

**CITY OF CANNON FALLS  
GOODHUE COUNTY, MINNESOTA**

**RESOLUTION NUMBER 2694**

**PRELIMINARY PLAT, REZONING, PUD PLAN FOR  
HARDWOOD ESTATES SECOND SUBDIVISION**

**WHEREAS**, the Cannon Falls Economic Development Authority (“**Developer**”) owns and intends to develop a parcel or parcels of land lying within the City and legally described on the attached **Exhibit A** (the “**Property**”);

**WHEREAS**, the Property is part of the existing Hardwood Estates Plat attached hereto as **Exhibit B**;

**WHEREAS**, on August 14, 2022, the Planning Commission held a public hearing and adopted Resolution No. 2023-05 recommending conditional approval of Developer’s request to rezone the Property from R-2 Single Family Residential to R-3 Medium Density Residential and Planned Unit Development District, Developer’s preliminary plat for a residential development attached hereto with related plans as **Exhibit C** (the “**Preliminary Plat**”), and Developer’s Planned Unit Development (“**PUD**”) plan attached hereto as **Exhibit D** (the “**PUD Plan**”); and

**WHEREAS**, the City staff studied the matter, made a report, and provided other information to the Planning Commission and City Council; and

**WHEREAS**, the City Council considered the matter at its August 15, 2023 meeting.

**NOW, THEREFORE**, based upon the Preliminary Plat, PUD Plan, public testimony, and all project information presented and considered, the Planning Commission hereby finds:

**FINDINGS**

1. The Developer is requesting preliminary plat, rezoning, and simultaneous PUD general concept plan and development stage plan approval for the Hardwood Estates Second Subdivision (the “**Project**”).
2. Minn. Stat. § 462.357 grants to the City, for the purpose of promoting the public health, safety, morals and general welfare, the authority to regulate use of land within the City through zoning regulations.
3. The proposed subdivision of Property is governed by City Code Chapter 151.
4. The Developer, pursuant to City Code Chapter 151, has submitted the Preliminary Plat and related plans in Exhibit B for the Planning Commission’s review and approval.

5. The Preliminary Plat is not a premature subdivision as defined by City Code § 151.025, meets the City Code requirements, and satisfies applicable performance standards set forth in City Code Chapter 151, provided that the Preliminary Plat is subject to and meets, to the satisfaction of the City, the conditions set forth in this Resolution.

6. The requested rezoning of the Property is governed by City Code Chapter 152.

7. City Code § 152.057 directs the Planning Commission to consider the possible effects of the proposed zoning amendment and its judgment shall be based upon, but not limited to, five enumerated effects. The five effects and Planning Commission's findings relating thereto are as follows:

(A) The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official City Comprehensive Plan. **The City's Comprehensive Plan guides the Property low density residential. The Property abuts single family residential to the west and agricultural land to the south. Residential use is appropriate and consistent with the proposed rezoning and plat.**

(B) The proposed use is or will be compatible with present and future land uses of the area. **The proposed residential use is compatible with existing and future land uses in the area.**

(C) The proposed use conforms with all performance standards contained in this chapter. **The proposed use conforms with all applicable performance standards contained in City Code**

(D) The proposed use can be accommodated with existing public services and will not overburden the city's service capacity. **The City's existing public services are sufficient to serve the proposed subdivision.**

(E) Traffic generation by the proposed use is within capabilities of streets serving the property. **The streets in the area are sufficient to serve the proposed subdivision.**

8. City Code §§ 152.150-153 and 152.705-706 govern planned unit developments within the City including by prescribing the general requirements and standards for a planned unit development and the procedures for processing a planned unit development.

9. City Code § 152.153(A) states:

(A) *Stages of PUD.* The processing steps for a PUD are intended to provide for an orderly development and progression of the plan, with the greatest expenditure of developmental funds being made only after the city has had ample opportunity for informed decisions as to the acceptability of the various segments of the whole as the plan affects the public interest. The various steps represent separate applications for purpose of review,

compliant with M.S. § 15.99, as it may be amended from time to time, outlined in detail in the following sections:

(1) *Pre-application staff meeting.* Preliminary discussions between the applicant and city staff;

(2) *General concept plan application.* Consideration of overall concept and plan;

(3) *Development stage plan application.* One or more detailed plans as part of the whole final plan; and

(4) *Final plan application.* The summary of the entire concept and each development stage plan in an integrated complete and final plan.

10. Under City Code § 152.153(H)(1), the purpose of a general concept plan is to provide an opportunity for the applicant to submit a plan to the city showing the basic intent and the general nature of the entire development without incurring substantial cost. The concept plan serves as the basis for the public hearing so that the proposal may be publicly considered at an early stage.

11. City Code § 152.153(H)(4) states:

*Optional submission of development stage plan.* In cases of single stage PUDs or where the applicant wishes to begin the first stage of a multiple stage PUD immediately, the applicant may, at his or her option, submit development stage plans for the proposed PUD simultaneously with the submission of the general concept plan. In that case, the applicant shall comply with all provisions of the ordinance applicable to submission of the development stage plan. The Planning Commission and City Council shall consider the plans simultaneously and shall grant or deny development stage plan approval in accordance with the provisions of this chapter.

12. The Developer, pursuant to City Code §§ 152.153(A), (H) and (I), submitted the PUD Plan for the Planning Commission's review and consideration.

13. The PUD Plan meets the City Code requirements, provided that it is subject to and meets, to the satisfaction of the City, the conditions set forth in this Resolution.

### **DECISION**

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Cannon Falls that, based upon the findings cited herein:

1. The Developer's Preliminary Plat is approved, subject to the conditions set forth in Section 4 below that must be met, to the satisfaction of the City, prior to or simultaneously with final plat approval.

2. The Developer's PUD Plan is approved, subject to the conditions set forth in Section 4 below that must be met, to the satisfaction of the City, prior to or simultaneously with final plat approval.

3. The Developer's rezoning request is approved, subject to the conditions set forth in Section 4 below that must be met, to the satisfaction of the City, prior to or simultaneously with final plat approval.

4. The following conditions must be met to the satisfaction of the City prior to or simultaneously with final plat approval:

(a) The Developer shall submit, for the City's review and consideration, information demonstrating that the PUD complies with all of the general requirements and standards for a planned unit development set forth in City Code § 152.152;

(b) The Preliminary Plat, final plat, PUD Plan and final plans for the PUD are subject to review and approval of the City Engineer;

(c) The Hardwood Estates Second Subdivision final plans for the PUD and the final plat shall be consistent with each other;

(d) The Developer shall submit, for the City's review and consideration, all information required under City Code ch. 151 for the City Council's consideration of the Hardwood Estates Second Subdivision final plat;

(e) City Council approval of the Developer's final plan for the PUD and Project;

(f) City Council approval of an ordinance rezoning the Property from R-2 Single Family Residential to R-3 Medium Density Residential and Planned Unit Development District;

(g) City Council approval of a development agreement governing the Property;

(h) City Council approval of the Hardwood Estates Second Subdivision final plat and Project;

(i) The Developer shall enter into a PUD agreement (the "**PUD Agreement**"), drafted by the City, memorializing the Developer's obligations under this Resolution and City Code. The PUD Agreement shall be recorded against and run with the Property. The City will not issue any permits for the development of the Property or Project prior to being provided recording information for the PUD Agreement;

(j) The Developer shall comply with the recommendations of the City Engineer;

(k) The conditional approvals granted by this Resolution are subject to the completion of and compliance with all ministerial matters set forth in the City Code and required by the City, including but not limited to, those of Engineering, Planning, Administrative and Legal Departments, *eg.* payment of fees;

(l) The conditional approvals granted by this Resolution apply only to the Property;

(m) Any signage on the Property is not part of the approvals granted by this Resolution and a separate application, subject to review and approval by the City, shall be required;

(n) All construction on and maintenance of the Property shall comply, at all times, with this Resolution, the PUD Plan, the final plat, and City Code;

(o) The Developer's satisfaction of all park dedication requirements for the Project prior to the City's release of the final plat; and

(p) Unless otherwise expressly provided for by this Resolution, the Developer shall comply with the requirements of previous approvals for the Property within the timeframes set forth therein.

**ADOPTED** by the City Council this 15<sup>th</sup> day of August 2023.

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Matt Montgomery, Mayor

ATTEST: \_

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Neil L. Jensen, City Administrator

**EXHIBIT A**

**Legal Description of Property**

OUTLOT A OF HARDWOOD ESTATES, ACCORDING TO THE RECORDED PLAT THEREOF, GOODHUE COUNTY, MN.

EXCEPTING, PARCEL 2 OF GOODHUE COUNTY RIGHT OF WAY PLAT NO. 211, ACCORDING TO THE RECORDED PLAT THEREOF, GOODHUE COUNTY, MN.

CONTAINING 41.84 ACRES, MORE OR LESS.

