

**Cascade Township Planning Commission**



***October 21, 2014***

**7:00 PM**

**Cascade Town Hall**

**2025 75<sup>th</sup> St. NE**

**Agenda**

<b><u>Time</u></b>	<b><u>Topic</u></b>	<b><u>Presenters</u></b>	<b><u>Attachments</u></b>	<b><u>Purpose</u></b>
7:00 PM	<b>Call to Order</b>	Chair, Char Brown		
	<b>Roll Call</b>	Scribe, tbd		Establish a quorum
	<b>Pledge of Allegiance</b>	Chair, Char Brown		
	<b>Introduction of New Planning Commission Member</b>	Chair, Char Brown		
	<b>Discuss Appointment of New Planning Commission Scribe</b>	Commissioners		
	<b>Announcement of Agenda</b>	Chair, Char Brown		Adjust agenda, as necessary
	<b>Approval of Minutes</b>	Scribe, tbd	Not available	Establish a factual record
Limit 5 min per participant	<b>Call to the Audience</b>	Public Participants		Comments permitted on any topic not the subject of a public hearing
5 min	<b>Status of Majestic Meadows Variance Requests</b>	Chair, Char Brown		Information
Time limits as announced	<b>Public Hearings</b> <ul style="list-style-type: none"><li>- <b>Majestic Meadows Final Plat</b></li><li>- <b>Zone Change Request by Wilmar Investments LLC</b></li></ul>	All present will have an opportunity to speak	 MM_FinalPlat_StaffReview[2].pdf  Mathy_RezoneReport_Cascade[2].pdf	Obtain public testimony and comment
	<b>Update from the Town Board</b>	Town Board Rep, Arlen Heathman		Information exchange
	<b>Unfinished Business</b> <ul style="list-style-type: none"><li>- <b>Update re. Medical Stay Facility Regulations</b></li></ul>	Commissioners		Decisions and actions
	<b>New Business</b>	Commissioners		Decisions and actions
	<b>Round-the-table</b>	Commissioners		Open forum
Limit 5 min per participant	<b>Second Call to the Audience</b>	Public Participants		Comments permitted on any topic not the subject of a public hearing
	<b>Adjournment</b>	All		

**Note Items**

- 1.) Construction storm water requirements
- 2.) Medical Stay Facility regulations
- 3.) Revise Subdivision Ordinance to align w/ Olmsted County and modify open space requirement

4.) Post Construction Storm Water Ordinance (tentative)
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**Voting Members:**

Char Brown		Daniel Frissora		Arlen Heathman		Jim Evans	
Chuck Masog							

**Ex Officio Non-voting Members:**

Michael Brown		Roger Ihrke		David Meir			
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0 = absent

**MAJESTIC MEADOWS  
HOMEOWNERS ASSOCIATION, INC.  
BY-LAWS**

**SECTION 1  
GENERAL**

The following are the By-Laws of **Majestic Meadows Homeowners Association, Inc.**, a Minnesota nonprofit corporation (the "Association"). The Association is organized for the purpose of operating and managing certain storm water facilities located within the plat of Majestic Meadows, Olmsted County, Minnesota.

**SECTION 2  
MEMBERSHIP**

2.1 Ownership Defined. All Persons who own a lot in the Plat of Majestic Meadows, Olmsted County, Minnesota shall be members of the Association. No Person shall be a member solely by virtue of holding a security interest in a Lot. A Person shall cease to be a member at such time as that Person is no longer an Owner of a Lot.

2.2 Registration of Owners and Occupants. Each Owner shall register with the Secretary of the Association, in writing, within 30 days after taking title to a Lot, (i) the name and address of the Owners of a Lot (ii) the nature of such Owner's interest or estate in each Lot owned; (iii) the address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Lot address; (iv) the name and address of the secured party holding the first mortgage on the Lot, if any; and (v) the name of the Owner, if there are multiple Owners of the Lot, who shall be authorized to cast the vote with respect to the Lot. The Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information.

2.3 Transfers. The interests, rights and obligations of an Owner in the Association may be assigned, pledged, encumbered or transferred, but only along with and as a part of the title to the Owner's Lot.

**SECTION 3  
VOTING**

3.1 Entitlement. Votes shall be allocated to each Lot.

3.2 Authority to Cast Vote. At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Lot owned by the Owner. If there is more than one Owner of a Lot, only one of the

Owners may cast the vote. If the Owners of a Lot fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2, the vote shall not be cast.

3.3 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Lot and be counted as present at any meeting of the Owners by executing a written proxy naming another Person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an owner shall remain in effect until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective, (ii) eleven months after the date of the proxy, unless otherwise provided in the proxy, or (iii) the time at which the granting Owner is no longer an Owner.

3.4 Voting by Mail Ballot. The entire vote on any issue, except the removal of directors, may be determined by mailed ballots, subject to the following requirements:

- a. The notice of the vote shall: (i) clearly state the proposed action, (ii) indicate the number of responses needed to meet the quorum requirements, (iii) state the percentage of approvals necessary to approve each matter, other than election of directors, and (iv) specify the time by which a ballot must be received by the Association in order to be counted.
- b. The ballot shall: (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.
- c. The Board of Directors shall set the time for the return of ballots, which shall not be less than 15 nor more than 30 days after the date of mailing of the ballots to the Owners. The Board of Directors shall provide notice of the results of the vote to the Owners within 10 days after the expiration of the voting period.
- d. Approval by written ballot under this Section is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

3.5 Vote Required. A majority of the votes cast at any properly constituted meeting of the Owners, or cast by mail in accordance with Section 3.4, shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the Articles of Incorporation of the corporation or by law. The term "majority" as used herein shall mean in excess of 50% of the votes cast at a meeting. Cumulative voting shall not be permitted.



## **SECTION 4**

### **MEETINGS OF OWNERS**

4.1 Place. All meetings of the Owners shall be held at the office of the Association or at such other place in the State of Minnesota reasonably accessible to the Owners as may be designated by the Board of Directors in any notice of a meeting of the Owners.

4.2 Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board of Directors. At each annual meeting of the Owners, (i) the persons who are to constitute the Board of Directors shall be elected pursuant to Section 6, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

4.3 Special Meetings. Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners shall be called by the President or Secretary within 30 days following receipt of the written request of a majority of the members of the Board of Directors or of Owners entitled to cast at least 25% of all the votes in the Association. The meeting shall be held within 90 days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes.

4.4 Notice of Meetings. At least 21, but no more than 30, days in advance of any annual meeting of the Owners, and at least 7, but no more than 30, days in advance of any special meeting of the Owners, the Secretary shall send, to all persons who are Owners as of the date of sending the notice, notice of the time, place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Lot address or to such other address as the Owner may have designated in writing to the Secretary. Notice of meetings to vote upon amendments to the Articles of Incorporation shall also be given separately to each officer and director of the Association.

4.5 Quorum/Adjournment. The presence of Owners in person or by proxy, who have the authority to cast in excess of fifty percent (50%) of all the votes in the Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. Any meeting may be adjourned from time to time, but until no longer than 15 days later, without notice other than announcement at the meeting as initially called. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any

Owner previously in attendance in person or by proxy. The Association may not be counted in determining a quorum as to any Lot owned by the Association.

4.6 Voting Register. The Secretary shall have available at the meeting a list of the Lot numbers, the names of the Owners, the vote attributable to each Lot and the name of the person (in the case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The agenda for meetings of the Owners shall be established by the Board of Directors, and shall be sent to all Owners along with the Notice of the meeting.

## **SECTION 5 ANNUAL REPORT**

The Board of Directors shall prepare an annual report on behalf of the Association to be mailed or delivered to each Owner together with the notice of the annual meeting. The report shall contain at a minimum:

- a. A statement of any capital expenditures in excess of two percent of the current budget or \$5,000, whichever is greater, approved by the Association for the current year or succeeding two fiscal years.
- b. A statement of the balance in any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors.
- c. A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year.
- d. A statement of the status of any pending litigation or judgments to which the Association is a party.
- e. A statement of the insurance coverage provided by the Association.
- f. A statement of the total past due assessments on all Lots, current as of not more than 60 days prior to the date of the meeting.

## **SECTION 6 BOARD OF DIRECTORS**

6.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors. The first Board of Directors shall consist of the persons designated as directors in the Articles of Incorporation of the Association or appointed to replace them by the Declarant, subject to the rights of Owners to elect directors as set forth in Section 6.2. Upon the expiration of the terms of the members of the first Board of Directors, the Board of Directors shall be composed of three (3)

directors, a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a corporation, partnership, limited liability company, trust or other entity which has the capacity to hold title to real estate.

6.2 Term of Office. The terms of office of the members of the Board of Directors shall be as follows:

- a. Subject to Subsection b, the terms of all directors appointed by Declarant as authorized by the Declaration shall terminate upon the earliest of (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75% of the total number of Lots authorized to be included in the corporation or (iii) the date five (5) years following the date of the first conveyance of a Lot to an Owner other than a Declarant. The term of office of any director elected to the first Board of Directors by Owners other than the Declarant shall terminate at the same time as those appointed by Declarant.
- b. Notwithstanding the provisions of Subsection a, the Owners other than Declarant shall have the right to nominate and elect not less than 33 1/3% of the directors at a meeting of the Owners held within 60 days following the conveyance by Declarant of 50% of the total number of Lots authorized to be included in Majestic Meadows.
- c. The first terms of office of the directors elected by the Owners immediately following the termination of the terms provided for in Subsection a. shall be two years. A number of nominees equal to the number of vacancies, and receiving the greatest numbers of votes, shall be elected, notwithstanding that one or more of them do not receive a majority of the votes cast. A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these By-Laws. There shall be no cumulative voting for directors.

6.3 Nominations. Nominations for election to the Board of Directors shall be made by a nominating committee appointed by the Board of Directors, or from the floor at the annual meeting or by "write-in" if authorized by the Board.

6.4 Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the owners) by law. The powers of the Board of Directors shall include, without limitation, the power to:

- a. adopt, amend and revoke Rules and Regulations not inconsistent with the Articles of Incorporation and these By-laws, as follows: (i) regulating the use of the storm water facilities; and (ii) regulating the use of the Lots, and the conduct of Owners and Occupants, which may damage the storm water facilities;
- b. adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Owners;
- c. hire and discharge managing agents and other employees, agents, and independent contractors;
- d. institute, defend, or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Owners on matters affecting the Storm water facilities.
- e. make contracts and incur liabilities;
- f. regulate the use, maintenance, repair, replacement and modification of the storm water facilities;
- g. cause improvements to be made to the storm water facilities;
- h. acquire, hold, encumber, and convey in its own name any right, title, or interest to personal property;
- i. impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Articles of Incorporation, these By-laws and the Rules and Regulations;
- j. impose reasonable charges for the review, preparation and recordation of amendments to the Articles or By-Laws, statements of unpaid assessments, or furnishing copies of Association records;
- k. provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- l. provide for reasonable procedures governing the conduct of meetings and the election of directors;
- m. appoint, regulate and dissolve committees;
- n. exercise any other powers conferred by law or the Articles of Incorporation, or which are necessary and proper for the governance of the Association.

6.4.1 Limitations of Powers.

- a. The Board may not act unilaterally to amend the Articles of Incorporation, to elect directors to the Board, or to determine the qualifications, powers and duties or the term of office of directors. The board may fill vacancies in its membership created other than by removal by the vote of the Association members for the unexpired portion of any term.

6.5 Meetings and Notices. An annual meeting of the Board of Directors shall be held promptly following each annual meeting of the Owners. At each annual meeting the officers of the Association shall be elected.

- a. Regular meetings of the Board of Directors shall be held at least on a yearly basis, at such times as may be fixed from time to time by a majority of the members of the Board of Directors. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors.
- b. Special meetings of the Board of Directors shall be held when called (i) by the President of the Association, or (ii) by the Secretary, within ten (10) days following the written request of any two (2) directors. Notice of any special meeting shall be given to each director not less than three (3) days in advance thereof. Notice to a director shall be deemed to be given when deposited in the United States mail postage prepaid to the Lot address of such director, or when personally delivered, orally or in writing, by a representative of the Board of Directors.
- c. Any director may at any time waive notice of any meeting of the Board of Directors orally, in writing, or by attendance at the meeting. If all the directors are present at a meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.
- d. Except as otherwise provided in this subsection, meetings of the board of directors must be open to the lot owners. To the extent practicable, the board shall give reasonable notice to the lot owners of the date, time and place of a board meeting. Meetings may be closed to discuss the following: (i) personnel matters; (ii) pending or potential litigation, arbitration or other potentially adversarial proceedings, between lot owners, between the board or association and lot owners, or other matters in which any lot owner may have an adversarial interest, if the board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the board or association or the privacy of a lot owner or occupant of a lot; or (iii) criminal activity arising within the real estate upon which the storm water facilities are located if the board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

6.6 Quorum and Voting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

6.7 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors.

6.8 Vacancies. A vacancy in the Board of Directors shall be filled by a person elected within 15 days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number; except for vacancies created pursuant to Sections 6.2 and 6.9 of this Section. Each person so elected shall serve out the term vacated.

6.9 Removal. A director may be removed from the Board of Directors, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided, (i) that the notice of the meeting at which removal is to be considered states such purposes, (ii) that the director to be removed has a right to be heard at the meeting and (iii) that a new director is elected at the meeting by the owners to fill the vacant position caused by the removal. A director may also be removed by the Board of Directors if such director (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve month period or (ii) is more than 60 days past due with respect to assessments on the director's Lot. Such vacancies shall be filled by the vote of the Owners as previously provided in this Section.

6.10 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services in such capacity. A director, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

6.11 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds may be obtained and maintained on all directors and officers authorized to handle the Association's funds and other monetary assets.

## **SECTION 7 OFFICERS**

7.1 Principal Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. A person may hold more than one office simultaneously, except those of President and Vice President. Only the President and Vice President must be members of the Board of Directors.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for the purpose.

7.4 President. The President shall be the Chief Executive Officer of the Association, and shall preside at all meetings of the board of Directors and the Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

7.5 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

7.6 Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Board of Directors and the Association. The Secretary shall be responsible for keeping the books and records of the Association, and shall give all notices required by the Articles of Incorporation and these By-laws, unless directed otherwise by the Board of Directors. The Board of Directors may delegate the Secretary's administrative functions to a managing agent; provided that such delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties.

7.7 Treasurer. The Treasurer shall have responsibility for all financial assets of the Association, and shall be covered by a bond or insurance in such sum and with such companies as the Board of Directors may require. The Treasurer shall be responsible for keeping the Association's financial books, assessment rolls and accounts. The Treasurer shall cause the books of the Association to be kept in accordance with customary and accepted accounting practices and shall submit them to the Board of



Directors for its examination upon request. The Treasurer shall cause all moneys and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board of Directors, shall cause the funds of the Association to be disbursed as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate the Treasurer's administrative functions to a managing agent; provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

7.8 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, officers of the Association shall receive no compensation for their services in such capacity. An officer, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

## **SECTION 8**

### **OPERATION OF THE FACILITIES**

8.1 Assessment Procedures. The Board of Directors shall, at least thirty (30) days prior to the first day of the Association's fiscal year, prepare a budget of Common Expenses for the Association and assess and levy such Common Expenses against the Lots according to their respective Common Expense liability as set forth in the Articles of Incorporation. The annual budget shall include a general operating reserve, and an adequate reserve fund for maintenance, repair and replacement of the storm water facilities and parts of the Lots that must be maintained, repaired or replaced by the Association on a periodic basis.

