



City of Duluth  
Planning Division

411 West First Street • Room 208 • Duluth, Minnesota 55802-1197  
218-730-5580 • Fax: 218-730-5904 • www.duluthmn.gov

An Equal Opportunity Employer

## ACTION OF THE CITY OF DULUTH PLANNING COMMISSION

**Date:** May 24, 2012

**Applicant:**

Mark Lambert  
Village Center Development LLC & Bluestone  
Commons LLC

**Location:**

Woodland School Site (201 Clover Street)

**Planning Commission File Number:**

PL 12-013 (R-P Plan). Related to PL 12-012  
(Rezoning to R-P)

**Proposal Requested:**

Applicant has submitted a Residential-Planned Regulating Plan for the property to be rezoned to the R-P Zone District.

The rezoning for the above matter came for hearing before the City of Duluth Planning Commission ("Commission") on Tuesday, March 27, 2012, notice of said hearing having been given to all interested parties in accordance with Section 50-37.10 of the Duluth Legislative Code. The applicants appeared and presented their request to the Commission. The Commission also received a report from Planning Division Staff. All other parties interested in the matter were given an opportunity to be heard.

The above matter then went before the City Council on April 9, 2012 and April 23, 2012; the City Council approved the rezoning as recommended by the Planning Commission

Upon review of the Residential-Planned Regulating Plan, the findings and conclusions:

**Conclusions:**

- A. The request is in harmony with the purposes and intent of the UDC.
- B. The request is consistent with the comprehensive plan.
- C. The request will allow reasonable use of the land.

**Resolved:** The request for a R-P Regulating Plan is approved with the following conditions;

- 1) The project be limited to, constructed, and maintained according to documents as to the Revised Regulating Plan Documentation Submitted on March 9, 2012, except as modified by: R-P Zoning and Regulating Plan Map L100 created January 24, 2012 and Received May 8, 2012; Phase 1R (West), 3R (West) and 3R (North) Elevations created May 7, 2012 and Received May 8, 2012; R-P Zoning and Regulating Plan Map L400 Snow Storage created January 24, 2012, and Supplemental Information Sections 50-14.7 (g 3, 4, and 10) Received March 19, 2012.
- 2) The applicant obtain all required City, State, and Federal permits and approvals for the project.
- 3) Applicant submit revised information that is approved by the Land Use Supervisor that shows:

- schematics indicating typical detail for trails and sidewalks in this development,
- fence or similar method to visually separate the four single family lots from the area setaside for tree preservation
- tree canopy coverage and internal landscaping percentage for each parking lot. Unless otherwise approved, all parking surfaces must meet the standards for landscaping in the UDC.

4) The applicant must apply for and receive an Interim Use Permit/Special Use Permit from the Duluth City Council before using the property in a way as identified as an special use and/or interim use in the Regulating Plan

5) Any other alterations to the approved plans that do not alter major elements of the plan may be approved by the Land Use Supervisor without further Planning Commission; however, no such administrative approval shall constitute a variance from the provisions of Chapter 50.

Decided at Duluth, Minnesota, on May 24th, 2012.

BY ORDER OF THE CITY PLANNING LAND USE SUPERVISOR

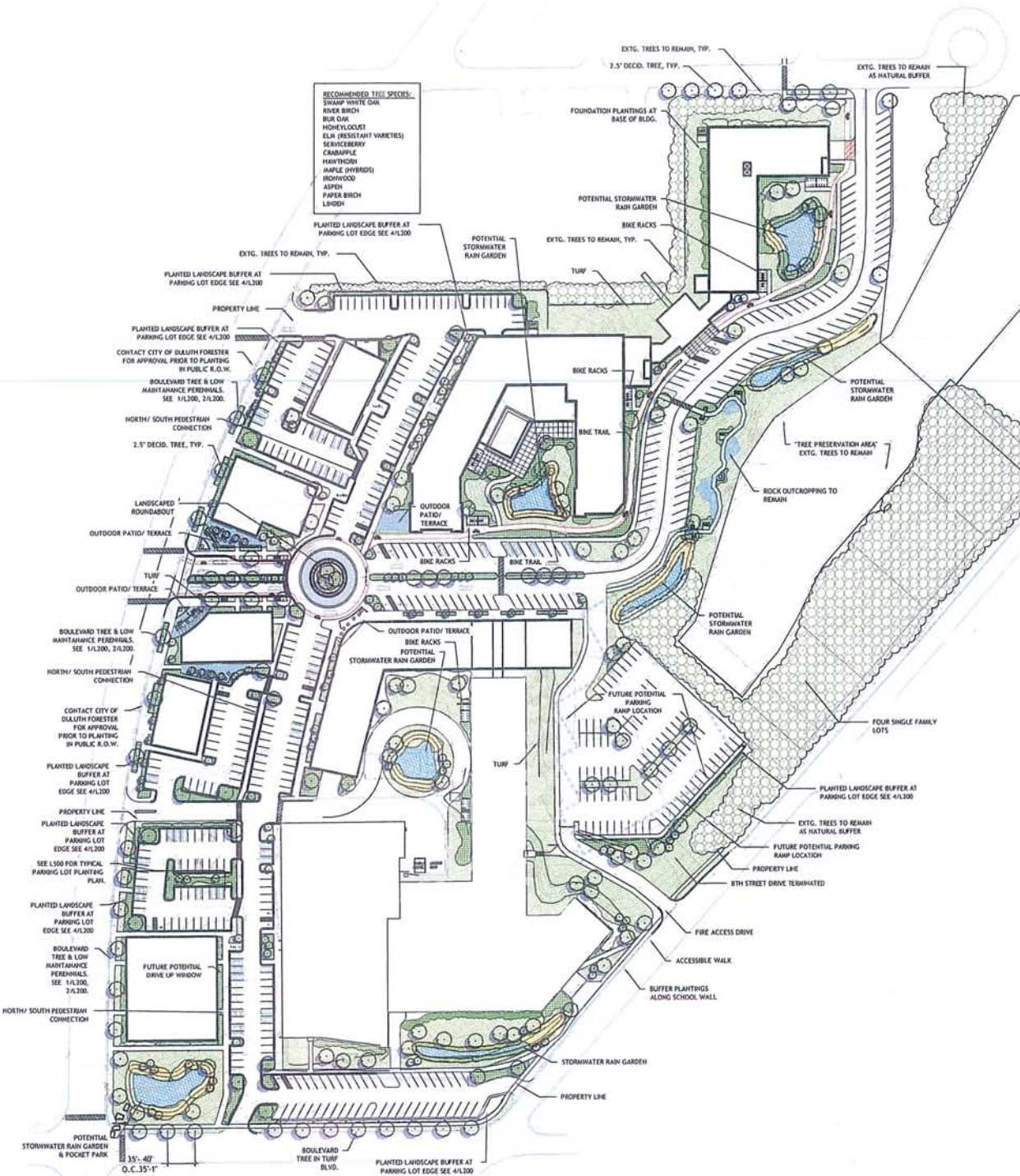


Keith Hamre, Interim Planning Manager

c: City Engineering Division  
Building Safety Division  
Todd Carlson, Utility Operations, Garfield

Attachments (note, complete file found on record)

- Landscape Plan L100, May 8, 2012
- Proposed RP Rezoning Map, March 7, 2012
- RP Text for 50-14.7(G)(2)-Setbacks
- RP Text for 50-14.7(G)(6)-Uses
- Phase 1R (West), 3R (West) and 3R (North) Elevations created May 7, 2012



**1 LANDSCAPE PLAN (ALL TREE LOCATIONS SUBJECT TO CHANGE BASED ON SITE CONDITIONS)**  
 1" = 60'-0"

Summary Table: Trees to be Preserved & Planted

Tree Category	Required	Preserved	Planted	Surplus	Total
Typical Tree > 2"	46	268	219	219	512
Decid. > 2"	309	178	12	12	501
Char. Significant	81	185	24	24	290

Landscape quantities shown on plan: see 3/L200 for species

quantity	description	size
260	Deciduous trees	2.5" (160) (158 tree credits) = 102 trees Req'd
2870	Shrubs	8" cont.
5872	Perennials	8" cont.
	Turf	

Summary Table: Trees Proposed for Landscape Credit

DBH of Preserved Tree (in)	# of Trees	Number of "Credits" Granted	Total Tree Credits
3-4.99	19	3	57
5-11.99	27	2	54
12-19.99	41	1	41
<b>Total Tree Landscape Credit (Granted Forward to Landscape Plan)</b>			<b>152</b>



**2 TREE PRESERVATION & PROPOSED LANDSCAPING**  
 1" = 60'-0"

eswelson swenson graham architects inc  
 500 WASHINGTON AVENUE SOUTH  
 MINNEAPOLIS, MINNESOTA 55415  
 TEL 612 339 5508  
 FAX 612 339 5382  
 WWW.ESGARCH.COM

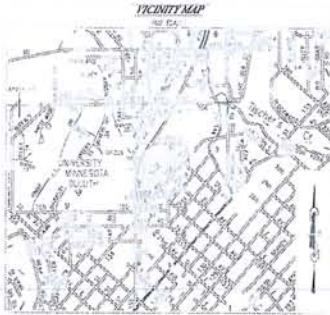
210410 BE  
 Project Number Drawn By  
 1-24-12  
 Date Checked By

Bluestone Commons  
 RP Zoning & Regulating Plans  
 Duluth, MN  
**L100**

# Proposed RP Rezone Map

Prepared For: VILLAGE CENTER DEVELOPMENT, LLC & BLUESTONE COMMONS, LLC

part of  
 MOTOR LINE DIVISION, MOUNT ROYAL DIVISION, CLOVER HILL DIVISION and WILLARD'S DIVISION  
 Section 14, T50N, R14W of the 4th P.M.  
 City of Duluth, St. Louis County, Minnesota



### DESCRIPTION:

- LOTS 1, 14, 15, 16 & EAST HALF OF 18, BLOCK 18, WILLARD'S ADDITION TO DULUTH
- LOT 1, BLOCK 6, MOUNT ROYAL DIVISION OF DULUTH AND LOT 2, BLOCK 18, WILLARD'S ADDITION TO DULUTH
- LOT 12 & WESTERN HALF OF 18, BLOCK 18, WILLARD'S ADDITION TO DULUTH
- LOTS 7 & 8, BLOCK 6, MOUNT ROYAL DIVISION OF DULUTH
- LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- ALL THAT PART OF EAST GRIGGS PLACE (A & A CORNER STREET), CLOVER HILL DIVISION OF DULUTH AND ALL THAT PART OF EAST GRIGGS PLACE (A & A CORNER STREET), MOTOR LINE DIVISION OF DULUTH (VIC EAST) OF THE SOUTHERLY LINE OF WOODLAND AVENUE, CLOVER HILL AND MOTOR LINE DIVISIONS OF DULUTH
- ALL THOSE PARTS OF PROSPECT AVENUE, MOUNT ROYAL DIVISION TO DULUTH AND PROSPECT AVENUE, MOUNT ROYAL DIVISION OF DULUTH (VIC SOUTHERLY OF THE SOUTHERLY LINE OF EDWARDS STREET, MOTOR LINE AND MOUNT ROYAL DIVISIONS OF DULUTH)
- 37TH AVENUE EAST, WILLARD'S DIVISION TO DULUTH, (VIC SOUTHERLY OF THE SOUTHERLY LINE OF EAST 8TH STREET, WILLARD'S DIVISION TO DULUTH)
- ALL THAT PART OF THE ALLEY BETWEEN BLOCKS 18 AND 9, CLOVER HILL DIVISION OF DULUTH FROM THE NORTHERLY LINE OF CLOVER STREET TO A LINE OF SOUTHERLY OF THE EASTERN PROPERTY LINE OF LOT 1, BLOCK 8, CLOVER HILL DIVISION OF DULUTH
- ALL THOSE LANDS ENCOMPASSED BY BUILDING LINES AFFECTING BLOCK TWO (2), PAR (2) AND EXHIBIT (B), CLOVER HILL DIVISION OF DULUTH
- THE NORTHERLY ONE-HALF OF THE ALLEY IN BLOCK 18, WILLARD'S DIVISION TO DULUTH
- THE NORTHERLY ONE-HALF OF THE ALLEY IN BLOCK 8, MOUNT ROYAL DIVISION TO DULUTH
- ALL THOSE PARTS OF CLOVER STREET AND EAST 8TH STREET, CLOVER HILL DIVISION OF DULUTH ADJACENT TO THOSE PARTS OF LOT 1, BLOCK 8, & SAID CLOVER HILL DIVISION OF DULUTH (VIC NORTHERLY OF THE NORTHERLY LINE OF CLOVER STREET EXTENSION AND NORTHERLY LINE OF THE NORTHERLY LINE OF EAST 8TH STREET EXTENSION)



MINIMUM DIMENSIONAL STANDARDS												
TRACT #	STRUCTURE HEIGHT	STRUCTURE SETBACKS	FRONT YARD	REAR YARD	SIDE YARD	MINIMUM DIMENSIONAL STANDARDS	TRACT #	STRUCTURE HEIGHT	STRUCTURE SETBACKS	FRONT YARD	REAR YARD	SIDE YARD
TRACT #1	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #2	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #3	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #4	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #5	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #6	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #7	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #8	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #9	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #10	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #11	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #12	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #13	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #14	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #15	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #16	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)
TRACT #17	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)	TRACT #18	25 FEET	FRONT YARD 20 FEET (0)	REAR YARD 5 FEET (0)	SIDE YARD 5 FEET (0)	WOODLAND AVE. FRONT YARD 5 FEET (0)

I hereby certify that this plan, specification, 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.  
 Professional Seal & Signature: [Signature]  
 Date: 2/2/22

SHEET 1 OF 1 SHEETS  
 DATE: 2/2/22  
 PROJECT: VILLAGE CENTER DEVELOPMENT, LLC & BLUESTONE COMMONS, LLC  
 DRAWING NO: 22-01-001

## REGULATING PLAN

50-14.7(G)(2)

UDC Section 50-14.7(G)(2) states that the applicant shall include the following information in the regulating plan:

“Lot sizes, widths, and building setbacks for all proposed development parcels.”

### Tract #

A.

1. Height: 75 Feet
2. Lot Size: 2.25 acres/ 97,804 sqft.
3. Width along Elizabeth Street: 429.8 Feet
4. Building Setback:
  - i. Front Yard: Elizabeth (N) 20 Feet
  - ii. Side Yard: (W) 20 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (S) 0 Feet

B.

1. Height: 75 Feet
2. Lot Size: .72 Acres/ 31,505 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: (SE) 20 Feet
  - ii. Side Yard: (NE) 0 Feet
  - iii. Side Yard: (SW) 0 Feet
  - iv. Rear Yard: (NW) 0 Feet

C.

1. Height: 75 Feet
2. Lot Size: 1.70 Acres/ 73,919 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: (S) 20 Feet
  - ii. Side Yard: (W) 0 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (N) 20 Feet

D.

1. Height: 75 Feet
2. Lot Size: 1.51 Acres/ 65,830 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: (S) 20 Feet
  - ii. Side Yard: (W) 0 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (N) 0 Feet

E.

1. Height: 75 Feet
2. Lot Size: .88 Acres/ 38,170 sqft.
3. Width along Woodland Avenue: 178.5 Feet
4. Building Setback:
  - i. Front Yard: (Woodland Ave. – W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

F.

1. Height: 75 Feet
2. Lot Size: .72 Acres/ 31,256 sqft.
3. Width along Woodland Avenue: 215.6 Feet
4. Building Setback:
  - i. Front Yard: (Woodland Ave.- W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

G.

1. Height: 75 Feet
2. Lot Size: .52 Acres/ 22,831 sqft.
3. Width along Woodland Avenue: 134.7 Feet
4. Building Setback:
  - i. Front Yard: (Woodland Ave.- W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

H.

1. Height: 75 Feet
2. Lot Size: .55 Acres/ 24,174 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: (N) 0 Feet
  - ii. Side Yard: (W) 0 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (S) 0 Feet

I.

1. Height: 75 Feet
2. Lot Size: .53 Acres/ 22,931 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: (N) 0 Feet
  - ii. Side Yard: (W) 0 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (S) 0 Feet

J.

1. Height: 75 Feet
2. Lot Size: .77 Acres/ 33,377 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: (W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

K.

1. Height: 75 Feet
2. Lot Size: .56 Acres/ 24,361 sqft.
3. Width along Woodland Avenue: 149.1 Feet
4. Building Setback:
  - i. Front Yard: (Woodland-W) 0 Feet
  - ii. Side Yard: (S) 0 Feet
  - iii. Side Yard (N) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

L.

1. Height: 75 Feet
2. Lot Size: .30 Acres/ 13,249 sqft.
3. Width along Woodland Avenue: 81.6 Feet
4. Building Setback:
  - i. Front Yard: (Woodland-W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

M.

1. Height: 75 Feet
2. Lot Size: .33 Acres/ 14,311 sqft.
3. Width along Woodland Avenue: 83 Feet
4. Building Setback:
  - i. Front Yard: (Woodland-W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

N.

1. Height: 75 Feet
2. Lot Size: .64 Acres/ 27,944 sqft.
3. Width along Woodland Avenue: 154.6 Feet
4. Building Setback:
  - i. Front Yard: (Woodland-W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet

O.

1. Height: 75 Feet
2. Lot Size: .32 Acres/ 13,856 sqft.
3. Width: (Woodland) 77 Feet / (Clover) 182.3 Feet
4. Building Setback:
  - i. Front Yard: (Woodland-W) 0 Feet
  - ii. Side Yard: (N) 0 Feet
  - iii. Side Yard: (S) 0 Feet
  - iv. Rear Yard: (E) 0 Feet



P.

1. Height: 75 Feet
2. Lot Size: 1.49 Acres/ 64,717 sqft.
3. Width along Clover Street: 157.6 Feet
4. Building Setback:
  - i. Front Yard: (Clover-S) 20 Feet
  - ii. Side Yard: (W) 0 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (N) 0 Feet

Q.

1. Height: 75 Feet
2. Lot Size: 2.40 Acres/ 104,420 sqft.
3. Width: (Clover) 114 Feet / (E. 8<sup>th</sup> Street) 298.8 Feet
4. Building Setback:
  - i. Front Yard: (Clover) 20 Feet/ (E 8<sup>th</sup> Street) 20 Feet
  - ii. Side Yard: (W) 0 Feet
  - iii. Side Yard: (E) 0 Feet
  - iv. Rear Yard: (N) 0 Feet

R.

1. Height: 75 Feet
2. Lot Size: 1.69 Acres/ 73,786 sqft.
3. Width along Clover Street: 304.8 Feet
4. Building Setback:
  - i. Front Yard: (SE) 20 Feet
  - ii. Side Yard: (SW) 0 Feet
  - iii. Side Yard: (NE) 0 Feet
  - iv. Rear Yard: (NW) 0 Feet

S. (Tree Preservation Area)

1. Height: 0 Feet
2. Lot Size: 2.99 Acres/ 130,050 sqft.
3. Width: (None- Interior Tract)
4. Building Setback:
  - i. Front Yard: None
  - ii. Side Yard: None
  - iii. Side Yard: None
  - iv. Rear Yard: None

T.

1. Height: 35 Feet
2. Lot Size: .28 Acres/ 12,109 sqft.
3. Width along East 8<sup>th</sup> Street: 116.7 Feet
4. Building Setback:
  - i. Front Yard: (SE) 20 Feet
  - ii. Side Yard: (NE) 10 Feet
  - iii. Side Yard: (SW) 10 Feet
  - iv. Rear Yard: (NW) 20 Feet

U.

1. Height: 35 Feet
2. Lot Size: .33 Acres/ 14,304 sqft.
3. Width along East 8<sup>th</sup> Street: 116.5 Feet
4. Building Setback:
  - i. Front Yard: (SE) 20 Feet
  - ii. Side Yard: (NE) 10 Feet
  - iii. Side Yard: (SW) 10 Feet
  - iv. Rear Yard: (NW) 20 Feet

V.

1. Height: 35 Feet
2. Lot Size: .34 Acres/ 14,999 sqft.
3. Width along East 8<sup>th</sup> Street: 116.6 Feet
4. Building Setback:
  - i. Front Yard: (SE) 20 Feet
  - ii. Side Yard: (NE) 10 Feet
  - iii. Side Yard: (SW) 10 Feet
  - iv. Rear Yard: (NW) 20 Feet

W.

1. Height: 35 Feet
2. Lot Size: .40 Acres/ 17,500 sqft.
3. Width along East 8<sup>th</sup> Street: 116.5 Feet
4. Building Setback:
  - i. Front Yard: (SE) 20 Feet
  - ii. Side Yard: (NE) 10 Feet
  - iii. Side Yard: (SW) 10 Feet
  - iv. Rear Yard: (NW) 20 Feet

## REGULATING PLAN

50-14.7(G)(6)

UDC Section 50-14.7(G) (6) states that the applicant shall include the following information in the regulating plan:

“6. Permitted and special uses for the site, which shall be consistent with those shown on Table 50-19.8”

Due to changing market conditions and the expected duration of the development timeline, the applicant is unable to predict the exact uses within the development site. The applicant proposes that the uses stated below be approved within the proposed development tracts (as indicated on Exhibit RP-1A). Items marked with “\*” denote uses that are not currently approved as “Permitted Uses” within RP Zoning.

### Tract Letter

#### A.

- a. Dwelling Multifamily
- b. University or college \*
- c. Retail Store Not Listed, Small
- d. Dwelling, Townhouse
- e. Residential Care Facility/ Assisted Living (7 or more)
- f. Rooming House (Dorm/ Live-Learn)
- g. Accessory recycling collection point
- h. Accessory Sidewalk Dining Area
- i. Accessory Solar or Geothermal Power Equipment
- j. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- k. Temporary construction office or yard
- l. Temporary real estate sales office (rental leasing)

#### B.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small

- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

C.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

D.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel

- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

E.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

F.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

G.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure

- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

H.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

I.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*

- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

J.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

K.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small



- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

L.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

M.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel

- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

N.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

O.

- a. Dwelling Multifamily
- b. Grocery Store, Small
- c. Hotel or Motel
- d. Medical or Dental clinic
- e. Office
- f. Offices; Bank\*
- g. Personal Service, small
- h. Retail Store Not Listed, Small
- i. Restaurant (no drive-in/ drive-through)
- j. Retail Store Not Listed; Large \*
- k. Rooming House (Dorm/ Live-Learn)
- l. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- m. Accessory recycling collection point
- n. Accessory Sidewalk Dining Area
- o. Accessory Solar or Geothermal Power Equipment
- p. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- q. Accessory uses and structures not listed elsewhere
- r. Temporary construction office or yard
- s. Temporary real estate sales office (rental leasing)

P.

- a. School, middle or high (until June, 2013)
- b. Daycare facility, large (15 or more)
- c. Dwelling Multifamily
- d. Food Beverage, and Indoor Entertainment; Theater\*
- e. Grocery Store, Small
- f. Medical or Dental clinic
- g. Office
- h. Offices; Bank\*
- i. Parking Lot or Parking Structure (Primary Use) \*
- j. Personal Service, small
- k. Personal Services and repair, Large \*
- l. Rooming House (Dorm/ Live-Learn)
- m. Retail Store Not Listed; Large \*
- n. Retail Store Not Listed, Small
- o. Restaurant (no drive-in/ drive-through)
- p. Theater
- q. University or college \*

- r. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- s. Accessory day care facility
- t. Accessory Solar or Geothermal Power Equipment
- u. Accessory Sidewalk Dining Area
- v. Accessory uses and structures not listed elsewhere
- w. Accessory recycling collection point
- x. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- y. Temporary real estate sales office (rental leasing)
- z. Temporary construction office or yard
- aa. Temporary moveable storage container

Q.

- a. School, middle or high (until June, 2013)
- b. Daycare facility, large (15 or more)
- c. Dwelling Multifamily
- d. Food Beverage, and Indoor Entertainment; Theater\*
- e. Grocery Store, Small
- f. Medical or Dental clinic
- g. Office
- h. Offices; Bank\*
- i. Parking Lot or Parking Structure (Primary Use) \*
- j. Personal Service, small
- k. Personal Services and repair, Large \*
- l. Rooming House (Dorm/ Live-Learn)
- m. Retail Store Not Listed; Large \*
- n. Retail Store Not Listed, Small
- o. Restaurant (no drive-in/ drive-through)
- p. Theater
- q. University or college \*
- r. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- s. Accessory day care facility
- t. Accessory Solar or Geothermal Power Equipment
- u. Accessory Sidewalk Dining Area
- v. Accessory uses and structures not listed elsewhere
- w. Accessory recycling collection point
- x. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- y. Temporary real estate sales office (rental leasing)
- z. Temporary construction office or yard

aa. Temporary moveable storage container

R.

- a. School, middle or high (until June, 2013)
- b. Daycare facility, large (15 or more)
- c. Dwelling Multifamily
- d. Food Beverage, and Indoor Entertainment; Theater\*
- e. Grocery Store, Small
- f. Medical or Dental clinic
- g. Office
- h. Offices; Bank\*
- i. Parking Lot or Parking Structure (Primary Use) \*
- j. Personal Service, small
- k. Personal Services and repair, Large \*
- l. Rooming House (Dorm/ Live-Learn)
- m. Retail Store Not Listed; Large \*
- n. Retail Store Not Listed, Small
- o. Restaurant (no drive-in/ drive-through)
- p. Theater
- q. University or college \*
- r. Vehicle related; Automobile and light vehicle sales, rental or storage\*
- s. Accessory day care facility
- t. Accessory Solar or Geothermal Power Equipment
- u. Accessory Sidewalk Dining Area
- v. Accessory uses and structures not listed elsewhere
- w. Accessory recycling collection point
- x. Accessory Minor Utility and accessory wireless antennas attached to existing structure
- y. Temporary real estate sales office (rental leasing)
- z. Temporary construction office or yard
- aa. Temporary moveable storage container

S.

a. *None*

T.

- a. Dwelling, One Family
- b. Dwelling, Two-Family
- c. Dwelling, Townhouse
- d. Accessory recycling collection point

- e. Accessory Solar or Geothermal Power Equipment
- f. Accessory uses and structures not listed elsewhere

U.

- a. Dwelling, One Family
- b. Dwelling, Two-Family
- c. Dwelling, Townhouse
- d. Accessory recycling collection point
- e. Accessory Solar or Geothermal Power Equipment
- f. Accessory uses and structures not listed elsewhere

V.

- a. Dwelling, One Family
- b. Dwelling, Two-Family
- c. Dwelling, Townhouse
- d. Accessory recycling collection point
- e. Accessory Solar or Geothermal Power Equipment
- f. Accessory uses and structures not listed elsewhere

W.

