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**Existing Certs**

1491884

AMENDED SITE DEVELOPMENT AGREEMENT

THIS AMENDED SITE DEVELOPMENT AGREEMENT is made effective as of this 27<sup>th</sup> day of June, 2019, by and between the City of Bloomington, a Minnesota municipal corporation, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (“City”) and Lifespace Communities, Inc., an Iowa Corporation, 4201 Corporate Drive West Des Moines, IA 50266 (“Applicant”).

RECITALS

The Applicant filed a development application (Cases #PL201700072 and #PL201700250) for the City’s approval related to construction and renovation of its property located at 8100 and 8210 Highwood Drive in the City of Bloomington, Hennepin County, Minnesota and legally described as set forth in Exhibit A (“Property”). Approvals stemming from Case #PL201700250 were granted by the City Council of the City of Bloomington on February 05, 2018 subject to and contingent upon the Applicant’s satisfaction of conditions (“2018 Approvals”). Subsequently, the Applicant filed a Major Revision to Final Development Plans for revised residential building and site improvements in Case #PL201900028 (“Plans”). This Agreement (“Agreement”) sets forth the obligations of the parties and the conditions that govern the development and use of the Property and amends and restates the site development agreement signed by the applicant and the City on June 18, 2018. It is intended to address the parties’ compliance with the conditions imposed by the City Council in regards to:

1. Variance to increase the allowed floor area ratio for an institutional use from 0.6 to 0.615 (Case #PL201700250);
2. Conditional Use Permit for a residential care facility in the RM-24 zoning district (Case #PL201700250); and
3. Major Revision to Final Development Plans (Case #PL201900028)

The City Council of the City of Bloomington, Minnesota approved the above referenced Plans subject to and contingent upon, the Applicant’s satisfaction of certain conditions relating to the Property and made subject to those Conditions, as well as all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approvals). This Agreement does not address other issues relating to public improvements, assessments, storm water charges, or other matters regarding or affecting the Property unless specifically set forth herein or incorporated herein by reference.

**NOW THEREFORE**, in consideration of the recitals stated above and the mutual covenants stated below, the parties agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.
2. **Obligations of the Applicant.**
  - (a) **Compliance with Conditions of Approval.** The Applicant agrees that development of the Property shall be in strict conformance with all conditions set forth in the

decision notice dated April 2, 2019, which is attached hereto and incorporated herein by reference as **Exhibit B**.

(b) Conformance with Approved Final Development Plan. The Applicant agrees that development of the Property shall also be in strict conformance with the Plan as approved on April 1, 2019, by the City Council, all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approval and decision notice), and all applicable state and federal laws. In the event that there is a conflict between the Plans as approved by the City Council and the regulatory terms of this Agreement, the more restrictive standard shall apply. It shall be the obligation of the Applicant to provide advance written notice to the City of any aspect of the development that varies to any degree from the Plans approved by the City Council on April 1, 2019. The Applicant also agrees that any major or minor change to the Plans as approved by the City Council must be approved by the City as provided in City Code Section 21.501.03, subdivisions (c) and (d).

(c) Compliance with Project Phasing and Construction Management Plan (CMP). As outlined in the Conditions of Approval attached hereto as Exhibit B, the Applicant agrees that development of the Property shall comply with its city-approved CMP, which is attached hereto and incorporated herein by reference as **Exhibit C**.

(d) Compliance with Zoning Regulations. The Applicant agrees that any change to a use of the Property that is prohibited under the City's zoning regulations will require City Council approval of a revision of the zoning code and approval of a revision to the Plans.

3. **Obligations of the City**.

(a) Issuance of Permits. The City will issue permits necessary for the approved development of the Property subject to the satisfaction of Conditions of Approval set forth in the attached **Exhibit B**, and compliance with all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approval or decision notice). No permits will be issued until the Applicant has submitted all appropriate permit applications, which are subject to City review and approval.

4. **Event of Default**.

(a) The term "event of default" shall mean, whenever it is used in this Agreement (unless the context provides otherwise), any of the following events:

(i) The failure of the Applicant to perform the obligations set forth in paragraph 2 ("Obligations of the Applicant") of this Agreement and to commence corrective measures to perform the obligations within sixty (60) days after receipt by the Applicant of written notice of such default by the City.

(ii) The failure of the City to perform the obligations set forth in paragraph 3 ("Obligations of the City") of this Agreement and to commence corrective

measures to perform the obligations within sixty (60) days after receipt by the City of written notice of such default by the Applicant.

5. **Remedies of the City.**

(a) Whenever any event of default of the Applicant occurs, the City may take whatever action at law or in equity as may appear necessary or desirable to the City to enforce performance and observance of this Agreement.

(b) A major change in the Plans by the Applicant shall require City Council approval in accordance with Bloomington City Code Section 21.501.03(c), and the City reserves the right to initiate such proceedings. In addition, the City reserves its right to initiate rezoning of the Property if the Applicant changes the Property to a use prohibited in the approved zoning district.

6. **Remedies of the Applicant.** Whenever any event of default by the City occurs, the Applicant may take whatever action at law or in equity may appear necessary or desirable to the Applicant to enforce performance or observance of this Agreement.

7. **Notices and Demands.**

(a) A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

(b) Notices, demands, or other communications to a party under this Agreement shall be sufficiently given if sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party as follows:

*If to the City:*

City of Bloomington  
ATTN: Director of Community Development  
1800 West Old Shakopee Road  
Bloomington, Minnesota 55431  
[ejohnson@bloomingtonmn.gov](mailto:ejohnson@bloomingtonmn.gov)

*If to the Applicant:*

Lifespace Communities, Inc.  
ATTN: Larry Smith, CFO  
4201 Corporate Drive  
West Des Moines, Iowa 50266  
[larry.smith@lifespacecommunities.com](mailto:larry.smith@lifespacecommunities.com)

(c) Nothing prevents a party from contemporaneously providing the same notice of demand by electronic mail.