**EXHIBIT B**

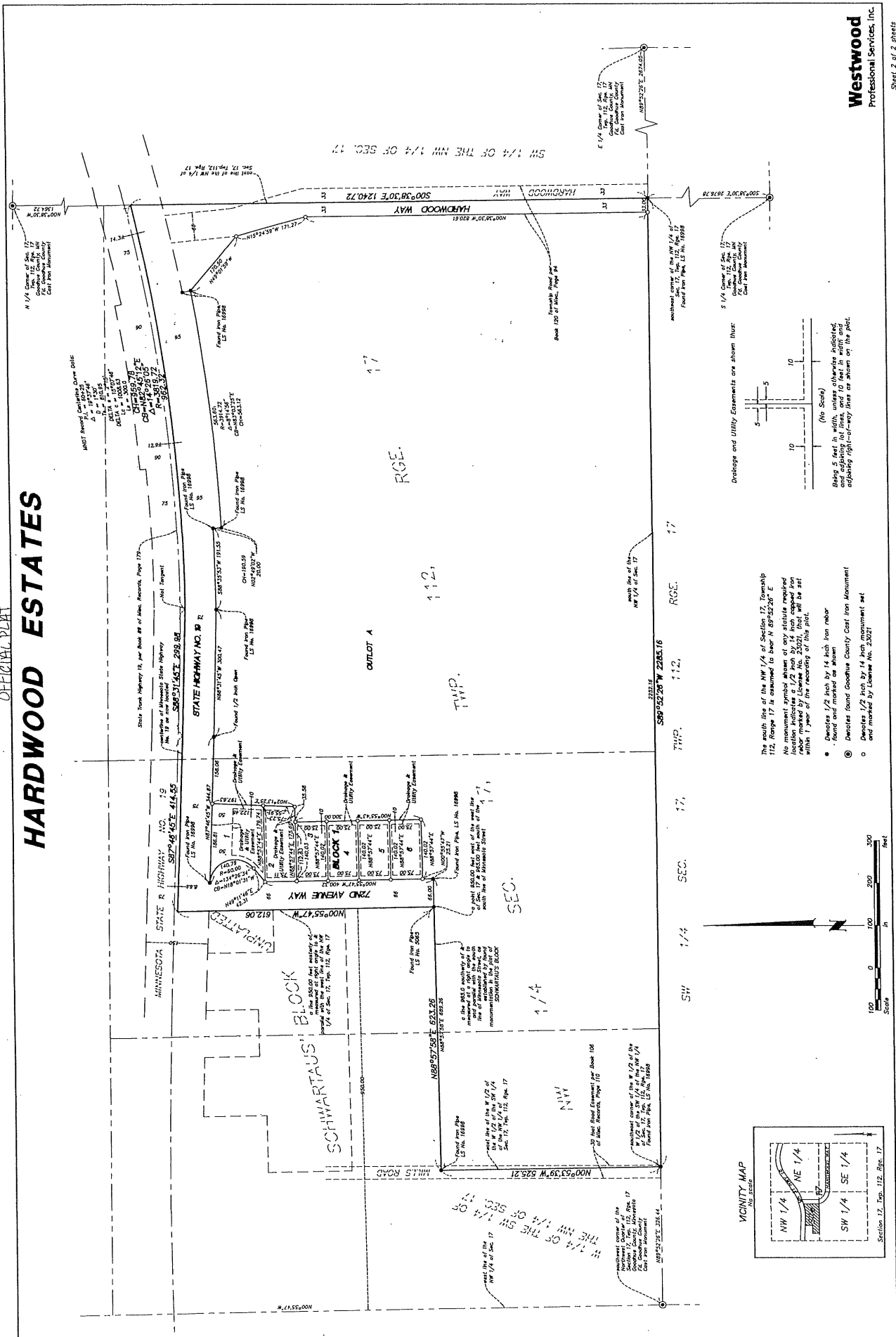
**Hardwood Estates Plat**



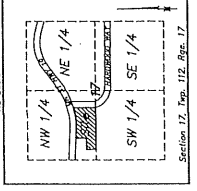


OFFICIAL PLAT

# HARDWOOD ESTATES

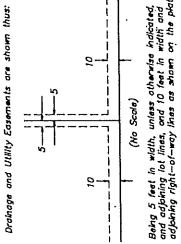


MINNESOTA



The south line of the NW 1/4 of Section 17, Township 112, Range 17 is assumed to bear N 89°52'26" E. No monument marked shows of any visible required location indicates a 1/2 inch by 1/4 inch capped iron nail marked by License No. 20271. Nail will be set within 1 year of the recording of this plat.

- Denotes 1/2 inch by 1/4 inch iron nail found and marked as shown
- ⊙ Denotes found Goodhue County East Iron Monument and marked by License No. 20271



Beings 5 feet in width, unless otherwise indicated, shall be reserved as utility easements on the plat.

Westwood Professional Services, Inc.

Sheet 2 of 2 sheets

380A

**EXHIBIT C**  
**PRELIMINARY PLAT**

# HARDWOOD ESTATES SECOND SUBDIVISION PRELIMINARY PLAT

**LEGAL DESCRIPTION:**  
 OUTLOT A OF HARDWOOD ESTATES, ACCORDING TO THE RECORDED PLAT THEREOF,  
 GOODHUE COUNTY, MN.  
 EXCEPTING PARCEL 2 OF GOODHUE COUNTY RIGHT OF WAY PLAT NO. 211,  
 ACCORDING TO THE RECORDED PLAT THEREOF, GOODHUE COUNTY, MN.  
 CONTAINING 41.84 ACRES, MORE OR LESS.

**OWNER/  
 DEVELOPER:**  
 CANNON FALLS EDA  
 CONTACT: JON DAHL  
 818 RIVER ROAD  
 CANNON FALLS, MN 55009

**SURVEYOR:**  
 TIMOTHY A. HRUSKA, P.E., L.S.  
 2925 SOUTH BROADWAY  
 ROCHESTER, MN 55904

**ENGINEER:**  
 DAVID MARTIN, P.E.  
 WHKS & CO  
 2925 SOUTH BROADWAY  
 ROCHESTER, MN 55904

**PLAT AREA:**  
 TOTAL PROPERTY AREA = 41.84 ACRES  
 TOTAL ROW AREA = 1.87 ACRES  
 NUMBER OF LOTS = 29 LOTS AND 2 OUTLOTS

**ZONING:**  
 PROPOSED PUD (R-3), SINGLE FAMILY RESIDENTIAL  
 SINGLE FAMILY DETACHED

**SETBACKS:**  
 25' FRONT YARD  
 20' EXCEPT 25' FOR DOUBLE FRONTAGE REAR YARD  
 5.0' MIN. SIDE YARD (COMBINED TOTAL 15.0' FEET SIDE YARDS),  
 EXCEPT 20' FOR THE SIDE YARD OF A CORNER LOT ABUTTING A PUBLIC  
 RIGHT-OF-WAY SIDE YARD

**MIN. LOT DEPTH:** 120'

**MIN. LOT WIDTH:** 70' CORNER LOT  
 60' INTERIOR LOT

**MIN. LOT AREA:** 9,000 SF

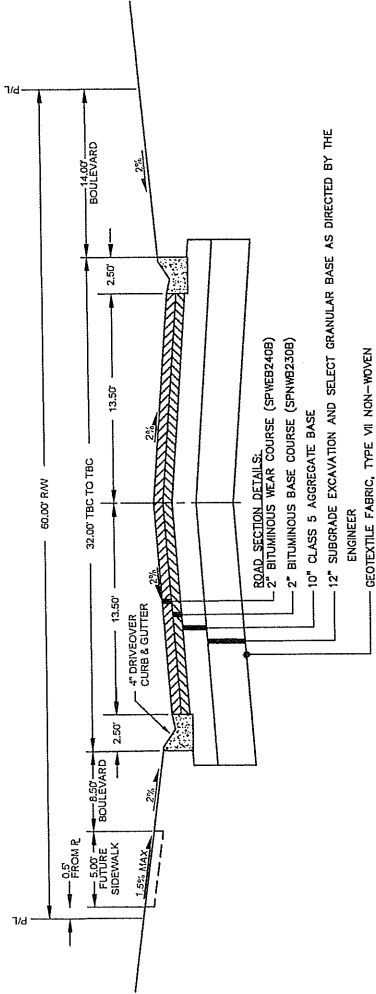
**TOWNHOUSE**

**SETBACKS:**  
 25' FRONT YARD  
 20' EXCEPT 25' FOR DOUBLE FRONTAGE REAR YARD  
 5.0' MIN. SIDE YARD (COMBINED TOTAL 15.0' FEET SIDE YARDS),  
 EXCEPT 20' FOR THE SIDE YARD OF A CORNER LOT ABUTTING A PUBLIC  
 RIGHT-OF-WAY SIDE YARD

**MIN. LOT DEPTH:** 120'

**MIN. LOT WIDTH:** 50'

**MIN. LOT AREA:** 6,000 SF



**TYPICAL ROAD SECTION**  
 NOT TO SCALE







# HARDWOOD ESTATES SECOND SUBDIVISION

## PRELIMINARY PLAT



HARDWOOD ESTATES  
BLOCK 1  
100°30'D.E. & U.E.  
140.00  
BENT  
3000' D.E. & U.E.  
140.00  
ZONE - R-2

OUTLOT B  
25' D.E. & U.E.  
500°55'47"E 410.56  
500°55'47"E 352.65  
66' ROW  
100°55'47"W 400.32  
N88°57'59"E 66.00  
UNPLATTED ZONE - R-1

HARDWOOD ESTATES  
OUTLOT A  
171°11'44"W 171.00  
500°55'47"E 172.91  
189°52'20"E 172.91  
189°52'20"E 16.05  
UNPLATTED ZONE - R-2

72ND AVENUE WAY  
500°55'47"E 183.02  
500°37'34"E 153.00  
189°52'20"E 172.91  
189°52'20"E 16.05  
UNPLATTED ZONE - R-2

MILL STREET EAST  
189°52'20"E 374.45  
189°52'20"E 811.65  
189°52'20"E 811.65  
UNPLATTED ZONE - R-1

71ST AVENUE WAY  
100°55'47"W 400.32  
N88°57'59"E 66.00  
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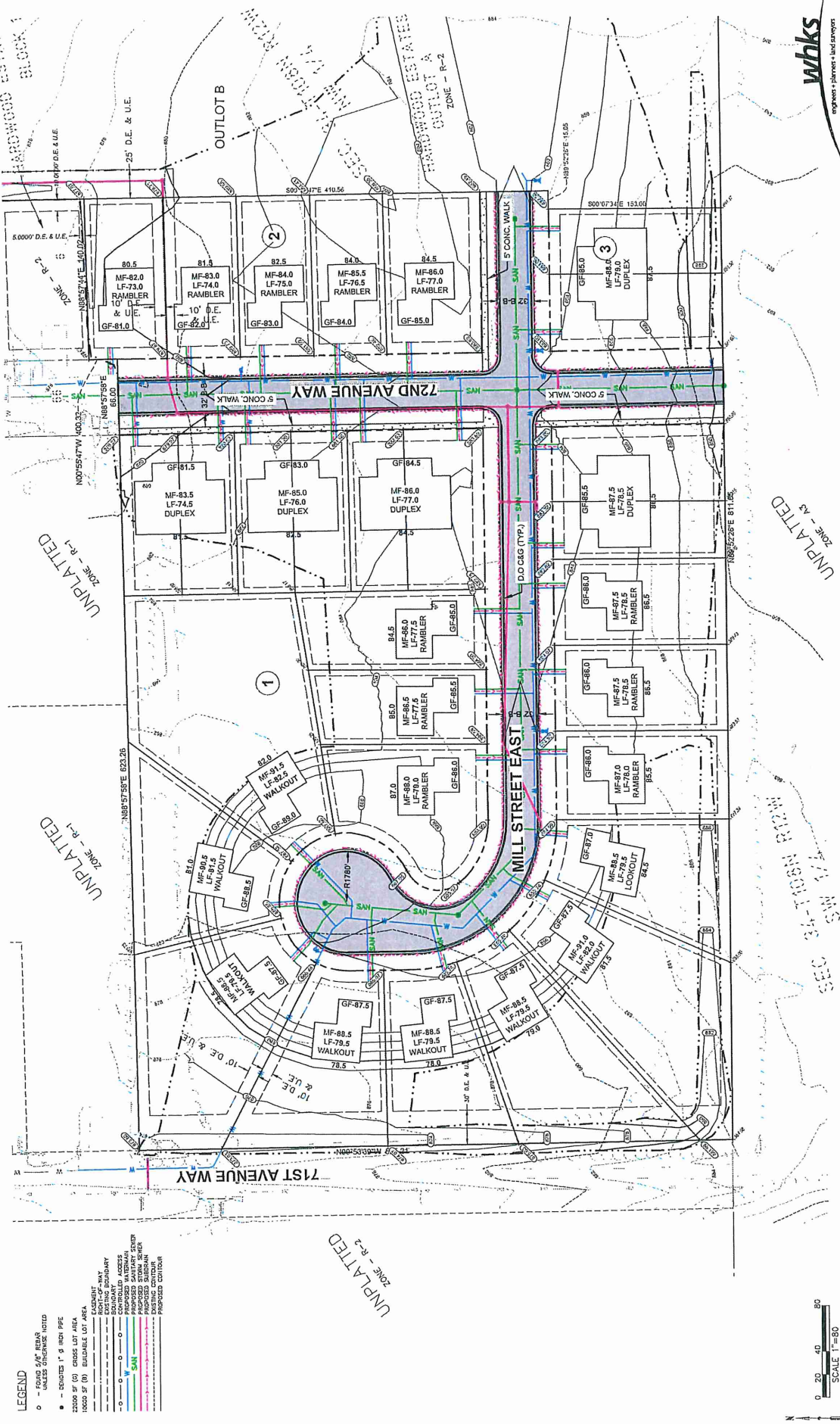
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# HARDWOOD ESTATES SECOND SUBDIVISION PRELIMINARY PLAT



**LEGEND**

- - ROAD 5/8" REBAR UNLESS OTHERWISE NOTED
- - CEMENTS 1" & 8" RIB PFE
- 2000 SF (C) CROSS LOT AREA
- 1000 SF (B) BUILDABLE LOT AREA
- FRONT YARD WALKOUT
- FRONT-OF-WAY
- EASEMENT BOUNDARY
- EASEMENT
- PROPOSED WALKWAY
- PROPOSED SIDEWALK CENTER
- PROPOSED SIDEWALK
- PROPOSED SUBDIVISION
- PROPOSED CONTOUR



JUNE 22, 2022







ENGINEERS ARCHITECTS LANDSCAPERS

REVISIONS

NO.	DATE	DESCRIPTION

1. Review only the final specifications or notes prepared by me or under my direct professional supervision and that of Licensed Professional Engineers under the laws of the State of Minnesota. PRELIMINARY ONLY - NOT FOR CONSTRUCTION.

DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

SCALE: AS SHOWN

WORKSHEET NO.: 9724.01

DRAWN BY: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

REVISIONS

REVISED BY	DATE	DESCRIPTION

**DETAILS**

**HARDWOOD ESTATES SECOND SUBDIVISION**

**CANNON FALLS, MINNESOTA**

2023

REVISIONS

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REVISED BY	DATE	DESCRIPTION

REVISIONS

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REVISIONS

REVISED BY	DATE	DESCRIPTION

REVISIONS

REVISED BY	DATE	DESCRIPTION

REVISIONS

REVISED BY	DATE	DESCRIPTION

REVISIONS

REVISED BY	DATE	DESCRIPTION





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

Professional Engineer License No. \_\_\_\_\_  
Date: \_\_\_\_\_

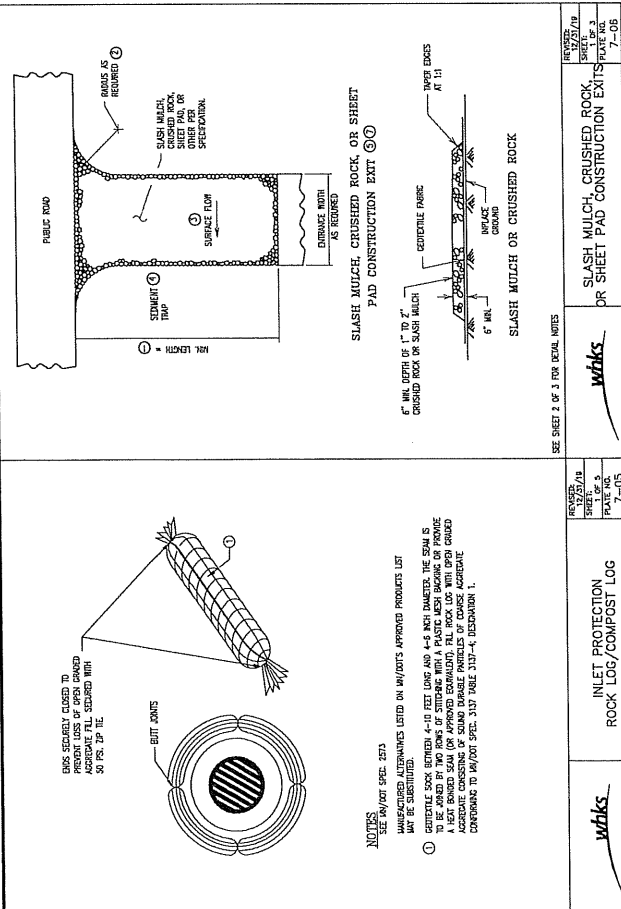
HARDWOOD ESTATES SECOND SUBDIVISION  
CANNON FALLS, MINNESOTA  
2023

SCALE: AS SHOWN  
WORKS PROJECT NO.: 0724.01  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

5 OF 20  
SHEET

REVISIONS

NO.	DATE	DESCRIPTION



SEE SHEET 2 OF 3 FOR DETAIL NOTES

REVISIONS  
SHEET 1 OF 3  
PLATE NO. 7-05

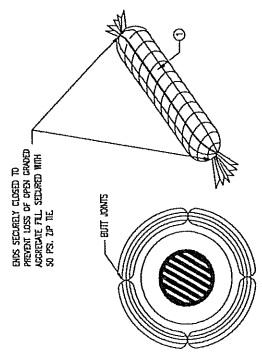
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SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXITS

REVISIONS  
SHEET 1 OF 3  
PLATE NO. 7-05

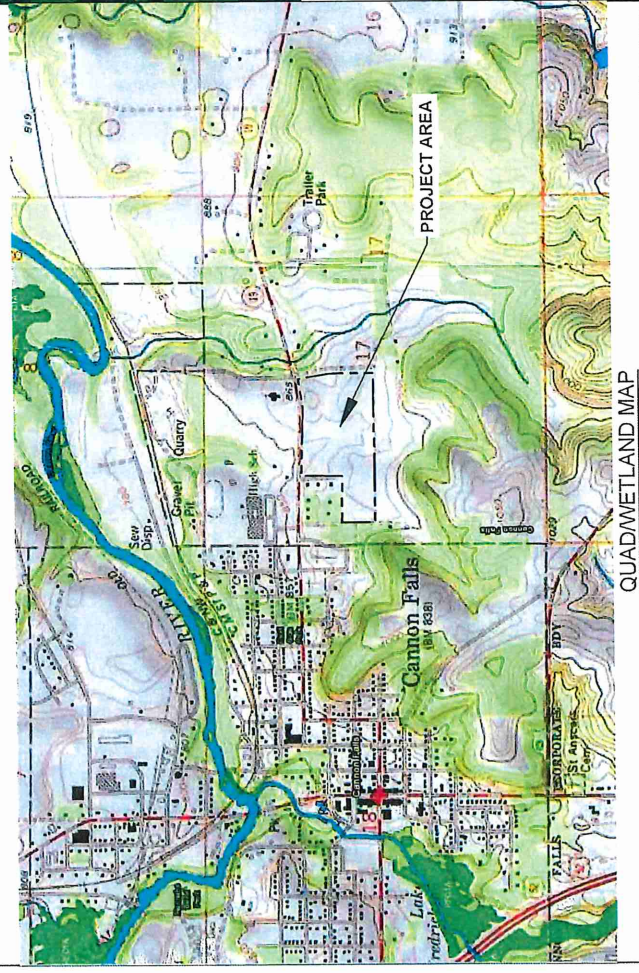
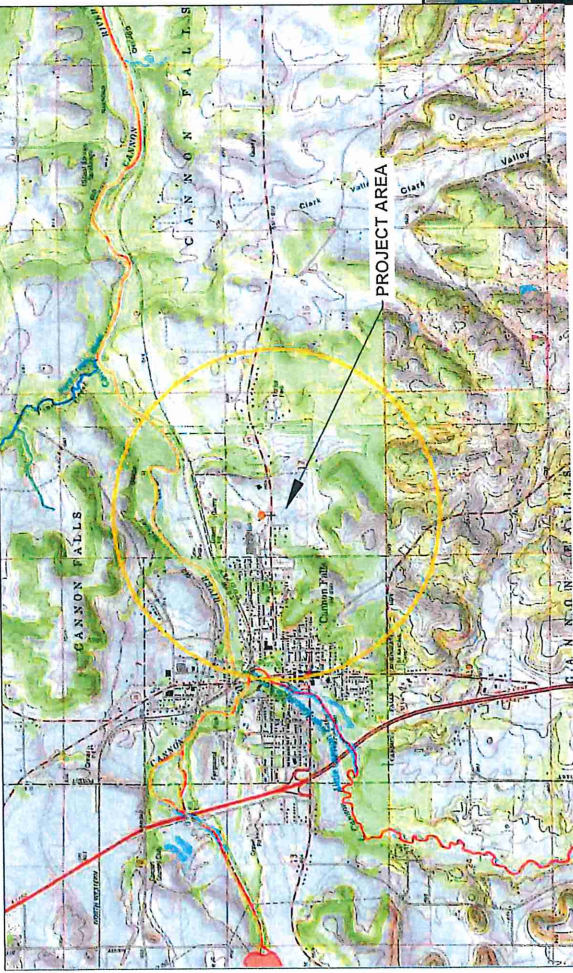
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INLET PROTECTION  
ROCK LOG/COMPOST LOG



**NOTES**  
SEE IN/OUT SPEC. 2013  
MANUFACTURED ALTERNATIVES LISTED ON IN/OUTS APPROVED PRODUCTS LIST MAY BE SUBSTITUTED.  
① CENTRIKAL SOCK BETWEEN 4-10 FEET LONG AND 4-8 INCH DIAMETER. THE SOCK IS TO BE MADE OF 1/2\"/>





**POLLUTION PREVENTION MEASURES**

THE CONTRACTOR WILL IMPLEMENT THE POLLUTION PREVENTION MANAGEMENT MEASURES AS DIRECTED IN THE NPDES PERMIT AS PERTAINING TO SOLID WASTE, HAZARDOUS WASTEWATERS, EXTERNAL TRUCK WASHING, AND CONCRETE WASHOUT ON SITE. SOLID WASTE: NON-HAZARDOUS WASTE SUCH AS COLLECTED SEDIMENT, FLOTTING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION DEBRIS, AND OTHER WASTES SHALL BE STORED IN A CONTAINER. ALL NON-HAZARDOUS WASTE SHALL BE DISPOSED OF PROPERLY AND IN ACCORDANCE WITH MPCA REQUIREMENTS AND MANDATORY SPECIFICATION 1717A.4. HAZARDOUS WASTE: ALL HAZARDOUS WASTE SUCH AS OIL, CASHELINE PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, STORAGE SHALL BE RESTRICTED TO PREVENT VANDALISM, STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST COMPLY WITH MANUFACTURERS' RECOMMENDATIONS AND THE MPCA REQUIREMENTS. CONSTRUCTION VEHICLE WASHING: EXTERNAL WASHING OF TRUCKS AND CONSTRUCTION VEHICLES WILL NOT BE ALLOWED ON SITE. ENGINE DEGREASING IS NOT ALLOWED ON SITE. FUELING AND SPILL PLAN: THE CONTRACTOR SHALL HAVE A FUELING OPERATION PLAN AND A PLAN IN THE EVENT OF A SPILL. CHEMICAL TREATMENT PLAN: THE CONTRACTOR SHALL HAVE A CHEMICAL TREATMENT PLAN THAT INCLUDES CHEMICALS USED FOR FLOCCULATION. SANITARY AND SEPTIC WASTE: PORTABLE TOILETS ON THE SITE MUST BE SECURED AND SANITARY WASTE DISPOSAL WILL COMPLY WITH THE MPCA SEPTAGE MANAGEMENT GUIDELINES INCORPORATING 40 CFR PART 503. FOR CONCRETE WASHOUT ON SITE, ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER THAT DOES NOT ALLOW LEAKAGE TO OCCUR, AND THERE MUST BE GROUND WATER IS CONSIDERED AN IMPERMEABLE LINER. ALL WASTES MUST BE STORED IN A CONTAINER AND MUST BE STORED IN A MANNER THAT COMPLIES WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.

