

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

**PLANNED UNIT DEVELOPMENT AGREEMENT
TIMBER RIDGE
CANNON FALLS, MINNESOTA**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT TIMBER RIDGE CANNON FALLS, MINNESOTA (the “**Agreement**”) is entered into this 19th day of September, 2023 (the “**Effective Date**”) by and between Endres Canon Falls LLC, a Minnesota limited liability company (“**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, on August 14, 2022, the Planning Commission held a public hearing and adopted Resolution No. 2023-06 recommending conditional approval of Developer’s request to rezone the Property from R-3 Medium Density Residential to a Planned Unit Development District, Developer’s preliminary plat for a residential development attached hereto with related plans as **Exhibit B** (the “**Preliminary Plat**”), and Developer’s Planned Unit Development (“**PUD**”) general concept and development stage plans attached hereto as **Exhibit C** (collectively, the “**PUD Plan**”); and

WHEREAS, on August 15th, 2023, the City Council enacted Ordinance No. 396 attached hereto as **Exhibit D**, which conditionally rezoned the Property from R-3 Medium Density Residential to a Planned Unit Development District;

WHEREAS, on August 15th, 2023, the City Council adopted Resolution No. 2695 attached hereto as **Exhibit E**, which conditionally approved the PUD Plan and final plans for the Timber Ridge PUD (collectively, the “**Timber Ridge Final Plan**”);

WHEREAS, on September 19th, 2023, the City Council adopted Resolution No. 2702 attached hereto as **Exhibit F**, which conditionally approved (i) the Timber Ridge Final Plat and Plans drafted by James R Hill (the “**Final Plat**”), which consists of seven villa lots, eight single family cul-de-sac lots, park out lots, future addition out lots and easements dedicated to the public for public ways, drainage and utilities and (ii) the Timber Ridge Development Agreement (the “**Development 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, Timber Ridge Final Plan, Final Plat, Ordinance No. 396 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 Planned Unit Development District. The City Resolutions and all exhibits thereto, Ordinance No. 396, 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 Timber Ridge 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. 2695 conditionally approving the PUD Plan and Timber Ridge 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 (provided that, in the event the correction of such violation cannot be reasonably completed within said 30-day period, Developer shall have such longer period as may be necessary, provided that Developer commences to correct such violation with said 30-day period and thereafter diligently pursues such correction to completion), 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

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

If to Developer: Endres Canon Falls LLC
 c/o Leon Endres
 1505 River Shore Drive
 Hastings, MN 55033

With copy to: Winthrop & Weinstine, P.A.
 Attn: Tami Diehm and Wade Adamson
 225 South Sixth Street
 Suite 3500
 Minneapolis, MN 55402

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 reasonably 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 Timber Ridge 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 May 1st 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

AND: _____
City Administrator

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

On this 19th day of September, 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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TIMBER RIDGE

That part of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of Section 19; thence on an assumed bearing of North 00 degrees 00 minutes 17 seconds West, along the West line of said Northeast Quarter of Section 19, a distance of 1356.40 feet to the point of beginning of the land to be described; thence South 89 degrees 30 minutes 55 seconds East, a distance of 284.39 feet; thence South 00 degrees 00 minutes 17 seconds East, a distance of 612.69 feet to the North line of the South 45.00 acres of said Northeast Quarter of Section 19; thence South 89 degrees 30 minutes 55 seconds East, along said North line of the South 45.00 acres of the Northeast Quarter of Section 19, a distance of 2351.57 feet to the East line of the Northeast Quarter of said Section 19; thence Northerly, along said East line, a distance of 875 feet, more or less, to a point distant 357.40 feet Southerly of the intersection of the Southwesterly right of way line of County Road Number 25 with the East line of the Northeast Quarter of said Section 19; thence Westerly deflecting to the left 90 degrees 00 minutes 00 seconds a distance of 684.00 feet; thence Southerly deflecting to the left 90 degrees 00 minutes 00 seconds parallel with the East line of the Northeast Quarter of said Section 19, a distance of 364.60 feet, more or less, to a point distant 1225.00 feet Southerly of the intersection of the Southwesterly right of way line of County Road Number 25 with the West line of the East 684.00 feet of said Northeast Quarter of said Section 19; thence Westerly deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 200.00 feet; thence Northerly deflecting to the right 90 degrees 00 minutes 00 seconds and parallel with the East line of the Northeast Quarter of said Section 19, to the Southerly right of way line of County Road Number 25; thence Southeasterly, along the Southwesterly right of way line of County Road Number 25 to the East line of the Northeast Quarter of said Section 19; thence Northerly, along said East line, to the centerline of County Road Number 25; thence Northwesterly, along said centerline, a distance of 850 feet, more or less, to the centerline of the Township Road; thence Northerly, along said centerline of the Township Road, to the North line of the Northeast Quarter of said Section 19; thence Westerly, along said North line, to the Northwest corner of said Northeast Quarter of Section 19; thence South 00 degrees 00 minutes 17 seconds East, along the West line of the Northeast Quarter of said Section 19, to the point of beginning,

EXCEPT that part of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of Section 19; thence on an assumed bearing of North 00 degrees 24 minutes 17 seconds West, along the West line of said Northeast Quarter of Section 19, a distance of 1356.40 feet to the point of beginning of the land to be described; thence South 89 degrees 54 minutes 55 seconds East, a distance of 759.05 feet; thence North 28 degrees 17 minutes 49 seconds East, a distance of 302.83 feet; thence North 39 degrees 02 minutes 50 seconds East, a distance of 75.00 feet; thence North 33 degrees 31 minutes 14 seconds East, a distance of 263.36

feet; thence North 63 degrees 47 minutes 47 seconds East, a distance of 212.64 feet; thence North 72 degrees 49 minutes 35 seconds East, a distance of 162.61 feet; thence North 66 degrees 55 minutes 35 seconds East, a distance of 60.00 feet; thence North 67 degrees 29 minutes 19 seconds East a distance of 270.89 feet to the West line of the East 884.00 feet of said Northeast Quarter; thence Northerly parallel with the East line of the Northeast Quarter of said Section 19, to the Southerly right of way line of County Road Number 25; thence Southeasterly, along the Southwesterly right of way line of County Road Number 25 to the East line of Northeast Quarter of said Section 19; thence Northerly, along said East line, to the centerline of County Road Number 25; thence Northwesterly, along said centerline, a distance of 898.57 feet, more or less, to the centerline of the Township Road; thence Northerly, along said centerline of the Township Road, to the North line of the Northeast Quarter of said Section 19; thence Westerly, along said North line, to the Northwest corner of said Northeast Quarter of Section 19; thence South 00 degrees 24 minutes 17 seconds East, along the West line of the Northeast Quarter of said Section 19, to the point of beginning,

EXCEPT that part of the East Half (E 1/2) of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, shown as Parcel 2, on the plat designated as Goodhue County Right-of-Way Plat No. 203 on file and of record in the office of the County Recorder in and for Goodhue County, Minnesota.

Together with

Lots 6, 7, 8, Block 1, Lots 1, 2, 3, 4, Block 4, Outlot B, and Outlot C, all in SANDSTONE RIDGE, according to the recorded plat thereof, Goodhue County, Minnesota.

Together with

Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1, SANDSTONE RIDGE SECOND ADDITION, according to the recorded plat thereof, Goodhue County, Minnesota.