- a. Dwelling, One Family
- b. Dwelling, Two-Family
- c. Dwelling, Townhouse
- d. Accessory recycling collection point
- e. Accessory Solar or Geothermal Power Equipment
- f. Accessory uses and structures not listed elsewhere



Phase 1R: Residential over Parking  
(West) Elevation

MAY 7, 2012



BLUESTONE COMMONS  
Duluth, Minnesota

Elevation





Cast stone brick base

Landscape berm

Parapet walls w/ 2'-4" steps provide screening for mechanical

3-ft bay projections

3 1/2 story brick expression

Glass lantern bay at study lounges

Marquee canopy at entry

Sculpture at Round About

75'

Curved

148'

Residential Phase 3-R (West Elevation)

Summit Street

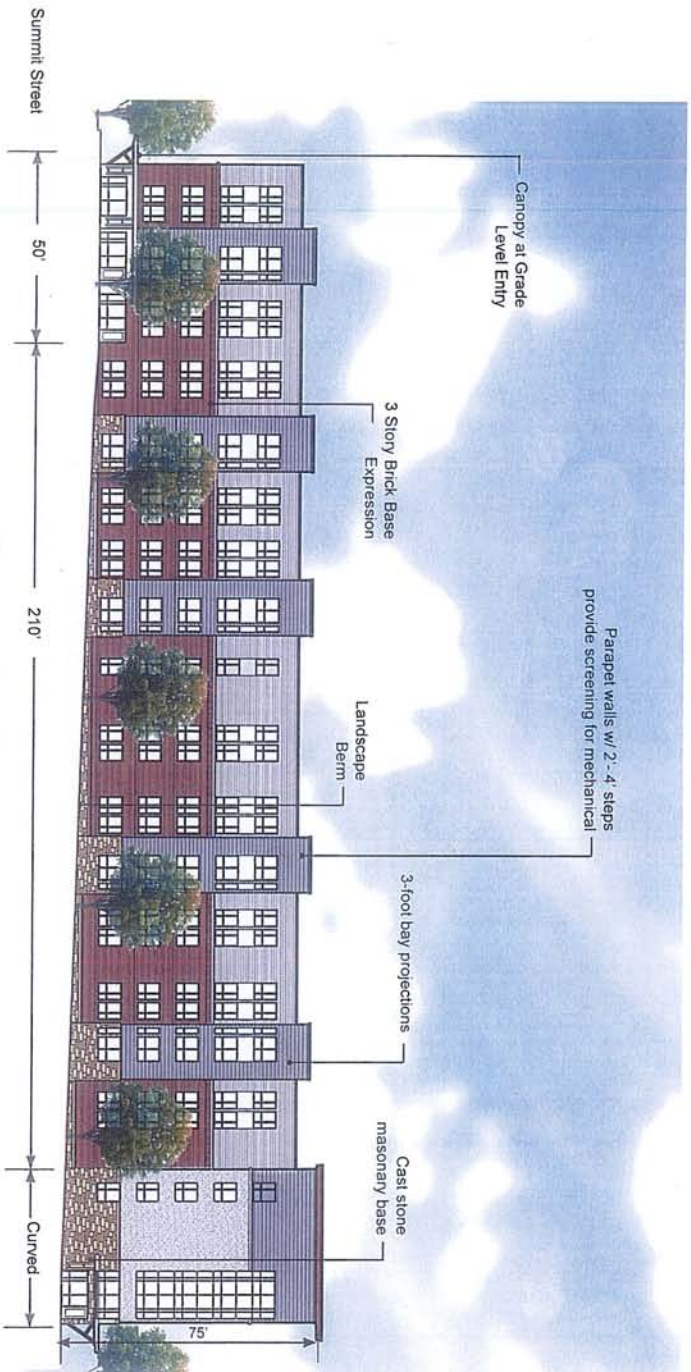
MAY 7, 2012



BLUESTONE COMMONS  
Duluth, Minnesota

Elevation





Phase 3R: Residential over Parking  
(North) Elevation

MAY 7, 2012



BLUESTONE COMMONS  
Duluth, Minnesota

Elevation

4/19/12

Woodland Middle School

Regulating Plan

Applicants: BlueStone Commons, LLC, Village Center Development, LLC, Woodland Commons, LLC

Supplemental Information: Regulating Plan Sections 50-14.7(g) (3), (4) and (10)

Visitors to the property would possess an implied license to enter onto the privately owned land in order to use and enjoy the shops, restaurants, and common open space (trails, sidewalks, bicycle areas and parking areas).

In the case of the private roads within the community, the roads would be maintained by the owner, but the city would possess a public access and utility easement over and under Summit Street.

With respect to sidewalks, trails, bike lanes and open space within the development, the public would have access to reasonable use of those thoroughfares. Members of the public would only lose the right to utilize those thoroughfares if they committed acts which are deemed unlawful, or unreasonably disturbed, harassed or offended other members of the public, the management, or the tenants of either the retail or residential buildings.

**First Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)**

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

8-27-2012

**1. Purpose**

This amendment relates to temporary signage erected for the benefit of leasing and construction activities at the 22 acre BlueStone site as defined in the Regulating Plan, approved May 24<sup>th</sup>, 2012 (formerly the Woodland Middle School, the vacant land, and single family houses along Woodland Avenue) (collectively known as the "BlueStone Site").

**2. Sign Locations**

BlueStone Commons, LLC, Village Center Development, LLC and Woodland Commons, LLC, together with their agents, affiliates, assignees and successors (the "Applicants") may erect temporary signage throughout the BlueStone Site ("Temporary Signage").

**3. Setback**

Temporary Signage may be erected on a BlueStone Site parcel at setback equal to the lot setback for that development parcel as defined in the Regulating Plan (Approved May 24<sup>th</sup>, 2012).

**4. Size**

Each sign discussed herein shall be no more than 6 feet tall x 10 feet wide.

**5. Period of Use**

Temporary Signage may remain at the BlueStone Site during periods of leasing and/or construction activities.

**6. Permit**

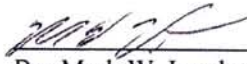
No permit shall be required to erect Temporary Signage within the BlueStone Site.

BlueStone Commons, LLC



By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC



By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC



By: Mark W. Lambert  
Its: Chief Manager

By order of the City Planning and Land Use Supervisor



Keith Hamre, Interim Planning Manager

## Second Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

12-21-2012

### **1. Purpose**

This amendment relates to a change in the building elevation, bedroom and unit count, and parking requirements of Phase 1R of the BlueStone Development (“BlueStone Lofts”).

### **2. Building Size**

Per the attached Building Permit Set (dated 12/7/2012, and attached as Exhibit A), the BlueStone Lofts will no longer contain five stories of housing with two levels of underground parking. BlueStone Lofts will now be comprised of a four story building with one level of underground parking. The building will contain 99 units, 293 bedrooms and 363 beds. This change was made in consultation with industry and market experts and will aid in the success of building leasing.

### **3. Parking**

BlueStone Lofts will continue to utilize the “.56 per bedroom” parking requirement approved under the Regulating Plan. However, due to a decrease in the number of bedrooms at BlueStone Lofts, the total number of parking spaces will also decrease.

Per the attached Parking Map (attached as Exhibit B), BlueStone Lofts will now provide 91 underground parking stalls on one level of underground parking. Additionally, BlueStone Lofts will provide 81 surface parking spaces along the exterior of the building site. The total number of parking spaces required under the parking ratio of .56 per bedroom is 166 stalls. At this time, it is estimated that BlueStone Lofts will possess 172 parking spaces.

### **4. Minor Alterations Due to Field Design**

The final number of constructed parking spaces at BlueStone Lofts may increase or decrease due to “field design” completed in consultation between the BlueStone Lofts owner, architect, civil engineer and general contractor. Regardless of any de minimus increase or decrease in final parking counts, BlueStone Lofts will abide by the “.56 per bedroom” parking requirement approved under the Regulating Plan, and will notify the City Planning Department following any final adjustments. The applicants shall possess the ability, following the field design process, to

designate and execute cross-easements for parking between individual tracts contained within the master BlueStone Site in order to meet and/ or exceed the “.56 per bedroom” parking requirement approved under the Regulating Plan.

BlueStone Commons, LLC

  
By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC

  
By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC

  
By: Mark W. Lambert  
Its: Chief Manager

By order of the Land Use Supervisor

  
Chuck Froseth, Land Use Supervisor

## **Third Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)**

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

June 19, 2013

### **I. Purpose**

This amendment relates to the depiction of Tracts E, F, G, K, and L contained within the 22.25 acre BlueStone site plan (the "Site Plan") contained within the Regulating Plan, approved May 24<sup>th</sup>, 2012 (formerly the Woodland Middle School, the vacant land, and single family houses along Woodland Avenue) (collectively known as the "BlueStone Site"), and amended on 8-27-2012 relating to temporary signage ("First Amendment") and again on 12-21-2012 relating to an amended site plan ("Second Amendment").

Following leasing discussions with third party retailers and changing market conditions, the BlueStone Site Plan has been modified and updated. These changes include the temporary removal of the northernmost retail building located along Woodland Avenue from the Site Plan and its designation as "Future Retail", and the joining of the two retail buildings located at the southeast intersection of Summit Street and Woodland Avenue, all as generally depicted and highlighted in red on the attached Exhibit A.

Additionally, after discussions between the City of Duluth Planning Department and the Applicants, it has been determined that the Permitted Use Table governing RP Zoning Districts contained within the Duluth Unified Development Chapter, and incorporated within the approved Regulating Plan for the BlueStone Site, does not sufficiently address the Applicants' proposed use of "Coffee Drive-Thru".

In order for the Applicants to proceed with the leasing of phase 1 of the BlueStone Site retail center, Shops at BlueStone, the City of Duluth and the Applicants therefore seek to clarify the permitted uses allowed under the Applicants' Regulating Plan.

### **2. Amendment of Regulating Plan: Site Plan**

With respect to Tracts E, F, G, K and L, the approved Site Plan contained within the Applicants' Regulating Plan is hereby amended to include the attached Exhibit A.

### **3. Amendment to the Regulating Plan: Permitted Use Statement.**

The Permitted Use Statement contained within Section 6 of the BlueStone Commons Regulating Plan shall state "Coffee Drive-Thru" as a permitted use for Tracts K and L of the BlueStone Site.

### **4. Minor Alterations Due to Field Design**

Unless amended further, the BlueStone Site will be constructed in accordance with the Site Plan. The final design of the BlueStone Site will be completed after consultation between the BlueStone Lofts owner, architect, civil engineer and general contractor, and may contain de minimis adjustments due to field design. The Applicants shall notify the City Planning Department following any final de minimis adjustments. Changes constituting significant variation from the new Site Plan shall be approved in writing by the Land Use Supervisor.

**5. Authority.**

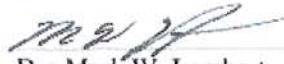
These alterations do not constitute a variance from the provisions of Chapter 50 of the Unified Development Chapter.

BlueStone Commons, LLC, a Minnesota  
Limited liability company



By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC, a  
Minnesota limited liability company



By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC, a Minnesota  
limited liability company



By: Mark W. Lambert  
Its: Chief Manager

By order of the City Planning and Land Use Supervisor



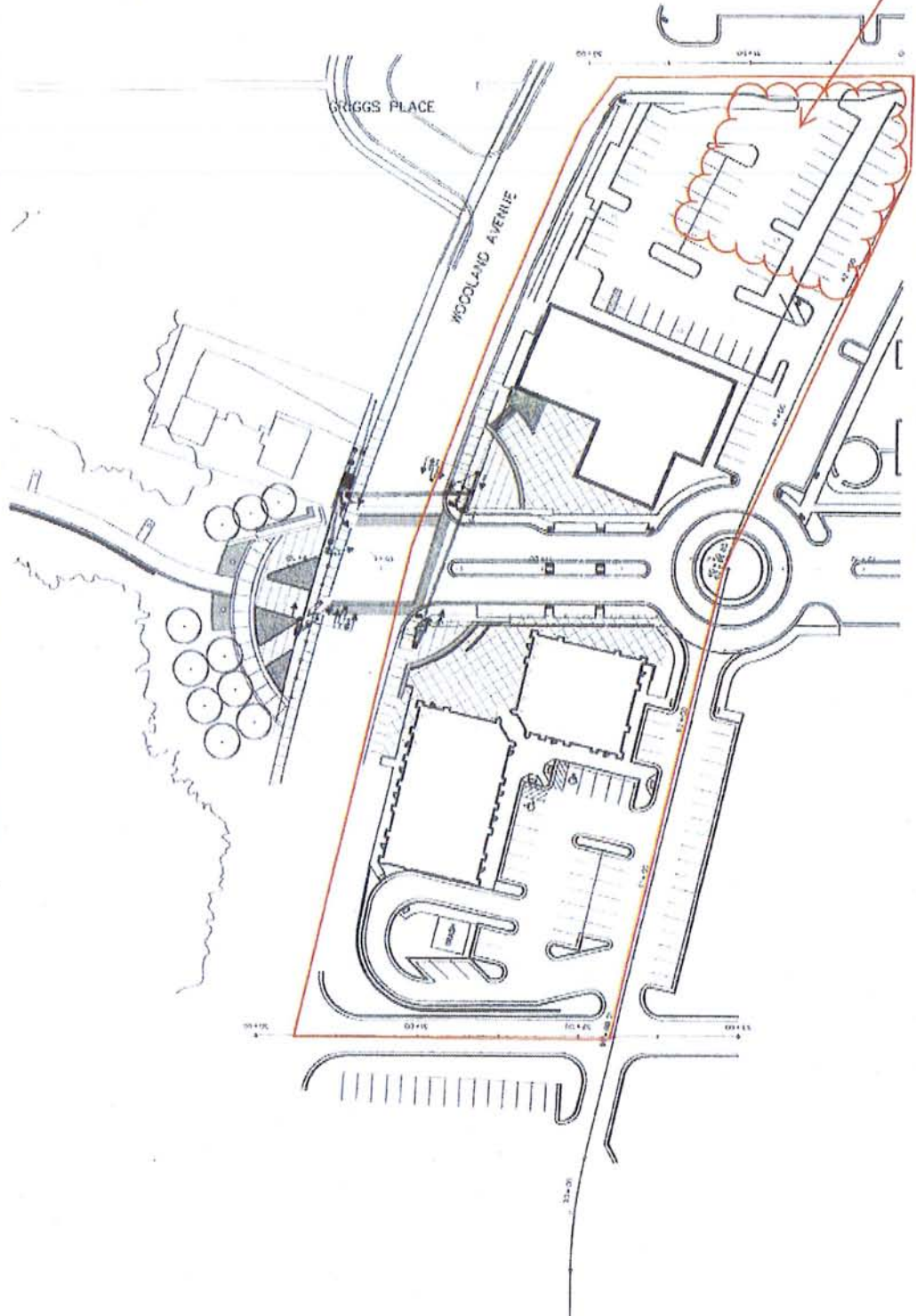
Charles Froseth, Land Use Supervisor




Keith Hamre, Director of Planning and Construction Services



# Exhibit A



Possible future retail phase

 <b>SEH</b>	FILE NO.	OVERALL EXHIBIT	EXHIBIT
	BLUST 120755	UMD / BLUESTONE CONNECTION	NO. 1
DATE: 5/7/4/13			
<small>ARCH: 01/23/13 410 W. STATE ST., 5TH FLOOR DULUTH, MN 55802-1513 www.sehinc.com</small>			

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR VERIFYING ALL INFORMATION AND DATA PROVIDED TO SEH.

## **Fourth Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)**

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

June 5, 2014

### **1. Purpose**

This amendment is for purposes of updating the BlueStone Regulating Plan approved May 24, 2012, amended by that certain First Amendment dated August 27, 2012, that certain Second Amendment dated December 21, 2012 and that certain Third Amendment dated June 19, 2013, and as ratified by City of Duluth Ordinance No. 10271 dated December 16, 2013 (collectively, the "Regulating Plan") to incorporate completed phases and updated site plans.

The Applicant has completed construction of those phases identified in the phasing plan attached to the Regulating Plan as Phase 1R (BlueStone Lofts) and Phases 3C and 4C (Shops at BlueStone) and is proceeding to completion of construction of those phases identified as Phases 1C and 2C (Shops at BlueStone II/Tavern on the Hill). In connection with the completion of these Phases, the Applicant has obtained or caused to be obtained all necessary permits or other approvals from the City of Duluth, and the City and the Applicant now wish to incorporate the updated site, as-built, lighting and landscaping plans into the Regulating Plan.

### **2. Amendment to the Regulating Plan – Phasing Site Plans**

The following attachments shall supplement and update the original phasing and site plans included in the Regulating Plan for the referenced Phases:

- Exhibit A – Phase 1R (BlueStone Lofts) final ALTA survey and site plan
- Exhibit B – Phases 1C and 2C (Shops at BlueStone II/Tavern on the Hill) permitted site plan
- Exhibit C – Phases 3C and 4C (Shops at BlueStone) final site plan

### **3. Amendment to the Regulating Plan – Lighting and Landscaping Plans**

The following attachments shall replace their original counterparts included in the Regulating Plans:

- Exhibit D – Lighting plans and drawings
- Exhibit E – Landscaping plans

### **4. Authority.**

These alterations do not alter major elements of the approved Regulating Plan and do not constitute a variance from the provisions of Chapter 50 of the Unified Development Chapter.

[Signatures on the Following Page]

[Signature Page to Fourth Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)]

BlueStone Commons, LLC, a Minnesota  
Limited liability company



By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC, a Minnesota  
limited liability company



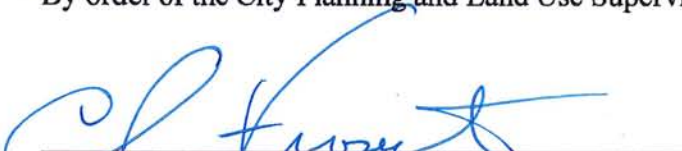
By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC, a Minnesota limited  
liability company



By: Mark W. Lambert  
Its: Chief Manager

By order of the City Planning and Land Use Supervisor

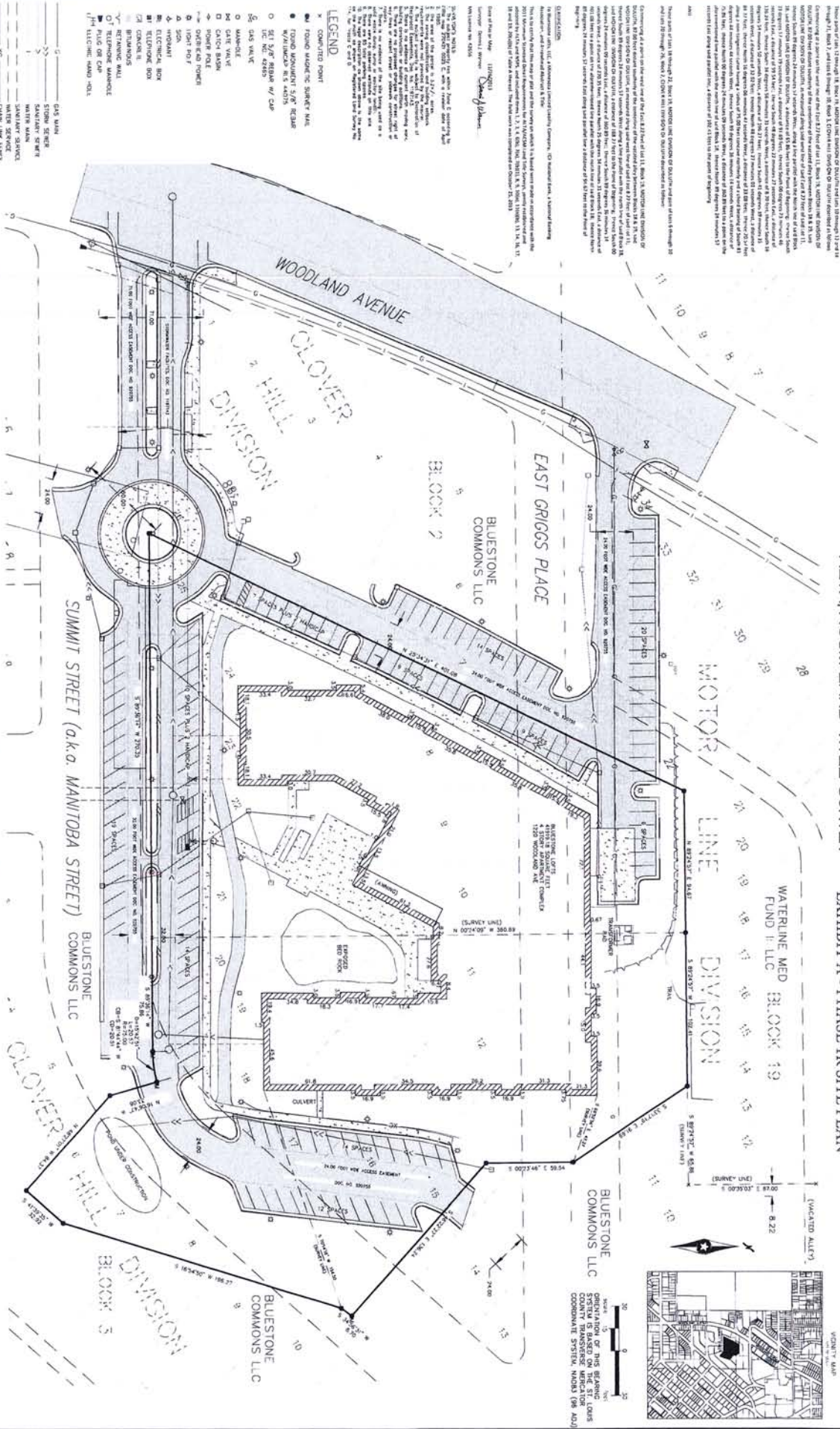
  
\_\_\_\_\_  
Charles Froseth, Land Use Supervisor  
\_\_\_\_\_  
Keith Hamre, Director of Planning and Construction Services

DATE: 11/27/2013 10:36 AM  
 DRAWN BY: TYNGSDL  
 CHECKED BY: KSA  
 SURVEY TEAM: TYNGSDL

# ALTA/ACSM LAND TITLE SURVEY EXHIBIT A - PHASE 1R SITE PLAN

BLUESTONE COMMONS LLC

DATE	11/27/2013
DRAWN BY	TYNGSDL
CHECKED BY	KSA
SURVEY TEAM	TYNGSDL
NO. OF SHEETS	1
DATE	
REGIONS	
CLIENT CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN. _____ DATE: 11/27/2013 STATE: MICHIGAN, U.S. LICENSE NO.: 1382934	
SEH 4100 E. 21ST ST., SUITE 200 ANN ARBOR, MI 48106-1512 TEL: 734.769.8888 FAX: 734.769.8898	
Bluestone Lofts, LLC	ALTA/ACSM LAND TITLE SURVEY
FILE NO.	BLUST0005
1	



**LEGEND**

- X CONTROL POINT
- FOUND MONUMENT 5/8" REBAR
- FOUND MONUMENT 5/8" REBAR W/ALUMINUM N.S. 4X20'S
- SET 3/8" REBAR w/ CAP
- UC NO. 4288'S
- GAS VALVE
- MANHOLE
- CAT WALK
- POWER POLE
- OVERHEAD POWER
- LIGHT POLE
- SIGN
- TECHNICAL BOX
- ELECTRICAL BOX
- CONC. II
- BRICKWORK
- RETAINING WALL
- FENCE
- FENCE
- FENCE

**PLAN NOTES**

1. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MICHIGAN SURVEYING ACT (207.1-207.30) AND THE MICHIGAN BOARD OF SURVEYING ENGINEERS (MBS) RULES AND REGULATIONS. THE SURVEY WAS PERFORMED USING GPS SURVEYING TECHNIQUES AND THE RESULTS WERE CHECKED BY TWO LICENSED SURVEYORS.

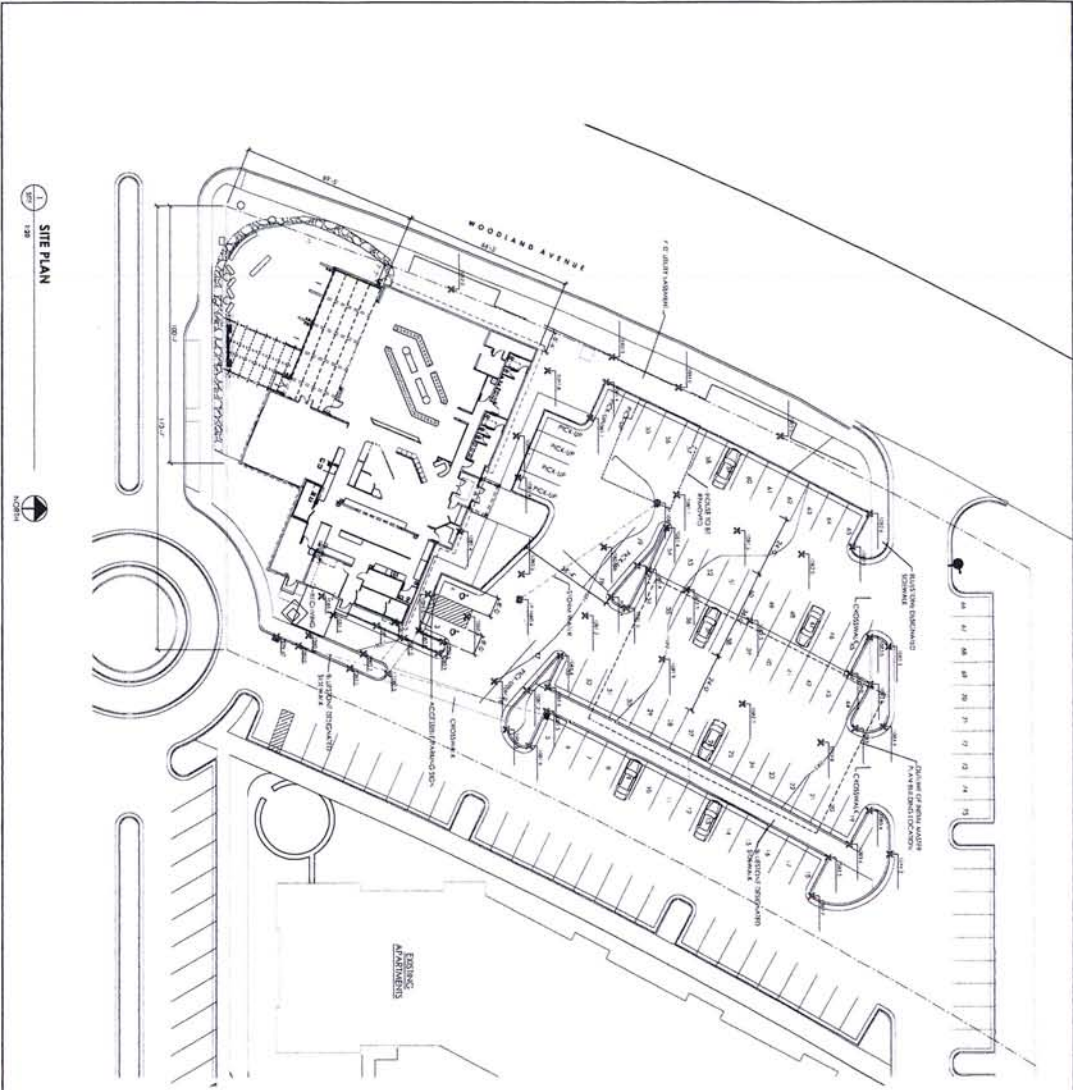
2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE NEAREST TENTH OF AN INCH.

