

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

RESOLUTION 2698

**FINAL PLAT AND FINAL 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, the Developer is seeking approval of the Hardwood Estates Second Subdivision Final Plat and PUD final plans (the “**PUD Final Plan**”);

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

WHEREAS, the City Council considered the matter at its September 5, 2023 meeting.

NOW, THEREFORE, the City Council of the City of Cannon Falls makes the following:

FINDINGS

1. 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, and Developer’s PUD plans.

2. On August 15, 2022, the City Council conditionally adopted Ordinance No. 395 rezoning the Property from R-2 Single Family Residential to R-3 Medium Density Residential and Planned Unit Development District.

3. On August 15, 2022, the City Council passed Resolution No. 2694 conditionally approving the Developer’s Hardwood Estates Second Subdivision preliminary plat and PUD plans

4. The Developer has submitted, for the City’s review and approval, the Hardwood Estates Second Subdivision Final Plat and PUD Final Plan attached hereto as **Exhibit C**.

5. 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.

6. The proposed subdivision of Property is governed by City Code Chapter 151.
7. The Developer, pursuant to City Code Chapter 151, submitted the Final Plat for the City's review and approval.
8. City Code § 151.090 (E) requires the Developer to enter into a Development Agreement, which must be recorded against the Property.
9. The Final Plat 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.
10. The proposed PUD is governed by City Code Chapter 152.
11. The Developer, pursuant to City Code Chapter 152, submitted the PUD Final Plan for the City's review and approval.
12. The PUD Final 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 City Council hereby conditionally approves the Hardwood Estates Second Subdivision Final Plat and the Mayor and City Administrator are hereby authorized to execute the same, subject to the conditions set forth below in paragraph 3 that must be met, to the satisfaction of the City, prior to release of the Final Plat.
2. The City Council hereby conditionally approves the Hardwood Estates Second Subdivision PUD Final Plan, subject to the conditions set forth below in paragraph 3 that must be met, to the satisfaction of the City, prior to release of the Final Plat.
3. The following conditions must be met to the satisfaction of the City prior to or simultaneously with final plat approval:
 - (a) 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.
 - (b) The Developer shall record the Final Plat within ninety (90) days of the date of this Resolution. If the Developer fails to comply with this condition, the City Council's approval of the Final Plat shall be considered void, unless the Developer requests and receives an extension from the City Council.

(c) The Developer shall provide a platting title commitment as required by Minn. Stat. § 505.03. The above-mentioned 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 this Resolution 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 building permits or other permits applicable to the development of the Property.

(d) The Hardwood Estates Second Subdivision Final Plat and PUD Final Plan shall be consistent with each other.

(e) The City and Developer shall enter into the Hardwood Estates Development Agreement, subject to final review by the City Attorney and/or City Engineer, within thirty (30) days of the date of this Resolution. The Development Agreement shall be recorded against and run with the Property. The City may record the Development Agreement immediately upon receipt of all signatures.

(f) The City and Developer shall enter into the Hardwood Estates Second Subdivision PUD Agreement, subject to final review by the City Attorney, within thirty (30) days of the date of this Resolution. The Hardwood Estates Second Subdivision PUD Agreement shall be recorded against and run with the Property. The Developer shall provide the City with recording information prior to the issuance of any permit for the development of the Property.

(g) The Developer shall comply with the recommendations of the City Engineer.

(h) The conditional approvals granted by this Resolution apply only to the Property.

(i) 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.

(j) All construction on and maintenance of the Property shall comply, at all times, with this Resolution, the Development Agreement, the PUD Final Plan, the Final Plat, and City Code.

(k) The Developer's satisfaction of all park dedication requirements for the Project prior to the City's release of the Final Plat.

(1) 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 5th day of September 2023.

Matt Montgomery, Mayor

ATTEST: _____
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

HARDWOOD ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Glenn M. Mulvihill, a single person, fee owner, and Merchants Bank National Association, a Minnesota corporation, mortgagee, of the following described property situated in the County of Goodhue, State of Minnesota, to wit:

That part of the Northwest Quarter of Section 17, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows:

Beginning at the southeast corner of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 17; thence northerly, along the east line of said West Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 17, to the intersection with a line 965.00 feet southerly of, measured at a right angle to, and parallel with the south line of Minnesota Street, as now located and established; thence easterly, along said parallel line, a distance of 620 feet, more or less, to the intersection with a line 950 feet easterly of, measured at a right angle to, and parallel with the west line of said Northwest Quarter of Section 17; thence northerly along said parallel line, a distance of 611 feet, more or less, to the centerline of State Trunk Highway No. 19, as now located and established; thence easterly along said centerline to the east line of said Northwest Quarter of Section 17; thence southerly along said east line to the southeast corner of said Northwest Quarter of Section 17; thence westerly, along the south line of said Northwest Quarter of Section 17 to the point of beginning.

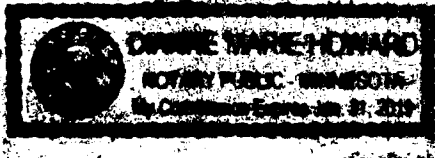
Has caused the same to be surveyed and platted as **HARDWOOD ESTATES** and does hereby dedicate to the public for public use the public ways and drainage and utility easements as shown on the plat.

In witness whereof said Glenn M. Mulvihill, a single person, has hereunto set his hand this 17th day of November, 2014.

By Glenn M. Mulvihill
Glenn M. Mulvihill

STATE OF MINNESOTA
COUNTY OF Goodhue
This instrument was acknowledged before me on November 17, 2014, by Glenn M. Mulvihill.

Dianna Marie Howard
(Signature)
Notary Public, Goodhue County, Minnesota
My Commission Expires 1/31/16

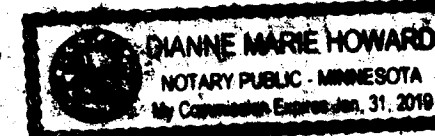
DIANNE MARIE HOWARD
(Name Printed)


In witness whereof said Merchants Bank National Association, a Minnesota corporation, has caused these presents to be signed by its proper officer this 17th day of November, 2014.

MERCHANTS BANK NATIONAL ASSOCIATION
By Brian E. Hokanson
Brian E. Hokanson, Senior Vice President

STATE OF MINNESOTA
COUNTY OF Goodhue
This instrument was acknowledged before me on November 17, 2014, by Brian E. Hokanson, Senior Vice President of Merchants Bank National Association, a Minnesota corporation, on behalf of the corporation.

Dianna Marie Howard
(Signature)
Notary Public, Goodhue County, Minnesota
My Commission Expires 1/31/16

DIANNE MARIE HOWARD
(Name Printed)


I hereby certify: that I have surveyed or directly supervised the survey of the property described on this plat; that I prepared or directly supervised the preparation of this plat as **HARDWOOD ESTATES**; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all outside boundary monuments of the plat have been correctly set and that all other required monuments will be correctly set within one year of the recording of this plat; that as of the date of this certificate, all water boundaries and wetlands, as defined in Minnesota Statutes 505.01, Subd. 3, are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this 21st day of OCTOBER, 2014.

Craig W. Morse
Craig W. Morse, Land Surveyor
Minnesota License No. 23021

STATE OF MINNESOTA
COUNTY OF HENNEPIN
This instrument was acknowledged before me on this 21st day of October, 2014, by Craig W. Morse.

Shannon Sinnen
(Signature) Shannon Sinnen
(Name Printed)

Notary Public, Carver County, Minnesota
My Commission Expires January 31, 2016

CITY PLANNING COMMISSION
Approved by the Planning Commission of the City of Cannon Falls, Minnesota, this 12th day of May, 2014.

Daniel R. Pelt
Chair
Rachel D. Olson
Secretary

CANNON FALLS, MINNESOTA
This plat of **HARDWOOD ESTATES** was approved and accepted by the City Council of Cannon Falls, Minnesota, at a regular meeting thereof held this 12th day of May, 2014, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

By John M. Kelly
Mayor
By Rachel D. Olson
Manager

GOODHUE COUNTY AUDITOR/TREASURER
Taxes payable in the year 2014 on the land herein described have been paid, there are no delinquent taxes and transfer has been entered this 8th day of December, 2014.

Carolyn Hultquist
Goodhue County Auditor/Treasurer

GOODHUE COUNTY SURVEYOR
Pursuant to Chapter 389.09, laws of Minnesota, and Goodhue County Ordinance No. 2-78, this plat has been approved this 2nd day of December, 2014.

William H. ...
Goodhue County Surveyor

GOODHUE COUNTY RECORDER
I hereby certify that the within instrument was filed in this office for record this 8th day of December, 2014 at 1:29 o'clock P.M. and was duly recorded as document number 618635.

William H. ...
Goodhue County Recorder

HARDWOOD ESTATES

N 1/4 Corner of Sec. 17, Twp. 112, Rge. 17, Goodhue County, MN Fd. Goodhue County Cast Iron Monument

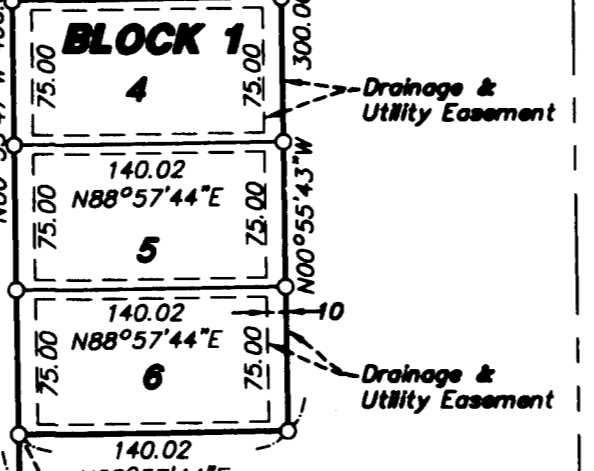
MNDT Record Centerline Curve Data:
P.I. = 60+25
 $\Delta = 19^{\circ}37'46''$
 $D = 15^{\circ}30'$
 $Te = 810.95$
 $DELTA c = 15^{\circ}07'46''$
 $Lc = 1008.63$
 $Ls = 300.0$
 $CH = 959.78$
 $CB = N82^{\circ}45'12'' E$
 $\Delta = 14^{\circ}26'05''$
 $R = 3819.72$
 962.32

State Trunk Highway 19, per Book 89 of Misc. Records, Page 179
centerline of Minnesota State Highway No. 19 as now located

STATE HIGHWAY NO. 19
 $S87^{\circ}46'45'' E 414.55$
 $S88^{\circ}31'45'' E 299.98$

STATE HIGHWAY NO. 19
 $N87^{\circ}46'45'' W 344.87$
 $N88^{\circ}31'45'' W 300.47$
 $S88^{\circ}35'53'' W 191.55$

SCHWARTAU'S BLOCK
a line 950.00 feet easterly of, measured at right angle to & parallel with the west line of the NW 1/4 of Sec. 17, Twp. 112, Rge. 17



OUTLOT A

$N88^{\circ}57'58'' E 623.26$
 $N88^{\circ}57'58'' E 689.26$

west line of the NW 1/4 of Sec. 17
W 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SEC. 17
 $N00^{\circ}53'39'' W 525.21$

east line of the W 1/2 of the W 1/2 of the SW 1/4 of the NW 1/4 of Sec. 17, Twp. 112, Rge. 17

a line 955.00 southerly of & measured at a right angle to and parallel with the south line of Minnesota Street, as established by found monumentation in the plat of SCHWARTAU'S BLOCK

a point 950.00 feet east of the west line of Sec. 17 & 965.00 feet south of the south line of Minnesota Street

30 foot Road Easement per Book 106 of Misc. Records, Page 110

southwest corner of the Northwest Quarter of Section 17, Twp. 112, Rge. 17, Goodhue County, Minnesota Fd. Goodhue County Cast Iron Monument