Together with

All the vacated right of ways of Sandstone Road, Sandstone Circle, and Decorah Drive as dedicated on the plat of SANDSTONE RIDGE, according to the recorded plat thereof, Goodhue County, Minnesota.

EXHIBIT B
PRELIMINARY PLAT

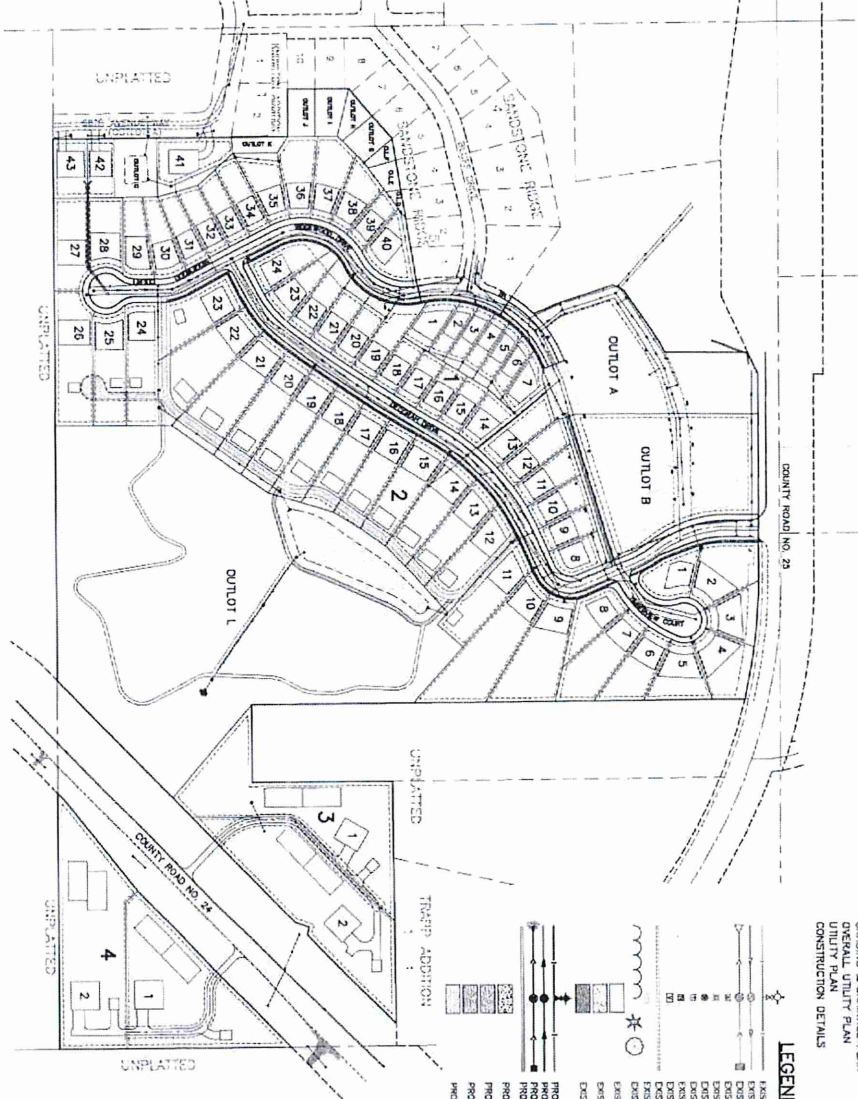
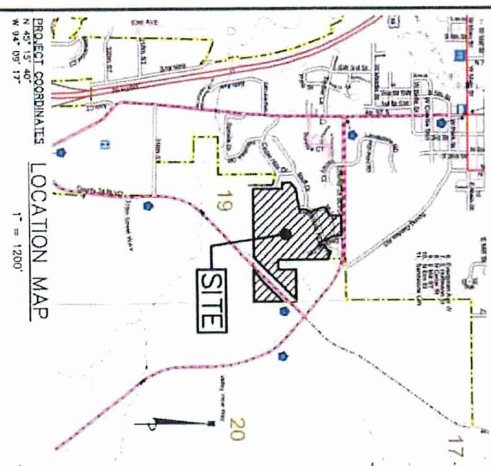
EX B

TIMBER RIDGE

CANNON FALLS, MINNESOTA

PRELIMINARY PLAT EXHIBITS

FOR
ENDRES CANON FALLS, LLC
 1505 RIVER SHORE DR, HASTINGS, MN 55033
 PHONE: (612) 598-9993



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LEGEND

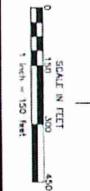
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EXISTING SANITARY SEWER	---
EXISTING STORM SEWER	---
EXISTING ELECTRIC	---
EXISTING GAS	---
EXISTING WATER	---
EXISTING TELEPHONE/FIBER	---
EXISTING VAULT	---
EXISTING CURB & GUTTER	---
EXISTING CONCRET/WALKERS	---
EXISTING ASPHALT	---
EXISTING GRAVEL	---
PROPOSED WATERMAIN	---
PROPOSED SANITARY SEWER	---
PROPOSED STORM SEWER	---
PROPOSED CURB & GUTTER	---
PROPOSED CONCRETE	---
PROPOSED GRAVEL	---
PROPOSED BRICKWORK TRAIL	---
PROPOSED MET SEEDING/STATION ROAD	---

PROJECT CONTACTS

PROJECT ENGINEER
 DEVELOPER/OWNER
 DESIGN REPRESENTATIVE
 AGENTS OFFICE
 GENERAL CONTRACTOR REPRESENTATIVE

MICK L. OSBORN, P.E. - JAMES R. HILL, INC.
 URS ENGINEERS - ENDRES CANON FALLS, LLC
 BILL ANDERSON, P.E. - MWH
 BRIAN ORLEN - MWH

922-800-6044 (O)
 612-598-9993 (O)
 597-288-3823 (O)
 597-288-3823 (F)
 597-288-3823 (T)