3. THE SURVEY WAS PERFORMED ON 11/27/2013. THE WEATHER WAS CLEAR AND THE VISIBILITY WAS EXCELLENT.

4. THE SURVEY WAS PERFORMED AT THE REQUEST OF BLUESTONE COMMONS LLC. THE CLIENT HAS REVIEWED AND APPROVED THIS PLAN.

5. THIS PLAN IS THE PROPERTY OF SEH SURVEYING ENGINEERS, P.C. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SEH SURVEYING ENGINEERS, P.C.

6. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MICHIGAN SURVEYING ACT (207.1-207.30) AND THE MICHIGAN BOARD OF SURVEYING ENGINEERS (MBS) RULES AND REGULATIONS. THE SURVEY WAS PERFORMED USING GPS SURVEYING TECHNIQUES AND THE RESULTS WERE CHECKED BY TWO LICENSED SURVEYORS.



1 SITE PLAN



EXHIBIT B PHASES 1C AND 2C SITE PLAN

<b>SITE</b> <small>PROJECT NO.</small> <small>DATE</small>	<b>TAVERN on the HILL</b> 1102 WOODLAND AVENUE DULUTH, MINNESOTA	<small>PROJECT NUMBER</small> 13.9025	<small>I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.</small> Robert W. Prastlge <small>Signature</small> <small>Date</small> _____ License # 7096									
	<small>OWNER</small> BLACK & BLOTT, LLC - 230 EAST SUPERIOR STREET - DULUTH, MINNESOTA	<small>ISSUE DATE</small> NOVEMBER 27, 2013		<small>REVISIONS</small> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>								

EXHIBIT C - PHASES 3C AND 4C SITE PLAN

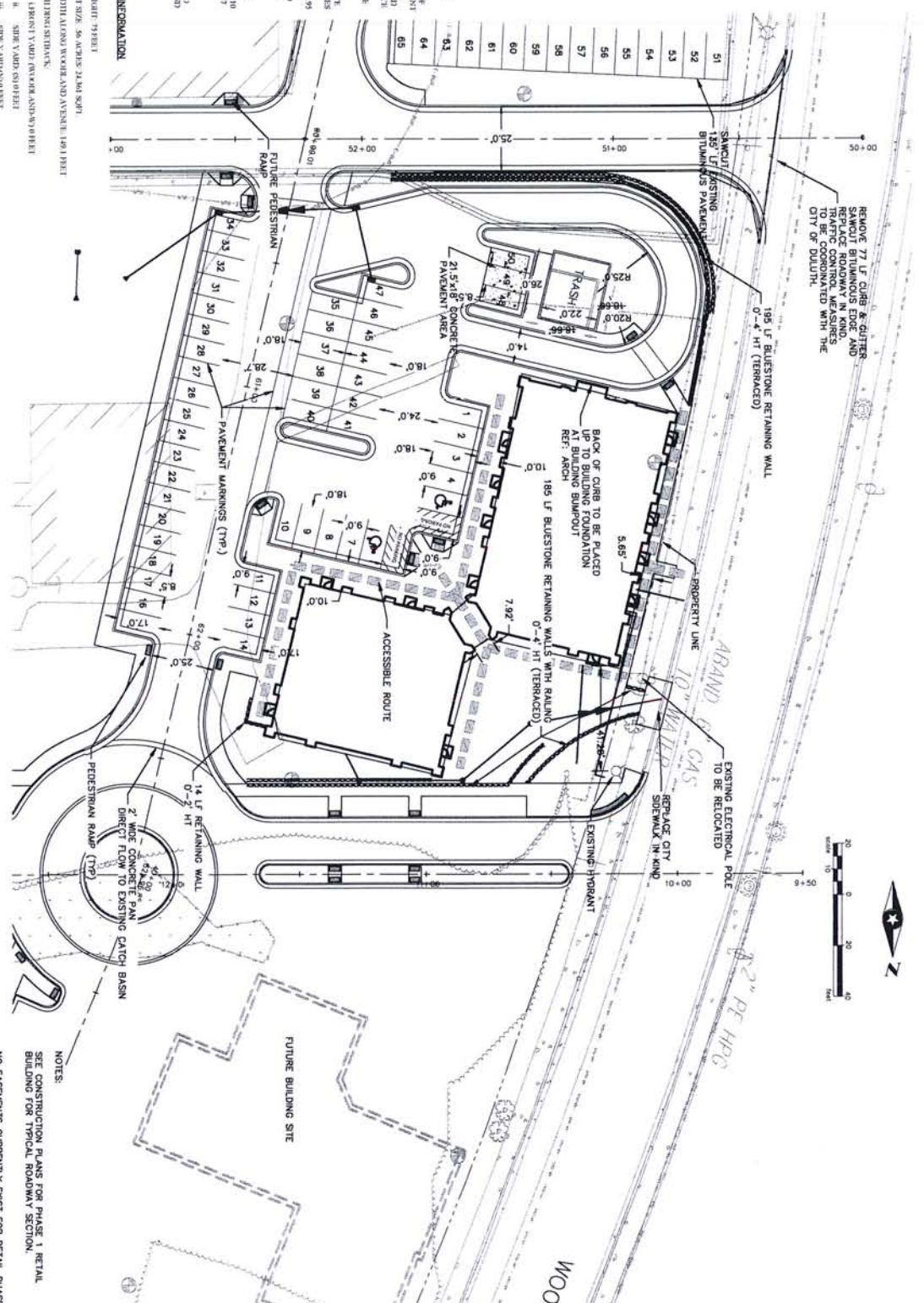
TRACT 4C

AREAS & BOUNDING DISCRESSION

CHANGING AT A POINT ON THE WEST LINE OF THE EAST 42 FEET OF LOT 11, BLOCK 16, ADJOINING THE DIVISION OF DELTA... PART OF BLOCK 5 AND 3, CLAYER HILL DIVISION OF DELTA...

AREAS & BOUNDING DISCRESSION

CHANGING AT A POINT ON THE WEST LINE OF THE EAST 42 FEET OF LOT 11, BLOCK 16, ADJOINING THE DIVISION OF DELTA... PART OF BLOCK 5 AND 3, CLAYER HILL DIVISION OF DELTA...



DESIGNER:	1	DATE:	09/27/13
CHECKED BY:	MD		
DESIGN TEAM:	NO		

PROJECT NO.:	0906709273	PHASE:	RESIDENTIAL TO BUILDING SAFETY
DATE:	09/27/13	REVISION:	UPDATED TRASH ENCLOSURE

DATE:	07/23/2013	SCALE:	AS SHOWN
PROJECT NO.:	0906709273		

PROF. SEAL:	SEH	DATE:	07/23/2013
PROF. NO.:	10485		

PROJECT NO.:	0906709273	SCALE:	AS SHOWN
DATE:	07/23/2013		

NO EASEMENTS CURRENTLY EXIST FOR RETAIL PHASE 1.

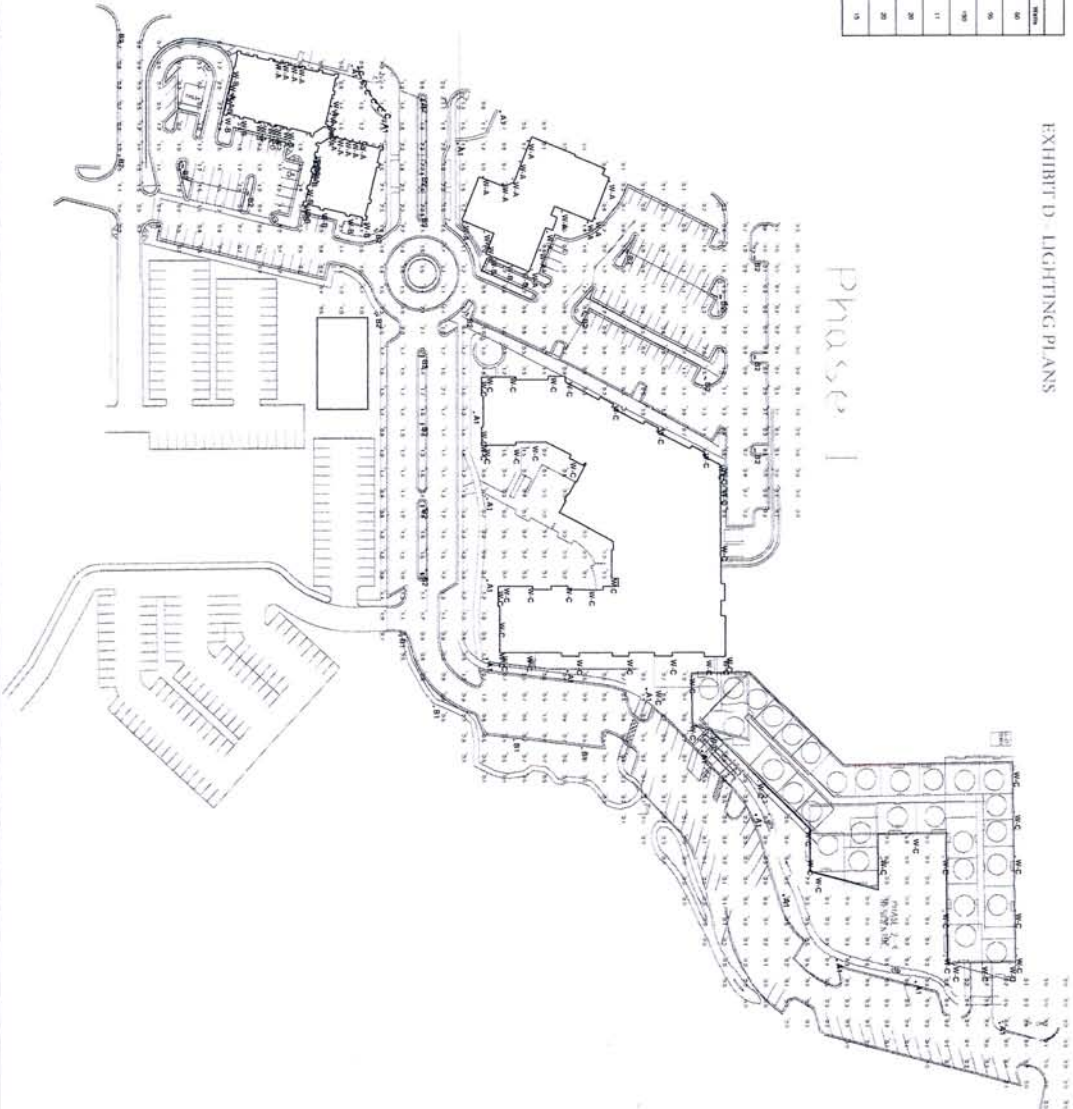
SHOPS AT BLUESTONE

LAYOUT PLAN

1/12

LUMINAIRE SCHEDULE					
Symbol	Label	Qty	Control	Manufacturer	Notes
⊙	W-1	16	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 16
⊙	W-2	4	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 4
⊙	W-3	21	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 21
⊙	W-4	8	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 8
⊙	W-5	26	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 26
⊙	W-6	16	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 16
⊙	W-7	56	Individual	Luminaire 1000/1000 LED 100W	Approx. 0.88 56

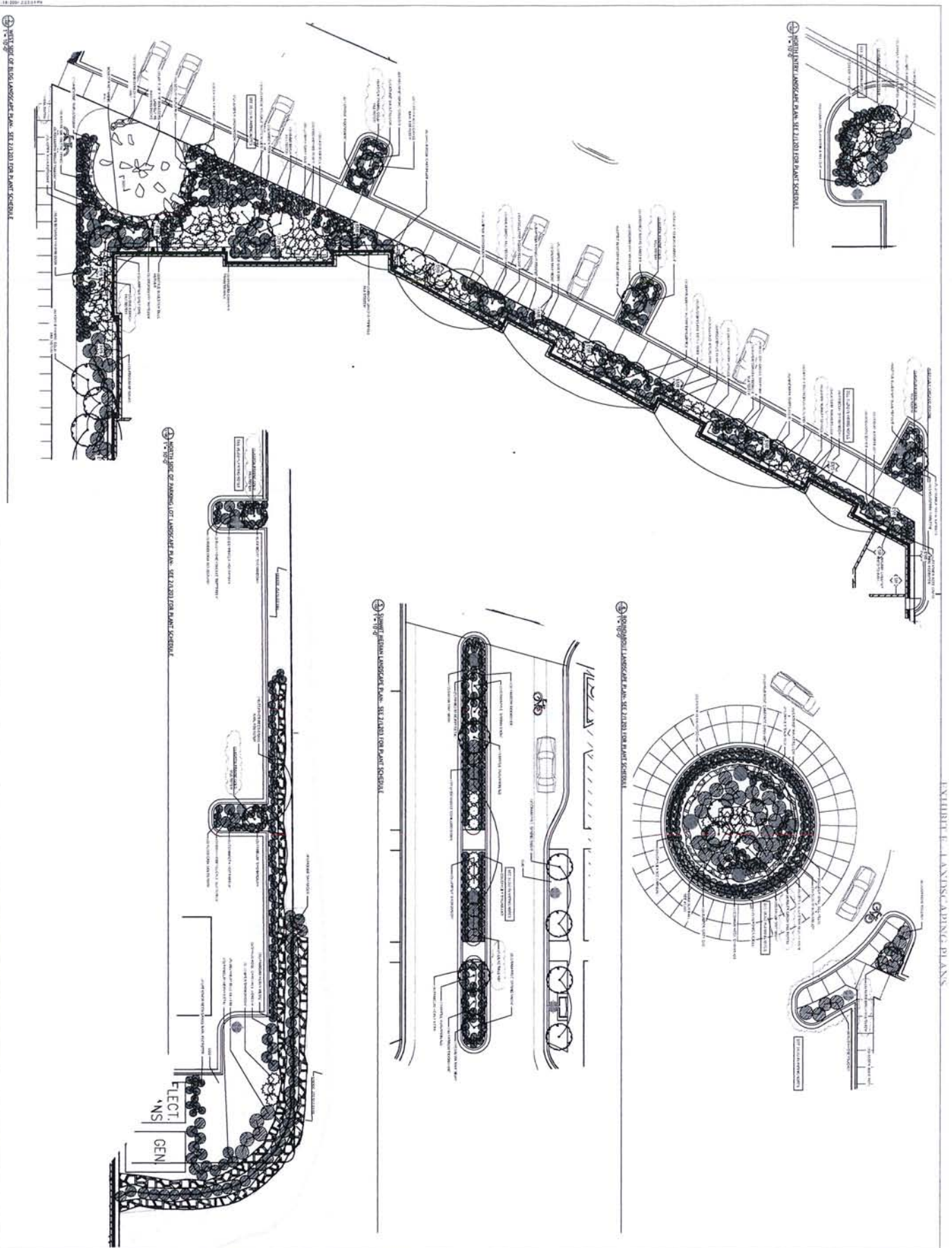
EXHIBIT D - LIGHTING PLANS



BlueStone Lofts  
Phase 1\_Exterior



Designer:  
J. Marshall, LC  
Date:  
Jul 18 2013  
Scale:  
Drawing No.  
1 of 1



BLUESTONE LOFTS

103 Scenic Street  
Columbus, MS

bluestone  
LOFTS



design: scott hess & partners  
3000 University Ave., Suite 1000  
Columbus, MS 39204  
P: 662.321.1111  
F: 662.321.1112  
WWW.SHPARTNERS.COM



I hereby declare that I am a duly licensed Professional Engineer in the State of Mississippi and that I am the author of the design shown on these plans.

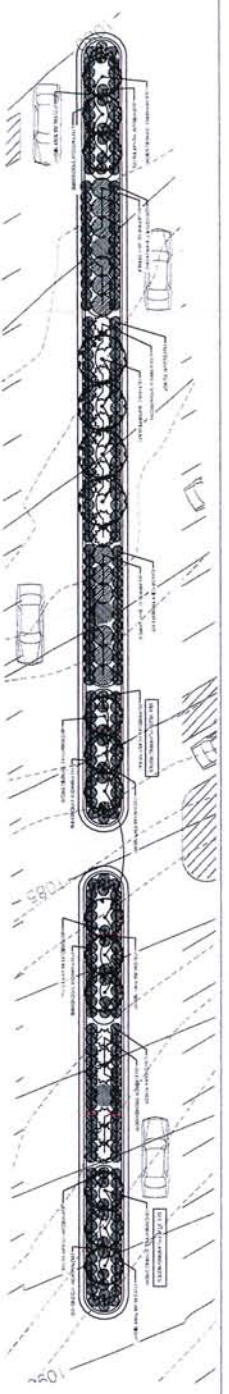
Project: Bluestone Lofts  
Prepared by: S.H.P. and A.H.E.L.  
Scale: As Shown  
Project No.: 210410

LANDSCAPE  
CONSTRUCTION  
DOC. SET

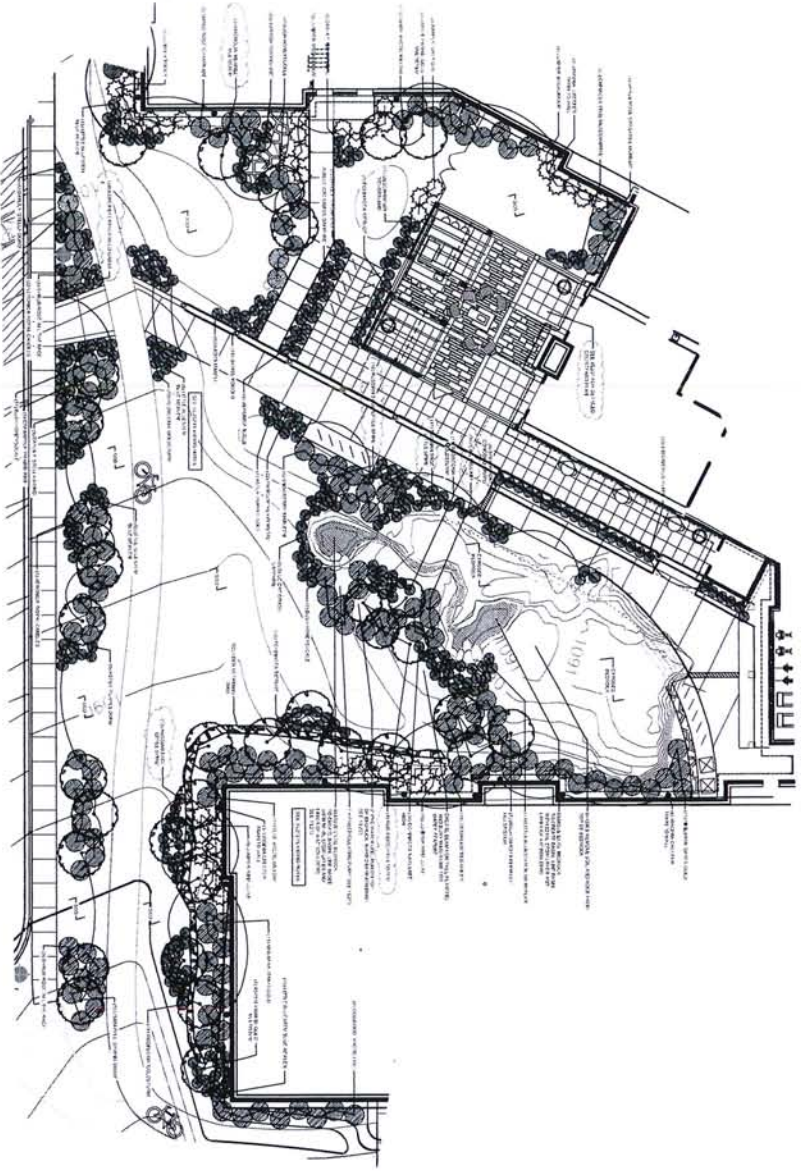
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6	REVISED PER COMMENTS	9-3-2012
7	REVISED PER COMMENTS	9-3-2012
8	REVISED PER COMMENTS	9-3-2012
9	REVISED PER COMMENTS	9-3-2012
10	REVISED PER COMMENTS	9-3-2012

210410  
LANDSCAPE PLAN  
L100

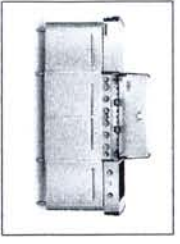




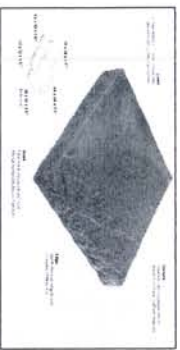
SECTION THROUGH LANDSCAPE PLAN



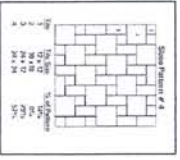
CONCRETE/STAINLESS STEEL



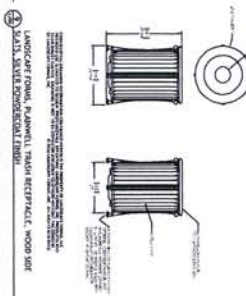
SECTION THROUGH CONCRETE/STAINLESS STEEL



SECTION THROUGH SQUARE SLAB WITH CENTER SLAB MATTER IN POSITIVE AND NOT SET ALIGN



SECTION THROUGH STAINLESS STEEL, CONCRETE, STAINLESS STEEL, OR APPROVED EQUAL



SECTION THROUGH STAINLESS STEEL, CONCRETE, STAINLESS STEEL, OR APPROVED EQUAL

SECTION THROUGH BLACK BRICK BACK, STAINLESS ANCHOR, STAINLESS STEEL



OPTION A: ANCHOR TABLE & CHAIR, WHITE & WARMEN, OR APPROVED EQUAL



OPTION B: RECYCLED PLASTIC, SLATE GRAY COLOR, WHITE, POLYWOOD



OPTION C: DRYON TABLE & CHAIR, WHITE & WARMEN, OR APPROVED EQUAL



OPTION D: RECYCLED PLASTIC, SLATE GRAY COLOR, WHITE, POLYWOOD

**BLUESTONE LOFTS**  
 101 Seward Street  
 Chicago, IL 60607

**blue|stone**  
 LOFTS

Project Number: 201010  
 Date: 11/11/10  
 11/11/10  
 11/11/10  
 11/11/10



1. I hereby certify that I am a duly licensed landscape architect in the State of Illinois and that I am the author of the design shown on this plan.

2. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

3. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

4. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

5. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

6. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

7. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

8. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

9. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

10. I hereby certify that the design shown on this plan is a true and correct copy of the design as shown to me by the client.

**LANDSCAPE CONSTRUCTION DOC. SET**

ORIGINAL DATE: 6-2-2012

REVISIONS:

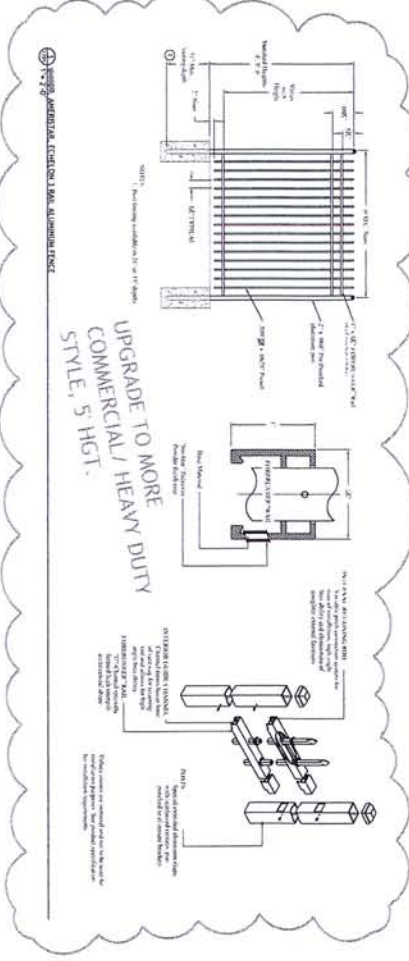
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2	REVISED PER A	9-5-2012
3	REVISED PER A	9-14-2012
4	LANDSCAPE SET	11-18-2012
5	LANDSCAPE SET	1-17-2013
6	FINAL CONSTRUCTION SET	1-28-2013

21010  
 The  
 blue|stone  
 LOFTS  
 LANDSCAPE PLAN  
 AND DETAILS

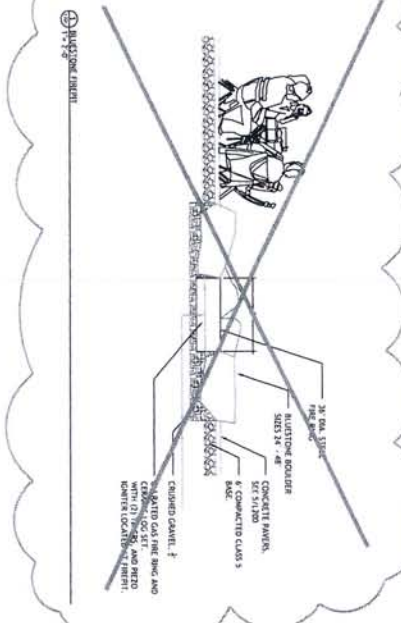
**L200**



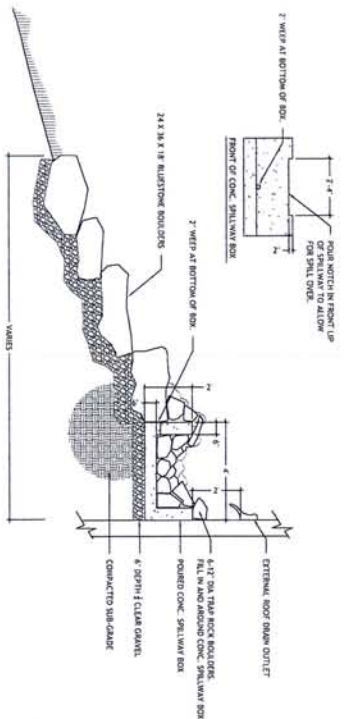
Detail not shown unless specified.  
 100% compliance with applicable codes.  
 100% compliance with applicable codes.  
 100% compliance with applicable codes.  
 100% compliance with applicable codes.



