

TO: HONORABLE MAYOR AND CANNON FALLS CITY COUNCIL
FROM: LAURA QUALEY, COMMUNITY & BUSINESS DEV. SPECIALIST
SUBJECT: PUD AGREEMENT AND DEVELOPMENT AGREEMENT FOR
HARDWOOD ESTATES THIRD SUBDIVISION
DATE: SEPTEMBER 2, 2025

BACKGROUND:

The EDA held a Special Meeting on Thursday, August 28, 2025 and voted to approve the PUD Agreement and Development Agreement for Hardwood Estates Third Subdivision per terms of Resolution 2820 between the City of Cannon Falls and the EDA.

REQUESTED COUNCIL ACTION: City Council is being asked to approve the PUD Agreement and Development Agreement for Hardwood Estates Third Subdivision between the EDA and City of Cannon Falls.

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

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

THIS PLANNED UNIT DEVELOPMENT AGREEMENT HARDWOOD ESTATES THIRD SUBDIVISION CANNON FALLS, MINNESOTA (the “**Agreement**”) is entered into this 2nd day of September, 2025 (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 May 12, 2025, the Planning Commission held a public hearing recommended conditional approval of the 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 May 20, 2025 the City Council adopted **Resolution No. 2813** attached hereto as **Exhibit E**, which conditionally approved the preliminary plat and PUD;

WHEREAS, on August 5, 2025, the City Council adopted **Resolution No. 2820** attached hereto as **Exhibit F**, which conditionally approved the Hardwood Estates Third Subdivision Final Plat drafted by WHKS attached hereto as **Exhibit G** (the “**Final Plat**”), which consists of 27 single

family lots and easements dedicated to the public for public ways, drainage and utilities and the PUD Plan and final plans for the PUD (collectively, the “**Hardwood Estates Final Plan**”);

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, 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 and City Code shall govern the zoning of the Property.

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

4. **PUD Requirements**. The Developer shall comply with all the requirements set forth in **Resolution No. 2820** conditionally approving the PUD Plan and Hardwood Estates Final Plan and this Agreement, to the satisfaction of the City and prior to the issuance of any permits for the development of the Property.

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

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

Developer

7. **Certificate of Occupancy.** No Certificate of Occupancy shall be issued for any building constructed on any lot within the Property until the Developer has complied with the Development Agreement, the City Resolutions and all exhibits thereto, this Agreement, and all applicable sections of the City Code and other governmental rules and regulations. If the Developer is in default under this Agreement, the City may, among other remedies set forth in this Agreement, withhold future Certificates of Occupancy issued for the Property.

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

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

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 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 _____, 2025. 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: _____
Matt Montgomery
Mayor of Cannon Falls

AND: _____
Jon Radermacher
City Administrator of Cannon Falls

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

On this ____ day of September, 2025, before me personally appeared Matt Montgomery and Jon Radermacher 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 Jon Radermacher acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

**CANNON FALLS ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

Andrew Althoff

Its: President

STATE OF MINNESOTA)
) §.

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2025,
by Andrew Althoff, the President of the Cannon Falls Economic Development Authority, on behalf
of said authority.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That part of Outlot B of HARDWOOD ESTATES SECOND, described as follows:

Beginning at the southwest corner of said Outlot B; thence North 00 degrees 07 minutes 34 seconds West, (Note: All bearings are in relationship with the Goodhue County Coordinate System NAD '83, Adjusted 1996), along the east line of Block 3 of HARDWOOD ESTATES SECOND, 153.00 feet to the south right-of-way line of Maple Lane; thence North 89 degrees 52 minutes 26 seconds East, along said south right-of-way line, 15.88 feet; thence North 00 degrees 55 minutes 43 seconds West, along the east line of Block 2 of HARDWOOD ESTATES SECOND and Block 1 of HARDWOOD ESTATES, 560.56 feet; thence North 70 degrees 52 minutes 17 seconds East, along the south line of Outlot A of HARDWOOD ESTATES SECOND, 175.71 feet; thence South 84 degrees 01 minutes 20 seconds East, along said south line, 213.63 feet; thence South 87 degrees 07 minutes 55 seconds East, along said south line, 92.01 feet; thence South 63 degrees 02 minutes 24 seconds East, 120.00 feet; thence North 26 degrees 57 minutes 36 seconds East, 16.02 feet; thence South 63 degrees 02 minutes 24 seconds East, 140.00 feet; thence South 26 degrees 57 minutes 36 seconds West, 360.00 feet; thence South 63 degrees 02 minutes 24 seconds East, 70.00 feet; thence South 26 degrees 57 minutes 36 seconds West, 321.99 feet to a point on the south line of said Outlot B; thence South 89 degrees 52 minutes 26 seconds West, along said south line, 469.04 feet to the Point of Beginning and there terminating. AND Block 3 of HARDWOOD ESTATES SECOND.

Containing 10.46 acres, more or less.

EXHIBIT B

HARDWOOD ESTATES PLAT

HARDWOOD ESTATES SECOND SUBDIVISION

OFFICIAL PLAT

STATEMENT OF VERIFICATION

KNOW ALL PERSONS BY THESE PRESENTS, That Glenn M. Mulvihill, a single person, has owned and lawfully acquired the land described in the plat of the Hardwood Estates Second Subdivision, located in the County of Goodhue, State of Minnesota, to wit:

Quarter 4 of Township 24 North, Range 24 East, County of Goodhue, Minnesota.

Containing 4.88 acres, more or less.