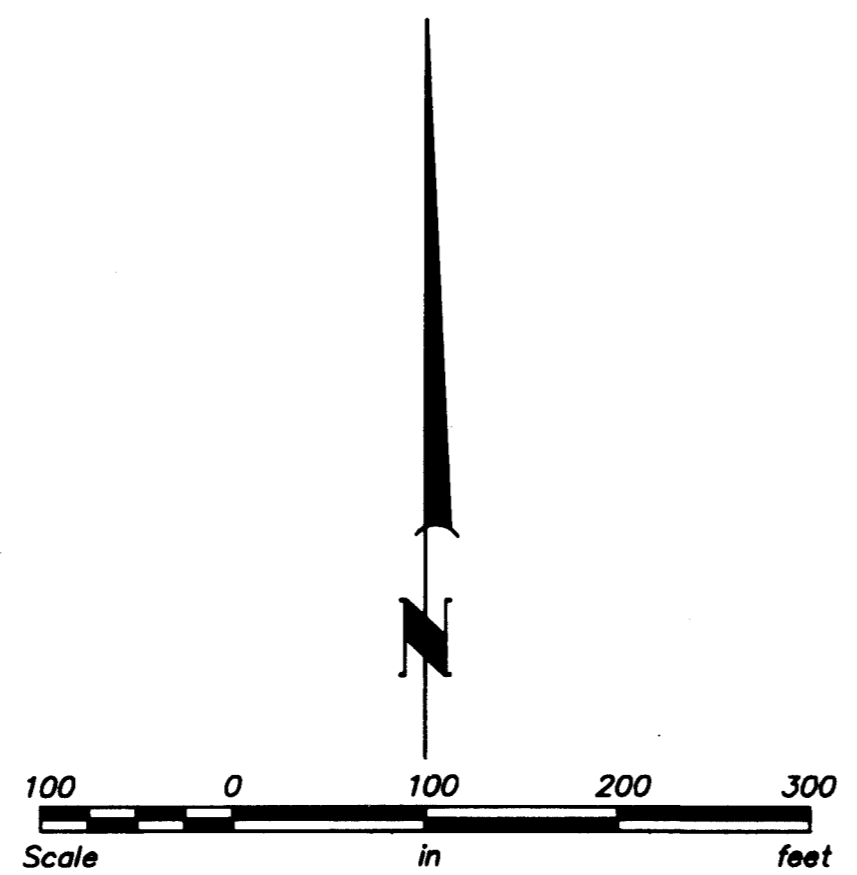
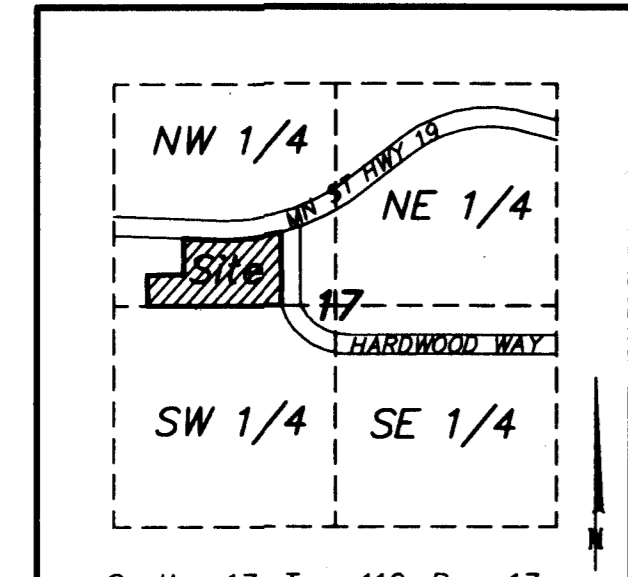
southeast corner of the W 1/2 of the W 1/2 of the SW 1/4 of the NW 1/4 of Sec. 17, Twp. 112, Rge. 17 Found Iron Pipe, LS No. 16998

south line of the NW 1/4 of Sec. 17

E 1/4 Corner of Sec. 17, Twp. 112, Rge. 17, Goodhue County, MN Fd. Goodhue County Cast Iron Monument

southeast corner of the NW 1/4 of Sec. 17, Twp. 112, Rge. 17 Found Iron Pipe, LS No. 16998

VICINITY MAP
No scale

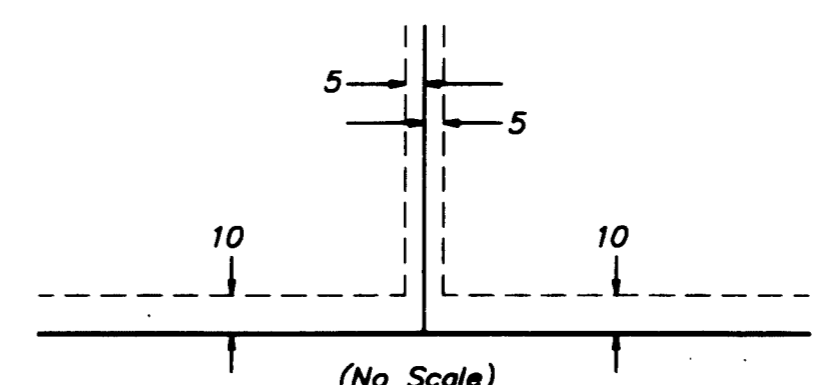


The south line of the NW 1/4 of Section 17, Township 112, Range 17 is assumed to bear $N 89^{\circ}52'26'' E$

No monument symbol shown at any statute required location indicates a 1/2 inch by 14 inch capped iron rebar marked by License No. 23021, that will be set within 1 year of the recording of this plat.

- Denotes 1/2 inch by 14 inch iron rebar found and marked as shown
- ⊙ Denotes found Goodhue County Cast Iron Monument
- Denotes 1/2 inch by 14 inch monument set and marked by License No. 23021

Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.

EXHIBIT C

Final Plat and Final PUD Plan

HARDWOOD ESTATES SECOND SUBDIVISION

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Cannon Falls, a Minnesota Municipal Corporation, being owner of the following described property situated in the County of Goodhue, State of Minnesota, to wit:

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.

Has caused the same to be surveyed and platted as HARDWOOD ESTATES SECOND SUBDIVISION and do hereby dedicate to the public for public use the thoroughfares and also dedicate the easements as shown on this plat for drainage and utility purposes.

In witness whereof said CITY OF CANNON FALLS, a Minnesota Municipal Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

By _____ its _____

STATE OF MINNESOTA
COUNTY OF GOODHUE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____, CITY OF CANNON FALLS, a Minnesota Municipal Corporation.

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF CANNON FALLS, MINNESOTA

Approved by the Planning Commission of the City of Cannon Falls, Minnesota this _____ day of _____, 20____.

Chair _____ Secretary _____

CITY COUNCIL, CITY OF CANNON FALLS, MINNESOTA

This Plat of HARDWOOD ESTATES SECOND SUBDIVISION was approved and accepted by the City Council of the City of Cannon Falls, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03.

By: _____ Mayor
By: _____ City Administrator

COUNTY SURVEYOR

Pursuant to Chapter 389.09, laws of Minnesota, this plat has been checked and approved, this _____ day of _____, 20____.

Lisa M. Hanni, Goodhue County Surveyor

COUNTY ENGINEER

Recommended for approval this _____ day of _____, 20____.

Goodhue County Engineer

GOODHUE COUNTY AUDITOR/TREASURER

Taxes payable in the year 20____, on the land herein described, have been paid; there are no delinquent taxes and transfer has been entered on this _____ day of _____, 20____.

Goodhue County Auditor/Treasurer

GOODHUE COUNTY RECORDER

Document Number _____

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ m. and was duly recorded in Book _____ of Plats on page _____.

Goodhue County Recorder

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as HARDWOOD ESTATES SECOND SUBDIVISION; that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3, existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____.

Timothy A. Hruska, Land Surveyor
Minnesota License No. 44930

STATE OF MINNESOTA
COUNTY OF OLMSTED

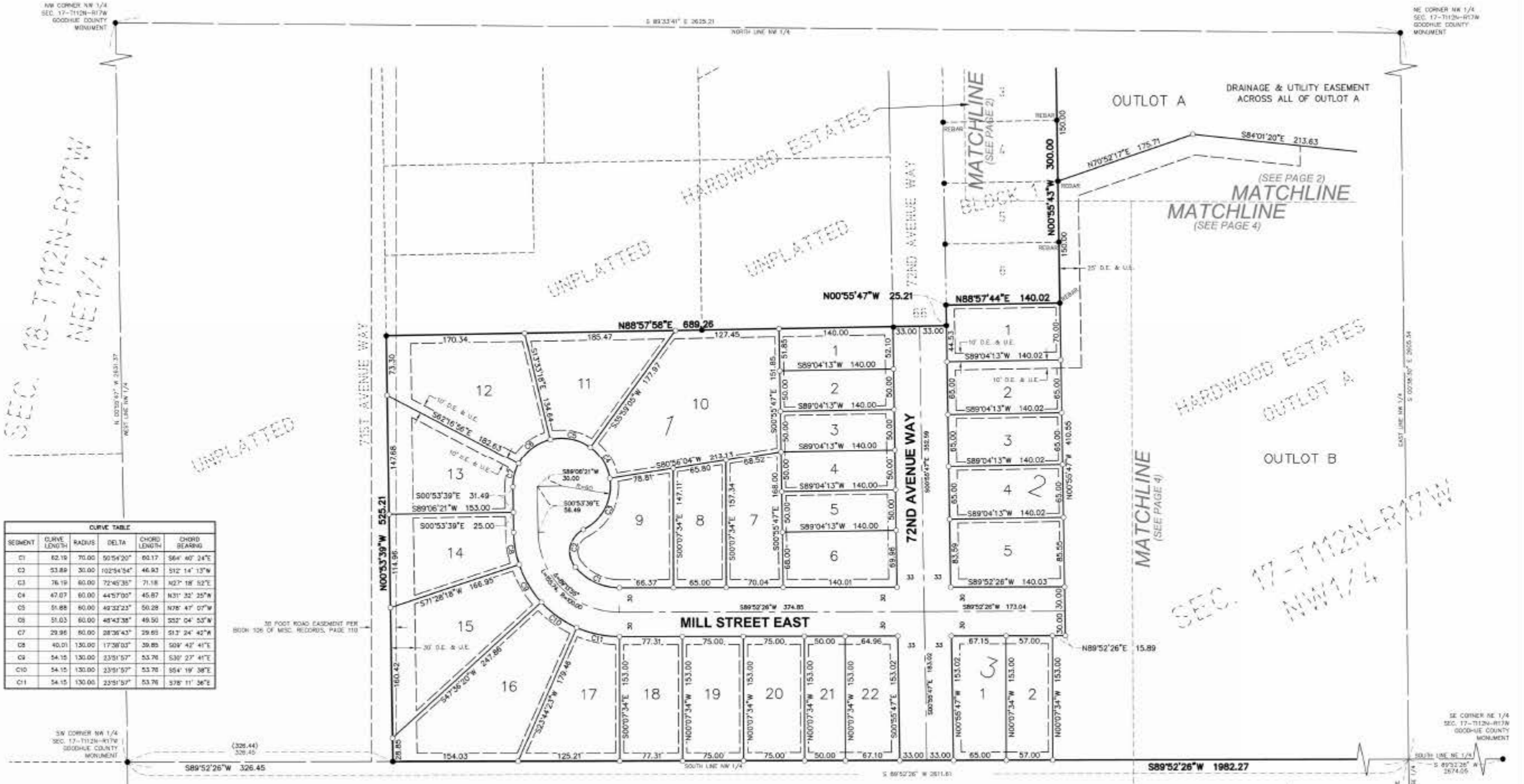
The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____ by Timothy A. Hruska, Minnesota License No. 44930.

Notary Public, _____ County, Minnesota

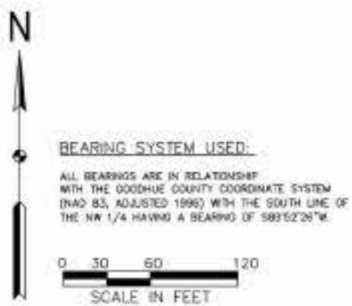
My Commission Expires _____



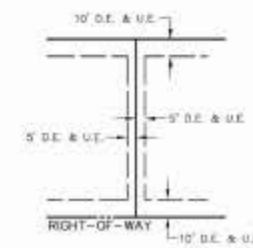
HARDWOOD ESTATES SECOND SUBDIVISION



SEGMENT	CURVE LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	62.19	70.00	50°54'20"	62.17	S64°40'34"E
C2	53.89	30.00	102°54'54"	46.93	S12°14'13"W
C3	76.19	60.00	72°45'35"	71.18	N27°18'52"E
C4	47.07	60.00	44°57'00"	45.87	N31°32'25"W
C5	51.88	60.00	49°32'23"	50.28	N78°47'07"W
C6	51.03	60.00	48°43'38"	49.50	S32°04'53"W
C7	29.96	60.00	28°36'43"	29.65	S13°24'42"W
C8	40.01	130.00	17°38'03"	39.85	S09°42'41"E
C9	54.15	130.00	23°51'57"	53.76	S39°27'41"E
C10	54.15	130.00	23°51'57"	53.76	S54°19'38"E
C11	54.15	130.00	23°51'57"	53.76	S78°11'36"E



- LEGEND**
- - FOUND 1/2" PIPE UNLESS OTHERWISE NOTED
 - - DENOTES 1/2" IRON PIPE WITH CAP #44930 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
 - (X) RECORD DIMENSION
 - CENTERLINE
 - - - RIGHT-OF-WAY
 - · - · - · - EXISTING BOUNDARY
 - o - o - o - o - CONTROLLED ACCESS