- a. The Board of Directors shall fix the amount of the annual assessment against each Lot and advise the Owners in writing of the assessment at least thirty (30) days prior to the date when the first installment thereof is due. The failure of the Board of Directors to timely levy an annual assessment shall not relieve the Owners of their obligation to continue paying assessment installments in the amount currently levied, as well as any increases subsequently levied.
- b. If an annual assessment proves to be insufficient, the budget and assessments thereof may be amended, or a special assessment levied, by the Board of Directors at any time. The levy shall be deemed to occur upon the date specified in the resolution which fixes the assessment.
- c. The Association shall furnish copies of each budget on which the Common Expenses and the assessment are based to an Owner, upon request of such persons.



8.2 Payment of Assessments. Annual assessments shall be due and payable in monthly installments or annually, and special assessments shall be due when designated by the Board of Directors. All Owners shall be absolutely and unconditionally obligated to pay the assessments levied pursuant to the Articles of Incorporation and these By-laws. No Owner or Occupant shall have any right of withholding, offset or deduction against the Association with respect to any assessments, or related late charges or costs of collection. Any rights or claims alleged by an Owner, may be pursued only by separate action.

8.3 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any assessment or installment thereof is due, subject to such grace periods as may be established, the Board of Directors may assess, and such Owner shall be obligated to pay, a late charge for each such unpaid assessment or installment thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in collecting any such unpaid assessment.

- a. If there is a default of more than thirty (30) days in payment of any assessment, the Board of Directors may accelerate any remaining installments of the assessment upon prior written notice thereof to the Owner, and the entire unpaid balance of the assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.
- b. The Board of Directors shall have the right and duty to attempt to recover all assessments for Common Expenses, together with any charges, attorney's fees or expenses relating to the collection thereof.
- c. Upon written request of an Owner of a Lot or a Mortgagee of such Lot, notice of a default of more than thirty (30) days in payment of any assessment or installment of an assessment for Common Expenses or any other default in the performance of obligations by the Owner shall be given in writing to such Mortgagee.
- d. The rights and remedies referred to herein shall in no way limit the remedies available to the Association by law.

8.4 Foreclosure of Liens for Unpaid Assessments. The Association has the right to foreclose a lien against a Lot for assessments imposed by the Association as provided by Minnesota law.

8.5 Records. The Board of Directors shall cause to be kept at the registered office of the Association, and at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Owners of the Association, names of the Owners, and detailed and accurate records of the receipts and expenditures of the Association. All Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners upon

reasonable notice and during normal business hours. Separate accounts shall be maintained for each Lot setting forth the amount of the assessments against the Lot, the date when due, the amount paid thereon and the balance remaining unpaid.

8.6 Enforcement of Obligations. All Owners and Occupants and their guests are obligated and bound to observe the provisions of the Articles of Incorporation, these By-laws, and the Rules and Regulations. The Association may impose any or all of the charges, sanctions and remedies authorized herein or by law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

## **SECTION 9 AMENDMENTS**

These By-Laws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

9.1 Approval. The amendment must be approved by Owners who have authority to cast in excess of fifty (50%) of the total votes in the Association, in writing or at a duly held meeting of the Owners; and

9.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U. S. Mail, or hand delivered, to all Owners authorized to cast votes; and

9.3 Effective Date; Recording. The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded. If recorded, the amendment shall be recorded in the office of the Olmsted County Recorder.

## **SECTION 10 INDEMNIFICATION**

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to the provisions of Minnesota Statutes 317A.521.

## **SECTION 11 MISCELLANEOUS**

11.1 Notices. Unless specifically provided otherwise in the Articles of Incorporation or these By-Laws, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 shall be effective upon receipt by the Association.

11.2 Severability. The invalidity or unenforceability of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or affect of the balance of these By-Laws.

11.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or prescribe the scope of these By-Laws or the intent of any provision hereof.

11.4 Conflicts in Documents. In the event of any conflict among the provisions of the Articles of Incorporation, and the By-Laws or the Rules and Regulations, the Articles of Incorporation shall control unless it permits the other documents to control. As among the By-Laws and Rules and Regulations, the By-laws shall control.

11.5 Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.6 No Corporate Seal. The Association shall have no corporate seal.

11.7 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

The undersigned hereby executes these By-Laws and certifies that they were adopted by Majestic Meadow Homeowners Association, Inc., a non-profit corporation incorporated under the laws of the State of Minnesota, effective as of the date hereof.

\_\_\_\_\_  
Craig Johnson-President

Attest:

\_\_\_\_\_  
Terry Johnson -Secretary

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**ARTICLES OF INCORPORATION  
OF  
MAJESTIC MEADOWS  
HOMEOWNERS ASSOCIATION, INC.**

The undersigned for the purpose of forming a corporation pursuant to the provisions of the Minnesota Non-Profit Corporation Act, Minnesota Statutes, Chapter 317A, adopt the following Articles of Incorporation:

**ARTICLE I**

The name of this corporation shall be “**Majestic Meadows Homeowners Association, Inc.**”

**ARTICLE II**

This corporation is organized and shall be operated for the purpose of managing the maintenance, repair and replacement of certain storm water facilities located on real estate described as :pts 1. 2, 3, 4, 6, 7 and 8, Block 1, Majestic Meadows, Olmsted County, Minnesota.

Such purposes shall include, but shall not be limited to, the following:

- (a) To maintain, manage and administer the storm water facilities.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from lot owners and to use the proceeds thereof for the purposes of maintaining and operating the association and the storm water facilities.
- (c) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance and administration of the storm water facilities.
- (d) To own, maintain, improve, buy, sell, convey, assign, mortgage or lease real and personal property and to borrow money or issue evidences of indebtedness in furtherance of any or all of the within objects, and to secure the same by mortgages, pledges or other liens.
- (e) To carry and to maintain insurance pertinent to the activities of the Corporation, as well as on any personalty of the corporation; to collect all premiums and charges for the same from the members.
- (f) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the storm water facilities.
- (g) To exercise such other powers which are consistent with the foregoing purposes and which are afforded the Corporation by the Minnesota Non-Profit Corporation Act and any further laws amendatory thereof and supplementary thereto.

### **ARTICLE III.**

This Corporation does not and shall not, incidentally or otherwise, afford pecuniary gain to, nor shall any part of the net earnings of the corporation inure to the private benefit of its members, directors, or officers; provided, however, that this Corporation may pay to its members, directors and officers out-of-pocket expenses incurred in the performance of their duties, and may lease and purchase from, sell to and otherwise deal with, its members, directors, officers and others in real and personal property situated in Olmsted County, Minnesota, and may hire members, with approval, to perform professional services, i.e. accountant or attorney.

### **ARTICLE IV.**

The period of duration of this corporation shall be perpetual.

#### **ARTICLE V.**

All owners of the lots in **Majestic Meadows, Olmsted County, Minnesota** shall be members of the Corporation. No owner of any lot may be excluded, expelled or otherwise prohibited from being a member and participating in the Corporation except as provided by the By-Laws of the Corporation.

#### **ARTICLE VI.**

Each member shall be entitled to one vote at all meetings. Proxies shall be honored provided that the written designation of the proxy has been given to the Secretary prior to the meeting at which the proxy is to act and provided further that no proxy shall be valid after the expiration of eleven (11) months, unless otherwise indicated in the proxy designation. The designation of any proxy shall be revocable at any time by giving written notice to the Secretary. All proxies shall automatically terminate upon the sale of the lot entitling the proxy to act. The vote allocated to a lot shall not be split or otherwise cast separately by the several owners of a lot. The vote for a lot which has several owners shall be cast by the individual named in a certificate signed by all of the owners of the lot and filed with the Secretary of the corporation. Such certificate shall be valid until revoked by a subsequent certificate. Any dispute between or among several owners of a lot regarding the execution of said certificate or who is the individual to cast the vote allocated to that lot, shall be decided by the Board of Directors. No member's right to vote may be canceled for any reason except as provided in the By-Laws of the Corporation and Townhome Declaration.

## **ARTICLE VII.**

The registered office of the Corporation in the State of Minnesota shall be located at 3950 Cedarwood Road NE Rochester, Minnesota, 55906.

## **ARTICLE VIII.**

Voluntary dissolution shall require the approval of members to which at least eighty percent (80%) of the votes in the Corporation are allocated. Provided, however, that such dissolution shall not occur without the express, written permission of Cascade Township.

## **ARTICLE IX.**

The name and address of the incorporators, who are natural persons of full age, is Craig Johnson, 3950 Cedarwood Road NE, Rochester, Minnesota, 55906.

## **ARTICLE X.**

(a) The first Board of Directors of the Corporation shall consist of two (2) persons: Terry Johnson and Craig Johnson.

(b) The term of office of the first Board of Directors shall be until the first meeting of the members of the Corporation, which shall be held no later than ninety (90) days from the date of the recording of the Articles of Incorporation. Thereafter, the affairs of the Corporation shall be governed by three (3) Directors, who shall be elected at the first meeting of the members and thereafter at each annual meeting of the members.

## **ARTICLE XI.**

Members, directors and officers of the Corporation shall not be personally liable to any extent whatsoever for obligations of the Association.

**ARTICLE XII.**

The Corporation shall have no capital stock, either authorized or issued, nor shall it have a corporate seal.

**ARTICLE XIII.**

These Articles may be amended only by eighty percent (80%) vote of the members of the Corporation. The power to initially adopt, amend or repeal By-Laws of the Corporation shall be vested in the Board of Directors.

**ARTICLE XIV**

Cumulative voting for Directors shall be prohibited.

**ARTICLE XV**

Any written action by the Board of Directors must be signed by a director.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hands  
this \_\_ day of September, 2014.

\_\_\_\_\_  
Terry Johnson

\_\_\_\_\_  
Craig Johnson

STATE OF MINNESOTA    )  
                                      )ss  
COUNTY OF OLMSTED    )



On this \_\_\_ day of September, 2014, before me, a notary public, personally appeared Terry Johnson and Craig Johnson, who executed the foregoing instrument as their free act and deed.

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

These Articles drafted by:  
Paul M. Ohly  
Attorney at Law  
1850 North Broadway  
Rochester, MN 55906  
507-289-4529

---

**DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
MAJESTIC MEADOWS**

THIS DECLARATION, made this \_\_\_\_ day of September, 2014, by Farmland, LLC, a Limited Liability Company under the laws of the State of Minnesota, fee owner of all of the lots located in Majestic Meadows, , hereby referred to as "Declarant".

WHEREAS, Declarant, Farmland, LLC, is the fee owner of certain lots situated in the County of Olmsted, State of Minnesota, described as Majestic Meadows, Olmsted County, according to the Plat thereof on file and of record in the office of the Olmsted County Recorder; and

WHEREAS, Declarants desire to impose upon all of the named lots in said Subdivision, the following terms, conditions, restrictions, reservations and covenants for the benefit of said property and its present and future owners.

NOW, THEREFORE, Declarant hereby declares that all of the lots in said Subdivision shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the named real property in the Subdivision, and shall be binding on all parties having any right, title or interest in the named lots in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

For the purpose of this Declaration, the following terms shall have the meanings here ascribed to them:

**SECTION 1:** "Living Unit" shall mean and refer to any portion of building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

**SECTION 2:** "Lot" shall mean and refer to any portion of land in the subdivision upon which a living unit is situated.

**SECTION 3:** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision of operation of law.

**SECTION 4:** "Properties of Subdivision" shall refer to the above named real property located within Majestic Meadows.

**SECTION 5:** "Outbuilding" shall mean and refer to any other building situated on the properties which are not designated and intended for use as a "Living Unit"

## **ARTICLE II**

### **BUILDING USE AND RESTRICTIONS**

**SECTION 1: Residential Use.** No lot shall be used except for single-family residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot or Plot other than one (1) single-family dwelling not to exceed two stories in height and a private garage for not less than two automobiles. Garages shall be directly attached to the dwelling. No trailer,

basement, tent, shack, garage, barn or outbuilding erected or placed on the premises shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be erected, used or occupied as a residence; nor shall any building not completely finished on the exterior be occupied as a residence. Construction of a structure must be commenced within one year from the time of a sale of a lot to persons other than the Declarant, except with approval of the Declarant. All structures constructed on the property shall be completely finished on the exterior thereof within nine months after commencement of construction. Outside storage buildings may be erected provided that they are approved by the Architectural Control Committee and provided that the exterior of the storage building is of the same material as the exterior of the residential structure, or approved by the Architectural Review Committee. Structures erected or placed on any Lot or Plot must be in harmony with the residence in respect to workmanship, materials and external design. Maintenance-free siding shall be permitted on the front exterior if used in combination with appropriate areas of brick or stone accents. High-grade hardboard, masonite-type or high-grade maintenance free type siding may be used on the sides and rear of the dwelling. The Architectural Control Committee may approve other materials the Committee considers appropriate for the home design. An architectural shingle, or one of equal quality material, shall be used on all structures, giving a textured appearance. The roofline for all homes shall have a minimum of 8/12 pitch, or be otherwise approved by the Architectural Control Committee. If the structures do not conform to the plans submitted to the Architectural Control Committee, the owner of the property must take all measures necessary to bring the structure into conformity with the submitted plans. Such remedial or corrective actions must be completed within 90 days from the date the owner receives notice of such non-conformity. The costs of enforcing these provisions, including reasonable expenses and attorneys' fees shall be paid by the owner in default of these restrictions.

**SECTION 2: PLACEMENT OF STRUCTURES.** No structure shall be built any nearer than 30 feet from the front of the lot nor 20 feet from a side line, unless the County of Olmsted requires a greater distance in which case each structure shall conform to the requirements of the County of Olmsted. Side and rear yard setbacks shall comply with the

ordinances of the County of Olmsted. Eaves, steps, fireplaces and open porches shall not be considered a part of the structure for determining compliance with these Restrictions. However, the placement of eaves, steps, fireplaces and open porches shall conform to the ordinances of the County of Olmsted and nothing herein shall authorize or approve of construction or placement of structures not in conformity with the ordinances of the County of Olmsted. The foregoing notwithstanding, the place of any structure must be approved by the Architectural Review Committee, which may require a greater set back distance.

**SECTION 3: Dwelling Size.** No Living Unit or residence building shall be constructed on any of the lots of said subdivision containing less than a minimum of square footage as follows, exclusive of one-story open porches, basements, and three season porches:

- (a) A single floor or Rambler style home must have a minimum of 1,200 square feet of living area on the main floor.
- (b) A two-story home must have a minimum of 1500 square feet of finished living area above grade.
- (c) A modified two-story style home must have a minimum of 1,100 of finished living area on the main floor.
- (d) A split-entry style home must have a minimum of 1,200 square feet of finished living space on the upper level.
- (e) A multi-level style home must have a minimum of 1,100 square feet of finished living space above grade.
- (f) Other style homes must receive specific approval by the Architectural Control Committee.
- (g) The Architectural Review Committee may, but shall not be required to, permit a lesser size of rambler or split-entry style home by up to 10%, if in the opinion of the Committee such reduction would be in harmony with the surrounding homes.