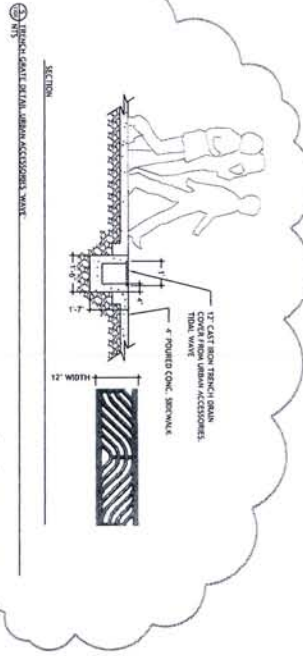
① IMPROVED ALUMINUM FENCE, 100% ALUMINUM FENCE



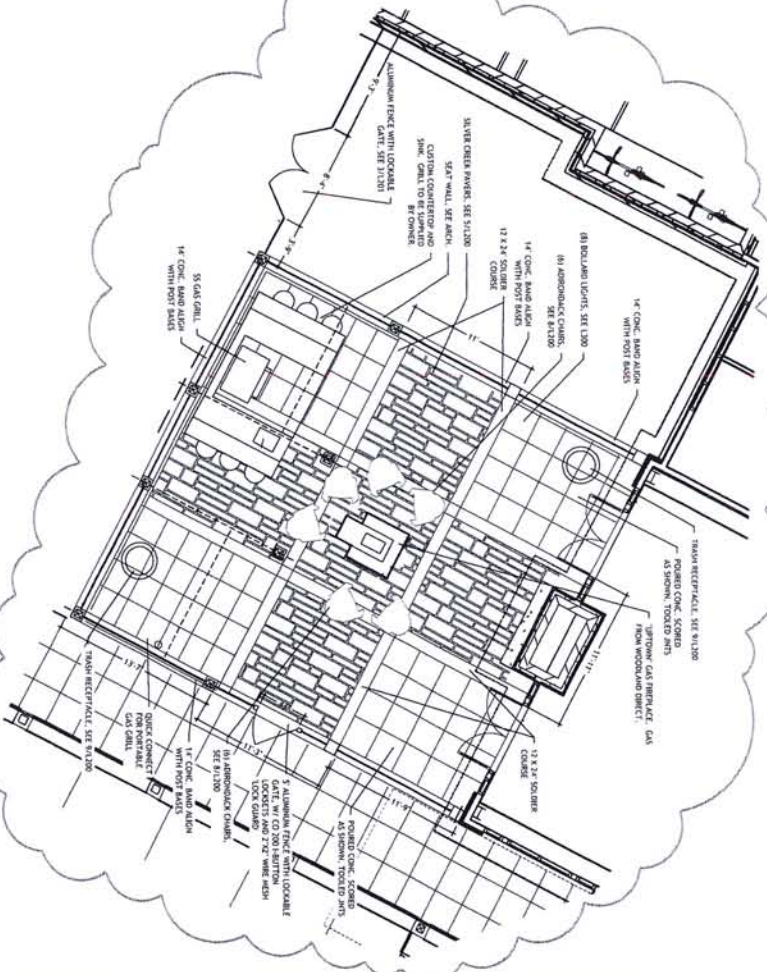
② IMPROVED LIGHT



③ IMPROVED STAIRWAY DECK



④ IMPROVED DECK WITH STAIRWAY ACCESSORIES



⑤ IMPROVED CONCRETE FLOOR

NO.	DESCRIPTION	DATE
1	REV. T.C. DIM. 6	8-1-2012
2	REV. T.C. DIM. 6	8-5-2012
3	REV. T.C. DIM. 6	8-5-2012
4	REV. T.C. DIM. 6	8-5-2012
5	REV. T.C. DIM. 6	8-5-2012
6	REV. T.C. DIM. 6	8-5-2012
7	REV. T.C. DIM. 6	8-5-2012
8	REV. T.C. DIM. 6	8-5-2012
9	REV. T.C. DIM. 6	8-5-2012

210110

101 South Street

BLUESTONE LOFTS

LANDSCAPE DETAILS







design services provided by:  
500 Washington Avenue North  
Duluth, MN 55812  
Tel: 218.724.1111  
Fax: 218.724.1112  
www.escmn.com



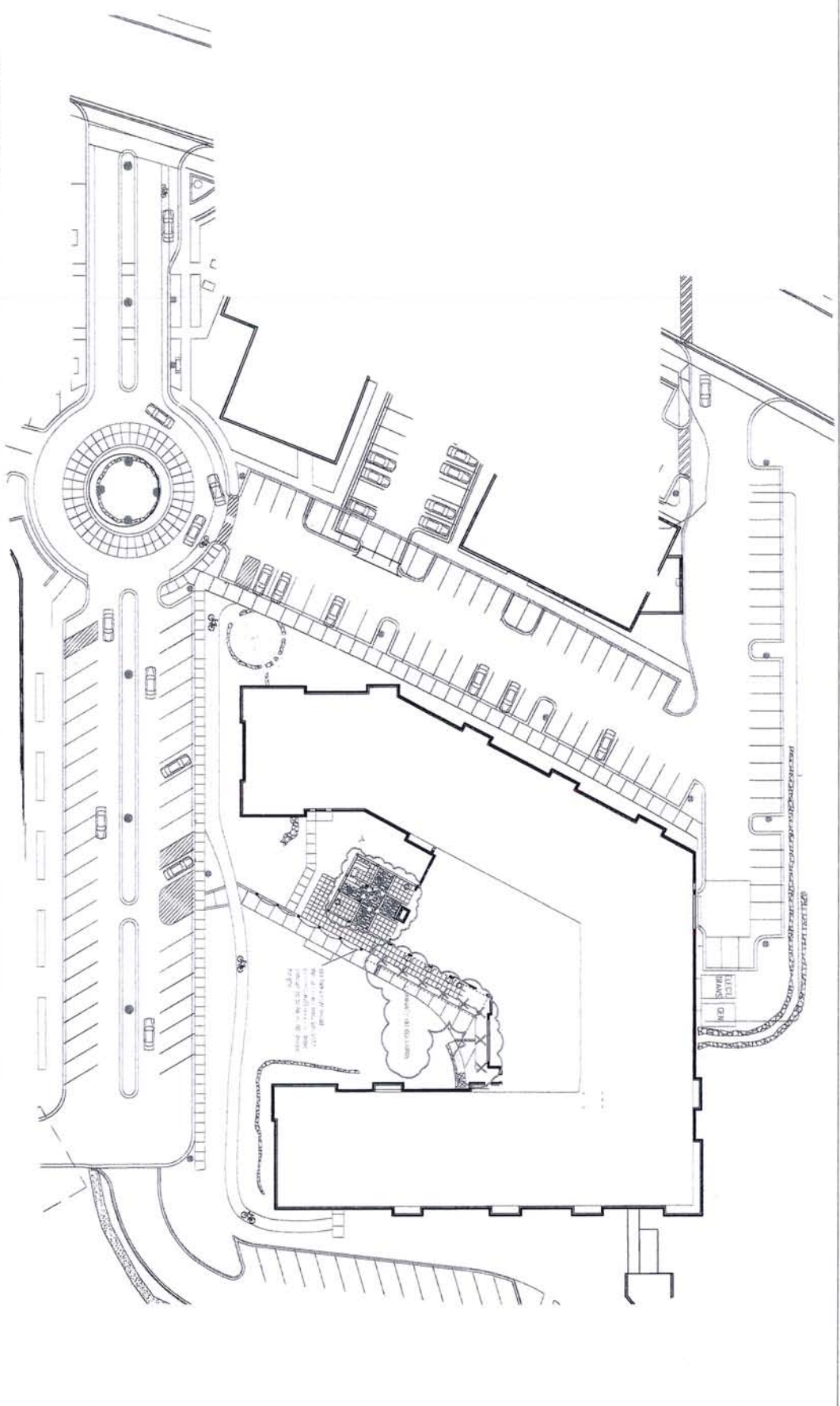
This document is the property of  
Landscape Construction and shall not be  
reproduced, stored in a retrieval system,  
or transmitted in any form or by any means,  
electronic, mechanical, photocopying, recording,  
or by any information storage and retrieval system,  
without the prior written permission of  
Landscape Construction, Inc. All rights reserved.

Project: Bluestone Lofts  
Date: 08.2012  
Scale: AS SHOWN  
Drawn by: [Name]  
Checked by: [Name]

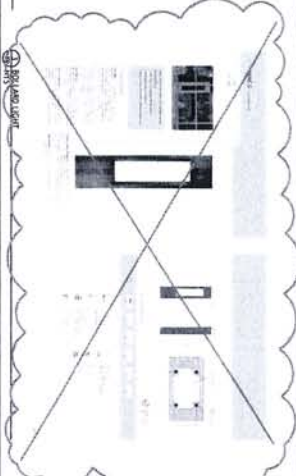
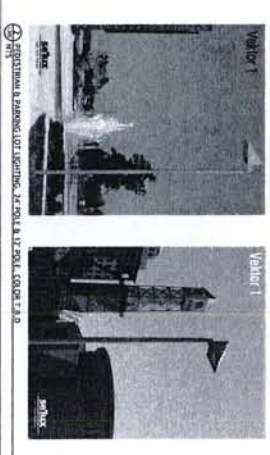
**LANDSCAPE  
CONSTRUCTION  
DOC. SET**

No.	Description	Date
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1	REVISED FOR 6	8-17-2012
2	REVISED FOR 8	9-5-2012
3	REVISED FOR 8	9-5-2012
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7	REVISED FOR 8	9-5-2012
8	REVISED FOR 8	9-5-2012
9	REVISED FOR 8	9-5-2012
10	REVISED FOR 8	9-5-2012

**L300**  
LIGHTING PLAN



PHOTOMETRIC LIGHTING PLAN, PHASE 1





design: esc landscape architects  
100 Washington Avenue, Suite 100  
Philadelphia, PA 19106  
Tel: 215.563.1234  
Fax: 215.563.1235  
www.esc-landscape.com



This is a preliminary drawing. It is not intended to be used for construction without the approval of the architect. It is the responsibility of the user to verify the accuracy of the information and to obtain the necessary permits and approvals. The user shall indemnify and hold the architect harmless from all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or from the use of this drawing.

Project Name: BLUESTONE LOFTS  
Project Number: 2010-01  
Date: 05/11/11  
Scale: AS SHOWN  
Drawn by: [Name]  
Checked by: [Name]

LANDSCAPE  
CONSTRUCTION  
DOC. SET

NO.	Description	Date
1	REVISED PLAN & SCHEDULE	06/17/2012
2	REVISED PLAN & SCHEDULE	05/15/2012
3	REVISED PLAN & SCHEDULE	05/15/2012
4	CONSTRUCTION SET	05/15/2012
5	FINAL LANDSCAPE PLAN	05/15/2012

BLUESTONE LOFTS  
SDD/TDR PLAN  
& IRRIGATION PLAN

L500

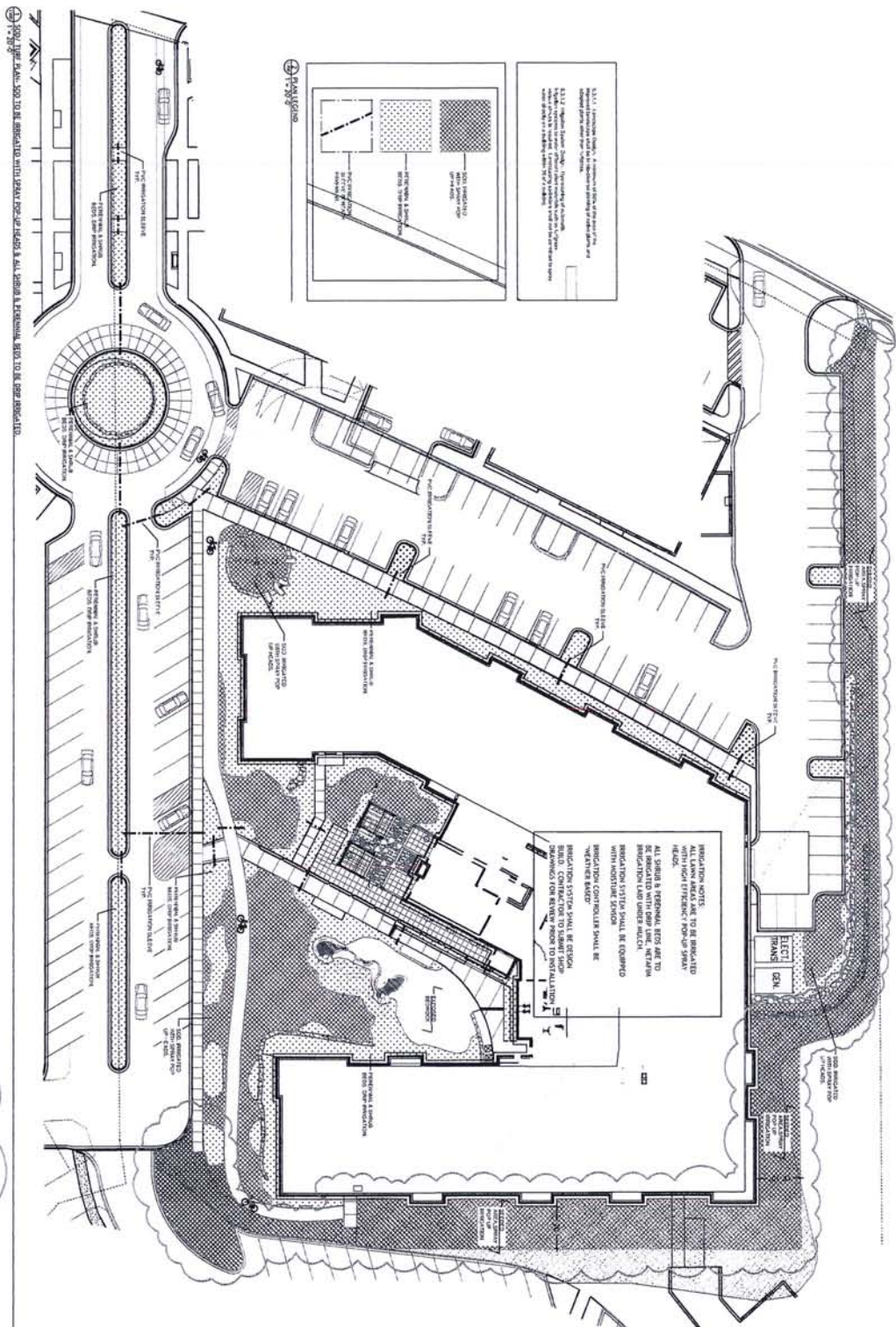
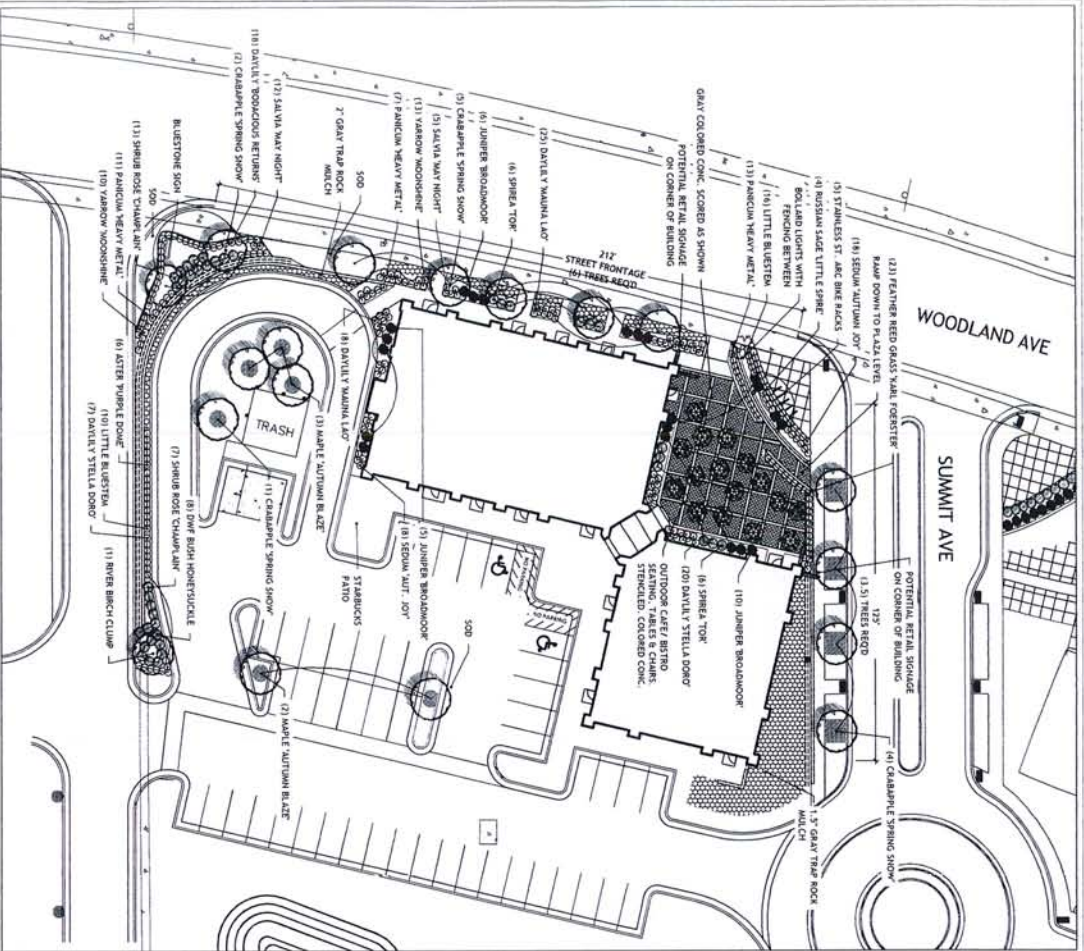


EXHIBIT E PHASES 3C AND 4C LANDSCAPING PLANS



1 LANDSCAPE PLAN  
SCALE: 1" = 20'-0"

The Shops - Plant Schedule

QTY COMMON NAME	BOTANICAL NAME	SIZE COMMON RELEASE
6 Large Decid. Tree	Amelanchier	24"
5 Small Decid. Tree	Aster, Autumn Blaze	2'-6"
12 Ornamental Tree	Malus sp. Spang Snow	6"
12 Ornamental Tree	Spirea Vanhouttei 'To	80
20 Small Shrub 'Chameleon'	Deutzia scabra	80
8 Small Shrub 'Specter'	Opuntia	80
21 Juniper Shrub	Juniperus ssp. Blue Spire	45
234 Perennial Grass	Festuca ssp. Blue Spire	45
18 Daily 'Petals of Blue'	Hemerocallis ssp. Blue Spire	45
33 Daily 'Autumn Joy'	Hosta ssp. Blue Spire	45
27 Daily 'Autumn Joy'	Hosta ssp. Blue Spire	45
31 Perennial 'Blue Heaven'	Hosta ssp. Blue Heaven	45
17 Salvia 'May Night'	Salvia ssp. May Night	45
4 Medium Shrub 'Blue Spire'	Prunella ssp. Blue Spire	45
20 Flowering Shrub 'Blue Spire'	Crataegus ssp. Blue Spire	45

2 PLANT SCHEDULE  
SCALE: NTS

**Street Frontage Landscaping**  
The street frontage of the property shall meet the following landscaping requirements:  
A. Minimum average depth: See Table 50-25-1. An average depth allows the width of the landscape area to vary in size along different portions of the property to respond to site conditions and street design flexibility.  
B. Required trees: 1 tree per 25 ft. of linear frontage, planted (a) in alignment with any existing street frontage landscaping on adjacent lots, or if that is not possible or adjacent lots do not contain front yard landscaping then (b) as close to the public right-of-way as the city engineer will permit.  
C. Required shrubs: 1 large shrub per 25 ft. of linear frontage.  
D. On lots adjacent to city-maintained boulevards, landscaping in the boulevards may be created beyond the landscaping requirements of this section 50-25-1.

**Interior Landscaping Requirements**  
Interior landscaping requirements: parking lots shall provide the following landscaping interval to the parking lot:  
1. Minimum area: 1% of the interior parking lot area (excluding any perimeter parking) shall be used for interior landscaping.  
2. Location: Interior landscape areas shall be dispersed on the site to break up the perception of large unrelieved expanses of pavement (See Figure 50-23-4-B).  
3. Required trees: 1 tree per 100 sq. ft. of interior landscape area. Tree species shall be chosen so that, combined with trees planted under subsections A. and B. above, parking lots will have a minimum tree canopy coverage of 30% at maturity.  
4. Landscape areas shall be a minimum of 8 ft. in width (See Figure 50-23-4-C).  
5. Existing interior landscape areas shall be retained for protection of the landscape (ie: pavement, and curbing shall allow drainage from the pavement to enter and percolate through the landscaped areas.  
6. Parking areas with less than 25 spaces are exempt from the provisions of 1 through 5 of this section, but must provide a minimum tree canopy of 30% at maturity.

**Commercial or Institutional Building Requirements**  
Commercial or institutional buildings or project shall be a residential district, a landscape buffer shall be provided using either Option A or B below.  
Option A  
A landscape buffer at least 15 ft. wide shall be provided by the commercial or institutional project on the shared border. The buffer area shall consist of a minimum of 10% of the total area of the project. The buffer shall be planted with trees and shrubs that do not contain impervious materials. One tree shall be provided for every 25 ft. of boundary lot line and large 3 shrubs per 25 ft. of shared lot line, with spacing designed to minimize sound, light, and odor impacts on the residential use.  
Option B  
A solid wall, fence, screen, or other barrier shall be provided. The barrier shall be planted with trees and shrubs that do not contain impervious materials. One tree shall be provided for every 25 ft. of boundary lot line and large 3 shrubs per 25 ft. of shared lot line, with spacing designed to minimize sound, light, and odor impacts on the residential use.

3 CITY LANDSCAPING REQUIREMENTS - FOR REFERENCE ONLY  
SCALE: NTS

THE SHOPS AT BLUESTONE COMMONS  
DALLAS, TX  
  
 The Shops at BlueStone Commons  
 1100 BlueStone Commons  
 Dallas, TX 75201  
 214.241.1100  
 theshopsatbluestone.com  
 01/20/2014

Project: **ESLH**

Revision	Date	Description

Project: **ESLH**

Revision: **001**

Date: **01/20/2014**

Author: **ESLH**

City: **REVIEW SUBMITTAL**

Scale: **1:100**

Date: **05/02/14**

Project: **ESLH**

Revision: **001**

Date: **01/20/2014**

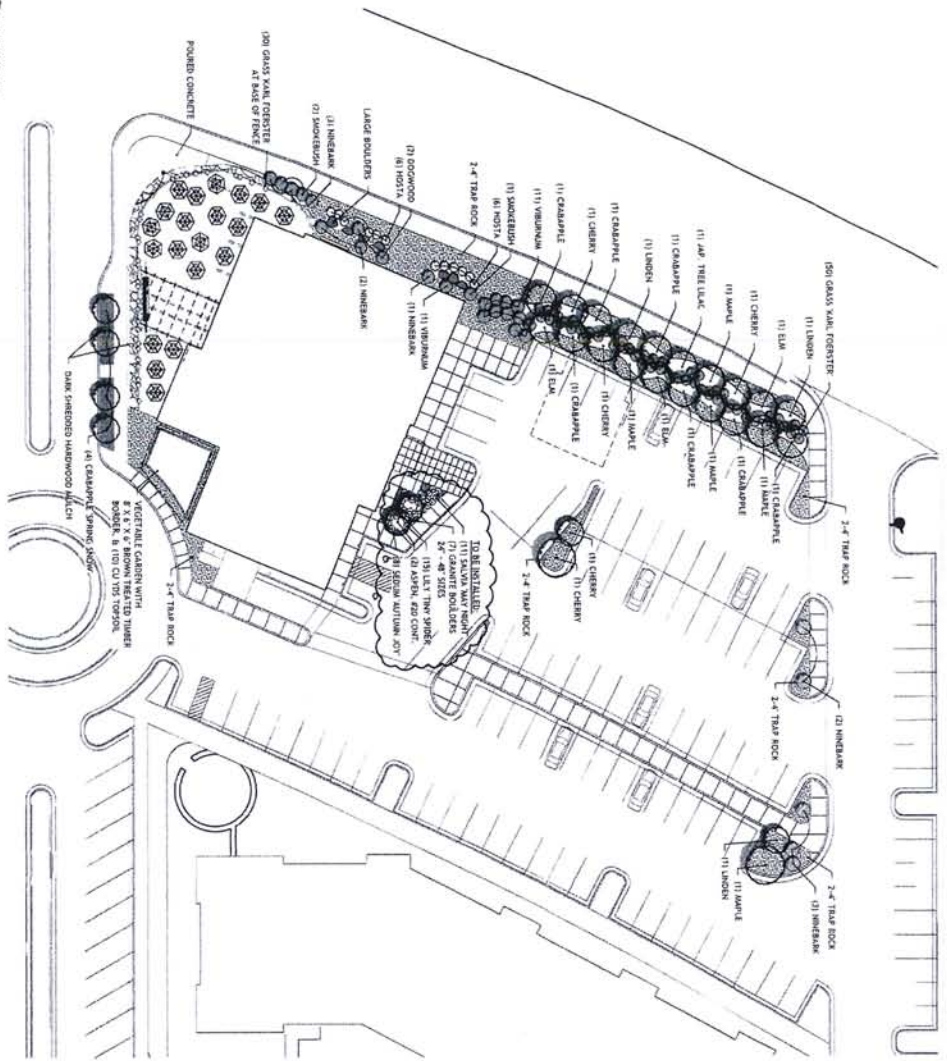
Author: **ESLH**

City: **REVIEW SUBMITTAL**

Scale: **1:100**

Date: **05/02/14**

EXHIBIT E - PHASE I C LANDSCAPING PLAN



1 LANDSCAPE PLAN  
SCALE: 1" = 20'-0"

**1.0 INTRODUCTION**  
The purpose of this plan is to provide a detailed landscape design for the proposed development. The plan includes a site plan, a planting schedule, and a list of plant materials. The design is based on the site conditions and the client's requirements. The plan is intended to provide a clear and concise guide for the construction and maintenance of the landscape.

**2.0 SITE CONDITIONS**  
The site is located in an urban area and is surrounded by existing buildings and parking areas. The site is relatively flat and has good soil conditions. The climate is temperate and the site receives ample sunlight. The existing site conditions are suitable for the proposed landscape design.

**3.0 PLANTING SCHEDULE**  
The planting schedule is as follows:  
 - Planting of trees and shrubs: 12 months before construction begins.  
 - Planting of groundcover and lawn: 6 months before construction begins.  
 - Final site inspection: 12 months after construction begins.

2 CITY LANDSCAPING REQUIREMENTS FOR REFERENCE ONLY  
SCALE: N/A

**1.0 PLANTING SCHEDULE**  
The planting schedule is as follows:  
 - Planting of trees and shrubs: 12 months before construction begins.  
 - Planting of groundcover and lawn: 6 months before construction begins.  
 - Final site inspection: 12 months after construction begins.