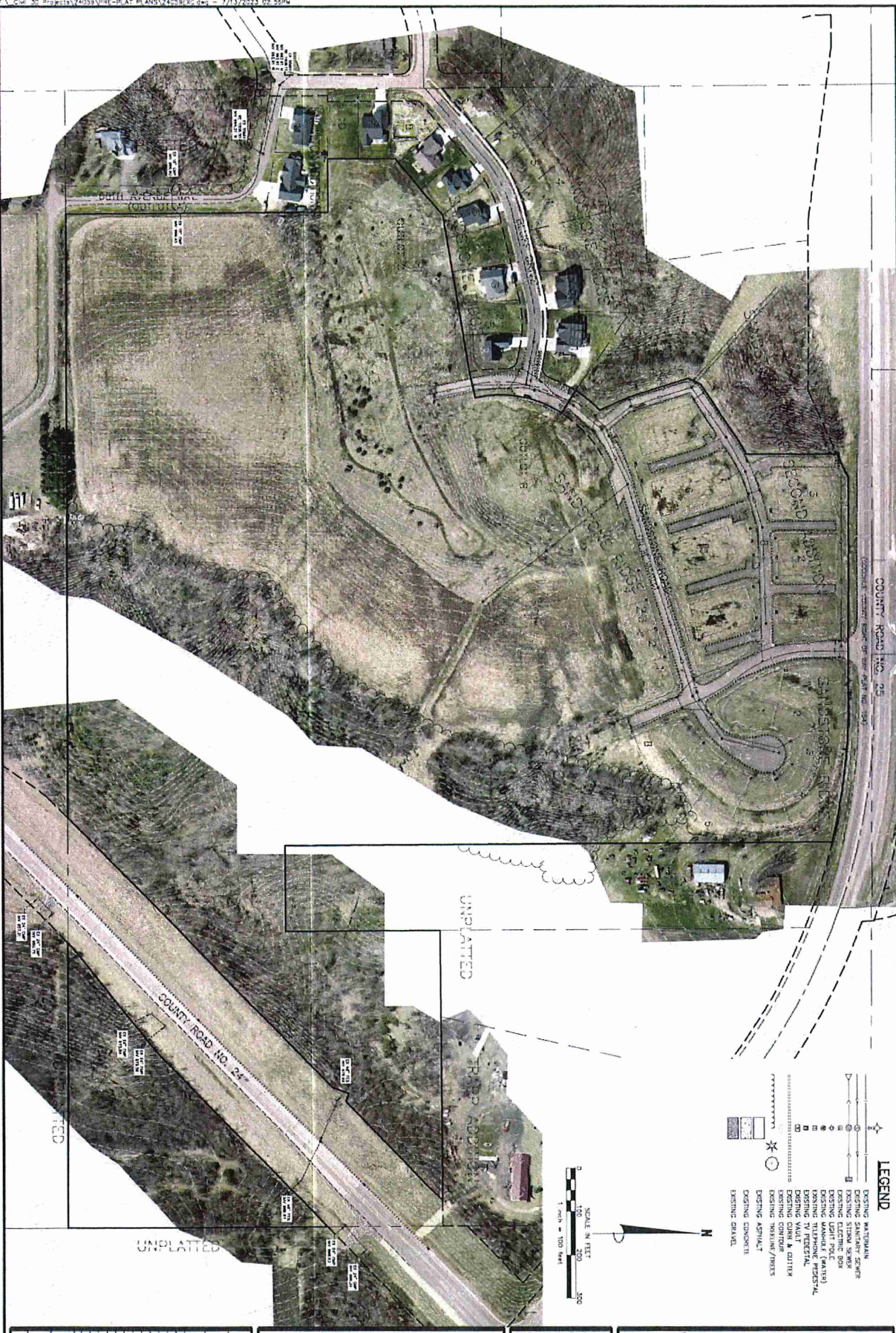
King's Ark's Below,
 Call before you dig

811

DATE	07/13/2023
REVISIONS	
DRAWN BY	JSD
CAD FILE	2405915
PROJECT NO.	24059
	1.0

TIMBER RIDGE
 CANNON FALLS, MINNESOTA
TITLE SHEET
ENDRES CANON FALLS, LLC
 1505 RIVER SHORE DR, HASTINGS, MN 55033

James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. City Rd. 42, Suite 100, Elk River, MN 55008
 PHONE: (612) 890-6244 FAX: (612) 890-6244



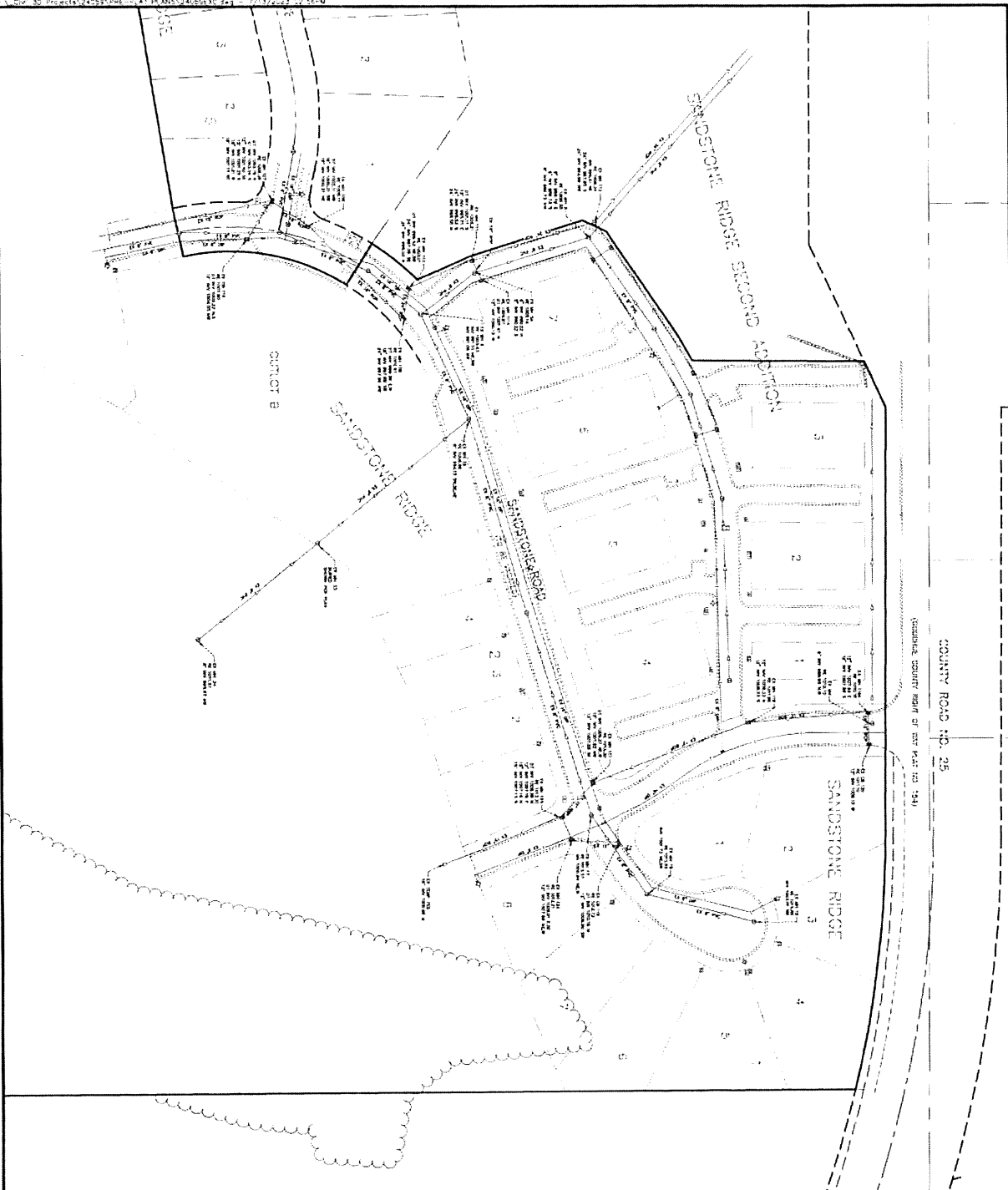
NO.	DATE	BY
11	07/13/2023	JSD

TIMBER RIDGE
 CANON FALLS, MINNESOTA
EXISTING CONDITIONS (AERIAL)
 FOR
ENDRES CANON FALLS, LLC
 1505 RIVER SHORE DR, HASTINGS, MN 55033

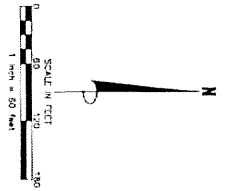
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