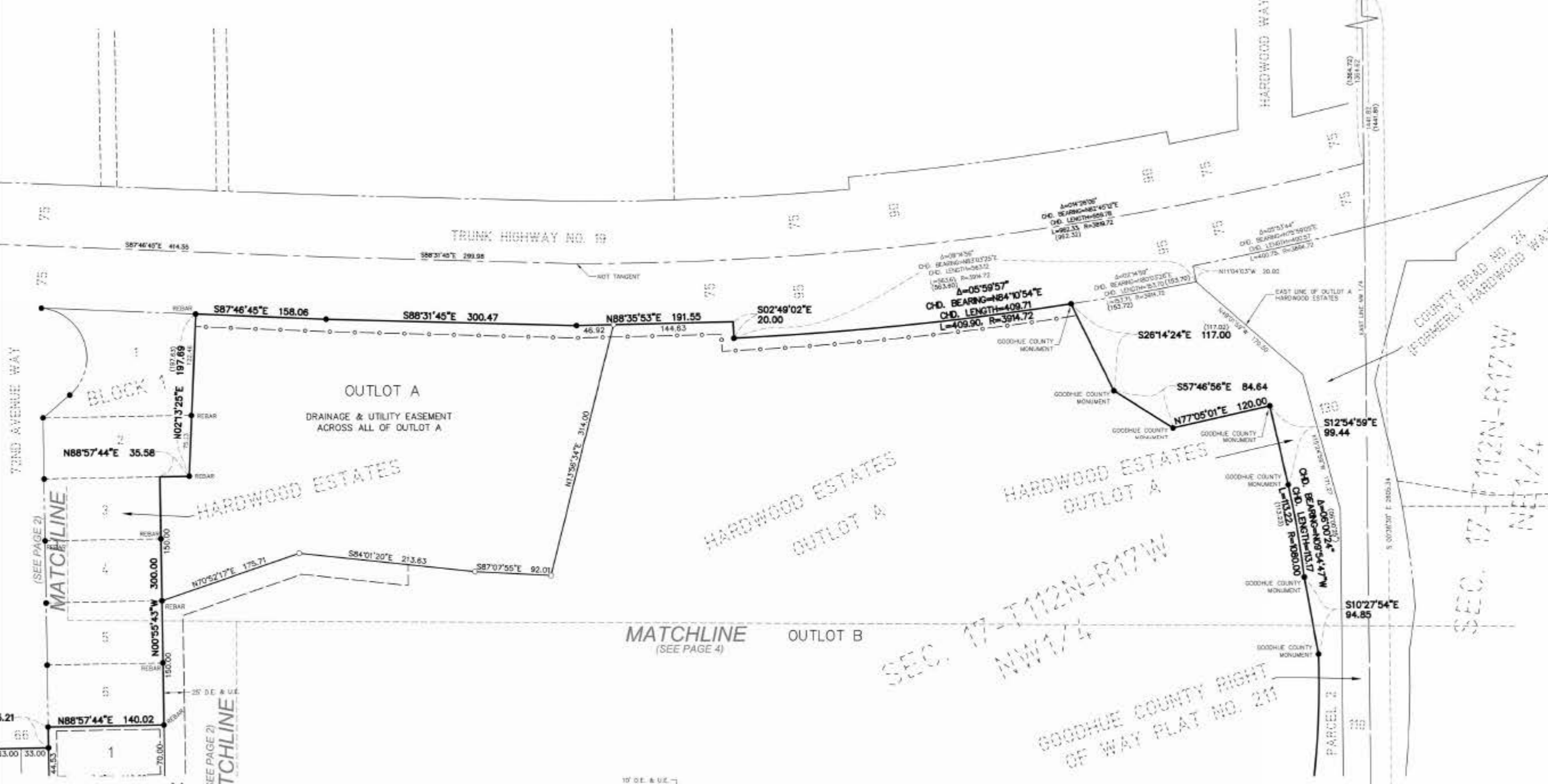
UTILITY EASEMENT DEFINED
 An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.
 U.E. - UTILITY EASEMENT D.E. - DRAINAGE EASEMENT

BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.



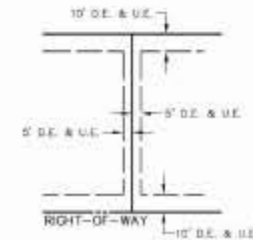
HARDWOOD ESTATES SECOND SUBDIVISION

NE CORNER NW 1/4
SEC. 17-112N-R17W
GOODHUE COUNTY
MONUMENT



BEARING SYSTEM USED:
ALL BEARINGS ARE IN RELATIONSHIP WITH THE GOODHUE COUNTY COORDINATE SYSTEM (NAD 83, ADJUSTED 1996) WITH THE SOUTH LINE OF THE NW 1/4 HAVING A BEARING OF S89°52'26"W.

- LEGEND**
- - FOUND 1/2" PIPE UNLESS OTHERWISE NOTED
 - - DENOTES 1/2" IRON PIPE WITH CAP #44332 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
 - (X) RECORD DIMENSION
 - CENTERLINE
 - - - RIGHT-OF-WAY
 - - - EXISTING BOUNDARY
 - - - CONTROLLED ACCESS

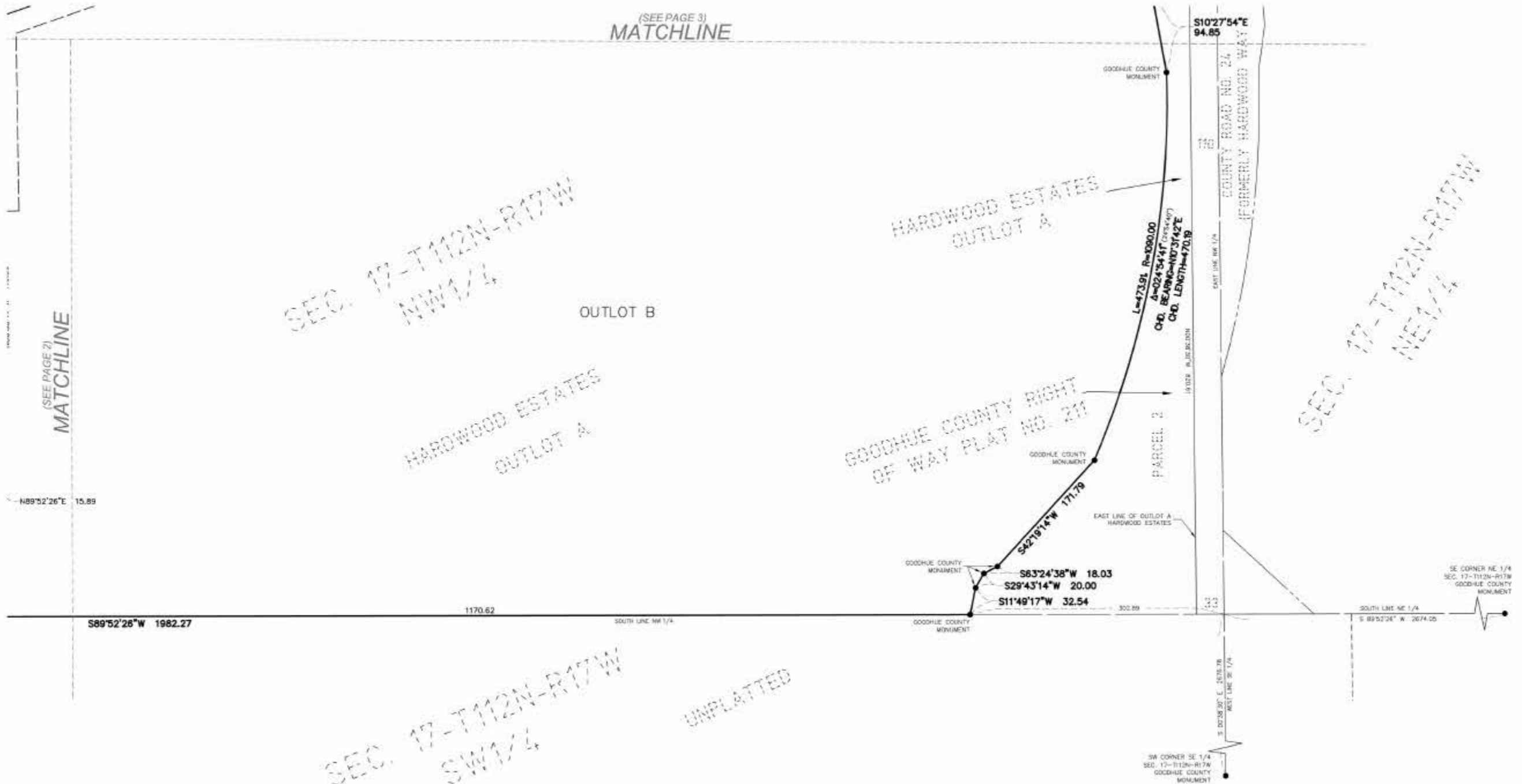


BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON-ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.

UTILITY EASEMENT DEFINED
An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.
U.E. = UTILITY EASEMENT D.E. = DRAINAGE EASEMENT



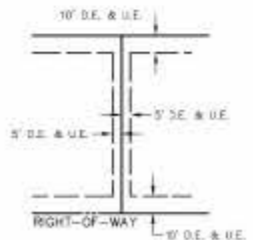
HARDWOOD ESTATES SECOND SUBDIVISION



BEARING SYSTEM USED:
 ALL BEARINGS ARE IN RELATIONSHIP WITH THE GOODHUE COUNTY COORDINATE SYSTEM (NAD 83, ADJUSTED 1995) WITH THE SOUTH LINE OF THE NW 1/4 HAVING A BEARING OF S89°52'26"W



- LEGEND**
- FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
 - DENOTES 1/2" IRON PIPE WITH CAP #44930 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT
 - (X) RECORD DIMENSION
 - CENTRALISE
 - - - - - RIGHT-OF-WAY
 - — — — — EXISTING BOUNDARY
 - - - - - CONTROLLED ACCESS

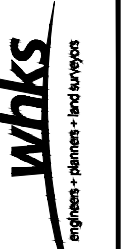


BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.

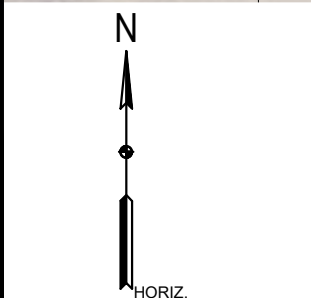
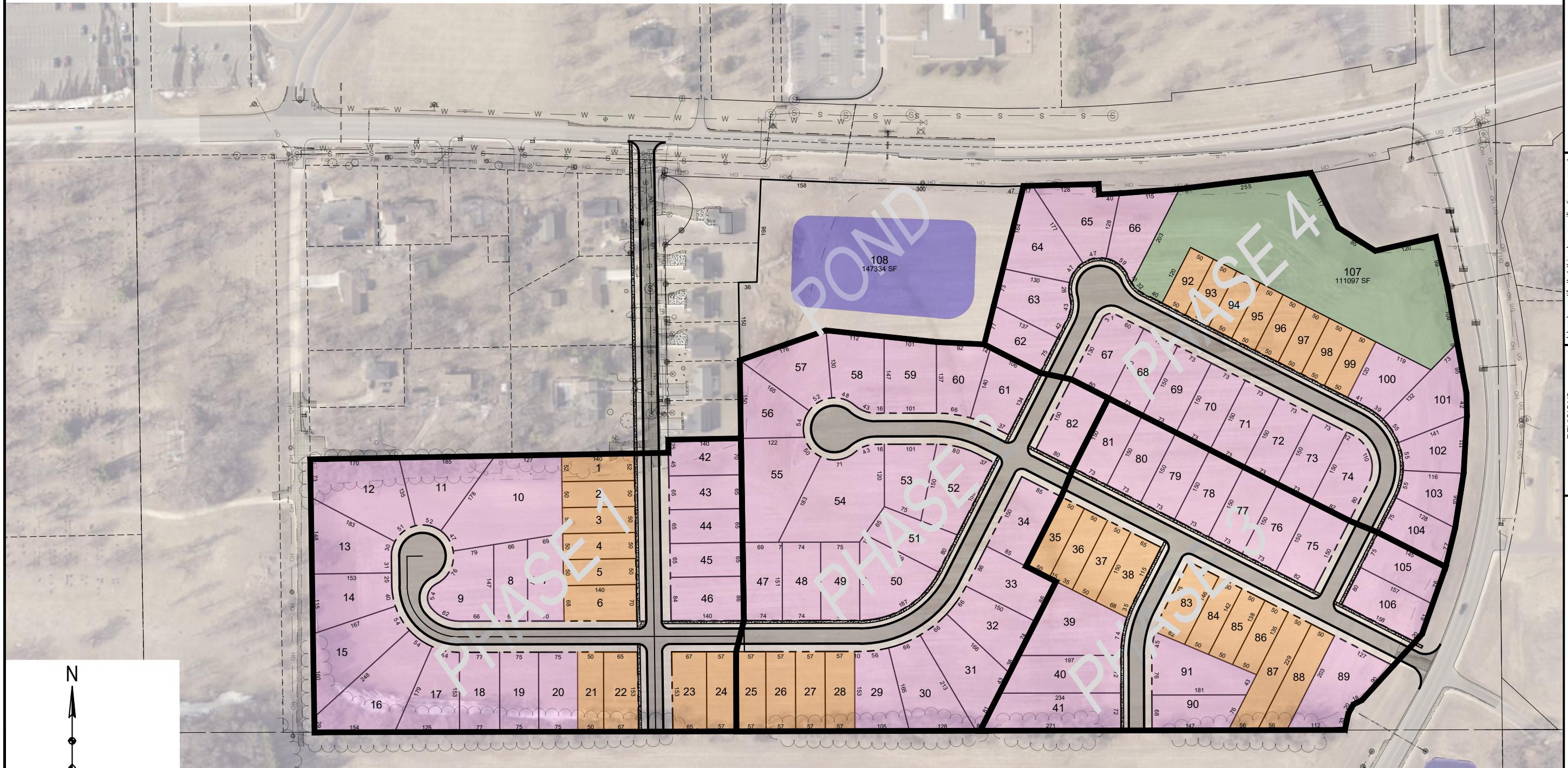
UTILITY EASEMENT DEFINED
 An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.
 U.E. = UTILITY EASEMENT D.E. = DRAINAGE EASEMENT