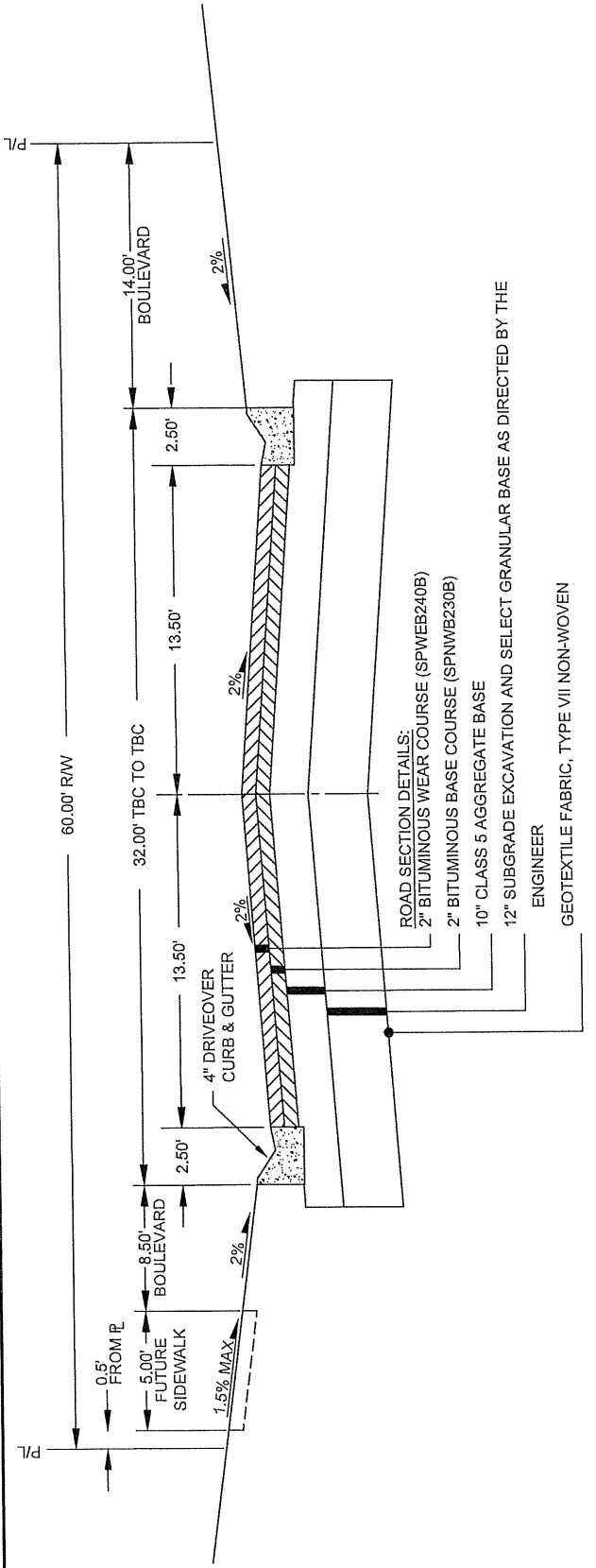
THESE MANAGEMENT MEASURES FOR POLLUTION PREVENTION WILL BE STRICTLY ENFORCED.



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
NS593B	Heavy loam, 2 to 6 percent slopes	9.0	8.5%
NS593C	Heavy loam, 2 to 6 percent slopes	3.2	5.5%
NS593D	Heavy loam, 2 to 6 percent slopes	0.2	0.3%
NS600C2	Reaction-Milvaca complex, 0 to 6 percent slopes	4.8	6.1%
NS603B	Spartan loam, 0 to 6 percent slopes	30.6	45.4%
NS603C	Chickasha loam, 2 to 6 percent slopes	2.9	4.8%
NS603E	Chickasha loam, 2 to 6 percent slopes	0.1	0.1%
NS603F	Chickasha loam, 2 to 6 percent slopes	0.3	0.5%
NS603G	Chickasha loam, 2 to 6 percent slopes	6.6	11.2%
NS603H	Chickasha loam, 2 to 6 percent slopes	9.1	15.3%
<b>Totals for Area of Interest</b>			<b>100.0%</b>

NO.	DATE	DESCRIPTION

SCALE: SHEET	WORKS PROJECT NO.
	0724.01
DRAWN BY:	CHECKED BY:
DAM	SHEET
	8 OF 20



**TYPICAL ROAD SECTION**  
 NOT TO SCALE

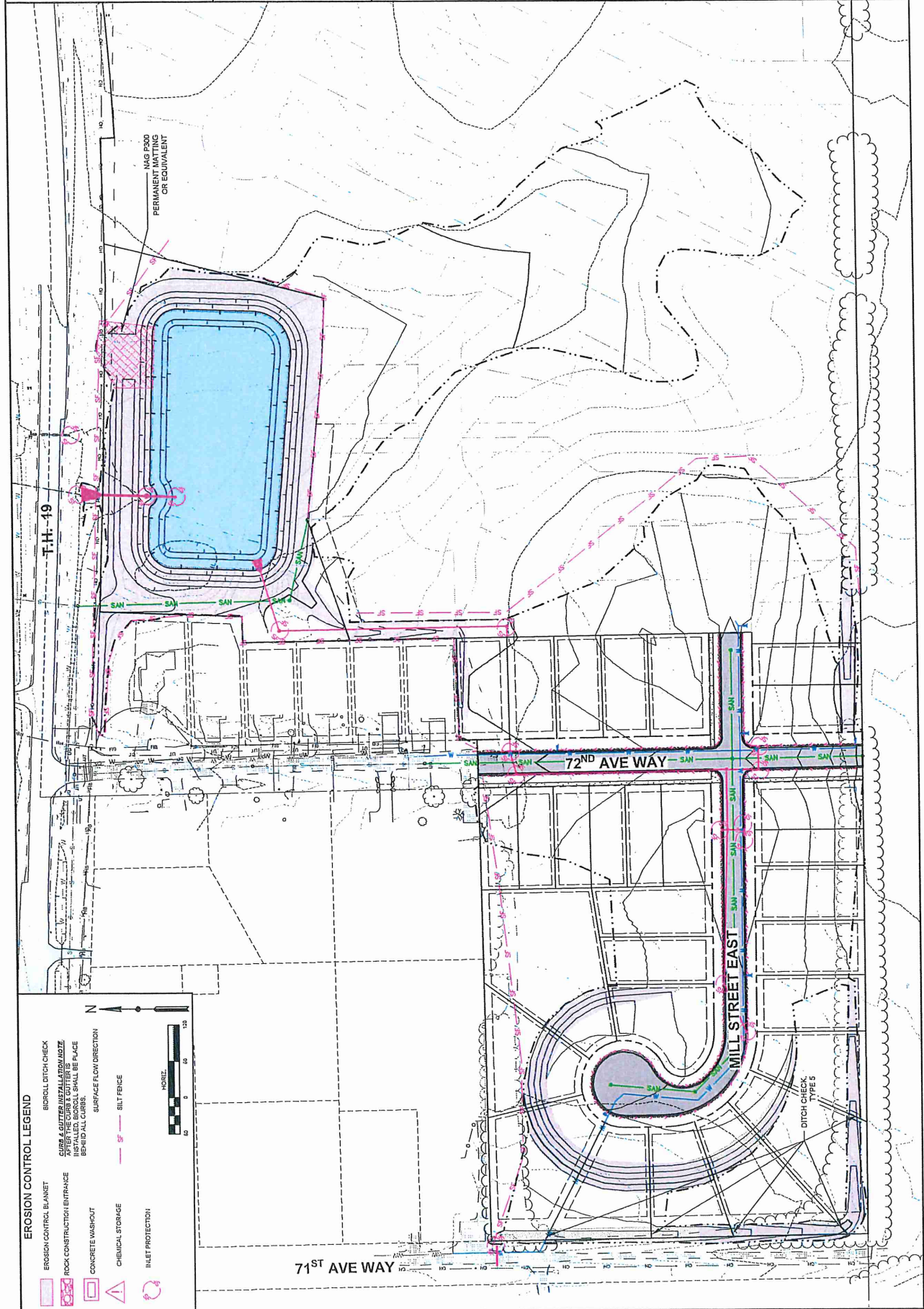
ROAD SECTION DETAILS:  
 2" BITUMINOUS WEAR COURSE (SPWEB240B)  
 2" BITUMINOUS BASE COURSE (SPNWB230B)  
 10" CLASS 5 AGGREGATE BASE  
 12" SUBGRADE EXCAVATION AND SELECT GRANULAR BASE AS DIRECTED BY THE ENGINEER  
 GEOTEXTILE FABRIC, TYPE VII NON-WOVEN







NO.	DATE	DESCRIPTION



**EROSION CONTROL LEGEND**

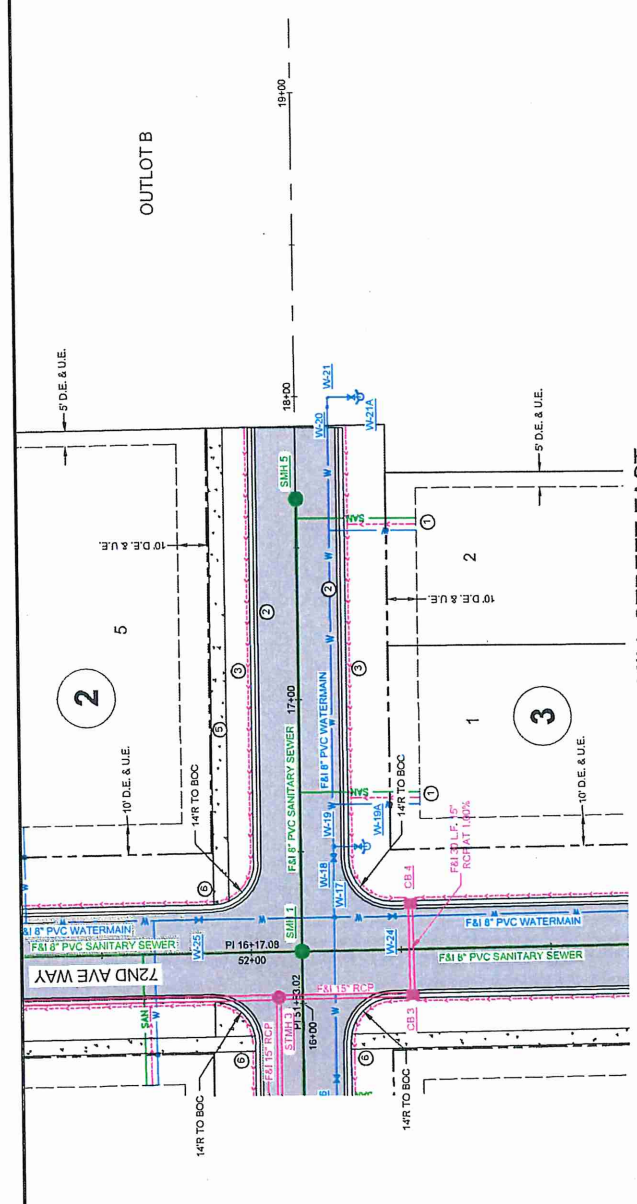
- EROSION CONTROL BLANKET
- ROCK CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT
- CHEMICAL STORAGE
- INLET PROTECTION
- BORCOL DITCH CHECK
- GULCH & GUTTER INSTALLATION NOTE
- CONCRETE WASHOUT
- CHEMICAL STORAGE
- INLET PROTECTION
- INSTALLER BORCOL SHALL BE PLACED BEHIND ALL CURBS.
- SURFACE FLOW DIRECTION
- SILT FENCE
- DITCH CHECK TYPE 5

Scale: 0 50 100  
HORIZ.