 P. Eng. No. _____

James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2599 W. City Rd. #2, Suite 100, Burnsville, MN 55336
 PHONE: (952)890-5044 FAX: (952)890-6244




- LEGEND**
- EXISTING WATERWAY
 - EXISTING STORM SEWER
 - EXISTING ELECTRIC POLE
 - EXISTING FENCE
 - EXISTING DRAINAGE (WARD)
 - EXISTING WETLAND
 - EXISTING TV PERSON
 - EXISTING CURB & GUTTER
 - EXISTING DRIVEWAY
 - EXISTING ASPHALT
 - EXISTING CONCRETE
 - EXISTING DRIVEWAY

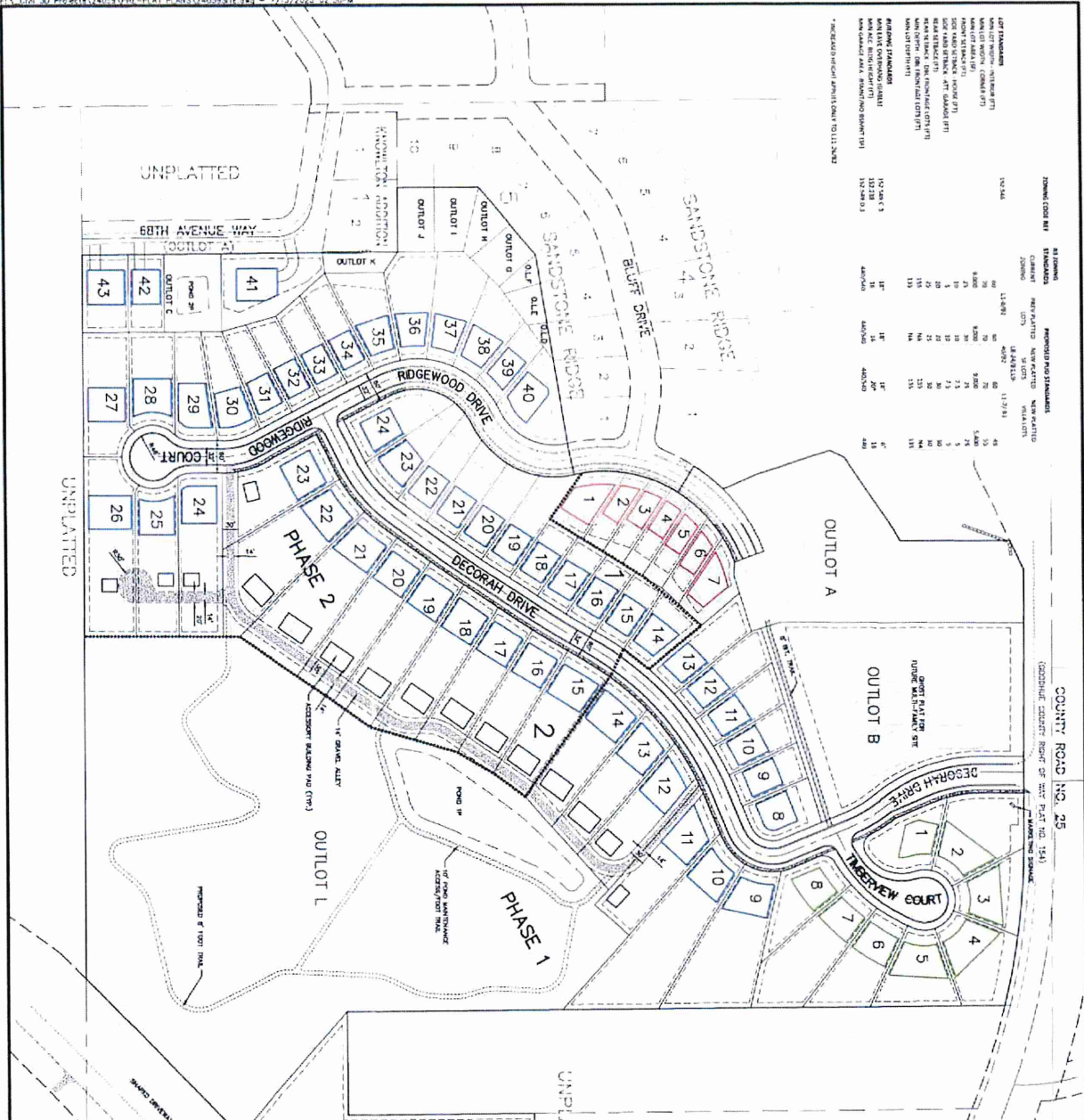


<p>DRAWN BY JSD</p> <p>DATE 07/13/2023</p> <p>REVISIONS</p>	<p>CAD FILE 24059XC</p> <p>PROJECT NO. 24059</p> <p>1/2</p>
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TIMBER RIDGE
 CANON FALLS, MINNESOTA
EXISTING CONDITIONS
ENDRES CANON FALLS, LLC
 1500 RIVER SHORE DR, HASTINGS, MN 55033

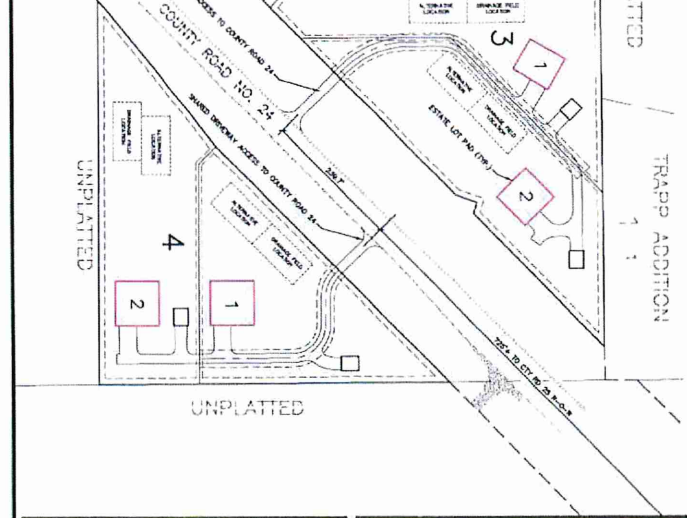
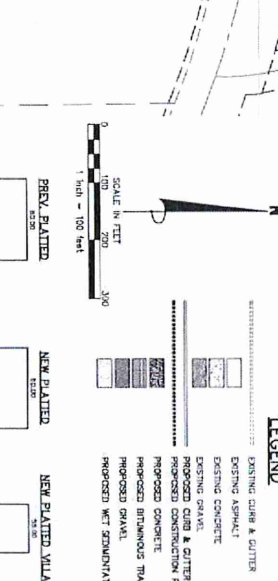
I warrant that this plan,
 map or report was
 prepared by me or under my
 direct supervision and that I
 am a duly Licensed Professional
 Engineer in the State of Minnesota.
 Signature: _____
 Title: _____


James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2599 W. Ctx. Rd. #2, Suite 100, Burnsville, MN 55336
 PHONE: (652)690-6044 FAX: (652)900-6244



LOT NUMBER	ZONING CODES		PROPOSED PLAT STANDARDS	
	EXISTING	PROPOSED	MIN. LOT AREA (SQ FT)	MIN. LOT WIDTH (FT)
1-10	R-1	R-1	10,000	30
11-20	R-1	R-1	10,000	30
21-30	R-1	R-1	10,000	30
31-40	R-1	R-1	10,000	30
41-43	R-1	R-1	10,000	30