**2.0 PLANTING SCHEDULE**  
The planting schedule is as follows:  
 - Planting of trees and shrubs: 12 months before construction begins.  
 - Planting of groundcover and lawn: 6 months before construction begins.  
 - Final site inspection: 12 months after construction begins.

3 PLANTING NOTES  
SCALE: N/A

**TABLE 1: PLANTING SCHEDULE**

PLANTING SCHEDULE	PLANTING SCHEDULE	PLANTING SCHEDULE
1.0 PLANTING SCHEDULE	1.0 PLANTING SCHEDULE	1.0 PLANTING SCHEDULE
2.0 PLANTING SCHEDULE	2.0 PLANTING SCHEDULE	2.0 PLANTING SCHEDULE
3.0 PLANTING SCHEDULE	3.0 PLANTING SCHEDULE	3.0 PLANTING SCHEDULE
4.0 PLANTING SCHEDULE	4.0 PLANTING SCHEDULE	4.0 PLANTING SCHEDULE
5.0 PLANTING SCHEDULE	5.0 PLANTING SCHEDULE	5.0 PLANTING SCHEDULE
6.0 PLANTING SCHEDULE	6.0 PLANTING SCHEDULE	6.0 PLANTING SCHEDULE
7.0 PLANTING SCHEDULE	7.0 PLANTING SCHEDULE	7.0 PLANTING SCHEDULE
8.0 PLANTING SCHEDULE	8.0 PLANTING SCHEDULE	8.0 PLANTING SCHEDULE
9.0 PLANTING SCHEDULE	9.0 PLANTING SCHEDULE	9.0 PLANTING SCHEDULE
10.0 PLANTING SCHEDULE	10.0 PLANTING SCHEDULE	10.0 PLANTING SCHEDULE
11.0 PLANTING SCHEDULE	11.0 PLANTING SCHEDULE	11.0 PLANTING SCHEDULE
12.0 PLANTING SCHEDULE	12.0 PLANTING SCHEDULE	12.0 PLANTING SCHEDULE

4 PLANT SCHEDULE  
SCALE: N/A

THE TAVERN  
on the HILL  
DALLAS, TX



Site Address:  
1111 North Stemmons Freeway  
Dallas, TX 75207

Project # 1111

NO.	DATE	DESCRIPTION
1	01/15/11	Initial site visit and conceptual design.
2	02/15/11	Site plan and landscape plan development.
3	03/15/11	Final design and construction documents.
4	04/15/11	Construction and site completion.
5	05/15/11	Final site inspection and project closeout.

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 City Review Submitted:  
 SS/SLD 02/02/11



**Fifth Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)**

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

September 30, 2014

**1. Purpose**

This amendment is for purpose of modifying the BlueStone Regulating Plan approved May 24, 2012, amended by that certain First Amendment dated August 27, 2012, that certain Second Amendment dated December 21, 2012, that certain Third Amendment dated June 19, 2013, and as ratified by City of Duluth Ordinance No. 10271 dated December 16, 2013 and that certain Fourth Amendment Dated August 29, 2014, (collectively, the “Regulating Plan”) to modify the setback requirements of Tract A, RLS 114, St. Louis County, Minnesota.

The Applicant has initiated the final design of Phase 2R of the Regulating Plan. In connection with the completion of this Phase, the Applicant has obtained or will cause to be obtained all necessary permits or other approvals from the City of Duluth, and the City and the Applicant now wishes to a modify a single setback requirement of the Regulating Plan.

**2. Amendment to the Regulating Plan – Tract A Building Setback**

The Building Setback for the Side Yard (W) of Tract A, RLS 114, St. Louis County, Minnesota shall be amended as follows:

Tract A....

4. Building Setback:...

ii. Side Yard: (W) 0 feet

**3. Authority.**

This alteration does not alter major elements of the approved Regulating Plan and does not constitute a variance from the provisions of Chapter 50 of the Unified Development Chapter.

[Signatures on the Following Page]

**[Signature Page to Fifth Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)]**

BlueStone Commons, LLC, a Minnesota  
Limited liability company



By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC, a Minnesota  
limited liability company



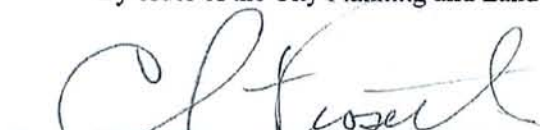
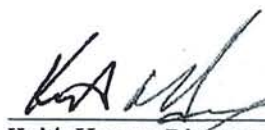
By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC, a Minnesota limited  
liability company



By: Mark W. Lambert  
Its: Chief Manager

By order of the City Planning and Land Use Supervisor

  
\_\_\_\_\_  
Charles Froseth, Land Use Supervisor  
\_\_\_\_\_  
Keith Hamre, Director of Planning and Construction Services

## **Sixth Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)**

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

October 3, 2014

### **1. Purpose**

This amendment is for the purpose of updating the BlueStone Regulating Plan approved May 24, 2012, amended by that certain First Amendment dated August 27, 2012, that certain Second Amendment dated December 21, 2012, that certain Third Amendment dated June 19, 2013, that certain Fourth Amendment dated June 5, 2014 and that certain Fifth Amendment dated September 30, 2014, and as ratified by City of Duluth Ordinance No. 10271 dated December 16, 2013 (collectively, the "Regulating Plan") to incorporate completed phases and updated site plans.

The Applicant proposed construction of the phase identified in the phasing plan attached to the Regulating Plan as Phase 5C (Shops at BlueStone III). In connection with the start of this Phase, the Applicant now wishes to incorporate an updated site, lighting and landscaping plan for said Phase 5C into the Regulating Plan.

### **2. Amendment to the Regulating Plan – Phasing Site Plans**

The following attachments shall supplement and update the original phasing and site plans included in the Regulating Plan for the referenced Phases:

Exhibit A – Phase 5C (Shops at BlueStone III) site plan

### **3. Amendment to the Regulating Plan – Lighting Plan, Landscaping Plan, and Underground Storm Water Plan**

The following attachments shall replace their original counterparts included in the Regulating Plans:

Exhibit B – Lighting plans and drawing for Phase 5C (Shops at BlueStone III)

Exhibit C – Landscaping plan for Phase 5C (Shops at BlueStone III)

Exhibit D – Update underground storm water plan for Phase 5C (Shops at BlueStone III)

**4. Authority**

The alterations do not alter major elements of the approved Regulating Plan and do not constitute a variance from the provisions of Chapter 50 of the Unified Development Chapter.

BlueStone Commons, LLC, a Minnesota  
Limited liability company



By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC, a  
Minnesota limited liability company



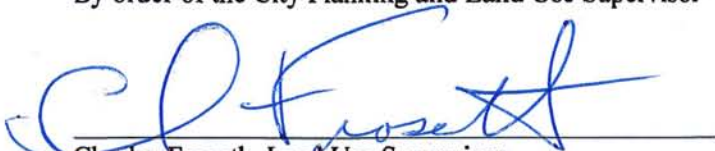
By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC, a Minnesota  
limited liability company



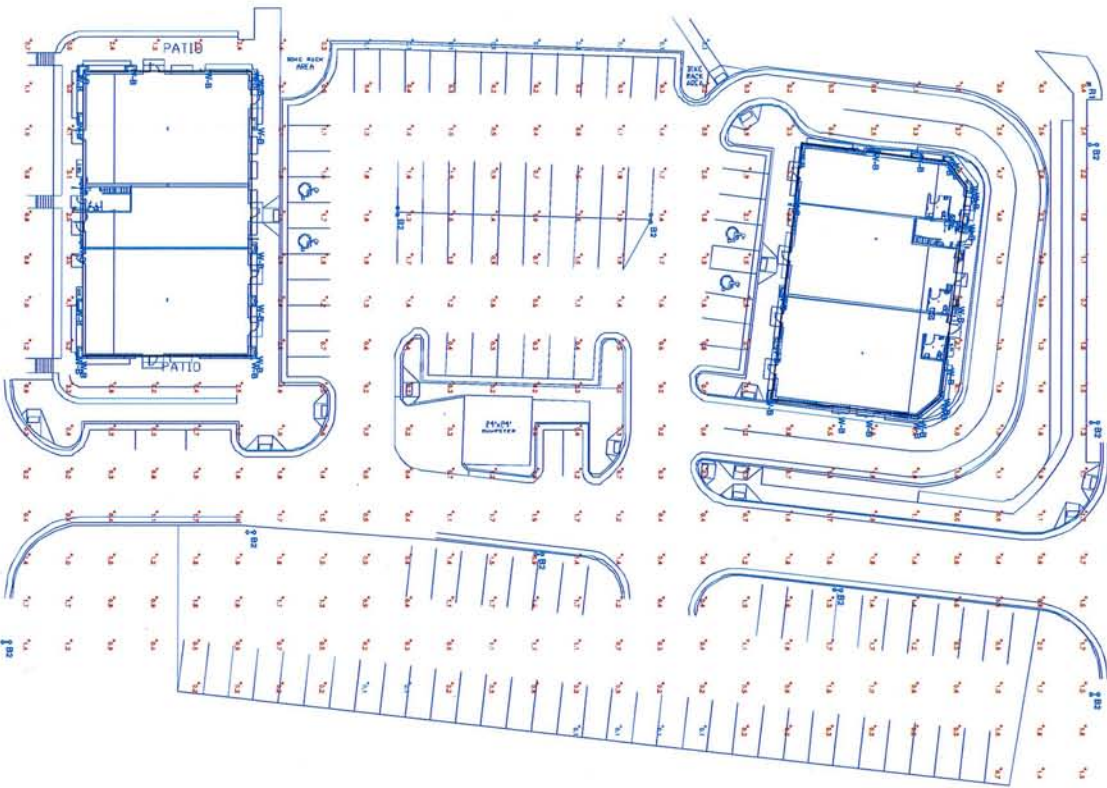
By: Mark W. Lambert  
Its: Chief Manager

By order of the City Planning and Land Use Supervisor

  
Charles Froseth, Land Use Supervisor  
Keith Hamre, Director of Planning and Construction Services

LUMINAIRE SCHEDULE					
Symbol	Label	Qty	Category/Manufacturer	Description	Notes
○	02	8	Highbay	Luminaire 020 100 W Luminaire 020 100 Wg LED 4100K	Mounting 1.20 Height 1.20
□	01	1	Area Light	A731608 LED 5.0 FT Luminaire 01000A LED 5000K	Mounting 1.20 Height 1.20
□	W08	37	Linear	Luminaire 01000A LED 5000K	Mounting 1.20 Height 1.20

WOODLAND AVENUE



## Shops at BlueStone

Phase III



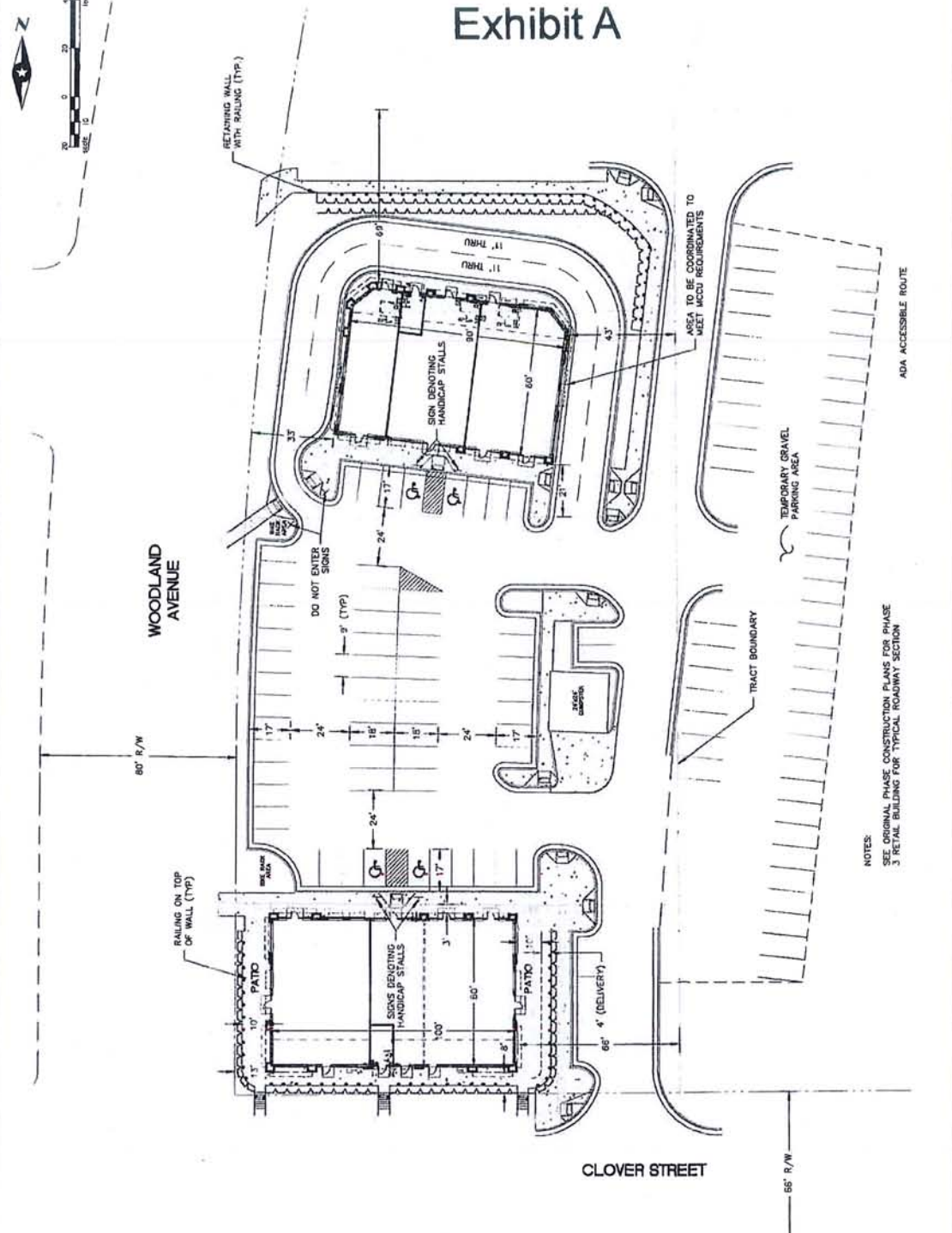
Designer  
J. Marshall, LC

Date  
Jul 18 2013

Scale

Drawing No.

# Exhibit A

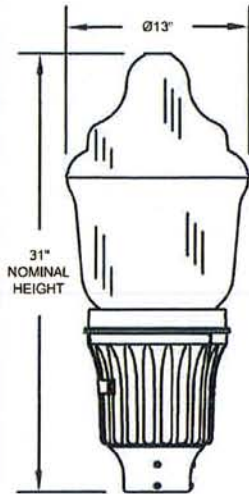


FILE NO.	BLUSTONE	1	12
DESIGNER	SEH		
CHECKED BY			
DATE			
BLUESTONE RETAIL PHASE 3			
LAYOUT PLAN			
SEE ORIGINAL PHASE CONSTRUCTION PLANS FOR PHASE 3 RETAIL BUILDING FOR TYPICAL ROADWAY SECTION			
<small>SEH CONSULTANTS, INC. 1111 S. WASHINGTON ST. SUITE 200 CHICAGO, ILLINOIS 60607</small>			

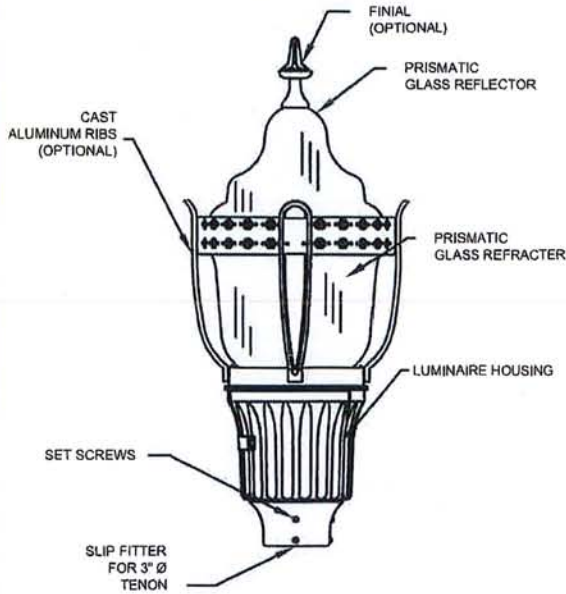
- LEGAL DESCRIPTION:**  
TRACTS L, K, & O OF REGISTERED LAND SURVEY 114, ST. LOUIS COUNTY, MN.
- SETBACK INFORMATION:**
- TRACT L**
- HEIGHT: 15 FEET
  - LOT SIZE: 0.28 ACRES
  - WIDTH ALONG WOODLAND AVENUE: 81.64 FEET
  - BUILDING SETBACK:
    - 1. FRONT YARD: (WOODLAND AVE. - W) 10 FEET
    - 2. SIDE YARD: (N) 8 FEET
    - 3. SIDE YARD: (S) 10 FEET
    - 4. REAR YARD: (E) 10 FEET
- TRACT M**
- HEIGHT: 15 FEET
  - LOT SIZE: 0.31 ACRES
  - WIDTH ALONG WOODLAND AVENUE: 81.81 FEET
  - BUILDING SETBACK:
    - 1. FRONT YARD: (WOODLAND AVE. - W) 10 FEET
    - 2. SIDE YARD: (N) 8 FEET
    - 3. SIDE YARD: (S) 10 FEET
    - 4. REAR YARD: (E) 10 FEET
- TRACT N**
- HEIGHT: 15 FEET
  - LOT SIZE: 0.34 ACRES
  - WIDTH ALONG WOODLAND AVENUE: 111.64 FEET
  - BUILDING SETBACK:
    - 1. FRONT YARD: (WOODLAND AVE. - W) 10 FEET
    - 2. SIDE YARD: (N) 8 FEET
    - 3. SIDE YARD: (S) 10 FEET
    - 4. REAR YARD: (E) 10 FEET
- TRACT O**
- HEIGHT: 15 FEET
  - LOT SIZE: 0.32 ACRES
  - WIDTH ALONG WOODLAND AVENUE: 81.84 FEET
  - BUILDING SETBACK:
    - 1. FRONT YARD: (WOODLAND AVE. - W) 10 FEET
    - 2. SIDE YARD: (N) 8 FEET
    - 3. SIDE YARD: (S) 10 FEET
    - 4. REAR YARD: (E) 10 FEET

**NOTES:**

- SEE ORIGINAL PHASE CONSTRUCTION PLANS FOR PHASE 3 RETAIL BUILDING FOR TYPICAL ROADWAY SECTION



Maximum weight - 47 lbs  
 Maximum effective projected area - 1.38 sq. ft.

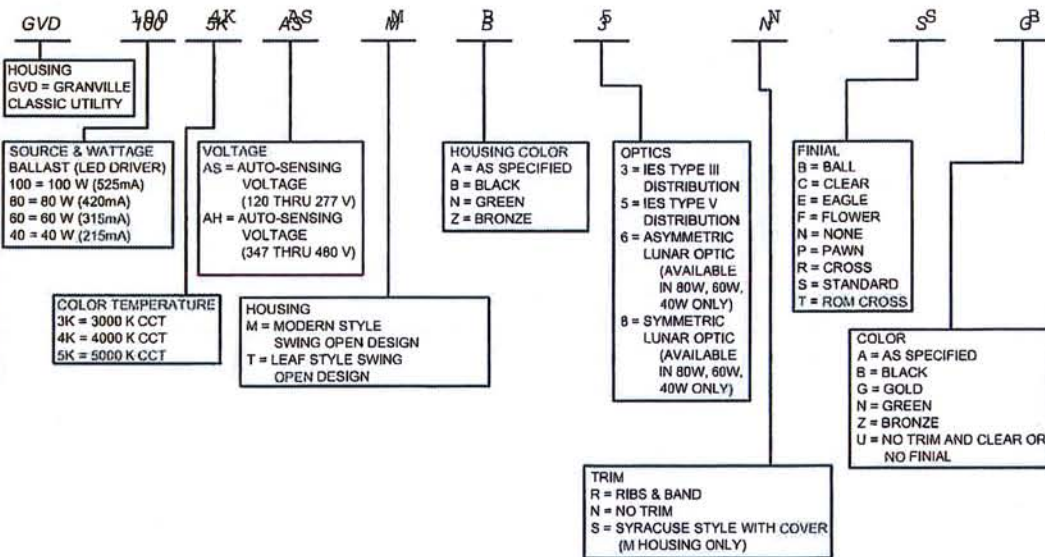


\*drawing depicting base model no finial.

# Granville<sup>®</sup> II LED Classic Utility

DECORATIVE  
 OUTDOOR

**ORDERING INFORMATION:**



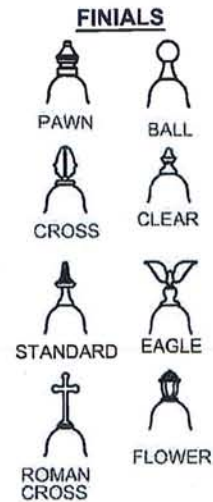
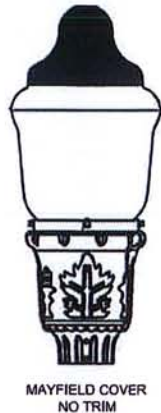
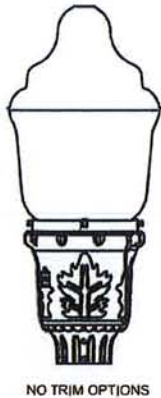
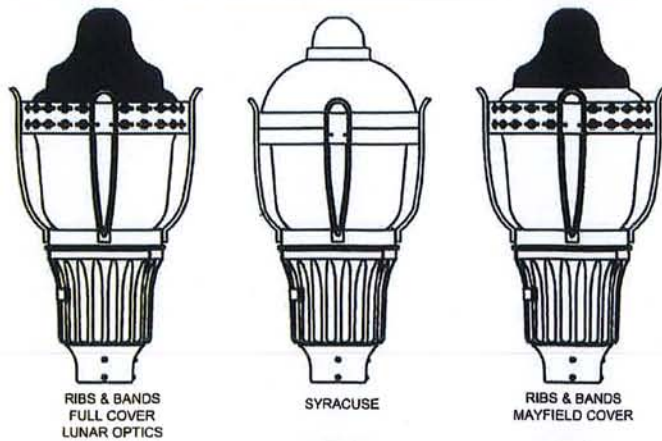
- OPTIONS**
- H = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE
  - DM = DIMMING DRIVER (100W AS, AH VOLTAGE 40, 60, 80W AS VOLTAGE ONLY)
  - PND = BLC2 CONTROL PROVIDED FOR PART-NIGHT DIMMING (40W, 60W, AND 80W 120-277V ONLY)
  - PCS = DTL TWISTLOCK PHOTOCONTROL FOR SOLID STATE
  - PSC = SHORTING CAP
  - TB = BLACK TOP REFLECTOR & CAP
  - L1H = 1.5 FEET OF PREWIRED LEADS
  - L03 = 3 FEET OF PREWIRED LEADS
  - L10 = 10 FEET OF PREWIRED LEADS
  - L20 = 20 FEET OF PREWIRED LEADS
  - L25 = 25 FEET OF PREWIRED LEADS
  - L30 = 30 FEET OF PREWIRED LEADS
  - DE = ROAM CONCIERGE DIMMING CONTROL
  - VE = ROAMVIEW DIMMING CONTROL

- ACCESSORIES**
- GVBANDX = DECORATIVE BAND (INSERT TRIM FINISH FOR X)
  - GVDHSS90 = HOUSE SIDE SHIELD SOLID 90 DEGREE
  - GVDHSS120 = HOUSE SIDE SHIELD SOLID 120 DEGREE
  - GVDHSS180 = HOUSE SIDE SHIELD SOLID 180 DEGREE
  - GVDHSL90 = HOUSE SIDE SHIELD SOLID 90 DEGREE (LUNAR)
  - GVDHSL120 = HOUSE SIDE SHIELD SOLID 120 DEGREE (LUNAR)
  - GVDHSL180 = HOUSE SIDE SHIELD SOLID 180 DEGREE (LUNAR)
  - GVDFC = FULL COVER (TOP OPTIC)



THIS DRAWING WHEN APPROVED SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE. HOLOPHANE SHALL BE RESPONSIBLE FOR THE SUPPLY OF THE MATERIAL. THE CUSTOMER SHALL BE RESPONSIBLE FOR THE SUPPLY OF THE POLE. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE POLE. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE POLE. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE POLE. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE POLE.

ORDER #:	
TYPE:	
DRAWN:	KRW
DATE:	10/18/12
DWG #:	LUM_GVDC



**GranVille® II LED**  
**Classic Utility**

**DECORATIVE  
OUTDOOR**



**Specifications**

**GENERAL DESCRIPTION**

The GranVille II LED Utility is designed for ease of maintenance with the plug-in electrical module common to each of the luminaires in HoloPhane's Utility Luminaire Series. The traditional acorn shaped luminaire, while reminiscent of the 1920's, contains a precision optical system that maximizes post spacings while maintaining uniform illumination.

**OPTICAL SYSTEM**

The optical system consists of a precisely molded thermal resistant borosilicate glass refractor and top reflector mounted within the decorative aluminum housing. The glass top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft uplight component to define the traditional acorn shape of the luminaire. Two decorative aluminum covers are available. The lower refractor uses precisely molded prisms to maximize pole spacings while maintaining uniform illumination. Two refractors are available, designed for I.E.S. type III and V distributions. Lunar optics shielding is available for asymmetric and symmetric distribution.

**LUMINAIRE HOUSING**

The luminaire housing, cast of aluminum, provides an enclosure for the plug-in electrical module. Four uniquely designed stainless steel spring clips enclosed in a clear polyvinyl chloride sleeve and adjusted by hex head 1/4-20 bolts securely cradle the prismatic glass refractor. The same 1/4-20 bolts support the decorative rib and banding assembly. The slipfilter will accept a 3" by 2-7/8" to 3-1/8" O.D. tenon.

**LUMINAIRE HOUSING / DOOR**

Cast of aluminum, the housing opens with minimum use of tools and is retained on a hinge. For units with an E.E.I.-N.E.M.A. twist lock photocell receptacle, the housing contains a "window" to allow light to reach the cell.

**ELECTRICAL MODULE**

The electrical components are mounted on an aluminum plate that is removable with minimum use of tools. A matching five conductor plug connects to the receptacle in the luminaire housing to complete the wiring. For photoelectric operation, the electrical module is provided with an E.E.I.-N.E.M.A. twist lock photocell receptacle.