- NOTES:
- F&I 8"x4" W&E & 4" PVC SANITARY SEWER SERVICE (TYP.) SEE SHEET 13
  - F&I 1" COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.) SEE SHEET 13
  - F&I 4" PVC SUBDRAIN SERVICE (TYP.) SEE SHEET 13
  - F&I DRIVEOVER CURB AND GUTTER
  - F&I 4" PERF. PVC SUBDRAIN
  - F&I 4" PVC SUBDRAIN CLEANOUT
  - 9" CONCRETE SIDEWALK BY HOMEOWNERS
  - PER MINDOT STANDARD PLAN 5-297-250



SMH 1 (48in)  
 STA. 51+45.02 - 0.00  
 CONSTRUCT STRUCTURE TYPE 3  
 CASTING R-1735-B  
 RING EL. = 883.64  
 INL. EL. 870.39 (6) 8" PVC  
 INL. EL. 870.39 (0) 8" PVC  
 INV. EL. 870.29 (0) 8" PVC  
 INV. EL. 870.29 (0) 8" PVC  
 SMH 5 (48in)  
 STA. 74+65.19 - 0.00  
 CONSTRUCT STRUCTURE TYPE 3  
 CASTING R-1735-B  
 RING EL. = 882.41  
 INV. EL. 870.59 (0) 8" PVC

WKS  
 engineers + planners + land surveyors

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

Date: License No. \_\_\_\_\_

Drawn by: \_\_\_\_\_

Checked by: \_\_\_\_\_

Scale: AS SHOWN

WKS PROJECT NO. 9724.01

DRAWING NO. 924.01

CHECKED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SHEET 14 OF 20

MILL STREET EAST

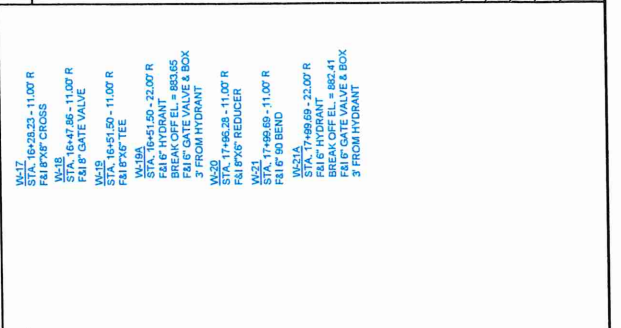
HARDWOOD ESTATES SECOND SUBDIVISION

CANNON FALLS, MINNESOTA

2023

NOTE:  
 \* TOP OF DRIVEOVER CURB IS -0.02' BELOW FINISHED CENTERLINE GRADES.  
 \* B&S SHALL BE INSTALLED AROUND ALL INTERSECTION RADII AND AT FALL CATCH BASINS

FINISHED C.L. GRADE (E)	STATIONS	DESCRIPTION
885	+00	881.26
885	+75	881.47
885	+50	881.68
885	+25	881.89
885	00	882.10
880	+75	882.31
880	+50	882.52
880	+25	882.73
880	00	882.94
875	+75	873.6
875	+50	873.8
875	+25	874.0
875	00	874.2
870	+75	874.4
870	+50	874.6
870	+25	874.8
870	00	875.0
865	+75	875.2
865	+50	875.4
865	+25	875.6
865	00	875.8
865	00	876.0
865	00	876.2
865	00	876.4
865	00	876.6
865	00	876.8
865	00	877.0
865	00	877.2
865	00	877.4
865	00	877.6
865	00	877.8
865	00	878.0
865	00	878.2
865	00	878.4
865	00	878.6
865	00	878.8
865	00	879.0
865	00	879.2
865	00	879.4
865	00	879.6
865	00	879.8
865	00	880.0
865	00	880.2
865	00	880.4
865	00	880.6
865	00	880.8
865	00	881.0
865	00	881.2
865	00	881.4
865	00	881.6
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865	00	882.0
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REVISIONS

NO.	DATE	DESCRIPTION

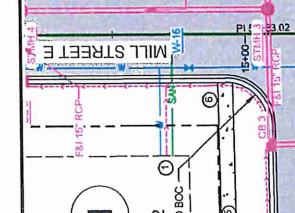
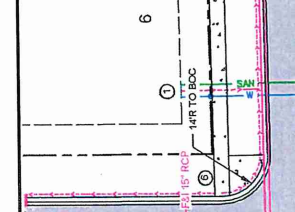
I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: \_\_\_\_\_  
 License No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

Scale: 1" = 20'-0"

Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Date: \_\_\_\_\_

SMH 1 (48B)  
 STA 51+83.00 - 0.00'  
 CONSTRUCT STRUCTURE TYPE 3  
 15' DIA. 15' RCP  
 RING EL. = 883.64  
 INV. EL. 878.38 (W) 8' PVC  
 INV. EL. 878.38 (W) 8' PVC  
 INV. EL. 878.38 (W) 8' PVC  
 INV. EL. 878.38 (W) 8' PVC  
 STA 51+83.00 - 15.00'  
 CONSTRUCT STRUCTURE TYPE 1 (40in)  
 15' DIA. 15' RCP  
 RING EL. = 883.35  
 INV. EL. 877.37 (W) 15' RCP  
 INV. EL. 877.37 (W) 15' RCP  
 INV. EL. 877.37 (W) 15' RCP  
 STA 51+83.00 - 45.00'  
 CONSTRUCT STRUCTURE TYPE 1  
 15' DIA. 15' RCP  
 RING EL. = 884.16  
 INV. EL. 877.82 (W) 15' RCP  
 INV. EL. 877.82 (W) 15' RCP  
 STA 51+83.00 - 55.00'  
 CONSTRUCT STRUCTURE TYPE 1  
 15' DIA. 15' RCP  
 RING EL. = 884.16  
 INV. EL. 877.82 (W) 15' RCP  
 INV. EL. 877.82 (W) 15' RCP



72ND AVE WAY

STATIONS	FINISHED C.L. GRADES	WATER INV. GRADES
49+75	891.00	880.3
50+00	891.00	880.3
50+25	889.04	878.8
50+50	887.82	878.8
50+75	886.87	875.3
51+00	885.70	875.3
51+25	884.91	875.3
51+50	884.30	874.7
51+75	883.80	874.5
52+00	883.41	874.3
52+25	883.08	874.0
52+50	882.75	873.7
52+75	882.42	873.5
53+00	882.09	873.2
53+25	881.75	872.8
53+50	881.42	872.8
53+75	881.09	872.5
54+00	880.76	872.3
54+25	880.42	872.0
54+50	880.09	871.7

NOTE: TOP OF DRIVEOVER CURB IS -0.02' BELOW FINISHED CENTERLINE GRADES.  
 \* BB24 SHALL BE INSTALLED AROUND ALL INTERSECTION RADIUS AND AT ALL CATCH BASINS

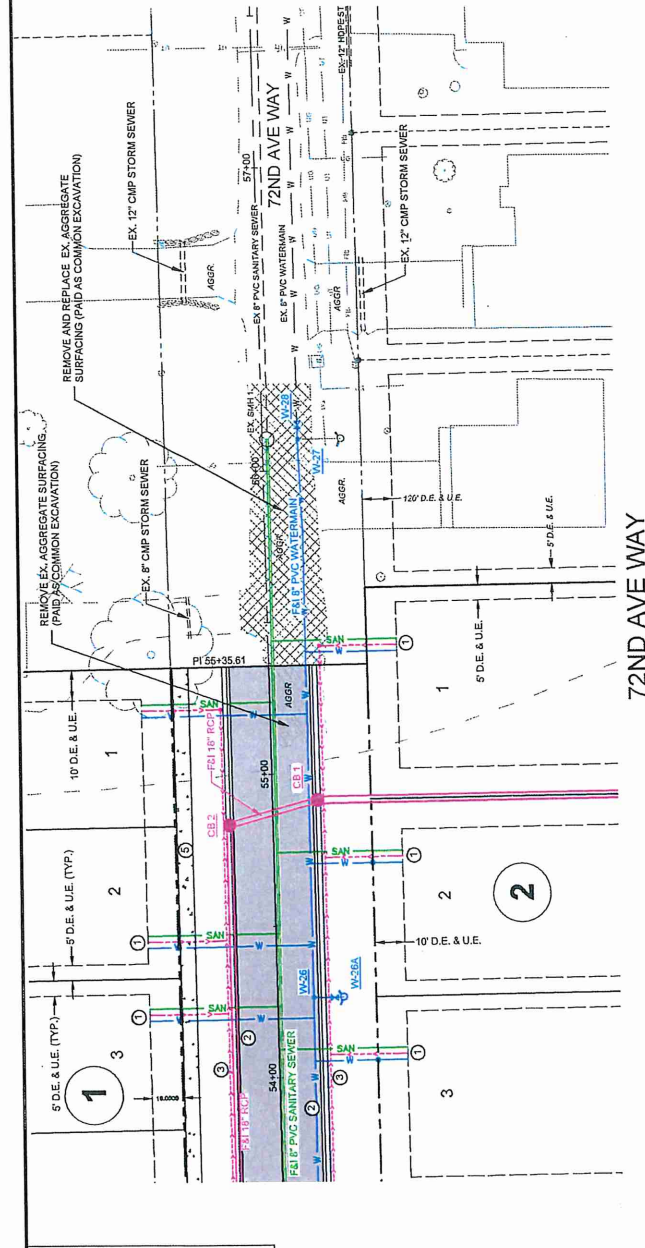
SMH 1 (48B)  
 STA 51+83.00 - 0.00'  
 CONSTRUCT STRUCTURE TYPE 3  
 15' DIA. 15' RCP  
 RING EL. = 883.64  
 INV. EL. 878.38 (W) 8' PVC  
 INV. EL. 878.38 (W) 8' PVC  
 INV. EL. 878.38 (W) 8' PVC  
 STA 51+83.00 - 15.00'  
 CONSTRUCT STRUCTURE TYPE 1 (40in)  
 15' DIA. 15' RCP  
 RING EL. = 883.35  
 INV. EL. 877.37 (W) 15' RCP  
 INV. EL. 877.37 (W) 15' RCP  
 STA 51+83.00 - 45.00'  
 CONSTRUCT STRUCTURE TYPE 1  
 15' DIA. 15' RCP  
 RING EL. = 884.16  
 INV. EL. 877.82 (W) 15' RCP  
 STA 51+83.00 - 55.00'  
 CONSTRUCT STRUCTURE TYPE 1  
 15' DIA. 15' RCP  
 RING EL. = 884.16  
 INV. EL. 877.82 (W) 15' RCP