Has caused the same to be surveyed and plotted as the Hardwood Estates Second Subdivision, and has caused the same to be recorded in the Office of the County Recorder for record in the County of Goodhue, Minnesota, and also caused the plat thereof to be recorded in the Office of the County Recorder for record in the County of Goodhue, Minnesota.

In witness whereof said CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY, a body corporate, has caused this plat to be signed by its proper officers this 25th day of April, 2024.

Signed CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY

[Signature]
Ken Dyer, Chairman

[Signature]
Lyle Coenen, Treasurer

STATE OF MINNESOTA

COUNTY OF GOODHUE

I, *[Signature]*, Notary Public, do hereby certify that the foregoing plat of the CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota Corporation, on this day of April, 2024, before me, Notary Public, for the County of Goodhue, Minnesota, was acknowledged before me by *[Signature]*, Chairman and Lyle Coenen, Treasurer of said CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota Corporation, on this day of April, 2024.

Notary Public, Goodhue County, Minnesota

My Commission Expires: 6/11/24

In witness whereof said GLENN M. MULVHILL, a single person, has hereunto set his hand and seal this 25th day of April, 2024.

[Signature]
Glenn M. Mulvihill

STATE OF MINNESOTA

COUNTY OF GOODHUE

I, *[Signature]*, Notary Public, do hereby certify that the foregoing plat of the CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota Corporation, on this day of April, 2024, before me, Notary Public, for the County of Goodhue, Minnesota, was acknowledged before me by *[Signature]*, Chairman and Lyle Coenen, Treasurer of said CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota Corporation, on this day of April, 2024.

Notary Public, Goodhue County, Minnesota

My Commission Expires: 6/11/24

CITY PLANNING COMMISSION, CITY OF CANNON FALLS, MINNESOTA

Approved by the Planning Commission of the City of Cannon Falls, Minnesota this 25th day of April, 2024.

[Signature]
Chair

Secretary

CITY COUNCIL, CITY OF CANNON FALLS, MINNESOTA

This plat of the HARDWOOD ESTATES SECOND SUBDIVISION was approved and accepted by the City Council of the City of Cannon Falls, Minnesota at a regular meeting held on the 25th day of April, 2024, and said plat is in compliance with the provisions of Minnesota Statutes, Chapter 365.05.

By: *[Signature]*
Mayor

City Administrator

COUNTY RECORDER

I, *[Signature]*, County Recorder of Goodhue County, Minnesota, do hereby certify that the foregoing plat of the Hardwood Estates Second Subdivision, located in the County of Goodhue, State of Minnesota, to wit:

Quarter 4 of Township 24 North, Range 24 East, County of Goodhue, Minnesota.

Containing 4.88 acres, more or less.

Was duly recorded in the Office of the County Recorder for record in the County of Goodhue, Minnesota, on this day of April, 2024.

Goodhue County Auditor/Recorder

Document Number: 687719

Document Number: 687719

I hereby certify that this instrument was filed in the Office of the County Recorder for record in the County of Goodhue, Minnesota, on this day of April, 2024, and was duly recorded in the Office of the County Recorder for record in the County of Goodhue, Minnesota.

Goodhue County Recorder

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and plotted the property described on this plat as the Hardwood Estates Second Subdivision, located in the County of Goodhue, State of Minnesota, to wit: Quarter 4 of Township 24 North, Range 24 East, County of Goodhue, Minnesota. The boundary survey, that all mathematical data and blocks are correctly designated on the plat, and that the survey was conducted in accordance with the provisions of the Minnesota Statutes, Chapter 365.05, and that the survey was conducted in accordance with the provisions of the Minnesota Statutes, Chapter 365.05, and that the survey was conducted in accordance with the provisions of the Minnesota Statutes, Chapter 365.05.

Dated this 25th day of April, 2024.

[Signature]
Tina A. Winkler, Land Surveyor

Minnesota License No. 46330

STATE OF MINNESOTA

COUNTY OF CAMBES

The foregoing Surveyor's Certificate was acknowledged before me this 25th day of April, 2024, by Tina A. Winkler, Land Surveyor, Minnesota License No. 46330.