8. **Amendment/Additional Documents.** This Agreement may be amended, in writing, as the parties may mutually agree. The plans, standards, stipulations, and other information constituting the development plan and the conditions placed on the approval of the Plans as detailed in **Exhibit B** may also be amended upon application by the Applicant and approval of the City pursuant to Bloomington City Code Section 21.501.03. Once approved by

the City Council, subsequent development plans and conditions shall become part of this Agreement and shall be fully binding upon the parties as if set forth herein. All such additional documents affecting the development and use of this property shall be kept on file as a public record by the City of Bloomington, Director of Community Development.

9. **Application of City Code Provisions, Rules, Regulations and Policies.** This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new City Code provisions, rules, regulations or policies, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development application on the basis of such existing or new City Code provisions, rules, regulations or policies. No rights shall be deemed to vest in the Applicant or any other person, under any site development agreement, except as expressly set forth therein.

10. **Relationship of the Parties.** No partnership or joint venture is established between the parties hereto by or under this Agreement or any agreement referenced herein.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including without limitation any and all future and present Applicants, tenants, occupants, licensees, mortgagees and any other parties with any interest in the Property. Upon sale or conveyance of any portion of the Property, the transferee shall be liable for all obligations of the Applicant which relate to such portions of the Property and the transferor shall be automatically released from any further obligation, liability, right or responsibility under this Agreement relating to the transferred portion of the Property.

12. **Recording of Document.** This Agreement shall run with the Property and shall be recorded in the Office of the Hennepin County Recorder or Registrar of Titles, as appropriate, by the Applicant with proof thereof shown to the City prior to its issuance of any permits hereunder.

13. **Governing Law.** The City and Applicant agree that the laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and shall be deemed the result of negotiation among the parties and their respective legal counsel and shall not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in the courts of the State of Minnesota, Fourth Judicial District, or the United States District Court for the District of Minnesota.

14. **Entire Agreement.** This Agreement and the Plans represent the entire Agreement between the Applicant and the City. All previous agreements, whether written or oral, are superseded by this Agreement. Subsequent changes shall not be binding unless reduced to writing and signed by the parties hereto.

15. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result

in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

16. **Signatures/Execution.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Facsimile or electronic signatures are not accepted by the City, or by Hennepin County for recording purposes. The City and the County require execution of multiple originals of this Agreement: three (3) originals for City records; one (1) original for recording with the Office of the County Recorder, and one (1) for recording with the Office of the Registrar of Titles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

*[left blank intentionally; signature pages follow]*



Signature Page for APPLICANT

APPLICANT

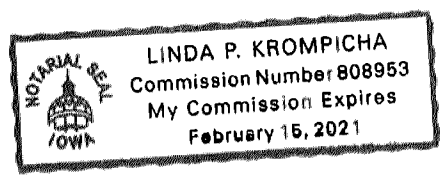
DATED: JUNE 27, 2019

By: Larry M. Smith  
Larry Smith  
Its: CFO, *Interim* CEO  
Lifespace Communities, Inc.

STATE OF IOWA )  
COUNTY OF POLK ) SS.

This instrument was acknowledged before me this 27 day of JUNE, 2019, by LARRY M. SMITH, the  
[title] of CFO, INTERIM CEO [APPLICANT], on behalf of the APPLICANT.  
LIFESPACE COMMUNITIES, INC.

[Signature]  
Notary Public



This instrument was drafted by:  
Legal Dept. – City of Bloomington  
1800 W. Old Shakopee Rd.  
Bloomington, MN 55431  
(952) 563-8753



**EXHIBIT A**  
**TO AMENDED SITE DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF BLOOMINGTON & APPLICANT**

**LEGAL DESCRIPTION OF THE PROPERTY**

*Lot 1, Block 1, Friendship Village 2<sup>nd</sup> Addition*



**EXHIBIT B**  
**TO AMENDED SITE DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF BLOOMINGTON & APPLICANT**

**DECISION NOTICE**

**EXHIBIT C**

**TO AMENDED SITE DEVELOPMENT AGREEMENT BETWEEN THE CITY**  
**OF**  
**BLOOMINGTON AND APPLICANT**

**CONSTRUCTION PHASING PLAN**



April 02, 2019

Lifespace Communities, Inc. d/b/a Friendship Village of Bloomington  
ATTN: Larry Smith  
4201 Corporate Drive  
West Des Moines, IA 50266

RE: Case #PL201900028 – Major Revision to Final Development Plan for revised residential building and site improvements associated with Case #PL201700250  
8100 and 8210 Highwood Drive

Mr. Smith:

At its regular meeting of April 01, 2019, the City Council approved a Major Revision to Final Development Plans to modify the size and footprint of an approved but not yet constructed five-story, independent senior living building from 98 units to 93 units while preserving existing townhomes and other associated site improvements located at 8100 and 8210 Highwood Drive related to Case #PL201700250 (Case # PL201900028).

The approval is subject to conditions that must be satisfied prior to the issuance of a Grading, Footing, Foundation or Building Permit. While the conditions list includes selected City Code requirements of particular interest, the development must comply with all applicable local, state and federal codes.