**FINISH**

The luminaire is finished with polyester powder paint to insure maximum durability.

**WARRANTY**

Limited warranty located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)

**NOTE**

Actual performance may differ as a result of end-user environment and application.  
Actual wattage may differ by +10% / -10% at operating temperature.  
60W 347-480V version wattage may differ by +14% / -14% at operating temperature.  
Specification subject to change without notice.

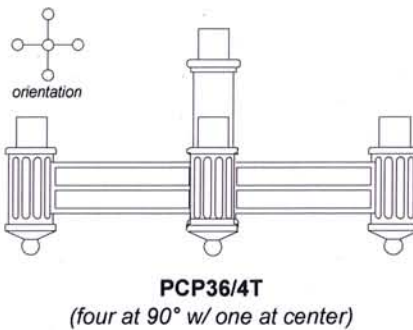
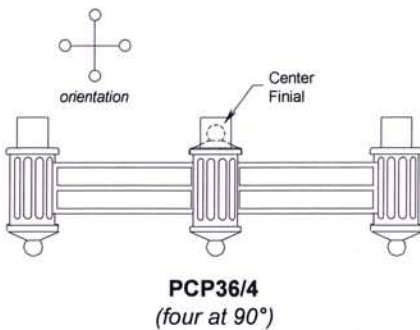
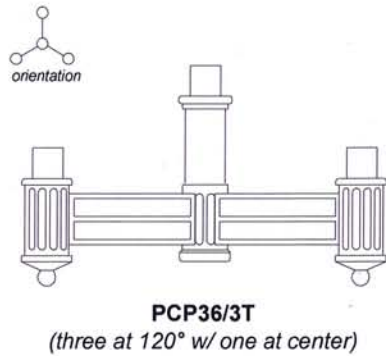
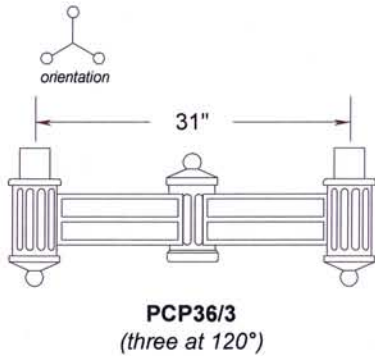
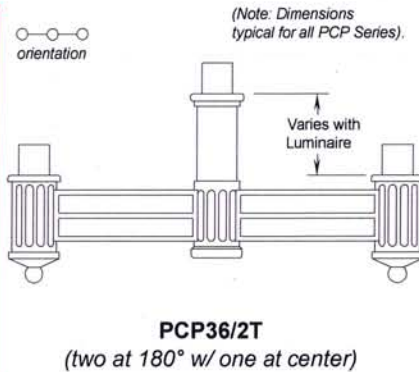
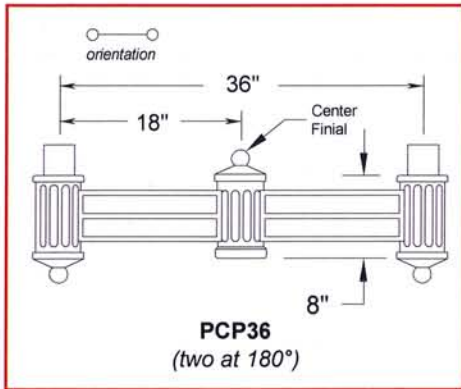
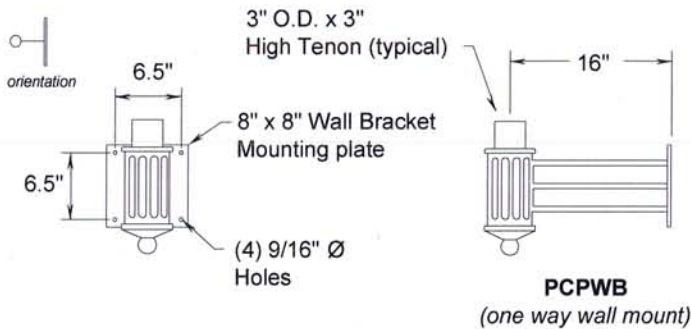
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ORDER #:	
TYPE:	
DRAWN:	KRW
DATE:	10/18/12
DWG #:	LUM_GVDC



# PHILADELPHIA Series

## Crossarms & Wall Bracket



### SPECIFICATIONS

#### CONSTRUCTION

The crossarms and wall brackets shall be one-piece construction. For wall brackets the arms shall be welded to a flat wall plate. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

#### MATERIALS

The crossarms and crossarm finials shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The center luminaire extension piece, and wall bracket mounting plate shall be aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be stainless steel. All exterior hardware shall be tamper resistant.

#### INSTALLATION

The crossarms shall slip-fit a post top tenon and attach with socket set screws. The center finial shall be removable. The wall bracket shall have four 9/16" dia. holes for mounting to the wall. (Bracket mounting hardware furnished by others.) Both crossarms and wall bracket shall have 3" O.D. tenons for luminaire mounting.

For finish specifications and color options see "Finish" section in catalog.

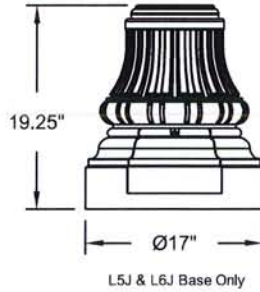
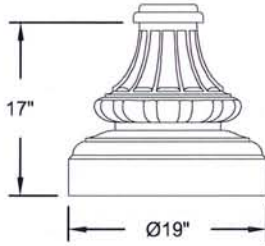
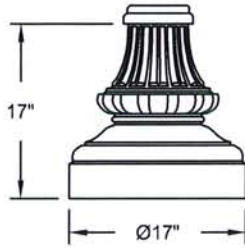
#### ORDERING GUIDE

Arms & Bracket Catalog #'s	Number of Luminaires Required
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<input checked="" type="checkbox"/> PCP36	two
<input type="checkbox"/> PCP36/2T	three
<input type="checkbox"/> PCP36/3	three
<input type="checkbox"/> PCP36/3T	four
<input type="checkbox"/> PCP36/4	four
<input type="checkbox"/> PCP36/4T	five

#### Material / Finish

<input checked="" type="checkbox"/> -CA/BK	Cast Alum/Black
<input type="checkbox"/> -CA/DB	Cast Alum/Dark Bronze
<input type="checkbox"/> -CA/DG	Cast Alum/Dark Green
<input type="checkbox"/> -CA/PP	Cast Alum/Prime Painted
<input type="checkbox"/> -CA/CC	Cast Alum/Custom Color

**HOLOPHANE**  
LEADER IN LIGHTING SOLUTIONS  
An Acuity Brands Company  
214 OAKWOOD AVENUE - NEWARK, OHIO 43055



Shaft Style



4.5" L4E



4" Dia. Smooth  
S4C & S4J



3"-4" Dia. Tapered  
T4C



5.25" L5J



5" Dia. Smooth  
S5J



3"-5" Dia. Tapered  
T5C



5.75" L6J



5" Dia. Fluted  
F5J



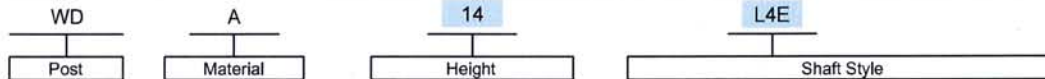
4" Dia. Fluted  
F4C & F4J



Fluted Tapered  
FTJ

TM  
**WADSWORTH**  
Aluminum Pole  
Architectural  
Outdoor

ORDERING INFORMATION:



WD = Wadsworth

A = Aluminum

- 08 = 8'    15 = 15'    Cast Pole  
09 = 9'    16 = 16'    08 = 8'-0"  
10 = 10'    17 = 17'    10 = 10'-0"  
11 = 11'    18 = 18'    12 = 12'-0"  
12 = 12'    19 = 19'    14 = 13'-7"  
13 = 13'    20 = 20'  
14 = 14'    21 = 21'  
            22 = 22'

- FTJ = Fluted Tapered (Cast), .25  
F4C = 4" DIA. Fluted, .125 Wall  
F4J = 4" DIA. Fluted, .25 Wall  
F5J = 5" DIA. Fluted, .25 Wall  
L4E = SiteLink 4.5" Fluted, .156 Wall  
L5J = SiteLink 5.25" Fluted, .25 Wall  
L6J = SiteLink 5.75" Fluted, .25 Wall  
S4C = 4" DIA. Smooth, .125 Wall  
S4J = 4" DIA. Smooth, .25 Wall  
S5J = 5" DIA. Smooth, .25 Wall  
T4C = 3" to 4" DIA. Tapered, .125 Wall  
T5C = 3" to 5" DIA. Tapered, .125 Wall



- 17 = 17" Round (TMP-85)  
(L4E = TMP-40009)  
(L5J & L6J = TMP-40010)  
19 = 19" Round (TMP-98)

- P01 = POLE CAP  
P05 = 3" O.D. X 4" LG.  
P07 = 3" O.D. X 3" LG.  
P08 = 3" O.D. X 5" LG.  
P09 = 3" O.D. X 6" LG.  
P10 = 3" O.D. X 9" LG.  
P11 = 4.38 O.D. x 12" LG.  
(3" O.D. = ACTUAL SIZE IS 2.88" O.D.)

- P12 = 3" O.D. X 12" LG.  
P13 = 3" O.D. X 8" LG.  
P14 = 3" O.D. X 14" LG.  
P15 = 3.5" O.D. X 8" LG.  
P16 = 4.5" O.D. X 10" LG.  
PT1 = VGC Plate

- ABG = Anchor Bolts Galvanized Steel  
LAB = Less Anchor Bolts  
DBB = Direct Burial Base Galvanized Steel

- BK = Black  
BD = Dark Blue  
BZ = Bronze  
GH = Graphite  
GN = Green  
GR = Gray  
PP = Prime Painted  
SL = Silver  
WH = White

Options

- EXXX<sup>2</sup> = Provision for eye bolt.  
LXXX<sup>2</sup> = Large provision.  
RXXX<sup>2</sup> = Receptacle provision.  
SXXX<sup>2</sup> = Small provision.  
FGB = GFI receptacle in base

SPECIFICATIONS

DESCRIPTION

The lighting post shall be all aluminum, one-piece construction, with a classic tapered and fluted base design.

MATERIALS

The base and fluted tapered cast shaft shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. The tapered shaft shall be extruded from aluminum, ASTM 6063 alloy, spun to a tapered shape, then heat treated to a T6 temper. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

CONSTRUCTION

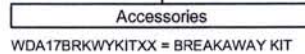
The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All welding shall be per ANSI/AWS

DIMENSIONS

The post shall be X'- XX" in height with a 17" or 19" diameter base. The shaft diameter shall be XX". At the top of the post, an integral tenon with a transitional donut shall be provided for luminaire mounting.

INSTALLATION

The post shall be provided with four, hot dip galvanized L-type anchor bolts. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

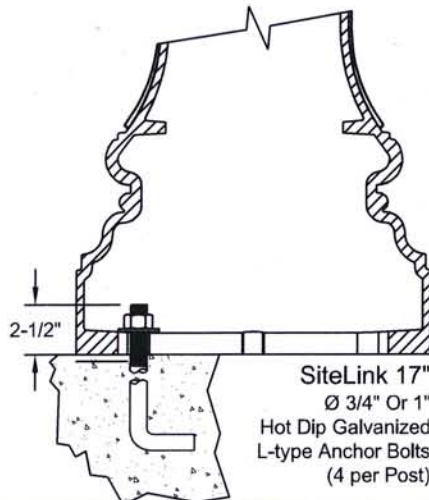
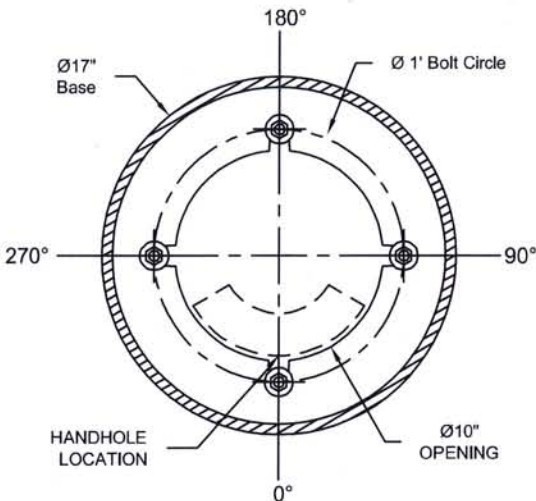
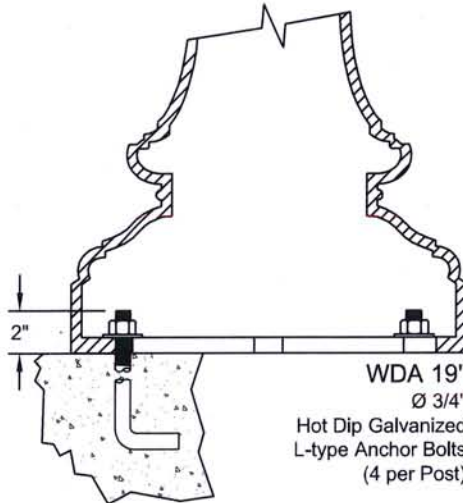
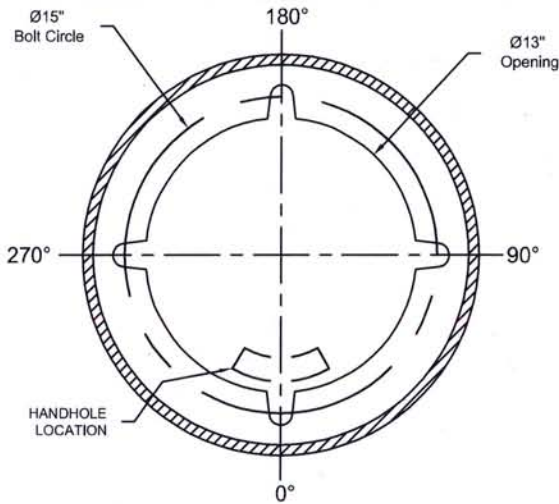
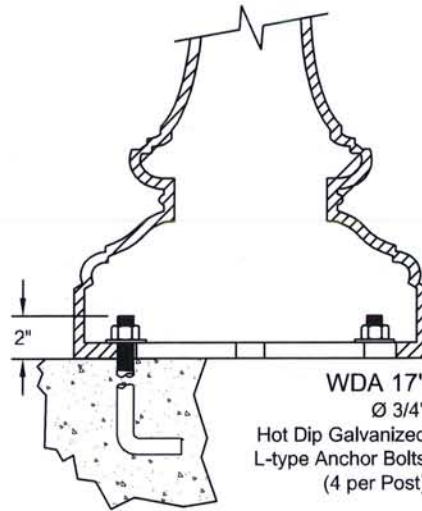
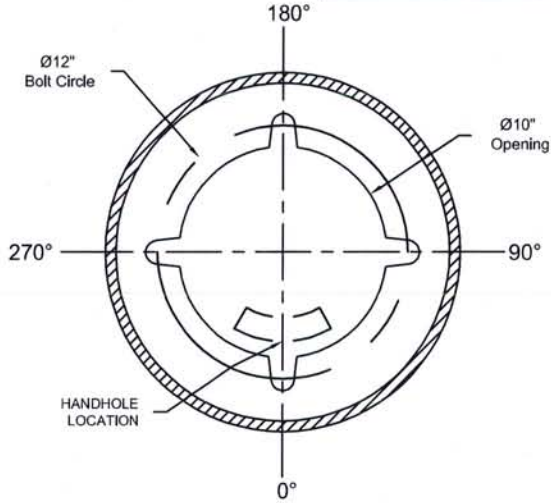


THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO OBTAIN SUCH PERMITS AND APPROVALS. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS FOR INSTALLATION AND MAINTENANCE. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO PROTECT THE POLE FROM DAMAGE. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO PROTECT THE POLE FROM THEFT. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO PROTECT THE POLE FROM VANDALISM. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO PROTECT THE POLE FROM OTHER DAMAGES. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO PROTECT THE POLE FROM OTHER DAMAGES. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR THE CUSTOMER'S FAILURE TO PROTECT THE POLE FROM OTHER DAMAGES.

ORDER #:	
TYPE:	
DRAWN:	KRW
DATE:	10/3/13
DWG #:	POL_WDA

\* - Replace "XXX" with height from grade (inches), can be up to 3 digits. Must use whole numbers. Leading zeros are not used. Replace Y with orientation from hand hole (A=0, B=90, C=180, D=270). Add multiple provisions as necessary to cover each location. Must validate EPA restrictions for banners.

# ANCHORAGE GUIDE



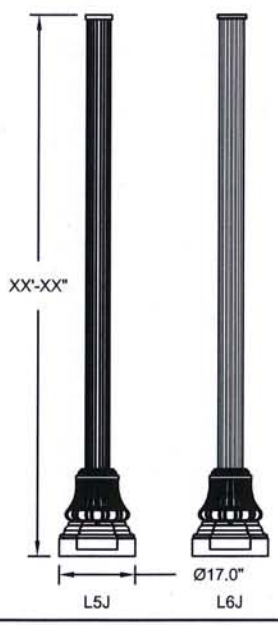
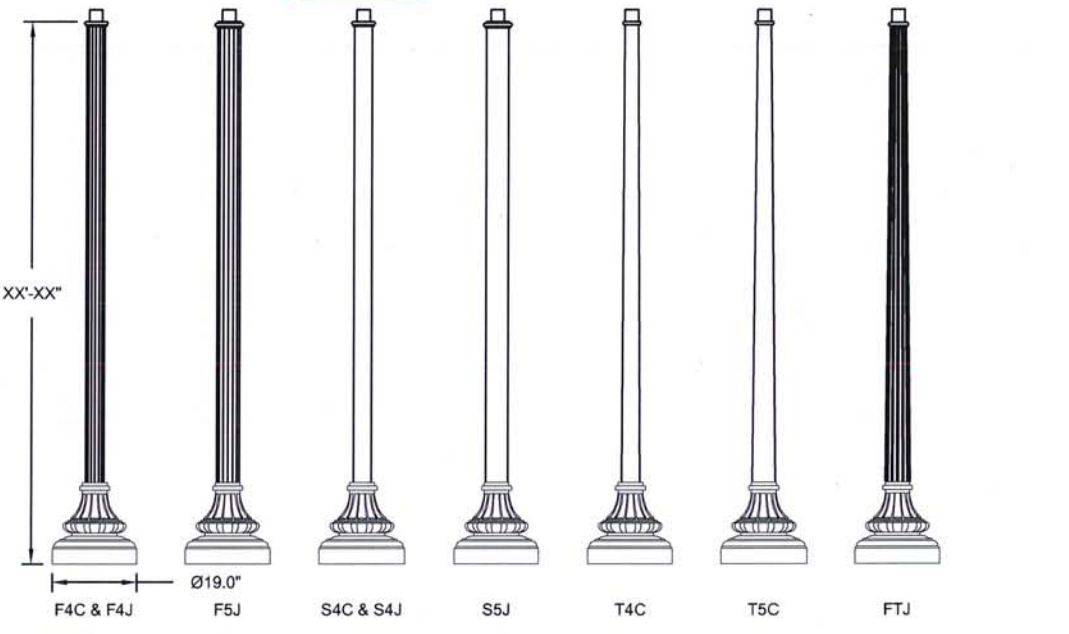
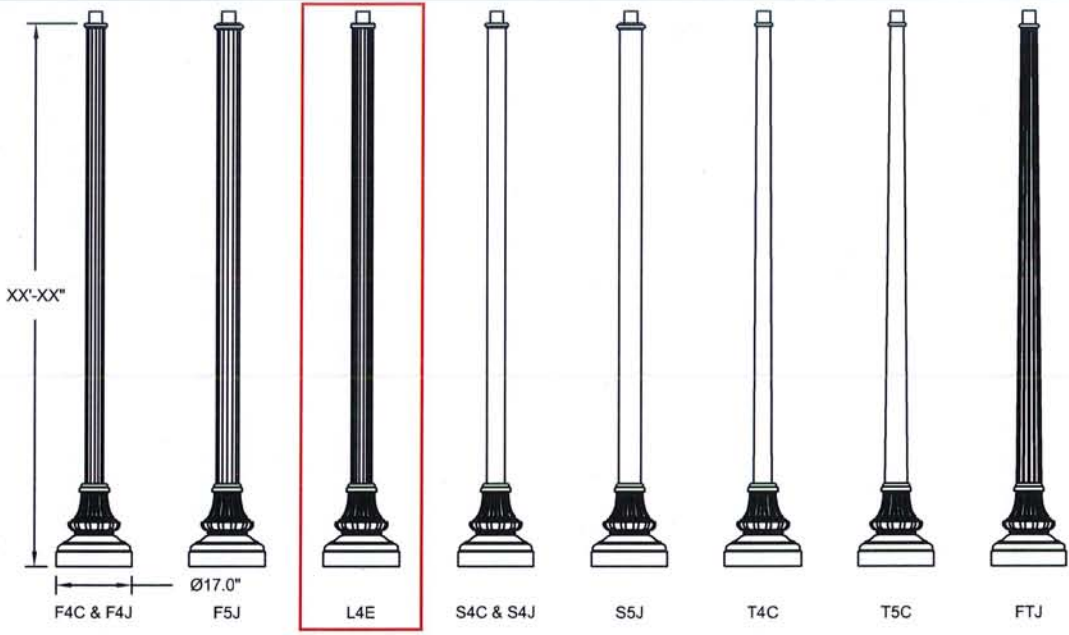
WADSWORTH<sup>TM</sup>  
Aluminum Pole

Architectural  
Outdoor

**HOLOPHANE**<sup>®</sup>  
LEADER IN LIGHTING SOLUTIONS  
An Acuity Brands Company  
© 2010 Acuity Brands Lighting, Inc., All Rights Reserved

THIS DRAWING WHEN APPROVED, SHALL BECOME THE COMPLETE SET OF CONTRACT DOCUMENTS FOR THE HOLOPHANE PRODUCT NOTED ABOVE. ALL DIMENSIONS SHALL BE SUPPLIED BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH THE ORDER. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

ORDER #:	
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DATE:	10/3/13
DWG #:	POL_WDA



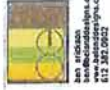
WADSWORTH<sup>TM</sup>  
 Aluminum Pole

Architectural  
 Outdoor



THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE OR ITS SUBSIDIARIES. IT IS THE PROPERTY OF HOLOPHANE AND IS TO BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING AND PROVIDING THIS PRINT AS THE PROPER TEMPLATE TO MATCH THE POLE LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

ORDER #:	
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DWG #:	POL_WDA



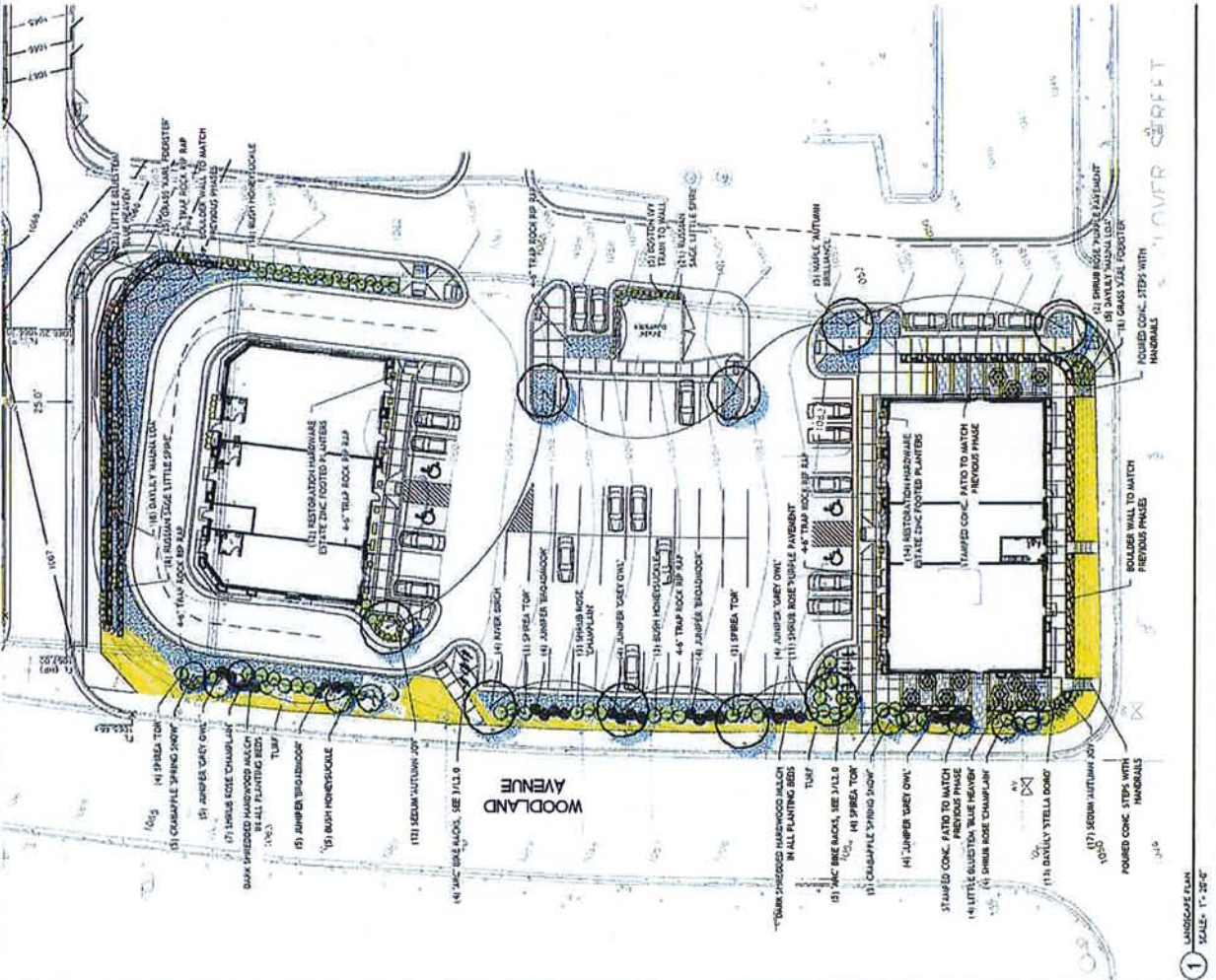
# Exhibit C

NO.	DATE	DESCRIPTION
1	10/22/14	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		

DESIGNED BY: [Signature]  
 REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT  
 STATE OF MASSACHUSETTS  
 LICENSE NO. 1000000000  
 EXPIRES 12/31/15  
 CITY REVIEW SUBMITTAL  
 ISSUED 10/22/14