HARDWOOD ESTATES SECOND SUBDIVISION PUD EXHIBIT



FILE PATH: S:\Jobs\Cannon Falls\9724.01 Multivhili Phase 1 Design\Drawings\9724.01 PUD AND PARKLAND EXHIBITS.dwg PLOT DATE: 7/31/2023 3:58 PM



74 SINGLE FAMILY LOTS

32 TOWNHOME LOTS

PARK AREA

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

SURVEYOR: TIMOTHY A. HRUSKA, P.E., L.S.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

ENGINEER: DAVID MARTIN, P.E.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

PLAT AREA: TOTAL PROPERTY AREA = 41.84 ACRES
TOTAL ROW AREA = 1.97 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

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.

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

Name _____ Date _____ License No. _____

REVISIONS	
NO.	DESCRIPTION

PUD EXHIBIT

HARDWOOD ESTATES SECOND SUBDIVISION
CANNON FALLS, MINNESOTA
2023

SCALE: AS SHOWN

WHKS PROJECT NO. 9724.01

DRAWN BY: JPP

CHECKED BY: DAM

SHEET

1 OF 1

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 5th day of September, 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. 2023-005 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 August 15, 2023, the City Council enacted **Ordinance No. 395** attached hereto as **Exhibit E**, which conditionally rezoned the Property from R-2 Single Family Residential to R-3 Medium Density Residential;

WHEREAS, on August 15, 2023, the City Council adopted **Resolution No. 2964** 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 September 5, 2023, the City Council adopted **Resolution No. 2698** attached hereto as **Exhibit G**, which conditionally approved the Hardwood Estates Second Subdivision Final Plat drafted by WHKS & Co. (the “**Final Plat**”), which consists of 29 single-family lots, Outlot A, Outlot B and easements dedicated to the public for public ways, drainage and and final plans for the Hardwood Estates Second Subdivision PUD (collectively, the “**Hardwood Estates Final Plan**”), and the Hardwood Estates PUD Agreement;

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. 395, 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. 395, 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 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. 2698 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 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

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

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 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 May 1, 2024. In such event of failure of the Developer to meet the above deadline, 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: _____
Matt Montgomery, Mayor

AND: _____
Neil L. Jensen, City Administrator

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

On this ____ day of _____, 2023, before me personally appeared Matt Montgomery and Neil L. 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 L. Jensen acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

**CANNON FALLS ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

Jon Dahl

Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Jon Dahl, the President of the Cannon Falls Economic Development Authority, on behalf of
said authority.

Notary Public

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

HARDWOOD ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Glenn M. Mulvihill, a single person, fee owner, and Merchants Bank National Association, a Minnesota corporation, mortgagee, of the following described property situated in the County of Goodhue, State of Minnesota, to wit:

That part of the Northwest Quarter of Section 17, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows:

Beginning at the southeast corner of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 17; thence northerly, along the east line of said West Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 17, to the intersection with a line 965.00 feet southerly of, measured at a right angle to, and parallel with the south line of Minnesota Street, as now located and established; thence easterly, along said parallel line, a distance of 620 feet, more or less, to the intersection with a line 950 feet easterly of, measured at a right angle to, and parallel with the west line of said Northwest Quarter of Section 17; thence northerly along said parallel line, a distance of 611 feet, more or less, to the centerline of State Trunk Highway No. 19, as now located and established; thence easterly along said centerline to the east line of said Northwest Quarter of Section 17; thence southerly along said east line to the southeast corner of said Northwest Quarter of Section 17; thence westerly, along the south line of said Northwest Quarter of Section 17 to the point of beginning.

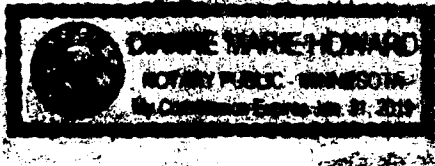
Has caused the same to be surveyed and platted as **HARDWOOD ESTATES** and does hereby dedicate to the public for public use the public ways and drainage and utility easements as shown on the plat.

In witness whereof said Glenn M. Mulvihill, a single person, has hereunto set his hand this 17th day of November, 2014.

By Glenn M. Mulvihill
Glenn M. Mulvihill

STATE OF MINNESOTA
COUNTY OF Goodhue
This instrument was acknowledged before me on November 17, 2014, by Glenn M. Mulvihill.

Dianna Marie Howard
(Signature)
Notary Public, Goodhue County, Minnesota
My Commission Expires 1/31/16

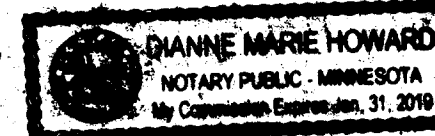
DIANNE MARIE HOWARD
(Name Printed)


In witness whereof said Merchants Bank National Association, a Minnesota corporation, has caused these presents to be signed by its proper officer this 17th day of November, 2014.

MERCHANTS BANK NATIONAL ASSOCIATION
By Brian E. Hokanson
Brian E. Hokanson, Senior Vice President

STATE OF MINNESOTA
COUNTY OF Goodhue
This instrument was acknowledged before me on November 17, 2014, by Brian E. Hokanson, Senior Vice President of Merchants Bank National Association, a Minnesota corporation, on behalf of the corporation.

Dianna Marie Howard
(Signature)
Notary Public, Goodhue County, Minnesota
My Commission Expires 1/31/16

DIANNE MARIE HOWARD
(Name Printed)


I hereby certify: that I have surveyed or directly supervised the survey of the property described on this plat; that I prepared or directly supervised the preparation of this plat as **HARDWOOD ESTATES**; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all outside boundary monuments of the plat have been correctly set and that all other required monuments will be correctly set within one year of the recording of this plat; that as of the date of this certificate, all water boundaries and wetlands, as defined in Minnesota Statutes 505.01, Subd. 3, are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this 21st day of OCTOBER, 2014.

Craig W. Morse
Craig W. Morse, Land Surveyor
Minnesota License No. 23021

STATE OF MINNESOTA
COUNTY OF HENNEPIN
This instrument was acknowledged before me on this 21st day of October, 2014, by Craig W. Morse.

Shannon Sinnen
(Signature) Shannon Sinnen
(Name Printed)

Notary Public, Carver County, Minnesota
My Commission Expires January 31, 2016

CITY PLANNING COMMISSION
Approved by the Planning Commission of the City of Cannon Falls, Minnesota, this 12th day of May, 2014.

Daniel R. Pelt
Chair
Rachel D. Olson
Secretary

CANNON FALLS, MINNESOTA
This plat of **HARDWOOD ESTATES** was approved and accepted by the City Council of Cannon Falls, Minnesota, at a regular meeting thereof held this 12th day of May, 2014, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

By Sam M. K.
Mayor
By Rachel D. Olson
Manager

GOODHUE COUNTY AUDITOR/TREASURER
Taxes payable in the year 2014 on the land herein described have been paid, there are no delinquent taxes and transfer has been entered this 8th day of December, 2014.

Carolyn H. Hentel
Goodhue County Auditor/Treasurer

GOODHUE COUNTY SURVEYOR
Pursuant to Chapter 389.09, laws of Minnesota, and Goodhue County Ordinance No. 2-78, this plat has been approved this 2nd day of December, 2014.

William H. Hentel
Goodhue County Surveyor

GOODHUE COUNTY RECORDER
I hereby certify that the within instrument was filed in this office for record this 8th day of December, 2014 at 1:29 o'clock P.M. and was duly recorded as document number 618635.

William H. Hentel
Goodhue County Recorder

HARDWOOD ESTATES

N 1/4 Corner of Sec. 17,
Twp. 112, Rge. 17
Goodhue County, MN
F.d. Goodhue County
Cast Iron Monument

MNDT Record Centerline Curve Data:
P.I. = 60+25
Δ = 19°37'46"
D = 1530'
T.E. = 810.95'
DELTA c = 15°07'46"
Lc = 1008.63'
Ls = 300.0'
CH = 959.78'
CB = N82°45'12"E
Δ = 14°26'05"
R = 3819.72'
962.32'

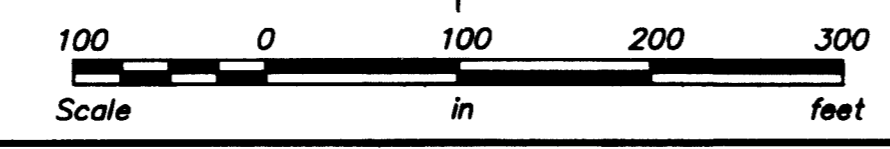
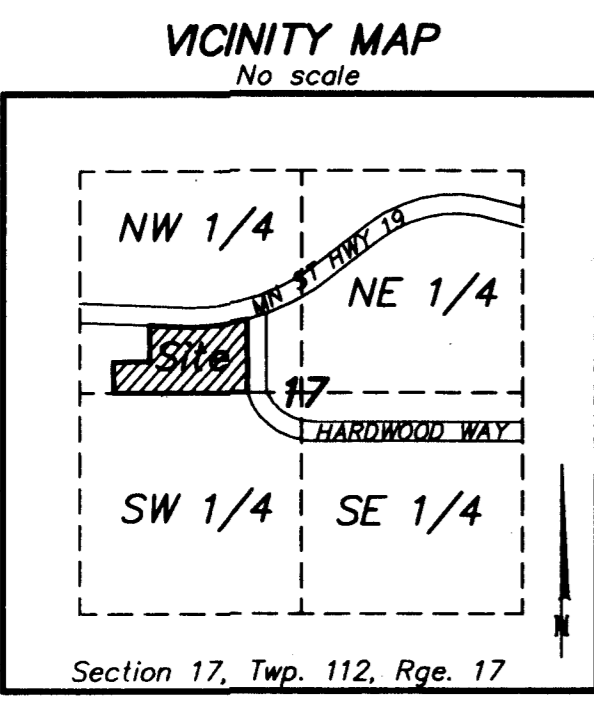
State Trunk Highway 19, per Book 89 of Misc. Records, Page 179
centerline of Minnesota State Highway No. 19 as now located

SCHWARTAU'S BLOCK
a line 950.00 feet easterly of,
measured at right angle to &
parallel with the west line of the
1/4 of Sec. 17, Twp. 112, Rge. 17

W 1/4 OF THE SW 1/4 OF
THE NW 1/4 OF SEC. 17

southwest corner of the
Northwest Quarter of
Section 17, Twp. 112, Rge. 17
Goodhue County, Minnesota
F.d. Goodhue County
Cast Iron Monument

southeast corner of the W 1/2 of the
W 1/2 of the SW 1/4 of the NW 1/4
of Sec. 17, Twp. 112, Rge. 17
Found Iron Pipe, LS No. 16998

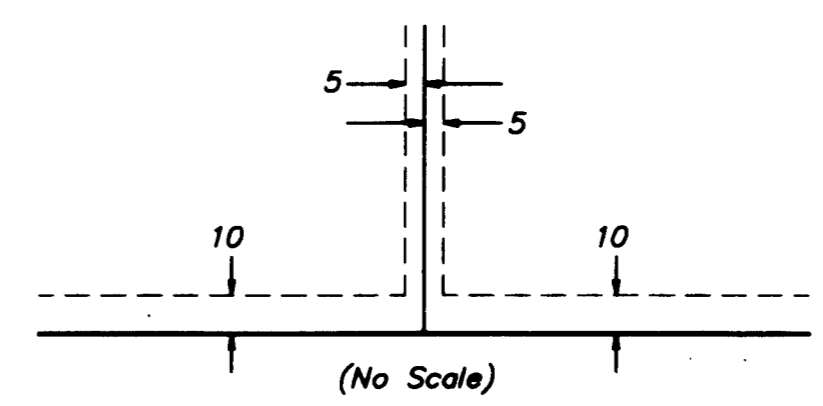


The south line of the NW 1/4 of Section 17, Township 112, Range 17 is assumed to bear N 89°52'26" E

No monument symbol shown at any statute required location indicates a 1/2 inch by 14 inch capped iron rebar marked by License No. 23021, that will be set within 1 year of the recording of this plat.