1. Prior to Permit Grading, Drainage, Utility and Erosion Control plans must be approved by the City Engineer.
2. Prior to Permit Access, circulation and parking plans must be approved by the City Engineer.
3. Prior to Permit Storm Water Management Plan must be provided that demonstrates compliance with the City's Comprehensive Surface Water Management Plan. A maintenance plan must be signed by the property owners and must be filed of record with Hennepin County.
4. Prior to Permit A National Pollutant Discharge Elimination System (NPDES) construction site permit and a Storm Water Pollution Prevention Plan (SWPPP) must be provided if greater than one acre is disturbed (State of MN and Federal regulation).
5. Prior to Permit A Nine Mile Creek Watershed District permit must be obtained and a copy submitted to the Engineering Division.
6. Prior to Permit A Minnesota Pollution Control Agency (MPCA) Sanitary Sewer Extension or Modification Permit must be obtained or notification from the MPCA that this permit is not required must be submitted to the City (State of MN).
7. Prior to Permit A Minnesota Department of Health (MDH) watermain review and approval

- must be obtained or notification from MDH that this permit is not required must be submitted to the City (State of MN).
8. Prior to Permit Sewer Availability Charges (SAC) must be satisfied.
  9. Prior to Permit An external grease interceptor must be provided if the proposed tenant will have food preparation and service that will produce fats, oils, grease or wax in excess of 100 mg/L. The external grease interceptor design must be approved by the Utilities Engineer. A grease interceptor maintenance agreement must be filed with the Utilities Division, if an external grease interceptor is installed.
  10. Prior to Permit Building must be provided with an automatic fire sprinkler system as approved by the Fire Marshal (MN Bldg. Code Sec. 903, MN Rules Chapter 1306; MN State Fire Code Sec. 903).
  11. Prior to Permit Utility plan showing location of existing and proposed water main and fire hydrant locations must be approved by the Fire Marshal and Utilities Engineer (City Code Sec. 6.20, Minnesota State Fire Code Sec. 508).
  12. Prior to Permit A Construction Management Plan must be submitted for review and approval by the City.
  13. Prior to Permit Project Phasing Plan be submitted and approved.
  14. Prior to Permit Haul Route and Construction Traffic Control Plans must be approved by the City Engineer.
  15. Prior to Permit The properties must be platted per Chapter 22 of the City Code and the approved final plat must be filed with Hennepin County prior to the issuance of any permits (22.03(a)(2)).
  16. Prior to Permit An erosion control surety must be provided (16.08(b)).
  17. Prior to Permit Bicycle parking spaces must be provided and located throughout the site as approved by the City Engineer.
  18. Prior to Permit A Site Development Agreement, including all conditions of approval, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Director of Community Development.
  19. Prior to Permit Landscape plan must be approved by the Planning Manager and landscape surety must be filed (Sec 19.52).
  20. Prior to Permit All trash and recyclable materials must be stored inside the principal building (Sec. 19.51).
  21. Prior to Permit Parking lot and site security lighting plans must be revised to satisfy the requirements of Section 21.301.07 of the City Code.
  22. Prior to Permit Food service plans must be approved by the Environmental Health Division (City Code Sec. 14.360).
  23. Prior to Permit A scenic easement along the wooded eastern boundary of Friendship Village must be provided by document.
  24. Prior to Permit A building permit for all required changes to accommodate the proposed use be obtained.
  25. Prior to Permit Storage space for residential units must be provided per the requirements of Section 21.302.09(d)(7)(C) of the City Code.
  26. Prior to C O Tier 1 Transportation Demand Management plan must be submitted (Sec. 21.301.09(b)(2)).

27. Prior to C/O Fire lanes must be posted as approved by the Fire Marshal (MN State Fire Code Sec. 503.3).
28. Prior to C/O The developer must submit electronic utility as-builts to the Public Works Department prior to the issuance of the Certificate of Occupancy.
29. Prior to C/O Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
30. Prior to C/O Buildings shall meet the requirements of the Minnesota State Fire Code Appendix L (Emergency Responder Radio Coverage) adopted through City Ordinance to have approved radio coverage for emergency responders based upon the existing coverage levels of the public safety communication systems.
31. Prior to C/O A building security system for the residential care facility must be approved by the Bloomington Police Department (Sec. 21.302.23(d)(3)(E)).
32. Ongoing All construction related loading, unloading, drop-off, pick-up, stockpiling, staging and parking must take place on-site and off adjacent public streets and public right-of-way unless a use/rental agreement is approved with the City for use of the City right-of-way west of the Highwood Drive cul-de-sac.
33. Ongoing Alterations to utilities must be at the developer's expense.
34. Ongoing All rooftop equipment must be fully screened (Sec. 19.52.01).
35. Ongoing Discharge of sanitary effluent containing fats, oil, grease or wax in excess of 100mg/L is prohibited (11.31(6)(B)).
36. Ongoing Signs must be in compliance with the requirements of Chapter 19, Article X of the City Code.
37. Ongoing Development must comply with the Minnesota State Accessibility Code (Chapter 1341).
38. Ongoing Poured-in-place concrete curbs must be provided on the perimeter of parking lots and traffic islands (Sec 19.64).

Should you have any questions regarding this action, please contact Nick Johnson, Planner, at (952) 563-8925 or nmjohnson@BloomingtonMN.gov.

