matter and make a decision about the proposal.
4. The Planning Director may approve or cause to be modified plans for a lot division. The Director must first determine, however, that the plans meet all city ordinances and policies and that the lot division proposal would not have an adverse impact on the subject property or surrounding properties. If the Director makes a negative determination about the proposed lot division or if the applicant wishes to appeal the decision, the case shall be sent to the Planning Commission for a review and recommendation and to the City Council for action.
5. The City may require a letter of credit as a condition of lot divisions in order to guarantee the proper repair and patching of streets after the installation of or connection to utilities in the streets or in the public rights-of-way.
6. The City shall not approve more than three new lots from a parcel or tract in any single calendar year.
7. If approved, documentation for the lot division must be legally recorded and finalized within 180 days of City approval.

The City Council has established a **non-refundable fee**² for processing a minor subdivision application. Please consult the fee schedule on the City website.

¹ 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.

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

Purpose and intent of a Minor Subdivision: The purpose of a lot division process is to allow the City to waive certain procedures and requirements of a major subdivision. The purpose is to reduce the time and cost to the property owner for dividing land in locations and situations that are well defined and where no new public infrastructure is required.

The City Planning Director may approve administratively the subdivision of one lot or parcel into two or three lots where no public infrastructure, easements or rights-of-way are being dedicated.

Submittal Requirements:

At a minimum, the following materials must be submitted prior to deeming an application complete:

- | <u>Sub:</u> | <u>Req:</u> | <u>Item:</u> |
|--------------------------|--------------------------|--|
| ☐ | ☐ | 1. A completed land use application form signed by all property owners along with payment of the proper filing fee. If the applicant is not the fee owner of the property, the fee owners signature shall also be on the application, or the applicant shall provide separate written and signed authorization for the application from the fee owner. One hard copy and one electronic copy of all documents. |
| ☐ | ☐ | 2. Title Work. The City must insure that the listed applicants are the only parties with interest in the subject property. If your property is described in Abstract, the city will need a copy of an <u>updated abstract</u> . If your property is described in Torrens, the city will need a <u>Registered Property Abstract (RPA)</u> . In either case, the city will also accept a <u>commitment for title insurance</u> in lieu of the above to fulfill this requirement. |
| ☐ | ☐ | 3. Detailed written and graphic materials fully explaining the proposed lot division. There shall be 2 large scale copies and 1 reduced scale (11"x17") copy of all graphics submitted. An electronic copy of all files shall also be provided. |
| ☐ | ☐ | 4. A certificate of survey prepared by a registered land surveyor in the form required by M.S. Ch. 505, as it may be amended from time to time, and the name, address, and registration number of the surveyor, which includes: <ul style="list-style-type: none">☐ Graphical scale not more than 1 inch equals 100 feet.☐ North point indication.☐ Date of survey.☐ Original and proposed lot boundaries. Existing lot lines should be easily distinguishable from the proposed lot lines.☐ Topographic data at 2 foot contours. Contours should extend 50 ft. beyond the parcel(s) boundary. |

- ☐ f. The boundary shown with survey measurement data and proposed legal description for each of the lots as they are proposed to be subdivided.
- ☐ g. Area in square feet and in acres of the parcel of land to be subdivided.
- ☐ h. Buildable area on each lot and proposed building pad.
- ☐ i. Existing site improvements within the subject property and those within 50 feet of the boundaries of the parcel to be subdivided.
- ☐ j. The location of existing structures on the site (show setbacks).
- ☐ k. Existing and proposed driveway locations.
- ☐ l. Existing parks, streets and easements on or adjacent to the affected property.
- ☐ m. If the owner is proposing residential lots that would use on-site septic systems, then the owner must provide documentation that each lot would have enough area for a primary and secondary on-site septic system along with the proposed location of the houses, driveways and wells for each of those lots.
- ☐ n. Location, type and size of any existing infrastructure (sewers, water mains, storm sewer), wells, culverts, or other underground utilities within the tract and to a distance of 50 feet beyond the tract, the data as grades, invert elevations, and locations of catch basins, and manholes shall also be shown.
- ☐ o. All encroachments along the outside boundary of the parcel of land to be subdivided.
- ☐ p. All easements of record affecting the parcel of land to be subdivided.
- ☐ q. Basins, lakes, rivers, streams, creeks, wetlands and other waterways bordering on or running through the parcel of land to be subdivided. The ordinary high water elevation and the 100-year flood elevation shall be shown where applicable.
- ☐ r. The location, right-of-way widths and names of public streets or other public ways, showing type, width and condition of improvements, if any, that pass through and/or adjacent to the parcel of land being subdivided.
- ☐ s. Location, right-of-way widths and names of any railroad, if any, that pass through or are adjacent to the parcel of land being subdivided.
- ☐ t. Identify all gaps and overlaps of the property being subdivided.
- ☐ u. The outside boundary of the property being subdivided must be clearly marked survey monumentation.
- ☐ v. The boundary and legal description of any proposed easements on the property. The owner must provide a 10-foot-wide drainage and utility easement along all property

lines. The City also may require a drainage and utility easement over wetlands, wetland buffers, stormwater basins, lakes, drainage channels and tributaries.

- ☐ w. The City also may require the dedication of easements or right-of-way for public streets consistent with the City's Comprehensive Plan.

Sub: **Req:** **Item:**

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | 6. Drainage, grading and erosion control plans, if applicable. |
| ☐ | ☐ | 7. Existing and proposed lowest floor elevations for each lot. |
| ☐ | ☐ | 8. Soil testing for the installation of subsurface sewage treatment system, if applicable. |
| ☐ | ☐ | 9. If driveways to a state or county highway are required, driveway permits or a letter of intent to approve said driveways from applicable road authority. |
| ☐ | ☐ | 10. Any additional information if deemed necessary and required by the Planning Director. The Planning Director may waive for good cause certain information requirements not pertinent to the particular minor subdivision request. |
| ☐ | ☐ | 11. Variances: If you are requesting variances in any portion of the submitted lot subdivision, the City asks that you list each of the requested variances and provide an explanation as to why each is necessary and cannot be avoided. Additionally, you must provide written answers to address the following: <ul style="list-style-type: none">(1) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property; and(2) There are special circumstances or conditions affecting the applicant's land that the strict application of the minimum standards of this section would deprive the applicant of the reasonable use of that land.(3) The variance is required by reason of unusual hardship relating to the physical characteristics of the land. |

If you have any further questions that are not covered by this handout, please contact the planning staff at City Hall: (651) 747-3912. We look forward to assisting you.



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

THIS AGREEMENT is made this ____ day of _____ 20 __, 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:

B. “Owner” whose name and address is:

RECITALS

WHEREAS, the Applicant has applied to the City for approval for one or more of the following: (Select All That Apply)

Plat (Sketch, Preliminary, Final)	Variance
PUD/OP-PUD (Pre-Applicaion, Preliminary, Final)	Minor Subdivision
Vacation	EAW Review
Conditional Use Permit	Zoning Text or Map Amendment
Interim Use Permit	Wind Generator
Comprehensive Plan Amendment	Wireless Communication Permit (co-location)

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 Application; (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: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 20____, 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 _____, 20____, 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



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

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) _____



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

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.