- 1. LANDSCAPE PLAN SCALE: 1" = 20'-0"**
- 2. CITY LANDSCAPING REQUIREMENTS - USE REFERENCE ONLY SCALE: NTS**
- 3. PLANT SCHEDULE SCALE: NTS**
- 4. STATE PLANTER SCALE: NTS**

PLANT SCHEDULE	COMMON NAME	SIZE	QUANTITY
1	Large Decid Tree	24" DBH	1
2	Small Decid Tree	12" DBH	2
3	Medium Decid Tree	18" DBH	1
4	Large Shrub	6" DBH	2
5	Medium Shrub	4" DBH	4
6	Small Shrub	2" DBH	8
7	Large Perennial	12" H	2
8	Medium Perennial	8" H	4
9	Small Perennial	6" H	8
10	Large Annual	12" H	2
11	Medium Annual	8" H	4
12	Small Annual	6" H	8
13	Large Groundcover	12" H	2
14	Medium Groundcover	8" H	4
15	Small Groundcover	6" H	8
16	Large Succulent	12" H	2
17	Medium Succulent	8" H	4
18	Small Succulent	6" H	8
19	Large Flowering Plant	12" H	2
20	Medium Flowering Plant	8" H	4
21	Small Flowering Plant	6" H	8
22	Large Ornamental Grass	12" H	2
23	Medium Ornamental Grass	8" H	4
24	Small Ornamental Grass	6" H	8
25	Large Tree	24" DBH	1
26	Medium Tree	18" DBH	1
27	Small Tree	12" DBH	2
28	Large Shrub	6" DBH	2
29	Medium Shrub	4" DBH	4
30	Small Shrub	2" DBH	8
31	Large Perennial	12" H	2
32	Medium Perennial	8" H	4
33	Small Perennial	6" H	8
34	Large Annual	12" H	2
35	Medium Annual	8" H	4
36	Small Annual	6" H	8
37	Large Groundcover	12" H	2
38	Medium Groundcover	8" H	4
39	Small Groundcover	6" H	8
40	Large Succulent	12" H	2
41	Medium Succulent	8" H	4
42	Small Succulent	6" H	8
43	Large Flowering Plant	12" H	2
44	Medium Flowering Plant	8" H	4
45	Small Flowering Plant	6" H	8
46	Large Ornamental Grass	12" H	2
47	Medium Ornamental Grass	8" H	4
48	Small Ornamental Grass	6" H	8



**1. LANDSCAPE PLAN SCALE: 1" = 20'-0"**



brm architect  
www.brmanarchitect.com  
612.382.0202

Project: **SHH**

revision	date	description
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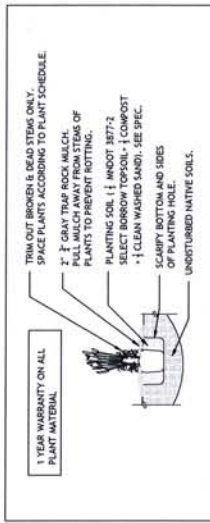
I hereby certify that the site plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota pursuant to the

LANDSCAPE  
DETAILS

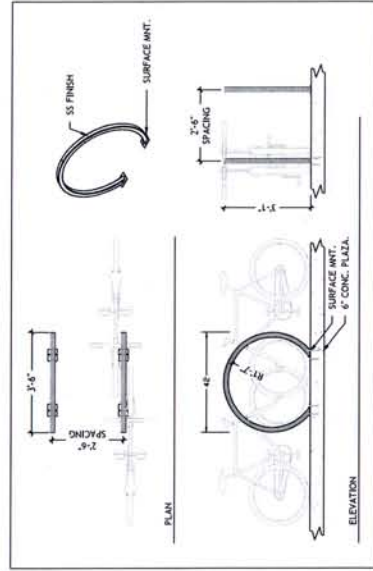
L2.0

- All quantities, shapes of beds and locations shall be verified and adjusted as required to conform to the exact conditions of the site. Review with Landscape Architect prior to signing contract. Notify the Landscape Architect of any conflicts to facilitate plant relocation. Contractor shall be responsible for the repair of any damages to same.
- Contractor shall coordinate with all applicable codes, regulations and permits governing the work.
- The Contractor shall be responsible for all materials and planting soil shown on the plant schedule.
- The Contractor shall remove from the site all sod/turf which has been removed for new plant beds. Long-term storage of materials or supplies shall be located in and weathered until installation. Plants not mentioned in this schedule shall be specified by the Contractor's response.
- The Contractor shall be responsible for the repair of any damage to existing facilities shall be repaired at the Contractor's expense.
- All waste shall be properly removed from the site. Any damage to existing facilities shall be repaired at the Contractor's expense.
- The Contractor shall be responsible for the repair of any damage to existing facilities shall be repaired at the Contractor's expense.
- All planting stock shall conform to the American Standard for Nursery Stock (ANSI), latest edition, of the American Association of Nurserymen, Inc. All planting stock shall be inspected and certified by a qualified independent contractor under a written contract. The guarantee shall cover the full cost of replacement, including labor and plants.
- Planting stock shall be delivered to the site by the Contractor on or before the date specified in the contract. Delivery shall be made during the months of Spring, April 15th - June 30th and Fall, August 15th - Nov 15th.

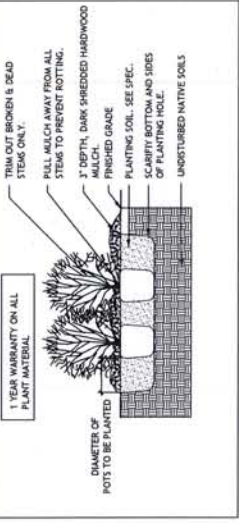
**1** PLANTING NOTES  
SCALE: 1" = 2'-0"



**2** PERENNIAL PLANTING DETAIL  
SCALE: 1" = 2'-0"

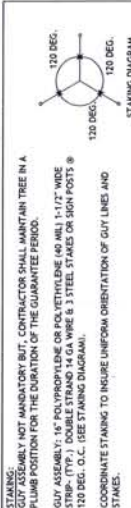
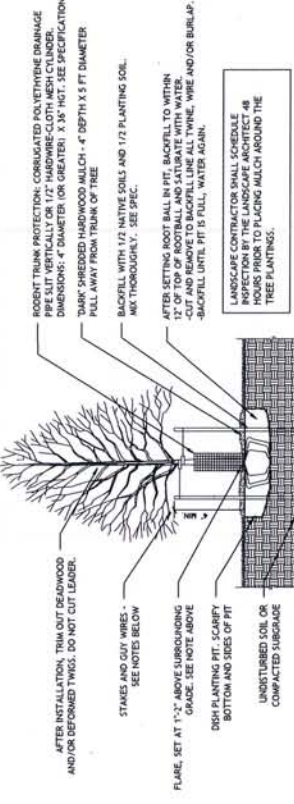


**3** BIRK BEGS  
SCALE: 1" = 2'-0"



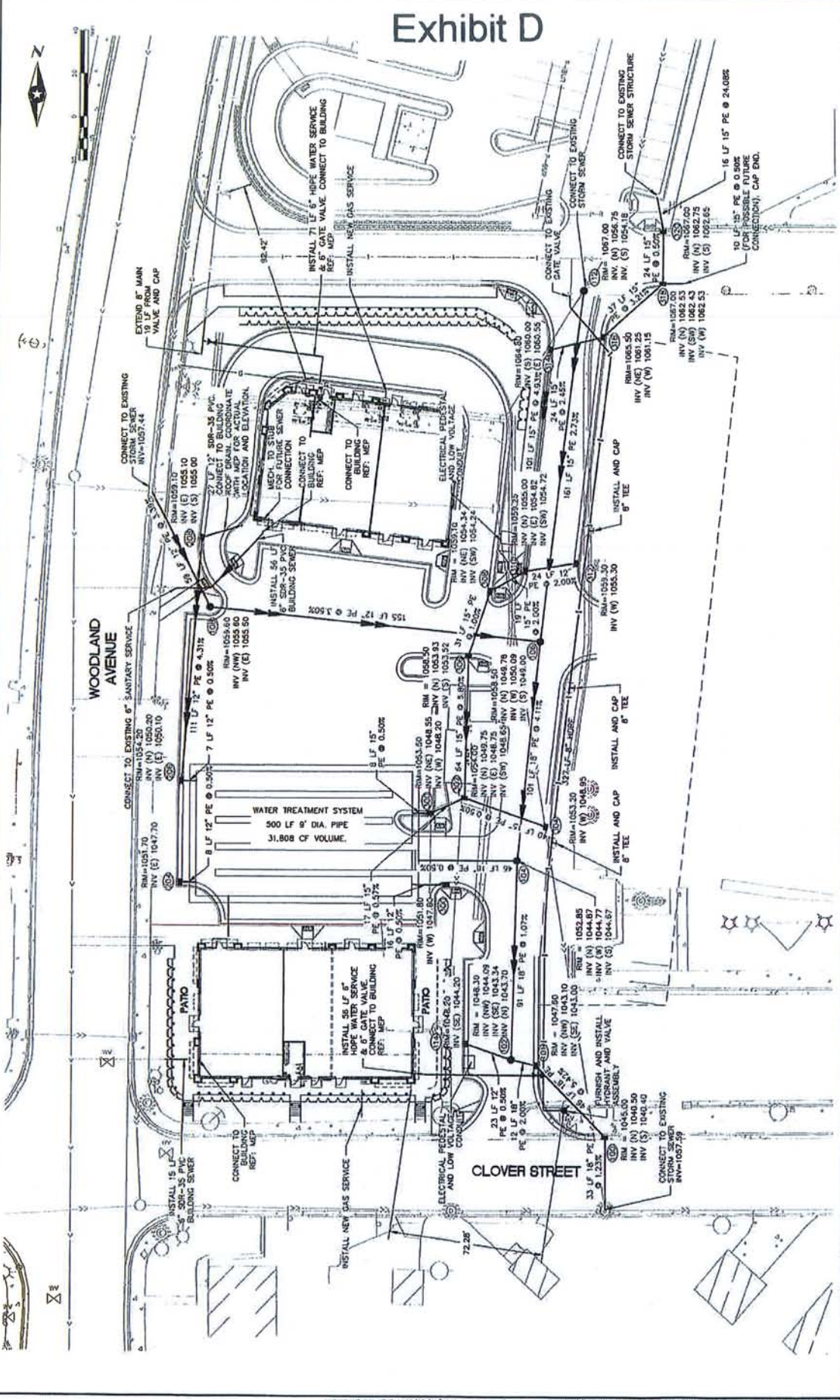
**4** SHRUB PLANTING DETAIL  
SCALE: 1" = 4'-0"

- TREES WITH BE REJECTED FOR THE FOLLOWING REASONS:
- POOR FORM
  - DAMAGED TRUNK
  - ENCLING TRANSPORT ROOTS
  - UNCONSOLIDATED ROOTBALL SOIL (DUE TO EXCESSIVE HANDLING)
- 1 YEAR WARRANTY ON ALL PLANT MATERIAL
- NOTES:
- 1) CONTRACTOR SHALL LOCATE WITH PIN THE ROOT FLARE OF EACH TREE PRIOR TO DIGGING THE PLANTING PIT. (THE FLARE IS THE TRANSITION ZONE BETWEEN THE MAIN STEM AND THE ROOT SYSTEM). ROOTBALL TO EXPOSE TOP OF FLARE. TREES WITH MORE THAN 2" OF EXCESS MULCH ABOVE THE FLARE WILL BE REJECTED. MEASURE DISTANCE BETWEEN FLARE AND BOTTOM OF ROOTBALL. SUBTRACT 10% TO DETERMINE DEPTH OF PLANTING PIT.
  - 2) TREE WITH 1" DEPTH DETERMINED ABOVE PIT SHALL BE DISHED WITH SIDEWALLS AS SHOWN BELOW. SCARIFY WALLS AND BOTTOM OF PIT.
  - 3) SET TREE IN PIT SO THAT FLARE IS ONE-TWO INCHES ABOVE SURROUNDING GRADE.
  - 4) IN ALL AREAS WITH HEAVY CLAY OR POORLY DRAINED SOILS (MOTTLED), CONTACT LANDSCAPE ARCHITECT. TREE MAY BE RELOCATED OR ROOTBALL FURTHER ELEVATED.



**5** TREE PLANTING DETAIL  
SCALE: 1" = 1'-0"

# Exhibit D



DRAWN BY:	DESIGNED BY:	CHECKED BY:	DATE:	NO.:	BY:	DATE:	REVISIONS:

**SEH**  
 PROJECT: 2013223021  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 07/23/2014  
 TITLE: UTILITY PLAN

BLUESTONE RETAIL PHASE 3

UTILITY PLAN

3

12

**Seventh Amendment to the Regulating Plan (Approved May 24<sup>th</sup>, 2012)**

BlueStone Commons, LLC  
Village Center Development, LLC  
Woodland Commons, LLC

March 18, 2015

**1. Purpose**

This amendment is for the purpose of updating the BlueStone Regulating Plan approved May 24, 2012, amended by that certain First Amendment dated August 27, 2012, that certain Second Amendment dated December 21, 2012, that certain Third Amendment dated June 19, 2013, that certain Fourth Amendment dated June 5, 2014 and that certain Fifth Amendment dated September 30, 2014, that certain Sixth Amendment dated October 3, 2014, and as ratified by City of Duluth Ordinance No. 10271 dated December 16, 2013 (collectively, the “Regulating Plan”) to incorporate completed phases and updated site plans.

The Applicant proposed construction of the phase identified in the phasing plan attached to the Regulating Plan as Phase 2R (BlueStone Flats). In connection with the start of this Phase, the Applicant now wishes to incorporate updated site, lighting, landscaping and underground storm water plans for said Phase 2R into the Regulating Plan and to replace all references of BlueStone Lofts II to BlueStone Flats.

**2. Amendment to the Regulating Plan – Phasing Site Plans**

The following attachments shall supplement and update the original phasing and site plans included in the Regulating Plan for the referenced Phases:

Exhibit A – Phase 2R (BlueStone Flats) site plan

**3. Amendment to the Regulating Plan – Lighting Plan, Landscaping Plan, and Underground Storm Water Plan**

The following attachments shall replace their original counterparts included in the Regulating Plans:

Exhibit B – Lighting plans and drawing for Phase 2R (BlueStone Flats)

Exhibit C – Landscaping plan for Phase 2R (BlueStone Flats)

Exhibit D – Update underground storm water plan for Phase 2R (BlueStone Flats)

**4. Amendment to the Regulating Plan – Name Change**

All references to “BlueStone Lofts II, LLC.” are changed to “BlueStone Flats, LLC.”

All references to “BlueStone Lofts II” are changed to “BlueStone Flats”



**5. Authority**

The alterations do not alter major elements of the approved Regulating Plan and do not constitute a variance from the provisions of Chapter 50 of the Unified Development Chapter.

BlueStone Commons, LLC, a Minnesota  
Limited liability company



By: Mark W. Lambert  
Its: Chief Manager

Village Center Development, LLC, a  
Minnesota limited liability company



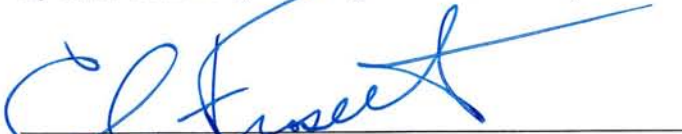

By: Mark W. Lambert  
Its: Chief Manager

Woodland Commons, LLC, a Minnesota  
limited liability company



By: Mark W. Lambert  
Its: Chief Manager

By order of the City Planning and Land Use Supervisor

  
\_\_\_\_\_  
Charles Froseth, Land Use Supervisor  
\_\_\_\_\_  
Keith Hamre, Director of Planning and Construction Services

# EXHIBIT A

## Phase 2R (BlueStone Flats) Site Plan

**LEGAL DESCRIPTION**  
TRACT A, B ACCOR HIGHWAY AND RIVERVIEW 114,  
ST LOUIS COUNTY, MO

**SETBACK INFORMATION**

- TRACT A
1. HEIGHT: 11 FEET
  2. WIDTH ALONG ELIZABETH STREET: 412 FEET
  3. BUILDING SETBACK:
  4. SIDE YARD: 10 FEET
  5. REAR YARD: 10 FEET

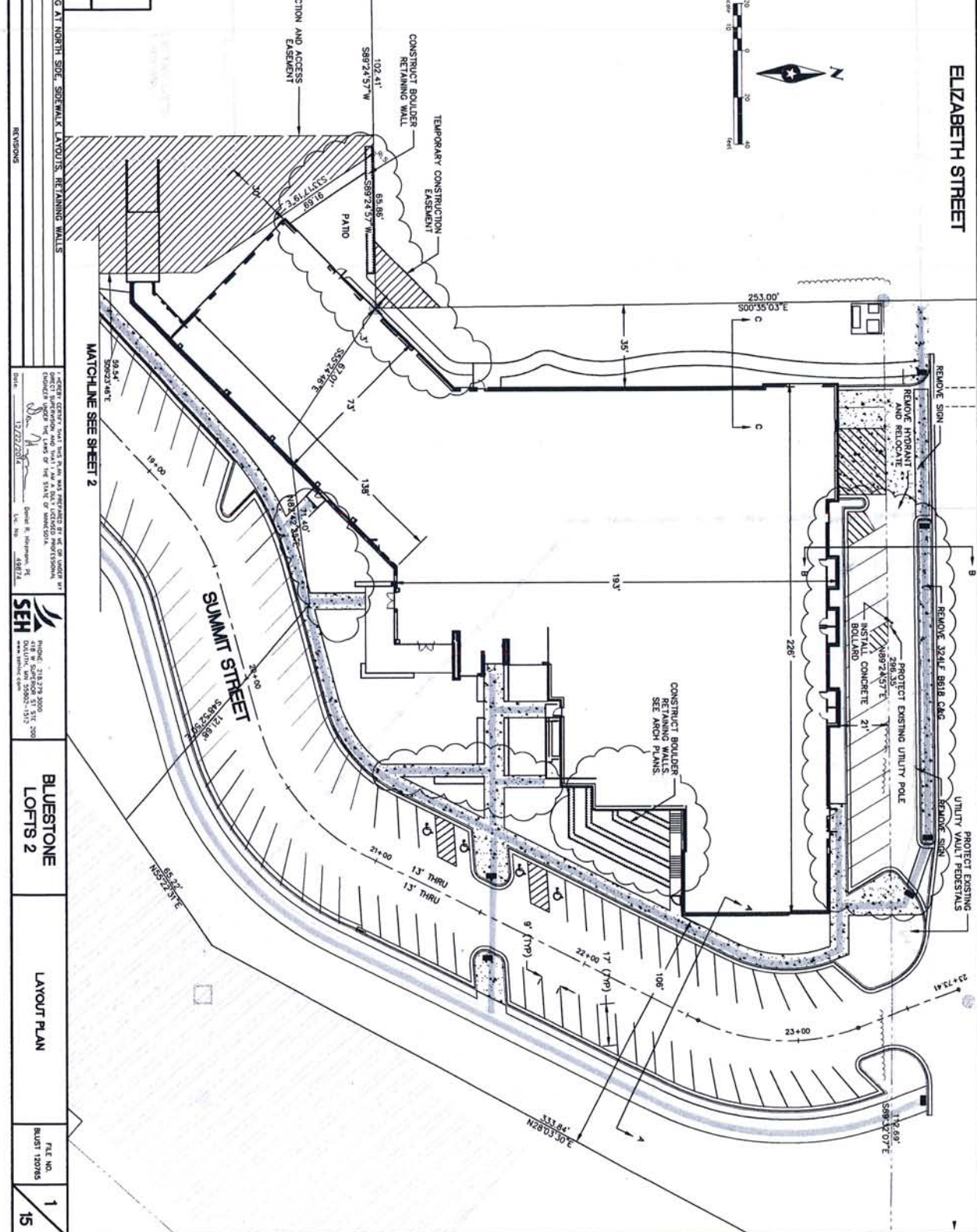
- TRACT B
1. HEIGHT: 11 FEET
  2. LOT SIZE: 17 ACRES
  3. WIDTH ALONG SUNNYSIDE STREET: 119 FEET
  4. BUILDING SETBACK: 5 FEET
  5. SIDE YARD: 10 FEET
  6. REAR YARD: 10 FEET

- TRACT C
1. HEIGHT: 11 FEET
  2. LOT SIZE: 1.76 ACRES
  3. WIDTH ALONG SUNNYSIDE STREET: 200 FEET
  4. BUILDING SETBACK: 5 FEET
  5. SIDE YARD: 10 FEET
  6. REAR YARD: 10 FEET

ADA ACCESSIBLE ROUTE

**GOVERNING REGULATIONS**  
THE 2014 EDITION OF THE MISSOURI DEPARTMENT OF CONSTRUCTION AND PROFESSIONAL SURVEYING BOARD'S REGULATIONS AND SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.  
THE FOLLOWING NOTES SHALL APPLY TO THIS PROJECT:

DESIGNED BY:	ADD
CHECKED BY:	JBH
DESIGN TEAM:	



REVISIONS

NO.	BY	DATE	DESCRIPTION
1	ADD	12/22/2014	INITIAL DESIGN

SEH  
1818 N. GARDEN ST., SUITE 110  
ST. LOUIS, MO 63103  
PHONE: 314.279.3000  
FAX: 314.279.3001  
WWW.SEH.COM

**BLUESTONE LOFTS 2**

LAYOUT PLAN

FILE NO. BLUST 120765

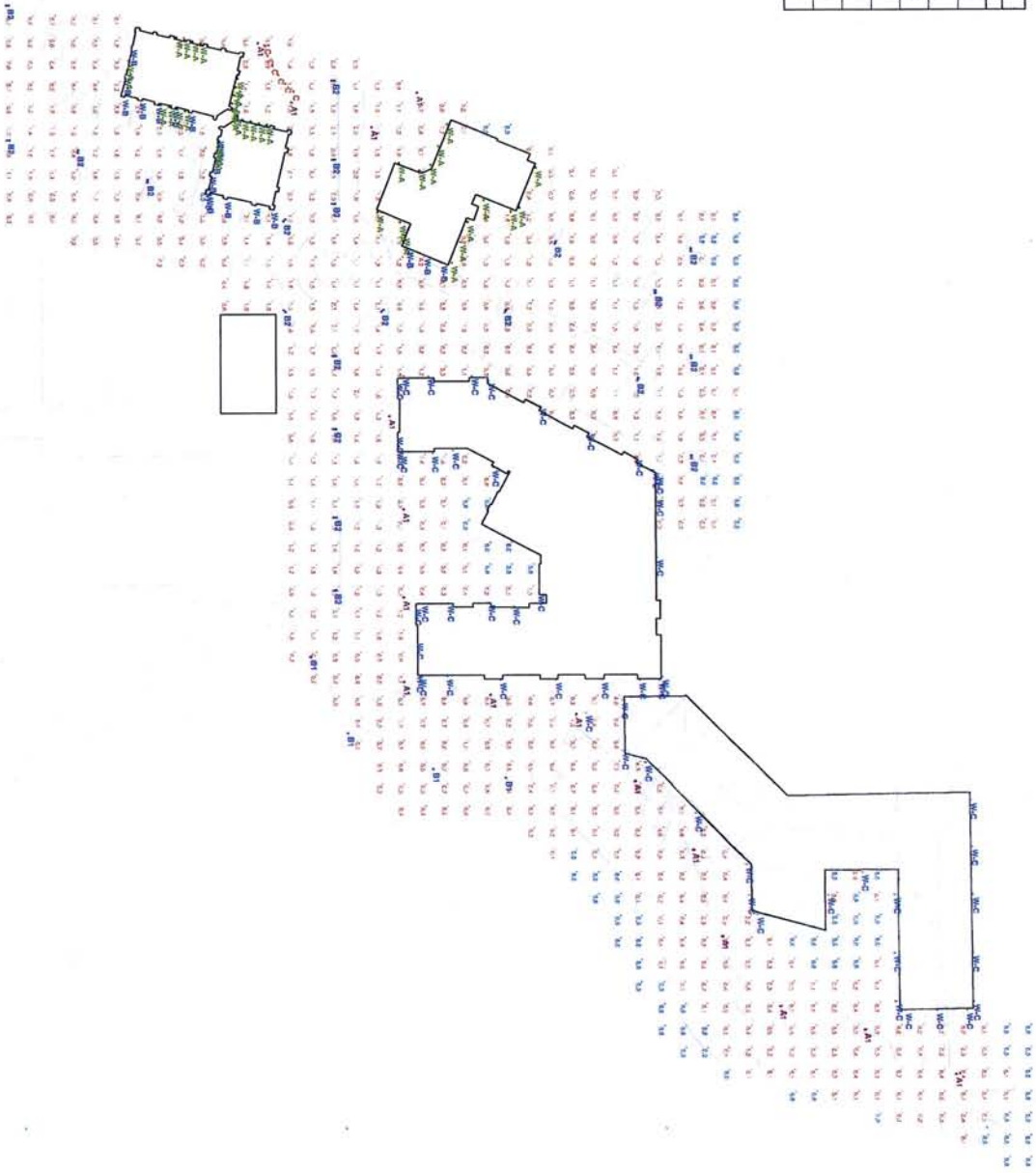
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15



# EXHIBIT B

Symbol	Level	Qty	Category Number	Description	Label	Luminaire LxH	Mounting
○	A1	18	14000000	Luminaire 2'x2'x4' LED 4100K	LED 4100K	24" x 48"	Recessed
○	B1	4	14000000	Luminaire 2'x2'x4' LED 4100K	LED 4100K	24" x 48"	Recessed
○	B2	21	14000000	Luminaire 2'x2'x4' LED 4100K	LED 4100K	24" x 48"	Recessed
○	C	8	14000000	Luminaire 2'x2'x4' LED 4100K	LED 4100K	24" x 48"	Recessed
○	M-1	20	14000000	Luminaire 4'x2'x4' LED 4100K	LED 4100K	48" x 24"	Recessed
○	M-2	19	14000000	Luminaire 4'x2'x4' LED 4100K	LED 4100K	48" x 24"	Recessed
○	M-3	55	14000000	Luminaire 2'x2'x4' LED 4100K	LED 4100K	24" x 48"	Recessed

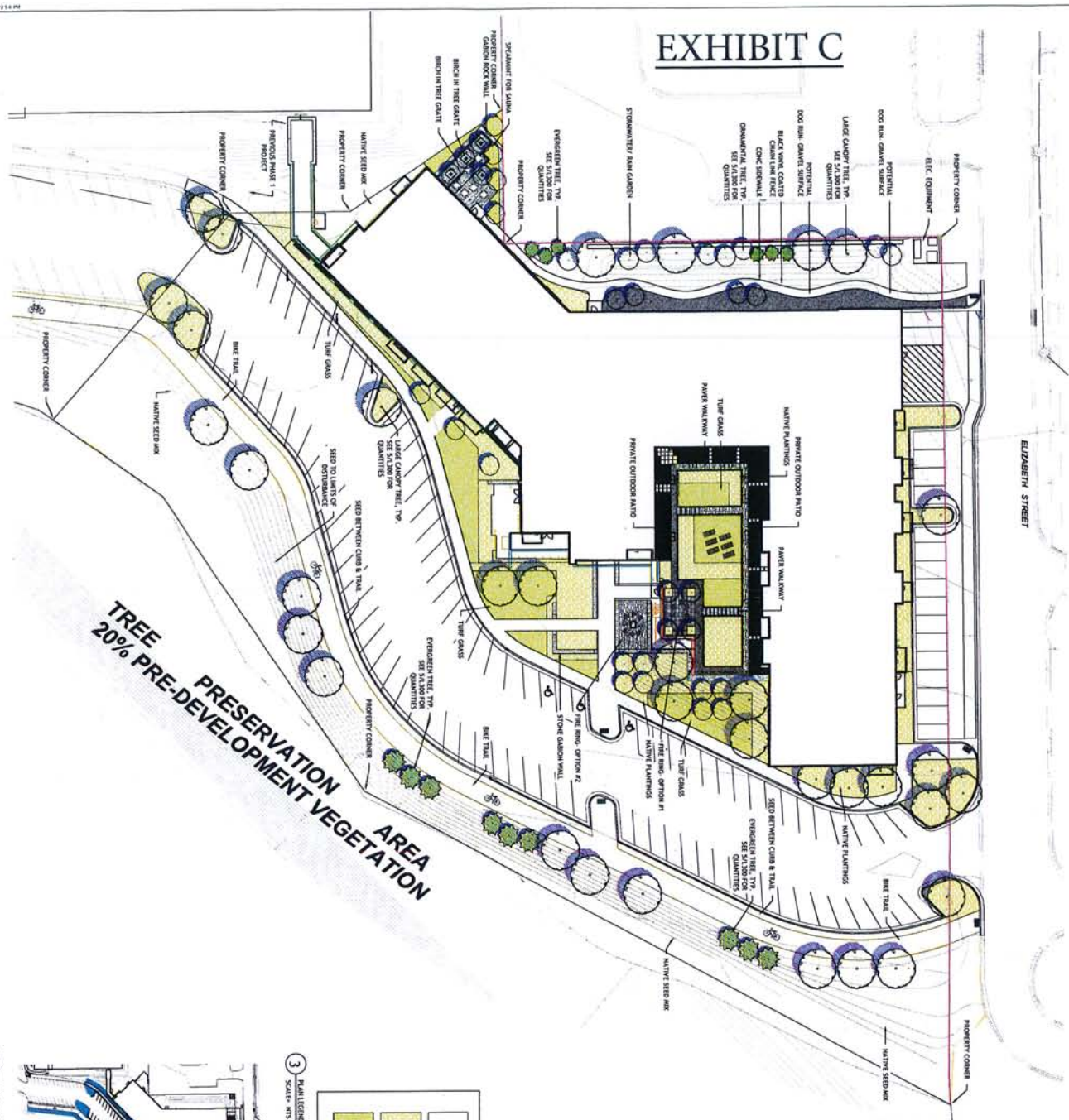


Designer: J.Marshall, LC  
 Date: Jul 18 2013  
 Scale:  
 Drawing No.:  
 1 of 1

BlueStone Lofts  
 Phase 1\_Exterior



# EXHIBIT C



**TREE 20% PRESERVATION AREA**  
**PRE-DEVELOPMENT VEGETATION**

**3.1.1.1 Landscape Design:** A minimum of 80% of the area of the proposed landscape shall be in the diverse planting of native plants and selected plants other than turfgrass.