LOT NUMBER	ZONING CODES		PROPOSED PLAT STANDARDS	
	EXISTING	PROPOSED	MIN. LOT AREA (SQ FT)	MIN. LOT WIDTH (FT)
1-10	R-1	R-1	10,000	30
11-20	R-1	R-1	10,000	30
21-30	R-1	R-1	10,000	30
31-40	R-1	R-1	10,000	30
41-43	R-1	R-1	10,000	30



DATE	07/3/2023
REVISIONS	
DRAWN BY	USD
PROJECT NO.	24055
GAD FILE	74055R01E
PROJECT NO.	24055
	1.3

TIMBER RIDGE
 CANNON FALLS, MINNESOTA
P.U.D. STANDARDS EXHIBIT
 FOR
ENDRES CANNON FALLS, LLC
 1500 RIVER SHORE DR, HASTINGS, MN 55033

PROVISIONAL

James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 W. CTR. RD. 42, SUITE 100, BARNUMVILLE, MN 55006
 PHONE: (952)890-6244 FAX: (952)890-6244

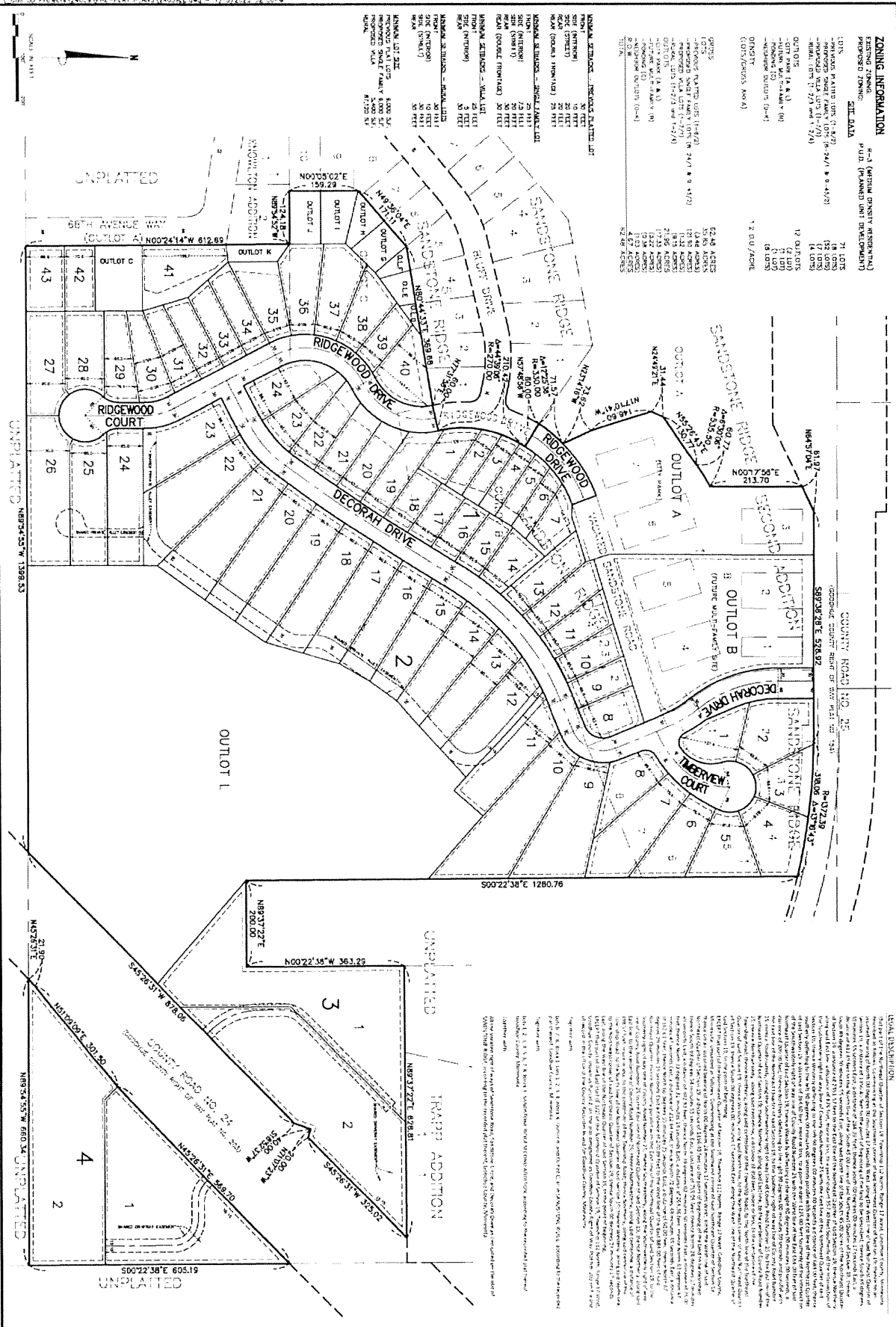
ZONING INFORMATION

EXISTING ZONING: **RESIDENTIAL**
 PROPOSED ZONING: **RESIDENTIAL**
 SHEET DATA

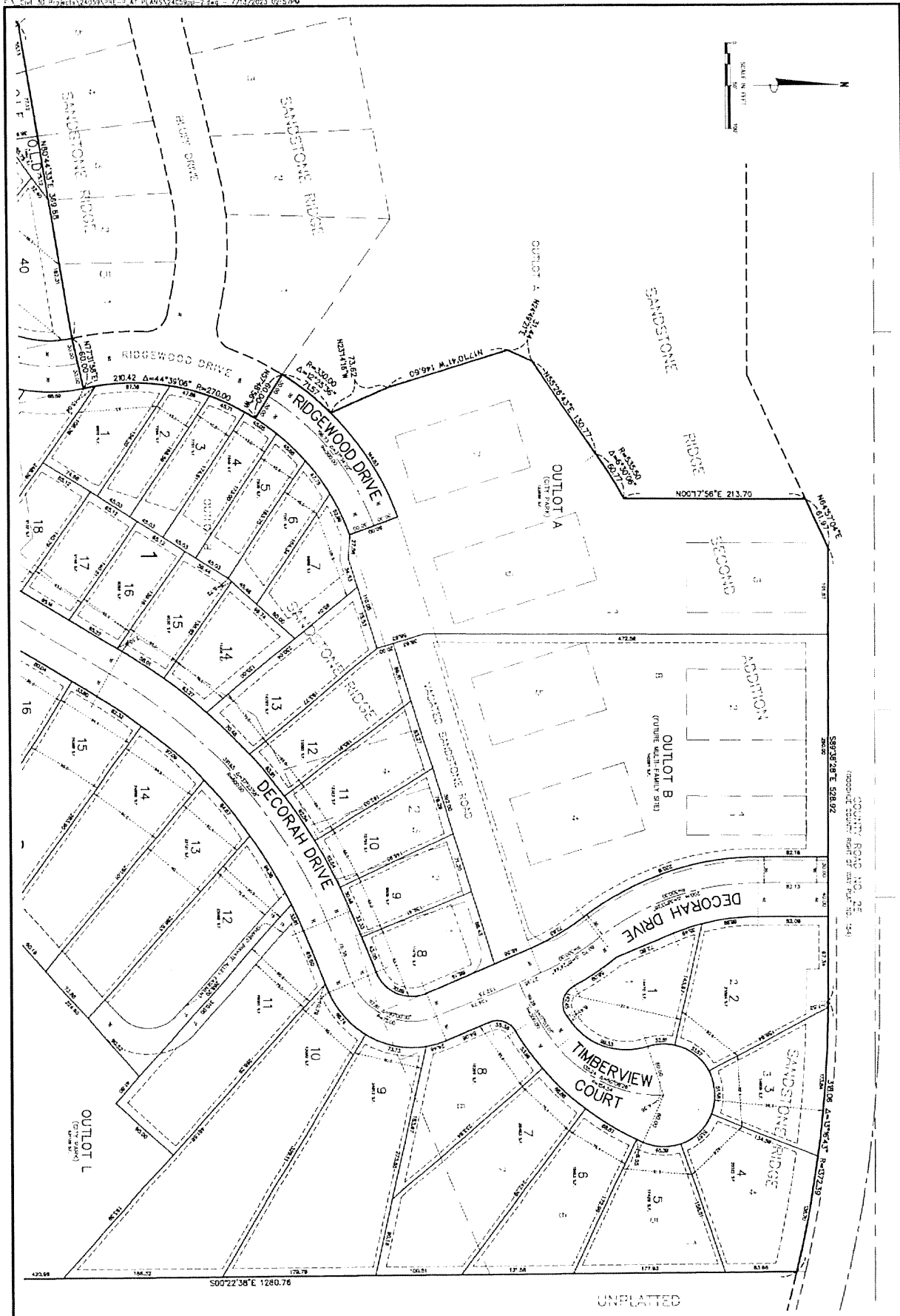
LOT #	ACRES	AREA (SQ. FT.)
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5	0.15	12,888
6	0.15	12,888
7	0.15	12,888
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10	0.15	12,888
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42	0.15	12,888
43	0.15	12,888