- Denotes 1/2 inch by 14 inch iron rebar found and marked as shown
- ⊙ Denotes found Goodhue County Cast Iron Monument
- Denotes 1/2 inch by 14 inch monument set and marked by License No. 23021

Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.

E 1/4 Corner of Sec. 17,
Twp. 112, Rge. 17
Goodhue County, MN
F.d. Goodhue County
Cast Iron Monument

southeast corner of the NW 1/4 of
Sec. 17, Twp. 112, Rge. 17
Found Iron Pipe, LS No. 16998

S 1/4 Corner of Sec. 17,
Twp. 112, Rge. 17
Goodhue County, MN
F.d. Goodhue County
Cast Iron Monument

EXHIBIT C
PRELIMINARY PLAT

HARDWOOD ESTATES SECOND SUBDIVISION

PRELIMINARY PLAT

LEGAL DESCRIPTION:

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.

OWNER/

DEVELOPER: CANNON FALLS EDA
CONTACT: JON DAHL
918 RIVER ROAD
CANNON FALLS, MN 55009

SURVEYOR:

TIMOTHY A. HRUSKA, P.E., L.S.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

ENGINEER:

DAVID MARTIN, P.E.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

PLAT AREA:

TOTAL PROPERTY AREA = 41.84 ACRES
TOTAL ROW AREA = 1.97 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

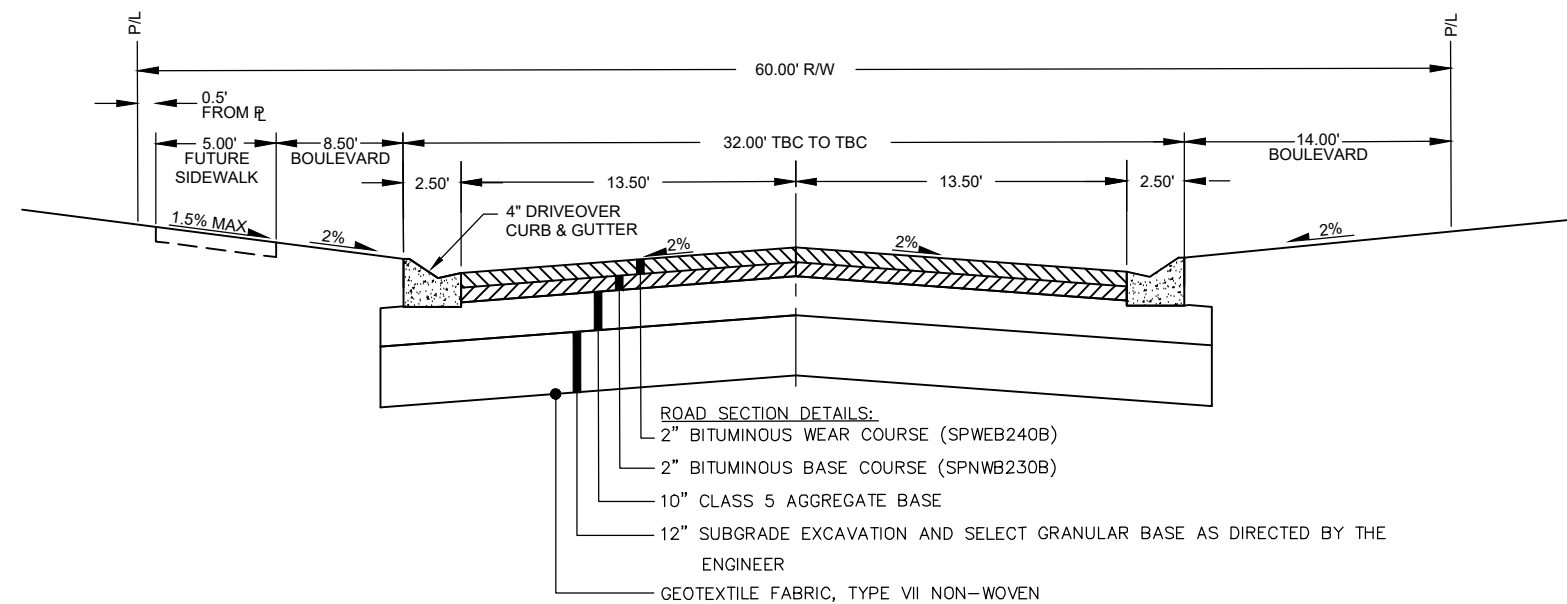
SETBACKS:

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



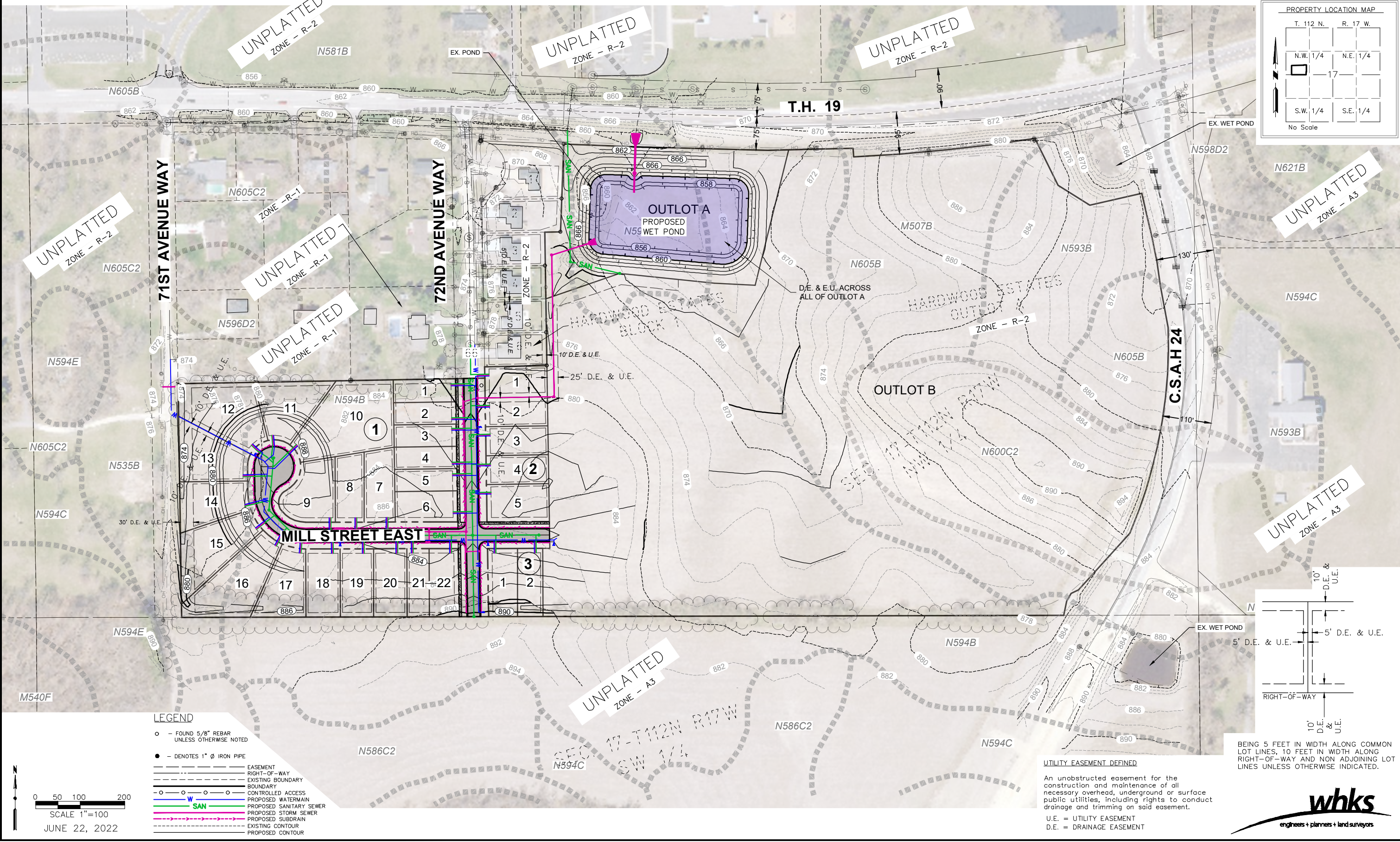
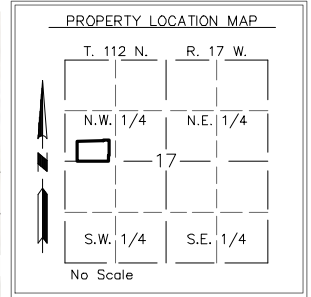
TYPICAL ROAD SECTION

NOT TO SCALE



HARDWOOD ESTATES SECOND SUBDIVISION

RESOURCE INVENTORY



- LEGEND**
- - FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - - DENOTES 1" Ø IRON PIPE
 - EASEMENT
 - RIGHT-OF-WAY
 - EXISTING BOUNDARY
 - BOUNDARY
 - CONTROLLED ACCESS
 - W --- PROPOSED WATERMAIN
 - SAN --- PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - PROPOSED SUBDRAIN
 - EXISTING CONTOUR
 - PROPOSED CONTOUR

SCALE 1"=100
JUNE 22, 2022

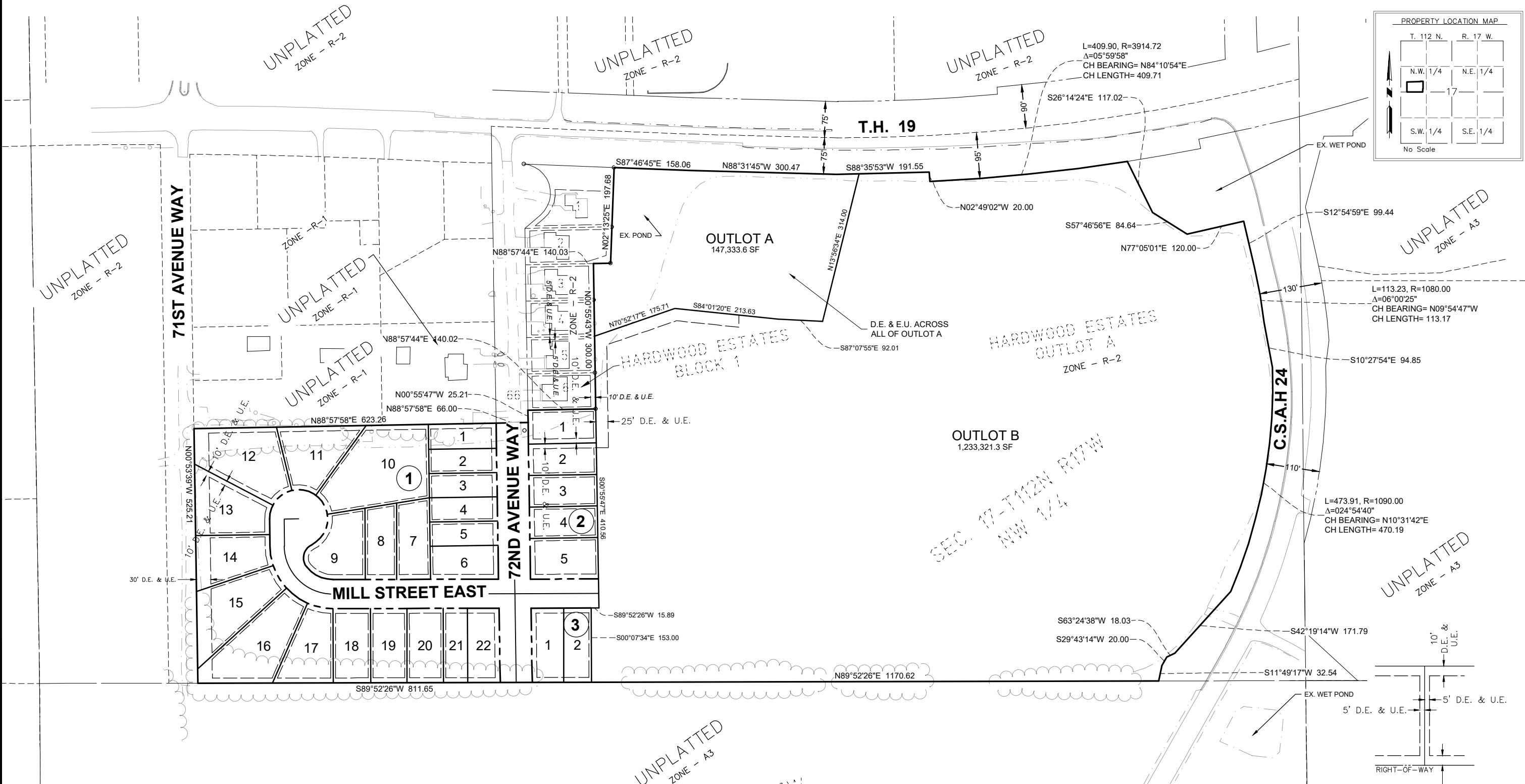
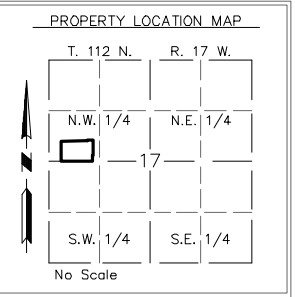
UTILITY EASEMENT DEFINED
An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT

BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.