[Signature]
My Commission Expires: 1/1/24

County, Minnesota

Wabbs
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435-A

HARDWOOD ESTATES SECOND SUBDIVISION SHEET 1 OF 4

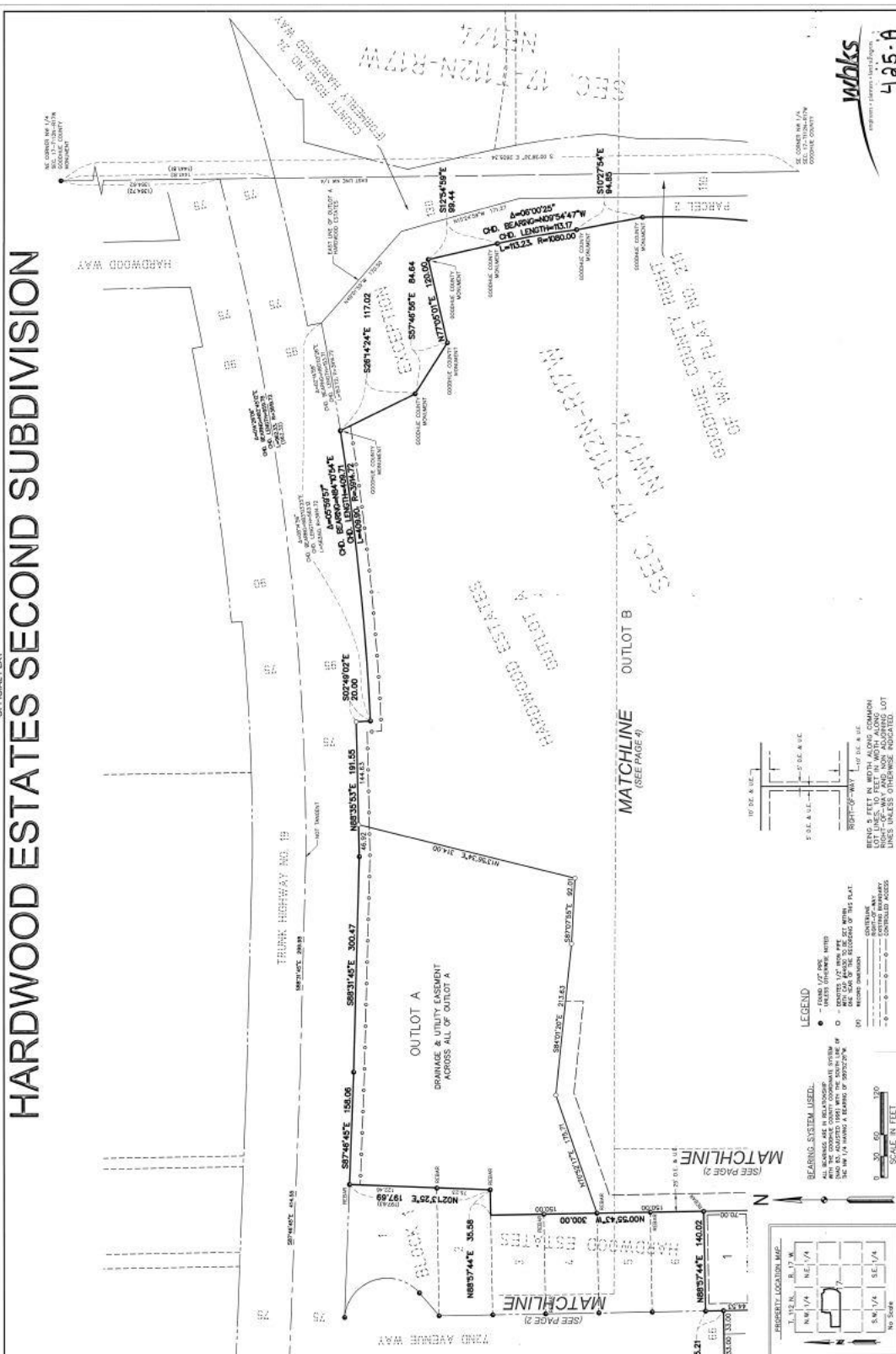
OFFICIAL PLAT

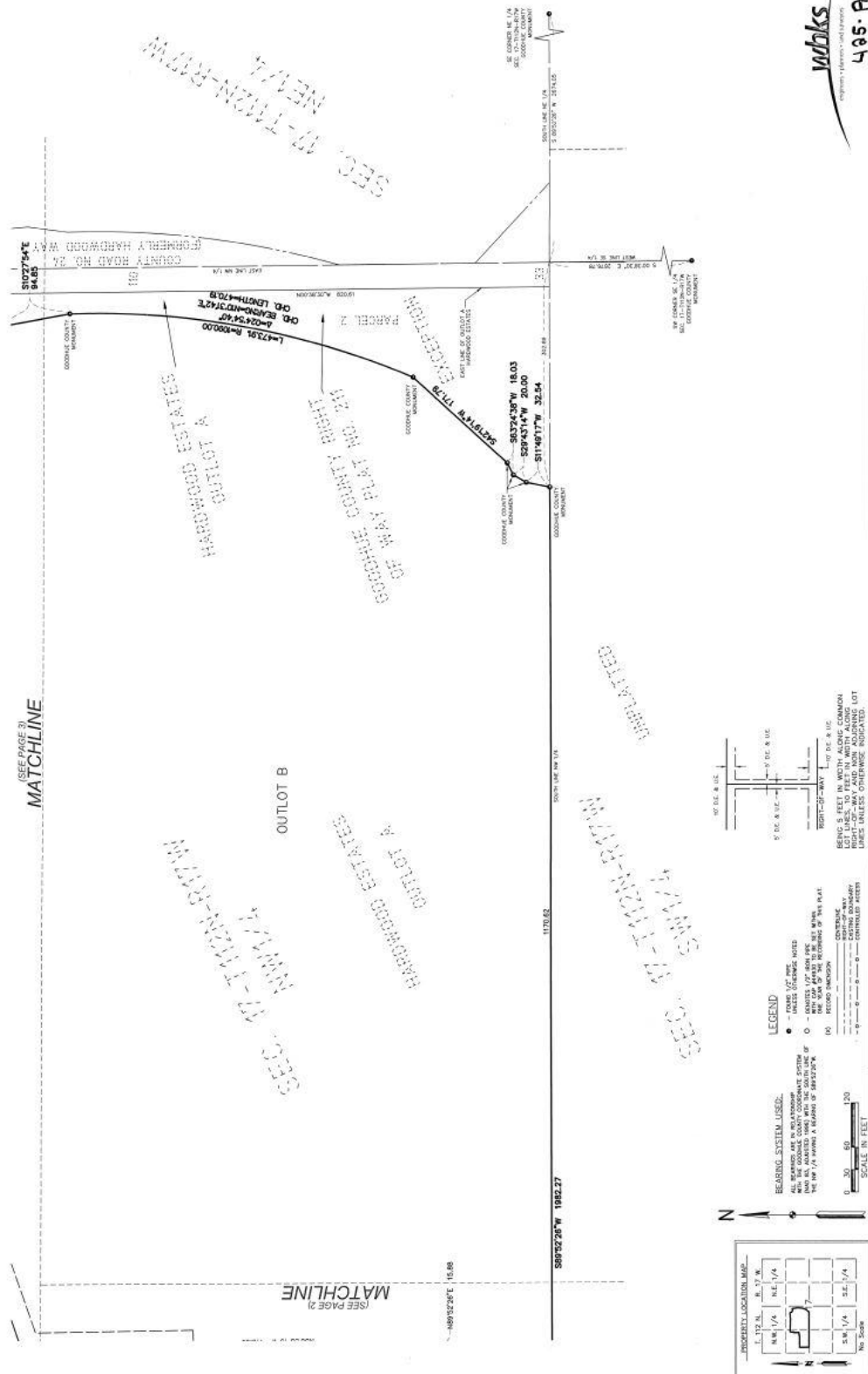


HARDWOOD ESTATES SECOND SUBDIVISION SHEET 2 OF 4

HARDWOOD ESTATES SECOND SUBDIVISION

OFFICIAL PLAN





[illegible]

EXHIBIT D

PUD PLAN

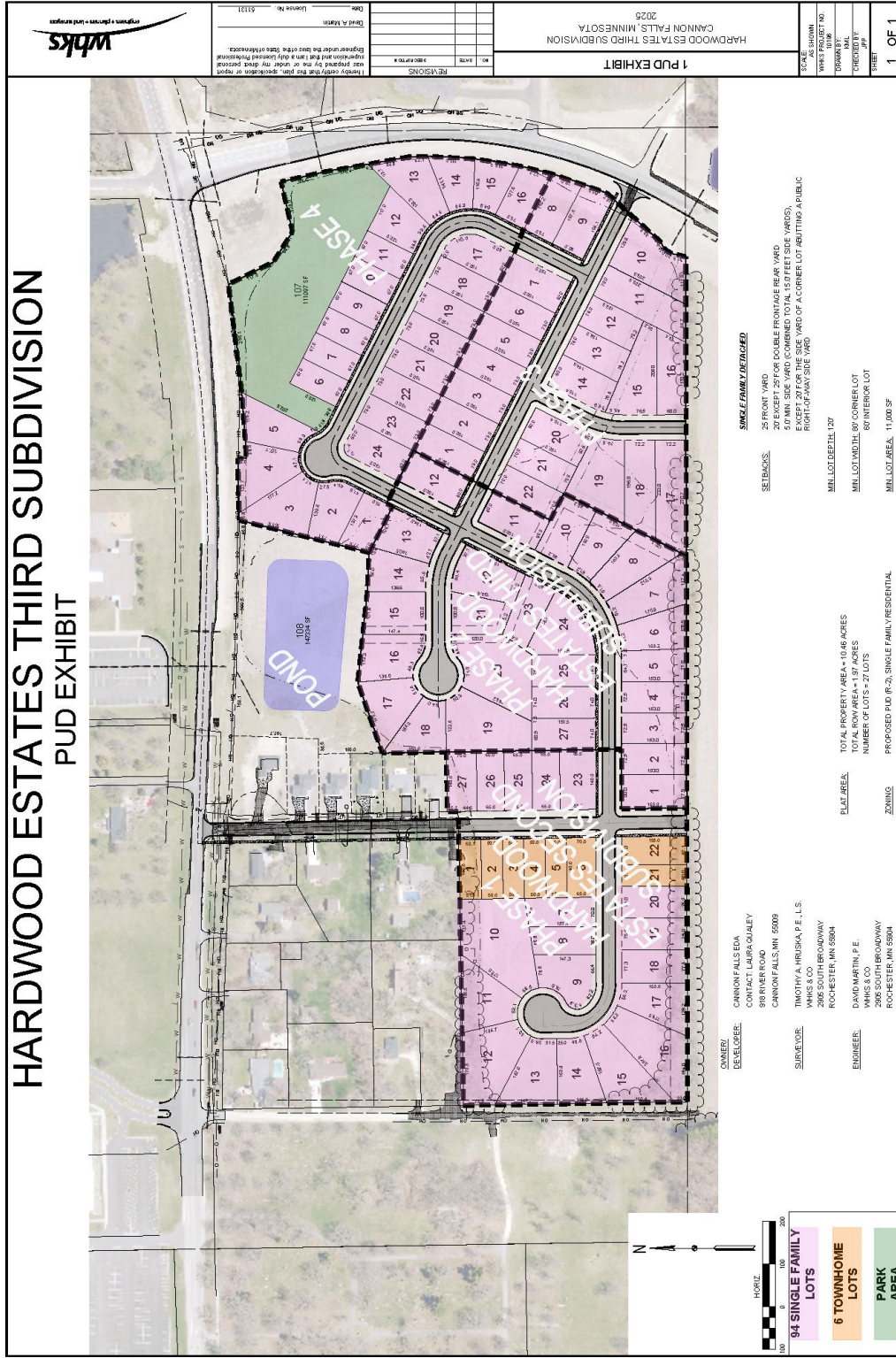


EXHIBIT E
RESOLUTION NO. 2813
CITY OF CANNON FALLS
GOODHUE COUNTY, MINNESOTA

RESOLUTION NUMBER 2813

**PRELIMINARY PLAT AND PUD PLAN FOR
HARDWOOD ESTATES THIRD SUBDIVISION**

WHEREAS, the Cannon Falls Economic Development Authority (“Developer”) owns and intends to continue the development of 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 1-6;

WHEREAS, on May 12, 2025, the Planning Commission held a public hearing recommending conditional approval of the Developer’s Preliminary Plat for a residential development attached hereto with related plans as Exhibit C 1-5 (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 May 20, 2025 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 the Preliminary plat and PUD plan approval for the Hardwood Estates Third 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. 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.