LEGAL DESCRIPTION

TRAPP ADDITION
 SECTION 24, T21N, R10E, S45W
 COUNTY ROAD NO. 24
 TRAPP ADDITION
 SECTION 24, T21N, R10E, S45W
 COUNTY ROAD NO. 24
 TRAPP ADDITION
 SECTION 24, T21N, R10E, S45W
 COUNTY ROAD NO. 24




<p>TIMBER RIDGE <small>EST. 1982</small> PRELIMINARY PLAT Entries Canon Falls LLC</p>	 <p>James R. Hill, Inc. PLANNERS / ENGINEERS / SURVEYORS 299 ACST CA. 92 20706 BURLINGAME WISCONSIN PHONE 857.6144 FAX 857.6144 www.jrh.com</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">DRAWN BY: JRH</td> <td style="width: 50%;">DATE: 1/1/2024</td> </tr> <tr> <td style="width: 50%;">CHECKED BY: JRH</td> <td style="width: 50%;">REVISIONS:</td> </tr> <tr> <td style="width: 50%;">PROJECT NO: 2201101</td> <td style="width: 50%;">SCALE: AS SHOWN</td> </tr> <tr> <td style="width: 50%;">DATE: 1/1/2024</td> <td style="width: 50%;">SHEET NO: 2.0</td> </tr> </table>	DRAWN BY: JRH	DATE: 1/1/2024	CHECKED BY: JRH	REVISIONS:	PROJECT NO: 2201101	SCALE: AS SHOWN	DATE: 1/1/2024	SHEET NO: 2.0
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PROJECT NO: 2201101	SCALE: AS SHOWN									
DATE: 1/1/2024	SHEET NO: 2.0									



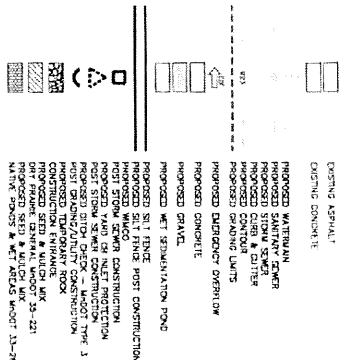
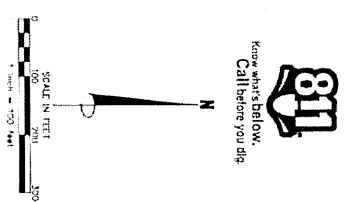
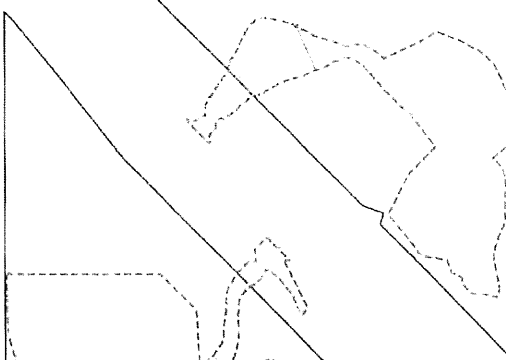
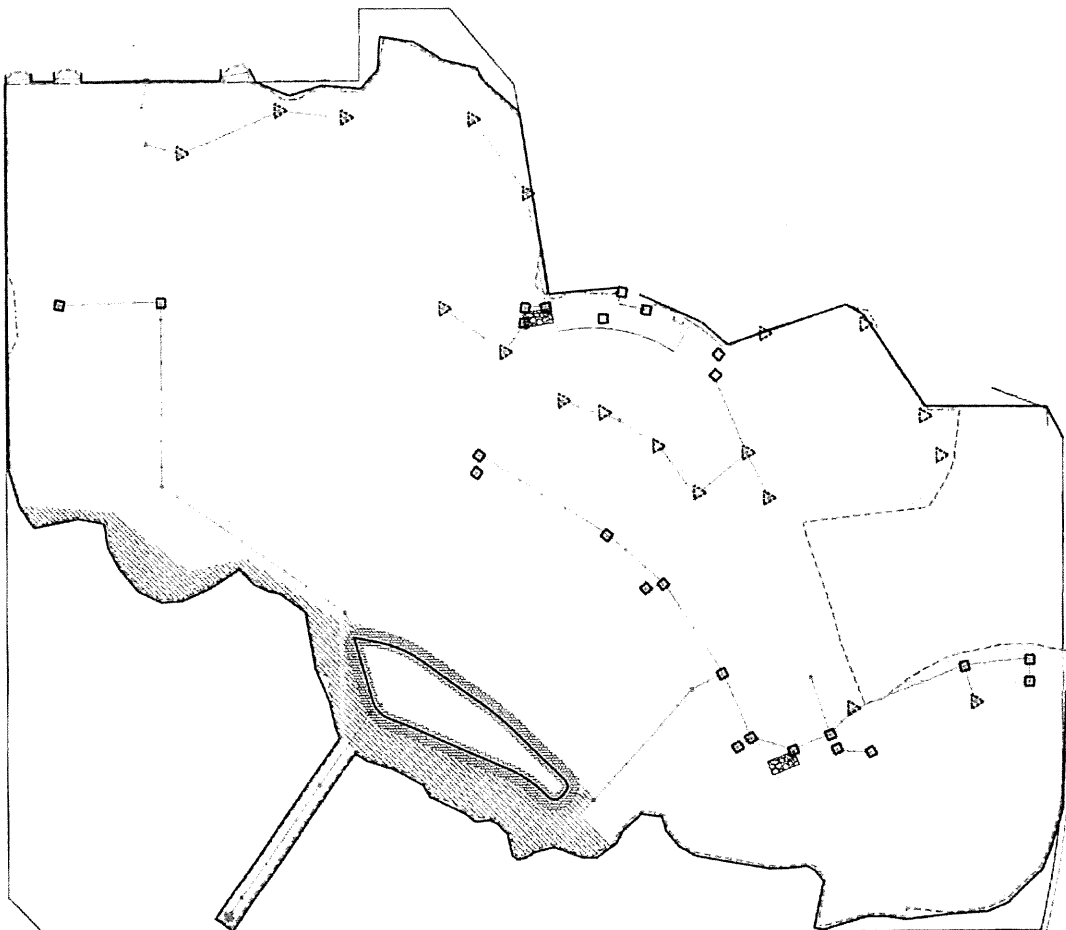
COUNTY ROAD NO. 25
 (distance between center of main part to 154)