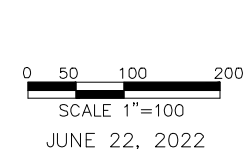


HARDWOOD ESTATES SECOND SUBDIVISION

PRELIMINARY PLAT



- LEGEND**
- - FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - - DENOTES 1" Ø IRON PIPE
 - EASEMENT
 - - - RIGHT-OF-WAY
 - EXISTING BOUNDARY
 - BOUNDARY
 - CONTROLLED ACCESS
 - W --- PROPOSED WATERMAIN
 - SAN --- PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - PROPOSED SUBDRAIN
 - EXISTING CONTOUR
 - PROPOSED CONTOUR



UTILITY EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.

U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT

BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.

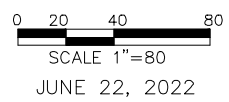
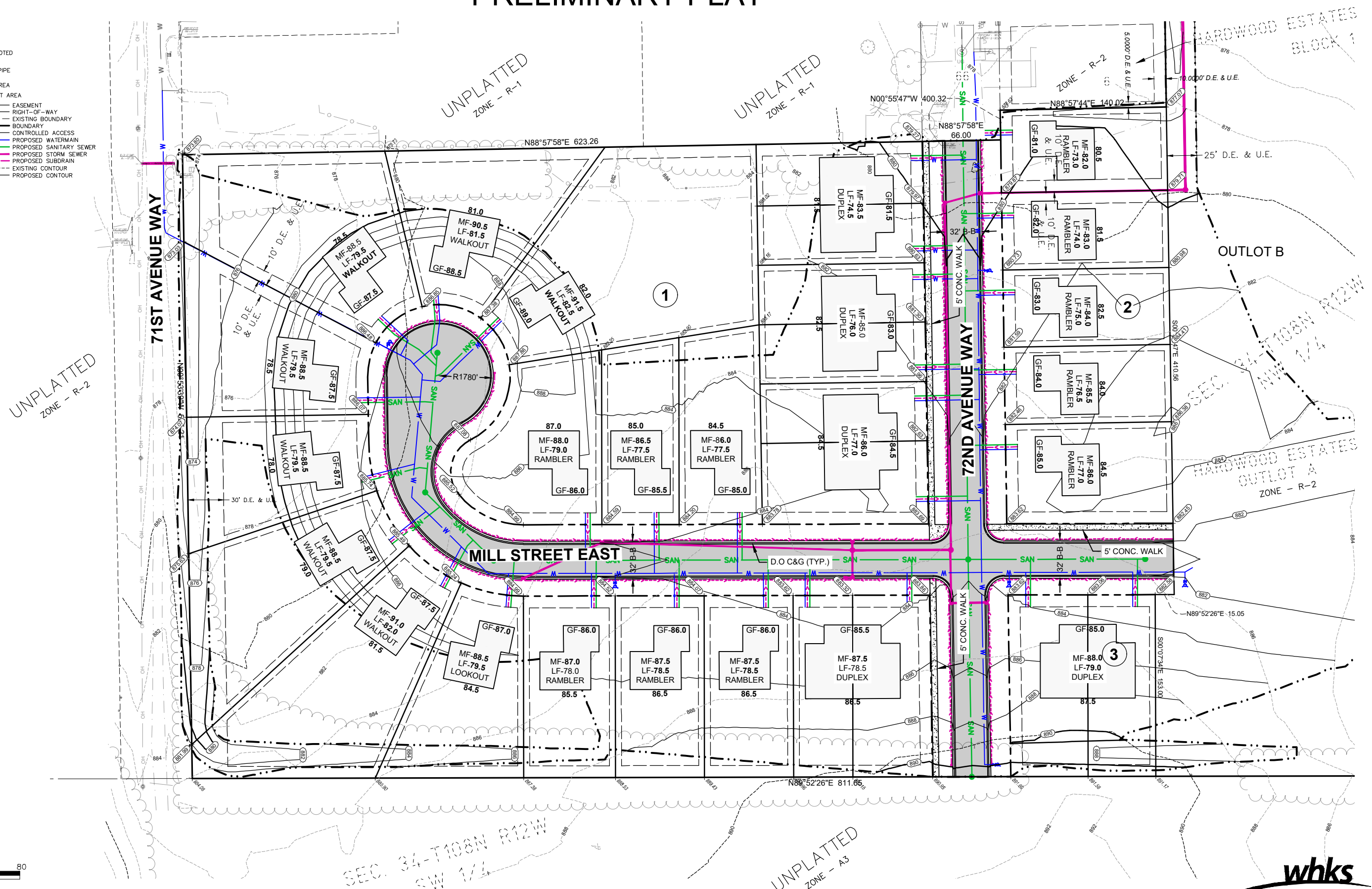
UNPLATTED ZONE - A3
SEC. 17-T112N R17W SW 1/4



HARDWOOD ESTATES SECOND SUBDIVISION PRELIMINARY PLAT

LEGEND

- - FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- - DENOTES 1" Ø IRON PIPE
- 22000 SF (G) GROSS LOT AREA
- 10000 SF (B) BUILDABLE LOT AREA
- EASEMENT
- - - RIGHT-OF-WAY
- - - EXISTING BOUNDARY
- - - BOUNDARY
- - - CONTROLLED ACCESS
- W - PROPOSED WATERMAIN
- SAN - PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED SUBDRAIN
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR



SEC. 34-T108N R12W
SW 1/4



HARDWOOD ESTATES SECOND SUBDIVISION

PRELIMINARY PLAT

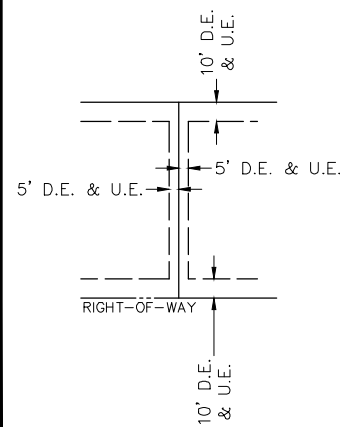
LEGEND

- - FOUND 5/8" REBAR
UNLESS OTHERWISE NOTED
- - DENOTES 1" Ø IRON PIPE
- 22000 SF (G) GROSS LOT AREA
- 10000 SF (B) BUILDABLE LOT AREA
- EASEMENT
- RIGHT-OF-WAY
- EXISTING BOUNDARY
- BOUNDARY
- CONTROLLED ACCESS
- PROPOSED WATERMAIN
- SAN PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED SUBDRAIN
- EXISTING CONTOUR
- PROPOSED CONTOUR

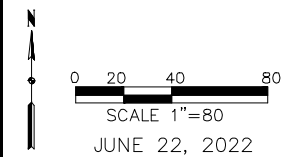
UTILITY EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.

U.E. = UTILITY EASEMENT D.E. = DRAINAGE EASEMENT



BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.



UNPLATTED
ZONE - R-2

UNPLATTED
ZONE - R-1

UNPLATTED
ZONE - R-1

HARDWOOD ESTATES
BLOCK 1

SEC. 34-T108N R12W
NW 1/4

HARDWOOD ESTATES
OUTLOT A
ZONE - R-2

UNPLATTED
ZONE - A3

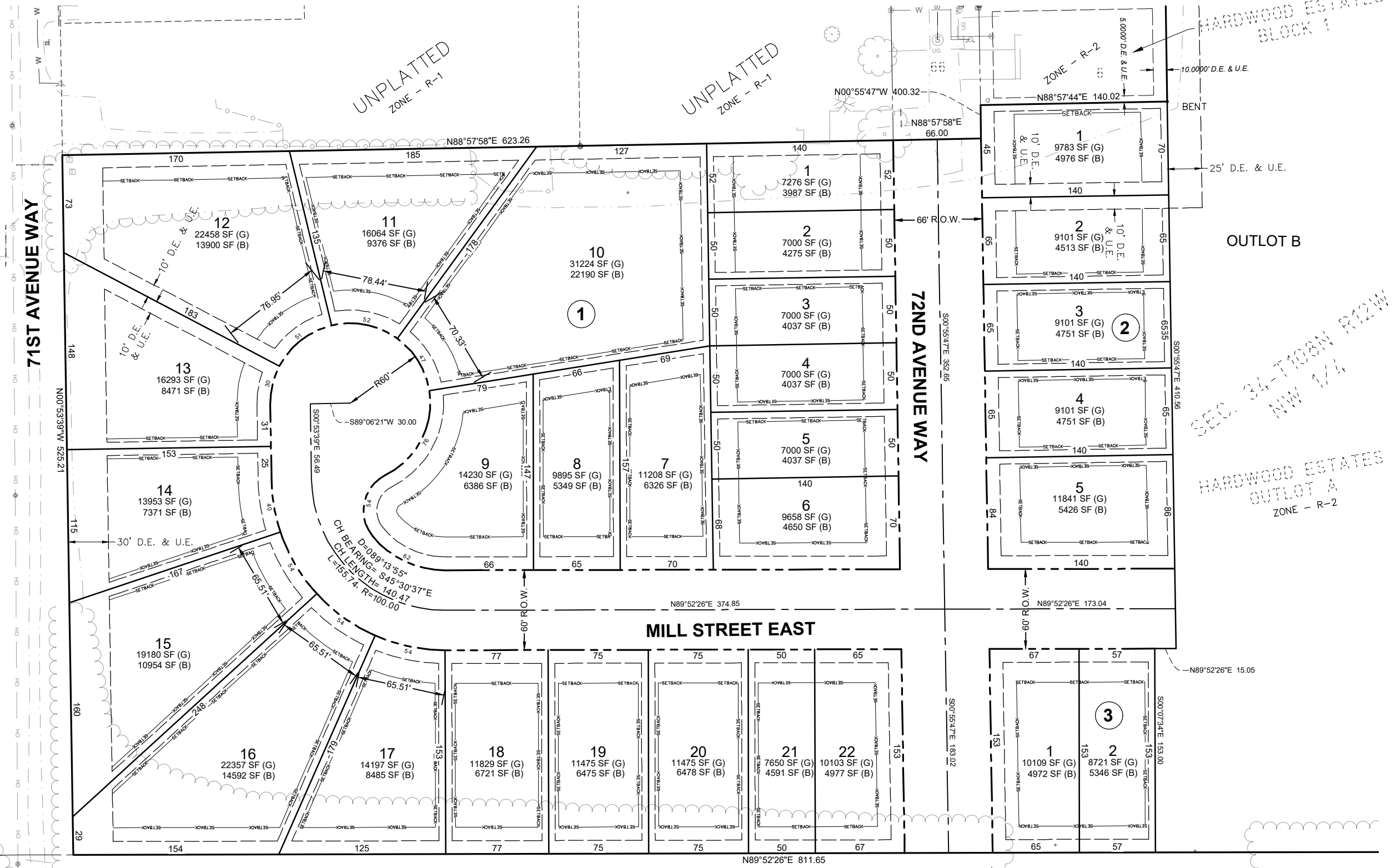
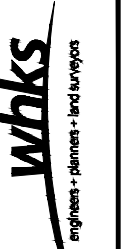