EX. SMH 1 (8x8)  
INV. EL. 827.78 (8" PVC CAPPED  
INV. EL. 822.78 (6" PVC

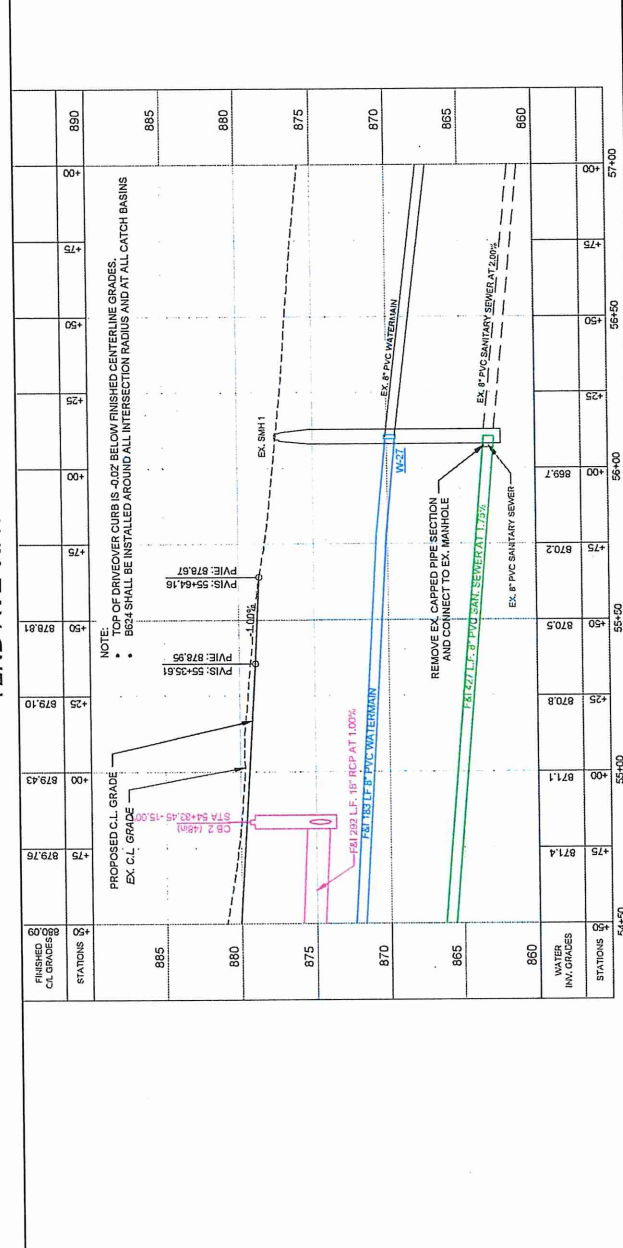
CB1  
STA. 54+91.14 TO 57+00  
CONSTRUCT STRUCTURE TYPE 4 (48")  
FBI 12" PVC CASTINGS  
INV. EL. 823.69 (6" 18" RCP  
INV. EL. 823.19 (E) 24" RCP

CB2  
STA. 54+85.45 TO 55+00  
CONSTRUCT STRUCTURE TYPE 4 (48")  
FBI 12" PVC CASTINGS  
RING EL. = 879.43  
INV. EL. 874.10 (E) 18" RCP  
INV. EL. 874.00 (E) 18" RCP

W27  
STA. 56+10.28 - 11.69 R  
FBI 8" PVC TEE  
W28  
STA. 56+14.96 - 11.72 R  
FBI 8" GATE VALVE

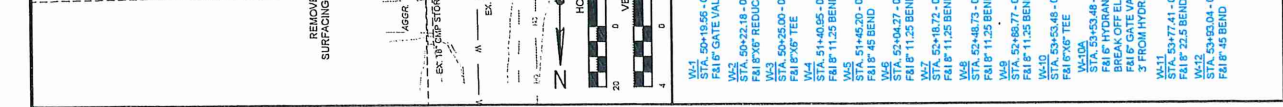
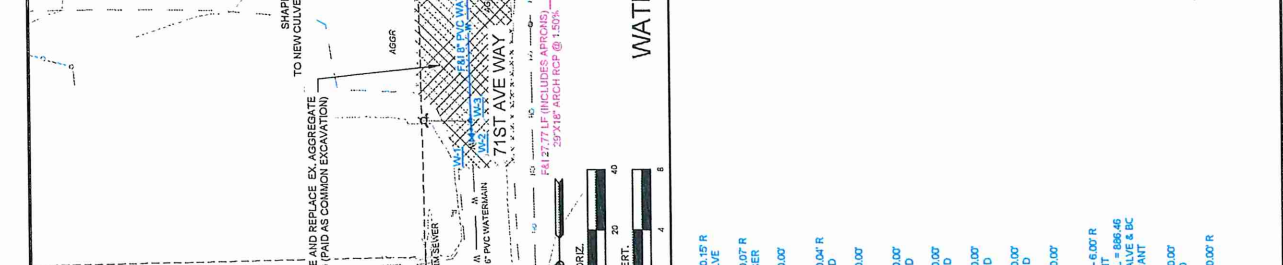
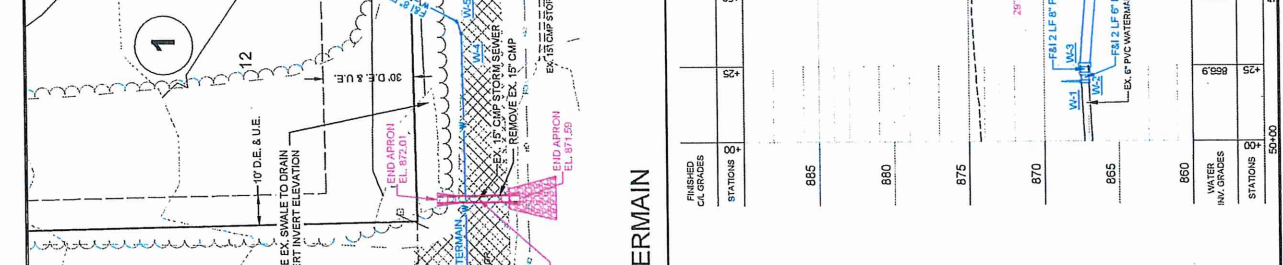
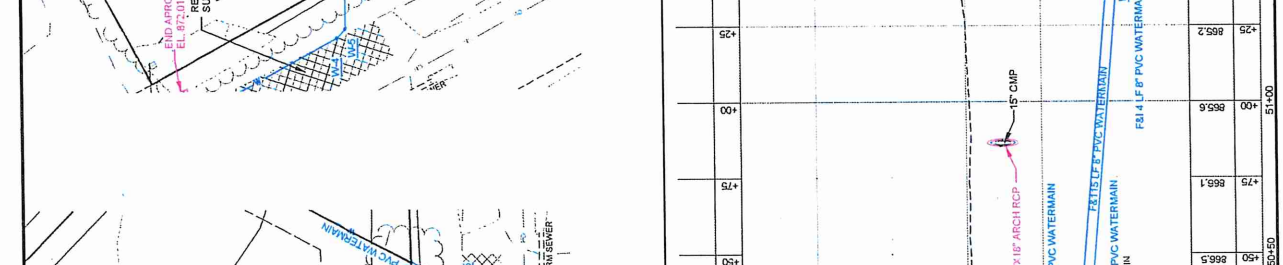
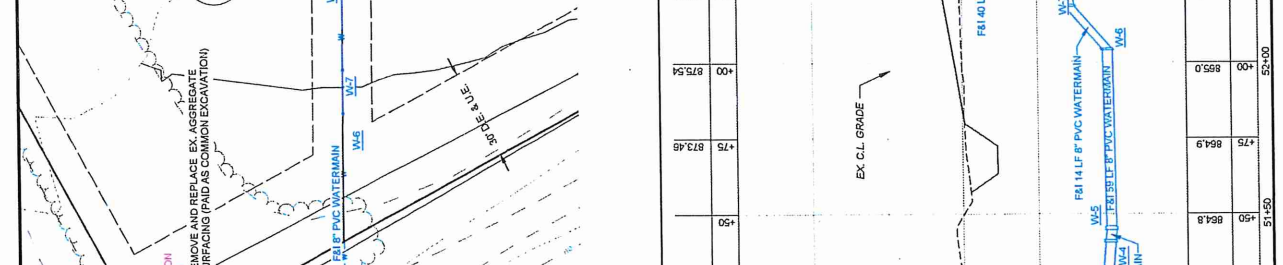
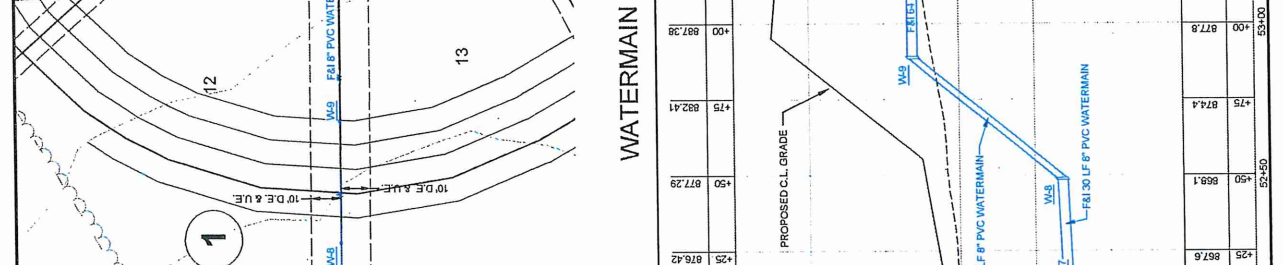
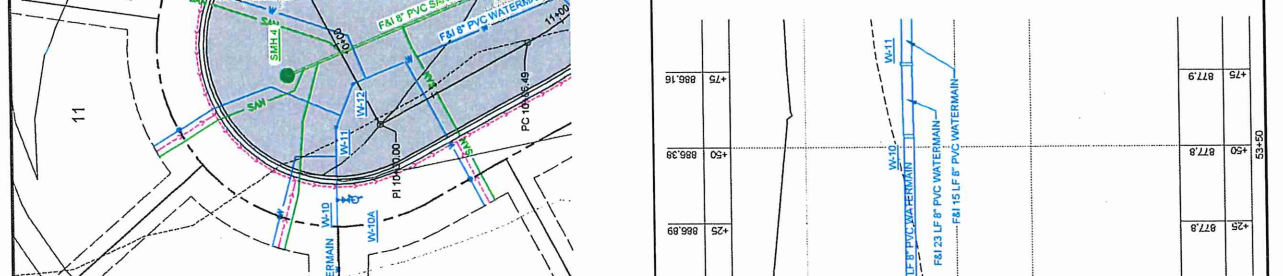


NOTES:  
1 FBI 8\"/>



FINISHED C.L. GRADES	STATIONS	54+50	55+00	55+50	56+00	56+50	57+00
880.00	54+50	871.4	870.8	870.5	870.2	869.7	869.0
885.00	55+00	879.43	879.10	878.81	878.51	878.21	877.91
890.00	56+00	879.76	879.43	879.10	878.81	878.51	878.21
895.00	57+00	879.43	879.10	878.81	878.51	878.21	877.91

SCALE: HORIZONTAL AS SHOWN	SCALE: VERTICAL AS SHOWN
WSPS PROJECT NO. 0724.01	WSPS PROJECT NO. 0724.01
DRAWN BY: [Name]	DRAWN BY: [Name]
CHECKED BY: [Name]	CHECKED BY: [Name]
DATE [Date]	DATE [Date]
REVISIONS	REVISIONS