**SECTION 4: Outside Garbage Receptacles.** No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Lot. This covenant shall not be construed

to prohibit the use of outdoor barbecues or fireplaces. All garbage receptacles must be stored inside the dwelling or garage except on the date of pickup.

**SECTION 5: Erection of Driveways and Approaches.** All living Units constructed on said lots shall have a driveway approach from the garage to the street line. All portions of the driveway, including the apron, shall be constructed of concrete, bituminous or other materials approved by the Architectural Control Committee.

**SECTION 6: Erection of Garages or Basements and Use of Such Structures.** No garages or basements shall be erected upon any of said lots of said subdivision before a contract is let for the erection of the residence, and no basement, garage or other building shall be used temporarily for residential purposes.

**SECTION 7: Landscaping and Tree Requirements.** The front and side yards, as well as the first 10 feet of the rear yard behind the Living Unit must be sodded or hydroseeded, and except for the location of a Building, driveway or walkway, the rest of the entire Lot must be seeded (wild flowers or natural grasses are acceptable) as soon as reasonably practical following construction of improvements to the Lot, but no later than six months after commencing construction of a residential dwelling upon a Lot. Within one hundred fifty days after taking occupancy of a residential dwelling located thereon, plant at least four (4) trees on said Lot, each with a minimum height of eight feet with a minimum base of two inches in an area which does not diminish southern sun exposure to the home in winter and shelters the home from the heat of the sun in summer. The Architectural Review Committee may from time to time prohibit the planting of certain types of trees. Exceptions to these provisions may be allowed by the Architectural Review Committee.

**SECTION 8: Pre-Fabricated Housing Units.** No pre-cut, pre-fabricated, manufactured, or paneled housing units shall be constructed on said lots.

**SECTION 9: Transfer of Building:** No building of any kind intended to be used for habitation or residence shall be moved onto said lots.

**SECTION 10: Recreational Vehicles.** Recreational vehicles is defined for the purposes of this Declaration as travel trailers, pickup campers or coaches, motorized dwellings trailers, snowmobiles, fish houses, all terrain vehicles, boats, trailers and any other vehicles other than passenger vehicles. No recreational vehicles shall be used on a lot for living, sleeping or housekeeping purposes. No recreational equipment shall be parked on any Lot or appurtenant street for a period longer than fourteen consecutive days and no longer than thirty days cumulative in any give year with three days between any parking segment. Such vehicles may be stored inside an approved structure provided that it is not visible from the exterior. No abandoned vehicle shall be parked on any Lot, or appurtenant street for a period longer than three consecutive days. For purposes of these covenants, any automobile, van, motorcycle or other motorized vehicle, which is parked in the same location without use for more than seventy-two consecutive hours because of vehicle failure, or because of substantial deterioration causing the vehicle to lose all or virtually all economic value except for salvage purposes, shall be presumed to be abandoned vehicle. No lot shall be used in such a manner so as to violate any parking ordinance of the County of Olmsted.

**SECTION 11: Hazardous Activities Prohibited.** No Owner shall engage in or permit any activities on his lot, or maintain or permit any conditions in his Living Unit that would be considered extra hazardous by fire insurance companies or would adversely affect the insurability of the Living Unit or the Living Units of any Lot Owner.

**SECTION 12: No Noxious Activity.** No noxious or offensive activities shall be conducted on any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood; and no materials shall be stored or kept on or in front of said properties, except for the purpose of immediate incorporation into an approved structure on the properties.

**SECTION 13: Garbage and Refuse Removal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be placed or maintained on said lot so as not to be exposed to view or to become a nuisance to either the public or an adjoining Lot Owner.

**SECTION 14: Subdividing Lots.** No lots as shown on the plat of Majestic Meadows shall be subdivided except with the written consent of Declarants and the appropriate governing authorities, which consent must be recorded in the office of the Olmsted County Recorder. No other permission is required. Declarant may subdivide any lot or outlot.

**SECTION 15: Satellite Television.** No radio or television broadcasting or receiving antenna or other similar apparatus shall extend above the roofline of the dwelling. Conventional television antennas must be mounted within the attic of the structure. Any receiving or broadcasting equipment larger than 24 inches in diameter located outside the structure shall be screened from view from streets and adjacent lots.

**SECTION 17: Model Homes.** All use herein notwithstanding, any portion of a lot may be used for a model family residence building, or for a development office with customary development signs during the development period of the developer, its successors or assigns.

**SECTION 18: Fences.** No fence or wall shall be erected or placed on any Lot without the approval of the Architectural Control Committee, nor shall any fence or wall be erected nearer to any side yard than the minimum setback allowed under the fence ordinance of the County of Olmsted. In no case shall fences be constructed nearer to the street than the principal residence. No un-coated chain link or wire type fencing shall be allowed except for interior fencing for a kennel. Vinyl coated galvanized chain link fencing will be considered by the Architectural Control Committee.



**SECTION 19: Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**SECTION 20: Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period, or a professional sign of not more than one square foot. In addition to the foregoing, Farmland, LLC, or its assigns, shall be entitled to maintain one sign not to exceed eight by twelve feet near the entrance of the subdivision advertising lots for sale until such time that all of the lots in the subdivision have been sold for the first time.

**Section 21: Keeping of Animals.** No animals of any kind shall be raised, bred or kept on any Lot or Plot, except that dogs, cats or other household pets may be kept, provided that such pets are not kept for any commercial purposes and are housed in the main dwelling, garage or a kennel attached to the rear of the home. The kennel must be screened from view from streets or adjacent lots by cedar or redwood fencing or a material specifically approved by the Architectural control Committee. A kennel may not be constructed without specific written approval from the Architectural Control Committee.

### **ARTICLE III** **ARCHITECTURAL REVIEW COMMITTEE APPROVAL OF PLANS AND** **SPECIFICATIONS**

**SECTION 1: Submission of Plans and Specifications.** No Living Unit or Fence shall be erected on any Lot in Majestic Meadows until the plans, specifications, elevations and description of the proposed location of the living unit on the lot have been presented to the

Majestic Meadows Architectural Review Committee, or its designated representative, and approved by it in writing. Such approval shall not be arbitrarily withheld or delayed, it being the intention of the Majestic Meadows Architectural Review Committee to grant or withhold such approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

**SECTION 2: Procedures.** The approval or disapproval of the Majestic Meadows Architectural Review Committee shall be made within fifteen (15) days after the plans and related documents have been submitted to it. In the event said Committee fails to approve or disapprove of the plans and related documents within this fifteen (15) day period, approval will not be required and the related covenants shall be deemed to have been fully complied with. Any good-faith purchaser for value may rely on the issuance of a certificate of occupancy as conclusive evidence that these covenants have been complied with.

**SECTION 3: Duration of Committee.** For the purposes of this Declaration, Farmland, LLC, the Declarant hereunder, shall be the Architectural Review Committee until such time as it resigns, appoints a successor or all lots in the Majestic Meadows are sold, at which time the lot owners may (but shall not be required to) appoint an Architectural Review Committee by majority vote of all lot owners.

#### ARTICLE IV

##### **HOMEOWNERS ASSOCIATION AND LOT OWNERS OBLIGATIONS**

**SECTION 1: Obligation for Maintenance of Storm Water Facilities.** Declarant has or will enter into an Agreement with Cascade Township for the maintenance of certain storm water management facilities which have been or will be installed on Lots 1, 2, 3 and 4, Block 1; and 6, 7 and 8, Block 1, Majestic Meadows. Such Agreement has been or will be filed in the Office of the Olmsted County Recorder.

Except for the obligations of Declarant as set forth in such Agreement, the owners or each Lot located in Majestic Meadows shall be responsible for an equal share in the cost of maintaining, repairing or improving such storm water facilities, as set forth in such Maintenance Agreement and each owner shall be bound by the provisions contained within such Agreement.

The obligation to share in the cost of maintenance of the storm water management facilities shall be born by all owners of the Lots located in Majestic Meadows and shall not be limited to the owners of Lots above described.

**SECTION 2. Homeowners Association.** Declarant has or will establish and file with the Secretary of State for the State of Minnesota, Articles of Incorporation, incorporating a Homeowners Association. Such Corporation shall be non-profit and each lot owner shall be a member of the corporation and be bound by the provisions of such Articles and the By-Laws of the corporation. It is contemplated that the Corporation shall be formed to manage the maintenance, repair and replacement of the storm water facilities and to collect sufficient amounts from the owners of each lot to establish and replenish a fund to pay for any such maintenance, repair or improvement. Membership in the Corporation shall be mandatory and no Lot Owner may decline to be a member nor decline to pay dues as established from time to time by the Board of Directors of the Corporation.

## **ARTICLE V** **GENERAL PROVISIONS**

**SECTION 1: Enforcement.** Enforcement of these covenants, conditions, restrictions and reservations shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or attempted violation or to recover damages.

**SECTION 2: Amendments.** The above conditions, restrictions, reservations and covenants shall run with the land and be binding upon all parties and all persons claiming by, through, and under them, for a period of 20 years. Said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that at any time during the

**SECTION 3: Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Whenever any of these covenants and restrictions conflict with any existing zoning codes or ordinances applicable to Majestic Meadows, the more restrictive regulation shall apply.

Farmland, LLC

[illegible]

Notary Public

## CONSENT TO DECLARATION

Forsight Bank, the holder of a mortgage on the above described property hereby consents to the above restrictions.

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its

STATE OF MINNESOTA     )  
  )ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of September, 2014, before me, a notary public within and for said County \_\_\_\_ and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of Forsight Bank, a corporation under the laws of the State of Minnesota.

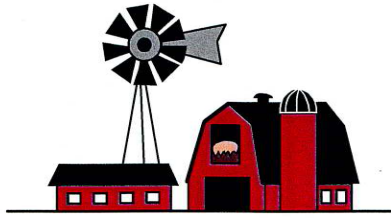
Notary Public

This Instrument drafted by:  
Paul M. Ohly  
Attorney at Law  
1850 North Broadway  
Rochester, MN 55906  
507-289-4529

# TOWNSHIP COOPERATIVE PLANNING ASSOCIATION

4111 11<sup>th</sup> Avenue SW  
Room 10  
Rochester, MN 55902

PH: (507) 529-0774  
FX: (507) 281-6821



*Roger Ihrke, Administrator  
David Meir, Administrator  
Barbara Literski, Adm. Asst.*

*roger@tcpamn.org  
david@tcpamn.org*

-- TCPA --

**Date:** 10/13/14

**To:** Cascade Township Planning Commission  
Cascade Town Board  
McGhie & Betts, Inc.  
GGG, Inc.  
Farmland LLC

**RE:** Final Plat Review, Section 1, Cascade Township

**Meeting:**

The Cascade Planning Commission will hold a public hearing at the Cascade Town Hall, 2025 75<sup>th</sup> Street NE, Rochester, MN on Tuesday, October 21, 2014 after 7:00 PM regarding:

**Request:**

An application for a final plat consisting of 73.05 acres being subdivided into 22 single family residential lots and 1 out-lot. The property was recently rezoned to R-1, Low Density Residential District by Cascade Township. The development is known as Majestic Meadows. The Planning Commission will send their recommendations to the Town Board on the proposed plat for final approval. Each residential lot as proposed, to be served by an individual septic system and one of four shared wells.

Additionally, the Cascade Township Board of Adjustment granted a variance to the "open space" provisions of the Cascade Township Subdivision Ordinance to allow for a reduction in the amount of open space from 10% to 1.5 %.

**Legal Description:**

That part of the N ½ of the NW ¼ of section 1, T107N-R14W, Olmsted County, MN. Located north of the River Highlands subdivision.

**Applicant & Property Owner:**

Farmland LLC, Terry Johnson Vice-President, 4089 Stone Point Dr. NE, Rochester, MN 55906

**Consulting Engineer:**

McGhie & Betts, 1648 3<sup>rd</sup> Avenue SE, Rochester, MN 55904.

**Present Zoning:**

R-1(Low Density Residential)

**Reviewers List:**

Rochester-Olmsted County Planning  
Olmsted County Public Works  
GGG-Septic Inspector  
Olmsted County Health Department  
MN Department of Transportation  
Cascade Maintenance Department  
Peoples Cooperative Services- Gary Fritterer

MN Department of Natural Resources  
Olmsted County Soil and Water  
MN Pollution Control Agency  
Rochester Fire Department  
Northern Natural Gas  
Charter

**Enclosures:**

1. Application
2. Location Map
3. Final Plat
4. Article of Incorporation – Majestic Meadows Homeowners Association, Inc.
5. Majestic Meadows Homeowners Association By-Laws
6. Declaration of Protective Covenants, Condition and Restrictions for Majestic Meadows
7. Well Declaration and Dedication of Easement
8. Private Easement Maps

**Preliminary Plat Requirements – Staff review in italics****ARTICLE IV - SPECIFICATIONS FOR PLANS AND PLATS**

Section 4.1. FINAL PLAT. The final plat shall be drawn on muslin-backed white paper, photographic Mylar or other suitable material with black waterproof ink. The final plat measures thirty (30) inches in length and twenty (20) inches in width with a border line of one and one half (1½) inches provided on the left side of the thirty (30) inch length and a border of one-half (½) inch provided on the other three (3) sides. When more than one (1) sheet is required for any plat, each sheet shall be numbered consecutively and shall contain a notation of the total number of sheets, i.e. 2 of 3. The final plat shall be drawn to a scale not greater than one (1) inch to one hundred (100) feet. Where there is a difference in requirements between the subdivision ordinance and the State platting and surveying standards then the State standards will prevail.

Section 4.2. GENERAL INFORMATION. The information to be included on the final plats is as follows:

**Final Plat Requirements:**

- Date, scale, north point.

Yes

- Subdivision name and all street names.

*The subdivision name of "Majestic Meadows" is present. The present roadway names of "West River Road NW (CO. RD. 133)" and 75<sup>th</sup> Street NW (Trunk Highway 63) are present. Additionally the developer is proposing an extension of River Highlands Drive NW from the River Highlands Subdivision and the names are*

*present. Majestic Drive NW, Majestic Road NW and Majestic Lane NW are newly proposed roadway names and are consistent with the approved preliminary plat.*

- Name of the owner of record and surveyor preparing plat

*Present*

- Location of the plat by quarter, quarter section, section, town and range.

*Yes*

- Exact location, widths and names of all existing platted or dedicated streets, easements, railroad and utility rights-of-way, parks, water courses and drainage ditches all of which are of record.

*Yes*

- Water elevations of adjacent lakes, rivers and streams at date of the survey and their approximate high and low water elevations. All elevations shall refer to the established United State Coast and Geodetic Survey and/or united State Geodetic Survey Datum.