EXHIBIT D

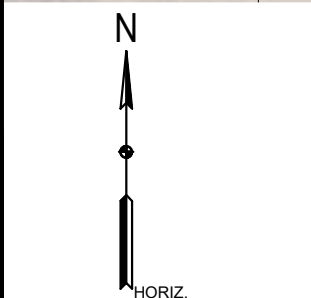
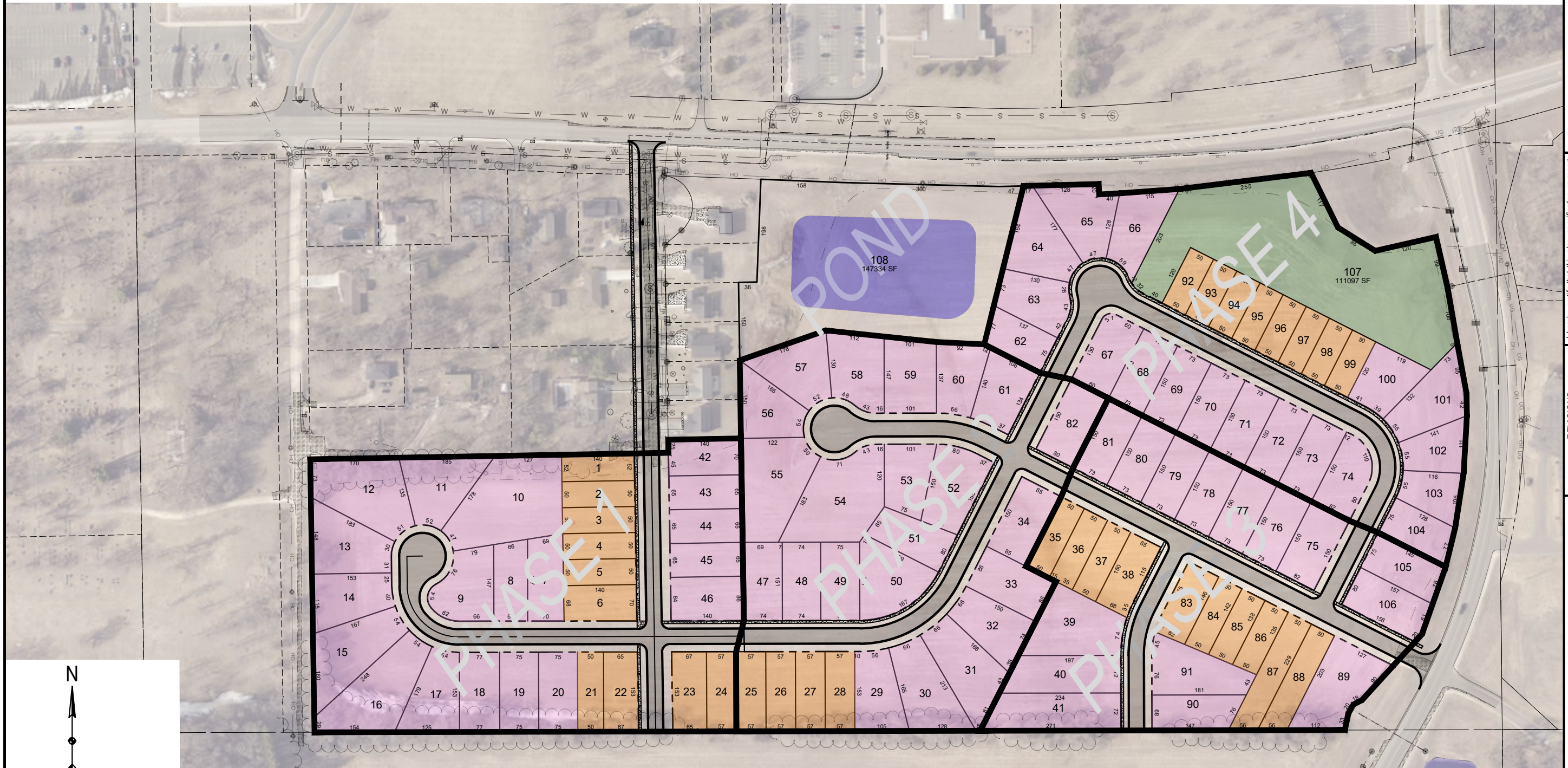
PUD PLAN

HARDWOOD ESTATES SECOND SUBDIVISION

PUD EXHIBIT



FILE PATH: S:\Jobs\Cannon Falls\9724.01 Multivhll Phase 1 Design\Drawings\9724.01 PUD AND PARKLAND EXHIBITS.dwg PLOT DATE: 7/31/2023 3:58 PM



- 74 SINGLE FAMILY LOTS
- 32 TOWNHOME LOTS
- PARK AREA

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

SURVEYOR: TIMOTHY A. HRUSKA, P.E., L.S.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

ENGINEER: DAVID MARTIN, P.E.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

PLAT AREA: TOTAL PROPERTY AREA = 41.84 ACRES
TOTAL ROW AREA = 1.97 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

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.

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

Name _____ Date _____ License No. _____

REVISIONS	
NO.	DESCRIPTION

PUD EXHIBIT

HARDWOOD ESTATES SECOND SUBDIVISION
CANNON FALLS, MINNESOTA
2023

SCALE: AS SHOWN
WHKS PROJECT NO. 9724.01
DRAWN BY: JPP
CHECKED BY: DAM
SHEET 1 OF 1

EXHIBIT E
ORDINANCE NO. 395

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

**ORDINANCE NUMBER 395
SECOND SERIES**

**AN ORDINANCE OF THE CITY OF CANNON FALLS, MINNESOTA TO
AMEND THE CANNON FALLS ZONING ORDINANCE
BY AMENDING A ZONING DISTRICT**

THE CITY OF CANNON FALLS ORDAINS:

SECTION 1. **AMENDMENT**. The zoning classification of the property described in Section 2, as shown on the zoning map referred to in Cannon Falls City Code § 152.447, is hereby amended from R-2 Single Family Residential to R-3 Medium Density Residential and Planned Unit Development District.

SECTION 2. **PROPERTY DESCRIPTION**.

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.

SECTION 3. **EFFECT**. This Ordinance shall be in full force and effect from and after its passage and publication as required by law and the recording of the final plat for Hardwood Estates Second Subdivision.

PASSED AND ADOPTED by the City Council of the City of Cannon Falls, Minnesota, this _____ day of _____, 2023.

Matt Montgomery, Mayor

ATTEST:

Neil L. Jensen, City Administrator

EXHIBIT F
RESOLUTION NO. 2694

**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.

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

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

(D) The proposed use can be accommodated with existing public services and will not overburden the city's service capacity.

(E) Traffic generation by the proposed use is within capabilities of streets serving the property.

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 15th day of August 2023.

Matt Montgomery, Mayor

ATTEST: _

Neil L. Jensen, City Administrator

EXHIBIT G
RESOLUTION NO. 2698

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

RESOLUTION 2698

**FINAL PLAT AND FINAL 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, the Developer is seeking approval of the Hardwood Estates Second Subdivision Final Plat and PUD final plans (the “**PUD Final Plan**”);

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

WHEREAS, the City Council considered the matter at its September 5, 2023 meeting.

NOW, THEREFORE, the City Council of the City of Cannon Falls makes the following:

FINDINGS

1. 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, and Developer’s PUD plans.

2. On August 15, 2022, the City Council conditionally adopted Ordinance No. 395 rezoning the Property from R-2 Single Family Residential to R-3 Medium Density Residential and Planned Unit Development District.

3. On August 15, 2022, the City Council passed Resolution No. 2694 conditionally approving the Developer’s Hardwood Estates Second Subdivision preliminary plat and PUD plans

4. The Developer has submitted, for the City’s review and approval, the Hardwood Estates Second Subdivision Final Plat and PUD Final Plan attached hereto as **Exhibit C**.

5. 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.

6. The proposed subdivision of Property is governed by City Code Chapter 151.
7. The Developer, pursuant to City Code Chapter 151, submitted the Final Plat for the City's review and approval.
8. City Code § 151.090 (E) requires the Developer to enter into a Development Agreement, which must be recorded against the Property.
9. The Final Plat 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.
10. The proposed PUD is governed by City Code Chapter 152.
11. The Developer, pursuant to City Code Chapter 152, submitted the PUD Final Plan for the City's review and approval.
12. The PUD Final 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 City Council hereby conditionally approves the Hardwood Estates Second Subdivision Final Plat and the Mayor and City Administrator are hereby authorized to execute the same, subject to the conditions set forth below in paragraph 3 that must be met, to the satisfaction of the City, prior to release of the Final Plat.
2. The City Council hereby conditionally approves the Hardwood Estates Second Subdivision PUD Final Plan, subject to the conditions set forth below in paragraph 3 that must be met, to the satisfaction of the City, prior to release of the Final Plat.
3. The following conditions must be met to the satisfaction of the City prior to or simultaneously with final plat approval:
 - (a) 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.
 - (b) The Developer shall record the Final Plat within ninety (90) days of the date of this Resolution. If the Developer fails to comply with this condition, the City Council's approval of the Final Plat shall be considered void, unless the Developer requests and receives an extension from the City Council.

(c) The Developer shall provide a platting title commitment as required by Minn. Stat. § 505.03. The above-mentioned 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 this Resolution 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 building permits or other permits applicable to the development of the Property.

(d) The Hardwood Estates Second Subdivision Final Plat and PUD Final Plan shall be consistent with each other.

(e) The City and Developer shall enter into the Hardwood Estates Development Agreement, subject to final review by the City Attorney and/or City Engineer, within thirty (30) days of the date of this Resolution. The Development Agreement shall be recorded against and run with the Property. The City may record the Development Agreement immediately upon receipt of all signatures.

(f) The City and Developer shall enter into the Hardwood Estates Second Subdivision PUD Agreement, subject to final review by the City Attorney, within thirty (30) days of the date of this Resolution. The Hardwood Estates Second Subdivision PUD Agreement shall be recorded against and run with the Property. The Developer shall provide the City with recording information prior to the issuance of any permit for the development of the Property.

(g) The Developer shall comply with the recommendations of the City Engineer.

(h) The conditional approvals granted by this Resolution apply only to the Property.

(i) 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.

(j) All construction on and maintenance of the Property shall comply, at all times, with this Resolution, the Development Agreement, the PUD Final Plan, the Final Plat, and City Code.

(k) The Developer's satisfaction of all park dedication requirements for the Project prior to the City's release of the Final Plat.

(1) 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 5th day of September 2023.

Matt Montgomery, Mayor

ATTEST: _____
Neil L. Jensen, City Administrator

EXHIBIT C

Final Plat and Final PUD Plan

HARDWOOD ESTATES SECOND SUBDIVISION

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Cannon Falls, a Minnesota Municipal Corporation, being owner of the following described property situated in the County of Goodhue, State of Minnesota, to wit:

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.

Has caused the same to be surveyed and platted as HARDWOOD ESTATES SECOND SUBDIVISION and do hereby dedicate to the public for public use the thoroughfares and also dedicate the easements as shown on this plat for drainage and utility purposes.

In witness whereof said CITY OF CANNON FALLS, a Minnesota Municipal Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

By _____ its _____

STATE OF MINNESOTA
COUNTY OF GOODHUE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____, CITY OF CANNON FALLS, a Minnesota Municipal Corporation.

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF CANNON FALLS, MINNESOTA

Approved by the Planning Commission of the City of Cannon Falls, Minnesota this _____ day of _____, 20____.

Chair _____ Secretary _____

CITY COUNCIL, CITY OF CANNON FALLS, MINNESOTA

This Plat of HARDWOOD ESTATES SECOND SUBDIVISION was approved and accepted by the City Council of the City of Cannon Falls, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03.

By: _____ Mayor
By: _____ City Administrator

COUNTY SURVEYOR

Pursuant to Chapter 389.09, laws of Minnesota, this plat has been checked and approved, this _____ day of _____, 20____.

Lisa M. Hanni, Goodhue County Surveyor

COUNTY ENGINEER

Recommended for approval this _____ day of _____, 20____.

Goodhue County Engineer

GOODHUE COUNTY AUDITOR/TREASURER

Taxes payable in the year 20____, on the land herein described, have been paid; there are no delinquent taxes and transfer has been entered on this _____ day of _____, 20____.

Goodhue County Auditor/Treasurer

GOODHUE COUNTY RECORDER

Document Number _____

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ m. and was duly recorded in Book _____ of Plats on page _____.

Goodhue County Recorder

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as HARDWOOD ESTATES SECOND SUBDIVISION; that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3, existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____.