DRAWN BY	
DATE	
REVISIONS	
CAD FILE	
PROJECT NO.	7-1

TIMBER RIDGE
 PRELIMINARY PLAT
 Endres Canon Falls LLC



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 204 WEST 2ND STREET, SUITE 200
 CANON FALLS, WISCONSIN 54601
 PHONE: 715.836.6644 FAX: 715.836.6645
 WWW.JRHILL.COM



LEGEND

- EXISTING WATERWAY
- EXISTING STORM DRAIN
- EXISTING STORM SEWER
- EXISTING CURB (WATER)
- EXISTING CURB (SEWER)
- EXISTING TV (SEWER)
- EXISTING MAIL & GUTTER
- EXISTING CONTOUR
- EXISTING INLET/PIES
- EXISTING ASPHALT
- EXISTING DRIVEWAY
- PROPOSED WATERWAY
- PROPOSED SANITARY DRAIN
- PROPOSED CURB & GUTTER
- PROPOSED CONTROL
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DRAWN BY	SSD
DATE	07/11/2023
REVISIONS	
CAD FILE	24055PRC
PROJECT NO.	24059
	3.0

TIMBER RIDGE
 CANNON FALLS, MINNESOTA
EROSION & SEDIMENT CONTROL PLAN
 FOR
ENDRES CANON FALLS, LLC
 505 RIVER SHORE DR., ASTORIA, MN 55013

PRELIMINARY
 This drawing is preliminary and subject to change without notice. It is not to be used for construction.



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2309 W. City Rd. #2, Suite 101, Burnsville, MN 55336
 PHONE: (952) 890-6044 FAX: (952) 890-6214

EXHIBIT C

PUD PLAN

EXHIBIT D

ORDINANCE NO. 396

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

ORDINANCE NUMBER 396

**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-3 Medium Density Residential to a Planned Unit Development District.

SECTION 2. PROPERTY DESCRIPTION.

TIMBER RIDGE

That part of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of Section 19; thence on an assumed bearing of North 00 degrees 00 minutes 17 seconds West, along the West line of said Northeast Quarter of Section 19, a distance of 1356.40 feet to the point of beginning of the land to be described; thence South 89 degrees 30 minutes 55 seconds East, a distance of 284.39 feet; thence South 00 degrees 00 minutes 17 seconds East, a distance of 612.69 feet to the North line of the South 45.00 acres of said Northeast Quarter of Section 19; thence South 89 degrees 30 minutes 55 seconds East, along said North line of the South 45.00 acres of the Northeast Quarter of Section 19, a distance of 2351.57 feet to the East line of the Northeast Quarter of said Section 19; thence Northerly, along said East line, a distance of 875 feet, more or less, to a point distant 357.40 feet Southerly of the intersection of the Southwesterly right of way line of County Road Number 25 with the East line of the Northeast Quarter of said Section 19; thence Westerly deflecting to the left 90 degrees 00 minutes 00 seconds a distance of 684.00 feet; thence Southerly deflecting to the left 90 degrees 00 minutes 00 seconds parallel with the East line of the Northeast Quarter of said Section 19, a distance of 364.60 feet, more or less, to a point distant 1225.00 feet Southerly of the intersection of the Southwesterly right of way line of County Road Number 25 with the West line of the East 684.00 feet of said Northeast Quarter of said Section 19; thence Westerly deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 200.00 feet; thence Northerly deflecting to the right 90 degrees 00 minutes 00 seconds and parallel with the East line of the Northeast Quarter of said Section 19, to the Southerly right of way line of County Road Number 25; thence Southeasterly, along the Southwesterly right of way line of County Road Number 25 to the East line of the Northeast Quarter of said Section 19; thence Northerly, along said East line, to the centerline of County

Road Number 25; thence Northwesterly, along said centerline, a distance of 850 feet, more or less, to the centerline of the Township Road; thence Northerly, along said centerline of the Township Road, to the North line of the Northeast Quarter of said Section 19; thence Westerly, along said North line, to the Northwest corner of said Northeast Quarter of Section 19; thence South 00 degrees 00 minutes 17 seconds East, along the West line of the Northeast Quarter of said Section 19, to the point of beginning,

EXCEPT that part of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of Section 19; thence on an assumed bearing of North 00 degrees 24 minutes 17 seconds West, along the West line of said Northeast Quarter of Section 19, a distance of 1356.40 feet to the point of beginning of the land to be described; thence South 89 degrees 54 minutes 55 seconds East, a distance of 759.05 feet; thence North 28 degrees 17 minutes 49 seconds East, a distance of 302.83 feet; thence North 39 degrees 02 minutes 50 seconds East, a distance of 75.00 feet; thence North 33 degrees 31 minutes 14 seconds East, a distance of 263.36 feet; thence North 63 degrees 47 minutes 47 seconds East, a distance of 212.64 feet; thence North 72 degrees 49 minutes 35 seconds East, a distance of 162.61 feet; thence North 66 degrees 55 minutes 35 seconds East, a distance of 60.00 feet; thence North 67 degrees 29 minutes 19 seconds East a distance of 270.89 feet to the West line of the East 884.00 feet of said Northeast Quarter; thence Northerly parallel with the East line of the Northeast Quarter of said Section 19, to the Southerly right of way line of County Road Number 25; thence Southeasterly, along the Southwesterly right of way line of County Road Number 25 to the East line of Northeast Quarter of said Section 19; thence Northerly, along said East line, to the centerline of County Road Number 25; thence Northwesterly, along said centerline, a distance of 898.57 feet, more or less, to the centerline of the Township Road; thence Northerly, along said centerline of the Township Road, to the North line of the Northeast Quarter of said Section 19; thence Westerly, along said North line, to the Northwest corner of said Northeast Quarter of Section 19; thence South 00 degrees 24 minutes 17 seconds East, along the West line of the Northeast Quarter of said Section 19, to the point of beginning,

EXCEPT that part of the East Half (E 1/2) of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, shown as Parcel 2, on the plat designated as Goodhue County Right-of-Way Plat No. 203 on file and of record in the office of the County Recorder in and for Goodhue County, Minnesota.

Together with

Lots 6, 7, 8, Block 1, Lots 1, 2, 3, 4, Block 4, Outlot B, and Outlot C, all in SANDSTONE RIDGE, according to the recorded plat thereof, Goodhue County, Minnesota.