Sincerely,



Glen Markegard, AICP  
Planning Manager

C: Russel Mauk, Lifespace Communities, Inc.  
Jon Lindstrom, SAS Architects  
Peter Coyle, Larkin Hoffman



sas architects + planners llc

630 Dundee Rd, suite 110  
Northbrook, IL 60062

t: 847.564.8333  
sasarch.com

APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019

# Friendship Village Bloomington Construction Management & Phasing Plan

July 10, 2019

# EXHIBIT C

CASE FILE #PL2019-28

APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019

	AL/MC		RL		S.N.		HC Wing Demo	HC Wing Demo	Exist HC Reno*		Complete
	Current	During Phase 1 Const. Start	Phase 1 Complete	During Phase 1A Const. Start	Phase 1A Complete	During Phase 2 Const. Start	Phase 2 Complete	During Phase 3 Const. Start	Phase 3 Complete	Phase 4 Start	
	8/16/2019	12/8/2020	10/7/2019	5/4/2021	12/9/2020	10/1/2021	2/15/2022	6/3/2022	3/15/2022	9/12/2022	
<b>Total Code Calculated Parking</b>	444	444	444	444	444	444	444	444	444	444	444
Existing Residential Living	444	444	444	444	444	444	444	444	444	444	444
Existing RL Cottages	18	18	18	18	18	18	18	18	18	18	18
Existing Health Center	25	25	25	25	25	25	0	0	5	0	25
Existing Assisted Living & Memory	20	20	0	0	0	0	0	0	0	0	0
Existing Party Room (Pavilion)	34	34	34	34	34	34	34	34	34	34	34
New Residential Living	0	0	0	72	0	100	110	120	115	144	144
New Assisted Living & Memory	0	0	28	28	28	28	28	28	28	28	28
New Skilled Nursing (S.N.)	0	0	0	0	0	0	0	0	0	0	0
<b>Total Required Parking Spaces</b>	541	541	549	549	621	549	649	634	644	644	693
<b>Total Actual Parking Spaces</b>											
Surface - Uncovered	167	149	185	183	195	183	202	196	272	272	272
Surface - Parallel	47	43	43	35	35	35	35	36	36	36	0
Surface - Townhomes	30	30	30	30	30	30	30	30	30	30	30
Attached Garage - Townhome	24	24	24	24	24	24	24	24	24	24	24
Detached Garage	77	77	77	77	77	77	77	77	77	77	77
Underground - Existing RL	34	34	34	34	34	34	34	34	34	34	34
Underground - Existing Pavilion Garage	64	64	64	64	64	64	64	64	64	64	64
Underground - Existing AL/MC	17	17	17	17	17	0	0	0	0	0	0
Underground - New SN	0	0	0	0	0	0	42	42	42	42	42
Underground - New AL/MC	0	0	37	37	37	37	37	37	37	37	37
Underground - New RL	0	0	0	0	53	0	53	53	53	53	53
Off-Site parking at 8600 E Bush Lake Rd, Minneapolis, MN 55438	0	43	43	43	43	43	0	0	0	0	0
<b>Total Available Parking Spaces</b>	460	481	554	544	609	527	598	593	669	669	633
<b>Surplus/(Shortfall) of Parking Spaces</b>	(81)	(60)	5	(5)	(12)	(22)	(51)	(41)	25	25	(60)
<b>% Difference Code Req. vs. Actual</b>	85.0%	88.9%	100.9%	99.1%	98.1%	96.0%	92.1%	93.5%	103.9%	103.9%	91.3%

Notes

existing does not change  
existing does not change  
Code: At completion dining venue to be renovated  
Vacated/demolished during construction  
code required  
code required (93+3) RL Units total project  
code required (AL+MS)  
code required

actual  
actual - all removed in last phase.  
actual - no change  
actual - no change  
actual - no change  
actual - no change  
actual - no change  
actual - Limited Access in Phase 1A  
actual - Wing demolished  
actual  
actual  
actual  
43+ temp parking by local church for FVB staff  
actual  
actual

**New Resident Unit Park Requirements:**

AL: 1.5 spaces per 4 beds:  
(42/4) x 1.5 = **16 spaces**

MS: 1.5 spaces per 4 beds:  
(32/4) x 1.5 = **12 spaces**

SN: no additional parking load

Existing Pavilion Party Rm = 3,390/100 = 34

\*\*Full Occupancy of RL will occur 78-24 months (w/1) once construction is completed. Suggest at Phase 1A completion, show 50% parking requirement

RL: 1.5 spaces per dwelling unit:

96 x 1.5 = 144 spaces

(50 x 144) = 72 spaces

(Note: 3 RL units will not be built until completion of Phase 4

(Note: We show parking requirement for RL to increase each phase after RL completion. This is above actual occupancy rate projected by Owner.

\*\*Denotes Parking Calculations at building completion per area / phase

\*\*Denotes Approximate Dates / Durations per phase (per GC schedule)

# EXHIBIT C

CASE FILE #PL2019-28

RL Building Occupancy Percent Filled HC Phase 1 Occupancy Percent Filled	FVB Fill-Up Schedule issued 7-10-19			
	Calendar Year	Net Move-Ins		
		Independent Living	Assisted Living	Memory Support
	January 2020	0	0	0
	February 2020	0	0	0
	March 2020	0	0	0
	April 2020	0	0	0
	May 2020	0	0	0
	June 2020	0	0	0
	July 2020	0	0	0
	August 2020	0	0	0
	September 2020	0	0	0
	October 2020	0	0	0
	November 2020	0	0	0
HC Building Approx. 64% occupied ~ (47 of 74 units filled)	December 2020	0	23	24
	January 2021	0	2	2
	February 2021	0	2	1
	March 2021	0	2	1
	April 2021	0	2	1
RL Building Approx. 7% occupied ~ (6 of 93 units filled)	May 2021	6	2	1
	June 2021	5	1	0
	July 2021	5	1	0
	August 2021	4	1	0
	September 2021	4	1	0
RL Building Approx. 30% occupied ~ (28 of 93 units filled)	October 2021	4	1	0
	November 2021	4	1	0
	December 2021	4	0	0
RL Building Approx. 46% occupied ~ (43 of 93 units filled)	January 2022	4	0	0
	February 2022	3	0	0
	March 2022	3	0	0
	April 2022	3	0	0
	May 2022	3	0	0
RL Building Approx. 59% occupied ~ (55 of 93 units filled)	June 2022	3	0	0
	July 2022	3	0	0
	August 2022	3	0	0
RL Building Approx. 69% occupied ~ (64 of 93 units filled)	September 2022	3	0	0
	October 2022	3	0	0
	November 2022	3	0	0
	December 2022	3	0	0
	January 2023	2	0	0
	February 2023	2	0	0
	March 2023	2	0	0
	April 2023	2	0	0
	May 2023	2	0	0
	June 2023	2	0	0
	July 2023	2	0	0
	August 2023	2	0	0
	September 2023	2	0	0
RL Building Approx. 100% occupied ~ (93 of 93 units filled)	October 2023	2	0	0
	November 2023	0	0	0
	December 2023	0	0	0
		93	39	30

APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019

Milestone / Completion of AL / Memory Care (Phase 1)

Milestone / Completion of RL Building (Phase 1A)

Milestone / Completion of Skilled Nursing Addition (Phase 2)

Milestone / Completion of New Surface Parking Lot (Phase 3)

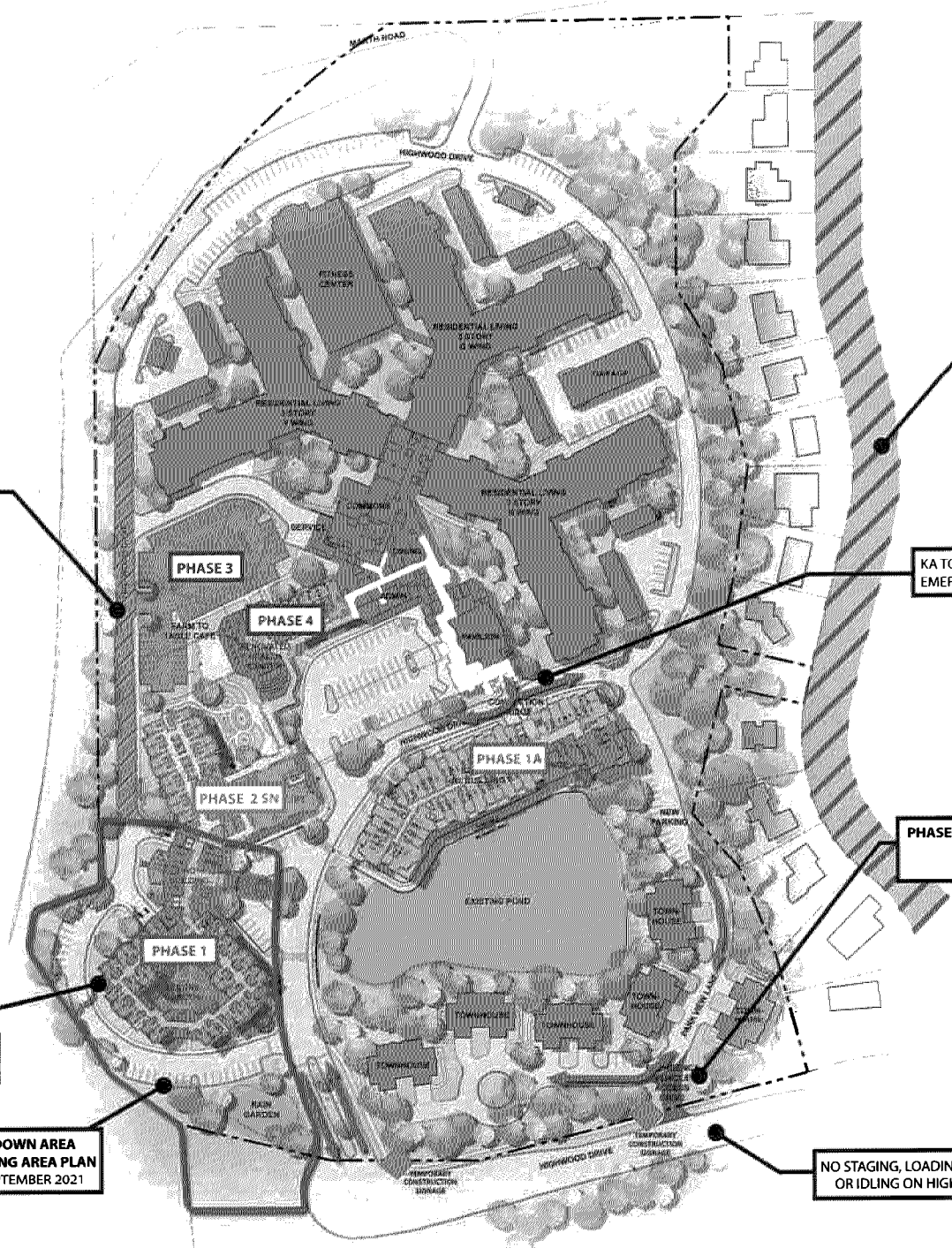
Milestone / Completion of Phase 4 Construction (Phase 4)

# EXHIBIT C

CASE FILE #PL2019-28

- PHASE 1 - HEALTH CARE CENTER (HCC)
- PHASE 1A - RESIDENTIAL LIVING (RL)
- PHASE 2 SN - SKILLED NURSING (SN)
- PHASE 3 - PARKING LOT
- PHASE 4 - HC/SN RENOVATION

APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019



NO CONSTRUCTION TRAFFIC OR PARKING

NO PARKING DURING CONSTRUCTION

KA TO COMMUNICATE WITH STAFF AND EMERGENCY RESPONDERS ON CLOSURES

**NOTE:**  
ALL DISCONNECTIONS COMPLETELY REVIEWED AND SIGNED OFF BY UTILITIES DIVISION PRIOR TO ANY DEMO.

PHASE 1 - NEW ROAD LINK FROM HIGHWOOD DR TO PARKVIEW LN  
AUGUST 2019 - SEPTEMBER 2019  
EARLY INSTALL

DEMO/SITE CONTROL  
AUGUST 2019 TO SEPTEMBER 2019

STAGING AND LAYDOWN AREA  
\*SEE ATTACHED STAGING AREA PLAN  
AUGUST 2019 TO SEPTEMBER 2021

➔ SHARED ACCESS (RESIDENT/CONSTRUCTION)  
➔ RESIDENT/VISITOR TRAFFIC

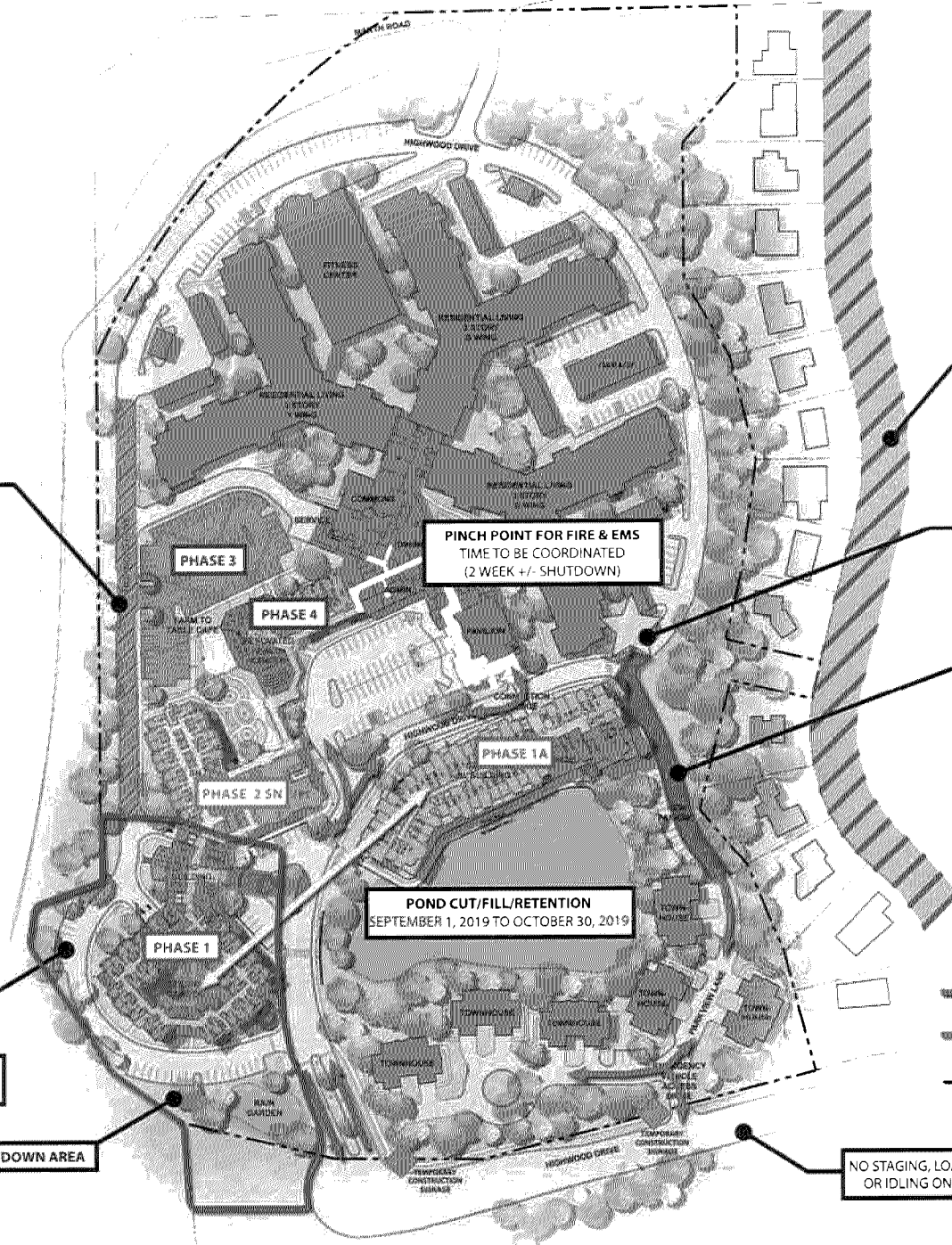
NO STAGING, LOADING/OFF-LOADING OR IDLING ON HIGHWOOD DRIVE



# EXHIBIT C

- PHASE 1 - HEALTH CARE CENTER (HCC)
- PHASE 1A - RESIDENTIAL LIVING (RL)
- PHASE 2 SN - SKILLED NURSING (SN)
- PHASE 3 - PARKING LOT
- PHASE 4 - HC/SN RENOVATION

APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019



NO PARKING DURING CONSTRUCTION

NO CONSTRUCTION TRAFFIC OR PARKING

PINCH POINT FOR FIRE & EMS  
TIME TO BE COORDINATED  
(2 WEEK +/- SHUTDOWN)