Timothy A. Hruska, Land Surveyor
Minnesota License No. 44930

STATE OF MINNESOTA
COUNTY OF OLMSTED

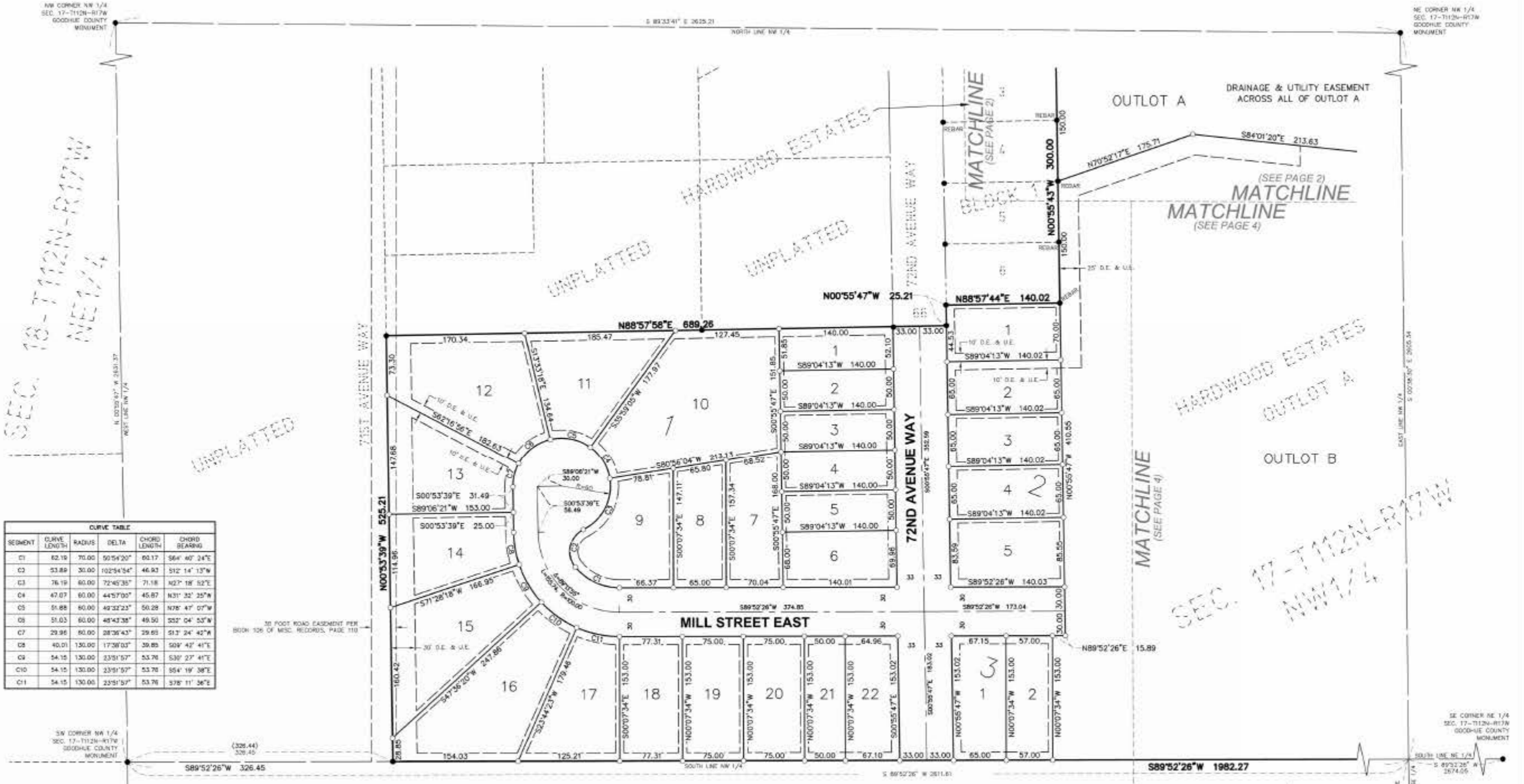
The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____ by Timothy A. Hruska, Minnesota License No. 44930.

Notary Public, _____ County, Minnesota

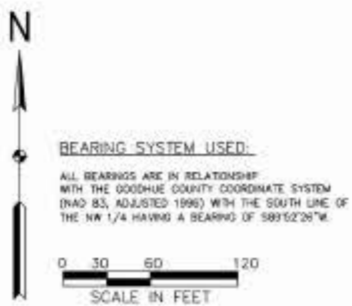
My Commission Expires _____



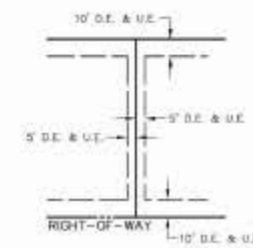
HARDWOOD ESTATES SECOND SUBDIVISION



SEGMENT	CURVE LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	62.19	70.00	50°54'20"	62.17	S64°40'34"E
C2	53.89	30.00	102°54'54"	46.93	S12°14'13"W
C3	76.19	60.00	72°45'35"	71.18	N27°18'52"E
C4	47.07	60.00	44°57'00"	45.87	N31°32'25"W
C5	51.88	60.00	49°32'23"	50.28	N78°47'07"W
C6	51.03	60.00	48°43'38"	49.50	S32°04'53"W
C7	29.96	60.00	28°36'43"	29.65	S13°24'42"W
C8	40.01	130.00	17°38'03"	39.85	S09°42'41"E
C9	54.15	130.00	23°51'57"	53.76	S39°27'41"E
C10	54.15	130.00	23°51'57"	53.76	S54°19'38"E
C11	54.15	130.00	23°51'57"	53.76	S78°11'36"E



- LEGEND**
- - FOUND 1/2" PIPE UNLESS OTHERWISE NOTED
 - - DENOTES 1/2" IRON PIPE WITH CAP #44930 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
 - (X) RECORD DIMENSION
 - CENTERLINE
 - - - RIGHT-OF-WAY
 - · - · - · - EXISTING BOUNDARY
 - o - o - o - o - CONTROLLED ACCESS



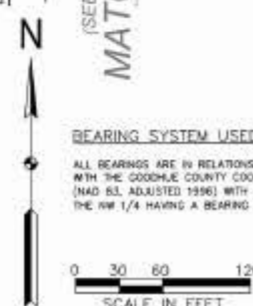
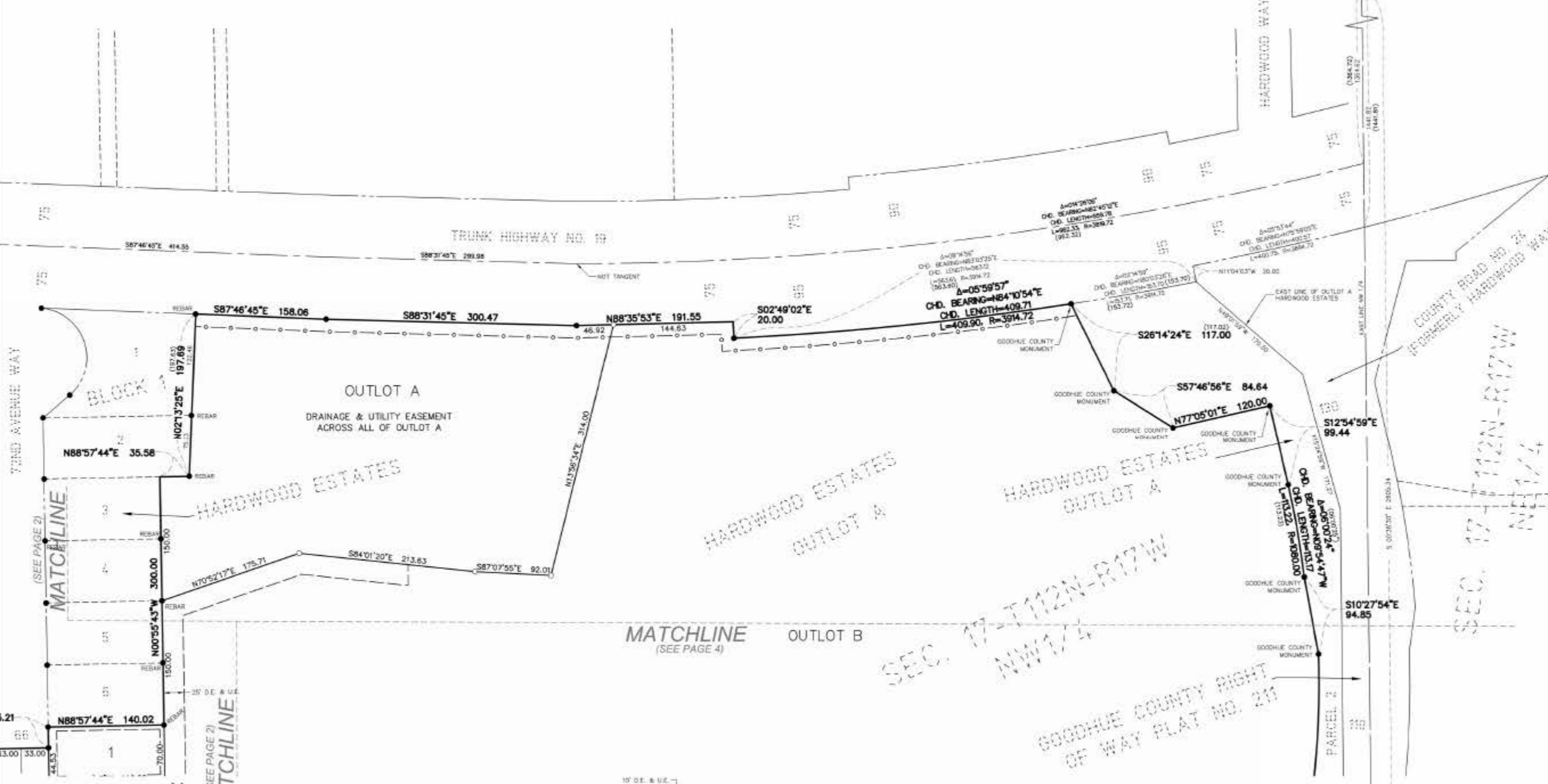
UTILITY EASEMENT DEFINED
 An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.
 U.E. - UTILITY EASEMENT D.E. - DRAINAGE EASEMENT

BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.



HARDWOOD ESTATES SECOND SUBDIVISION

NE CORNER NW 1/4
SEC. 17-112N-R17W
GOODHUE COUNTY
MONUMENT



- LEGEND**
- - FOUND 1/2" PIPE UNLESS OTHERWISE NOTED
 - - DENOTES 1/2" IRON PIPE WITH CAP #44332 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
 - (X) RECORD DIMENSION
 - CENTERLINE
 - - - RIGHT-OF-WAY
 - EXISTING BOUNDARY
 - o-o-o- CONTROLLED ACCESS



HARDWOOD ESTATES OUTLOT A

HARDWOOD ESTATES OUTLOT B

SEC. 17-112N-R17W NW 1/4

GOODHUE COUNTY RIGHT OF WAY PLAT NO. 211



HARDWOOD ESTATES SECOND SUBDIVISION

(SEE PAGE 3)
MATCHLINE

SEC. 17-T112N-R17W
NW 1/4
HARDWOOD ESTATES
OUTLOT A

OUTLOT B

HARDWOOD ESTATES
OUTLOT A

GOODHUE COUNTY RIGHT
OF WAY PLAT NO. 211

SEC. 17-T112N-R17W
NE 1/4

(SEE PAGE 2)
MATCHLINE

N89°52'26"E 15.89

S89°52'26"W 1982.27

1170.62

SOUTH LINE NW 1/4

GOODHUE COUNTY MONUMENT

S63°24'38"W 18.03
S29°43'14"W 20.00
S11°49'17"W 32.54

EAST LINE OF OUTLOT A
HARDWOOD ESTATES

L=473.91 R=2080.00
CHORD BEARING=N03°14'2"E
CHORD LENGTH=470.18

178

S10°27'54"E
94.85

COUNTY ROAD NO. 24
FORMERLY HARDWOOD WAY

EAST LINE NW 1/4

PARCEL 2

302.89

SOUTH LINE NE 1/4
S 89°52'26" W 2074.05

SE CORNER NE 1/4
SEC. 17-T112N-R17W
GOODHUE COUNTY
MONUMENT

SEC. 17-T112N-R17W
SW 1/4
UNPLATTED

SW CORNER SE 1/4
SEC. 17-T112N-R17W
GOODHUE COUNTY
MONUMENT

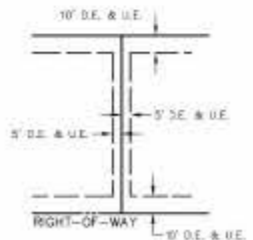


BEARING SYSTEM USED:
ALL BEARINGS ARE IN RELATIONSHIP
WITH THE GOODHUE COUNTY COORDINATE SYSTEM
(NAD 83, ADJUSTED 1995) WITH THE SOUTH LINE OF
THE NW 1/4 HAVING A BEARING OF S89°52'26"W



LEGEND

- - FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- - DENOTES 1/2" IRON PIPE WITH CAP #44930 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT
- (X) RECORD DIMENSION
- CENTERLINE
- - - - RIGHT-OF-WAY
- - - - EXISTING BOUNDARY
- CONTROLLED ACCESS



BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT-OF-WAY AND NON-ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.

UTILITY EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.
U.E. = UTILITY EASEMENT D.E. = DRAINAGE EASEMENT