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

8. 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 3 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 3 below that must be met, to the satisfaction of the City, prior to or simultaneously with final plat approval.

3. 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 Third 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 Third Subdivision final plat;
- (e) City Council approval of the Developer's final plan for the PUD and Project;
- (f) City Council approval of the Hardwood Estates Third Subdivision final plat and Project;
- (g) The Developer shall comply with the recommendations of the City Engineer;
- (h) 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;
- (i) The conditional approvals granted by this Resolution apply only to the Property;
- (j) 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;
- (k) 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;
- (l) The Developer's satisfaction of all park dedication requirements for the Project prior to the City's release of the final plat; and
- (m) 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 20th day of May 2025.

Matt Montgomery, Mayor

ATTEST: _

Jon Radermacher, City Administrator

EXHIBIT F

RESOLUTION NO. 2820

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

RESOLUTION NUMBER 2820

**FINAL PLAT AND FINAL PUD PLAN FOR
HARDWOOD ESTATES THIRD SUBDIVISION**

WHEREAS, the Cannon Falls Economic Development Authority (“**Developer**”) owns and intends to develop a parcel 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 Third 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 July 15, 2025 meeting.

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

FINDINGS

1. On May 12, 2025, the Planning Commission held a public hearing and recommended conditional approval of Developer’s preliminary plat for a residential development, and Developer’s PUD plans.
2. On May 20, 2025, the City Council passed Resolution No. 2813 conditionally approving the Developer’s Hardwood Estates Third Subdivision preliminary plat and PUD plans
3. The Developer has submitted, for the City’s review and approval, the Hardwood Estates Third Subdivision Final Plat and PUD Final Plan attached hereto as **Exhibit C**.
4. 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.
5. The proposed subdivision of Property is governed by City Code Chapter 151.

6. The Developer, pursuant to City Code Chapter 151, submitted the Final Plat for the City's review and approval.

7. City Code § 151.090 (E) requires the Developer to enter into a Development Agreement, which must be recorded against the Property.

8. 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.

9. The proposed PUD is governed by City Code Chapter 152.

10. The Developer, pursuant to City Code Chapter 152, submitted the PUD Final Plan for the City's review and approval.

11. 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 Third 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 Third 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.

(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 Third 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 Third Subdivision PUD Agreement, subject to final review by the City Attorney, within thirty (30) days of the date of this Resolution. The Hardwood Estates Third 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.

(l) 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 August, 2025.

Matt Montgomery, Mayor

ATTEST: _____
Jon Radermacher, City Administrator

OFFICIAL PLAT

INSTRUMENT OF DEDICATION

Block 3 of HARDWOOD ESTATES SECOND SUBDIVISION.

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

Designed: CANNON ELLIS ECONOMIC DEVELOPMENT & UTILITY

Andrew Abbott, Chairman

Julian Goodwin, Treasurer

STATE OF MINNESOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Andrew Althoff, Chairperson and Luke Coorssen, Treasurer, of CANNON FALLS ECONOMIC DEVELOPMENT AUTHORITY, a Minnesota Corporation, on behalf of the corporation.

Notary Public _____ County, Minnesota

My Commission Expires _____

in witness whereof said GLENN M. MULVHILL, a single person, has hereunto set his hand and seal of office this _____ day of _____, 20____.

Glenn M. Muehl

STATE OF MINNESOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Glenn M. Nix III, a single person.

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__.

1954

CITY COUNCIL CITY OF CANNON FALLS, MINNESOTA

This Plat of HARDWOOD ESTATES THIRD 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 _____
Bx _____

COUNTY SURVEYOR

Pursuant to Chapter 369.08, laws of Minnesota, this plat has been checked and approved, this _____ day of _____, 20____.

Jeff Ecklund: Goodhum County Supervisor

GOODHUE COMMUNITY 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____.

Goodbye to Concrete & Steel Trusswork

GONDHIE COUNTY RECORDER

Document Number

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 as Document Number _____.

Gardnerville County Recorder

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and labeled the property described on this plat as the ARROWOOD ESTATES TRACT SUBDIVISION. That this plat is a correct representation of the same, and that the same is in accordance with the laws of the State of California, and that all the measurements are correctly shown on the plat, and that all the public ways are shown and labeled on the plat.

100

Timothy A. Hruka, Land Surveys

STATE OF MINNESOTA

STATE OF MINNESOTA

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

Location	County	City	State
1	Alameda	Alameda	Calif.
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100	Alameda	Alameda	Calif.

My Commission Expires

whks

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

HARDWOOD ESTATES 3rd SUBDIVISION
DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made this ____ day of _____, 2025 between the City of Cannon Falls, Minnesota, a Municipal Corporation (“the City”) and Cannon Falls Economic Development Authority (“Developer”). City and Developer may be referred to individually as “Party” or collectively as “Parties” throughout this Agreement.