W1	28x48.56 - 0.07 R
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whks engineers + planners + landscape architects

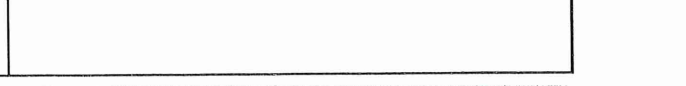
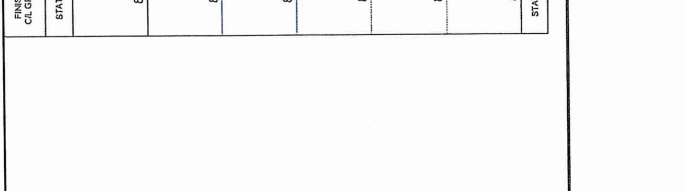
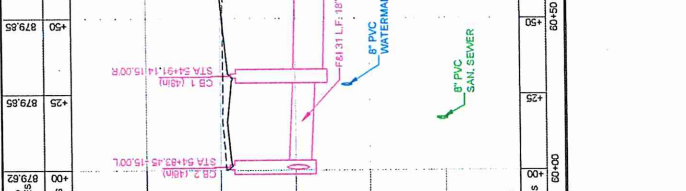
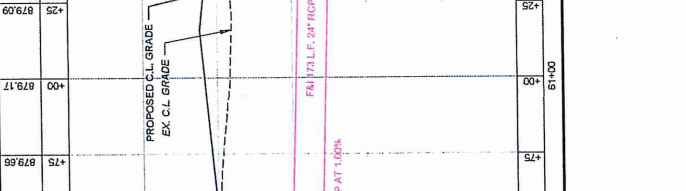
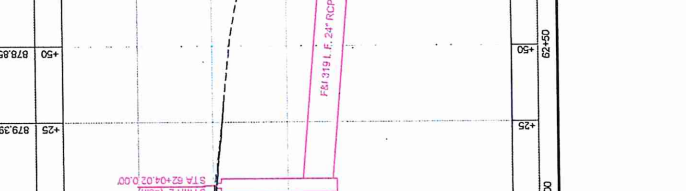
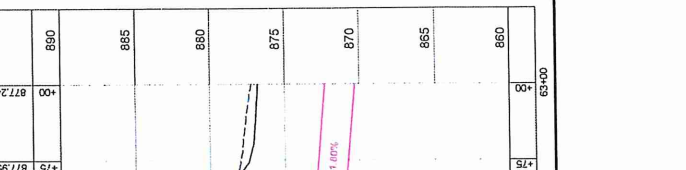
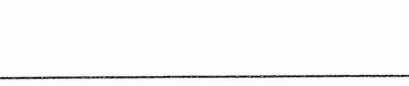
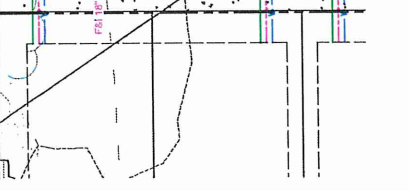
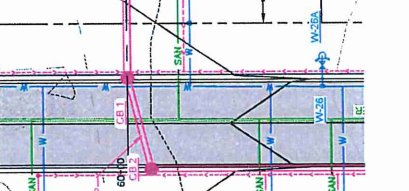
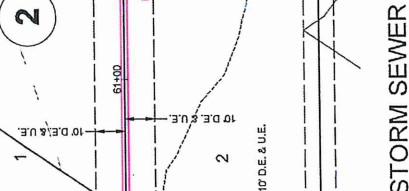
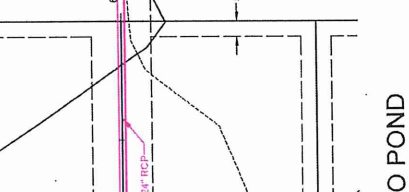
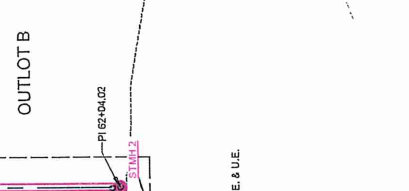
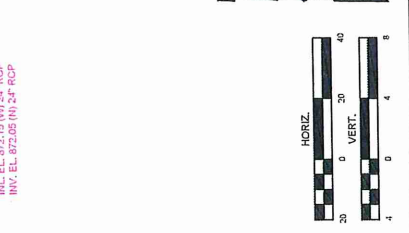
REVISIONS

NO.	DATE	DESCRIPTION

2023  
HARDWOOD ESTATES SECOND SUBDIVISION  
CANNON FALLS, MINNESOTA

SHEET 18 OF 20  
DRAWN BY: 9/24/21  
CHECKED BY: DAM  
DATE: 9/24/21

CB1  
STA 54+91.45 - 15.00 R  
CONSTRUCT STRUCTURE TYPE 4 (68in)  
RING EL. = 879.33  
RING EL. = 879.33  
INV. EL. 873.88 (A) 18" RCP  
INV. EL. 873.15 (B) 24" RCP  
STIM 2  
STA 54+93.45 - 15.00 L  
CONSTRUCT STRUCTURE TYPE 4 (68in)  
RING EL. = 879.03  
RING EL. = 879.03  
INV. EL. 874.00 (B) 18" RCP  
STIM 2  
STA 62+04.02 - 0.00  
CONSTRUCT STRUCTURE TYPE 4 (68in)  
RING EL. = 879.79  
RING EL. = 879.79  
INV. EL. 872.05 (A) 24" RCP  
INV. EL. 872.05 (B) 24" RCP



STORM SEWER TO POND





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

Trishy A. Purusa  
 License No. 44579  
 Date: \_\_\_\_\_

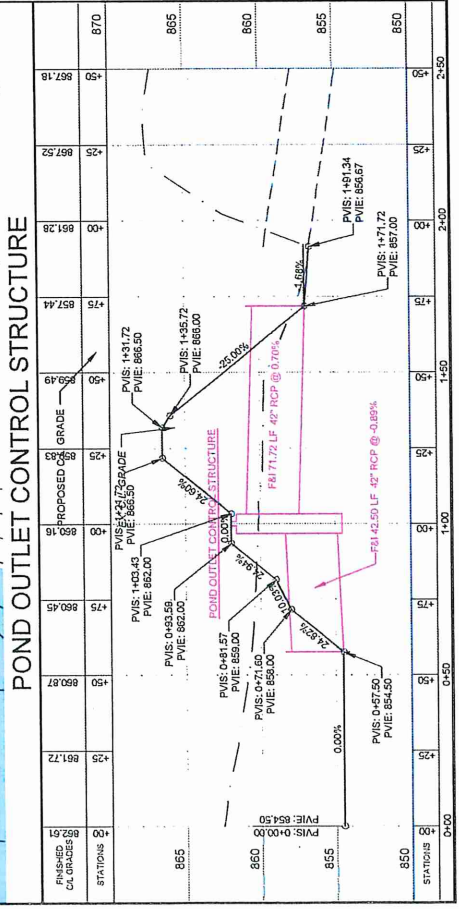
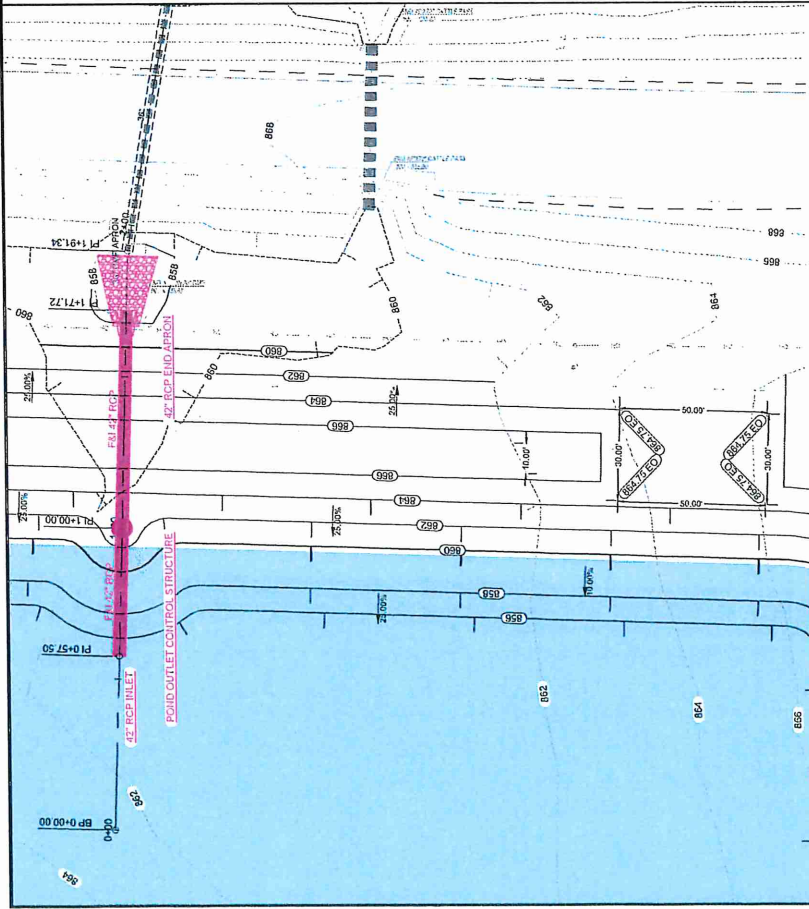
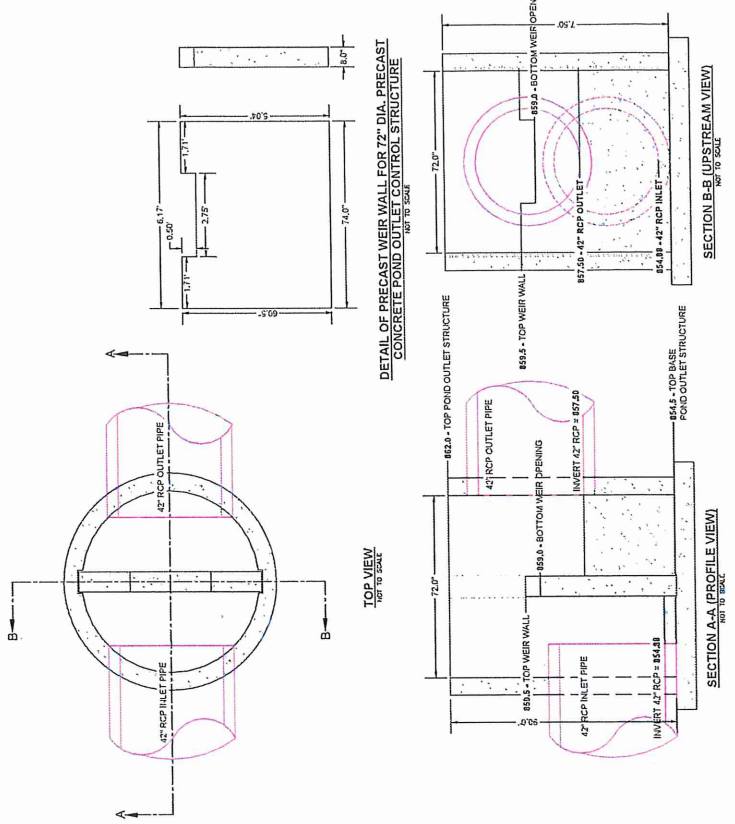
NO.	DATE	REVISIONS

HARDWOOD ESTATES SECOND SUBDIVISION  
 CANNON FALLS, MINNESOTA  
 2023

SCALE: AS SHOWN  
 WPKS PROJECT NO. 0724.01  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 SHEET: DAM  
 20 OF 20

POND OUTLET CONTROL STRUCTURE

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION FOR APPROVAL. SEE MANUFACTURER'S SPECIFICATIONS FOR MANHOLE CONSTRUCTION. FAI HAALA P572SR POND SKIMMER FLAT IRON STYLE GRATE PER MANUFACTURER'S RECOMMENDATIONS.