*Yes*

- Exact location and width of all streets, their bearings, dimensions, angle of intersection, length of arcs, radii, points of curvature, tangent bearings, easements, private roads and storm drainage.

*Yes*

- Exact length and bearings of the exterior boundaries of the land being subdivided.

*Yes*

- Exact dimensions of all lots.

*Yes*

- Exact radii of all curves and lengths of all tangents.

*Yes*

- Exact location and width of all known or recorded easements whether public or private and a statement of easement rights.

*The dimensions of the water easements on the lots are not on the plat.*

- Accurate location and materials of all permanent reference monuments.



Yes.

- Certificate of registered land surveyor preparing the plat that the plat as presented fully complies with the requirements of this ordinance and platting laws of the State of Minnesota, and appropriate signature lines.

Yes

- Exact location and area of all land to be dedicated for public use and use or purpose must be defined on plat.

*Drainage and utility easements are not defined.*

- Signature line for Olmsted County Engineer

Yes.

- Signature line for Olmsted County Surveyor

Yes

- Signature line for Olmsted County Environmental Commission Specialist

Yes

- Signature line for the Cascade Town Board

Yes

### **Conclusion**

*The final plat reflects the approved preliminary plat in general. When reviewing the two plats we find that lot 2 block 2's southern boundary shows a difference 138.79 feet. The preliminary plat shows the distance as 304.37 feet and the final plat indicates a distance of 443.16 feet. Using the scale from the drawing staff believes the final plat to be correct. The Planning Commission should require the applicant to submit an updated preliminary plat signed by the surveyor with the correct distance.*

*The Olmsted County Environmental Commission has approved the preliminary plat as presented. You may view the staff report at;*

<http://www.co.olmsted.mn.us/environmentalresources/commission/Documents/August%20Agenda%20and%20Packet.pdf>

*and the approved Commission minutes at:*

<http://www.co.olmsted.mn.us/environmentalresources/commission/Documents/September%20Agenda%20and%20Packet.pdf>

*As discussed during the General Development Plan and Rezoning process and Preliminary Plat, a variance to the open space was required before final approval of the preliminary plat by the Board. The Cascade Township Board of Adjustment approved said variance on August 21, 2014 with 4 yes votes and one abstention.*

*Additionally the applicant has applied for a variance to allow an accessory building which exceeds the size of an accessory structure within an R-1 Low Density Residential District. After further review by staff of; "Section 1.28 NON-CONFORMING USES: H. Use, Zone Change: The foregoing provisions relative to non-conforming uses shall apply to buildings, land and uses which hereafter become non-conforming due to classification or reclassification of districts under this ordinance," it was determined all of the structures are allowed to stay per the ordinance. The Cascade Township Board of Adjustment determined no further action was necessary and moved to refund the applicant the variance fee.*

*Access approval from Olmsted County Public Works for the access onto West River Road has been provided.*

*The township engineer has considered the comments from other reviewers and determined that the grading and erosion control plans were satisfactory, the applicant has posted the insurance and bond, and the engineer has authorized issuing the grading/erosion control permit.*

*The Township Septic Inspector has reviewed the soils data for the septic sites and working with the Township Engineer has approved the plat to move forward.*

*Staff has reviewed the three structures (house on lot 2 block 1 and outbuilding and gazebo on lot 3 block 1) that the applicant has indicated will remain on the parcels, as to the setback requirements and has determined they would be in compliance if the plat were approved.*

*The existing well has been sealed and a report stating such has been presented to staff.*

*The development agreement refers to a buffer yard along a portion of US Highway 63 as shown on the approved general development plan. In said agreement, the developer desires to have sole authority as to the plant, tree selection and spacing along said buffer. This is something that staff believes needs further discussion by the Planning Commission and Board.*

*Deed restrictions, well agreements, articles of incorporation and covenants are a part of this submittal. Staff has reviewed them and they seem to be in order; additionally staff has forwarded them onto the town attorney for further review.*

*The environmental corridor easement has not been provided. Staff will work with the developer on the proposed language for the corridor and present that to the Commission in a future transmittal.*

*Within the development agreement the applicant has offered \$6000 to the township to develop the trail within the Salley Hill Subdivision. The Board's intent was to provide access to the developments open space via the Salley Hill Environmental Corridor. The Board will need to determine if the amount is sufficient to cover the costs of developing the trail from the canoe access to the open space within this development. It is approximately 1000 feet from the proposed canoe access to the open space lot within this subdivision. Cost estimates from the township engineer to do the improvements range from \$30,000 to \$65,000 for the path, and this does not include engineering costs.*

*Additionally, the question of the connection of the roadway from the River Highlands Development (River Highlands Drive NW) is yet unanswered. The developer is offering to pay for the portion of River Highlands Drive within the Majestic Meadows Subdivision, but not beyond. In order to complete the connection an additional 372.9 feet of roadway would need to be developed. During the platting process for River Highlands the developer dedicated the land for a roadway but because of the unknown of when the property to the north (now Majestic Meadows) was going to be developed.*

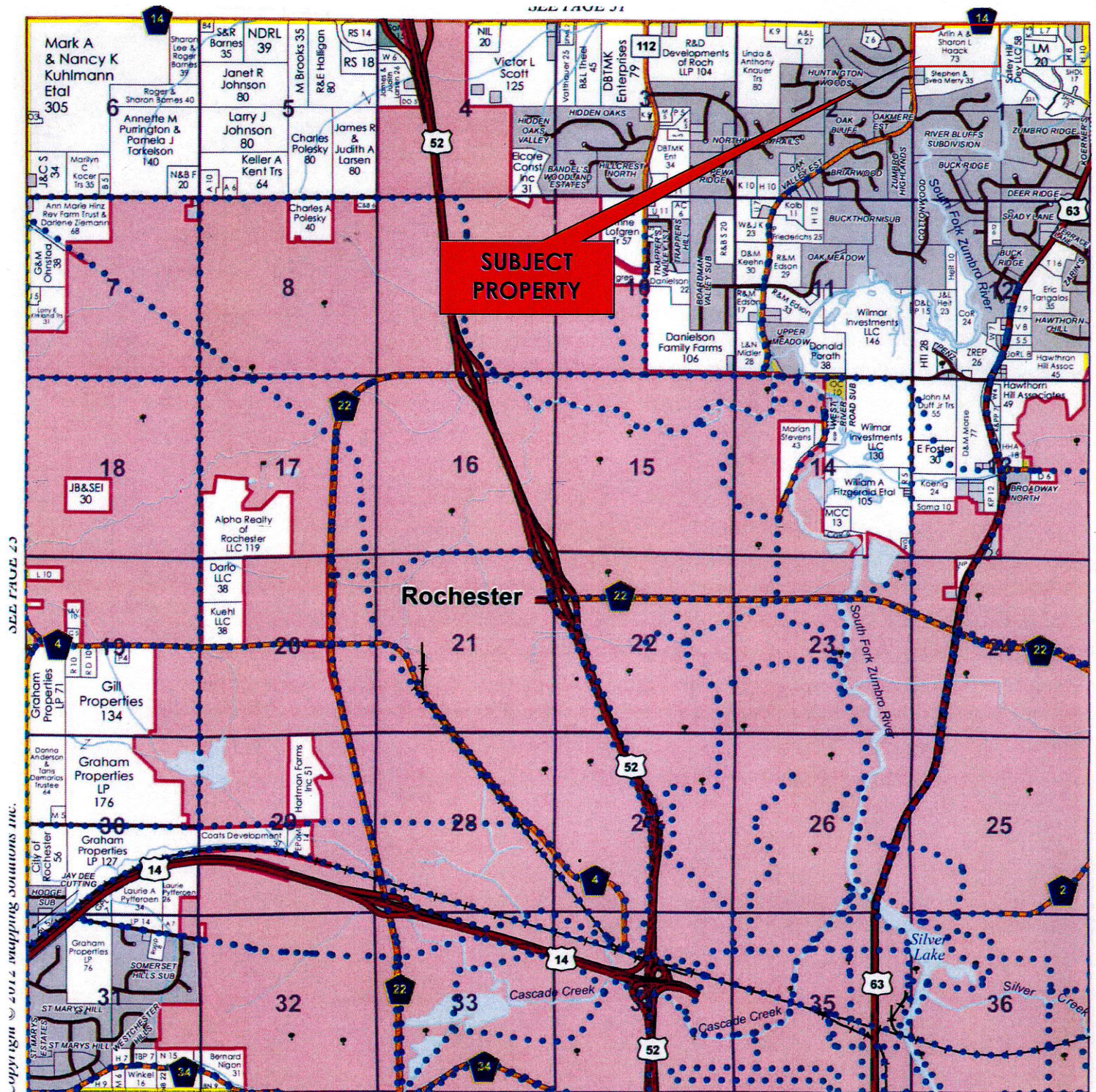
*The developer has presented a proposed development agreement to staff, but it has not been reviewed or acted on by the Town Board. Since the Board desires a connection between the two subdivisions and the Board has not budgeted for developing the portion of the connection with River Highlands, this development may be premature. The Town may want to wait on this development until such time as funds are available to develop said connection.*

*A review of the proposed application according to the Standards listed has been completed by Staff. Staff withholds its recommendation until the roadway and trail issues and the additional items, as stated within this report, have been resolved. Most of these issues will be need to be resolved by the town board. The Commission may want to table approval recommending action on the said items by the Board at their next meeting.*

*Once the plat is approved by Cascade Township, the plat will move to the Olmsted County Board for final approval*



# PLAT MAP



## LEGAL DESCRIPTION:

Parcel #: 74.01.22.030715  
 SECT-01 TWP-107 RANGE-014 72.58 AC N1/2 NW1/4 FRAC LESS COM AT NWCOR  
 NW1/4 TH ELY 920FT TH S185FT TH SW332.04FT TH NW600FT TO W LINE NW1/4 TH  
 N260FT TO BEG SEC 1 107-14

TCPA  
 4111 11th Avenue SW  
 Rochester, MN 55902  
[www.tcpamn.org](http://www.tcpamn.org)  
 507-529-0774

7



TOWNSHIP COOPERATIVE PLANNING ASSOCIATION -- CONSIDERATION OF ZONING REQUEST APPLICATION

4111 11<sup>th</sup> Avenue SW Room 10  
Rochester, MN 55902

-- T CPA --

(507) 529-0774  
Fax: (507) 281-6821

TOWNSHIP Cascade DATE September 26, 2014

Property Address CR #133/Majestic Drive NW

Rochester

City

Minnesota

State

55901

Zipcode

Legal Property Description Part of the NW 1/4 Section 1, Cascade Township

(See Attached)

Property Owner Farmland, LLC, 4089 Stone Point Drive NE

Telephone # (507) 358-3273

Rochester

City

MN

State

55906

Zipcode

Type of Request

☐ Conditional Use Permit

☐ Rezoning

☐ Review of Decision

☒ Other Final Plat

Request Description Approval of final plat

Reason for Request To provide for low density large lot rural subdivision in the R-1 zone

Existing Use of Property vacant

Present Zoning Classification R-1

Requested Zoning Classification N/A

Has a request for rezoning, variance, or conditional use on the property been previously sought?

☒ Yes

☐ No

If Yes, when? 2014

Signature of Applicant

Date

9/29/14

Filing Fee \$ 1,485.00, made payable to T CPA

Reviewed by the Planning Commission on \_\_\_\_\_, to consider the above request.

☐ Approved ☐ Denied for the following reason(s) \_\_\_\_\_

Chairperson's Signature \_\_\_\_\_

Reviewed by the Town Board of \_\_\_\_\_ on \_\_\_\_\_, to consider the recommendations of the Planning Commission on the above request.

☐ Approved

☐ Denied for the

following reason(s) \_\_\_\_\_

Board Chairperson \_\_\_\_\_

Town Clerk \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor \_\_\_\_\_

8

MAJESTIC MEADOWS

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Majestic Homes, Inc., a Minnesota corporation, owner of the following described property situated in the County of Olmsted, State of Minnesota, to wit:

The North Half of the Northwest Quarter (N½NW¼) of Section 1, Township 107, Range 14, excepting therefrom the following: Beginning at the northwest corner of said Northwest Quarter (NW¼); thence on an assumed bearing of North 89 degrees 52 minutes 20 seconds East along the North line of said Northwest Quarter (NW¼) a distance of 920 feet; thence South 185 feet; thence South 74 degrees 30 minutes 00 seconds West 332.04 feet; thence North 88 degrees 53 minutes 10 seconds West 600 feet to the West line of said Northwest Quarter (NW¼); thence North along said West line a distance of 260.00 feet to the point of beginning.

Containing 73.05 acres, more or less.

Has caused the same to be surveyed and platted as MAJESTIC MEADOWS and does hereby dedicate to the public for public use, the public ways and the drainage and utility easements as created by this plat.

In witness whereof, said Majestic Homes, Inc., a Minnesota corporation, has caused these presents to be signed by its \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SIGNED: MAJESTIC HOMES, INC.

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ of Majestic Homes, Inc., a Minnesota corporation.

\_\_\_\_\_  
Notary Public, Olmsted County, Minnesota

\_\_\_\_\_  
Notary Printed Name

My commission expires \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I Mark E. Severtson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mark E. Severtson, Professional Surveyor  
Minnesota License No. 18887

STATE OF MINNESOTA  
COUNTY OF OLMSTED

The instrument was acknowledged before me on \_\_\_\_\_ by Mark E. Severtson.

\_\_\_\_\_  
Notary Public, Olmsted County, Minnesota

\_\_\_\_\_  
Notary Printed Name

My commission expires \_\_\_\_\_

OLMSTED COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Olmsted County Surveyor

OLMSTED COUNTY ENVIRONMENTAL COMMISSION

The Olmsted County Environmental Commission has approved the plans for the water supply and sewage treatment for the plat.

\_\_\_\_\_  
Olmsted County  
Environmental Specialist

OLMSTED COUNTY ENGINEER

Recommended for approval this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Olmsted County  
Highway Engineer

CASCADE TOWNSHIP BOARD

We hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 the Board of Supervisors for Rochester Township, Olmsted County, Minnesota, approved this plat.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Town Clerk

OLMSTED COUNTY BOARD

I do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 the Board of Commissioners of Olmsted County, Minnesota, approved this plat.

\_\_\_\_\_  
Olmsted County Board Chairman

PROPERTY RECORDS AND LICENSING

Taxes payable in the year 2014 on the land described herein have been paid, there are no delinquent taxes and transfer has been entered this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

DOCUMENT NUMBER \_\_\_\_\_


I hereby certify that this instrument was filed in the Office of Property Records and Licensing for the record on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_ o'clock \_\_\_\_M., and was duly recorded in the Olmsted County records.