**3.1.1.2 Native Plantings:** The area of dedicated aesthetic fields, (e.g. meadows, bogland, etc.) shall be planted with native plants and selected plants other than turfgrass, for public recreational benefits.

**3.1.2 Irrigation System Design:** Improving or installing irrigation systems to water areas shall be permitted to only where necessary on a building and within 3 feet (1 m) of a building.

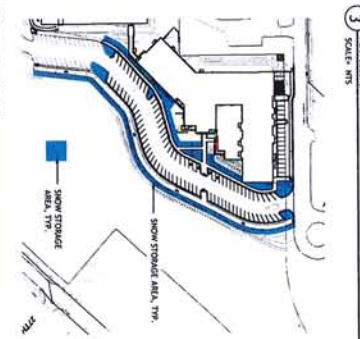
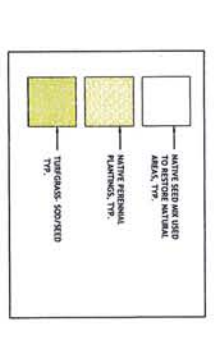
**3.1.3 Controls:** Any irrigation system for the project shall be controlled by a qualifying smart controller that uses meteorization and weather data to adjust watering schedules in accordance with ISMART Commercial-based Controller. The smart controller shall be installed in a secure location and shall be protected from tampering. All smart irrigation systems shall have a minimum of 10% of the total area of the project of installed or pre-wired meters in the field. Qualifying smart controllers shall meet the requirements of the International Association of Building Enclosure Manufacturers (IABEM) Commercial-based Controller. The smart controller shall also incorporate, or an on-site or remote server that automatically adjusts watering schedules based on weather data and other site-specific information. Smart controllers that use meteorization shall not use the following terms for controlling appropriate irrigation amounts:

- a. Irrigation efficiency - 80 percent maximum T<sub>W</sub>.
- b. Irrigation excess - not to exceed 10 percent.

**2 LANDSCAPE NOTES**

Plant materials shall be from the city's approved landscaping plant list as shown in the IUCP. All plant materials shall be of the highest quality and shall conform to the American Standard for Nursery Stock of the American Nursery and Landscape Association.

GROSS SITE AREA	2.97 AC / 129,273 SF
NET LOT AREA	30,540 SF
NET LOT AREA NATURAL VEGETATION	31,128 SF
NET LOT AREA TURFGRASS	30,540 SF
NET LOT AREA TURFGRASS TO BE REMOVED	30,540 SF
NET LOT AREA TURFGRASS TO BE PRESERVED	30,540 SF
NET LOT AREA TURFGRASS TO BE REPLACED	30,540 SF
NET LOT AREA TURFGRASS TO BE REPLACED WITH NATIVE PLANTINGS	30,540 SF
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**BLUESTONE LOFTS**  
PHASE II

207 Summit Street  
Duluth, MN

esc  
500 Washington Avenue South  
Duluth, MN 55812  
Tel: 218.825.1111  
Fax: 218.825.1112

**BUILDING PERMIT SET**  
2014-12-22

DATE: 12/22/14  
DRAWN BY: [Name]

1. I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional landscape architect in the State of Minnesota.

Registration Number: 30230  
Date: 12/22/14

218.110  
L100



I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

Signature: \_\_\_\_\_  
Registration Number: 50326L  
Date Issued: 12/28/11  
Drawn by: JLM

**BUILDING PERMIT SET**  
2014-12-22

ORIGINAL DATE: 11-14-11  
REVISIONS:  
NO. DESCRIPTION DATE  
1 PERMIT SET 12/22/11

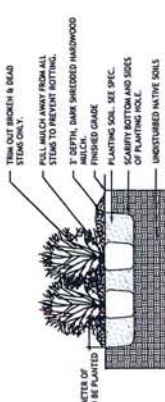
210410  
PROJECT NUMBER  
BL-14-11-001  
DRAWN BY: JLM

LANDSCAPE DETAILS

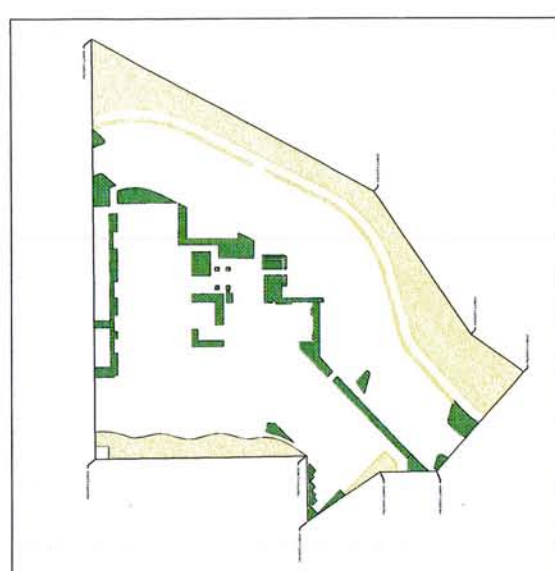
**L300**

- Note: The Contractor may elect to plant in the off-seasons entirely at his/her discretion.
1. All quantities, shapes of beds and locations shall be verified and adjusted by the Contractor.
  2. The Contractor shall be responsible for the construction of the site. Review with the landscape architect prior to signing.
  3. Locate all utilities and structures to be removed or relocated. Contractor shall be responsible for the repair of any damages to same.
  4. The Contractor shall be responsible for all materials and planting list, including quantities, shapes of beds and locations to be installed with an appropriate code, regulations and permits governing the work.
  5. The Contractor shall remove from the site all material which has been removed from the work shown on the plan. Verify all quantities shown on the plan schedule.
  6. The Contractor shall be responsible for all materials and planting list, including quantities, shapes of beds and locations to be installed with an appropriate code, regulations and permits governing the work.
  7. The Contractor shall be responsible for all materials and planting list, including quantities, shapes of beds and locations to be installed with an appropriate code, regulations and permits governing the work.
  8. The Contractor shall be responsible for all materials and planting list, including quantities, shapes of beds and locations to be installed with an appropriate code, regulations and permits governing the work.
  9. The Contractor shall be responsible for all materials and planting list, including quantities, shapes of beds and locations to be installed with an appropriate code, regulations and permits governing the work.
  10. All planting stakes that conform to the American Standard for Nursery Stock shall be prepared at the Contractor's expense. Any change in existing conditions shall be prepared at the Contractor's expense.
  11. All plants shall be guaranteed for ONE YEAR from the date of substantial completion unless otherwise specified. The guarantee shall cover the full cost of replacement and labor.
  12. Second Time of Planting: April 15th - June 30th  
Fall: August 15th - November 15th

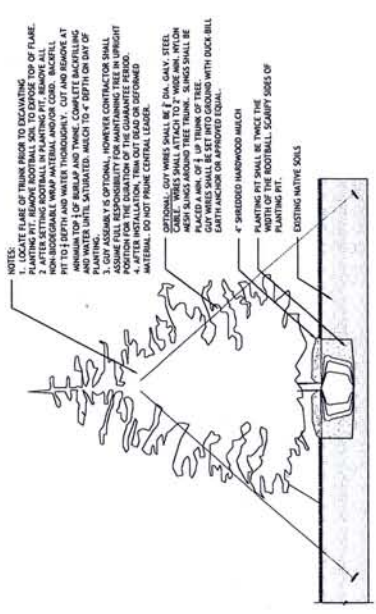
**3** PLANTING NOTES  
SCALE: NTS



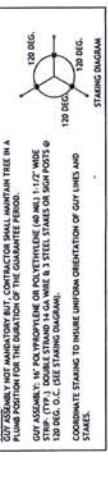
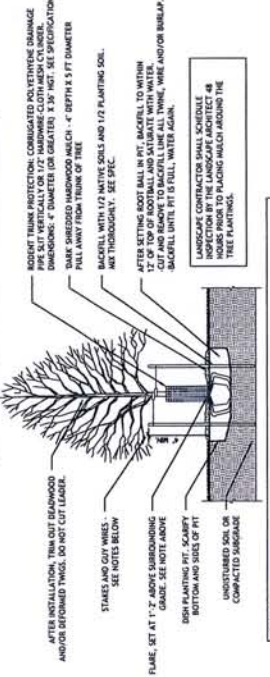
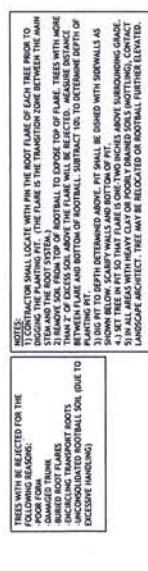
**4** PLANTING NOTES  
SCALE: NTS



**6** NATURAL VEGETATION DIAGRAM SHOWING 65% OF NET LOT SITE AREA TO BE NATURAL PLANTINGS  
SCALE: 1" = 80' 0"



**1** EMERGED TREE DETAIL  
SCALE: 1" = 2' 0"



**2** DEADWOOD TREE DETAIL  
SCALE: 1" = 2' 0"

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1/2\"/>		
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**5** PRELIMINARY PLANT LIST  
SCALE: NTS

EXHIBIT D

# Redevelopment Through Phase 4 (Lofts 2)

Drainage Report  
Duluth, Minnesota

SEH No. BLUST 120765

December 30, 2014

**DRAFT**



Building a Better World  
for All of Us<sup>®</sup>

Engineers | Architects | Planners | Scientists

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Figure 2	Existing Conditions Drainage Map



# Redevelopment Through Phase 4 (Lofts 2)

## Drainage Report

Prepared for BlueStone Commons LLC

### 1.0 Introduction

The proposed BlueStone Commons Development consists of commercial buildings, multi-unit housing, streets, trails, and parking areas located north of Clover Street between Woodland Avenue and East 8<sup>th</sup> Street. The development will create a friendly environment for students to live, work, and shop. The project was broken into multiple phases with hydrologic studies currently completed for:

- Overall Development Reports (7/17/13, 8/8/13, 10/16/14)
- Phase 1, Lofts 1 & Retail Phase 2 (7/10/12)
- Phase 2, Retail Phase 1 (10/28/13)
- Phase 3, Retail Phase 3 (10/16/14)

The information provided within this Drainage Report includes a summary of existing conditions and redevelopment through Phase 4, herein known as Lofts 2, located in the northeast section of the development.

### 2.0 Project Narrative

Construction of the overall proposed BlueStone Commons Development will require the removal of seven existing residential homes and an existing school building. Approximately 40% of the existing wooded area will be preserved and overall drainage patterns of the site will be retained. Runoff will be treated and detained on-site through the use of underground facilities, filtration basins, and other BMPs, as necessary, to meet requirements.

The Lofts 2 portion of the development will consist of a new building, the connection of Summit Street to Elizabeth Street, the addition of parking along Elizabeth Street, and various pathways and trails. Additionally, the Lofts 2 portion of the development will include a rock trench which will serve as an infiltration element for stormwater treatment.

### 3.0 Pre and Post-Redevelopment Conditions

The existing and proposed conditions were analyzed using HydroCAD and WinSLAMM software. Models will be submitted to the City upon request. A summary of the results through Phase 4 are provided within this report.

#### 3.1 Pre-Redevelopment Conditions:

The pre-redeveloped site includes a school, residential homes, open green space, and undeveloped wooded areas. The site soils include Barto-Greysolon-Rock outcrop complex, Urban land-Cultre-Rock outcrop complex, and bedrock. The site slopes to the southwest at 0 – 18% grades. The majority of site runoff flows overland to on-site catch basins or adjacent

Additional treatment systems were explored for the NE2 basin, but shallow rock and a lack of storm sewer in Elizabeth Street proved to make alternative systems (such as underground treatment) not cost effective.

Table 2 describes the hydrologic parameters of the site based on the improvements to the site through Phase 4.

**Table 2  
Post-Redevelopment Hydrologic Parameter Summary**

Drainage Area	Total Acres	CN	T <sub>c</sub>	Notes
P1.4	0.3	82	15	Construction Complete
DEV1	4.3	93	12	Construction Complete
NE1	2.4	92	12	Portion to be Constructed
NE2.1	0.6	93	7	To be Constructed
NE2.2	0.2	98	7	To be Constructed
RD1	0.4	96	7	Construction Complete
RD2	2.7	91	12	Portion has been Constructed
FD1	1.5	95	12	Under Construction
FD2	0.9	94	10	Future (Portion of EX1)
FD3	2.2	86	12	Future (Portion of EX2)
FD4	1.9	96	12	Future (Portion of EX1)
PR3	4.7	78	15	To Remain Undeveloped
<b>TOTALS</b>	<b>22.0</b>			

Shaded areas indicated areas that will be redeveloped through proposed Phase 4.

#### 4.0 Permanent Water Quality and Peak Discharge Rate Control

The overall proposed development will be a combination of new development and redevelopment. To establish the City TSS removal requirement, a weighted calculation was completed and is shown in the previous overall development report. A required TSS removal efficiency of 66% was determined for the entire development.

The peak flow rates from the site will be maintained and/or reduced from the existing conditions.

**Table 3  
Stormwater Water Quality and Rate Control Requirement Summary**

Type of Requirement	Development Trigger	Required Treatment
Disturbed Area	New and Redevelopment > 1 Acre	66% TSS Removal (Weighted Average)
Stormwater Flow Volume Reduction or Pollutant Removal	Bedrock and heavy clay soil limitations.	66% TSS Removal (Weighted Average)
Runoff Rate Control	New and Redevelopment	Match or reduce predevelopment peak flow rates for all storm events.

## 4.2 Runoff Rate Control:

HydroCAD Version 10.0 modeling software was utilized in the analysis, using the SCS method to estimate peak flows and verify the runoff rate control requirement. Modeling data is available for review by the City upon request.

The following Type II 24-hour storm events were modeled:

- 2 year storm event – 2.55"
- 10 year storm event – 3.80"
- 100 year storm event – 5.30"

Peak flow rate control for basin NE1 is accomplished using the existing filtration basin (treatment system #2). This basin was originally designed to account for the additional flow that would be generated from the full development of basin NE1.

Peak flow rate control for basin NE2.1 is accomplished by accounting for 1.6" of detention that occurs on the flat top roof of Lofts 2 during the 100-year event. This depth accounts for the 0.4 acres of rooftop which is tributary to basin NE2.1. Additional storage exists in the rock trench (treatment system #7), but this storage was not accounted for in the HydroCAD modeling. The rate reduction achieved using the rooftop detention offsets the added peak flows that occur from undetained basin NE2.2.

**Table 5**  
**HydroCAD Peak Flow Results Summary Through Phase 4**

Modeling results reflect the total peak flow (cfs) leaving the site

	Existing Conditions			Developed Conditions		
	Oregon Creek	Tischer Creek	Site Total	Oregon Creek	Tischer Creek	Site Total
2-Year Event	31.4	1.1	32.5	27.2	1.0	28.1
10-Year Event	58.4	2.0	60.4	54.7	1.9	56.6
100-Year Event	92.3	3.2	95.5	90.2	3.0	93.2

## 5.0 Conclusion

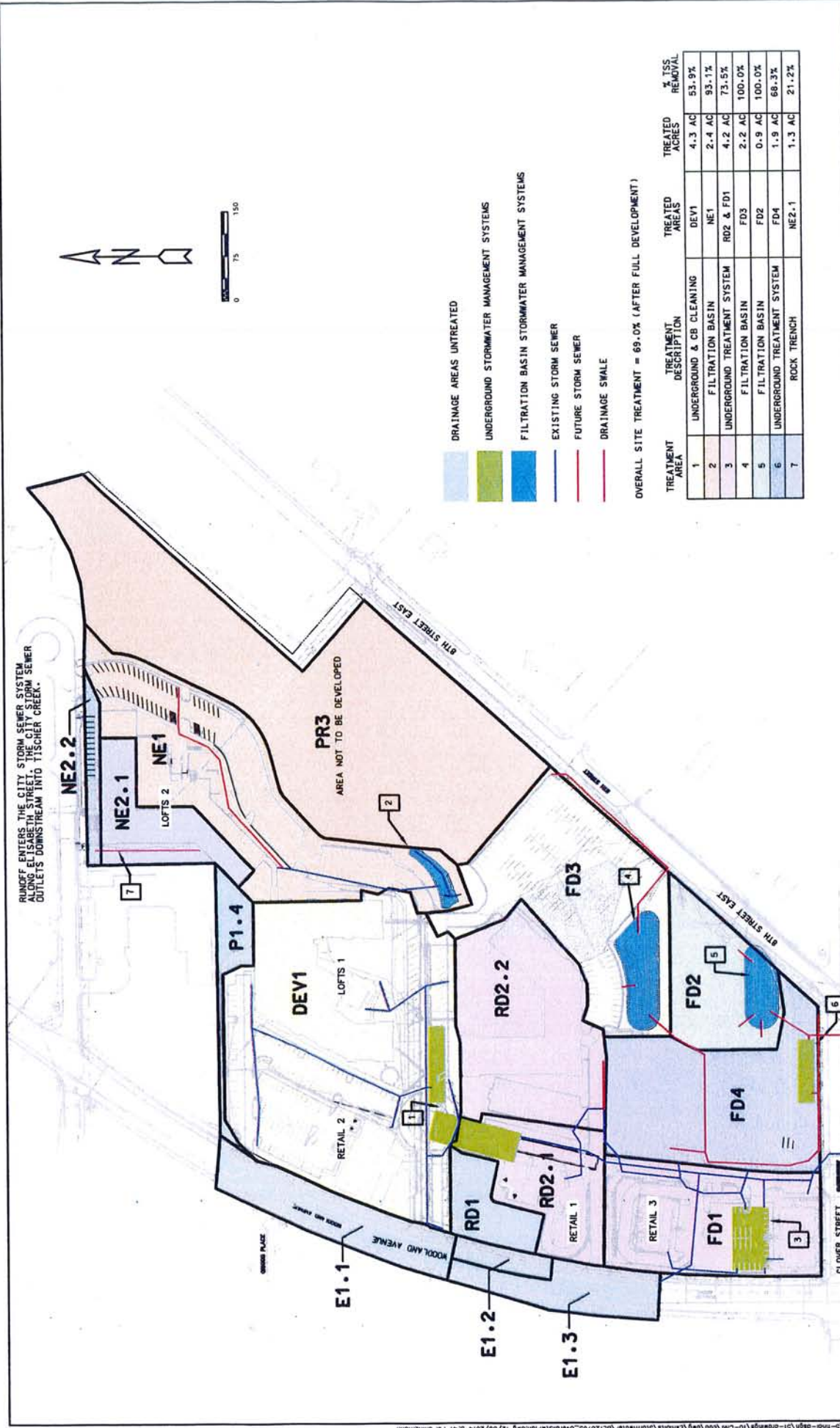
In conclusion, the proposed BlueStone Phase 4 (Lofts 2) development is designed to meet the drainage requirements identified by the City and summarized within this report. This is accomplished primarily by the use of the existing filtration basin along Summit Street along with a rock trench along the west side of the building.

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## List of Figures

Figure 1 – Overall Stormwater Plan

Figure 2 – Existing Conditions Drainage Map

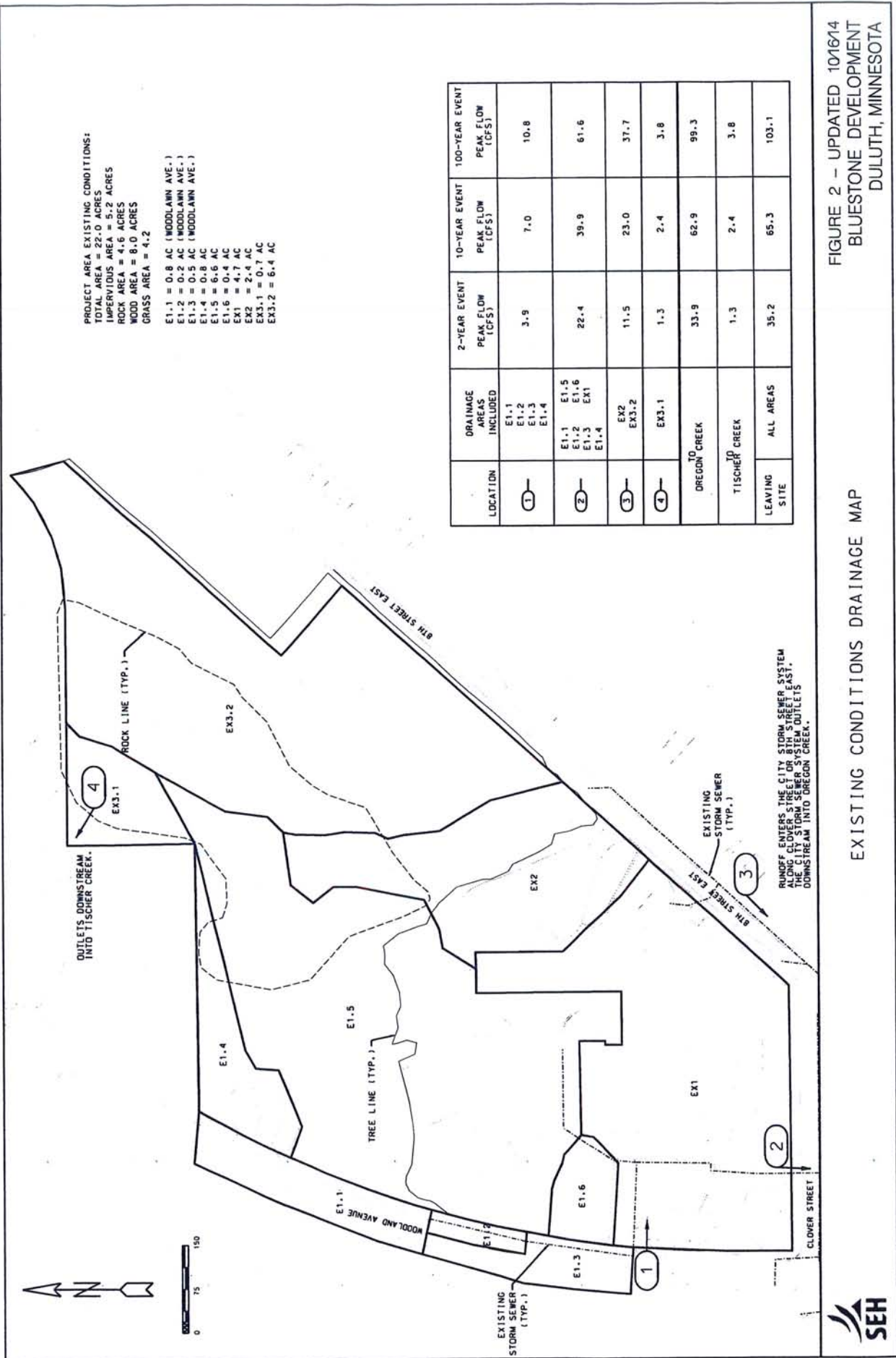


SEH  
 PHONE: 218.279.3000  
 418 W. SUPERIOR ST. STE. 200  
 MILWAUKEE, WI 53212  
 www.sehinc.com

FILE NO. BLUST 120765  
 DATE: 12/22/2014

OVERALL STORMWATER PLAN

FIGURE NO. 1



EXISTING CONDITIONS DRAINAGE MAP

FIGURE 2 – UPDATED 101614  
 BLUESTONE DEVELOPMENT  
 DULUTH, MINNESOTA