KA TO PROVIDE TEMPORARY FIRE  
HYDRANT AS NEEDED

PHASE 1 - UTILITY WORK  
SEPTEMBER 2019 - OCTOBER 2019

**NOTE:**  
ALL DISCONNECTIONS COMPLETELY  
REVIEWED AND SIGNED OFF BY UTILITIES  
DIVISION PRIOR TO ANY DEMO.

POND CUT/FILL/RETENTION  
SEPTEMBER 1, 2019 TO OCTOBER 30, 2019

EARTHWORK  
AUGUST 2019 TO OCTOBER 2019

- ➔ SHARED ACCESS (RESIDENT/CONSTRUCTION)
- ➔ RESIDENT/VISITOR TRAFFIC
- ➔ CONSTRUCTION TRAFFIC

STAGING AND LAYDOWN AREA

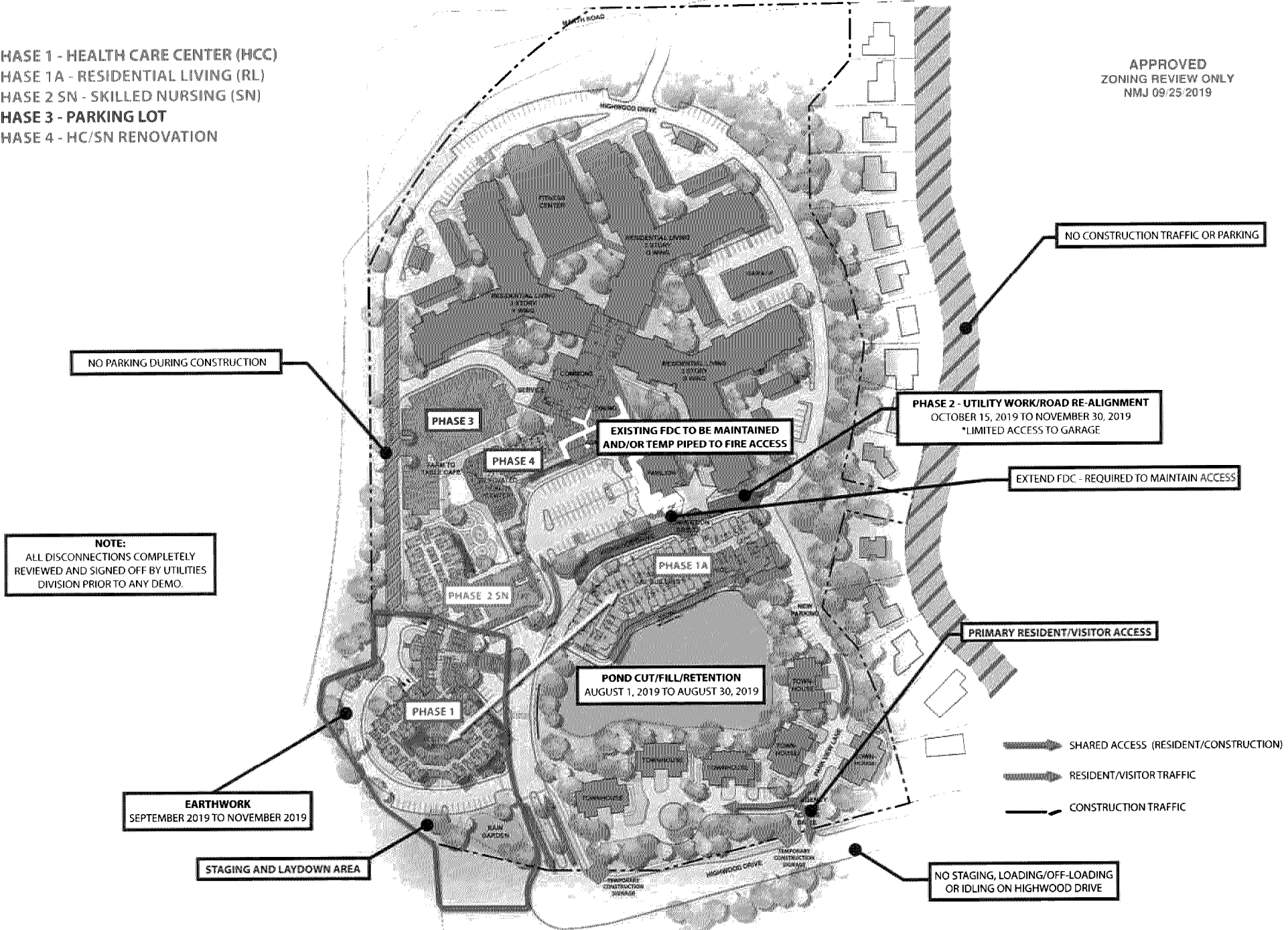
NO STAGING, LOADING/OFF-LOADING  
OR IDLING ON HIGHWOOD DRIVE

# EXHIBIT C

CASE FILE #PL2019-28

- PHASE 1 - HEALTH CARE CENTER (HCC)
- PHASE 1A - RESIDENTIAL LIVING (RL)
- PHASE 2 SN - SKILLED NURSING (SN)
- PHASE 3 - PARKING LOT
- PHASE 4 - HC/SN RENOVATION

APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019



NO PARKING DURING CONSTRUCTION

NO CONSTRUCTION TRAFFIC OR PARKING

**NOTE:**  
ALL DISCONNECTIONS COMPLETELY  
REVIEWED AND SIGNED OFF BY UTILITIES  
DIVISION PRIOR TO ANY DEMO.

**PHASE 2 - UTILITY WORK/ROAD RE-ALIGNMENT**  
OCTOBER 15, 2019 TO NOVEMBER 30, 2019  
\*LIMITED ACCESS TO GARAGE

EXISTING FDC TO BE MAINTAINED  
AND/OR TEMP PIPED TO FIRE ACCESS

EXTEND FDC - REQUIRED TO MAINTAIN ACCESS

PHASE 3

PHASE 4

PHASE 1A

PHASE 2 SN

PHASE 1

**POND CUT/FILL/RETENTION**  
AUGUST 1, 2019 TO AUGUST 30, 2019

PRIMARY RESIDENT/VISITOR ACCESS

**EARTHWORK**  
SEPTEMBER 2019 TO NOVEMBER 2019

STAGING AND LAYDOWN AREA

NO STAGING, LOADING/OFF-LOADING  
OR IDLING ON HIGHWOOD DRIVE

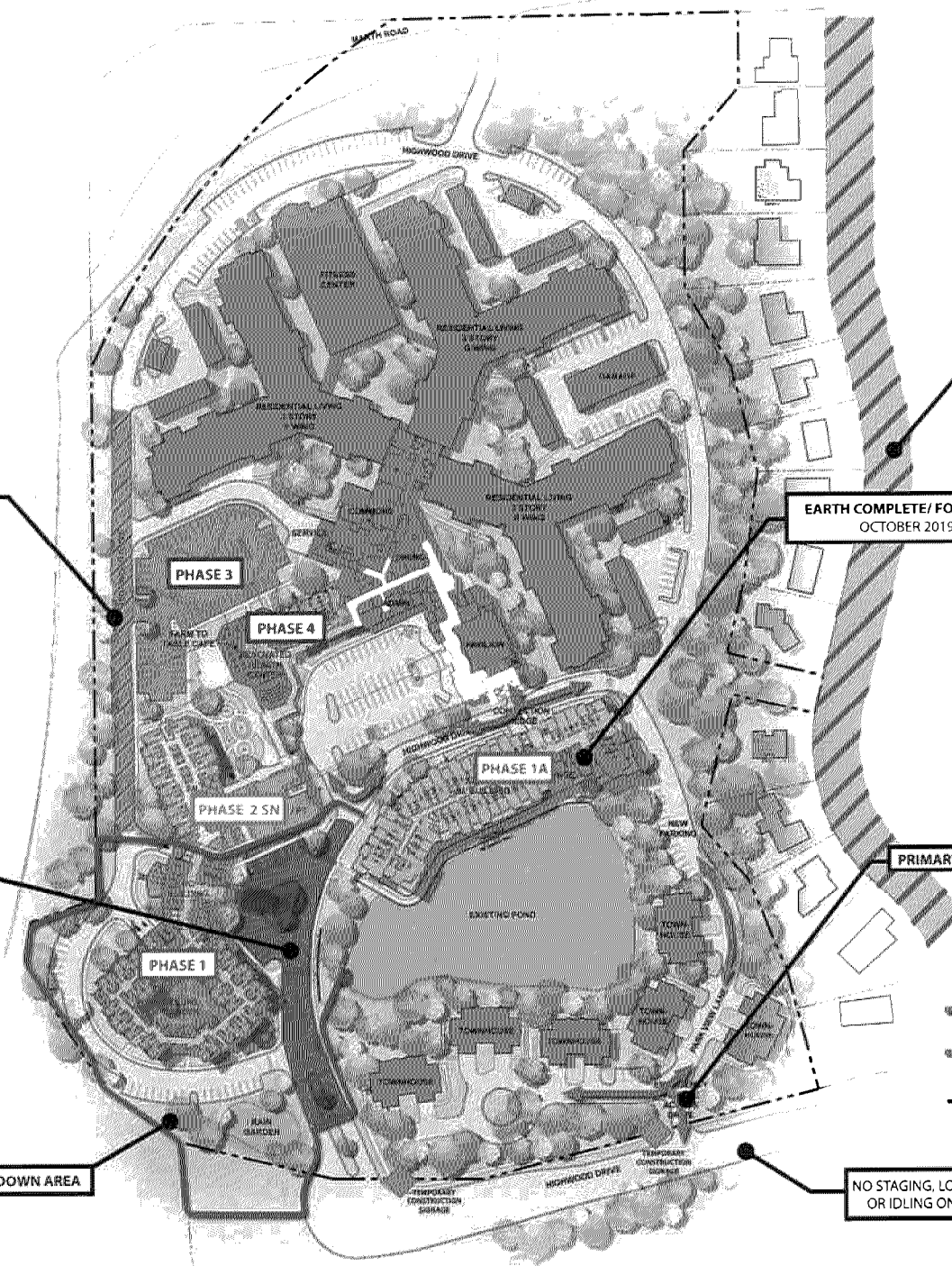
- SHARED ACCESS (RESIDENT/CONSTRUCTION)
- RESIDENT/VISITOR TRAFFIC
- CONSTRUCTION TRAFFIC

# EXHIBIT C

CASE FILE #PL2019-28

- PHASE 1 - HEALTH CARE CENTER (HCC)
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APPROVED  
ZONING REVIEW ONLY  
NMJ 09/25/2019



NO PARKING DURING CONSTRUCTION

NO CONSTRUCTION TRAFFIC OR PARKING

EARTH COMPLETE/ FOUNDATION WALLS POURED  
OCTOBER 2019 TO DECEMBER 2019

**NOTE:**  
ALL DISCONNECTIONS COMPLETELY  
REVIEWED AND SIGNED OFF BY UTILITIES  
DIVISION PRIOR TO ANY DEMO.

PHASE 2 - UTILITY WORK  
NOVEMBER 2019 to DECEMBER 2019

PRIMARY RESIDENT/VISITOR ACCESS

- ➔ SHARED ACCESS (RESIDENT/CONSTRUCTION)
- ➔ RESIDENT/VISITOR TRAFFIC
- ➔ CONSTRUCTION TRAFFIC

STAGING AND LAYDOWN AREA

NO STAGING, LOADING/OFF-LOADING  
OR IDLING ON HIGHWOOD DRIVE