\_\_\_\_\_  
Director of Property Records & Licensing


\_\_\_\_\_  
Deputy

McGhie & Betts  
1648 Third Avenue S.E.  
Rochester, MN 55904  
  
Telephone: 507-289-3919  
Fax: 507-289-7333  
mbi@mcghiebetts.com

McGhie

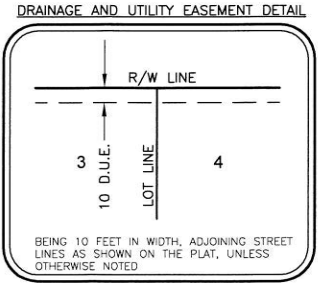
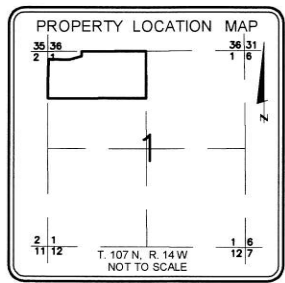
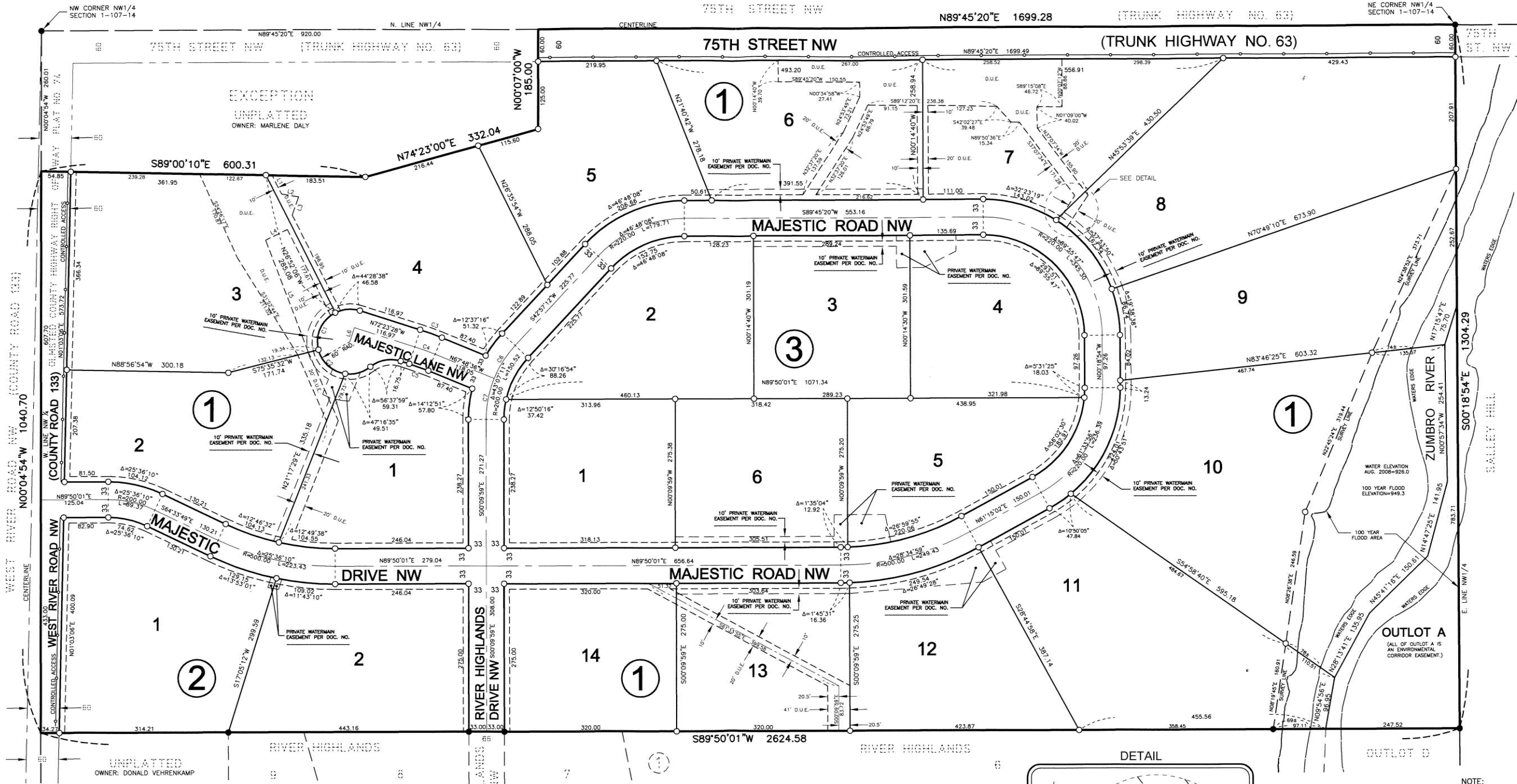
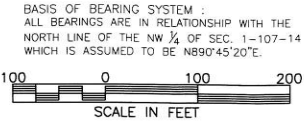


Betts



**WSB**  
& Associates, Inc.

MAJESTIC MEADOWS



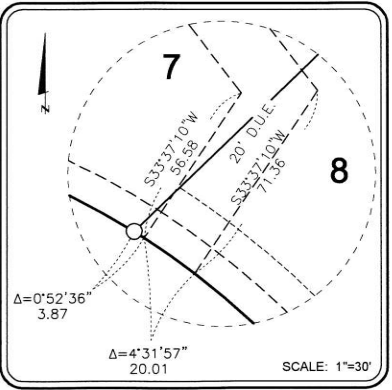
LINE DATA

LINE	BEARING	DISTANCE
L1	S26°52'06"E	38.65
L2	S80°27'09"E	32.13
L3	S18°57'46"W	36.05
L4	S63°07'54"W	44.55
L5	S20°56'07"E	221.68
L6	S17°36'32"W	27.00

CURVE DATA

CURVE	DELTA	LENGTH	RADIUS
C1	77°32'22"	81.20	60.00
C2	67°20'23"	70.52	60.00
C3	04°34'52"	42.62	533.00
C4	04°34'52"	39.98	500.00
C5	04°34'52"	37.34	467.00
C6	20°45'48"	72.48	200.00
C7	22°21'23"	78.04	200.00

BENCHMARK  
ELEVATION = 1024.40  
(NAVD88)  
MnDOT GEODETIC  
MONUMENT 5510 P



NOTE:  
ALL MONUMENTS SHOWN THUS: ○  
ARE 5/8" I.D. CAPPED PIPES WITH LICENSE  
NO. 18887 WHICH WILL BE SET WITHIN 1  
YEAR AFTER RECORDING OF THIS PLAT.  
ALL MONUMENTS SHOWN THUS: ●  
ARE FOUND 5/8" PIPES UNLESS OTHERWISE  
NOTED.  
D.U.E. = DRAINAGE AND UTILITY EASEMENT

McGhie & Betts  
1648 Third Avenue S.E.  
Rochester, MN 55904  
Telephone: 507-289-3919  
Fax: 507-289-7333  
mbi@mcghiebetts.com

McGhie  
Betts

WSB  
& Associates, Inc.

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## **WELL DECLARATION AND DEDICATION OF EASEMENT**

**THIS DECLARATION, made and entered into this \_\_\_\_ day of September, 2014 by Farmland, LLC (hereinafter referred to as "Declarant").**

**WHEREAS, Declarant is the owner of the following described tract located and being in Olmsted County, Minnesota, to-wit:**

**See attached Exhibit**

**and**

**WHEREAS, there is a well and pumping system located on the land described on the attached Exhibit but not on the other lots, the location of such well being in the Platted easement located as shown on the attached Exhibit.**

**hereinafter referred to as the "Well Site".**

**NOW, THEREFORE, the following Declaration is made:**



**1. That all of the owners, their successors and assigns, shall have access to the "Well Site" for the purpose of repair, maintenance and replacement of the well and pumping system located on and under said well site.**

**Declarant hereby declares that the easements as described on the attached Exhibit, shall be for the purpose of installation, repair, maintenance and replacement of a water pipeline.**

**The owners of each tract shall be solely responsible for the maintenance, repair or replacement of the underground piping necessary to carry water to each of their respective tracts. When any excavation or disruption of the land of others is done by the owner of a tract for the maintenance and repair of individual piping required to bring water to their tract, the owner undertaking such repairs shall restore the land so excavated or disrupted to the condition it was in prior thereto at their own expense without contribution from the owners of the other tracts who are parties to this agreement. All expenses related to repair, maintenance and replacement of the actual well and pumping system on the well site shall be borne equally by the owners of all of said tracts.**

**2. Upon the request of any owner, a water sampling and testing by the County Health Department shall be made. If such testing reveals a significant water quality deficiency, corrective measures shall be implemented to correct such deficiency.**

**3. No owner shall be permitted to locate or relocate any element of an individual private sewage disposal system within 75 feet of the well site or no closer than permitted by Olmsted County Health Authorities if such authorities require a greater distance between such disposal system and well site.**

**No owner shall install or construct landscaping or improvements which may impair the use and maintenance of the water lines and/or well and pumping system.**

**4. Any removal and replacement of pre-existing site improvements, necessary for system operation, maintenance, replacement, improvement, inspection or testing, will be done at the cost of their owner, except that costs to remove and replace common boundary fencing or walls shall be shared equally between or among the parties.**

**5. That the use of water from the well shall be unlimited for bonafide domestic purposes for a single family dwelling on each of the tracts. No owner may connect an additional living unit to the shared well system without the consent of all parties, written amendment to this agreement, and provided further that the well system can adequately provide water according to the most recent guidelines as established by the U. S. Department of Housing and Urban Development. The foregoing notwithstanding no more than six living units shall be connected to the well and pumping system.**

**A single meter shall be installed and maintained to measure power, electric or otherwise, used in pumping water supplied to the above described tracts. Each tract owner shall pay an equal share of the costs thereof. Provided, in the event any party uses substantial amounts of water for such purposes as, but not limited to, a swimming pool or an automatic lawn sprinkler system, then that tract owner's share shall be adjusted to represent the increase of cost of substantial use. This agreement shall permit amendments hereto to assure equitable readjustment of shared costs in the event of significant changes in well pump, energy rates or the occupancy or use of an involved property. In the event of a dispute as to the use of water, each owner shall install a water meter on his or her**

**individual piping. A tract owner's portion of the costs of operating the pump and/or maintenance, repair, replacement or improvement of the pump, well piping or any other components shall not commence until such tract is actually hooked up to the well.**

**6. The tract owners shall share equally in the cost of system maintenance, including repairs, testing, inspection and disinfection, system component replacement due to wear, obsolescence, incrustation or corrosion; and for system improvement to increase the serviceable life of a material or component, to restore well yield, or to provide necessary system replacement except as provided in paragraph 5. Any necessary replacement or improvement of the system elements must restore the system to its original performance levels.**

**7. Prior to the performance of maintenance, replacement or repair on or of the water systems, all tract owners must consent to the performance of such work with the exception of work required in emergency situations. In the event of an emergency situation, which shall be defined as the occurrence of a breakdown or failure of any shared portion of the system to deliver water upon demand when all parties are not present on site, such repairs may be made by a single tract owner and the expense thereof will be paid equally by all tract owners.**

**All parties shall share equally in the costs of repairing damage to the shared portion of the system caused by persons other than a resident or guest at a property sharing the well. No party shall be responsible for unilaterally incurred well debts of another party, except in emergency situations as above defined.**

**8. Each party shall be responsible for the prompt repair of any detected leak in his water service line or plumbing system and for repair costs to correct system damage caused by a resident or guest at his property.**

**9. After receiving the monthly billing statements concerning the monthly cost of operating the well system, the owner of the tract upon which the well site is located shall notify the owners of the other tracts the amount of said billing. Upon receipt, the owners of the other tracts shall promptly pay his or her portion of the total monthly cost. Such payment must be delivered within ten (10) days of the receipt of notice such costs. In the event of the failure of any party to pay such costs, the remaining parties may take action at law or equity to enforce the payment of such costs.**

**10. That the owners of any tract shall have the right to install their own well and pumping system at any time or to connect with a municipal water system when available and, upon the happening of either, the agreement with respect to such tract owner shall become null and void except that any easements required for the remaining tract owner's continued use of the water system shall remain in existence as said easement existed prior to the withdrawal of the tract owner from this agreement. The cost of abandoning the well, if such becomes necessary, shall be borne by all parties, whether or not such parties are connected to the well.**

**11. In the event the well shall run dry or be condemned and the use thereof prohibited by proper authorities, the tract owners shall be released from all obligations under this agreement unless they each agree in writing to share the expense of a new system and agree that this present agreement shall remain in full force and effect and apply**

to such system. In the event that the parties do not so agree, the costs of abandoning all or any part of the shared system shall be shared equally.

12. That in the event any dispute arises concerning the maintenance, repair or operation of the water system, the tract owners shall submit the dispute to binding arbitration through the American Arbitration Association or any similar body. The submission of such dispute may be made by any party at any time. The dispute shall be arbitrated by such arbitrators pursuant to Minnesota Law and the resulting decision shall be binding on affected tract owners. The costs of such arbitration shall be borne equally by the tract owners except that the costs of enforcing the arbitrator's decision on a defaulting tract owner, including reasonable attorney's fees, shall be paid by said defaulting tract owner.

13. That this Well Declaration and Dedication of Easements shall supersede and replace all prior agreements or declarations and all prior agreements or declarations shall be and hereby are revoked and shall be of no further effect.

14. That all rights, title and interest described herein, together with obligations ensuing therefrom, shall run with the land and shall be binding upon the heirs, executors, administrators and assigns of all the owners of any tract hooked up to the system.

**Farmland, LLC**

By \_\_\_\_\_  
**Craig Johnson**  
**Its President**

STATE OF MINNESOTA )  
 )ss  
COUNTY OF OLMDSTED )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a notary public personally appeared Craig Johnson, the President of Farmland, LLC who executed the foregoing instrument on behalf of the Company.

**Notary Public**

## CONSENT TO DECLARATION

Forsight Bank, the holder of a mortgage on the above described property hereby consents to the above restrictions.

By \_\_\_\_\_

Its

By \_\_\_\_\_

Its

[illegible]

On this \_\_\_\_ day of September, 2014, before me, a notary public within and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of Forsight Bank, a corporation under the laws of the State of Minnesota.