**EXHIBIT D**

**PUD PLAN**



This Instrument Drafted By:  
Hoff Barry, P.A.  
100 Prairie Center Drive, Suite 200  
Eden Prairie, MN 55344



**PLANNED UNIT DEVELOPMENT AGREEMENT  
HARDWOOD ESTATES SECOND SUBDIVISION  
CANNON FALLS, MINNESOTA**

**THIS PLANNED UNIT DEVELOPMENT AGREEMENT HARDWOOD ESTATES SECOND SUBDIVISION CANNON FALLS, MINNESOTA** (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between the Cannon Falls Economic Development Authority (“**Developer**”), and the City of Cannon Falls, a Minnesota municipal corporation (“**City.**”) Developer and City are each a “**Party**” and collectively the “**Parties**” to this Agreement.

**RECITALS:**

**WHEREAS**, Developer is the fee owner and intends to develop a parcel or parcels of land lying within the City and legally described on the attached **Exhibit A** (the “**Property**”); and

**WHEREAS**, the Property is part of the existing Hardwood Estates Plat attached hereto as **Exhibit B**;

**WHEREAS**, on August 14, 2022, the Planning Commission held a public hearing and adopted Resolution No. \_\_\_\_\_ recommending conditional approval of Developer’s request to rezone the Property from R-2 Single Family Residential to R-3 Medium Density Residential, Developer’s preliminary plat for a residential development attached hereto with related plans as **Exhibit C** (the “**Preliminary Plat**”), and Developer’s Planned Unit Development (“**PUD**”) plan attached hereto as **Exhibit D** (the “**PUD Plan**”); and

**WHEREAS**, on \_\_\_\_\_, 2023, the City Council enacted Ordinance No. \_\_\_\_\_ attached hereto as **Exhibit E**, which conditionally rezoned the Property from R-2 Single Family Residential to R-3 Medium Density Residential;

**WHEREAS**, on \_\_\_\_\_, 2023, the City Council adopted Resolution No. \_\_\_\_\_ attached hereto as **Exhibit F**, which conditionally approved the PUD Plan and final plans for the Hardwood Estates Second Subdivision PUD (collectively, the “**Hardwood Estates Final Plan**”);

**WHEREAS**, on \_\_\_\_\_, 2023, the City Council adopted Resolution No. \_\_\_\_\_ attached hereto as **Exhibit G** (Resolution No. \_\_\_\_ and Resolution No. \_\_\_\_ are collectively referred to herein as the “**City Resolutions**”), which conditionally approved (i) the Hardwood Estates Second Subdivision Final Plat drafted by \_\_\_\_\_ (the “**Final Plat**”), which consists of \_\_\_\_\_ and easements dedicated to the public for public ways, drainage and utilities and (ii) the Hardwood Estates Development Agreement (the “**Development Agreement**”);

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**WHEREAS**, this Agreement is entered into for the purpose of (1) setting forth and memorializing the understandings and agreements of the Parties concerning the use of the Property as a PUD and in accordance with the City Resolutions, PUD Plan, Hardwood Estates Final Plan, Final Plat, Ordinance No. \_\_\_\_\_, and City Code, and (2) putting subsequent owners of the Property on notice of the limitations and obligations of the Parties concerning the Property.

**NOW, THEREFORE**, it is hereby and herein mutually agreed, in consideration of promises and considerations of City and Developer herein set forth, as follows:

1. **Incorporation**. The above Recitals and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein.

2. **Zoning**. The zoning of the Property is R-3 Medium Density Residential and Planned Unit Development District. The City Resolutions and all exhibits thereto, Ordinance No. \_\_\_\_\_, and City Code shall govern the zoning of the Property.

3. **Development; Maintenance**. Development of, construction on and maintenance of the Property shall be done in accordance with and shall comply, at all times, with the Development Agreement, the City Resolutions and all exhibits thereto, this Agreement, and all applicable sections of the City Code and other governmental rules and regulations. Further, all plans for construction on individual lots within the Property are subject to the review and approval of the City for compliance with the PUD Plan and Hardwood Estates Final Plan at the time application is made for a building permit. Such applicants must make all changes to said construction plans as required by the City. If an applicant does not make the required changes, the City shall not issue the building permit requested by such applicant.

4. **PUD Requirements**. The Developer shall comply with all the requirements set forth in Resolution No. \_\_\_\_\_ conditionally approving the PUD Plan and Hardwood Estates Final Plan and this Agreement, to the satisfaction of the City and prior to the issuance of any permits for the development of the Property.

5. **Developer to Pay All Costs**. Developer shall pay, within thirty (30) days of demand, all reasonable expenses that the City incurs in direct relation to the development of the Property and this Agreement. Said expenses shall include, but are not limited to, staff, engineering, legal and other consulting fees reasonably incurred in relation to this Agreement.

6. **Violation of Agreement**. In the event the Developer, including its successors and permitted assigns, violates any of its covenants or agreements in this Agreement and such violation is not corrected, or commenced to be corrected by the Developer, (which correction shall be diligently and promptly pursued and completed), within thirty (30) days after written notice specifying such violation, the City is hereby granted the right and privilege to declare a default in any or all of the terms of this Agreement and pursue any remedies at law or equity against the Developer.

7. **Certificate of Occupancy**. No Certificate of Occupancy shall be issued for any

building constructed on any lot within the Property until the Developer has complied with the Development Agreement, the City Resolutions and all exhibits thereto, this Agreement, and all applicable sections of the City Code and other governmental rules and regulations. If the Developer is in default under this Agreement, the City may, among other remedies set forth in this Agreement, withhold future Certificates of Occupancy issued for the Property.

**8. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each referred to as a “Notice”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested); provided, that a Notice may be sent by e-mail where expressly permitted by this Agreement or by telephone where expressly permitted by this Agreement (any such telephone Notice shall be followed by an email confirmation within a reasonable time period). A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to City: City of Cannon Falls  
c/o City Administrator  
918 River Road  
Cannon Falls, MN 55009

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With copy to: Hoff Barry, P.A.  
Attn: Shelley M. Ryan  
100 Prairie Center Drive, Ste. 200  
Eden Prairie, MN 55344

If to Developer: Cannon Falls Economic Development Authority  
c/o EDA President  
918 River Road  
Cannon Falls, MN 55009

With copy to: Community and Economic Development Associates  
c/o Laura Qualey, Community & Business Development  
Specialist  
918 River Road  
Cannon Falls, MN 55009

**9. Proof of Title/City Attorney Requirements.** The Developer shall provide a platting title commitment as required by Minn. Stat. § 505.03. Such evidence of title shall be subject to the review and approval of the City Attorney to determine the entities that must execute the Final Plat and other documents to be recorded against the Property. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to the City Resolutions and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City processing or approving any



**DRAFT**

building permits or other permits applicable to the development of the Property.

**10** **Cluster Box Unit Requirements.** The Developer shall install cluster box units as required by the United States Postal Service (the cluster box units and the area near and adjacent to allow its reasonable use are referred to as the “CBU”). The PUD Plan and Hardwood Estates Final Plan shall be modified prior to release of the Final Plat, subject to the review and approval of the City Engineer, to comply with the requirements of the United States Postal Service for the CBU. Prior to release of the Final Plat, the Developer shall submit a maintenance declaration or contain such maintenance responsibility in homeowner association documents, subject to the review and approval of the City Engineer, to apportion to all lots of the Property the responsibility and cost to maintain the CBU.

**11. MISCELLANEOUS.**

a. Attorneys’ Fees. If any action is brought to enforce the terms of this Agreement and the City prevails, the Developer will pay the City’s costs and reasonable attorneys’ fees to be fixed by the Court.

b. Entire Agreement. This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

c. Agreement Effect. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and permitted assigns and the benefits and burdens shall run with the Property. The Developer shall record this Agreement against the title to the Property along with the recording of the Final Plat. The Developer warrants and guarantees that this Agreement shall have priority on the property records over any other lien or encumbrance. The Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

d. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

e. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

f. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

g. Time is of the Essence. Time is of the essence in the performance of the terms and



obligations of this Agreement.

h. Modification. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

i. Warrant of Authority. The Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.

j. Compliance with City Code § 152.153(J)(2)(g). Pursuant to City Code § 152.153(J)(2)(g), the Developer shall make application for and receive (on the condition that the Developer complies with the requirements of the Development Agreement, the City Resolutions and all exhibits thereto, this Agreement, and all applicable sections of the City Code and other governmental rules and regulations) a building permit and construction activities on the Property shall commence on or before \_\_\_\_\_, 2024. In such event of failure of the Developer to meet the above deadline, the Development Agreement, the City Resolutions and all exhibits thereto, this Agreement, and all approvals granted under the same for the development of the Property shall become null and void with no further action required by either the Developer or City.

k. Non-Waiver. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

l. Cumulative Rights. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

*The remainder of this page intentionally left blank; signature pages follow*

IN WITNESS WHEREOF, the Parties herein have executed this Agreement as of the Effective Date.

CITY OF CANNON FALLS,  
A Minnesota municipal corporation

BY:

\_\_\_\_\_  
Mayor  
**DRAFT**  
\_\_\_\_\_  
City Administrator

AND:

STATE OF MINNESOTA )  
COUNTY OF GOODHUE )ss.  
CITY OF CANNON FALLS )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Matt Montgomery and Neil Jensen to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Administrator of the City of Cannon Falls, Minnesota, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Matt Montgomery and Neil Jensen acknowledged said instrument to be the free act and deed of said corporation.

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



**EXHIBIT A**

**Legal Description of Property**

OUTLOT A OF HARDWOOD ESTATES, ACCORDING THE RECORDED PLAT THEREOF,  
GOODHUE COUNTY, MN.

EXCEPTING, PARCEL 2 OF GOODHUE COUNTY RIGHT OF WAY PLAT NO. 211, ACCORDING  
TO THE RECORDED PLAT THEREOF, GOODHUE COUNTY, MN.

CONTAINING 41.84 ACRES, MORE OR LESS.

**DRAFT**

**EXHIBIT B**

**Hardwood Estates Plat**

***DRAFT***

EXHIBIT C  
PRELIMINARY PLAT

**DRAFT**

**EXHIBIT D**

**PUD PLAN**

***DRAFT***



**EXHIBIT E**  
**ORDINANCE NO.**  
**APPROVING REZONE AND PUD**

***DRAFT***

**EXHIBIT F**  
**RESOLUTION NO.**  
**APPROVING PUD PLAN**

***DRAFT***

**EXHIBIT G**  
**RESOLUTION NO.**  
**FINAL PLAT AND DEVELOPMENT AGREEMENT**

***DRAFT***