Together with

Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1, SANDSTONE RIDGE SECOND ADDITION, according to the recorded plat thereof, Goodhue County, Minnesota.

Together with

All the vacated right of ways of Sandstone Road, Sandstone Circle, and Decorah Drive as dedicated on the plat of SANDSTONE RIDGE, according to the recorded plat thereof, Goodhue County, Minnesota.

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 Timber Ridge.

PASSED AND ADOPTED by the City Council of the City of Cannon Falls, Minnesota, this 5th day of September, 2023.

Matt Montgomery, Mayor

ATTEST:

Neil L. Jensen, City Administrator

EXHIBIT E
RESOLUTION NO. 2695

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

RESOLUTION NUMBER 2695

**PRELIMINARY PLAT, REZONING, PUD PLANS FOR
TIMBER RIDGE**

WHEREAS, Endres Canon Falls LLC (“**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, on August 14, 2022, the Planning Commission held a public hearing and adopted Resolution No. 2023-06 recommending conditional approval of Developer’s request to rezone the Property from R-3 Medium Density Residential to a Planned Unit Development District, Developer’s preliminary plat for a residential development attached hereto with related plans as **Exhibit B** (the “**Preliminary Plat**”), and Developer’s Planned Unit Development (“**PUD**”) general concept and development stage plans attached hereto as **Exhibit C** (collectively, the “**PUD Plan**”);

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 City Council hereby finds:

FINDINGS

1. The Developer is requesting preliminary plat, rezoning, and simultaneous PUD general concept plan and development stage plan approval for the Timber Ridge development described on the attached **Exhibit D** (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. City Code § 151.112(B) prohibits new individual wells.
6. City Code § 151.112(E) states:

(E) *Sanitation.* Water and sewer lines shall be installed and connected to the public system to serve all lots within the proposed subdivision under the provisions of applicable statutes and ordinances. The City Council shall require the installation of water and sewer mains at the applicant's expense or under the provisions of applicable statutes and ordinances.

7. The Developer proposes four 2+ acre estate lots located in the southeast corner of the Property to be served by wells and septic, which is not permitted by City Code §§ 151.112(B) and (E).

8. 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.

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

10. 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. **Subject to the conditions below, 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.**

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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 Timber Ridge 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 Timber Ridge 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-3 Medium Density Residential to Planned Unit Development District;

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

(h) City Council approval of the Timber Ridge 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 Developer’s satisfaction of all park dedication requirements for the Project prior to the City’s release of the final plat;

(l) The Developer shall modify the Preliminary Plat by changing the four 2+ acre estate lots located in the southeast corner of the Property to outlots. Such outlots will not be platted as buildable lots until such time as sewer and water are available to the lots in accordance with all applicable City Code requirements;

(m) 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;

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

(o) 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;

(p) 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; and

(q) 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 A

LEGAL DESCRIPTION OF PROPERTY

TIMBER RIDGE

That part of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of Section 19; thence on an assumed bearing of North 00 degrees 00 minutes 17 seconds West, along the West line of said Northeast Quarter of Section 19, a distance of 1356.40 feet to the point of beginning of the land to be described; thence South 89 degrees 30 minutes 55 seconds East, a distance of 284.39 feet; thence South 00 degrees 00 minutes 17 seconds East, a distance of 612.69 feet to the North line of the South 45.00 acres of said Northeast Quarter of Section 19; thence South 89 degrees 30 minutes 55 seconds East, along said North line of the South 45.00 acres of the Northeast Quarter of Section 19, a distance of 2351.57 feet to the East line of the Northeast Quarter of said Section 19; thence Northerly, along said East line, a distance of 875 feet, more or less, to a point distant 357.40 feet Southerly of the intersection of the Southwesterly right of way line of County Road Number 25 with the East line of the Northeast Quarter of said Section 19; thence Westerly deflecting to the left 90 degrees 00 minutes 00 seconds a distance of 684.00 feet; thence Southerly deflecting to the left 90 degrees 00 minutes 00 seconds parallel with the East line of the Northeast Quarter of said Section 19, a distance of 364.60 feet, more or less, to a point distant 1225.00 feet Southerly of the intersection of the Southwesterly right of way line of County Road Number 25 with the West line of the East 684.00 feet of said Northeast Quarter of said Section 19; thence Westerly deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 200.00 feet; thence Northerly deflecting to the right 90 degrees 00 minutes 00 seconds and parallel with the East line of the Northeast Quarter of said Section 19, to the Southerly right of way line of County Road Number 25; thence Southeasterly, along the Southwesterly right of way line of County Road Number 25 to the East line of the Northeast Quarter of said Section 19; thence Northerly, along said East line, to the centerline of County Road Number 25; thence Northwesterly, along said centerline, a distance of 850 feet, more or less, to the centerline of the Township Road; thence Northerly, along said centerline of the Township Road, to the North line of the Northeast Quarter of said Section 19; thence Westerly, along said North line, to the Northwest corner of said Northeast Quarter of Section 19; thence South 00 degrees 00 minutes 17 seconds East, along the West line of the Northeast Quarter of said Section 19, to the point of beginning,

EXCEPT that part of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of Section 19; thence on an assumed bearing of North 00 degrees 24 minutes 17 seconds West, along the West line of said Northeast Quarter of Section 19, a distance of 1356.40 feet to the point of beginning of the land to be described; thence South 89 degrees 54 minutes 55 seconds East, a distance of 759.05 feet; thence North 28 degrees 17

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884.00 feet of said Northeast Quarter; thence Northerly parallel with the East line of the Northeast Quarter of said Section 19, to the Southerly right of way line of County Road Number 25; thence Southeasterly, along the Southwesterly right of way line of County Road Number 25 to the East line of Northeast Quarter of said Section 19; thence Northerly, along said East line, to the centerline of County Road Number 25; thence Northwesterly, along said centerline, a distance of 898.57 feet, more or less, to the centerline of the Township Road; thence Northerly, along said centerline of the Township Road, to the North line of the Northeast Quarter of said Section 19; thence Westerly, along said North line, to the Northwest corner of said Northeast Quarter of Section 19; thence South 00 degrees 24 minutes 17 seconds East, along the West line of the Northeast Quarter of said Section 19, to the point of beginning, EXCEPT that part of the East Half (E 1/2) of the Northeast Quarter of Section 19, Township 112 North, Range 17 West, Goodhue County, shown as Parcel 2, on the plat designated as Goodhue County Right-of-Way Plat No. 203 on file and of record in the office of the County Recorder in and for Goodhue County, Minnesota.

Together with

Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1, Lots 1, 2, 3, 4, Block 2, Outlot B, and Outlot C, all in SANDSTONE RIDGE, according to the recorded plat thereof, Goodhue County, Minnesota.

Together with

Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1, SANDSTONE RIDGE SECOND ADDITION, according to the recorded plat thereof, Goodhue County, Minnesota.

Together with

All the vacated right of ways of Sandstone Road, Sandstone Circle, and Decorah Drive as dedicated on the plat of SANDSTONE RIDGE, according to the recorded plat thereof, Goodhue County, Minnesota.

EXHIBIT B
PRELIMINARY PLAT

EXHIBIT C

PUD PLAN

EXHIBIT D
PROJECT NARRATIVE

EXHIBIT F
RESOLUTION NO. 2702