Notary Public

**EXHIBT FOR LEGAL DESCRIPTIONS**

**WELL SITE AND EASEMENTS**

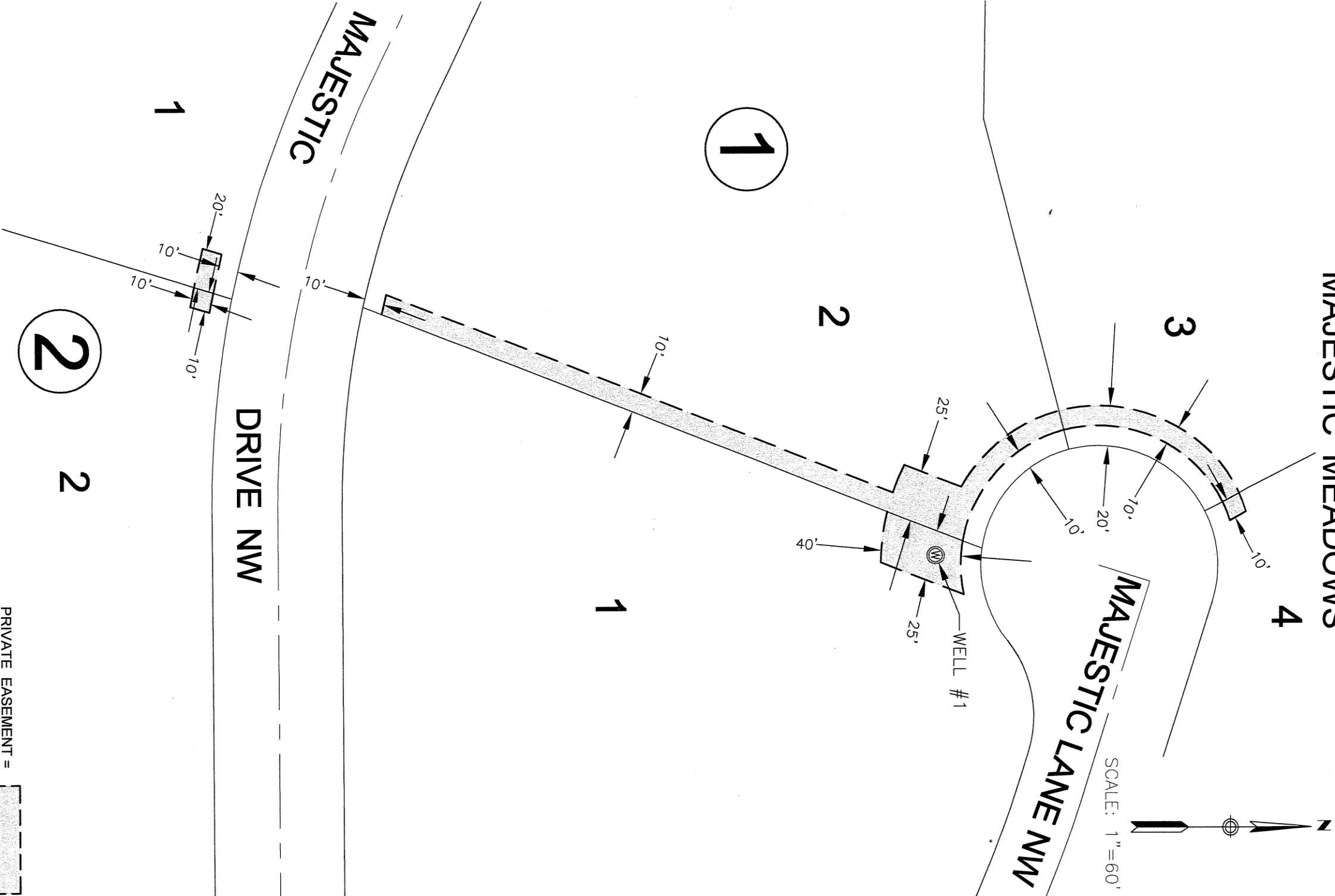
**Legal Description of Properties Served**

**Well Site Description**

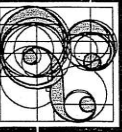

**Easement Descriptions**

# PRIVATE EASEMENT EXHIBIT

## MAJESTIC MEADOWS



PRIVATE EASEMENT = 

WELL #1 SERVES THE FOLLOWING LOTS: LOTS 1, 2, 3 & 4, BLOCK 1 LOTS 1 & 2, BLOCK 2		CLIENT: MAJESTIC HOMES	
SCALE: 1" = 60'		DRAWN BY: JJR	
DATE : 09/29/14		ACCT. NO. : 02421-010	
DWG: 02421-010 EX3			
FILE NUMBER:		BK.	PG.
<div>Land Surveying Urban-Land Planning Consulting - Civil Engineering Geotechnical Engineering Construction Material Testing Landscape Architecture 1648 Third Avenue S.E. Rochester, MN 55904 Telephone 507 289 3919 Facsimile 507 289 7333</div>		<div><b>McGhie</b> <b>WSB</b> &amp; Associates, Inc. email: <a href="mailto:mj@mcghiebets.com">mj@mcghiebets.com</a></div>	



# PRIVATE EASEMENT EXHIBIT

75TH STREET NW

1

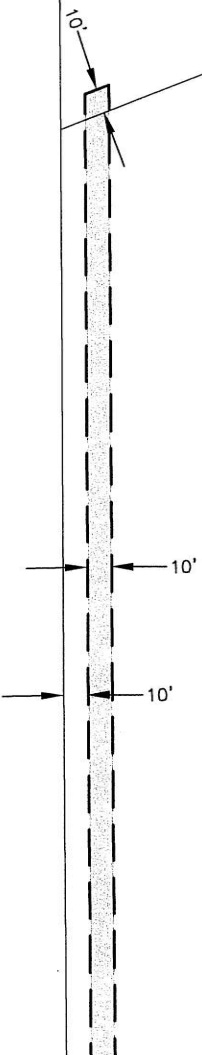
SCALE: 1"=80'



5

6

7



MAJESTIC

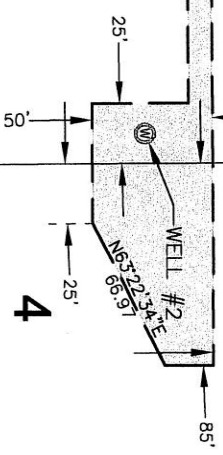
ROAD NW

33 33

2

3

3



4

PRIVATE EASEMENT =

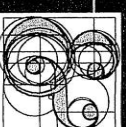


WELL #2 SERVES THE FOLLOWING LOTS:

LOTS 5, 6 & 7, BLOCK 1  
LOTS 2, 3 & 4, BLOCK 3

CLIENT:	MAJESTIC HOMES		
SCALE:	1" = 80'	DRAWN BY:	JJR
DATE :	09/24/14	ACCT. NO. :	02421-010
DWG:	02421-010 EX3		
FILE NUMBER:	BK.	PG.	

Land Surveying  
Urban/Land Planning  
Consulting, CHD  
Geotechnical Engineering  
Construction Materials  
Testing  
Landscape Architecture  
1648 Third Avenue S.E.  
Rochester, MN 55904  
Telephone 507.289.3919  
Facsimile 507.289.7333



McGhie

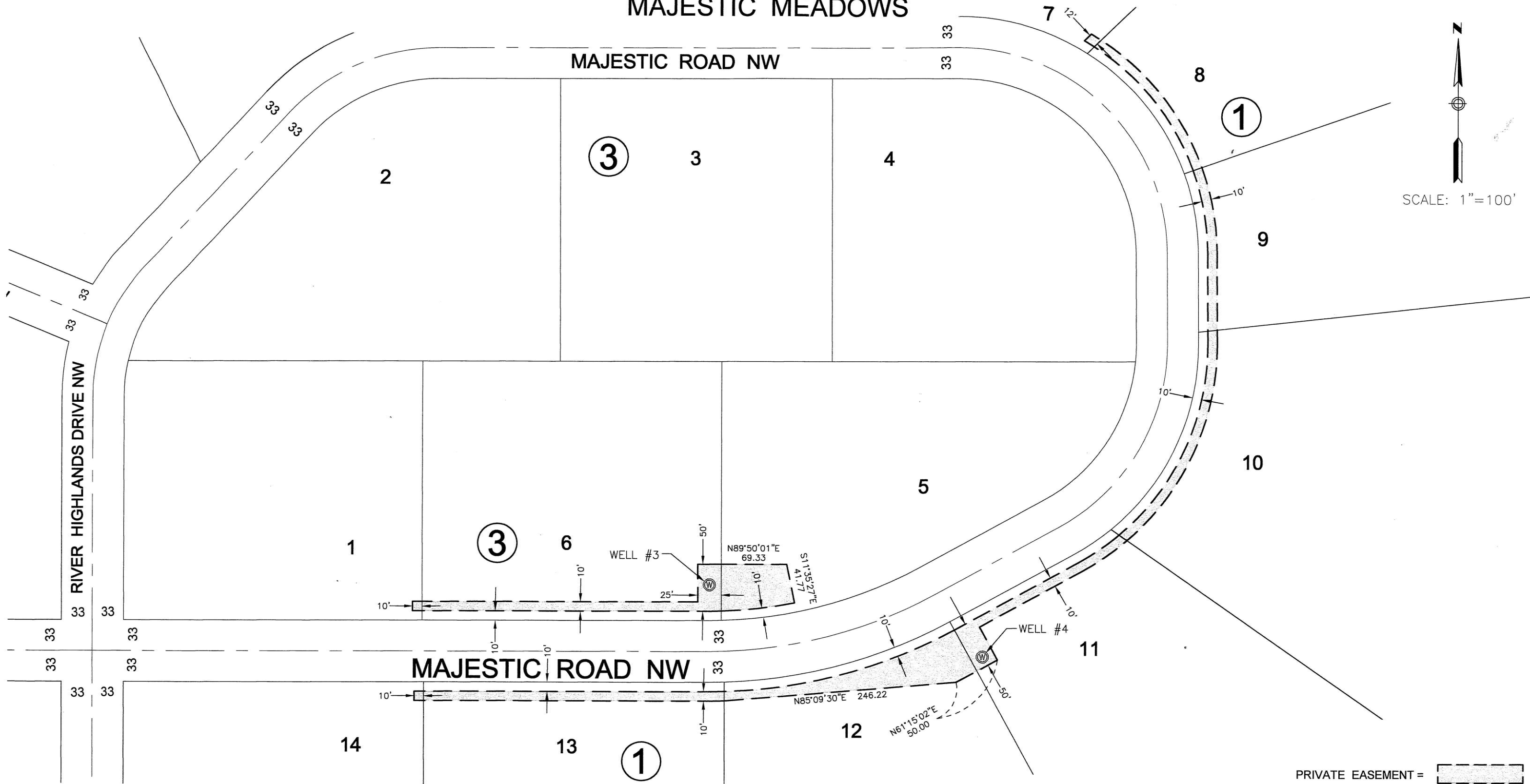
Betts



WSB & Associates, Inc.  
email: mjb@mcghiebetts.com

# PRIVATE EASEMENT EXHIBIT

## MAJESTIC MEADOWS



WELL #3 SERVES THE FOLLOWING LOTS:  
LOTS 1, 5 & 6, BLOCK 3

WELL #4 SERVES THE FOLLOWING LOTS:  
LOTS 7, 8, 9, 10, 11, 12 & 13, BLOCK 1

CLIENT: MAJESTIC HOMES

SCALE: 1" = 100'

DRAWN BY: JJR

DATE : 09/29/14

ACCT. NO. : 02421-010

DWG: 02421-010 EX4

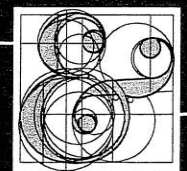
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BK.

PG.

Land Surveying  
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McGhie



Betts

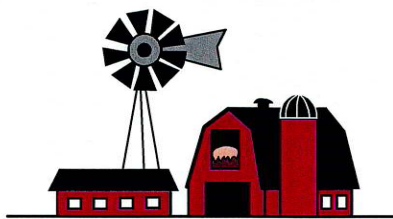


email:  
mbi@mcghiebetts.com

# **TOWNSHIP COOPERATIVE PLANNING ASSOCIATION**

**4111 11<sup>th</sup> Avenue SW Room 10  
Rochester, MN 55902**

**Phone: (507) 529-0774  
Fax: (507) 281-6821**



**Roger Ihrke, Administrator  
David Meir, Administrator  
Barbara Literski, Adm. Asst.  
roger@tcpamn.org  
david@tcpamn.org**

**-- TCPA --**

**Date:** October 13, 2014

**To:** Cascade Township Planning Commission  
Cascade Town Board  
Wilmar Investments LLC  
Milestone Materials

## **Meeting:**

The Cascade Planning Commission will hold a public hearing at the Cascade Town Hall, 2025 75<sup>th</sup> Street NE, Rochester, MN on Tuesday, October 21, 2014 after 7:00 PM regarding:

## **Application:**

An application to rezone approximately 140 acres from A-3 Agricultural District to Agricultural Resource Commercial District – Aggregate Extraction and Reuse by Wilmar Investments LLC. Milestone Materials is acting as an agent for Wilmar Investments LLC. The proposed use is located within the Suburban Subdivision Area of the Olmsted County Land Use Plan. The application indicates a desire to expand their present quarry operation from its location directly to the south.

## **Partial Legal Description:**

The majority of the SE ¼ of Section 11, T107N, R14W, Olmsted County, MN. Located just north of 55<sup>th</sup> Street NE.

## **Applicant & Owners:**

Wilmar Investments LLC, 2505 Lenox Ct. SW, Rochester, MN 55902

## **Agents:**

Milestone Materials, Division of Mathy Construction Company, 920 10<sup>th</sup> Ave North, Onalaska, WI 54650

## **Present Zoning and Requested Zoning:**

A-3 (Agricultural District)-Requested zoning change to Agricultural Resource Protection District – Aggregate Extraction and Reuse

## **Submittal Reviewers List:**

Rochester-Olmsted County Planning  
Rochester Public Works  
Minnesota Department of Transportation  
Rochester Fire Department

Oronoco Township  
Farmington Township  
Rochester Public Utilities  
MN Energy

①

Olmsted County Public Works  
Olmsted Soil and Water  
GGG Engineering  
Minnesota Pollution Control Agency  
Peoples Cooperative Services

Olmsted County Assessor  
Haverhill Township  
Qwest  
Olmsted County Health Department  
MN Dept of Natural Resources

At the time of this transmittal none of the reviewers have responded. Responses will be provided to the Commission members via email as we receive them.

**Enclosures:**

1. Land Use Plan Map
2. 4 pages of material from the Minnesota Department of Natural Resources Aggregate Resources Map

(Applicants Submittals have already been distributed to the commission members.)

**Background:**

Rochester Sand and Gravel owned and operated, a pit and asphalt plant in this area since the 1950's. About 1998 the owners of Rochester Sand and Gravel; Wilmar Investments LLC, sold the operation along with the track of land that is the site of the asphalt plant and the plant itself, to Mathy Construction a division of Milestone Materials. Along with the sale, Mathy received the rights to mine the sand and gravel from the property owned by Wilmar Investments in Sections 11 and 14 of Cascade Township. As a part of the negotiations, Wilmar Investments LLC provided Mathy with a letter from Rochester/Olmsted County Planning assuring them the ability to continue to mine in the area. (See letter, last page of applicant's submittal).

In April 2011 Mathy Construction applied to the Minnesota Department of Natural Resources for an Environmental Review in order to expand their operation onto the parcels proposed in this application. During the process Mathy began discussions with Olmsted County and Cascade Township as to the requirements it would need to complete in addition to the environmental review. Olmsted County determined that it no longer had jurisdiction and that it would be up to Cascade Township to determine how to move forward. After discussion with legal counsel, it was determined that Mathy would need to go through the process of today's zoning regulations and receive the appropriate approvals prior to beginning operations. Mathy, although they disagreed, has decided to move forward by applying for the zone change and if approved understands that a conditional or interim use permit will also be required.

**Environmental Assessment:**

The 1973 Minnesota Environmental Policy Act, administered statewide through the Environmental Quality Board, is the basis for the present Environmental Review Program of the State of Minnesota. Different types of environmental reviews are used to identify early the potential impacts of a project and provide time for the decision makers to require that mitigative measures are incorporated into the project design before local permits are granted.