RECITALS

1. Developer is the owner of the property to be known as Hardwood Estates 3rd Subdivision, legally described in EXHIBIT D.
2. Developer has requested permission to construct, at its own expense, certain public improvements within the proposed public right-of-way of the Property according to the plans and specifications prepared by WHKS, Inc., the plat of which is titled “Hardwood Estates 3rd Addition”, dated _____.
3. The City has the authority to execute agreements to make certain public improvements with developers, per the authorization provided in Minn. Stat. §§ 462.359 *et.seq.*
4. The City is willing to grant Developer permission to complete the proposed improvements at Developer’s own expense, provided the proposed improvements are completed in accordance with the terms of this Agreement and under the supervision of the City Engineer or his agents or representative, in addition to any terms and conditions required by any other developer undertaking this type of construction under contract with the City.

The Parties agree as follows:

ARTICLE I:
DUTIES, MAINTENANCE AND RELEASES

- 1.1 Developer's Obligations.** Developer shall furnish all materials, all necessary tools and equipment and shall do and perform all the work and labor necessary in the construction of the proposed improvements described in this Agreement and any exhibit hereto, and as recommended by the City Engineer and approved by the City Council.
- 1.2 Completion Date.** Developer shall complete all proposed improvements subject to this Agreement on or before _____, 2026 which shall include all infrastructure associated with construction, with the exception of the bituminous wear course which shall be completed by _____, 2027. If for some reason Developer is unable to complete proposed improvements by the date set forth above, Developer shall provide notice to the City as soon as is reasonably possible to negotiate an extension of the completion date by no more than thirty (30) days from the original date of completion.
- 1.3 Maintenance Ownership.** Developer shall be responsible for all maintenance work on the Property until such time the City accepts such improvements, at which time ownership of the Property shall transfer to the City. Developer shall guarantee the maintenance of all work performed and material furnished on the Property pursuant to this Agreement for a period of one (1) calendar year after the date of acceptance by the City.
- Developer is responsible to maintain all public ponds until such time that all phases utilizing such ponds for storm water treatment are completed and accepted by the City. Prior to acceptance by the City, all public ponds shall be cleaned out to meet the original design as needed. Upon acceptance of the public ponds, developer shall convey the corresponding outlot of the pond to the City as part of the Infrastructure Release Form. In lieu of cleaning out ponds at completion of construction, Developer may elect to construct the ponds deeper to provide additional sediment storage. If developer chooses this option, then engineering calculations with elevation data must be submitted for review and approval by the City. At the time of acceptance, the pond will be drained and surveyed and as built drawings will be provided to the City by the Developer's consulting civil engineer to determine if the extra volume has been exceeded. If the extra volume is exceeded by more than six inches, then pond cleaning will be required. Pond cleaning near the outlet pipes into the pond will be required if sediment has accumulated around the pipe outlet causing a sediment delta to form. Cleaning near the outlet pipe will be required if more than one foot of sediment has accumulated. This cleaning will occur even if the extra volume in the remainder of the pond has not been exceeded.
- 1.4 Erosion Control.** Developer shall construct permanent stormwater and quality control facilities within the property, as required by the MPCA NPDES construction stormwater permit and City standards.

Before the Property is disturbed, any utility is disrupted, or construction commences, the Stormwater Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and reviewed by the City Engineer. The City may exercise reasonable discretion after work has begun by imposing additional reasonable erosion control requirements (temporary or permanent) for maintenance purposes. All areas disturbed by demolition, grading, excavating and backfilling operations shall be restored in accordance with the SWPPP and MPCA NPDES permit for the site.

The parties recognize that time is of the essence in controlling erosion. If the Developer does not fully comply with the SWPPP or NPDES permit or with additional reasonable requirements imposed by the City in conformance with its Standards, the City may take immediate reasonable action deemed appropriate to control erosion. Except in cases of emergency, the City will notify the Developer three (3) days in advance (Sundays excluded) of any proposed action to control erosion. The Developer shall reimburse the City for all related costs the City has incurred for such preventive and/or emergency response actions to control erosion. Reimbursement shall be made to the City from the Developer within thirty (30) days of written notice by the City. Reimbursement will be actual costs incurred by the City. The City may draw on the Financial Guaranty to pay all such related costs. The City shall have the right to suspend all Development and withhold issuance of building permits if the Development is not conducted in accordance with the SWPPP and NPDES permit.

All areas disturbed by excavation, backfilling and stockpiling operations shall be reseeded after the completion of the work in that area. If Developer does not comply with the Erosion Control Plan schedule or any supplementary instructions, the City may, with reasonable notice, take action as appropriate.

The Developer will provide or perform the following related items regarding erosion:

- A. Inspect the stormwater ponds during the growing season and after every rainfall event exceeding four and one half (4.5) inches in forty-eight (48) hours to identify functional deficits, such as, but not limited to: sediment loading, erosion, or structural deterioration. Written inspection records will be kept and made available to the City upon request.
- B. In no event shall the design sediment storage volume of the stormwater ponds be reduced by more than fifty (50) percent by sediment loading.
- C. All structural and non-structural maintenance necessary to ensure the operational performance of the ponds shall be consistent with the parameters established by the approved design.
- D. The minimum intervals for necessary work to be performed as required maintenance of the stormwater ponds shall be:
 - a. Annual inspection of all structures, piping, graded berms, emergency overflows and vegetative cover.
 - b. Repairs as necessary and in a timely manner.
 - c. Removal of sediment, on an as needed basis and prior to the City taking ownership, to maintain compliance with the intended functionality based on the approved construction plans, City Standards and the MPCA

Construction Stormwater Permit.

- d. Vegetation management, including at a minimum keeping the stormwater ponds free of nonconforming (tall) grass and noxious weeds as per City Ordinance, and woody vegetation control to preserve the structural integrity of the stormwater pond.