The first level of environmental review is known as an Environmental Assessment Worksheet or "EAW". The specific content, environmental scope, and procedures for an EAW are specified in Minnesota Rules. The rules mandate what type of projects must go through the EAW process and who will act as the responsible unit of



government to determine if additional environmental review is necessary in the form of a much more detailed Environmental Impact Statement or "EIS".

In this instance the Minnesota Department of Natural Resources was determined to be the responsible local unit of government because of the large amount of water usage with the proposed quarry operation. The environmental review met the threshold of a mandatory environmental review in two respects; 1.) For the amount of water used and; 2.) Since the mining operation was over 40 acres in size. The Department of Natural Resources prepared the EAW, handled the comments and made the determination. The EAW and the DNR's conclusion are located on the web page listed below.

[http://www.dnr.state.mn.us/input/environmentalreview/milestone\\_materials/index.html](http://www.dnr.state.mn.us/input/environmentalreview/milestone_materials/index.html)

### **Zoning Request Review:**

The property is presently zoned Agricultural District (A-3), this application requesting a change to Ag/Resource Commercial District – Aggregate Extraction and Reuse.

We look to The Olmsted County General Land Use Plan for guidance in determining land use plan changes. The Olmsted County Future Land Use Map shows this area to be within the "Suburban Development" area of the plan with "Urban Service Area" to the south and "Suburban Development" area to the north, east and west of the property.

The Land Use Plan defines Suburban Development areas as follows;

### **Suburban Development Area**

Suburban development areas consist of large-lot residential development and very low density cluster-style residential development. New commercial and industrial uses are compatible with this designation only where suitable sites are mapped in the detailed Land Use Plan maps. The long-term predominant use of these areas is intended to be very low-density residential development (3.5 acres per lot average density) relying for the indefinite future on on-site sewage treatment and private water supplies. However, short-term temporary uses may include crop production, animal husbandry not involving new feedlots, forest management, other agricultural uses, and sand and gravel operations.

The Land Use Plan goes on to say . . .

## **Chapter 7 - Major Policy Issues**

### **3. Resource Conservation:**

Land development ordinances should promote conserving resources, including soil, water, energy, and geologic resources.

- **Geologic Resources:**

Geologic resources, including sand, gravel, and rock, dictate the location of extraction facilities. Where feasible, sites with excellent geologic resources should be preserved for such uses. Where such sites are in the path of development, development phasing should provide for resource extraction prior to development. The operations and site plans of such facilities should address the control of water pollution sources, noise and dust, storage and disposal of waste, impact on surrounding lands, and

impact on surface and groundwater. Ordinances regulating sand and gravel pits and rock quarries should require reclamation plans that address restoration and future use of the site.

- **Groundwater Protection:**

The water quality and the sustainable yield of aquifers used or potentially usable for drinking water supply should be protected. They are currently at risk from a number of sources, including but not limited to spills, wells that provide a conduit for contamination of aquifers, and nutrients and long-lasting chemicals applied to the land surface. The following strategies should be pursued to prevent groundwater pollution:

- encouraging best management practices for urban, suburban, and resource uses;
- providing for recharge of aquifers with water that can meet drinking water standards at the point where it enters lower aquifers;
- addressing areas with failing on-site treatment systems through programs to replace failing systems or by extending public sewer and water to serve such areas;
- acquiring conservation easements and other easements in areas critical to maintaining groundwater quality, such as Decorah Edge and Till Edge wetlands and related features;
- preserving or restoring habitats with deep-rooted vegetation (such as forests and native grasslands) in areas of focused recharge or high risk of groundwater contamination, such as areas around sinkholes and in wetlands and “losing” segments of streams associated with focused recharge of lower aquifers; and
- designating and managing wellhead protection areas

## **Chapter 6 - Resource Protection Area Policies**

Locational Criteria for Resource Protection Areas:

Areas are more likely to be included in the Resource Protection Area if they have the following characteristics:

### **2. Aggregate Resource:**

The Minnesota Department of Natural Resources has released draft maps of important bedrock and sand and gravel aggregate resources in Olmsted County. Because aggregate resources are rare, have high transportation costs, and are an important resource for construction, sites with high aggregate resource potential are more likely to be included in the Resource Protection Area.

(Refer to enclosed maps.)

## **Cascade Township Zoning Ordinance**

### **Section 8.09 Agricultural/Resource Commercial District – Aggregate Extraction and Reuse:**

The purpose of this district is to provide for certain uses within the Resource Protection Area of the Olmsted County Land Use Plan that are land intensive, generate low traffic volumes, entail low levels of sewage

generation, and that do not normally require urban services. The application of this district will be considered in areas having proximity to major highways where access or traffic generated by the site will not adversely impact the safety or operation of a federal or state highway or intersections on the County State Aid System. Uses located within this district should support agricultural and resource uses, prevent destruction or disruption of significant habitats, and avoid conflicts with agricultural and residential uses, and should be uses that by their nature require large amounts of open space, or that require a remote rural setting. These uses should not require additional public investment in infrastructure as a result of establishment of the use.

#### **Soils:**

According to the Soil Survey of Olmsted County Minnesota the parcel consists of the following soil types:

11C Sogn loam, typically the surface layer is very dark greyish brown loam about 8 inches thick. Below is a layer of broken limestone fragments about 4 inches thick. The underlying material is hard limestone.

27B Dickenson sandy loam, typically the surface layer is very dark brown sandy loam about 10 inches thick. The subsoil is dark brown and dark yellowish brown sandy loam about 25 inches thick. The underlying material to a depth of about 60 inches is yellowish brown sand. In places the surface layer is loamy sand.

216B Lamont sandy loam, typically the surface layer is very dark grayish brown sandy loam about 8 inches thick. The subsoil is yellowish brown. It is 12 inches of snay lam and loam over 7 inches of loamy sand. The next layer, to the depth of about 60 inches, is yellowish brown find sand. Below is yellowish brown sand.

283B Plainfield loamy sand, typically the surface layer is very dark brown loamy sand about 4 inches thick. The subsurface layer is dark grayish brown loamy sand about 6 inches thick. The subsoil is dark brown sand about 11 inches thick. The underlying material to a depth of 65 inches is brown sand.

283E Plainfield sand, typically the surface layer is dark brown sand about 8 inches thick. The subsoil is dark yellowish brown sand about 28 inches. The underlying material to a depth of 60 inches is yellowish brown, lose sand. In places, especially on the upper foot slopes bedrock or residuum of bedrock is as shallow as 60 inches.

299A Rockton loam, typically the surface layer is a very dark brown loam about 9 inches thick. The subsurface layer is very dark grayish brown loam about 6 inches thick. The subsoil is about 21 inches thick. The upper 15 inches is dark brown loam, and the lower 6 inches is dark brown loam or clay. The underlying material is hard limestone, in places the surface layer is silt loam or sandy loam. In some areas the underlying material is soft sandstone.

465 Kalmarville silt loam typically the surface soil is about 43 inches thick. It is very dark gray silt loam that has many strata of dark gray silt loam and fine sandy loam. The underlying material to the depth of 60 inches is a dark grey sand. In some areas it has strata of silt loam or channery or flaggy material.

472C Channahon loam typically the surface layer is very dark grayish brown loam about 8 inches thick. The subsoil is dark yellowish brown loam about 8 inches thick. The underlying material is hard bedrock. In places the upper part of the bedrock is soft. In some areas the content of the rock fragments and flagstones is as much as 35 percent in the upper part of the soil. In other areas the surface layer is sandy loam.

1029 Denotes areas which have previously been mined.

1812B Terril loam, sandy substratum, typically the surface soil is black, very dark brown, and very dark grayish brown loam about 31 inches thick. The subsoil is dark brown loam about 14 inches thick. The underlying material to a depth of 60 inches is loose coarse sand, in places it is stratified.

**Access:**

Presently access to this area is either from the southern portion of the applicant's operation which lies south of 55<sup>th</sup> Street NE or from 55<sup>th</sup> St. NE. Today 55<sup>th</sup> Street NE is not a through street because of a lack of a bridge over the Zumbro River. Olmsted County is in the process of taking over 55<sup>th</sup> Street NE, constructing a bridge and making it a through street. The upgrade to 55<sup>th</sup> Street NE will split the applicant's southern operation from the area being proposed to be rezoned. According to the applicant they are working with Olmsted County Public Works on access to both the southern and northern portions of their property. This could include a culvert to allow for conveying materials from the proposed northern operation to the location of the asphalt plant on the southern property.

**Staff Analysis:**

Findings

Section 4.00 H Amendment Findings (ordinance is in regular text, staff finding in italics)

1. The proposal is consistent with the policies of the General Land Use Plan;

*A request for review as to the consistency with the Olmsted County Land Use Plan has been made to the Rochester-Olmsted County Planning Staff. No comments from Rochester-Olmsted County Planning Staff addressed the General Land Use Plan were received.*

*Staff has reviewed the application as to consistency with the Plan and finds that:*

- Geologic Resources:

Geologic resources, including sand, gravel, and rock, dictate the location of extraction facilities. Where feasible, sites with excellent geologic resources should be preserved for such uses. Where such sites are in the path of development, development phasing should provide for resource extraction prior to development. The operations and site plans of such facilities should address the control of water pollution sources, noise and dust, storage and disposal of waste, impact on surrounding lands, and impact on surface and groundwater. Ordinances regulating sand and gravel pits and rock quarries should require reclamation plans that address restoration and future use of the site.

*This would seem to indicate that development in this area should not happen until the materials have been removed. In 2009 the Minnesota Department of Natural Resources did an analysis of aggregate resources in Olmsted County. This area is mapped as having both a high and moderate potential for crushed stone resources.*

2. The amendment is in the public interest;

6



*The mining area is close to an existing asphalt plant operation. Asphalt is used on many of our roadways which are owned and maintained by the public. Keeping the transportation costs low by mining the resources near the plant makes sense.*

*Additionally crushed rock is used for both a base and in the creation of cement for roadways. Mining this area prior to development would best serve the public.*

*The location of sand and gravel resources has been predetermined. We can only recognize where they are located and plan accordingly. We need these resources, and since the public is the main user of such resources, we need to assure the resources remain available by keeping development away from the resource until used.*

3. The proposed development is timely based on surrounding land uses, proximity to development and the availability and adequacy of infrastructure;

*Olmsted County is in the process of taking over 55<sup>th</sup> Street NE and upgrading it. The County Plan shows accesses to the area for heavy trucks, assuming mining will continue in this area. Even if the roadway were not being upgraded, the materials are relatively close to the present asphalt plant. Access to the present plant has been well established to the south and has provided materials for most of the roads in Olmsted County in recent years.*

*Development has occurred on many of the parcels on all sides of this area, but to the north and west they are separated by the Zumbro River. To the east is a mobile home park. Mitigation measures will be required.*

4. The proposal permits land uses within the proposed district that are appropriate on the property and compatible with adjacent uses and the neighborhood.

*Other residential parcel owners in the area should be considered with respect to how they may be affected by this zone and proposed use change. Industrial uses can create high volumes of noise, dust and smell. If the zone change is approved these issues should be addressed in the conditions of the conditional or interim use permit to mitigate them. A conditional or interim use permit is required before the use would be allowed.*

*Many of the homes on the parcels to the north and west of this property are higher in elevation than this property. Site mitigation – including dust and noise - may be hard to mitigate.*

5. The proposal does not result in spot zoning;

*Because of the existing mining to the south, expanding the operation would make sense. A hot asphalt plant is already located in the area and one of today's criteria for locating a hot asphalt plant is that it be located near the materials it uses. It make sense to mine the area prior to allowing for further development.*

6. The proposal is consistent with a GDP for the area, if one exists.

*No GDP exists for the area at this time.*

**Staff Recommendation:**

⑦

Because this area is surrounded by development, this request is difficult. The applicant should be encouraged to remove the resource as soon as possible and not haul material into the present asphalt plant from other locations until this resource is depleted.

The applicant has indicated that once the land is zoned Agricultural Resource/Commercial, they would likely apply for a Conditional Use Permit. Conditions to mitigate the impacts will need to be put in place during the CUP process if the zone change is approved. Additionally, the Commission should consider the findings from the EAW when developing conditions within the conditional use permit

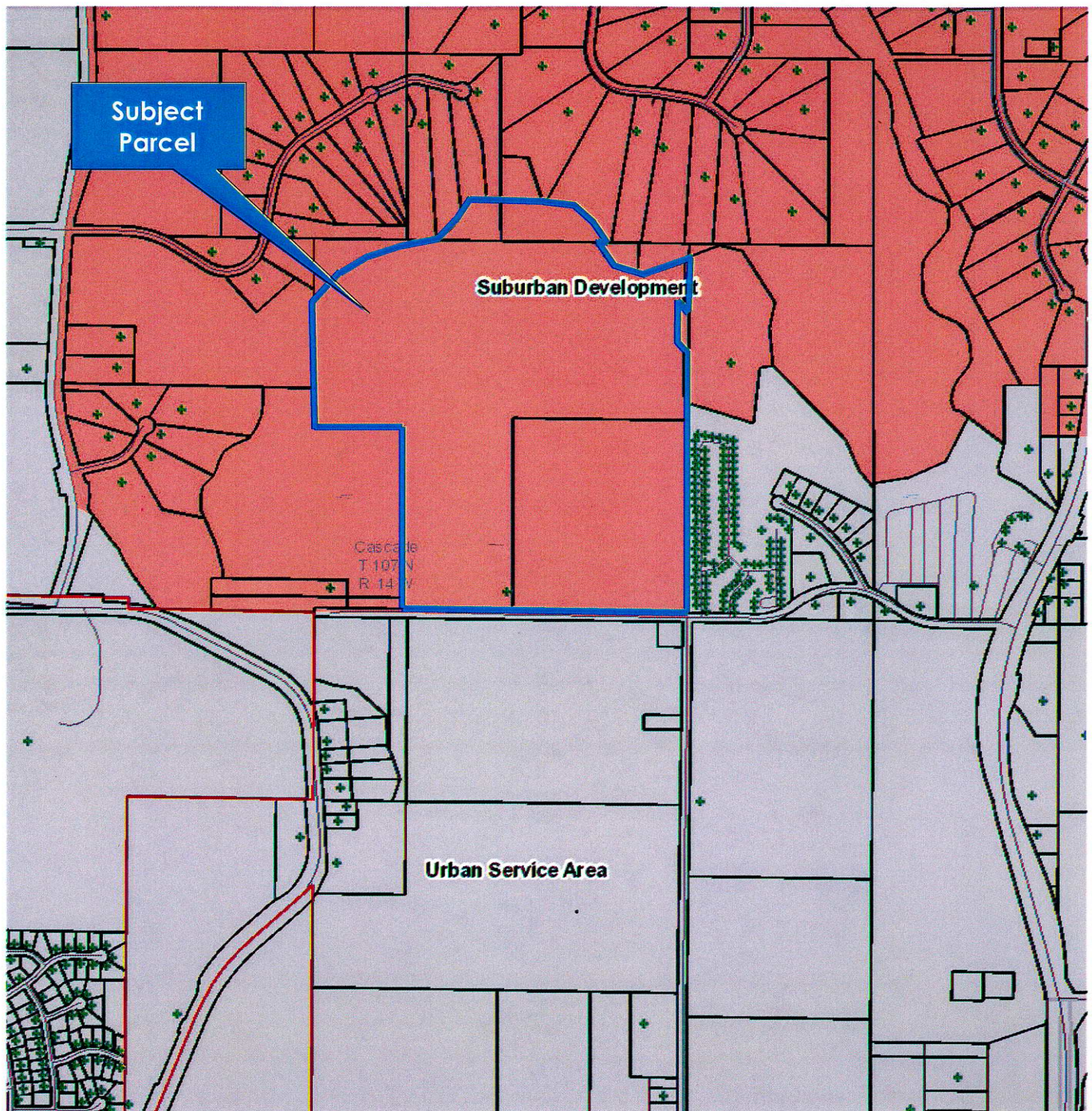
When reviewing the request for the zone change the Rochester/Olmsted County Planning Department did not object to the change.

The Planning Commission should be aware that as of this date an access permit has not been issued by Olmsted County Public Works for the use change and will be required prior to establishing any access to the new roadway.

Staff has reviewed this request in accordance with the applicable standards and provisions as included in this report. Based upon staff review and analysis included above, staff recommends approval.



# CASCADE LAND USE PLAN



TCPA  
4111 11th Avenue SW  
Rochester, MN 55902  
[www.tcpamn.org](http://www.tcpamn.org)  
507-529-0774





## *Classification of Crushed Stone Potential*

The Crushed Stone Potential matrix in Table 1 lists the eleven bedrock units, in stratigraphic order, found at or near the land surface in Olmsted County, as well as the characteristics used to determine the crushed stone potential of the bedrock units. The crushed stone potential of a bedrock unit is a function of the quality of the bedrock as a crushed stone source, the probability that the bedrock will be found within a map unit, and the overburden thickness. The quality of the bedrock refers to the ability of a bedrock unit to meet specifications for use as an aggregate source while the depth to bedrock is a measure of the accessibility of the bedrock for quarrying. This classification system also considers the probability assigned to a map unit, which is an estimate of the certainty that a designated bedrock unit will be found within the map unit. For example, a lower probability (greater uncertainty) rating can result in a high quality bedrock unit, with less than 15 feet of overburden, being assigned a moderate potential value if there is limited depth to bedrock data or if there is significant variability in the depth to bedrock within the map unit. In Olmsted County the Oneota, Shakopee, and Stewartville Formations are durable dolostone units that do not contain significant amounts of poor quality rock such as shale or sandstone. The Oneota and Shakopee Formations are primarily found near the surface in the northern half of the county while the Stewartville Formation is at or near the surface in the southern one third of Olmsted County. While the Oneota, Shakopee, and Stewartville Formations are the most desirable crushed stone sources in Olmsted County, their crushed stone potential decreases as the overburden thickness increases.

The only other bedrock unit that can be considered a significant crushed stone source is the Prosser Formation limestone where it is buried by less than 15 feet of overburden. The Prosser Formation contains thin layers of silt or sand and is not as durable as the dolostone of the Oneota, Shakopee, and Stewartville Formations. Consequently, the Prosser Formation in Olmsted County is considered to be a moderately desirable crushed stone resource. The remaining bedrock units in Olmsted County lack the quality to serve as a crushed stone source, regardless of the overburden thickness.



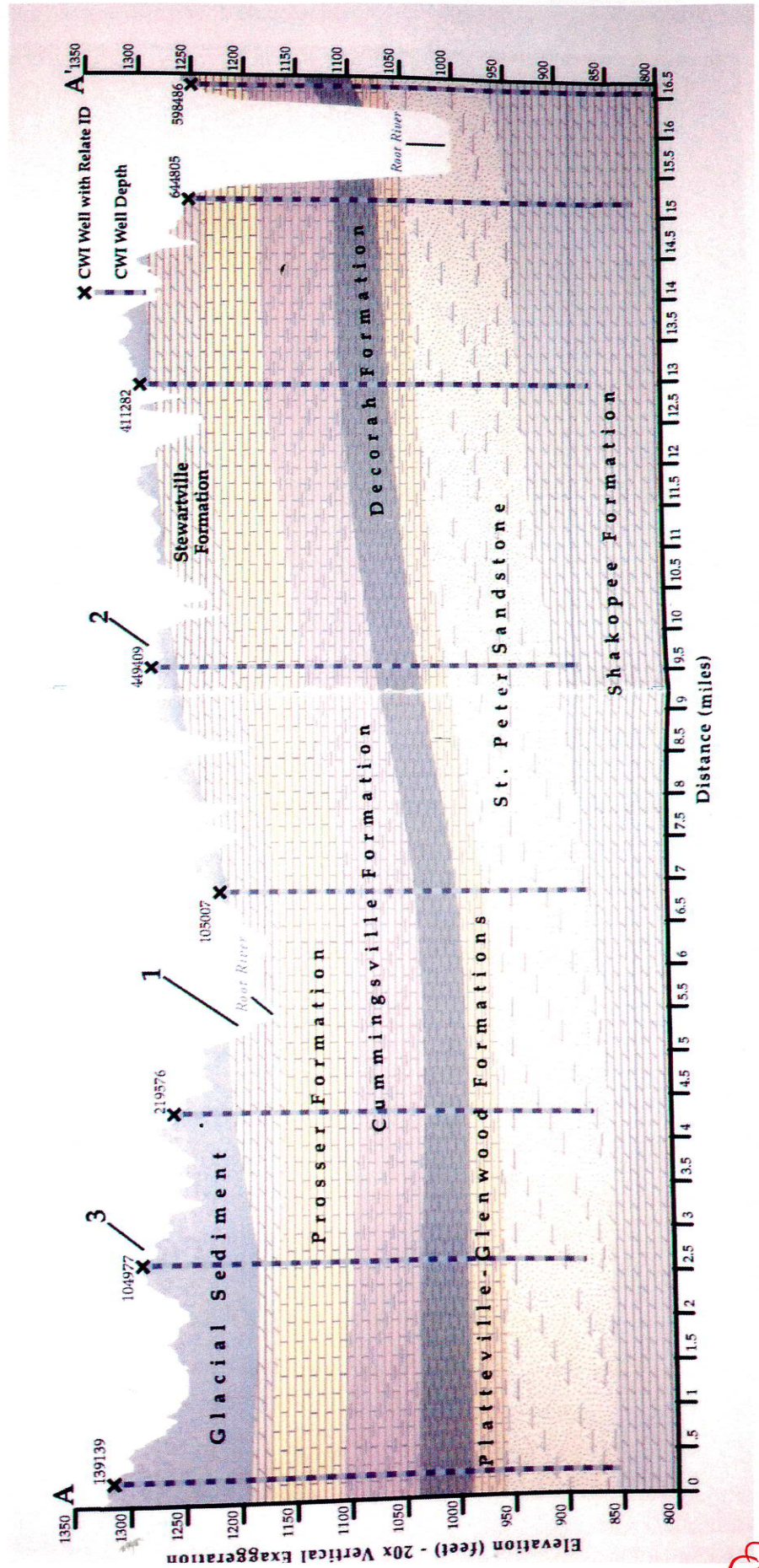
# Classification Matrix of Crushed Stone Potential

Formation	Description	Quality	Probability	Overburden Thickness (ft.)	Crushed Stone Potential
Dubuque	Shaly Limestone	Low	Moderately low to moderately high	0 - 15	Low
				15 - 30	Limited
Stewartville	Dolostone	High	Low to high	0 - 15	High
				15 - 30	Moderate
				30 - 50	Low
				> 50	Limited
Prosser	Limestone	Moderate	Low to moderate	0 - 15	Moderate
				15 - 30	Low
				> 30	Limited
Cummingsville	Shaly Limestone	Low	Moderately low to moderately high	0 - 15	Low
				15 - 30	Limited
	Shale	Very low	Moderately high	0 - 15	Limited
				15 - 30	Low
Platteville	Limestone	Moderately low	Low to moderate	0 - 15	Limited
				15 - 30	Limited
				> 30	Limited
Glenwood	Shale	Very low	Moderate	0 - 15	Limited
				15 - 30	Limited
				> 30	Limited
St. Peter	Sandstone	Very low	Moderate	0 - 50+	Limited
				0 - 15	High
				15 - 30	Moderate
Shakopee	Dolostone	High	Moderately low to high	30 - 50	Low
				> 50	Limited
				0 - 15	High
				15 - 30	Moderate
Oneota	Dolostone	High	Moderate to very high	30 - 50	Low
				> 50	Limited
				0 - 50+	Limited
Jordan	Sandstone	Very low	Low	0 - 50+	Limited





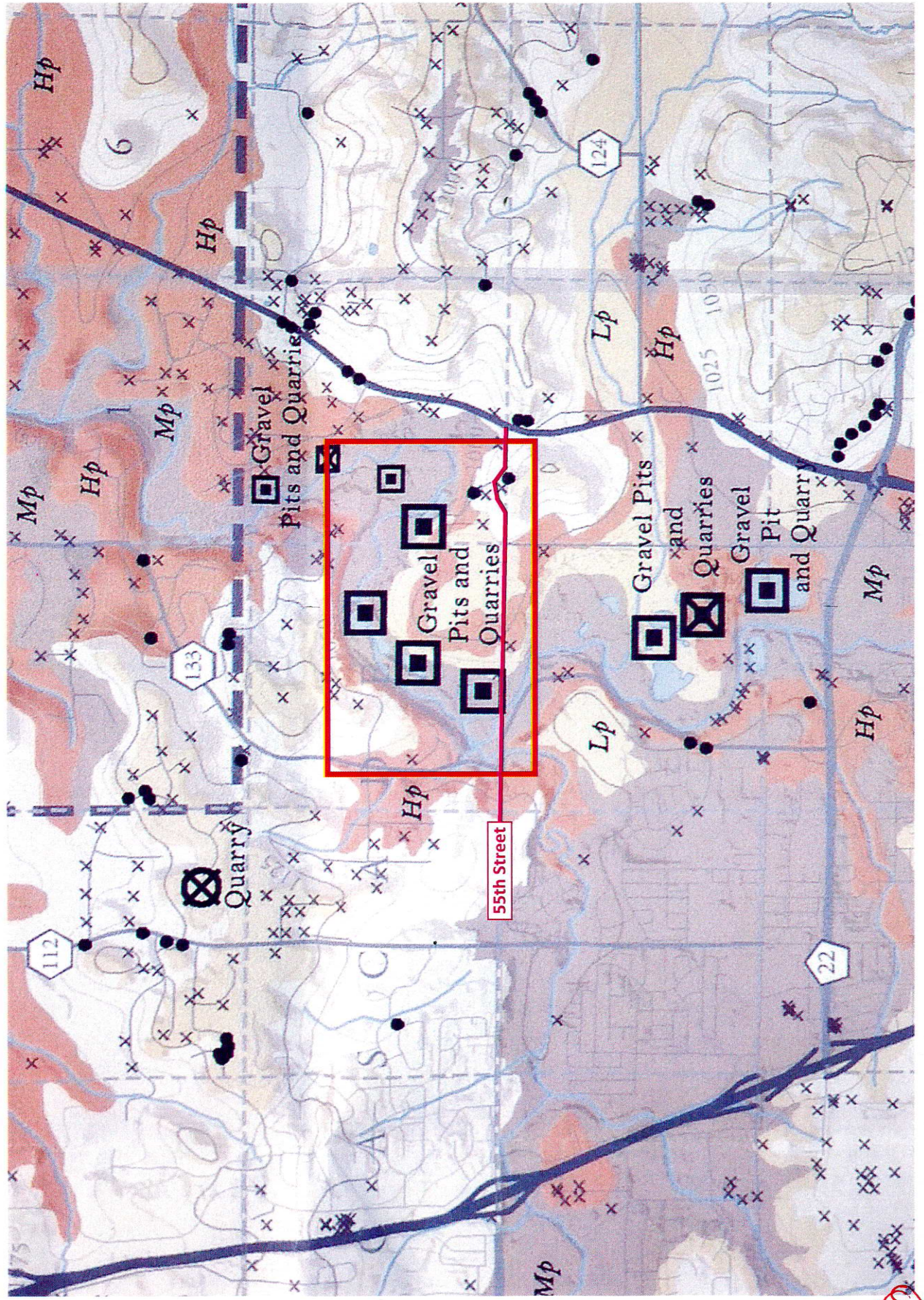
# Bedrock Geology Cross-Section



12



# Aggregate Resources—Crushed Stone Potential







Michael Brown <townclerk.cascadetownship@gmail.com>

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## Materials for Cascade Township Planning Commission meeting 10/21/2014

1 message

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**Michael Brown** <townclerk.cascadetownship@gmail.com>

Mon, Oct 13, 2014 at 9:30 PM

To: Arlen Heathman <raheathman@gmail.com>, Dan Frissora <danfriz@gmail.com>, Chuck Masog <cmasog@msn.com>, Char Brown <brownmk@charter.net>, Jim <Jim@softflannel.us>

Cc: Corky <corkyatk@q.com>, Lenny <lenny@rochester-township.com>

Bcc: brown.char@mayo.edu

Members of the Planning Commission,

TCPA staff has assembled their reports for the two items on the 10/21 PC meeting agenda. The first will be the final plat for Majestic Meadows. The second will be the requested zone change by Wilmar Investments. Both will be public hearings.

At the link below you will be able to access the staff reports in PDF form.

<https://www.dropbox.com/sh/oivgbzkiilxI7ok/AAAdkB4uKoBBsUb6mrPzdpG0a?dl=0>

You may also find the following links useful as you study the proposals.

The DNR file on the EAW (Environmental Assessment Worksheet) submission by Mathy for expanded quarry operations. Attachment 1 has the comments from the public. Though the quarry permit is not part of the zoning hearing it is relevant as the applicant has noted the eventual desired use and awareness of the submission will eventually be required.

[http://www.dnr.state.mn.us/input/environmentalreview/milestone\\_materials/index.html](http://www.dnr.state.mn.us/input/environmentalreview/milestone_materials/index.html)

Olmsted County Land Use Plan

<http://www.co.olmsted.mn.us/planning/ordinances/Documents/Olmsted%20County/GLUP%20approved%20by%20County%20Board%20003-25-2014.pdf>

Olmsted County Land Use Map

<http://www.co.olmsted.mn.us/planning/ordinances/Documents/Olmsted%20County/CountyGLUPmap.pdf>

Rochester Land Use Map

<http://www.co.olmsted.mn.us/planning/ordinances/Documents/City%20Rochester/RochRUSALUPmap.pdf>

Olmsted County Zoning Ordinance

<http://www.co.olmsted.mn.us/yourgovernment/ordinancescodes/Documents/Chapter%201400%20-%20Zoning%20Ordinances.pdf>

The Cascade Township Zoning and sub-division ordinances are in the documents section of the Cascade Township website.

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Michael Brown  
Clerk/Treasurer

Cascade Township, Olmsted County, MN