1.5 Clean Up. Developer shall promptly clean up any and all dirt and debris deposited on public streets or public property as a result of construction activity as required in the SWPPP and NPDES permits.

1.6 Request for Release of Infrastructure. Once Developer gives notice by completing the Infrastructure Release Form in accordance with the approved plans the City, City Engineer, and/or City authorized consultants shall promptly conduct a final inspection of the Improvements and notify the Developer of any improvements that do not appear to conform to the approved Plans. If the Developer's improvements do not conform to the approved plans, or are later discovered to not conform to the plans, the City shall immediately notify the Developer and/or Representative of the need to repair or replace. The City may in cases of emergencies, proceed to remedy the noted default by Developer and in such cases of emergencies; the Developer hereby waives any and all rights to prior notice of default. Any cost incurred by the City to remedy the default shall be the financial obligation of the Developer and shall be reimbursed or paid to the City within thirty (30) days of receipt of a bill for such costs. Such billing shall include a detailed and itemized list of all costs incurred by the City.

Within thirty (30) days after the City's acceptance of the public infrastructure via the approval of the Infrastructure Release Form the Developer shall supply the City and City Engineer with a complete set of reproducible and digital files in AutoCAD format with As-Built plans in accordance with City Standards.

ARTICLE II: **COMPLIANCE, DEFAULT, INSURANCE** **INDEMNIFICATION AND SECURITY**

2.1 Compliance. In connection with the administration and performance of the improvements authorized by this Agreement, Developer shall comply and cause its agents and employees to comply with all federal, state and local laws together with all ordinances and regulations applicable to this Agreement and to the work to be performed hereunder.

2.2 Developer Default. In the event of default by Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expenses incurred by the City, provided that Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than three (3) working days in advance. This Agreement is a license for the City to enter the land and act, and it shall not be necessary

for the City to seek a Court order for permission to enter the land to perform the work addressed herein. When the City does any such work, the City may, in addition to its remedies, assess the cost in whole or in part against the benefited properties in the Plat.

2.3 Insurance. Developer shall, at its own expense, maintain the following insurance policies, naming its City Engineering Consultant, WHKS & Co. as an additional insured and filing such policy of insurance, or a certificate of insurance with the City Clerk:

2.3.1 General liability insurance, with bodily injury limits of at least One Million Dollars and No Cents (\$1,000,000.00) and property damage of at least Two Hundred Thousand Dollars and No Cents (\$200,000.00);

2.3.2 Auto insurance on all vehicles required to perform under this Agreement with bodily injury limits of at least One Million Dollars and No Cents (\$1,000,000.00) and property damage limits of at least Two Hundred Thousand Dollars and No Cents (\$200,000.00); and

2.3.3 Worker's compensation coverage.

2.5 Cancellation of Insurance. All policies of insurance shall be endorsed to indicate that in the event of cancellation or termination of any insurance policy described in Section 2.4, the City of Cannon Falls is to receive thirty (30) days written notice of company's intention to cancel or terminate such policy.

2.6 Subcontractors. In the event that all or a portion of the proposed improvements under this Agreement is to be done by Developer through a subcontractor(s), it shall be the responsibility of the Developer to determine and require that such subcontractor(s) meet all compliance and insurance requirements as set forth as Sections 2.2 and 2.4 of this Agreement.

2.7 Indemnification. Developer shall defend, indemnify, save and hold harmless the City and its consultants, agents and employees from and against any and all claims, demands, liabilities, actions or causes of action, of any nature of character, arising in any manner out of or in connection with this Agreement and the performance of the work or services or failure to perform the work or services by Developer or its agents.

ARTICLE III: **APPROVALS, ASSESSMENTS, AND FEES**

3.1 Access. Developer shall provide the City with reasonable access to the Property for inspection purposes. City shall provide a final inspection of the Property no later than Ten (10) days after the completion of the proposed improvements and after receipt of the completed "Infrastructure Release Form" application.

3.2 Construction Observation. WHKS & Co., Professional Engineers, shall observe the construction of all public infrastructure and provide confirmation to the City that the construction is in conformance with the plans and specifications. WHKS shall also arrange for soil and material testing of all public infrastructure through a geotechnical testing company. Deposit shall be to the City as work progresses with a total fee of \$ _____. The estimate is based on assumed standard contractor production rates and weather conditions. If contractor takes longer than anticipated for the project then fees will be adjusted accordingly.

3.3 Deferred Assessments. There shall be no lands benefited by the proposed improvements authorized by this Agreement that are subject to deferred assessments.

3.4 Reimbursement. City shall not reimburse Developer for installation of oversized pipes or other such activities.

3.5 Parkland Dedications. Developer will dedicate parkland to the City as shown on attached Exhibit A. This parkland dedication will cover all future phases of Hardwood Estates

3.6 Storm Sewer Fees. Developer shall create stormwater ponds to serve the property at developer's expense. Exhibit A will show no fees required.

3.8 Sewer Availability Charges. The sewer availability charges for the Property shall be identified in the Final Plat Fee Schedule, attached to this Agreement as Exhibit A. Exhibit A will show no fees required.

3.9 Water Availability Charges. The water availability charges for the Property shall be identified in the Final Plat Fee Schedule, attached to this Agreement as Exhibit A. Exhibit A will show no fees required.

3.10 Street Signs/Street Lights. The developer is responsible for the installation of street lights per the plan submitted by Xcel Energy dated _____.

Developer will be invoiced for signs furnished and installed in the public right-of-way in accordance with the approved current year Fee Schedule. The City will furnish, install and maintain all signage that is placed in the public right-of-way.

3.13 USPS Cluster Boxes. Cluster boxes meeting requirements set forth in the U.S. Postal Service National Delivery Planning Standards A Guide for Builders and Developers must be installed prior to any homes being issued Certificates of Occupancy.

ARTICLE IV: **GENERAL PROVISIONS**

4.1 Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the complete, final and exclusive embodiment of the entire agreement between the

Parties. This Agreement supersedes any other such promises, warranties, or representations and any other written or oral statement concerning the Parties rights to any compensation, equity, legal right, or benefits relating to the subject matter of this Agreement.

4.2 Counterparts. This Agreement may be executed in one (1) or more duplicated counterparts, each of which shall be deemed an original and part of the complete Agreement.

4.3 Notice. Any notice of other communication required or permitted under this Agreement will be effective only if it is in writing and delivered personally or sent by fax, e-mail, or certified mail, postage prepaid, addressed as follows:

If to the City:

Jon Radermacher, City Administrator
918 River Road
Cannon Falls, MN

If to Developer:

Cannon Falls EDA
Attn: Laura Qualey
918 River Road
Cannon Falls, MN

4.4 Governing Law. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Minnesota without regard to any conflict of laws principles that would require the application of laws of a different state.

4.5 Venue. The Parties shall be subject to the exclusive jurisdiction of the Federal and state courts of the State of Minnesota in any suit or proceeding arising out of or relating to this Agreement.

4.6 Assignment. Neither Party may assign this Agreement or assign any rights or delegate any obligation under this Agreement without the other Party's written consent, not to be unreasonably withheld, except that such Party may assign this Agreement, without the other Party's written consent pursuant to a merger, acquisition, or sale of all or substantially all of such Party's assets relating to this Agreement. Any attempt or purported assignment in violation of this section will be null and void.

4.7 Amendment. No amendments or variations to the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

4.8 Severability. If any provision of this Agreement is determined invalid or

unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement. The court may modify the provision(s) in question in order to be rendered enforceable in a manner consistent with the intent of the Parties.

The Parties have read, understand and agree to the terms and conditions set out in this Agreement dated this _____ day of _____, 20____.

City of Cannon Falls

Developer

By: _____
Matt Montgomery
Mayor, City of Cannon Falls

By: _____
Andrew Althoff
President, EDA of Cannon Falls

By: _____
Jon Radermacher
City Administrator

By: _____
Diane Johnson
Secretary, EDA of Cannon Falls

EXHIBIT A: FINAL PLAT FEE SCHEDULE

Fees are based on 27 lots in the Subdivision.

Final Plat Fees: N/A

Parkland Fees: N/A

Storm Sewer Fee: N/A

Water Availability Charge: Collected with individual building permit

Sewer Availability Charge: Collected with individual building permit

Street Signs: \$1,000(estimated). Final amount based on actual.

Construction Observation Fee (WHKS): \$_____

Total Final Plat Fees: \$ _____

EXHIBIT B: RELEVANT DOCUMENT LIST

The following are a list of the corresponding documents and contracts pertaining to this Agreement.

1. Preliminary and Final Plat
2. Approved plans and specifications from WHKS dated _____-2025
3. Drainage Agreements or Easements for stormwater discharge
4. MDH Water Permit
5. MPCA Sanitary Sewer Extension Permit
6. NPDES Construction Stormwater Permit
7. Goodhue County Approval Letter
8. _____

EXHIBIT C: SUBDIVISION PUBLIC IMPROVEMENTS SECURITY REQUIREMENTS.

Fees will be honored for one construction season

City Engineering (Construction Observation) \$ _____
Legal, Administrative, Expense \$ _____
& Miscellaneous \$ _____

TOTAL \$ _____

EXHIBIT D

LEGAL DESCRIPTION

That part of Outlot B of HARDWOOD ESTATES SECOND, described as follows:

Beginning at the southwest corner of said Outlot B; thence North 00 degrees 07 minutes 34 seconds West, (Note: All bearings are in relationship with the Goodhue County Coordinate System NAD '83, Adjusted 1996), along the east line of Block 3 of HARDWOOD ESTATES SECOND, 153.00 feet to the south right-of-way line of Maple Lane; thence North 89 degrees 52 minutes 26 seconds East, along said south right-of-way line, 15.88 feet; thence North 00 degrees 55 minutes 43 seconds West, along the east line of Block 2 of HARDWOOD ESTATES SECOND and Block 1 of HARDWOOD ESTATES, 560.56 feet; thence North 70 degrees 52 minutes 17 seconds East, along the south line of Outlot A of HARDWOOD ESTATES SECOND, 175.71 feet; thence South 84 degrees 01 minutes 20 seconds East, along said south line, 213.63 feet; thence South 87 degrees 07 minutes 55 seconds East, along said south line, 92.01 feet; thence South 63 degrees 02 minutes 24 seconds East, 120.00 feet; thence North 26 degrees 57 minutes 36 seconds East, 16.02 feet; thence South 63 degrees 02 minutes 24 seconds East, 140.00 feet; thence South 26 degrees 57 minutes 36 seconds West, 360.00 feet; thence South 63 degrees 02 minutes 24 seconds East, 70.00 feet; thence South 26 degrees 57 minutes 36 seconds West, 321.99 feet to a point on the south line of said Outlot B; thence South 89 degrees 52 minutes 26 seconds West, along said south line, 469.04 feet to the Point of Beginning and there terminating. AND Block 3 of HARDWOOD ESTATES SECOND.

Containing 10.46 acres, more or less.